



# The Family Network, Inc.

*"Nurturing Children, Building Families through Adoption"*

## Introduction & History

The Family Network, Inc. is a 501(c)(3) nonprofit, licensed adoption agency. Our staff of social workers and adoption professionals are committed to helping families through every step of the adoption process.

Founded by Luke and Georgia Leonard, the Leonard's personal experience with adoption provided the challenge that motivated them to form The Family Network, Inc in 1979. The Leonard's have six children, three internationally adopted, one domestic adopted bi-racial son, and two biological daughters.

The Family Network, Inc. is currently licensed in 33 counties throughout the State of California for *domestic, international and foster adoption services*. These services include homestudies, foster care adoption, relinquishment of parental rights, interstate compact agreements and administration, post placement reports, necessary agency court work, coordination with placing agencies, coordination with immigration (USCIS/NBC).



The Family Network also provides parent education workshops & resources, parent support groups and free family counseling/consulting for parent/child bonding & adjustment.

The Family Network, Inc. is committed to creating permanent and loving homes for all children and youth through family support, adoption and foster care. Our mission is to provide life-changing services for children, youth and families in our communities and around the world.



We believe in an inter-generational approach to family concerns, coupled with a linkage to appropriate community resource services. Since the inception of the agency in 1979, several thousand children, both domestic and international, have been placed with loving families locally and throughout the United States. Through its many programs, The Family Network, Inc. helps hundreds of families every year!

## ***PROGRAM & SERVICES***

### **Licensed Counties**

The Family Network, Inc. (TFN) is licensed by the state of California to provide a full range of adoption services in the following counties: *Alameda, Amador, Calaveras, Contra Costa, El Dorado, Fresno, Kern, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, Nevada, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, Toulomne, Tulare, Yolo, and Yuba.*

### **Services Offered**

- **Adoption Homestudies: (International, Domestic, Embryo & Foster Adoption)**
- **Post Adoption/Post Placement Supervision**
- **Birth Parent Relinquishments**
- **Coordination with placing agency (when applicable)**
- **Interstate Compact Coordination**
- **Coordination with Immigration Services**
- **Parenting Education and Workshops**
- **Family Counseling Services**
- **California Adoption Court Paperwork**
- **Foster/Adopt Services**



### **Domestic Adoption Services**

The goal of our adoption program is to offer a loving alternative for expectant mothers by helping couples expand their family through adoption. The Family Network, Inc. is licensed for domestic adoption services including homestudies, relinquishment of parental rights, interstate compact agreements and administration (necessary when one of the parties is out of state), and providing post placement supervision with a final court report required for the final adoption petition. TFN is able to assist with California domestic adoptions, special needs placements, step-parent adoptions and relative adoptions.

### **International Adoption Program**

The goal of our international adoption program is to place orphans into loving families and permanent homes and to help families through the international adoption process. The Family Network, Inc. works collaboratively with partner agencies that have various adoption placement programs throughout the world. Some of the countries our families have adopted from include.... **Ethiopia, China, Haiti, Democratic Republic of Congo, Poland, India, Uganda, Colombia, Russia, Nepal, Korea, Ukraine, Philippines, Taiwan** ... along with many other countries.

### **The Homestudy Process**

The main purpose of the home study is to approve adoptive parents as suitable to adopt a child, as well as to prepare and educate them about the adoption process and their future adopted child. TFN, recognizes no one is perfect and does their best to create an accepting and life understanding atmosphere throughout the homestudy process. This is an informative and non-judgmental process usually conducted in the privacy of the family's home.

The majority of the home study process involves collecting documents and completing paperwork about the prospective adoptive parent's background and current situation as well as fulfilling educational requirements and online trainings. The homestudy is a lot of work, but TFN, prides our self at offering support and guidance throughout the entire home study and adoption process.

The speed of the home study is set by the prospective adoptive parents. The average time of completion is anywhere from 4 weeks to 6 months, depending on how quickly paperwork is completed and submitted to TFN. The homestudy process is a wonderful time to reflect on your past and discuss future parenting plans!



## **ADOPTION HOMESTUDY**

The adoption homestudy is an essential element in the full adoption process. The intention of the process is to gather pertinent information on the client(s) so that the social worker can make an assessment of the client(s) as a potential, productive, quality, caring and loving adoptive parent(s).

Personal interviewing is done primarily in the family's home engaging in an educational dialogue for both client and social worker. The social worker conducts these interviews in a warm, sensitive, confidential manner, individualized to the family's personal circumstances.

### ***Topics covered for discussion are:***

- Reasons for adopting (motivation and timing)
- Social history background information
- Marital history and compatibility
- Philosophy of child rearing
- Experiences with and expectations of children
- Cultural identification towards and knowledge of the child and respective foreign country
- Discipline ideas
- Religious practices
- Description of home and neighborhood
- Financial and health issues

### ***Additional, documentation that is required:***

- Character reference letters
- Medical reports
- Copy of marital and/or divorce decree
- Copy of federal tax reporting
- Proof of health insurance
- Proof of life insurance
- Employment verification
- State criminal fingerprint, child abuse & FBI clearance
- Educational requirements certificates
- Agency questionnaire



## **HOMESTUDY PROCESS**

### **❑ ADOPTIVE FAMILY'S APPLICATION IS RECEIVED BY THE FAMILY NETWORK**

- TFN will email you to let you know that your application and application fee has been received. Your file will be created and assigned to a TFN Adoption Social Worker. Your Adoption Social Worker will call you to set up an appointment for the initial interview which will take place in your home.

### **❑ INITIAL INTERVIEW IN YOUR HOME**

- This is the beginning of your homestudy process and your first (of two) home visits.
- At this time, your **Homestudy Fee** is due.
- You will receive the Homestudy paperwork
- This interview lasts 1 – 1.5 hours during which you will review the paperwork and discuss any questions you may have.

### **❑ COMPLETE THE HOMESTUDY DOCUMENTS AND SEND THEM IN TO TFN**

- If you have additional questions about the homestudy documents you can contact your TFN Case Manager who works out of TFN's office or your Adoption Social Worker.
- You can start sending in your adoption paperwork once you have completed **all three** "Getting to Know You" forms, as well as the majority of your homestudy documents. You do not have to wait until you have every single document completed.
- Mail your paperwork to TFN **after making copies** of each document for your records.
- TFN will process your documents and upon receiving the majority of your paperwork, they will notify your social worker to call you to set up your second (and final) home visit.

### **❑ INTERVIEWS**

- Two interviews with the couple, and two individual interviews, will take place in your home with your social worker, at the next visit. All interviews will occur on the same day. The number of visits and length of time needed for these interviews will vary for each adoption program, but you can roughly plan for a four hour visit.

### **❑ FINISH COMPLETING HOMESTUDY REQUIREMENTS**

- You should complete and mail in any remaining documents for the homestudy. If you are not sure what documents are still outstanding, please contact your Case Manager or Adoption Social Worker for a list of documents that TFN is still waiting to receive.

### **❑ TFN COMPLETES THE HOMESTUDY REPORT**

- It usually takes 3 weeks for your social worker to write up a detailed & accurate homestudy report.

### **❑ HOMESTUDY IS SENT TO THE FAMILY FOR REVIEW**

- A draft of your homestudy will be sent to you for review.

### **❑ HOMESTUDY IS SENT TO PLACING AGENCY FOR REVIEW**

- **International Only:** It usually takes about 1-2 weeks to get the necessary approval from your placing agency, but this timeframe can vary and is determined by your placing agency.

### **❑ APPROVAL IS RECEIVED**

### **❑ FINAL HOMESTUDY IS SENT**

- The complete homestudy packet is mailed to the family for International adoptions or sent to the agency/attorney/facilitator for Domestic adoptions.





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## **Internet Resources for Adoptive Families**

*This is just a small sample of the many adoption related resources available on the Internet.  
Additional resources are listed at our website, [www.adopt-familynetwork.com](http://www.adopt-familynetwork.com)*

## **General Adoption Resources**

### **U.S. State Department Office of Children's Issues**

<http://adoption.state.gov/>

U.S. government site with information on adoption from various countries.

### **Joint Council on International Children's Concerns**

<http://www.jointcouncil.org/>

The large affiliation of licensed, nonprofit international adoption agencies, parent groups, advocacy organizations, and individuals who have an interest in intercountry adoption.

### **National Council for Adoption**

<https://www.adoptioncouncil.org/>

A group that strives to meet the diverse needs of children, birthparents, adopted individuals, adoptive families, and all those touched by adoption through global advocacy, education, research, legislative action, and collaboration.

### **National Adoption Information Clearinghouse**

<http://www.childwelfare.gov/>

The Clearinghouse is a national resource for information on all aspects. Clearinghouse services include technical assistance to professionals and policy makers, a library collection, publications, databases on adoption resources, and information on Federal and State legislation.

### **Adoption.com**

<http://adoption.com/>

A large online adoption community that provides a variety of adoption information.

### **Rainbowkids**

<http://www.rainbowkids.com/>

An International Adoption online website that contains photo listings of special needs children, relevant articles, and personal adoption stories.

### **Adoptive Families**

<http://www.adoptivefamilies.com/>

Home page for Adoptive Families Magazine, an award-winning national magazine offering information on all aspects of adoption.

## Adoption Paperwork Resources

### U.S. Citizenship and Immigration Services

<http://www.uscis.gov/>

Download or request Immigration forms needed for international adoption.

## Adoption and Parent Education

### Adoption Learning Partners

[www.adoptionlearningpartners.org](http://www.adoptionlearningpartners.org)

Providing web-based educational classes for all members of the adoption circle. Adoption Learning Partners offer a variety of interactive, learning courses that will increase each person's understanding of the joys and challenges of adoption.

### National Council for Adoption

Online Training: <http://about.hagueadoption.org/>

A Hague-compliant training program presented by National Council for Adoption.

## Help with Adoption Expenses

Many parents worry about how to meet the rising cost of adoption. Don't give up without exploring all your options. Make use of the credits, benefits and subsidies listed below, courtesy of the National Adoption Information Clearinghouse (NAIC): <http://www.childwelfare.gov/>

**State Tax Credits:** Several states have enacted state tax credits for families adopting from the public system in that state. Contact your state adoption unit.

**Adoption Tax Credit:** As you may know, the adoption tax credit is scheduled to end at the end of this year. Here's information on how you can help extend it:  
<https://www.adoptioncouncil.org/policy-priorities/adoption-tax-credit.html>

The current maximum allowable adoption tax credit of \$13,360 for all adoptive families is set to sunset on December 31, 2012. Unless Congress acts to extend or make permanent the adoption tax credit, it will revert at this time to a maximum of \$6,000 for parents adopting children with special needs. No tax credit will be available to other adoptive parents.

Download IRS Publication 968 "Tax Benefits for Adoption" from the IRS web site:  
<http://www.irs.gov/taxtopics/tc607.html>

**Adoption Subsidies:** Children with special needs may qualify for an adoption subsidy to help parents pay for ongoing treatment. Adoption subsidy agreements must be negotiated with the placing agency before the child's adoption is finalized. More information is available on the web sites of NAIC and the North American Council for Adoptable Children:  
<http://www.nacac.org/adoptionssubsidy/adoptionssubsidy.html>



***Nonrecurring Adoption Expense Reimbursement:*** Families who have finalized the adoption of a child from the public child welfare system may be able to apply for reimbursement of expenses related to the adoption, which may include home study fees, travel expenses to meet the child, attorney fees, etc. Each state sets a maximum cap, which cannot exceed \$2,000 per adoption.

***Employer Benefits:*** Many employers provide benefits for families who adopt (including leave when a child arrives in the home, reimbursement of some adoption expenses, assistance with adoption information and referral services, etc.). For a list of employers who provide benefits, call the National Adoption Center at 800-to-adopt or check out the following website: <http://benefits.adoption.com/>

***Adoption Grants:*** Check out the National Adoption Foundation for information on adoption grants: <https://fundyouradoption.org/grant-application/>

### **References for Families Adopting Internationally**

Cheryl & Brandon Bly	(831) 920-0218	bly@flybly.com	China – Special Needs
Tricia & Philip Rhodes	(916) 536-9060	triciarhodes@philrhodeslaw.com	China – Special Needs
Rebecca & David Carlsen	(408) 457-6333	heymomx5@gmail.com	China & Ethiopia
Lisa & Burton Catledge	(805) 268-3505	teamcatledge@gmail.com	Ethiopia & Domestic
Marilyn Anacker	(408) 286-4666	mganacker@gmail.com	Russia (sibling group of five)
Chrissy & Mark Ravera	(805) 709-2746	ccravera@gmail.com	Guatemala & Ethiopia
Julie & Kent Dresdow		kjdresdow@astound.net	Ethiopia & Congo

### **References & Resources for Families Adopting Domestically**

Arjuna & David Russell	(831) 464-2670	junabug68@hotmail.com	Domestic adoptions
Terry & Kelly Clark	(831) 663-3450	kel8cla@aol.com	Domestic adoption
Kathy & Kevin Skinner		kskinner@skinnervineyards.com	Domestic adoptions

### **Domestic Professional Placement Resources:**

#### **Attorneys:**

Susan Romig	(530) 273-7800	Grass Valley, CA
Steve Ravel	(408) 399-4611	Los Gatos, CA
Marc Gradstein	(650) 560-0123	Half Moon Bay, CA
Nanci Worcester	(800) 5-ADOPT-1 or (530) 888-1311	Auburn, CA
James Handy	(916) 941-8120	El Dorado Hills, CA

#### **Facilitators:**

Lifetime Adoptions	(530) 265-4915	Penn Valley, CA
Adoption Network Law Center	(800) 367-2367	Lake Forest Hills, CA
Inez	(916) 441-1243	Sacramento, CA



# The Family Network, Inc.

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## **The Family Network, Inc.** **POLICIES AND PROCEDURES**

**ISSUE DATE:** The policies and procedures in this document are effective beginning August 8, 2007. This document is the first of its kind since the inception of the program. Revised 9/24/07, 10/31/07, 1/11/08, 7/18/12, 9/4/15, and 1/29/16.

