

# **ABRAZO ADOPTION ASSOCIATES POLICIES & PROCEDURES**

## **I. AGENCY MISSION STATEMENT**

The primary purpose and goal of Abrazo Adoption Associates is to offer birthparents and adoptive parents from all walks of life the opportunity to provide children with safe and loving homes through compassionate and open adoption planning, in which the highest quality of counseling, pre-placement preparation and post-placement follow-up is provided at reasonable costs.

## **II. AGENCY GOVERNING BODY**

### **A. Definition**

1. The Agency is governed by the Board of Directors, made up of elected persons meeting criteria set in the Minimum Standards, who meet at least annually and exercise responsibility for the Agency's policies and all activities, with full authority over same.

### **B. Responsibilities**

1. The Board shall assume responsibility for short and long range planning and goal setting with regards to the Agency's growth and development and future expansion of services.
2. The Board will assume responsibility for fiscal planning and fundraising efforts by and/or for the Agency, including the acquisition of capitol investment, establishment of bank accounts, setting of salaries and disbursement of bonuses, establishment of Agency fees and/or increases, acquisition or distribution of assets, pursuit of grant monies and tax exemptions, establishment of Agency employee benefits package, the contracting and corporate review of annual audits, and the signing of all lease agreements, notes or other financial commitments.
3. The Board shall assume responsibility for the acquisition of all necessary insurance coverage for Board and Agency operations.
4. The Board shall assume responsibility for the review of matters not resolved through the prerequisite activities outlined in the grievance and appeal process policy. The Board shall also act to ensure that whistleblowers are protected from undue pressure or retribution from any source within the organization.
5. The Board shall assume responsibility for the annual review of all policies, ensuring the application of all policies equally, and approving revisions as necessary.
6. The Board shall assume responsibility for guidance of the Agency and its directorship.
7. The Board shall promote the Agency in word and in deed.
8. The Board shall uphold the code of conduct cited within the employee manual and Minimum Standards, to ensure that no board member, agency employee or

contract service provider is verified as a foster or adoptive parent of the agency and that any independent financial relationships or transactions between same are presented in writing to the Board of Directors for review and approval, in advance of entering into any such arrangements.

9. The Board shall review any and all fiduciary relationships between the Agency board members and key employers to ensure that any potential conflicts of interest are duly disclosed and addressed, that any and all salaries paid have been reviewed and approved by independent persons with regards to equivalent salary/benefit packages offered at like social service programs, and that governing documents are being regularly reviewed and updated as needed to ensure that operations are consistent with Agency's goals and mission statement.

### **III. AGENCY SERVICES**

#### **A. Counseling and Education**

1. The Agency shall provide pre-placement and/or post-placement adoption counseling and/or education services on an individual and/or group basis for all prospective and post-placement birthparents, their families if appropriate, and/or prospective and post-placement adoptive parents and their child(ren), in-office and/or by referral.

#### **B. Consultation and Community Outreach**

1. The Agency shall engage in outreach activities aimed towards other social service agencies, professionals, the media and other organizations interested in learning more about the adoption process and related issues, in order to promote greater understanding of this parenting option and those who engage in it.

#### **C. Parenting Support Program**

1. The Agency shall provide guidance for new parents, including but not limited to: educational literature, newborn or special needs care instruction, and/or referrals to appropriate local parenting support groups. These resources may be made available to new adoptive parents as well as for birthparents who choose to parent or who may already have other children in their care.

#### **D. Maternity Housing Program**

1. Upon verification of need, agency-provided housing may be available to pregnant women (and their families, when appropriate) who are in need of residential assistance in the midst of adoption planning. (Newborns may not be permitted in apartments/extended stays, unless agency holds managing conservatorship and grants specific permission for therapeutic purposes.) Moderate apartment/motel facilities priced in keeping with local real estate standards may be made available to such clients, who must maintain basic hygienic standards and participate actively in agency counseling services, with nominal supervision to be provided by staff.

#### **E. Birthparent Services**

1. Women with unplanned pregnancies who are engaged in placement planning and parents with children they are unable to care for and wish to place for adoption

may seek to make use of Agency's social work services, which may include casework and child-placement planning, public assistance referrals, birthparent support group, referrals for legal advice or consultation, referral and transportation to appropriate prenatal care and birthing classes, appointment scheduling and labor coaching.

F. Adoptive Parent Services

1. Singles and couples approved for placement through the Agency may seek participation in the Agency's social work services, which may include casework and adoption orientation seminars, infertility resolution counseling and adoption readiness assessments, home studies or referrals for such for out of state clients, national adoptive parent alumni network, and clinical supervision.

G. Milagros (Full-Service) Adoption Program

1. The Agency shall provide newborn and infant placement services via open and semi-open or closed adoption plans, including birthparent-adoptive parent mediation, counseling, matching, coordination with hospital personnel and acquisition of appropriate medical records, completion of all necessary legal work and placement paperwork, Interstate Compact filing when needed, staff transport of child when needed, and/or post-placement supervision in accordance with state licensing standards.

H. Promesa (Special Needs) Adoption Program

1. The Agency shall endeavor to provide special services for hard-to-place children in need, with birthparents and adoptive parents involved in this program being entitled to the same high quality of legal and clinical services previously described. In addition, the Agency may attempt to further assist the adoptive family with appropriate support service referrals, information regarding state adoption subsidies and S.S.I. assistance, and literature and training appropriate to their child's special needs.

I. Designated Adoption Program

1. The Agency may also provide services for those cases in which birthparents and adoptive parents have already selected each other through prior individual contact. The Agency will assess the match for compliance with child-placement planning priorities, shall inform the birthparents are aware of their rights and alternatives, shall verify that adoptive parents' home study requirements are met, may provide mediation and counseling and other appropriate services in concordance with the standards already described in the previous passages.

J. Private Adoption Program

1. The Agency may also, when requested, facilitate in the completion of private adoption arrangements (provided that the Agency's criteria concerning the best interests of the child is met) through the provision of counseling services, referral for medical care, assisting with the birthparent termination process on behalf of the adoptive parents, mediation with hospital staff and transport of the child, if needed, and/or placement of the child with the adoptive family.

K. Interim Foster Care

1. The Agency may provide, upon request or as needed, temporary or interim foster placements or referrals to such for infants and/or children in need of care either while an adoption decision is being contemplated by birthparents or after relinquishment in cases for which the adoptive family is not readily available for placement or in which outstanding legal work is being completed prior to placement.

L. Follow-up/Post-Adoption Services

1. These services shall be available to all adoptive parents, birthparents and the adopted child(ren) upon request: facilitation of ongoing contact between parties, supervision of correspondence and photo exchanges, postpartum and post-placement counseling, when requested or referrals for such services if prohibited by distance, maintenance of records and files, information forwarding service (i.e. relaying news of death or development of genetically-related medical information, etc.), provision of a de-identified courtesy copy of birthparent records for adult adoptees; dispersion of literature regarding such resources as the Voluntary Adoption Registry, Concerned United Birthparents and Adoptive Families magazine and the like, annual client reunions and more.

**IV. ADMISSIONS**

A. Statement of Nondiscrimination

1. Abrazo Adoption Associates shall not discriminate on the basis of age, gender, race, income, or religion with regards to the acceptance of any child for services or the consideration of selection of prospective adoptive parents or birthparents. However, these factors *may* be considered, pursuant to legal and ethical child placement standards, in determining whether the best interests of a child would be best served by a particular placement for adoption or by finalization of a particular adoption plan.

B. Eligibility Criteria for Prospective Adoptive Parents

1. Medically-documented infertility (inability to *conceive* biological children) as verified by physician OR stated desire to adopt a special needs child OR desire to pursue only a designated adoption.
2. Prospective parents shall be at least twenty-five years of age or older, as verified by date of birth.
3. Single persons with documented infertility are eligible to adopt. Couples seeking to adopt must be legally married (by Texas legal standards) at least one year or more prior to application, as verified by marriage license.
4. Demonstrated emotional stability and appropriate management of financial resources, in order to provide adequately for a child's needs.
5. No parent seeking to adopt shall have any criminal record involving crimes of moral turpitude nor have been convicted of any felony crime, as verified by conviction statement and records review.

6. Prospective adoptive parents shall fully provide any and all information asked of them as permitted by law, and the discovery of any false, misleading or incorrect information is grounds for dismissal. Adopting parents must immediately inform Agency of any substantive changes to their application and/or homestudy content, as withheld and/or concealed information constitute grounds for immediate termination of the adoption process and forfeiture of funds.
7. Medical documentation shall be required from a qualified physician to verify that a/both parent/s is/are in good health and have normal life expectancies.
8. Adoptive parents shall sign a provided written statement acknowledging certain parental/child/agency rights and responsibilities, as specified by licensing standards and state adoption laws.
9. Any and all admissions decisions are conditional upon agency receipt and acceptance of an appropriate home study. Admission is in no way an actual or implied guarantee of adoptive placement by this agency. Adopting parents who become pregnant or engage in pending adoption plans/placements outside of those being handled through Abrazo become/are ineligible for services.
10. Prospective adoptive parents must agree to comply with Agency's policies and procedures at all times before and after placement, if accepted. Failure to do so may constitute grounds for expulsion and/or litigation. Those not accepted for services may be provided with referrals as needed, if requested in writing.

C. Eligibility Criteria for Prospective Birthparents

1. Prospective birthparents seeking to place children through Abrazo shall be provided with written and verbal information regarding alternatives to adoptive placement, and will be offered, free of charge, consultation with Agency counselors regarding these options, their rights and responsibilities, the meaning of adoption and availability of post-adoption services.
2. Financial assistance for maternity-related expenses may be provided only in cases of documented need, and may not be supplied prior to the second trimester of pregnancy, except in cases of hardship. Prospective birthmothers are under no legal obligation to repay said expenses should they decide against adoptive placement. Receipts should be obtained for all cash assistance provided; whenever possible, payments shall be made directly to vendor or service provider.
  - a. See Section VI., "Fee Schedule", item J: "Maternity Maintenance Expenses Allowed Support Schedule" for specific delineations on financial assistance for maternity-related expenses.
3. Prospective birthparents seeking to place may be asked to provide adequate personal identification, as well as verifiable documentation of citizenship and/or divorce and/or death of spouse and/or Indian tribal affiliations, when necessary.
4. All Abrazo clients shall submit to H.I.V., alcohol and/or drug testing and/or screening, upon Agency request. Expectant mothers are expected to act responsibly and care for themselves appropriately, with regards to prenatal care and pregnancy.
5. No expectant mother/parent intending to place child(ren) for adoption may be

required to sign any statement committing her to any definite custody plan for her child(ren) in order to obtain agency services.

6. Birthfathers shall be treated with respect, and shall be given opportunity to sign a surrender, a denial of paternity, or otherwise exercise parental rights to a child.
7. Prospective birthparents shall fully provide any and all information asked of them as permitted by law, and the discovery of any false information may be grounds for the immediate termination of the placement process.
8. Prospective birthparents must agree to comply with Agency's policies and procedures at all times if accepted for services. Those not meeting Agency criteria for admission may be provided with referrals as needed.
9. Any prospective birthparent with documented need of agency-provided housing should be eighteen years of age or older and must demonstrate ability to care for self in an independent living situation; emancipated minors or sixteen year olds with written parental approval may be considered for housing on a case-by-case basis. Prospective birthparents in Agency housing shall sign Housing Agreements stating the terms of hospitality and rules for residents and committing themselves to full compliance with same.
10. The Agency has the right to immediately discontinue services for prospective birthparents who exhibit behavior which endangers the health or well-being of themselves, their unborn child or others, or which accounts for the destruction of property. No prior notice is required, although the reason for dismissal shall be clearly outlined, explained to the client(s) and documented in the file.

D. Eligibility Criteria for Children (Prospective Adoptees)

1. Abrazo specializes in child-placement planning for newborns and infants. The primary focus in the Agency's determination of eligibility criteria for acceptance of a child for adoption shall be the best interests of each child, as considered on a case-by-case basis. The Agency may not accept managing conservatorship of any child for whom there is no foreseeable adoptive placement possible, but may provide referrals, as appropriate.
2. In accordance with federal law as interpreted by Texas licensing officials, Abrazo will seek prior tribal approval for adoptive placements that involve the offspring of registered members of specific Indian tribes, when so indicated.
3. Abrazo recognizes the importance of services to special needs children and shall endeavor to provide appropriate placement services and/or referrals as needed. "Special needs placements" are defined by this Agency as those involving children over the age of five years old; placed in large sibling groups of more than three; or having severe and/or noncorrectible medical disabilities diagnosed and documented prior to placement.
4. Whenever appropriate, Abrazo shall seek to provide children placed for adoption with pre-placement and post-placement counseling services, in office or by referral. Such aid may be ordered in the Plan of Service and documented in the child's file.
5. Abrazo is committed to the preservation of sibling relationships, and makes every

effort to place siblings together in the same adoptive family, with the birthparent's approval, whether by simultaneous or subsequent placement planning, when said family is in good standing with the Agency. If such a placement is unavailable/not in the best interests of the children involved, efforts may be made to structure ongoing communication between adoptive families accepting placement.

## V. A SAMPLE OVERVIEW OF ABRAZO'S FULL SERVICE ADOPTION PROCEDURES

\* Please note that this process may vary on a case by case basis, and that this overview is only intended to give the reader a basic understanding of the general adoption process.

### A. Typical Infant Adoption

1. Expectant mother contacts Abrazo for services; intake is done, a packet of paperwork and information regarding her options is sent out, an Agency counselor makes contact with her and upon return receipt of her completed forms, she is added to the Agency's client roster, referred to a physician (if necessary) and offered counseling services to help her evaluate her alternatives and prepare for placement, if appropriate.
2. A plan of service is initiated, which considers the needs of the potential birthfamily and the child (and later, the adoptive family), addresses the needs of these parties as they pertain to the adoption process, includes specific steps to be taken in meeting these needs and an estimate of the time frame in which the adoption process will be completed. Input/involvement of the above-mentioned parties in the composition and quarterly review of this plan is strongly encouraged.
3. Adopting family contacts Abrazo for information about adopting and is sent the Inquiry Packet, which is completed and returned promptly with a non-refundable fee of \$35.00.
4. Upon approval of the Inquiry, the adopting family is sent the Application Packet, which is completed and returned promptly with a non-refundable fee of \$150. (Families who do not meet the admissions criteria at the Inquiry level are sent a letter of explanation.)
5. Upon approval of the Application for the Milagros program, the adopting family is invited to attend orientation weekend; the non-refundable fee for said event being \$349, payable in advance of scheduling. (Families who do not meet the admissions criteria at the Application level receive either a letter or personal phone call explaining such and offering referrals to other services, if needed.)
6. Upon successful completion of the group orientation OR alternative online training specified by Abrazo and with approval of the Agency supervisory staff, the adopting family is extended an offer of membership in the Agency's "Parents-In-Waiting" class (indicating preliminary approval status pending completion and approval of the homestudy.) At this time, the family commits formally to Abrazo's program by signing and returning the Parents-In-Waiting Acceptance Package (which includes an Agency Client Agreement, Waivers for the Release of Information, and the Financial Agreement) and renders to the Agency a nonrefundable Pre-Adoption Education and Training fee and a \$3000 balance to be held in escrow towards the family's Maternity Reserve Fund (unused until actual expenses are incurred, then replenished monthly.) Families not approved to proceed to this level receive a decision letter and may be further

considered at a later date if requested.

7. Parents-In-Waiting may be expected to prepare for parenthood by completing such tasks as beginning the home study process, pursuing additional counseling if so advised by the Agency or home study worker; watching parenting or adoption-related videos; submitting a personal profile to be shared with future/prospective birthparents; participating in the agency's online community ("The Forum" and Abrazo's Facebook page) and private FB group (Abrazo's Crown Club), and/or providing the Agency with quarterly book reports, worksheets, audio program reviews, support group attendance records, and/or other documentation to meet Texas licensing requirements of quarterly education and training in the areas of parenting, bonding and/or special needs children. Parents-in-Waiting and prospective parents may occasionally be provided opportunities to voluntarily participate in informational phone calls or panel appearances with other prospective adopting families or birthfamilies who are also new to the Agency or adoption process. Parents-in-Waiting maintain monthly contact with the Family Services caseworker, and are encouraged to enroll in parenting classes and/or an adoptive parent support group in their local area and/or post actively on Abrazo's Forum. (Waiting parents have restricted access to the Birthparent Care Coordinator to honor client confidentiality boundaries.)
8. Upon approval of the completed homestudy or submission of equivalent topical information as required by Licensing standards, the Parents-In-Waiting (and those who graduate to prospective parent status upon agency approval of completed homestudy) become eligible for formal matching by the Agency and/or with birthparents who select that specific individual/couple to be the chosen parent/s of that birthparent's child. Upon the announcement of a decision by a birthmother to pursue adoption planning with a specific couple, a de-identified birthparent profile, case assessment and cost estimate for the case is sent to the family by overnight delivery, and the family is given a day to review the information sent and decide whether to commit to pursuing the prospective placement or await another case.
9. Within 24 hours of the date and time when the case assessment package was forwarded by the Agency, the family signs and returns either the Letter of Commitment OR the Letter of Nonacceptance by fax or overnight delivery, and the case is subsequently "matched" or another match is sought. Adopting families who are matched (whether through Abrazo or elsewhere) are no longer eligible for consideration for other case opportunities within the Agency. The family who commits to the case is now identified in the service plan, along with their needs as defined above in #2.
10. Once a match is made, the adoptive family and birthparents is encouraged to develop a cordial personal relationship via telephone calls/texts and/or letters/emails, and to engage in an in-person extended visit in the prospective birthparent's home locale in advance of the due date. These communications are self-structured in accordance with the needs of both parties, with the openness of the relationship to be tailored to the comfort levels of each.
11. If invited by the parent/s delivering the baby, the adopting family may be present at the hospital as her/their support team. However, Abrazo's adopting parents are not permitted to accept nursery privileges nor spend time alone with a newborn prior to relinquishment/placement, out of respect for the baby's biological family and for the emotional protection of those who are not yet legally parents of said



child. The original birth certificate completed for a newborn must carry the last name of the child's biological mother and any first name of her choosing; adoptive families apply for an amended birth certificate carrying their name after the adoption is finalized in a court of law.