**TITLE:** The Family Network, Inc. Policies and Procedures

**SUBJECT:** Policies and Procedures of Practice

**ORIGINATOR:** The Family Network, Inc.

**ACCREDITATION FUNCTION:** The Family Network, Inc. is licensed by the State of California in 33 counties (Alameda, Amador, Calaveras, Contra Costa, El Dorado, Fresno, Kern, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, Nevada, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, Tuolumne, Tulare, Yolo, and Yuba). The license is to operate a full service adoption agency providing domestic and international adoption services under the agency and intercountry adoptions program. The license number is 445202209 and is permanent unless revoked by the Department of Social Services. It was issued for the sixth time in November 10, 2009 (a new license was issued with each office re-location and when additional counties were added) and is currently valid. The Family Network, Inc. is also licensed to operate and maintain a Foster Family Agency in the same 33 counties listed above. The license number for our FFA license is 445202210 and is permanent unless revoked by the Department of Social Services. It was issued for the sixth time in November 10, 2009 (a new license was issued with each office re-location and when additional counties were added) and is currently valid.

The Family Network, Inc. opened a sub office located in Roseville, California. The adoption agency license number for our Roseville location is #317005950 (issued January 1, 2016). The new FFA license #317005945 (issued January 1, 2016).

**STANDARD/LEGAL REFERENCE:** California State Licensing requires that policies and procedures of practicing adoption programs be clear, fair, and available to clients and staff as needed. This document will fulfill these requirements.

**PURPOSE:** This document will provide information regarding the rights and responsibilities of clients and the qualifications and responsibilities of TFN Staff. This document is established in accordance with the accreditation and approval standards of Hague Convention.

**APPROVALS:** This document was approved by the Board of Directors on 07/23/12.

**DEFINITIONS:** All terms that are CAPITALIZED throughout this document have corresponding definitions, in alphabetical order, at the end of this document. Terms are only capitalized the first time they are used in the document.

**REFERENCES:** California State Standards and Regulations for licensed adoption programs are referenced throughout this document because The Family Network, Inc. Policy and Procedures are in compliance with these requirements. The Hague Convention is also referenced.



## **Mission Statement**

The mission of The Family Network is to provide life-changing services for children, youth and families in our communities and around the world.

## **Statement of Purpose**

1. To engage exclusively in the charitable work of assisting to promote the social welfare of indigent, orphaned, special needs and emotionally handicapped children by acting as a child placement agency and to render assistance to any neglected or abandoned child in need thereof, to seek foster or adoptive homes for such children and to supervise such homes and the care of children placed therein and to arrange for the licensing of such home, and to act as an agency licensed by the State of California for the placement and adoption of children and to make such investigative reports and home studies as are required.
2. To provide funds for national and international orphanages and similar agencies to assist them in taking care of the needs of impoverished children, to assist worthy couples or adult singles in defraying the costs of transportation and overseas adoption fees, as well as care of the child until custody of same is obtained by said person or persons and for the accomplishment of these purposes to take and hold by bequest, device or gift property of any nature without limitations as to amount or value, except as may be imposed by law.
3. To provide for the emotional and psychological needs of individuals and groups, through a program of support, education, and counseling.
4. To assist and work in cooperation with other child placement agencies and welfare departments in obtaining homes for children through adoption and foster care.
5. To provide education, especially in the area of attachment issues, for staff and adoptive families, and to conduct educational programs and support groups for adoptive families, birth families, children, and other individuals involved in the adoption process; including but not limited to online courses, reading materials and workshops.

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### **Definitions**

## 1. General Policies and Procedures

### 1.1

#### Service Availability:

The Family Network, Inc. will offer the full adoption service (domestic and international adoptions) to all clients in our 33 California counties. The Family Network, Inc. also provides foster care services when requested by a county or a current client in special circumstances. In addition, when possible, TFN will obtain an exception for clients outside of our licensed counties, in the event of their desire for any of our adoption services.

### 1.2

#### Client Eligibility:

The Family Network, Inc. will provide adoption services to all individuals regardless of age, religion, culture, ethnic background, or sexual orientation. All individuals whom contact TFN and/or enroll in our services will be treated with the same respect and offered the same opportunities and assistance.

#### 1.2.1

##### Non-Discrimination Policy

The Family Network, Inc. does not discriminate in its staff, board, volunteers, volunteer committees, or recipients of services on the basis of a person's race, religion, gender, sexual orientation, age, national origin, ancestry, marital status, veteran status, or mental or physical disability or any other status prohibited by applicable law.

### 1.3

#### Licensing Compliance:

The Family Network, Inc. will meet all CALIFORNIA STATE STANDARDS AND GUIDELINES for the licensing of adoption programs. TFN also reserves the right to enforce additional policies and procedures within these and in support of these State regulations.

### 1.4

#### Client Rights:

All individuals who utilize services within The Family Network, Inc. program will be informed of their rights as clients and will have the opportunity to file an official grievance should they be dissatisfied with their Service and/or service provider.

#### 1.4.1

##### Demographic Information:

All individuals who contact The Family Network, Inc. have the right to obtain information about services without disclosing his/her demographic information (name, age, address, phone number, income, number of children, ethnicity, marriage, criminal history, etc.). However, clients that enroll in a service will be required to give this information to TFN staff. It will be kept confidential at all times.

#### 1.4.2

##### Confidentiality:

All client contact and information shared with The Family Network, Inc. Staff will be kept confidential. TFN Staff will maintain the highest level of confidentiality. The program meets California State requirements for maintaining confidential documents and confidential interactions with clients.

The Family Network, Inc. ensures that personal data gathered or transmitted in connection with an adoption is used only for the purposes for which the information was gathered and safeguards sensitive individual information. The Family Network, Inc. does not use any social security numbers on any documents, including the homestudy and never releases social security numbers or criminal history records to any asking party, agency, or country. In addition, all TFN staff is trained on issues of confidentiality and act in a manner to safeguard sensitive information.



## 1.5

### Ethical Practices and Responsibilities:

The Family Network, Inc. is committed to providing adoption services in an ethical manner and in accordance with the Hague Conventions principles of ensuring that both intercountry adoption take place in the best interest of children; and preventing the abduction, exploitation, sale, or trafficking of children.

### 1.5.1

#### Ethical Practices Policy

In accordance with our ethical practices and responsibilities (1.5), our policies are the following:

1. We do not provide any compensation to birth parents for relinquishing their children. We do not provide any financial compensation to any birth parents at any time.
2. We choose to work with attorneys who have ethical practices and do not charge unreasonable high fees (we only pay reasonable attorney fees).
3. We do not directly work with any Foreign Service provider. In the event we are primary providers for any cases, we have an agreement that all adoption services are done ethically and we outline ethical responsibilities and practices.
4. We only refer waiting children to homestudy approved families.
5. We do not photo list children.
6. We educate families thoroughly to enable them to best meet the needs of their child, especially regarding attachment and adjustment.
7. When it is in the best interest of the child to remain in their country of origin, we seek out educational sponsorships.

## 1.6

### Prohibition on Child Buying:

The Family Network, Inc. prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child's parent(s), other individuals(s), or any other entity as payment for the child or as an inducement to release the child. TFN reinforces this policy during our employee training program.

## 1.7

### Retention, Preservation and Disclosure of Adoption Records:

The Family Network, Inc. retains or archives adoption records in a safe, secure, and retrievable manner indefinitely, as required by California State Law. All adoption records are kept in a locked file cabinet behind at least one or more locked doors. All case records are kept on an online database system and pertinent adoption records are also scanned into the database system, which is backed up nightly in an off-site location and backed up weekly in another off-site location. This enables all pertinent case records to be kept for their lifetime and secure from fire, earthquake, or any other natural disaster.

The Family Network, Inc. gives all identifying and non-identifying information in our custody on the adoptee (adopted internationally) to the adoptive parent(s) at time of receipt. In addition, TFN makes readily available to the adoptee and the adoptive parent(s) upon request all information in its custody about the adoptee's health history, background, or any other information on the adoptee. The Family Network, Inc. keeps all adoption records confidential and keeps birth parents information confidential, if birthparents request confidentiality.

The Family Network, Inc. ensures that personal data gathered or transmitted in connection with an adoption is used only for the purposes for which the information was gathered and safeguards sensitive individual information.

## 1.8

### Referrals:

All individuals requesting adoption related services, which are not provided by The Family Network, Inc., will be offered referrals to outside programs/agencies, so long as such services are available in the area. The Family Network, Inc. is not responsible for services rendered by an outside program/agency.

## 1.9

### Charitable Donations, Etc.:

The Family Network, Inc. greatly appreciates donations to aid in its commitment to placing children in need with loving families in permanent homes. However, any donation that is accepted will not influence the agency's decisions or actions regarding child placements, or any other matters relating to adoption services. As a result, donations will not be accepted prior to receiving home study approval from TFN or, in the case of adoptive families who are currently working with one of The Family Network, Inc.'s placement programs, until after their child has been placed in their home. This is the best way for The Family Network, Inc. to safeguard the agency from the possibility of donations influencing decisions or actions regarding child placement or any other matters relating to adoption services.

## 1.10

### No Preferential Treatment:

The Family Network, Inc. does not give preferential treatment to any of its board members, contributors, volunteers, employees, agents, consultants, or contractors, or to any relatives of these persons, in matters of child placement or any other related adoption services. Preferential treatment is defined as any action that would allow a party to receive considerations which are different or more favorable than those for any other party, relative to child placement or other adoption services.

In the event that any board member, contributor, volunteer, employee, agent, consultant, or contractors or any relatives of these persons, wanted to adopt a child or use another adoption related service from TFN, they would be subject to the same fees, eligibility criteria, and requirements of all our prospective adoptive parents. They would not receive any exceptions that would not be given to any client or prospective adoptive parent.

## 1.11

### Conflict of Interest Policy

The Family Network, Inc. is committed to serving our community in an honest, fair, and responsible way. The Family Network, Inc.'s employees, board members, and other personnel have a duty to serve our clients and shall in no way improperly benefit from any transaction, adoption, or referral. The Family Network, Inc.'s policy is that no preferential treatment in child placements or any other matters relating to adoption services shall be given to any of its board members, contributors, volunteers, family members, employees, agents, consultants, or contractors or to any relatives of these persons as this would be a conflict of interest. When there is a suspected conflict of interest and/or preferential treatment in a case, the case shall be reviewed by the Board of Directors to determine action.

## 1.12

### Vendors:

The Family Network, Inc. identifies all vendors to whom clients are referred for non-adoption Service and discloses to COA, any corporate or financial arrangements and any family relationships with such vendors.

## 1.13

### Fee Policies:

The Family Network, Inc. provides to all applicants, prior to application, a written schedule of expected and estimated expenses and an explanation of the conditions under which fees or expenses may be charged, waived, reduced, or refunded and when and how the fees and expenses must be paid. The Family Network, Inc. provides all client(s) with a receipt of payment within 30 working days.

When The Family Network, Inc. utilizes part of its fees to provide special services, such as cultural programs for adoptee(s), scholarships or other services, it discloses this policy to the prospective adoptive parent(s) in advance of providing any adoption services and gives the prospective adoptive parent(s) a general description of the programs supported by such funds.

### Specific to home study only clients

The Family Network, Inc. does not customarily charge additional fees and expenses beyond those disclosed in the Fee Schedule, provided to the prospective adoptive parent(s) at initial contact, unless there are extenuating circumstances. In

this rare case, the prospective adoptive parent(s) will be informed of any extra expense prior to being charged and this expense will need their approval before proceeding.

**Specific to placement programs (does not apply to homestudy only clients):**

Before providing any placement adoption service to prospective adoptive parent(s), The Family Network, Inc. itemizes and discloses in writing the expected total fees and estimated expenses for home study preparation and approval, parent education training, post-placement reports and post-placement counseling. In addition, whether the home study, parent education, or post-placement reports are to be prepared directly by The Family Network, Inc. employee, a supervised provider, exempted provider, or approved person and approved as required under the Convention will be disclosed in writing to the prospective adoptive parent(s).

The Family Network, Inc. does not customarily charge additional fees and expenses beyond those disclosed in the adoption services contract. However, in the event that additional fees and expenses are incurred, The Family Network, Inc. will obtain the consent of the prospective adoptive parents for amounts exceeding \$1000 prior to spending. This consent may be waived by initialing the appropriate line provided within the Contract and Release Form for each specific country.

The Family Network, Inc. will provide written receipts for any fees and expenses associated with the adoption within 60 days of the completion of the delivery of services, including all those paid by the agency or person in the Convention country, and retain copies of such receipts.