11. Following birth and relinquishment, the Post-Placement Service fee and all outstanding expenses are due and payable in full, and placement is made by the Agency staff. The Agency, its representatives or a qualified contract professional may provide a joint, interfamily closure counseling session for the birth and adoptive family, upon request, to clarify the expectations of both regarding post-placement contact and communication. Interstate Compact approval is sought by the Agency for any necessary transfer of the child across state lines, if applicable, and the adoptive family remains in Texas *in the town in which the child was born* until receiving Agency approval to leave, unless authorized by the Agency in writing to spend the ICPC waiting time elsewhere.
12. After placement, the Agency continues either primary (in-state) or secondary (out of state) supervision for a period of six to eighteen months (at agency discretion), following which the adoptive family may be approved for finalization in Texas (or in rare circumstances, in their home state, provided Abrazo approves the finalization location in advance and the laws of the home state recognize Texas adoption laws and honor them.) The final birth certificate identifying the adoptive parents' names and the child's new name is obtained for the family by their chosen legal counsel, and a certified copy of the original adoption decree is provided to the Agency by the adopting family and/or a legal representative of same, so that the file may be closed and remaining funds on account refunded within 30-60 days. Clients who fail to provide the requisite documentation and/or written notification of their withdrawal within six (6) months forfeit remaining escrow balance.

**I. FEE SCHEDULE (Subject to change)**

A. Inquiry Processing Fee

1. \$35.00, non-refundable and payable upon submission of Inquiry. (Fee is waived for returning Abrazo clients who have previously adopted here.)

B. Application Processing Fee

1. \$150.00, non-refundable and payable upon submission of Application.

C. Orientation Fee

1. \$349.00, non-refundable and payable upon scheduling of orientation weekend (however, rescheduling may be available at no additional cost if necessitated by documented illness or emergency.) Waived when orientation groups are unavailable.
2. Orientation fee covers meeting supplies and/or facility, Friday evening reception, Saturday meals, mileage and/or honorarium for guest speakers, program binder, event staffing and scheduled group transportation. Fee does *not* include related costs for childcare, travel expense or cancellation/re-scheduling penalties, room and/or meals other than those provided during Saturday orientation, etc.

D. Out-of-state Homestudy Audit /ICPC fee

1. A one-time, nonrefundable charge of \$550 is assessed to all adoptive families when homestudy is received. Covers Abrazo's professional auditing of out-of-state homestudies to ensure compliance with Texas standards and staff completion of ICPC (Interstate Compact) application for interstate placement approval, if case outcome requires such.

E. Full Service Program Costs

1. Pre-Adoption Education & Training fee of \$11,500 is payable within ten (10) days of invitation into program or at close of orientation. Covers the costs of educating and training prospective parents about the adoption process and birthparent telephone intakes, screening, file setup and pre-placement maintenance, case assessment and match approval, in-office counseling and placement services to birthparents, in-office counseling and placement services to adoptive parents, staffing, in-office account management, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, and general (non-negotiable) subsidy of special needs cases. All fees paid are nonrefundable.
2. Post-Placement Services fee of \$11,500, payable in full at/by time of placement. Covers agency services for relinquishment and placement, Interstate Compact processing, in-office account management, counseling and referrals, post-placement file maintenance, case supervision, consultation, file auditing, finalization determination, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, permanent file storage and general (non-negotiable) subsidy of special needs cases. All fees paid are nonrefundable.
3. \$3,000.00 (Deposit of Maternity Reserve Funds to be held in escrow; used to cover state-allowed costs of needed birthparent care and services, including housing (to include nonrefundable monthly rent, professional cleaning fee and \$299 apartment set-up fee, if applicable, for use of agency-leased units/extended stay hotels), household supplies, transportation, travel, groceries, clothing, counseling materials, utilities, personal hygiene, childcare, cleaning supplies, medical/mental health costs and/or legal fees and court costs, etc. Account balance is to be maintained at this level every month. Costs are accrued as actual expenses are incurred on behalf of the adoptive parents' efforts to adopt). Fully refundable, less actual expenses incurred by Agency as explained above.

F. Designated Adoption Program Costs

1. Pre-Adoption Education & Training fee of \$9500 is payable upon admission. Covers the costs of educating and training prospective parents about the adoption process and advertising/networking, birthparent telephone intakes, screening, file setup and pre-placement maintenance, case assessment and match approval, in-office counseling and placement services to birthparents, in-office counseling and placement services to adoptive parents, staffing, in-office account management, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, and

general (non-negotiable) subsidy of special needs cases. All fees paid are nonrefundable. Must precede agency acceptance of cases in which birthparents and adoptive parents match directly (i.e. advertising, outreach efforts) prior to birthparents' involvement with agency. Fee paid is applicable only to the placement plan in effect at or after time of acceptance, whether or not said match results in placement. Subsequent matches may incur additional fees and related costs.

2. Post-Placement Services fee of \$9500, payable in full at/by time of placement. Covers agency services for relinquishment and placement, Interstate Compact processing, in-office account management, counseling and referrals, post-placement file maintenance, case supervision, consultation, file auditing, finalization determination, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, permanent file storage and general (non-negotiable) subsidy of special needs cases. All fees paid are nonrefundable.
3. \$3,000.00 (Deposit of Maternity Reserve Funds, see explanation in E-3 above.)
4. Inquiry fee may be waived for designated cases if family pursuit of agency's services occurs subsequent to location of a birthparent on their own.
5. The Agency reserves the right to offer a discount for those adoptive parents whose advertising efforts result in the acquisition of additional placements within the Agency, thereby contributing to the success of other families within the program.

G. Special Needs Adoption Program Costs

1. Pre-Adoption Education & Training fee of \$7500 is payable upon admission. Covers the costs of educating and training prospective parents about the adoption process and advertising/networking, birthparent telephone intakes, screening, file setup and pre-placement maintenance, case assessment and match approval, in-office counseling and placement services to birthparents, in-office counseling and placement services to adoptive parents, staffing, in-office account management, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, and general (non-negotiable) subsidy of special needs cases. All fees paid are nonrefundable. Must precede agency acceptance of cases in which birthparents and adoptive parents match directly (i.e. advertising, outreach efforts) prior to birthparents' involvement with agency. Fee paid is applicable only to the placement plan in effect at or after time of acceptance, whether or not said match results in placement. Subsequent matches may incur additional fees and related costs.
2. Post-Placement Services fee of \$7500, payable in full at/by time of placement. Covers agency services for relinquishment and placement, Interstate Compact processing, in-office account management, counseling and referrals, post-placement file maintenance, case supervision, consultation, file auditing, finalization determination, office overhead, agency marketing and public relations, professional staff development/training/networking, agency losses for unmatched clients renegeing on placement and/or legally-contracted debts, community education efforts, permanent file storage and general (non-negotiable) subsidy of

special needs cases. All fees paid are nonrefundable.

3. \$3,000.00 (Deposit of Maternity Reserve Funds, see explanation in E-3 above.)
- H. Home Study Fees (Service available to Texas residents only; agency reserves right to decline Texas studies done elsewhere than Abrazo, except in cases of special needs placement.) All fees are nonrefundable.
1. \$1500.00 (Home study based on five interviews and one home inspection). Does not include actual costs for criminal checks, long-distance phone calls, copies, mileage and/or travel, etc. Due and payable prior to first interview. (In-person visit for updating of original studies is \$750, and/or \$250 per addendum)
  2. \$250.00 (Standard post-placement supervisory visit.) Texas requires five in-person interviews with all household members present in the first six months, two of which must occur in the home, and quarterly supervisory visits thereafter, until adoption is finalized by the courts.) Does not include exclusions listed in F-1 above.
- I. Placement Costs
1. \$100.00 Stork Fee (Covers costs of birthparent/adoptive parent correspondence processing and photo exchange during post-placement supervisory period, agency management of any First Foto shipping requests, and/or one-year subscription to the Abrazo newsletter.) Ordering of floral arrangements for hospital staff is free, however, adoptive family will be billed for the cost of said arrangement/delivery.
  2. Balance of any unpaid case expenses, payable at or before time of placement. Note: this may include medical expenses, maternity support expenditures, or case-specific expenses such as travel costs, home study fees, post-placement supervision charges, court costs or legal fees, courier, overnight delivery, external therapy services, foster care charges and/or personal advertising expenses and/or all other fees within this fee schedule. All anticipated costs are also due and payable prior to placement.
  3. Cradle Care, if applicable (\$85.00 per each day or portion thereof, does not include needed baby care supplies, transportation and/or medical costs incurred by child while in foster care.)
  4. Legal Fees and Court Costs for Birthparent Termination (may average \$1,750 or more, dependent upon specific circumstances and complexity of legal case.)
  5. Any and all outstanding debts for costs incurred for birthmother care not covered by amount remaining in Maternity Reserve Fund.
- J. Personnel Travel Charge
1. \$100 per trip, per case. Minimal charge, billed to account to help absorb cost of staff services lost to office due to out-of-county travel requirements. (Applies only to use of staff member/s and does not include other related travel costs or incidentals, i.e., staff meals, airfare, etc.)
- K. Post-placement Financial Requirements