In the event that any funds received are in excess of the adoption expenses, TFN will return the remaining funds to the prospective adoptive parents.

1.14

**Refund Policy:**

The Family Network, Inc. returns any funds to which the client(s) may be entitled within sixty days of the completion of the delivery of Service. The Family Network, Inc. does not refund the application fee. All clients receive a refund policy at initial contact, which outlines how and when a fee may be refunded.

1.15

**Complaint Policy and Procedures:**

The Family Network, Inc.'s goal is to provide its clients and the adoption community with the highest quality service available. However, if our clients are not satisfied with any of our services, they are welcome to file a complaint and all clients receive this written complaint policy and procedures at the time the adoption service contract is signed (in the TFN Policy and Procedures Manual For Clients). The Family Network, Inc. permits any birth parent, prospective adoptive parent, adoptive parent or adoptee to lodge a written complaint directly with The Family Network, Inc. about any of the services or activities of the agency that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA, including our use of supervised providers. This individual(s) is also welcome to file a complaint directly with The Family Network, Inc. about any other adoption service, activity, or practice that they are concerned about. The written complaint must be sent (via mail), signed, and dated. The Family Network, Inc. will respond in writing to all complaints received within 30 days of receipt, and will provide expedited review of complaints that are time sensitive or that involve allegations of fraud.

The Family Network, Inc. will not take any action to discourage a client or prospective client from making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity regarding TFN's performance; or questioning the conduct of, or expressing an opinion about the performance of our agency. The Family Network, Inc. will not retaliate against a client or prospective client for making a complaint.

After the agency has made a decision regarding the complaint, should the client or prospective client want to appeal to a higher authority, they have the right to appeal, in writing (via mail, signed, and dated), to The Family Network, Inc.'s Board of Directors who will review and address the complaint at the next scheduled board meeting and provide the client

or prospective client with a written response of the Board's decision. At that time, the client or prospective client will be advised of the additional procedures available to them if they are dissatisfied with the Board's response to their complaint.

The Family Network, Inc. keeps a written record of all complaints received and the steps that are taken to investigate and respond to the filed complaint. On a semi-annual basis or when requested by the accrediting entity or Secretary, The Family Network, Inc. will provide the accrediting entity and Secretary with a summary of all complaints received during the previous six months, including the number of complaints received and how each was resolved. In addition, The Family Network, Inc. will assess any discernible patterns in complaints received and provide information about systematic changes, if any, which have been made or have been planned in response to such patterns.

If a client or prospective client encounters a problem with The Family Network, Inc. and has not been able to resolve the issue, the Department of State has established a process for filing a complaint against an adoption service provider. First, the written complaint should be submitted directly to The Family Network, Inc. Then, if it is not resolved through the organization's complaint process, the client or prospective client may file the complaint with the internet based Hague Complaint Registry which can be accessed at the following:

[http://adoption.state.gov/hague\\_convention/agency\\_accreditation/complaints.php](http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php)

#### 1.16

##### Quality Improvement Program

The Family Network, Inc. also has a quality improvement program that includes reviewing the quality of its services by reviewing complaint data; using client satisfaction surveys through surveymonkey.com (as of 8/2012) at the end of the homestudy process and the end of the post placement/adoption period; as well as feedback forms for the Parenting for Attachment workshop, to address areas or services that may need to be improved. TFN reviews each complaint after it is resolved to determine if any areas or services need to be improved. TFN reviews each client satisfaction survey at time of receipt and addresses any areas or services that need to be improved. TFN reviews feedback forms from each workshop and looks at any trends in those forms and uses the information to improve the next workshop. Additionally, each January, TFN analyzes all survey results through surveymonkey.com (as of 8/2012) and uses these reports to make quality improvements and also uses these reports as a form of performance review for staff.

#### 1.17

##### Documentation

The Family Network, Inc.'s staff is responsible for documenting all contact with clients, child-placing agencies or other entities in the AIRS software database system. In addition, the homestudy process and post-placement process are carefully documented. This system is password protected and all information is maintained confidential.

## **2. Homestudy Service**

#### 2.1

##### Adoption License

The Family Network, Inc. is licensed by the State of California in 33 counties (listed on the front page) to complete DOMESTIC AND INTERCOUNTRY ADOPTIONS. The program is able to perform full adoption services, including homestudies, and is able to take children into LEGAL CUSTODY.

#### 2.2

##### Placing/Facilitating Agencies

The program is licensed to perform placing/facilitating services in conjunction with a foreign country. However, as of 9/2015, TFN does not have any open country programs. Instead, TFN works in collaboration with many ACCREDITED PLACING/FACILITATING AGENCIES to assist clients with programs that might fit the clients needs best (country options, large travel groups, etc.). We assist clients make the decision on which agency/facilitator best fits the clients' needs and refer to agencies in which we have a strong working relationship and value the quality of their service, programs, and ethics.



## 2.3

### Consultations

Initial consultations will be provided by The Family Network, Inc. staff at no cost to clients. Clients are encouraged to use this time to obtain information about navigating the adoption process, discuss their adoption plan, and discuss any unique issues that may have an impact on their adoption process.

## 2.4

### Eligibility for Homestudy Service

Any individual or couple has the right to request services from The Family Network, Inc. Those that apply for homestudy services will be encouraged to first discuss with TFN Staff about their situation and adoption plan (Pre-adoption Consultation). The Family Network, Inc. fully discloses in writing to the general public upon request and to prospective client(s) upon initial contact our policies and procedures, including general eligibility and criteria and our adoption Service contract that the prospective client(s) will be expected to sign should they proceed with a homestudy.

## 2.5

### Placing/Facilitating Agency Responsibility

The Family Network, Inc. is not responsible for the services rendered by any placing/facilitating agency or for the outcome of the associated adoption plan. However, we will assist with placing/facilitating agency in an advocacy role.

## 2.6

### Independent Foreign Adoption Responsibility

The Family Network, Inc. is not responsible for any challenges or the outcome of any independent foreign adoption plan. TFN recommends that all clients contract with and retain a licensed agency in their international adoption efforts.

## 2.7

### Additional Homestudy Information Required

The Family Network, Inc. will complete homestudies as prescribed by the California State Standards and Guidelines. Clients will be informed, in advance, about the information that will be required from them and collateral sources in order to complete their homestudy. The program reserves the right to request additional information from the clients and/or collateral sources, beyond what was initially requested, in the event that it becomes necessary during the assessment process. When this occurs, the type of additional information requested and the reason(s) for such will be discussed with clients.

## 2.8

### Homestudy Timeline

The Family Network, Inc. will complete all homestudies within a 3 month period when the following conditions are met:

- Clients have submitted payment, turned in all requested paperwork, and participated in all required interviews in a timely manner (TFN must have all requirements met 3 weeks prior to completion of the homestudy).
- The collateral sources of clients have responded to requests for information/paperwork in a timely manner.
- Government agencies (i.e. DOJ, FBI, Child Abuse Index) have cleared clients and sent reports to TFN in a timely manner.
- There are no major changes in circumstances with either the situation of the adopting client(s) or the plan for adoption.

HOMESTUDY UPDATES that are necessary before a homestudy is complete can delay the process by variable amounts of time, depending on the extent of the update.

The homestudy process has been known to be faster or slower depending on the timely completion of the above.

## 2.9

### The Closing of Homestudy Cases

The Family Network, Inc. reserves the right to discontinue homestudy services and/or close a client's case when any of the following conditions are present:

- Clients put their adoption plan on hold and are unsure of how, when and/or if they will continue with the same plan.
- Domestic violence in the current marriage or relationship.
- History of prior child abuse by the potential adoptive parent.
- Unresolved problems related to substance abuse (e.g. failed treatment programs/no sobriety, recent DUI).
- Violent criminal convictions or conviction of any sex crime.
- Prior loss or removal of a child due to parental unfitness.
- Incapacitating mental illness (e.g. history of involuntary hospitalization or disability based upon a chronic psychiatric disorder).
- Severely debilitating illness or physical condition that impacts life expectancy or basic ability to care for a child.
- Failure to disclose an arrest, conviction, or history of substance abuse, sexual or child abuse, and/or domestic violence by the prospective adoptive parents or an adult member of the prospective adoptive parents' household.
- Failure by the prospective adoptive parents or an adult member of the prospective adoptive parents' household to cooperate in obtaining fingerprints for Department of Justice or Child Abuse Central Index.
- Previous rejection for adoption or prior unfavorable home study.
- Failure to disclose information listed on the "duty to disclose" form and/or any other information that TFN staff deems necessary.
- Clients do not follow through with requests for information that is necessary for the completion of their homestudy.
- Clients have not maintained contact with The Family Network, Inc. for more than six months.
- Payment is not received for service.
- Clients are unable, for any reason, to complete the homestudy process.
- Any other reasons deemed appropriate by The Family Network, Inc.
- When the homestudy service is discontinued by The Family Network, Inc., a formal letter from TFN is sent to the client(s) to acknowledge termination of Service.

## 2.10

### Additional Fees

The Family Network, Inc.'s additional fees for services are listed in *THE FAMILY NETWORK, INC. FEE SCHEDULE* (see initial packet).

## 2.11

### Updated Homestudies

Homestudies that are completed by The Family Network, Inc. and are more than six months old at the time the homestudy is submitted to the United States Citizenship and Immigration Services (USCIS) is deemed outdated or not current, according to other agencies/entities involved (ie. Facilitating/placing agency, USCIS, DEPARTMENT OF HOMELAND SECURITY (DHS), foreign country), may be updated by TFN upon the client(s)' request, for an additional fee. The Family Network, Inc. is not responsible for homestudies that become outdated before the adoption is complete. The updated homestudy must include screening in accordance with The Family Network, Inc. policies and procedures.

## 2.12

### Amended Homestudies

Clients who experience significant personal changes (i.e. change in employment or income, move to a new home, an additional family member moves into the home etc.) before their adoption is complete are responsible for obtaining an updated homestudy. Clients are responsible for notifying The Family Network, Inc. and other agencies/entities involved

with the adoption of any such changes. The Family Network, Inc. will complete the amended homestudy for an additional fee.

## 2.13

### Country Specific Requirements

Homestudies will meet all State requirements, USCIS, DHS requirements and Country requirements. TFN Staff will maintain up to date knowledge of California State, USCIS, and DHS requirements. Staff will collaborate with either the facilitating/placing agency or the client(s) working on an independent adoption to obtain COUNTRY SPECIFIC REQUIREMENTS for homestudies. TFN Staff will not be responsible to obtain information addressing such requirements directly from the specific country.

## 2.14

### Collaborations

The Family Network, Inc. is often required to collaborate with facilitating/placing agencies and/or many other agencies/entities in effort to complete a homestudy and post-placement reports. An authorization to disclose confidential information form, found in the homestudy packet, will always be signed by the client(s) and obtained by TFN Staff to give permission for these collaborations.

## 2.15

### Delays in the Adoption Process

The Family Network, Inc. will take all appropriate measures to ensure the timely transmission of homestudy to the client and child-placing agency. Clients will be informed that their homestudy will take up to three months to complete, assuming all information from clients and collateral sources are received on time. The Family Network, Inc. is not responsible for delays in the entire adoption process due to challenges with the USCIS, DHS, and/or finding agency and/or foreign country. When the homestudy is complete and there are delays from clients and/or the other agencies referenced above, The Family Network, Inc. will complete homestudy updates, minor changes in text and any other miscellaneous needs for additional fees that is outlined in *THE FAMILY NETWORK, INC. FEE SCHEDULE* (see initial packet). This will be discussed with the client(s) when the request is made to TFN Staff.

## 2.16

### Homestudy Preparation Procedures

The Family Network, Inc. ensures that a home study on the prospective adoptive parent(s) is completed that includes the following:

1. Information about the prospective adoptive parent(s)' identity, eligibility, and suitability to adopt; background, family and medical history; social environment; reasons for adoption; ability to undertake an intercountry adoption; and the characteristics of the children for whom the prospective adoptive parent(s) would be qualified to care (specifying in particular whether they are willing and able to care for a child with special needs);
2. A determination whether the prospective adoptive parent(s) are eligible and suited to adopt;
3. A statement describing the counseling and training provided to the prospective adoptive parent(s);
4. The results of a criminal background check on the prospective adoptive parent(s) and any other adult individual living in the prospective adoptive parent(s)' home;
5. A full and complete statement of all facts relevant to the eligibility and suitability of the prospective adoptive parent(s) to adopt a child under any specific requirements identified to the Secretary by the Central Authority of the child's country of origin; and
6. A statement in each copy of the home study that it is a true and accurate copy of the homestudy that was provided to the prospective adoptive parent(s), USCIS, and the Department of Homeland Security.

The Family Network, Inc. ensures that the homestudy is performed in accordance with the above guidelines as found in Section 96.47(a) of the Convention, 8 CFR 204.3(e) of INA regulations, and any applicable State Law by using the home study checklist for each home study. In addition, if the home study is not performed in the first instance by an accredited agency or temporarily accredited agency, TFN ensures that the homestudy is reviewed and approved in writing by an accredited agency or temporarily accredited agency (this requirement is also on the home study checklist). In order for the written approval to be acceptable, it must meet the requirements of Section 96.47(c) of the Convention, which is

outlined on the home study checklist. In order to ensure compliance with the above, the homestudy checklist, which includes but is not limited to all these requirements, must be complete on every family before a homestudy is accepted by TFN or distributed by TFN. TFN reviews and approves home studies within 10 business days (the exception being during holiday closures, attendance at the Joint Council conference, and vacation time).

The Family Network, Inc. takes all appropriate measures to ensure the timely transmission of the same home study that was provided to the prospective adoptive parent(s) or to USCIS, to the Department of Homeland Security to the Central Authority of the child's country of origin (or to an alternative authority designated by that Central Authority). TFN sends a completed home study to the prospective adoptive parents upon completion (within 3 weeks of meeting all home study requirements), who are instructed to send the home study to USCIS immediately and to their placing agency (i.e. primary provider).

2.17

#### The Homestudy Paperwork Process

The homestudy paperwork will be collected during the homestudy process. The TFN Staff will collect the *HOMESTUDY FORMS* (see *TFN Homestudy CD received at the client's first homestudy interview*). All the *HOMESTUDY FORMS* need to be completed before the homestudy is completed and signed by the TFN Staff.

2.18

#### The Homestudy Preparer

The Family Network, Inc. utilizes only TFN staff (qualified personnel) to conduct homestudies and post-placements/adoptions. The TFN staff performing a homestudy is authorized under the California State Law to conduct the research and preparation for a home study, including the required personal interview(s). The staff is supervised by the Executive Director of The Family Network, Inc. In the case of a child whose adoption has been finalized abroad and whose adoptive parents reside abroad, the social worker includes any party licensed or otherwise authorized to conduct home studies under the law of any State of the United States, or any party licensed or otherwise authorized by the foreign country's adoption authorities to conduct home studies under the laws of the foreign country.

2.19

#### Screening for Abuse and Violence

The Family Network, Inc. requires that each prospective adoptive parent are cleared through the FBI, CA Department of Justice, and Child Abuse Registry during the homestudy process. If the prospective adoptive parent has recently been cleared through another facility or agency, unfortunately, The Family Network, Inc. cannot accept these clearances, per California State Law, and the applicant must be fingerprinted again for TFN.

2.20

#### Information Concerning History of Abuse and/or Violence

If the prospective adoptive parent(s), disclose(s) any history of abuse and/or violence whether as victim or perpetrator, or if, in the absence of such disclosure, the social worker becomes aware of any of the foregoing, the home study report must contain an evaluation of the suitability of the home for adoptive placement of a child in light of this history. This evaluation must include information concerning all arrests or convictions or history of substance abuse, sexual or child abuse, and/or domestic violence and the date of each occurrence. A certified copy of the documentation showing the final disposition of each incident, which resulted in arrest, indictment, conviction, and/or any other judicial or administrative action, must accompany the home study. Additionally, the prospective adoptive parent must submit a signed statement giving details including mitigating circumstances, if any, about each incident. The social worker must apply the requirements of this paragraph to each adult member of the prospective adoptive parents' household.

2.21

#### History of Substance Abuse

If the prospective adoptive parent(s) has a history of substance abuse, sexual or child abuse, and/or domestic violence, the social worker may, nevertheless, make a favorable finding if the prospective adoptive parent has demonstrated appropriate rehabilitation. In such a case, a discussion of such rehabilitation which demonstrates that the prospective adoptive parent is and will be able to provide proper care for the adoptive child must be included in the home study. Evidence of



rehabilitation may include an evaluation of the seriousness of the arrest(s), conviction(s), or history of abuse, the number of such incidents, and the length of time since the last incident, and any type of counseling or rehabilitation programs which have been successfully completed. Evidence of rehabilitation may also be provided by an appropriate licensed professional, such as a psychiatrist, clinical psychologist, or clinical social worker. The home study report must include all facts and circumstances which the social worker has considered, as well as the social worker's reasons for a favorable decision regarding the prospective adoptive parent. Additionally, if any adult member of the prospective adoptive parents' household has a known history of substance abuse, sexual or child abuse, and/or domestic violence, the social worker must apply the requirements of this paragraph to that adult member of the prospective adoptive parents' household.

2.22

#### Criminal History

The prospective adoptive parents and the adult members of the prospective adoptive parents' household are expected to disclose to the social worker any history of arrest and/or conviction early in the advanced processing procedure. Failure to do so may result in denial pursuant to paragraph (h)(4) of this section or in delays. Early disclosure provides the prospective adoptive parents with the best opportunity to gather and present evidence, and it gives the social worker the opportunity to properly evaluate the criminal record in light of such evidence. It is in the best interest of all parties to have any criminal records disclosed and resolved early in the process.

2.23

#### Handicapped or Special Needs Adoptions

A home study conducted in conjunction with the proposed adoption of a special needs or handicapped adoptive child must contain a discussion of the prospective adoptive parents' preparation, willingness, and ability to provide proper care for such a child. They must do research on each specific special need they are open to adopting and the resources in their community that will meet that child's need.

2.24

#### Adoption Education (International Clients Only)

The Family Network, Inc. requires that prospective adoptive parent(s) complete a minimum of 10 hours of parent education each before their home study is released. The fees for parent education are outlined in The Family Network, Inc.'s Fee Schedule. All homestudy clients are required to attend the Parenting for Attachment workshop, unless they previously attended this workshop. In addition, they are required to complete the online training through the National Council for Adoption ([www.hagueadoption.com](http://www.hagueadoption.com)) and submit a certificate of completion to TFN Staff. In addition, they must write a book review on the required book: *The Connected Child* by Karyn Purvis, David Cross, and Wendy Sunshine. They also must complete the Medical Issues in Int'l Adoption through adoption learning partners.

The training provided by The Family Network, Inc. and the National Council for Adoption address the following topics:

1. The intercountry adoption process, the general characteristics and needs of children awaiting adoption, and the in-country conditions that affect children in the Convention country from which the prospective adoptive parent(s) plan to adopt;
2. The effects on children of malnutrition, relevant environmental toxins, maternal substance abuse, and of any other known genetic, health, emotional, and developmental risk factors associated with children from the expected country of origin;
3. Information about the impact on a child of leaving familiar ties and surroundings, as appropriate to the expected age of the child;
4. Data on institutionalized children and the impact of institutionalization on children, including the effect on children of the length of time spent in an institution and of the type of care provided in the expected country of origin;
5. Information on attachment disorders and other emotional problems that institutionalized or traumatized children and children with a history of multiple caregivers may experience, before and after their adoption;
6. Information on the laws and adoption processes of the expected country of origin, including foreseeable delays and impediments to finalization of an adoption;
7. Information on the long-term implications for a family that has become multicultural through intercountry adoption; and

8. An explanation of any reporting requirements associated with Convention adoptions, including any post-placement or post-adoption reports required by the expected country of origin.

The Family Network, Inc. also provides the prospective adoptive parent(s) with training that allows them to be as fully prepared as possible for the adoption of a particular child. Depending on the countries the participants are adopting from and the age of the child they are requesting, the Parenting for Attachment's presenter focuses on relevant developmental and cultural information for the specific prospective adoptive parent(s) in attendance.

In addition, TFN works with the prospective adoptive parent(s)' placing agency, if not TFN, to help educate the prospective adoptive parent(s) on the history and cultural, racial, religious, ethnic, and linguistic background of the country they are adopting from, and the known health risks in the specific region or country where the child resides. In addition, when TFN places a specific child, TFN provides the prospective adoptive parent(s) with any other medical, social, background, birth history, educational data, developmental history, or any other data known about the particular child.

The Family Network, Inc.'s trainings are through appropriate methods including collaboration with other agencies or persons to share resources to meet the training needs of prospective adoptive parents; group seminars or workshops offered by TFN, other agencies, persons, or other training entities; individualized counseling sessions; video, computer-assisted, or distance learning methods using standardized curricula; or, in cases where training cannot otherwise be provided (which is rare), an extended home study process, with a system for evaluating the thoroughness with which the topics have been covered.

The Family Network, Inc. provides additional in-person, individualized counseling and preparation, as needed, to meet the needs of the prospective adoptive parent(s) in light of the particular child to be adopted and his or her special needs, and any other training or counseling needed in light of the homestudy. In addition, TFN provides the prospective adoptive parent(s) with a Parent Education Handbook and Resource Guide with relevant articles and other print, internet, and additional resources available for continuing to acquire information about common behavioral, medical, and other issues; connecting with parent support groups, adoption clinics and experts; and seeking appropriate help when needed.

The Family Network, Inc. records the nature and extend of the training and preparation provided to the prospective adoptive parent(s) in their adoption record. The Family Network, Inc. provides each prospective adoptive parent(s) with a certificate of completion of the Parenting for Attachment class, when requested. TFN Staff documents each prospective adoptive parent(s) participation in the educational courses in the AIRS software database and keeps the certificates of completion in their adoption record.

#### 2.24.1

##### Adoption Education Exempting Procedure and Criteria

The Family Network, Inc. strongly believes in parent education and the more training and preparation prospective adoptive parents receive the more likelihood of a successful adoption. Thus, The Family Network, Inc. exempts prospective adoptive parent(s) from all or part of the training and preparation that would normally be required for a specific adoption only when TFN determines that the prospective adoptive parent(s) have received adequate prior training in the last year or has prior experience as parent(s) of children adopted from abroad. The prospective adoptive parent(s)' previous training must have included at least 10 hours (independent of the homestudy) and covered the topics described in Section 96.48 (b) & (c) of the Convention. The prospective adoptive parent(s) must show certificates of completion of this education or have some other proof of meeting the requirements. TFN will evaluate each prospective adoptive parent(s) previous education certificates and recommend any training still needed or will exempt the family from training. All families living in Central and Northern California will be required to attend the Parenting for Attachment workshop regardless of any previous education received, unless they have previously attended.

### **3. International Placement Programs**

#### **3.1**

##### **Obtaining and Providing Medical and Social Information Policy and Procedure**

TFN is currently not operating a country program and therefore does not provide direct medical or social information on internationally adopted children.

#### **3.2**

##### **Referral Process**

The Family Network, Inc. does not currently have any country programs and therefore does not have a referral process. However, in the event one of TFN's homestudy clients receives a referral from another agency, the clients' social worker is available to discuss the referral and assist the family in making an educated decision about a placement decision. TFN encourages all families to have the referral information checked by an international adoption specialist.

#### **3.3**

##### **Withdrawal of a Referral**

The Family Network, Inc. is not operating an international adoption program, is not making referrals, and therefore does not withdraw a referral for any reason.

#### **3.4**

##### **Child Transfer Procedures**

The Family Network, Inc. is not operating an international adoption country program and therefore does not get involved in any child transfers.

### **4. Post-Placement/Adoption Reports (International Adoptions)**

The Family Network, Inc. believes that the post placement/post adoption phase of the adoption is equally as vital to the child's success with their family as the pre-adoption phase. TFN offers parent support groups, support phone calls and counseling, and post placement/adoption monitoring. The purpose of the post placement/adoption monitoring is to ensure that the placement remains in the best interests of the child.

When a placement is in crisis in the post-placement/adoption phase, TFN makes an effort to provide or arrange for counseling by an individual with appropriate skills to assist the family in dealing with the problems that have arisen. If the counseling does not succeed in resolving the crisis and the placement is disrupted, TFN follows the below disruption policy and procedure.

#### **4.1**

##### **Responsibility for Post-Placement/Adoption Requirements**

Clients will be required, during the homestudy process, to research the number of, type of, and intervals of all post-placement reports due according to the country they adopt from. This information can usually be obtained from the placing/facilitating agency (when applicable). When clients work independently, they are responsible for gathering this information from whomever they are working with in the foreign country. When this information is obtained, it will be shared with TFN Staff and documented in client records. The Family Network, Inc. monitors and supervises the child's placement to ensure that the placement remains in the best interests of the child, and ensures that at least the numbers of home visits required by the child's country of origin are performed.

#### **4.2**

##### **Advance Payment for Post-Placement/Adoption Reports**

Clients who complete their homestudy with The Family Network, Inc. will be required to agree to submit advanced payment for the post-placement/adoption period (fee is in the client(s)' fee schedule) and agree to participate in all necessary post-placement/adoption reports. The number required will depend on the requirements of their finding/facilitating agency (if applicable) and the foreign country in which their adoption took place. The payment for all the post-placement/adoption will be due before the homestudy is released.

#### 4.3

##### Commitment to Completion of Post-Placement/Adoption Reports

As different countries have different requirements regarding the number and intervals of post-placement/adoption reports, The Family Network, Inc. requires clients to commit to completing all necessary post-placement/adoption reports with TFN (unless the client(s) move outside TFN's service area).

#### 4.4

##### At Least Two Post-Placement/Adoption Reports are required

All adoptive families are required to do a **minimum** of two post placement/adoption reports up to one year from placement of the child in the client(s)' home or more if required by the child's country of origin, placing agency, or if a social worker deems necessary.

#### 4.5

##### Refunds on Prepaid Funds

In the event an adoptive parent or couple move from the area and need to have another agency complete the required post-placement/adoption reports, TFN will refund pre-paid funds within sixty days (see refund policy for specifics) after TFN has received ALL post placement/adoption reports as required by their placing agency, TFN, and/or the child's country of origin.