1. A minimum balance of \$1,500.00 shall be maintained in the Maternity Reserve Fund to cover post-delivery maternity-related expenses and bills, etc., with funds remaining after all bills are paid to be refunded to the adoptive family within 30-60 days after finalization has occurred provided all anticipated bills have cleared and certified adoption decree is received by the Agency.
  2. Agency Finalization Services Fee: \$400.00 for all families beginning final adoption proceedings. Covers agency preparation of finalization paperwork, long-distance expenses for any necessary consultation between agency staff and Interstate Compact and/or out-of-state agency or law office personnel and/or adoptive family or birthfamily before/after finalization, agency consultations with family's chosen attorney, agency representation at local adoption hearings upon request, continued interstate forwarding services for birthparents/adoptive family correspondence and photo exchange, and annual reminder service for required photo updates. Legal fees and court costs are paid directly by the adoptive family to the finalization attorney of their choosing.
- L. Private Adoption Consultation Charges
1. \$150.00 per hour; paid when services are rendered and non-refundable. (Does not include legal advice, court costs or legal fees, staff travel or other expenses.)
- M. Special Needs Adoptions
1. The Agency reserves the right to waive deposits and/or reduce agency fee, as approved by the Executive Director and Board of Directors on a case-by-case basis, in accordance with the financial resources and assistance requirements of a special-needs family seeking to provide a loving home for a handicapped (or similarly hard-to-place child) in order to facilitate placement as appropriate to the best interests of that child. Fees assessed in such cases shall cover the costs of birthparent screening, file set-up and maintenance, in-office services to birthparent and adoptive family, staff and office overhead, staff assistance with subsidy process, and post-placement client services in-office as needed.
- N. Maternity Maintenance Expenses
1. Allowed Support Schedule
  2. See Policy Addendum #1
  3. See Policy Addendum #2
- O. Forfeiture of Escrow Funds
1. Escrow funds may be seized by the Agency to satisfy a legally-contracted debt in the event that adoptive parents contract with the Agency for services and subsequently seek to divert an expectant or placing parent introduced to or matched with them by the Agency for the purposes of placement planning/completion independent of or outside the Agency.
  2. Failure to comply with Agency requirements and/or state laws regarding Interstate Compact shall result in a nonrefundable financial penalty equaling 50% of the full agency fee, to be debited from existing escrow funds at time of infraction or thereafter, with any remaining balance to be due and owing upon notice.

3. Any interest earned on escrow funds held in trust by the Agency accrues to Abrazo's charitable fund, the Angel Account, and is not subject to disbursement to depositors, who waive any right to same upon initial submission of escrow funds.
4. Clients who fail to provide the requisite documentation of finalization and/or written notification of program withdrawal within six (6) months permanently forfeit remaining escrow balance without recourse.

P. On-Hold File Status

1. Adopting parents who need to put their adoption file "on hold" after placing funds on account may do so one time, for up to 90 days, upon written request submitted in advance. Those needing to forego adoption planning for periods of time longer than 90 days are required to withdraw from the Agency program, forfeiting nonrefundable agency fee/s, and reapplying at a more appropriate time if desired.

Q. Receipts

1. All clients are encouraged to use cancelled checks or Zelle payment records as receipts for tax purposes; additional receipt requests are subject to agency research fee (see Section V., B-2.)

## VII. ADOPTION POLICIES

A. General Information

1. All birthparents and prospective adoptive parents will be required to sign a Waiver for Release of Information and Consent to Communication, allowing the Agency to verify any and all information submitted and to engage in professional communications with any necessary party or parties with regards to the matter of the adoption effort. Birthparents and adoptive parents further release and indemnify the Agency for the unintentional or coincidental acquisition of identifying information by the opposite party at any time. (This in no way invalidates the Agency's commitment to client confidentiality, and refers instead to factors beyond the Agency's control.)
2. All paperwork, information, photos and other materials submitted within the adoptive family's adoption inquiry and application process and/or birthparent intake and/or relinquishment process and/or placement process become the property of the Agency, to be permanently maintained in Agency files and may not be returned. Clients may, however, request a photocopy of any legal documents signed by them, provided they pick them up in person at the Agency.
3. Adoptive parents are asked to refrain from use of the Agency's toll-free Helpline, which is reserved for round-the-clock prospective birthparent intakes and emergency calls. Likewise, adoptive parents shall seek use of agency on-call staff during after hours *only* in the event of serious medical emergencies.
4. Adoptive family profiles may be included in the Agency's Baby Book and/or featured on Agency website at Agency discretion, pending client approval. Inclusion of a particular family's profile is not an implied guarantee of either availability or placement, although it is expected that families included in said selection should be appropriate and available for placement, should a birthparent

express an interest in adoption planning. Initially, adoptive parents shall provide the Agency with a minimum of twelve (12) color copies of their profile for possible distribution to prospective birthmothers, with replacements to be procured by Agency on adoptive family's behalf and at their expense.

5. It is understood that birthmothers may choose to speak with more than one prospective adoptive family simultaneously so as to compare options and identify which family is most suitable by her standards. The Agency may monitor birthparent/ adoptive parent contact, however, in order to ensure that all parties involved are aware of the situation and are not led to believe they have been selected before such a decision is made. Adoptive parents shall not, in any way, knowingly seek to coerce nor unduly influence a birthparent to consider only them and cannot be considered for matching if matched or taking placement, whether at Abrazo or elsewhere. Prospective birthmoms are asked to make a timely selection and notify the Agency immediately, so any other waiting families may be released from unnecessary anticipation and be considered by other placing parents instead.
6. Birthparents are expected to provide honest and accurate information regarding their adoption plan, needs for financial assistance, personal and family background, genetic history, and placement intentions. Adoptive parents are expected to provide honest, accurate and updated information concerning their admission paperwork, homestudy content or personal status. Failure to do so promptly may result in immediate discontinuation of Agency services, and/or possible criminal charges, if fraud is indicated. Prospective birthparents may be encouraged to participate actively in counseling and prenatal care during the adoption process, and failure to do so may be communicated to the adoptive family as a risk indicator. Furthermore, both adopting parents and birthparents are required to inform the Agency (as well as any other party with whom they may be matched) immediately (within 24 hours or less) in the event that they change their mind about their minds about placement/adoption or make alternative plans.
7. The Agency does have a moral responsibility to relay Agency concerns regarding matches and/or placement risks to the prospective birthparent/s and/or adoptive family, although said clients reserve the right to continue or discontinue the match as they so choose. Such sharing of concerns is documented in the client file/s. Adoptive families accepting high risk or legal risk placements must sign an "Acknowledgement of High/Legal Risk Placement" at time of placement, releasing the Agency from specific liability in conjunction with such commitments.
8. No pending matches between new potential birthmothers and prospective adoptive parents will be reserved or maintained following expiration of the case assessment or in the event that the adoptive family file is incomplete. All case commitments should be emailed or faxed to the Agency within twenty-four (24) hours of the day and time when the case assessment was sent by the Agency.
9. The Agency reserves the right to disrupt and/or refuse to consummate any adoption plan with or without cause prior to placement or finalization, without legal repercussion, in accordance with licensing regulations and Agency responsibilities, should the Agency believe such action to be in the best interests of the child. In such an event, the birthparents and adoptive parents are to be notified with explanation, and may choose to pursue subsequent placement plans through the Agency or proceed with the originally proposed placement plan elsewhere. Likewise, birthparents and adoptive parents may also opt to disrupt, with or

without cause, any adoption plan prior to placement by immediately notifying the Agency. (Adoptive parents' financial responsibility on a specific disrupted case ends with receipt of written notification; however, expenses already incurred or committed on behalf of the case must be covered by the adoptive family, whether or not Agency has already issued payment.)

10. Home studies approved by the Agency shall be those which meet Texas Home Study standards, which are done by a Master's level adoption professional and which include at least five (5) in-person contacts held on at least 3 separate days. This consists of joint and individual interviews with the couple and any other household members, with one such contact to include a home visit with all household members present. Individual interviews with spouses may be counted as separate in-person contacts. For single persons adopting, at least three (3) in-person contacts with the applicant held on separate days will suffice, provided one entails a home visit with all household members present. References should be conducted directly by each home study worker who contacts said references personally; any of the applicants' children or adult children who are not living in the home must likewise be contacted.
11. The Agency reserves the right to open, screen, copy and/or review contents of all mail deliveries addressed to and/or forwarded through and/or delivered to the office's physical address and/or any property or location owned or leased by the Agency, except when prohibited specifically by U.S. Postal Standards.
12. The Agency specifically prohibits the possession or use of concealed/open carry handguns or weapons in, on or around Agency premises and/or any property or location owned or leased by the Agency.
13. Significant restrictions of originally-stated placement preferences as found within original adoption application occurring subsequent to the issuance of the acceptance decision may necessitate agency reconsideration of the admission offer as based on agency's ability to meet new placement preferences in accordance with projected program resource needs.
14. Any additional persons living in the home of adoption applicant/s must submit to criminal checks/fingerprinting, CANRIS screens, physicals with labwork, reference checks, employment/school verifications and homestudy and post-placement supervisory interviews.
15. Agency staff orientation shall include Safe-T (Suicide Assessment Five-Step Evaluation & Triage) and a copy of the SAMHSA Suicide Safe app made available to each employee and volunteer. Any suicide threats expressed by a client, prospective client, visitor or staff member to agency staff must be immediately reported to the Executive Director and documented in writing; all professionals at Abrazo have a duty to warn law enforcement of any suicidal ideation supported by an assessment of risk and client plan. Any postvention services provided in the event of community losses due to suicide shall proceed in accordance with the guidance of agency counsel.
16. The Agency is obligated to report to officials any legal, licensing and/or ethical violations on the part of its clientele, whether before or after placement and is in no way liable for the ramifications of its compliance with said requirement(s).