#### 4.6

##### Post-Placement/Adoption Paperwork Process

The post-placement/adoption schedule of required visits will be obtained from the family and/or the placing/facilitating agency. The preliminary post-placement/adoption form and post placement/adoption photos will be collected by the TFN staff before the post-placement/adoption visit. TFN will complete the post placement/adoption visit as required by the placing/facilitating agency or child's country of origin and will complete the report in a timely manner in order to be in compliance with the placing/facilitating agency and child's country of origin. The Family Network, Inc. asks that the family respond in a timely manner to phone calls for post placement/adoption visits and manage to arrange a somewhat flexible schedule in order to comply with the requirements they have made to their child's country of origin and/or the placing/facilitating agency.

#### 4.7

##### Child's In-Country Adoption Records

The Family Network, Inc. requires that the family submit all adoption documentation received in the foreign country within 90 days of the child's placement into the client(s)' home.

#### 4.8

##### Re-adoption/Finalization of Adoption in the USA

The Family Network, Inc. requires all client(s) to re-adopt and/or finalize their adoption in the USA within 1 year from the date of the child's placement into the client(s)' home. TFN provides their post adoption/placement client(s) with the necessary court paperwork to file without the need for a lawyer, if they so choose. The cost of this re-adoption is minimal and is VERY beneficial for their child in the future.

In the case of finalizing the adoption (not re-adopting), clients are required to submit the final adoption order from the local county court to TFN within 10 day of entry of the order. TFN will notify the Secretary of the finalization of the adoption within 30 days of the entry of the order.

The Secretary of State shall, with respect to each Convention adoption, issue a certificate to the adoptive citizen parent domiciled in the United States that the adoption has been granted or, in the case of a prospective adoptive citizen parent, that legal custody of the child has been granted to the citizen parent for purposes of emigration and adoption, pursuant to the Convention and the IAA, if the Secretary of State –

- (A) Receives appropriate notification from the central authority of such child's country of origin; and
- (B) Has verified that the requirements of the Convention and the IAA have been met with respect to the adoption.



TFN requires that all clients provide to TFN a copy of the Secretary's certification within 10 days of receipt. Adoptive parents whose child enters the United States from another Convention country for the purpose of adoption, will not receive a final adoption unless the Secretary of State has issued the certificate mentioned about with respect to the adoption (pursuant to the IAA Section 301).

#### 4.9

##### Placement in Crisis (Disruption Policy and Procedures)

The Family Network, Inc. makes every effort to assist all families in continuing to be and develop into a fully functioning strong family unit with the addition of an adopted child(ren). In addition, TFN is committed to helping family members and their adopted children whenever needed. In the event that an adoption has become difficult for an adoptive family, TFN will offer information on necessary resources for treatment centers, therapists, and/or other resources if needed. However, the cost for caring for the need of the child is borne by the adoptive parent. In the event that the adoptive family feels the best choice for their family is to find another home for their child, TFN will do the following:

1. Contact the placing agency and let them know of the situation and work together with the placing agency to best serve the needs of the family.
2. Assist, along with the placing agency (if applicable) in finding an appropriate family situation for the child through contacting families directly known by TFN and/or contacting professionals to see if they have a family who would be an appropriate match for the specific child in need of a new home.
3. Ultimately, TFN will use its resources to find the child a home that is appropriate for the child's needs in order for the child's best interests to be served. However, the Family assumes all risks and financial and emotional obligations in the event of a disruption or dissolution of an adoption.

Furthermore, it is the right of any child in a disruption situation to receive full protection and services and to be deemed as the primary client by TFN and Family.

Upon finalization of an adoption the adoptive child acquires all the rights, privileges and immunities of a child born to Family (in wedlock) and Family has all the responsibilities, legal obligations and duties to the child the same as though the child were born to Family in childbirth. Family understands that in most international adoptions, finalization of the adoption occurs in the foreign country and all of the legal rights and duties of parent and child are created before leaving the foreign country.

In situations where the adoption has not been finalized TFN will attempt to assist the family in arranging for supportive services to the child and family, and in those cases where it is in the best interest of the minor child, TFN will assist in locating and arranging for a new adoptive placement when possible. The agency or government authority holding legal custody of the child will be notified immediately by TFN. The agency or authority holding legal custody of the child will have full authority over the child to remove, place or return the child to their previous orphanage.

Only under rare and extenuating circumstances and when determined to be in the child's best interest, will TFN return the child to his/her country of origin. In these cases, the child's wishes, age, length of time in the USA, and other pertinent factors will be taken into account. In addition, TFN must receive written approval from the Central Authority of the child's country of origin and the Secretary prior to returning the child. The Family shall assume full financial responsibility for coordinating the child's return and the costs of the child's travel and any other associated costs.

In either case, Family is responsible and shall assume full financial responsibility for any such services and for placement of the child, promptly paying or arranging for payment of all expenses incurred meeting the child's needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the local state and foreign country regarding the care and disposition of the child.

While TFN will assist Family and child(ren) through this time, it is understood that TFN will not take physical or legal custody of the child(ren), if legal custody is not already assumed, and future placement may weigh heavily on the family, exactly as it would if this were a biological child(ren). Family assumes all risks and financial and emotional obligations in the event of a disruption or dissolution of an adoption.

The Family Network, Inc. acts promptly and in accord with any applicable legal requirements to remove the child when the placement may no longer be in the child's best interests, to provide temporary care, to find an eventual adoptive placement for the child, and, in consultation with the Secretary, to inform the Central Authority of the child's country of origin about any new prospective adoptive parent(s). In cases where removal of a child from a placement is considered, TFN considers the child's views when appropriate in light of the child's age and maturity and, when required by State Law (in the instance of a child being 12 years or older), obtains the consent of the child prior to removal. TFN does not return a child to the country of origin from the United States where the child placed for adoption in the United States unless the Central Authority of the country of origin and the Secretary have approved the return in writing.

## **5. Staff**

### **5.1**

#### **Hierarchy of Staff**

TFN Staff will be hired by and supervised by the Executive Director of The Family Network, Inc. Other Directors will manage the day to day/administrative tasks of the Adoption Social Workers, the Administrative Assistant, and interns; under the supervision of the Executive Director.

### **5.2**

#### **Education and Experience Requirements**

The Directors and Adoption Social Workers will meet the Hague requirements for education and experience of personnel. All will have experience in the field of adoption and/or child welfare or will be in the process of receiving this education prior to working independently. The Administrative Assistant will have experience in social services, office management, and/or show sufficient education and experience to meet the requirements of their job. All licenses, copies of degrees, verification of education/training, and other necessary personnel documents are kept in each staff's personnel file.

### **5.3**

#### **Training Requirements for Adoption Social Work Staff**

The Family Network, Inc. provides newly hired employees who have adoption-related responsibilities involving the application of clinical skills and judgment (homestudies, counseling services, parent preparation, post-placement and other similar services) with a comprehensive orientation to intercountry adoption that includes training on:

1. The requirements of the Convention, the IAA, the regulations implementing the IAA, and other applicable Federal regulations;
2. The INA regulations applicable to the immigration of children adopted from a Convention country;
3. Relevant State laws;
4. Ethical considerations in intercountry adoption and prohibitions on child-buying;
5. The Family Network, Inc.'s mission statement, goals, ethical and professional guidelines, organizational lines of accountability, policies, and procedures; and
6. The cultural diversity of the population(s) served by The Family Network, Inc.

In addition to the The Family Network, Inc. orientation training, The Family Network, Inc. requires initial training to newly hired or current employees whose responsibilities include providing adoption-related social services that involve the application of clinical skills and judgment (homestudies, counseling services, parent preparation, post-placement and other similar services) that address:

1. The factors in the countries of origin that lead to children needing adoptive families;
2. Feelings of separation, grief, and loss experienced by the child with respect to the family of origin;
3. Attachment and post-traumatic stress disorders;
4. Psychological issues facing children who have experienced abuse or neglect and/or whose parents' rights have been terminated because of abuse or neglect;
5. The impact of institutionalization on child development;
6. Outcomes for children placed for adoption internationally and the benefits of permanent family placements over other forms of government care;
7. The most frequent medical and psychological problems experienced by children from the countries of origin served by the agency or person;

8. The process of developing emotional ties to an adoptive family;
9. Acculturation and assimilation issues, including those arising from factors such as race, ethnicity, religion, and culture and the impact of having been adopted internationally; and
10. Child, adolescent, and adult development as affected by adoption.

See Section. 6.5 (personnel procedures) for specifics regarding the training requirements of employees and how each of the above requirements are met.

#### 5.4

##### Board of Directors

The Family Network, Inc. will be governed by its Board of Directors. The Board of Directors will be comprised of volunteer community members that will meet quarterly to discuss program development, policies, financial management, DHS provision, and promotion. At least three Board Members will have personal and/or professional experience with adoption and be willing to make a minimum of a one year commitment to the Board.

#### 5.5

##### Professional Boundaries

Any staff member who has a personal knowledge or prior professional knowledge (outside of The Family Network, Inc.) of a client will not work directly with that particular client or be responsible for approving his/her homestudy or post-placement reports.

#### 5.6

##### Staff Compensation

The Family Network, Inc. does not compensate any individual who provides adoption services with an incentive fee or contingent fee for each child located or placed for adoption. All directors are compensated by a reasonable salary based on qualifications and workload. All social workers are compensated on a fee-for-service, salary, and/or hourly wage. All part-time employees are compensated with a salary or hourly wage. All fees, wages, and salaries paid to directors, officers, employees, and supervised providers of TFN are not unreasonably high in relation to the services actually rendered, taking into account the country in which the adoption services are provided and the norms for compensation within the intercountry adoption community in that country; the location, number, and qualifications of staff; workload requirements; budget; and agency size. TFN does offer compensation and/or reimbursement of costs to its governing body that is not unreasonably high in relation to the services actually rendered. TFN does not offer any compensation to interns or volunteers. TFN does not offer any compensation to supervised providers. TFN does not make any payments, promise payment, or give other consideration to any individual directly or indirectly involved in the provision of adoption services in a particular case, except for salaries or fees for services actually rendered and reimbursement for costs incurred. TFN has no vendors to whom clients are referred for non-adoption services and therefore, TFN does not offer any compensation to any vendors for any services.

#### 5.7

##### Staff Continuing Education Training

All TFN employees who provide adoption related social services that involve the application of clinical skills and judgment (homestudies, child background studies, counseling services, parent preparation, post placement/post adoption, and similar services) receive no less than 30 hours of training every 2 years on current and emerging adoption practice issues through participation in seminars, conferences, documented distance learning courses, and other similar programs.

The TFN employee may choose the training they would like to attend to meet this requirement. However, the training must be approved by the Executive Director and documented in the employee's training log. TFN only pays for adoption related social service training for their salaried employees.

#### 5.8

##### Professional Conduct and Prohibitive Behaviors Policy

The Family Network, Inc. is committed to serving our community in an honest, ethical, and professional manner. Employees of The Family Network, Inc. understand the agency's mission and code of ethics and are committed to

following these when interacting with clients. Employees, board members, volunteers, agents, and contractors of The Family Network, Inc. are committed to act and behave professionally in all work related settings and dealings with clients.

The Family Network, Inc. prohibits the following: making or accepting payments or other consideration in exchange for referrals or other preferential treatment; steering, directing referrals to, or giving preference to clients easier or less costly to serve the organization and employees within the organization; and steering or directing referrals to private practices in which personnel, consultants, or the immediate families of personnel and consultants are engaged.

## **6. Hague Accreditation Related Internal Policies and Procedures**

### **6.1**

#### **Data Collection, Management, and Reporting Procedures**

When acting as a primary provider, The Family Network, Inc. routinely generates and maintains reports as follows (through the AIRS database system and reports):

1. Information and reports on the total number of intercountry adoptions undertaken by The Family Network, Inc. each year in both Convention and non-Convention cases and, for each case:
  - a. the Convention country or other country from which the child emigrated;
  - b. the State to which the child immigrated;
  - c. the State, Convention country, or other country in which the adoption was finalized;
  - d. the age of the child; and
  - e. the date of the child's placement for adoption.
2. For each disrupted placement involving a Convention adoption, information and reports about the disruption, including information on:
  - a. the Convention country from which the child emigrated;
  - b. the State to which the child immigrated;
  - c. the age of the child;
  - d. the date of the child's placement for adoption;
  - e. the reason(s) for and resolution(s) of the disruption of the placement for adoption, including information on the child's re-placement for adoption and final legal adoption;
  - f. the names of the agencies or persons that handled the placement for adoption; and
  - g. the plans for the child.
3. Wherever possible, for each dissolution of a Convention adoption, information and reports on the dissolution, including information on:
  - a. the Convention country from which the child emigrated;
  - b. the State to which the child immigrated;
  - c. the age of the child;
  - d. the date of the child's placement for adoption;
  - e. the reason(s) for and resolution(s) of the dissolution of the adoption, to the extent known by TFN;
  - f. the names of the agencies or persons that handled the placement for adoption; and
  - g. the plans for the child.
4. Information on the shortest, longest, and average length of time it takes to complete a Convention adoption, set forth by the child's country of origin, calculated from the time the child is matched with the prospective adoptive parent(s) until the time the adoption is finalized by a court, excluding any period for appeal;
5. Information on the range of adoption fees, including the lowest, highest, average, and the median of such fees, set forth by the child's country of origin, charged by TFN or a person for Convention adoptions involving children immigrating to the United States in connection with their adoption.