B. Financial Matters



1. The placement of twins or siblings placed simultaneously incurs no more than one Agency fee.
2. The Agency reserves the right to assess a \$75 per hour research fee per hour or any portion thereof, payable in advance, for any and all special requests of the Agency accounting department, including but not limited to requests for receipts, records review, auditing of individual case ledgers, etc.
3. All outstanding bills and/or debts with the Agency shall be paid in full at time of placement. The Agency may not file application with Interstate Compact (when applicable) nor clear cases for adoption finalization until all bills are settled and all agency obligations have been met.
4. Adoptive parents are financially liable for coverage of any and all legal fees and court costs and/or staff travel and/or out-of-pocket expenses which may be incurred by the Agency on behalf of their adoption plan (including contested cases) or in conjunction with adoptive parents' noncompliance with placement terms and conditions and adoptive parents accept full responsibility for any and all such expenses, as necessary. (The Agency may, however, provide precautionary advice to adoptive parents regarding any case that it fears would later be subject to contest given known risk factors.)
5. Adoptive parents acknowledge that in accordance with licensing standards, the Agency may not legally require birthparent reimbursement of maternity expenses incurred by or for any birthparent who fails to release a child for adoption, nor does the Agency hold any responsibility or liability, whether actual or implied, for failed adoption plans, although the Agency may make every effort to help the adoptive family to find another placement.
6. The Agency is under no obligation to refund the Agency fee or any portion thereof in the event that: an adoptive family already having accepted placement of a child later seeks to return said child to the Agency for any reason OR accepts placement of a child but is later required to return child to the Agency's possession for reasons of placement disruption due to abuse or neglect OR due to inability to meet the child's needs or best interests, court or legal order or intervention, etc., nor in the event that a family matches with a birthparent OR accepts referral or placement of a child from any source other than Abrazo Adoption Associates. The Agency may, however, choose to seek full or partial reimbursement of any or all costs incurred for the birthparent's care or legal costs or the like from any family subsequently accepting placement of a previously-placed child, thereby enabling the Agency to issue a partial or full refund of funds so incurred to the original adoptive family.
7. Adoptive parents are fully liable for all costs related to the finalization of their adoption(s), to include but not limited to: all actual costs related to the finalization, including but not limited to legal fees and court costs, court-appointed investigation expense, birth certificate fees, staff mileage, parking costs, client travel, etc. are in no way included in the Agency fees, nor are they collected at time of placement. Placements may not be approved for final adoption proceedings until all accounts and outstanding obligations are complete and paid in full; this does not, however, in any way relieve nor exempt adoptive families of their fiduciary obligation for maternity, medical, pediatric, legal or any other adoption-related bills received and payable after finalization has occurred.

8. The Agency may waive the Inquiry requirement and corresponding fee for families seeking subsequent adoptive placements through Abrazo Adoption Associates, and may offer additional designated/special needs/reductions as authorized by the Board of Directors.
9. The Agency reserves the right to raise fees at its discretion and in accordance with indicated needs; written notification of such decisions will be posted publicly, affecting only those still awaiting placement.
10. Adoptive parents are welcome to review deidentified copies of their case receipts in person during business hours upon request, with advance notice, at any point in the adoption process prior to finalization and/or program exit.

C. Post-Placement Supervision and Finalization

1. Adoptive families may not seek to begin adoption planning, engage in matching nor take placement of another child during the post-placement period until the pending adoption is finalized, except in such cases in which a biological sibling of the adopted child may become available, and then only with advance Agency consent. This restriction also prohibits adoptive parents from adoption advertising and/or applying with this or any other adoption agency, agent or network during this time; failure to comply may give cause for invalidation of present placement as it impacts child's best interests.
2. Any changes in the family or home environment during the post-placement supervisory period (i.e. natural disasters, relocation, job transfers or new home purchases, addition of domestic staff or others to residence, changes in family income, serious illness or communicable diseases, etc.) shall be reported immediately to the Agency in writing for approval, as such changes affect home study validity and may affect placement or finalization.
3. Adoptive families are required to send with each monthly Agency post-placement report a card, note or letter to be forwarded to the birthparent(s) with at least six (6) mandatory monthly baby photos (which are to be clear and attractive, prominently featuring the child.) Said materials are due in the Agency offices on or before the 30-day anniversary of the placement day, and on that day of every month to follow until the adoption has been finalized with Agency approval. Birthparent(s) do maintain the right to state additional requests for post-placement contact; if voiced prior to relinquishment, these may be approved by the adoptive parents and written into the placement agreement; if voiced after placement, compliance is at the adoptive parents' discretion.
4. Adoptive families may not use corporal punishment of a child being adopted at any time during the post-placement period. Accepted means of discipline may include use of the following:
  - a. Verbal Reprimand - clearly identifying misbehavior and request for change in positive terms that the child can understand and outlining negative consequences of that misbehavior.
  - b. Time-Out - in stimulus-free, well-lit environment, preceded by identification of misconduct, lasting no longer than 10 minutes and followed by positive affirmation of child's good behavior after time-out.

- c. Distraction - redirecting younger children's attention so as to alter misbehavior.
  - d. Contingency Contracting - contracting for desired behavior in concrete terms; involving the child in charting and rewarding child's progress.
  - e. Choices/Decision Making - giving older children decisions by linking request for cooperative behavior with positive consequences (i.e. "you may watch TV as soon as your homework is done")
5. In the event that emergency treatment is needed, adopting parent(s) should follow these procedures whenever possible:
- a. If a child is injured or appears to be ill and there is adequate reason to believe it would not be detrimental to that child's health to move or otherwise transport him or her, (i.e., in the event of cuts requiring stitches, broken bones, high fever, uncontrolled vomiting, etc.) the parents shall first attempt to reach their pediatrician; if after hours or unable to reach physician, parents shall take the child for treatment at the nearest hospital emergency room or emergency care clinic, as appropriate. Notify Agency by phone (call answering service if after hours) immediately (within an hour or as medical care is obtained, whichever comes first; adoptive family must subsequently provide Agency with written documentation of the situation and copies of any/all medical and/or law enforcement records within 72 hours.
  - b. If child is not breathing, is bleeding profusely or is unconscious (cannot be aroused) call EMS (911) (in the possible event of fracture or brain or spinal injury, DO NOT MOVE CHILD); do not hang up until told to do so. Implement C.P.R. as appropriate or attend to child's needs as able. Notify Agency by phone as soon as child is under care; document situation in writing and provide medical and/or law enforcement records within 48 hours.
  - c. In the event of suspected overdose or poisoning, parents should immediately contact 911 (EMS), local emergency room or Poison Control Center. Secure suspected source of poisoning. Notify Agency by phone as soon as child is under care; document situation in writing and provide medical and/or law enforcement records within 24 hours. Document in writing compliance with doctor's advice or orders.
  - d. Copies of records for any and all medical and dental treatment obtained during post-placement supervisory period must be provided to agency prior to finalization.
  - e. Agency and post-placement supervisory caseworker must be notified within 24 hours of all injuries requiring medical treatment, any suspected abuse or neglect, and/or death of any child in the home, whether placed by Abrazo or not.
6. Adoptive families must notify the Agency in writing, *in advance* of taking the child out of Texas or their home state *at any time* during the post-placement supervisory period and/or prior to finalization in a court of law.

7. The Agency and adoptive parents reserve the right to extend post-placement supervision at will when indicated by child's needs or best interests, however, post-placement supervision may extend no less than six months and no longer than eighteen months. The Agency is entitled to disrupt with cause any placement which is not finalized within the minimum period of six months and the maximum period of eighteen months from the date of placement.
8. Failure to comply with the terms of the Agency's placement agreement OR with Agency requests of the adoptive family in child-related or adoption related concerns in a timely manner may result in the extension of the supervisory period and/or its terms at the adoptive parents' expense, and/or a delay in the finalization date, and could ultimately, with cause, result in the disruption of placement if so justified.
9. All adoptive parents are required to send updates to the Agency every year, with at least one (1) annual photograph of the child each year by the fifteenth (15th) of December, which may be forwarded to the birthmother upon request, until said child reaches the age of eighteen (18) years.

D. Release of Agency Responsibility

1. Each adoptive family, upon choosing to work with this Agency, acknowledges the Agency's non-liability, whether actual or implied, for the accuracy and/or verification of all information submitted by the birthparent(s) and/or their representatives.
2. Adoptive parents release and indemnify the Agency for any unforeseen medical, developmental, genetic, psychiatric or other conditions which may arise during pregnancy, at birth or at any time in the future, to include but not limited to: schizophrenia, FAS/FAE, SIDS, HIV, RAD, hepatitis, failure to thrive, cerebral palsy, spina bifida, birth defects, blindness, deafness, ADHD, ODD, congenial STD, autism, spectrum disorders, retardation, etc. This does not release the Agency from legal responsibility in any verified incidence of Agency negligence or fraud, but acknowledges that the Agency does *not* have liability, actual or implied, for any child's health, development and/or prognosis, and that such may be dependent upon birthparent's cooperation with prenatal care, personal history and/or chosen lifestyle and/or adoptive parent's nurture, pediatric compliance and/or parenting skills, all of which are factors beyond any Agency's control.
3. The Agency is not liable for any information contained in medical records not held in the agency's immediate possession as of placement or for any bill(s) not presented in a timely manner/without delivery confirmation.