TFN provides any of the above information to the accrediting entity or the Secretary within thirty days of request. In addition, TFN maintains all this required data required in a format that is approved by the accrediting entity and provides this data to the accrediting entity on an annual basis.



Financial Management Policy and Procedures

The Board of Directors must approve TFN's budget and be advised of TFN's financial status through receipt of quarterly reports. The budget discloses all remuneration (including perquisites) paid to the agency's board of directors, managers, employees, and supervised providers.

In order to maintain a solid financial state of affairs, TFN established and follows this risk management process in regards to finances:

1. Safety and Security
  - a. All checks are kept in the locked financial drawer or in a locked car when being transported for deposit.
  - b. All directors/employees that have the capacity to cash checks/deposit money/write checks are bonded.
  - c. The Family Network, Inc.'s bookkeeper is also bonded.
2. Bill Payment Management
  - a. All financial transactions are carefully monitored. Deposits are monitored by a minimum of two bonded TFN employees, unless a deposit needs to be made and no other bonded employee is available, in which case the deposit will be handled by the available bonded TFN employee. All financial transactions are overseen by the bookkeeper, and reviewed by the Treasurer of the Board.
  - b. All bills are received and reviewed by the chief executive officer at the main office of TFN.
  - c. The bills are paid by the bookkeeper weekly at the TFN office and the payments are listed in the computer bill-pay database.
  - d. The bookkeeper marks on the bill itself that it was paid, the amount paid, and the date of payment, and returns it to the chief executive officer.
  - e. The chief executive officer reviews bills, the bill pay database, and then stores the bills in envelopes labeled for each month and year.
  - f. Any wires sent or Western Union Payments made by TFN are scanned and emailed by a bonded employee to the bookkeeper within 2 business days.
  - g. All checks written are reviewed by the bookkeeper on a weekly basis.
  - h. The checks are signed by Luke W. Leonard or Georgia L. Leonard (authorized signatures).
3. Funds Received
  - a. Checks are typically received at the initial interview or via the mail and placed in either the locked financial drawer at the TFN office or in the locked car of the bonded TFN employee, awaiting deposit.
  - b. When a non-bonded social worker receives payment at the initial interview, the check is mailed promptly to the TFN office.
  - c. When checks are received for deposit, they are stamped with the appropriate TFN bank account number for either the operating account or the reserve account by a bonded TFN employee. The deposit slip and the checks being deposited are copied, scanned and emailed to the bookkeeper, and then placed in the Payments Received Binder for that year.
  - d. When checks are deposited in a location other than the local bank, the check is copied from the online bank records. A copy of the check is printed and a deposit slip is made. A copy of the deposit slip and check that was deposited is scanned and emailed to the bookkeeper, and then placed in the Payments Received Binder for that year.
  - e. When a credit card authorization is received it is processed by a bonded employee through The Intuit Merchant Account and a copy of the completion is printed and emailed to the bookkeeper along with the authorization from the client.
  - f. Receipts are sent via email or mail within 30 days of payment.
  - g. A bonded TFN employee makes the deposit into the designated account.
  - h. In the event that a partial payment is received for a service rendered, the client is invoiced for the remaining amount within 30 days.
4. Board Oversight
  - a. The Family Network, Inc.'s treasurer is responsible for financial oversight and reviews the Quickbook accounts at least every month.
  - b. The treasurer has access to review the bank account activity and the chief executive officer discusses TFN financial issues for advice and guidance.

- c. The entire board is given quarterly financial reports and updates and an annual complete review of TFN finances (the internal audit).
  - d. The board of directors approves the TFN budget and officers' salaries.
  - e. All results for the independent audit (performed every 4 years) are discussed at a board meeting.
  - f. All major financial decisions are discussed and require approval by the board prior to implementation.
  - g. Board approval is needed for purchases and repairs over \$1,000 and documented in the board minutes. The board can give pre-approval of some specific purchases and repairs prior to these purchases or repairs being made, such as car repairs.
  - h. Board must approve new accounts and/or major debts.
5. Payroll Procedures
- a. The Chief Executive Officer receives a time sheet, case records, and mileage records from each employee, as applicable.
  - b. The Chief Executive Officer makes a salary form and sends the salary form to the bookkeeper.
  - c. The bookkeeper prepares the paystubs and the Chief Executive Officer is in charge of paying payroll by check or electronic deposit. When applicable, the bookkeeper can process the payroll electronically.
  - d. The bookkeeper complies with all State and Federal reporting regulations.

### 6.3

#### Information Disclosure Policy and Procedures

The Family Network, Inc. cooperates with reviews, inspection, and audits by the accrediting entity or the Secretary by providing any and all information and documents requested, answering questions asked, giving time to reviewers, and having the office open and available for inspection.

In the event that there are any changes to The Family Network, Inc.'s information required by Section 96.35 of the Convention, TFN will notify the accrediting entity within 30 business days of learning of the change with a formal written disclosure of the change, and an explanation, as needed. In addition, TFN will provide the accrediting entity with any supporting documentation needed as a result of the change.

Procedure for Submitting Self-Reports to COA: TFN's Executive Director oversees the self-report process for COA. The Executive Director is aware of the circumstances that warrant a self-report and submits the requested information/report as each situation arises via the COA website. Once the information has been submitted a receipt of submission is received. The Executive Director prints the record and files the receipt in a "self-report" section of our COA binder. If a receipt is not received, the Executive Director calls the appropriate COA representative to make sure the self-report was received by COA and to request a receipt be sent.

Additionally, every April 1<sup>st</sup> and October 1<sup>st</sup> the Executive Director files the mandatory COA Complaint History Self Report.

#### **Disclosures to prospective clients:**

When The Family Network, Inc. is contacted by a prospective adoptive family, initial information is sent to the family by the method of their choice – email, regular mail, or fax.

If a family is interested in a home study they will receive the TFN Initial Home Study Information Packet which includes background information on the agency, information on the home study process, written schedule of expected total fees and estimated expense, as well as a written explanation of conditions under which fees or expense may be charged, waived, reduced or refunded and how fees and expense must be paid. They will also receive TFN's Policy and Procedures for Clients, an introduction letter which outlines general eligibility criteria, and an adoption services contract which they will be expected to sign for homestudy services if they wish to proceed. They will be provided with a sample of the risk release form, which is a waiver form that all homestudy clients are required to sign as part of the homestudy process.

The Family Network, Inc. discloses to client(s) and prospective client(s) that the following information is available upon request and makes such information available when requested:

1. the number of its 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;
2. the number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years.
3. the number of children eligible for adoption and awaiting an adoptive placement referral via the agency or person.

Initial Home Study packet includes an offer to share statistical information with prospective adoptive parents from TFN for the past 3 calendar years regarding applications, placement and waiting children. Should clients request this, either verbally or in writing, TFN will provide them the statistics in the format of their preference – email, fax, or regular mail. TFN updates this information upon request.

#### **Disclosures to the public:**

The Family Network, Inc. will disclose in writing all the above information that it discloses to prospective adoptive parents to the general public upon request.

#### **6.4**

##### **Employees Exemption Procedure**

TFN exempts newly hired and current employees from elements of the orientation and initial training required in Convention training requirements for social services personnel (Section 96.38(a) and (b)) only where the employee has demonstrated experience with intercountry adoption and knowledge of the Convention and the IAA. However, no new or current employees are exempt from attending the Parenting for Attachment workshop, presented by Georgia L. Leonard, MSW, unless they have extensive prior training on this subject.

TFN will evaluate a new employee's experience with intercountry adoption by reviewing their resume, training logs, and references from previous employers. Also, TFN will ask questions during the interview that helps them determine the prospective new employees' expertise. In addition, all new employees who would like to be exempt from any of our training requirements will be required to complete a California State Laws worksheet, Convention Worksheet, and IAA Worksheet to determine their knowledge of the State Laws, the Convention, and the IAA. If the new employee does not fill out the worksheets accurately or if their knowledge in intercountry adoptions seems incomplete based on questions asked, they will be required to take the online course [www.hagueadoption.com](http://www.hagueadoption.com) and may be required to complete additional TFN orientation and training (depending on the results of the worksheets and interviews).

All TFN employees are required to fill out the questionnaire "suitability to provide adoption services" at the time of interviewing. If a prospective employee is applying for a specific position and the results of the questionnaire, resume, training logs, and references from previous employers result in a determination that the prospective employee is not suitable to provide the services for which they have applied, they will be not be hired for the position.

#### **6.5**

##### **Personnel Procedures**

The Family Network, Inc. only uses employees with appropriate qualifications and credentials to perform, in connection with a Convention adoption, adoption-related social service functions that require the application of clinical skills and judgment (home studies, child background studies, counseling, parent preparation, post placement, and other similar services).

The Family Network, Inc. has the following procedures in place for the recruitment, selection, and assignment of staff:

#### **6.5.1**

##### **Administrative Staff**

1. The Family Network, Inc. advertises the position opening via the internet/paper/or other means.

2. The Director of Adoption Services reviews the cover letters and resumes received.
3. If a prospective employee meets TFN's requirements for the position offered, he/she is called in for their first interview with either the Chief Executive Officer or Director of Adoption Services. This initial interview can be a phone interview.
4. If the prospective employee seems like a good candidate for the position, a second interview is conducted with the Chief Executive Officer.
5. If the interview process is successful, the Chief Executive Officer calls references from the prospective employee's list.
6. The appropriate TFN employees discuss the prospective employee's fit within the TFN's organization mission and work atmosphere and a decision to hire or not hire the person is made as a group with final approval by the Chief Executive Officer.
7. Upon hire, when possible and applicable, the new employee is given 2 weeks of training with the employee who is leaving their position and is given the new employee orientation manual to read through and keep for their records.
8. The employee is hired on a probationary period for 3 months and is evaluated every month during those first 3 months to determine their ability to meet the needs and requirements of the position and TFN.
9. After 3 months, the employee is considered a permanent employee and their vacation time, sick time, and benefits (if applicable) go into effect.
10. The Family Network, Inc. will change these procedures, when necessary, based on the current agency situation, past employees, and prospective employees and to make the procedures individualized to the given circumstances.

#### 6.5.2

##### Professional Staff and Social Services Personnel

1. The Family Network, Inc. advertises the position opening via the internet, other media, or word of mouth or receives an unsolicited resume for a position although nothing was advertised.
2. The Director of Adoption Services reviews the cover letters and resumes received to see if the person meets the qualifications for the position in which they are applying (ex. home study preparers must meet the INA requirements – 8CFR 204.3b). In addition, the prospective employee is required to fill out the questionnaire "suitability to provide adoption services" based on Section 96.37 of the Convention.
3. If a prospective employee meets TFN's requirements for a position (which includes the INA requirements and the requirements of Section 96.37 of the Convention, outlined in the questionnaire "suitability to provide adoption services") and there is a need for a new staff member, the Chief Executive Officer calls and has an initial interview with the prospective employee either on the phone or in person.
4. If during the first interview, the prospective employee is found to be a qualified candidate for the position, the prospective employee will be asked to be interviewed in person with the Chief Executive Officer and any other appropriate TFN employees.
5. If the second interview is successful, the Chief Executive Officer calls the references from the prospective employee's list.
6. The Chief Executive Officer and other appropriate TFN employees discuss and consider the employee's fit within TFN's organization mission and work atmosphere and a decision to hire or not hire the person is made with final approval by the Chief Executive Officer.
7. The prospective employee must be able to attend all mandatory training and orientation and be willing to meet the requirements of the Convention.
8. If the prospective employee does not have an MSW, they must be approved by the state before receiving an offer of employment.
9. The new employee must complete the training and orientation which covers the topics outlined in 96.38(a) of the Hague Convention within one month of hire date and successfully complete the three worksheets: Convention, IAA, and California State Laws. If the new employee has had five years of adoption experience and education, the required training and orientation must be reviewed within a six month period.
10. The new employee does not have extensive experienced in adoption, then the new employee accompanies a TFN employee with a MSW, to the home study interviews on at least two cases and post adoption interviews on at least two post adoption visits. An employee without the background experience in international adoption will be



required to accompany a TFN employee with a MSW on more visits as the Chief Executive Officers deems necessary. An employee who has extensive experience working in the international adoption field and who evidences a thorough understanding of international adoption issues including grief, loss, attachment, adjustment, culture, race, identity, language acquisition, etc. may conduct their first home study visit and post adoption visit independently.

11. All professional staff are required to complete all items on the Employee Training Checklist (which covers all topics outlined in 96.38(b) or needs to show equivalent education/experience prior to working independently (until completion of training, the employee must be accompanied by a TFN employee with a MSW on adoptive family visits and interviews).
12. The employee is hired on a probationary period for 3 months and is evaluated after the first 3 months to determine their ability to meet the needs and requirements of their position.
13. After 3 months, the employee is considered a permanent employee.
14. The Family Network, Inc. will change these procedures, when necessary, based on the current agency situation, past employees, and prospective employees and to make the procedures individualized to the given circumstances. However, under no circumstances, will an employee be hired who does not meet the education and experience requirements outlined in the Convention.