E. Gift Policy

1. In the interest of the purity of the adoption plan and in accordance with state laws regarding such except where allowed via a licensed child-placement agency, *at no time may adoptive parents make direct payments to or on behalf of birthparents or their relatives or dependents, nor may adoptive parents and birthparents exchange gifts of value, whether prior or subsequent to placement and/or finalization.* The Agency endorses only the exchange of items of sentimental value as such relates to the child and/or the birthparent-adoptive parent relationship. Adoptive parents are urged to refrain from the purchase of any items which could be construed as

being influential to the placement decision; the best rule of thumb suggests that any offerings to the birthparent(s) be homemade and/or of some therapeutic purpose (i.e., a special photo album for baby pictures, a small locket in which a lock of the child's hair may be kept, a needlepoint pillow replicating the birth announcement, a framed photo depicting time spent together with the baby.)

2. At no time and for no reason may adoptive parents ever give a birthparent money, gift cards, or provide direct payment of costs for goods, services or travel. Any requests for maternity-related needs must be handled through the Agency, by law.
3. Any and all mailings, packages and/or correspondence delivered to the Agency for forwarding to the birthparents by the adoptive parents or to the adoptive parents by the birthparents before and/or after placement are routinely opened and inspected by Agency staff. The Agency does reserve the right to photocopy all letters and photos as documentation for the permanent file, to protect the interests of all parties involved.

F. Amendments or Alterations to Agency Policies or Practices

1. No individual staff member has the authority to amend or alter, by spoken written agreement, written Agency standards, practices, policies or procedures; however, the Executive Director may, with authority issued by the Executive Committee of the Board of Directors, issue variances for specific cases when necessary, with such decisions to be documented.
2. The Agency may accept referrals from other adoption agencies or agents of adoptive families for placement planning for special needs children or in the event that the Agency has need of adoptive families for specific types of cases. In such events, the preparation requirements for the adoptive family with regards to the Agency's admissions and applications practices may be amended or altered by the Executive Director as needed, with the pre-placement or post-placement approval of the Executive Committee of the Board, of Directors. All families, regardless of origin, shall have the full required documentation on file at the time of placement.
3. Upon committing to a case, adoptive parents imply their understanding of the following: that any case may be subject to failure and/or legal challenge, with or without grounds; that the agency staff does not include licensed attorneys nor licensed physicians, thus staff cannot render legal nor medical advice. Furthermore, the adoptive family is responsible for any and all costs related to litigation brought forth by any party, regardless of standing.
4. The Agency reserves the right to alter, adapt or changed stated policies or procedures in accordance with indicated program needs or Board decisions, affecting those still subject to agency authority and allowing those who wish not to continue participation in the program because of such changes the option of exiting the program without additional penalization.

G. Documentation Pertaining to Policies

1. For additional information about agency policies and their implementation, please refer to the corresponding documents distributed to adoptive parents and birthparents throughout the adoption process.

H. Grievance and Appeal Process

1. All clients have the right to appeal the actions and decisions taken by the Agency and/or its staff which affect them directly, without fear of recrimination, as long as said appeal is timely (within 30 days of the incident necessitating grievance.) Written Agency policies shall be the criteria used for resolution; grievances and appeals may not seek to alter the content of state law(s) and/or licensing standards, over which the Agency has no control.
2. Clients are not required to address grievances with the individual about whom they have a grievance provided they have made a good faith effort to resolve the complaint before filing said grievance. In the event that a client wishes to file a grievance against an employee or make an appeal of a decision rendered by staff, he or she shall send a written explanation of the circumstances precipitating said appeal in full detail with any supporting documentation attached to the Executive Director, who will review the matter, consult further with the parties involved if necessary, and issue a judgment within 60 days, a written copy of which shall be entered permanently into the client file. Should the complaint concern the Executive Director, or should the client wish to further appeal the Director's judgement, the client may issue a written request for hearing by the Agency's Board of Directors at their next scheduled meeting, at which time the Board will render a final ruling, to be communicated to the client in writing.
3. All clients possess the right to file a complaint with the Texas Department of Family & Protective Services, should they so choose; in accordance with Licensing Division standards, this report may be made by telephone or in writing. If you have a complaint that is not resolved to your satisfaction, you may contact the HHS Office of the Ombudsman by calling 1-877-787-8999, selecting a language, and then Option 0, or by making an online submission at <https://hhs.texas.gov/about-hhs/your-rights/office-ombudsman>.
4. If fault is found with a staff member, volunteer or client, a written decision will be issued and consequences may include mandatory coaching, suspension, &/or removal from the program.

## **VIII. CLIENT RIGHTS AND RESPONSIBILITIES**

Upon receipt of written contracts indicating acceptance by agency for services, the birthparents and adoptive families approved by Abrazo are entitled to these rights and responsibilities as follow:

- A. Prospective Birthparents Approved for Services
  1. Birthparents have the right to privacy. The Agency may not provide information about a specific birthmother actively registered with the agency and/or her adoption plan without the client's expressed consent &/or a signed HIPPA release on file. Adoptive parents do not have unlimited access to a birthmother's file nor to the content of all her communications with agency staff without a court order.
  2. Birthparents have the right to explore all options and make their own decision regarding what is in the best interest(s) of their child(ren) prior to adoptive placement.
  3. Birthparents have the right to aid in the Agency's selection of an appropriate

adoptive family for their child(ren), as long as they accept responsibility for this involvement and are able to focus their selection criteria in terms of what is best for the child. Birthparents must understand, however, that the Agency has the ultimate responsibility for approving adoptive families for placement and as such, the best interests of the child are of tantamount importance. The Agency reserves the right to refuse to make or finalize any placement with or without documented cause.

- a. Should a birthparent choose to place her child with a family the Agency cannot approve, both parties may be advised of the other options and services available to them elsewhere.
  - b. Should a pre-selected adoptive family later need to withdraw from an adoption plan, the birthparent(s) may be notified of this disruption and given opportunity to become aware with or involved in the selection of another appropriate, Agency-approved family.
  - c. Should a birthparent prove to be unable to participate appropriately in this selection process, she/he may be given structured opportunity to become acquainted with the family selected by the Agency who best meets the child's needs and the birthparents' expectation(s).
4. Birthparents have the right to specify their expectations for regarding the type of relationship they wish to have with the adoptive family, or lack thereof. The Agency will strive to negotiate fair understandings and reasonable contact agreements amenable to both the birthfamily and adoptive family. (See also the "Openness Policy for Cooperative Placements.")
  5. Birthparents have the right to request accurate, de-identified, general background information about the adoptive parents as drawn from the home study. This may be delivered verbally or in writing.
  6. Birthparents have the right to change their mind about adoptive placement of their child without recrimination before relinquishment is completed, with no actual or legal obligation to repay any funds previously provided for maternity support. Birthparents are asked, however, to provide the adoptive family with a honest and verbal or written explanation of their decision, so as to aid in the closure of that relationship.
  7. Birthparents have the right to be treated with dignity by staff.
  8. Birthparents have the right to counseling before and after the adoption decision, and may choose whether they prefer to pursue counseling as provided by the Agency or counseling as provided by a source outside the Agency.
  9. Birthparents have the right to consultation with a legal advisor or attorney prior to relinquishment, as provided by the Agency upon written request, or as selected by them at their own discretion and expense.
  10. Birthparents have the right to good medical care, including the choice of whether to have their baby delivered by a physician or a midwife.
  11. Birthparents have the right to name their child on the original birth certificate and to request a copy of same from the hospital prior to discharge.

12. Birthparents have the right to see and spend time with their child in the hospital after birth, as much or as little as they see fit.
13. Birthparents have the right to hand their child directly to the adoptive parents at time of placement, if they so choose.
14. Birthparents have the right to receive progress reports and baby photos for at least six months after placement. Birthparents and adoptive parents may agree to continue communication and/or contact past this time; however, the Agency cannot provide any actual or implicit guarantee of compliance subsequent to the finalization of any adoption.
15. Birthparents have the right to forward letters, gifts and/or photos to their child via the Agency at any time; however, the Agency may examine such items for appropriateness of content and cannot guarantee receipt or response by the adoptive family.
16. Birthparents have the right to written notification from the Agency of any developing genetic conditions, terminal illness or the death of their child, should the Agency have verification of such and know how or where to locate the birthparent(s).
17. Birthparents have the right to enlist with an adoption registry or to likewise seek reunion with their child when that child reaches adulthood.
18. Birthparents have the right to a printed copy of their rights, including their right to appeal Agency decisions; to file a complaint with the Agency or the Department of Protective & Regulatory Services; to request review of a copy of the Minimum Standards for Child-placing Agencies; and to request review of the Licensing Department's certification, inspection or violation reports, except for those records prohibited from disclosure, pursuant to laws prohibiting such disclosure where applicable.