## 6.6

### Waiver Completion Procedure

The Family Network, Inc. requires all homestudy-only prospective adoptive parent(s) to sign two waivers, the “Adoption Services Contract” and “International/Domestic Risks Release” form. Prospective adoptive parents interested in a homestudy service are given the “Adoption Services Contract” in the initial homestudy information packet sent at initial contact, along with a copy of the “International/Domestic Risks Release” form that they will be signing as part of the homestudy process. We require receipt of the “Adoption Services Contract” with the application before proceeding with the homestudy.

All waivers are limited and specific based on risks discussed in the contract. Families **must** sign these and turn them in **before** proceeding with their adoption.

In special circumstances, The Family Network, Inc. reserves the right to create additional waivers for a specific family that will first be approved by a licensed adoption attorney, as a contract/waiver that complies with California State Law.

## 6.7

### Finalizing Adoptions Procedure

TFN requires prospective adoptive parent(s) to agree to the Post Placement/Adoption requirements as part of their contract with TFN, and:

1. Informs the prospective adoptive parent(s) in the adoption services contract of the Post Placement/Adoption requirement prior to issuing a finalized home study or, in child-placing cases, prior to sending the prospective adoptive parent(s)’ dossier to the foreign country and/or assigning the prospective adoptive parent(s) a child, whichever is earlier
2. Informs the prospective adoptive parent(s) that they will be required to provide all necessary information for the Post Placement/Adoption report(s); and
3. Discloses who will prepare the reports and the fees that will be charged either in the adoption services contract or, in child-placing cases, in the individualized service plan.
4. All fees for the Post Placement/Adoption placement period shall be paid prior to issuing a finalized home study or, in child-placing cases, prior to sending the prospective adoptive parent(s)’ dossier to the foreign country and/or assigning the prospective adoptive parent(s) a child, whichever is earlier.

TFN ensures that the prospective adoptive parent(s)’ Convention adoption complies with Section 301 of the IAA by requiring the family submit to TFN a copy of the Secretary’s certification within 10 days of receipt. TFN also requires prospective adoptive parent(s)’ finalize their adoption in the United States and submit to TFN the final adoption order from the local county court within 10 day of entry of the order. TFN will notify the Secretary of the finalization of the adoption within 30 days of the entry of the order.

## 6.7

### Website Development and Maintenance Procedures

The Family Network, Inc. uses its website to maintain a presence on the web and to provide potential clients browsing the internet with initial information about our programs and services, as well as information about how to contact our agency. The Family Network, Inc. uses its website in the placement of children only in ways allowed by the State of California and the country of origin of the children. The website is controlled and regulated carefully to avoid misuse and links to any sites that reflect practices involving the sale, abduction, exploitation or trafficking of children. Photographs of children under the “waiting children” section of our website are used only to identify children who are currently waiting for adoption, or who have already been adopted or placed for adoption and the photographs are clearly labeled as such. The Family Network, Inc. does not use its website as a substitute for the direct provision of adoption services including services to the child, the prospective adoptive parent(s), and/or the birth parent(s).

## 6.8

### Fee Policies and Procedures

Before providing any adoption service to prospective adoptive parent(s), The Family Network, Inc. itemizes and discloses in writing the following information for each separate category of fees and estimated expenses that the prospective adoptive parent(s) will be charged in connection with a Convention adoption:

1. Adoption Expenses in the United States: the expected total fees and estimated expenses for all adoption services other than the home study that will be provided in the United States, including but is not limited to, personnel costs, administrative overhead, operational costs, training and education, communications and publications costs, and any other costs related to providing adoption services in the United States;
2. Foreign Country Program Expenses: the expected total fees and estimated expenses for all adoption services that will be provided in the child's Convention country, including, but is not limited to, costs for personnel, administrative overhead, training, education, legal services, and communications, and any other costs related to providing adoption services in the child's Convention country;
3. Care of the Child: the expected total fees and estimated expenses charged to prospective adoptive parent(s) for the care of the child in the country of origin prior to adoption, including, but not limited to, costs for food, clothing, shelter and medical care; foster care services; orphanage care; and any other services provided directly to the child;
4. Translation and Document Expenses: the expected total fees and estimated expenses for obtaining any necessary documents and for any translation of documents related to the adoption, along with information on whether the prospective adoptive parent(s) will be expected to pay such costs directly or to third parties, either in the United States or in the child's Convention country, or through the agency or person. This category includes, but is not limited to, costs for obtaining, translating, or copying records or documents required to complete the adoption, costs for the child's Convention court documents, passport, adoption certificate and other documents related to the adoption, and costs for notarizations and certifications;
5. Contributions: any fixed contribution amount or percentage that the prospective adoptive parent(s) will be expected or required to make to child protection or child welfare service programs in the child's Convention country or in the United States, along with an explanation of the intended use of the contribution and the manner in which the transaction will be recorded and accounted for; and
6. Post-placement and post-adoption reports: the expected total fees and estimated expenses for any post-placement or post-adoption reports that TFN or parent(s) must prepare in light of any requirements of TFN and the expected country of origin.
7. Third Party fees: the expected total fees and estimated expenses for services that the prospective adoptive parent(s) will be responsible to pay directly to a third party. Such third party fees include, but are not limited to, fees to competent authorities for services rendered or Central Authority processing fees; and
8. Travel and accommodation expenses: the expected total fees and estimated expenses for any travel, transportation, and accommodation services arranged by TFN for the prospective adoptive parent(s).

## 6.9

### Risk Assessment Procedures

The Family Network, Inc. assesses the risk it assumes at the end of every fiscal year or whenever another risk becomes evident. TFN uses this assessment as the basis for determining the type and amount of professional, general, directors' and officers', errors and omissions, and other liability insurance to carry. TFN always maintains professional liability insurance in amounts reasonably related to its exposure to risk, but in no case in an amount less than \$1,000,000 in the aggregate. As part of TFN's annual risk assessment and when a current insurance renewal is due, TFN consults with its insurance broker regarding insurance needs and makes the appropriate changes and/or keeps its current policy.

## 6.10

### Acting as a Primary Provider Policies and Procedures

When acting as the primary provider, The Family Network, Inc. develops and implements a service plan for providing all adoption services and provides all such services, either directly or through arrangements with supervised providers, exempted providers, public domestic authorities, competent authorities, Central Authorities, public foreign authorities, or, to the extent permitted by the Convention (agencies, persons, or other non-governmental entities).

When acting as the primary provider, The Family Network, Inc. provides appropriate supervision to supervised providers and verifies the work of other foreign providers in accordance with the Convention.

When TFN acts as the primary provider, TFN adheres to the provisions in Section 96.14(b) through (e) and:

1. Enters into a placement contracts with prospective adoptive parent(s) to provide child referral and placement;
2. If applicable, accepts custody from birth parent or other legal custodian in a Convention country for the purpose of placement for adoption.
3. Assumes responsibility for liaison with Convention country's Central Authority or its designees with regard to arranging an adoption;
4. Receives from Convention country information about a child that is under consideration for adoption unless acting as a local service provider that conveys such information to parent(s) on behalf of the primary provider.

In the case of accredited agencies or approved persons, and in the case of temporarily accredited agencies, when TFN acts as the primary provider, TFN will use only the following to provide adoption services in the United States:

1. A supervised provider including an accredited agency, temporarily accredited agency, or approved person;
2. An exempt provider, if the exempted provider's homestudy or child background study will be reviewed and approved by an accredited agency or temporarily accredited agency;
3. A public domestic authority.

In the case of accredited agencies or approved persons, and in the case of temporarily accredited agencies, when TFN acts as the primary provider, TFN will use only the following to provide adoption services in a Convention country:

1. A Central Authority, competent authority, or a public foreign authority;
2. A foreign supervised provider, including a provider accredited by the Convention country;
3. A foreign provider (agency, person, or other non-governmental entity) who:
  - a. Has secured or is securing the necessary consent to termination of parental rights and to adoption, if TFN verifies the consent was obtained in accordance with applicable foreign law and of the Convention.
  - b. Has prepared or is preparing a background study on a child in a case involving immigration to the United States and a report on the results of such a study if TFN verifies the study and report performed by the foreign provider was performed in accordance with applicable foreign law.

TFN will not provide supervision or assume responsibility for public domestic authorities or Central Authorities, competent authorities, and public foreign authorities.

### 6.10.1

#### Using Supervised Providers

The Family Network, Inc., when acting as the primary provider and using supervised providers in the United States to provide adoption services, The Family Network, Inc. ensures that each such supervised provider:

1. Is in compliance with applicable State licensing and regulatory requirements in all jurisdictions in which it provides adoption Service;
2. Does not engage in practices inconsistent with the Convention's principles of furthering the best interests of the child and preventing the sale, abduction, exploitation, or trafficking of children; and
3. Before entering into an agreement with The Family Network, Inc., the supervised provider discloses to TFN, the suitability information listed in Section 96.35 by completing and submitting to TFN the form: TFN Preliminary Provider Information, which includes all information in Section 96.35 and complies with the Hague Convention.

When using supervised providers in the United States to provide adoption services, ensures that each such supervised provider operates under a written agreement with TFN, entitled "Agreement with Supervised Provider for Hague Case," which complies with the Hague Convention and:

1. Identifies clearly the adoption service(s) to be provided by the supervised provider and requires that the service(s) be provided in accordance with the applicable service standard(s) for accreditation and approval (for example: homestudy (96.47); parent training (96.48); child background studies and consent (96.53));
2. Requires the supervised provider to comply with the following standards regardless of the type of adoption services it is providing: prohibition on child-buying (96.36), compensation (96.34), employee training (96.38), waivers of liability (96.39d), and complaints (Section 96.41(b) through (e));
3. Identifies specifically the lines of authority between TFN and the supervised provider, the employee of TFN who will be responsible for supervision, and the employee of the supervised provider who will be responsible for ensuring compliance with the written agreement;
4. States clearly the compensation arrangement for the services to be provided and the fees and expenses to be charged by the supervised provider;
5. Specifies that the supervised provider's fees and expenses will be billed to and paid by the client(s) directly.
6. Provides that, if billing the client(s) directly for its service, the supervised provider will give the client(s) 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 client(s) may be entitled within sixty days of the completion of the delivery of services;
7. Requires the supervised provider to meet the same personnel qualifications as accredited agencies and approved persons, as provided for in Section 96.37, except that, for purposes of Section 96.37(e)(3), (f)(3), and (g)(2), the work of the employee must be supervised by an employee of an accredited agency or approved person;
8. Requires the supervised provider to limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in Section 96.42;
9. Requires the supervised provider to respond within a reasonable period of time to any request for information from TFN, the Secretary, or the accrediting entity that issued TFN's accreditation and approval;
10. Requires the supervised provider to provide TFN, on a timely basis any data that is necessary to comply with TFN's reporting requirements;
11. Requires the supervised provider to disclose promptly to TFN any changes in the suitability information required by Section 96.35;
12. Permits suspension or termination of the agreement on reasonable notice if TFN has grounds to believe that the supervised provider is not in compliance with the agreement or requirements of this section.

#### 6.10.1.1

##### Entering into Agreements with Supervised Providers and Oversight Procedures

The Family Network, Inc. requires the supervised provider to send signed copies of the *TFN Preliminary Provider Information* and the *SUPERVISED PROVIDER AGREEMENT*. In addition, the supervised provider must provide The Family Network, Inc. with the following:

1. Copy of fee schedule
2. Mission statement
3. Organizational Flow chart
4. Copy of pre-education materials
5. A copy of the supervised provider's current license and proof of good standing
6. Director's Licenses



7. Their policy on child abduction, child buying, and a statement that all work is done in the best interest of the child
8. Proof of nonprofit status (copy of 501c3 letter)
9. A copy of their complaint policy and procedure
10. A copy of their articles of incorporation
11. Proof of professional liability insurance (at least 1,000,000)
12. A copy of their state adoption laws

TFN prefers to work with only Hague accredited agencies, though this may not always be possible. Therefore, TFN will request in the above information as a method of overseeing the supervised provider's work. TFN will only enter into written agreements with providers who, based on the supplied information, demonstrate compliance with the requirements of the Hague convention. In the event that TFN receives a signed supervised provider agreement and recognizes that the provider's supporting documentation demonstrates that the provider is NOT in compliance with Hague, TFN will not sign the agreement with this provider and will not enter into a supervisory relationship with this provider.

#### 6.10.2

##### Using Providers in Convention Countries Procedures

The Family Network, Inc., when acting as the primary provider and using foreign supervised providers to provide adoption Service in Convention countries, ensures that each such foreign supervised provider:

1. Is in compliance with the laws of the Convention country in which it operates;
2. Does not engage in practices inconsistent with the Convention's principles of furthering the best interests of the child and preventing the sale, abduction, exploitation, or trafficking of children;
3. Before entering into an agreement with TFN for the provision of adoption services, discloses to the TFN the suitability information required listed in Section 96.35 of the Convention, taking into account the authorities in the Convention country that are analogous to the authorities identified in that section;
4. Does not have a pattern of licensing suspensions or other sanctions and has not lost the right to provide adoption Service in any jurisdiction for reasons germane to the Convention; and
5. Is accredited in the Convention country in which it operates, if such accreditation is required by the laws of that Convention country to perform the adoption Service it is providing.

The Family Network, Inc., when acting as the primary provider and using foreign supervised providers to provide adoption services in Convention countries, ensures that each such foreign supervised provider operates under a written agreement with The Family Network, Inc. that:

1. Identifies clearly the adoption service(s) to be provided by the foreign supervised provider;
2. Requires the foreign supervised provider, if responsible for obtaining medical or social information on the child, to comply with the standards in Section 96.49(d) through (j);
3. Requires the foreign supervised provider to adhere to the standard in Section 96.36(a) prohibiting child buying; and has written policies and procedures in place reflecting the prohibitions in Section 96.36(a) and reinforces them in training programs for its employees and agents;
4. Requires the foreign supervised provider to compensate its directors, officers, and employees who provide intercountry adoption Service on a fee-for-service, hourly wage, or salary basis, rather than based on whether a child is placed for adoption, located for an adoptive placement, or on a similar contingent fee basis;
5. Identifies specifically the lines of authority between the TFN and the foreign supervised provider, the employee of the TFN who will be responsible for supervision, and the employee of the supervised provider who will be responsible for ensuring compliance with the written agreement;
6. States clearly the compensation arrangement for the Service to be provided and the fees and expenses to be charged by the foreign supervised provider;
7. Specifies whether the foreign supervised provider's fees and expenses will be billed to and paid by the client(s) directly or billed to the client through the primary provider;
8. Provides that, if billing the client(s) directly for its services, the foreign supervised provider will give the client(s) 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 client(s) may be entitled within sixty days of the completion of the delivery of services;

9. Requires the foreign supervised provider to respond within a reasonable period of time to any request for information from the TFN, the Secretary, or the accrediting entity that issued the TFN's accreditation or approval;
10. Requires the foreign supervised provider to provide TFN on a timely basis any data that is necessary to comply with the TFN's reporting requirements;
11. Requires the foreign supervised provider to disclose promptly to the TFN any changes in the suitability information required by Section 96.35; and
12. Permits suspension or termination of the agreement on reasonable notice if the TFN has grounds to believe that the foreign supervised provider is not in compliance with the agreement or the requirements of this section.

The Family Network, Inc., when acting as the primary provider and, in accordance with Section 96.14, using foreign providers that are not under its supervision, verifies, through review of the relevant documentation and other appropriate steps; including but not limited to: visits to the country, review of foreign law, checking with the US Embassy and/or adoption authority in the specific country, other country specific steps that would verify the information received; that:

1. Any necessary consent to termination of parental rights or to adoption obtained by the foreign provider was obtained in accordance with applicable foreign law and Article 4 of the Convention;
2. Any background study and report on a child in a case involving immigration to the United States (an incoming case) performed by the foreign provider was performed in accordance with applicable foreign law and Article 16 of the Convention.

#### 6.10.2.1

##### Entering into Agreements and Overseeing Foreign Supervised Providers Procedures

As of 7/1/12, The Family Network, Inc. has no foreign supervised providers. In the event that TFN opens a new country program and uses a foreign supervised provider, TFN will enter into a written agreement with the foreign supervised provider before officially opening the program.

In the event that The Family Network, Inc. has a prospective foreign supervised provider, TFN will inform the supervised provider of their responsibilities that meet the requirements of the Convention and, upon satisfactory verbal approval of these responsibilities, will require a written explanation and proof (country specific) how they meet these requirements and responsibilities in a timely fashion. If this written explanation meets with TFN approval, the Executive Director will contact the US Embassy in the Convention Country, the Central Authority in the Convention Country, and other US based placing agencies, to determine whether this individual has acted in anyway inconsistent with the requirements of the Convention and/or been the subject of any complaints. Based on the finding from these sources, the Executive Director of TFN will make a determination whether to visit the country and the foreign supervised provider. If the Executive Director visits the foreign supervised provider and finds that he/she is reputable and has the ability to meet the Convention requirements, will enter into a formal written foreign supervised provider agreement. TFN will start with a small number of cases to observe the practices of the foreign supervised provider in these cases and will only begin other new cases in the event of successful compliance and accomplishment of the responsibilities outlined in the written agreement. In addition, TFN will travel to the country at least annually (and more often as needed) to oversee the practices of this foreign supervised provider.

If the foreign supervised provider does not act in accordance with the written agreement and with the requirements of the Convention, The Family Network, Inc. will suspend the program until the foreign supervised provider complies. In the event that TFN suspects unethical conduct, inappropriate use of funds, and/or mistreatment of children by the foreign service provider, TFN will close the program with this provider, take action to protect the rights of the children, and will make every effort to finish the adoptions of those prospective adoptive families in process.

#### 6.10.3

##### Verifying Information from Foreign Providers

The Family Network, Inc., when acting as the primary provider and, in accordance with Section 96.14, using foreign providers that are not under its supervision, verifies, through review of the relevant documentation and other appropriate steps, that:

1. any necessary consent to termination of parental rights or to adoption obtained by the foreign provider was obtained in accordance with applicable foreign law and Article 4 of the Convention;
2. any background study and report on a child in a case involving immigration to the United States (an incoming case) performed by the foreign provider was performed in accordance with applicable federal law and Article 16 of the Convention.

In order to ensure ethical and lawful practices and to meet the above verification, TFN prefers to work in countries with a designated governmental central authority, which is in charge of all child placements for that country. For example, TFN work directly with the central governmental entity, CCCWA, in China.

#### 6.11

##### Performance of Convention Communication and Coordination

The Family Network, Inc. keeps the Central Authority of the Convention country and the Secretary informed as necessary about the adoption process and the measures taken to complete it, as well as about the progress of the placement if a probationary period is required.

The Family Network, Inc. takes the appropriate measures, consistent with the procedures of the U.S. Central Authority and of the Convention country, to:

1. Transmit on a timely basis the home study to the Central Authority or other competent authority of the child's country of origin;
2. Obtain the child background study, proof that the necessary consents to the child's adoption have been obtained, and the necessary determination that the prospective placement is in the child's best interests, from the Central Authority or other competent authority in the child's country of origin;
3. Provide confirmation that the prospective adoptive parent(s) agree to the adoption to the Central Authority or other competent authority in the child's country of origin; and
4. Transmit the determination that the child is or will be authorized to enter and reside permanently in the United States to the Central Authority or other competent authority in the child's country of origin.

The Family Network, Inc. takes the necessary and appropriate measures, consistent with the procedures of the Convention country, to obtain permission for the child to leave his or her country of origin and to enter and reside permanently in the United States. Where the transfer of the child does not take place, The Family Network, Inc. returns the home study on the prospective adoptive parent(s) and/or the child background study to the authorities that forwarded them.

The Family Network, Inc. takes the necessary and appropriate measures to perform any tasks in a Convention adoption case that the Secretary identifies are required to comply with the Convention, the IAA, or any regulation implementing the IAA.

## **DEFINITIONS**

**PLACING/FACILITATING AGENCY:** This is an adoption agency that has official contracts with foreign countries to bring children from overseas to be adopted into families that reside in the United States. Foreign countries require adoption agencies within the United States to go through an accreditation process with their government. This ensures an official, legal, and efficient adoption in their country. As of July 2012, The Family Network, Inc. facilitates adoptions in one country: China, and also often partners with agencies that are accredited to assist clients with other international adoption country programs. The Family Network, Inc. encourages all clients to choose such an agency, over an independent foreign adoption, to better ensure a smooth and more successful adoption. Although there are collaborations with such agencies, The Family Network, Inc. is not responsible for the service provided by such an agency.

**ADOPTION EDUCATION:** Events and series that focus on adoption education relevant to adoptive families and/or adoption professionals. The Family Network, Inc. requires adoptive parents to obtain at least 10 hours of parent education.

**CALIFORNIA STATE STANDARDS AND GUIDELINES:** The standards all adoption agencies in California must meet to be licensed for adoption Service. As a licensed agency, The Family Network, Inc. must be in compliance at all times with these standards and participate in unannounced site visits from State officials to ensure proper practice. The license is perpetual unless revoked.

**COUNCIL ON ACCREDITATION:** The Council on Accreditation (COA) was hired by the U.S. Department of State as the accrediting entity to accredit agencies and persons involved in intercountry adoption. COA partners with human service organizations worldwide to improve service delivery outcomes by developing, applying, and promoting accreditation standards.

**COUNTRY SPECIFIC REQUIREMENTS:** Each foreign country that allows adoption of its children by families that reside in the United States has different adoption requirements and ways of conducting the business part of adoptions. The areas that might vary from country to country are eligibility of adoptive parents, types of children available, referral process, fees, and length of travel time, court proceedings, and background information on the child. The Family Network, Inc. advises prospective adoptive parents to work with accredited facilitators that are experienced and familiar with the requirements of the foreign country they have chosen to work with.

**DEPARTMENT OF HOMELAND SECURITY (DHS):** This used to be known as the INS and is often referred to as USCIS or CIS (United States Citizenship & Immigration Services). It is the American government agency that approves the adoption plan and provides the necessary documents to bring the foreign born adopted child into the United States. The DHS requires a copy of the homestudy and completed paperwork from the adoptive parents. This is also known as the immigration process of an international adoption.

**DOMESTIC ADOPTIONS:** Adoption of a child that resides in the United States. The Family Network, Inc. is licensed to perform domestic adoptions.

**HAGUE CONVENTION:** In May 1993, 66 countries, including the United States, reached an agreement establishing a cooperative framework between the countries of origin of children in need of adoption and their receiving countries to ensure that the child's best interests are safeguarded. The Convention's objective was to prevent abuses such as the abduction or sale of, or the trafficking in, children or any other improper financial gains. It also sought to ensure proper consent to the adoption, allowed for the child's transfer, and established the adopted child's status in the receiving country.

The Convention set minimum international standards and procedures for adoptions that occur between countries which have implemented the Convention. In the case of adoptions taking place between countries that have implemented it, the Convention ensures greater protection from exploitation for children, birth parents and adoptive parents alike. Not every signatory country has yet implemented the agreement.

The Department of State issued the final rule (Hague Regulations) that govern the accreditation and approval process on February 15, 2006. The final rule establishes:

1. The accreditation and approval standards for agencies and persons;
2. Requirements applicable to potential accrediting entities; and
3. A framework for the Department's oversight of accrediting entities, agencies, and persons.

**HOMESTUDY DOCUMENT:** This is a document that evaluates and summarizes the suitability of a prospective adoptive parent(s). It is the document that approves, through a State licensed agency, prospective adoptive parents to proceed with an adoption. The process is also an opportunity for the prospective adoptive parent to examine his/her own readiness and commitment to adoption. This document is utilized by the DHS, the finding/facilitating agency (when applicable), and the foreign country to represent the prospective adoptive parent(s).

**HOMESTUDY UPDATE:** This is a document that updates or makes current an already completed homestudy. It is required when there are significant changes in the family from the time they completed the homestudy to the legal



adoption of the child(ren) or if a home study is over 6 months old. This document is added to the original homestudy document to explain the family changes.

**INTERCOUNTRY ADOPTION ACT (IAA):** The Intercountry Adoption Act (IAA) was passed in October 2000, and serves as the implementing legislation for the United States. The IAA names the U.S. Department of State (State Department) as the Central Authority for the United States and the federal agency responsible for implementing the Convention. The IAA requires agencies and persons providing adoption services in cases involving Convention countries to be accredited or approved. The State Department is required under the IAA to develop agreements with accrediting entities to conduct the accreditation and approval of adoption service providers.

**INDEPENDENT FOREIGN ADOPTION:** This is an international adoption in which the client chooses not to work with an accredited finding/facilitating agency. The client often has assistance from family, friends or an unofficial facilitator in the foreign country and works directly with the foreign government. As the client has no “professional” or “official advocate” in the foreign country, the responsibility to meet all requirements and overcome any challenges falls directly on the client. Although The Family Network, Inc. will complete a homestudy for a family engaged in such an adoption if the family is not adopting from a Convention country, TFN is not responsible for any challenges or the outcome of these types of adoptions. They are not encouraged by TFN due to the potential problems that can arise in these types of adoptions.

**INTERCOUNTRY HOMESTUDIES:** This homestudy is specific for use in an international adoption. It meets the requirements of the California State standards, the finding/facilitating agency (when applicable), the foreign country, and the DHS.

**LEGAL CUSTODY:** When an agency takes responsibility for and/or supervises the care of a child. The agency is legally responsible for the child until he/she is legally adopted by an adoptive parent. The Family Network, Inc. is licensed to be able to take legal custody of a child, if needed.

**POST-PLACEMENT/ADOPTION REPORTS:** These are reports due to the foreign country (usually), at varying intervals, that address the progress an adoptive child is making in their new family and environment within the United States. Different foreign countries have different requirements for these documents. The agency that completes a client’s homestudy, the finding/facilitating agency (when applicable), and the foreign country all usually require copies of these. The homestudy agency usually completes these reports. There are fees required for these reports.

**RESOURCES AND REFERRALS:** Community resources for adoptive families involving Service from other agencies, community events, and/or educational opportunities. No fees are associated with this service.

**SUPPORT GROUPS:** Meetings of adoptive parents, children, and/or families that focus on support, education and/or resources. The frequency and types of meetings might vary and some may be on-going while others may be a limited amount of sessions. Fees for these meetings will vary also and are sometimes free. Offerings may vary from year to year depending on identified needs from clients.

**UPDATE FEE:** This is a fee that will be charged to clients to update or make current their already completed homestudy. Please see the fee schedule for the current fees. In the event that an entire update is not needed and no home visit is needed, the fee will be charged at our hourly rate of \$125/hour for any time it takes to make the necessary changes.