B. Adoptive Parents Approved for Services

1. Adoptive parents have the right to privacy. The Agency may not provide full disclosure of identifying information about a specific adoptive family and/or their adoption plan without the clients' expressed verbal consent &/or a signed HIPPA release on file. Birthparents do not have unlimited access to an adoptive family file nor to the content of all their communications with agency staff without a court order.
2. Adoptive parents have the right to explore all of their options prior to placement and to make their own decisions about what is in the best interests of their child following finalization.
3. Adoptive parents have the right to state their preferences for an adoptive child, including age, sex, racial background, genetic history, etc. The Agency reserves the right, however, to encourage adoptive parents, through education and counseling, to broaden their expectations, and to approach them about consideration of specific cases which do not match their originally-stated preferences and to openly advocate for flexibility in such instances, should the Agency have reason to believe they would be well-suited to the needs of a



child/children in such a situation.

4. Adoptive parents have the right to state their preferences regarding the level of openness they are willing to pursue in their relationship(s) with birthparent/s, understanding that this Agency specializes in open adoptions, strongly advocates for such in accordance with its important benefits to adopted children and requires a minimum commitment of annual contact via the Agency for eighteen (18) years. The adoptive family has the right not to disclose identifying information, should they so specify in advance and in writing. The Agency may work to negotiate fair understandings and reasonable contact agreements which are amenable to both the birthfamily and adoptive family. (See also the "Openness Policy for Cooperative Placements.")
5. Adoptive parents have the right to review de-identified information regarding prospective birthparents prior to making a formal commitment to matching with a birthparent, leading to the possible and/or subsequent adoption of a birthmother's child; to know the Agency's professional opinion of the case and its merits or its risks; and to have a general estimate of what costs will be involved with each specific case.
6. Adoptive parents have the right to withdraw from an adoption plan, prior to placement or finalization, by providing the Agency with written notification and providing the birthmother with a honest and written explanation, so as to provide closure to the relationship. (See Section VI, item A-9 for information with regards to the termination of financial obligation.) While such an action is not considered cause for re-evaluation of the Agency's admission decision, it may, depending on the circumstances involved, indicate a lack of adoptive parent readiness or similar concerns, in which case the Agency reserves the right to require that the adoptive family engage in counseling at their own expense prior to the continuation of their adoption process with the Agency.
7. Adoptive parents have the right to be treated with dignity by professional staff.
8. Adoptive parents have the right to know what money is being spent by the Agency on behalf of their case. If expenses are being regularly incurred, monthly or bimonthly accounting statements of Maternity Reserve Fund activity may be forwarded to the adoptive family.
9. Adoptive parents have the right to inquire as to what steps the Agency's legal counsel is taking to terminate the rights of an absent or uncooperative alleged or legal birthfather. Furthermore, the adoptive parents have the right to accept or decline a situation involving legal risk; by accepting immediate placement and signing an "Acknowledgement of Legal Risk Placement", by postponing placement and having the child cared for at their expense by an Agency foster family until all birthparents' rights are legally terminated in a court of law, or by declining placement altogether.
10. Adoptive parents have the right to communicate directly with a child's pediatrician prior to relinquishment with the birthmother's consent, or prior to placement with the Agency's consent.
11. Adoptive parents have the right to select their child's permanent name, and to receive documentation of such in the form of a final birth certificate issued at the time of or subsequent to finalization, depending on the laws concerning such in the

state in which the case is consummated.

12. Adoptive parents have the right to request that specific prenatal, perinatal or post-partum testing be pursued provided it is deemed medically appropriate to case concerns and as long as the birthmother consents, the birthmother's physician approves, and the Agency has adequate funds in the adoptive family's account by which the Agency is authorized to pay for such; test results may then be issued to the adoptive family via the Agency.
13. Adoptive parents have the right to be given information and/or referrals for adoption subsidy programs or similar assistance, upon request.
14. Adoptive parents have the right to choose to communicate with birthparents directly or via the Agency prior to finalization; after finalization, they may consider the best interests of their child in deciding the form and frequency of contact to be continued with the birthfamily, whether directly or via the Agency.
15. Adoptive parents have the right to seek independent counsel with regards to the consummation of their adoption, and to choose whether to finalize in Texas or in their home state, provided that the laws of their home state recognize and honor Texas adoption laws and licensing regulations.
16. Adoptive parents have a right to a printed copy of their rights, including their right to appeal Agency decisions, to file a complaint with the Agency or the Department of Protective and Regulatory Services, to request review of a copy of the Minimum Standards for Child-placing Agencies, and to request review of the Licensing Department's certification, inspection or violation reports, except for those for those records prohibited from disclosure, pursuant to law prohibiting such disclosure, where applicable.

## **IX. OPENNESS POLICY FOR COOPERATIVE PLACEMENTS**

### **A. Definition**

1. Abrazo Adoption Associates recognizes and endorses the potential advantages of openness, authenticity and empathy in adoptions, aiding in the de-mystification of the process, in the building of trust and healthy rapport, and in identity development and emotional adjustment for the birthparent(s), adopted child and adoptive parents alike. The Agency does, however, believe that such relationships require appropriate guidance and structured boundaries for the protection of all involved. It is towards this goal that Abrazo Adoption Associates has developed the following policies.

### **B. Guidelines**

1. "OPENNESS" is defined herein as cooperative relationships in which birthparents and adoptive parents engage in one or more of the following: involvement in selection process, review of de-identified profiles, conversations, meetings prior to placement, exchange of names and/or addresses and/or emails and/or letters and/or photos prior to placement, labor & delivery coaching, continued written contact following placement, continued oral contact following placement, and/or continued visitation following placement. Any agreements regarding continued contact between birthparents and adoptive families following finalization of the adoption, including type, frequency, and scheduling, shall be voluntary on the

parts of the participants and cannot be guaranteed nor enforced by the agency nor upheld under present Texas state adoption laws.

2. Birthparents and/or adoptive parents may have all foreseeable advantages and disadvantages of openness explained to them by Agency staff; subsequently, they may volunteer or decline to engage in such and in doing so, may not jeopardize their receipt of Agency services if already accepted for such and provided compliance with Agency placement requirements is guaranteed. However, should such refusal appear to constitute a therapeutic issue (i.e. poor resolution of infertility issues, denial, coercion by family member accustomed to traditional adoption, etc.), Agency counselors and/or social work staff reserve the right to further explore such issues with client prior to relinquishment and/or placement, until said staff feels comfortable that the client's choice in this matter is being made in good faith.
3. Abrazo Adoption Associates reserves the right to witness, mediate, screen, supervise, monitor and/or attend any and all contact between birthparents(s) and adoptive parent(s), be it oral, written or physical, when deemed necessary or prudent by Agency staff, and may document any such agency action as it occurs.
4. Any private discussion(s) of financial arrangements, including but not limited to requests for or offers of financial support are strictly prohibited between prospective/adoptive parents and birthparents at any time (preceding or subsequent to placement.) Financial support for placing parents must be offered//negotiated/agreed upon/made/provided for only by the Agency as allowed by law and by no other party. Violation of this policy may constitute grounds for immediate expulsion from Agency services and possible felony charges for coercion, fraud and/or the purchase or sale of a child.
5. All parents seeking placement through the Agency shall sign a commitment to hold any and all birthparent's letters, photos, background information and/or gifts in safekeeping for their adopted child until such time that these items and adoption information may be shared in an age-appropriate fashion from the date of placement. No adoptive parent(s) may purposely withhold from said child the information that he or she is adopted.
6. Birthparents and/or adoptive parents may forward letters and/or photos to the other following placement via the Agency, although the Agency encourages clients to engage in direct contact whenever possible. The Agency, as stated in item #3, may screen contents at will, but shall make every effort to forward such mailings, provided a correct and updated address is on file. The Agency does not guarantee timely forwarding nor can it require that addressees submit or offer reply, or acknowledgement of receipt of mailing. Should no address be available, mailing shall be returned to sender with appropriate notation.
7. Abrazo Adoption Associates does not permit the exchange between birthparent(s) and adoptive parent(s) of any gifts of value; rather, the Agency encourages both parties to seek to communicate their feelings or affection or gratitude through oral or written self expression; however, the Agency does allow the exchange of mementos of sentimental value only (i.e. photo albums of family pictures, handmade items, etc.) Birthparents shall also be permitted to forward letter, photos, and/or birthday or holiday gifts to the child should they so choose, (see item #6) with the adoptive parents reacting in compliance to item #5.

8. The following information may be routinely provided to "matched" (or "prospectively matched") adoptive and birthparents: first names, geographical region of residence; ethnic origin and racial identity, age, educational history, general description of occupation, income (on request), religion (on request), general information on family of origin (i.e. health, parents' occupational & educational background, number of siblings, etc.); marital status; general information regarding other children in (either) family (i.e. age, sex, health, first name, feelings about adoption); self reported medical/health background height/weight/physical characteristics description; description of perspectives on parenting and adoption; general physical description of home (asked of adoptive parents only) ; conditions and circumstances of pregnancy (asked of birthparents only.) Photos and more specific, identifying information (i.e. last name, address, permanent home phone number, employer, etc.) may be disclosed by Agency only when permission for such disclosure is granted in writing by the party to be identified.
9. Placing parents/birthparents and adopting/adoptive parents must be respectful of the privacy of the other parents and the adoptee, with regards to social media, and should refrain from the tagging and/or sharing of photos, videos and posts without specific permission from the other parents. Under no circumstances may a prospective adoptive family post online an "announcement" of the birth or adoption of a child not yet theirs until after placement has officially been completed.

## **X. DESIGNATED ADOPTION PROCEDURES**

### **A. Guidelines**

1. Families seeking designated adoption services through the Agency must complete the full application and submit non-refundable processing fee prior to agency consideration for acceptance. Those voluntarily completing orientation weekend in advance of any outreach, advertising or networking efforts have ten days to submit the \$9500 fee in addition to the \$3,000 required escrow deposit. (See also VI., Fee Schedule, E-1.) Those whose anticipated placement precedes the next scheduled orientation weekend or whose outreach and networking efforts have already resulted in their referral of birthparent/s to Abrazo must submit aforementioned funds within 48 hours (2 days) of agency acceptance of responsibility for adoption planning and then complete Abrazo-assigned online courses at their own expense.
2. Adoptive families exploring or pursuing designated adoption plans agree to accept responsibility for any and all state-allowed expenses incurred by the Agency on behalf of birthparents referred to the Agency by or for them, until or unless written notification is provided by the adoptive family that they do not wish to pursue any further placement plans with a specific birthparent candidate, at which time adoptive parents' liability for any costs or expenses not yet incurred or committed to by the Agency shall thereby cease.
3. Agency will provide standard case assessment package to families pursuing designated placements. Any such adoptive family agrees to discontinue their search for additional birthparent candidates and/or pursuit of additional/alternative placement opportunities elsewhere upon making the commitment to any specific placement plan or birthparent.
4. The adoptive family, in accordance with state prohibitions against unlicensed

child-placement planning, understands that they may not seek to refer out or match birthparents with other adoptive families or unlicensed child-placement sources, and voluntarily agrees to refer inappropriate birthparent matches or unwanted cases directly to Abrazo for alternative sources or referrals as needed.

5. Those participating in designated adoption plans must comply with stated Agency policies, in accordance with the standards to which all Abrazo clients are held.

## **XI. FOSTER PARENT POLICY**

### **A. Definition**

1. Foster parents are defined as those individuals or couples who, pending successful completion of the home study, application and training process, contract with Abrazo Adoption Associates to provide nurturing and conscientious substitute care of infants, children and adolescents involved in the adoption process (i.e. infants requiring intermediary care prior to adoptive placement or following disrupted placements; children whose birthparents are undecided about relinquishment but unable to properly care for child's needs during that time; pregnant adolescents in need of supervised housing and under parental consent for same, etc.) Said care is expected to be in compliance with stated substitute care guidelines provided within Minimum Standards for Child-Placing Agencies, sections 3100, 3200, 3300, 3400, 3500, 3600, and all issued clarifications.

### **B. Eligibility criteria for Foster Parents**

1. All prospective foster parents should be at least 25 years of age and provide proof of high school diploma or G.E.D..
2. Foster parents shall hold medical documentation from a qualified physician verifying good mental and physical health.
3. Foster parents should show evidence of work schedule flexibility, if applicable, to ensure continuous care of foster children by approved foster family.
4. Prospective foster parents should be nonsmokers, and foster homes should likewise be smoke-free environments.
5. Single foster parent applicants must show proof of appropriate support systems and financial security; married foster parent applicants must have been wed for a minimum of one (1) year and have demonstrated stability of marital relationship and financial soundness.
6. Foster parents should possess valid state driver's license and own a well-maintained and insured vehicle.
7. Foster families shall have no more than two minor children living in the home, and said children must be no younger than one (1) year of age.
8. Acceptance of foster parenting application is contingent upon home study; compliance with room space requirement of 40 sq. ft. per child; and proof of successful health and fire inspections.
9. All adults (defined here as anyone over the age of 17) living or visiting (herein

defined as making use of extended or chronic overnight hospitality) the foster home must have criminal checks, fingerprinting, CANRIS and proof of T.B. shots.

10. Approved foster home applicants shall sign written contract agreement with the Agency.

C. Screening Procedures

1. The Agency reserves the right to investigate the background, credentials, references or similar history of any person or persons applying to serve as Agency employees, volunteers and/or foster parents. Such searches may include criminal checks, credit history checks, child abuse/neglect information system check reports, house inspection, solicitation of medical or employment history records, tuberculosis testing, random drug testing, fingerprinting, social networking surveys and/or any other means. The Agency reserves the right to decline any job applicant, volunteer and/or foster care applicant with or without documented cause.

D. Capacity Criteria

1. The social worker completing the Foster Care Home Study should be responsible for deciding the number, ages and needs of children for which the foster home is eligible to provide care, documenting same in the home study report. Said decision(s) shall be based on factors which include; the amount of space available per child, the indicated ability and/or experience level of the foster parents, physical features and handicap accessibility of the home, number of children already cared for in the home and the needs of the children or other family members residing in the home.

E. Agency and Foster Family Rights and Responsibilities

1. The function of the foster family is to provide primary care, safety, security and nurture on behalf of the Agency to children whose birthparents are contemplating or have committed to the release of their children for adoptive placement. Specifically, foster parents are defined as those individuals or couples who, pending successful completion of the home study, application and training process, contract with Abrazo Adoption Associates to provide nurturing and conscientious substitute care of infants, and/or children and/or adolescents involved in some stage of the adoption process (i.e., infants requiring intermediary care prior to adoptive placement or following disrupted placements; children whose birthparents are undecided about relinquishment but are unable to properly care for their children's needs during that time; pregnant adolescents in need of supervised housing and under parental care for same, etc.)
2. The foster family has a right to request written copies of the Minimum Standards as they apply to foster homes, the Agency's policies and guidelines regarding foster care and all other pertinent information, written copies of the Intake Study, Medical Status Report, Service Plan and/or Adoption Readiness Review for any child placed in their care. (Copies of client records should be carefully stored and inaccessible to unauthorized parties.)
3. The Agency reserves the right to license a foster home and to contract with a foster family with no actual or implied guarantee of use, hours or benefits. The foster children are placed on a basis of need, with foster families waiting "on call"; foster

families have a right to advance notification whenever possible, and may decline placement if unavailable. The foster family shall be generally prepared to accept foster children into their home at any time of the day or night.

4. The Agency agrees to provide the foster family with orientation which may include at least one hour of review of Agency Policies & Procedures and a half day of observation and/or on-the-job training with an experienced foster parent, and a minimum of eight (8) hours pre-service training, Infant and C.P.R. certification training, and twenty (20) hours of annual in-service training. Pre-service training will be educational in nature and experimentally-based, with emphasis on understanding adoption issues relating to the children who will be in their care; at least two hours may focus on infant care instruction, two hours may focus on the needs of the adoption triad, one hour may focus on child behavior management concepts and two hours may focus on helping children cope with separation and loss issues.
5. The Agency reserves the right to remove any and all children from the foster home, with or without prior notice, at the Agency's discretion. The foster family will respect this right, and shall at no time and in no way seek to interfere with the Agency's decision to remove a child from foster care, complying with any such request by Agency staff.
6. The foster family reserves the right to decline acceptance of any foster child into their home for whom they do not feel prepared to provide care; likewise, the foster family may ask the Agency to remove a foster child from their home in the event that the placement appears to be disruptive to the child or foster home.
7. The foster family has a right to accurate information, as made available to the Agency, regarding any child's history and/or possible abuse or neglect.
8. The foster family shall be committed to protecting the confidentiality of the child(ren) in its care, as well as that of the birthparents or adoptive family associated with said child(ren). No information that relates to, exploits or invades the privacy of a foster child and his or her family shall be shared with anyone outside the foster home without prior Agency consent.
9. In accordance with Minimum Standards, the foster family shall understand that their home and the care therein provided shall be subject to regular supervision (quarterly visits to all active foster homes) by the Agency's executive staff. In addition, the foster family shall recognize and respect the right of the Licensing Branch of the Texas Department of Family Protective Services to visit and/or inspect the foster home at any reasonable time.
10. Foster families shall fully understand that use of physical force and/or verbal abuse as a means of discipline, punishment or correction is expressly prohibited, and that noncompliance with or violation of this policy may be grounds for immediate termination of the foster care license and dissolutions of the Agency's relationship with said foster family.
11. The Agency reserves the right to revoke its license of a foster care home at any time.
12. The foster family shall agree to limit any and all childcare to that of Agency-placed foster child(ren) and any biological children in the home. No foster family

may accept 24 hour or extended childcare responsibility for any non-related minor from any source other than the Agency.

13. The foster family may take the foster child to church with them but must not force the child to join, participate, endorse the philosophies therein presented or otherwise infringe on the child's right of religious freedom. The foster family should make every effort to respect the child's religious customs, if any exist, and to provide the child with access to believers of his or her own faith.
14. During substitute care placement periods, the foster family reserves the right to access and communicate with the Agency staff at any time of the day or night, by having the on-call staff member paged. The foster family shall communicate with Agency staff on a weekly basis during periods in which a foster child is in their home, and shall maintain the Foster Care Diary for Agency's review.
15. The foster family may participate in the formation and review of service planning, may provide input and assist in carrying out actions or tasks therein indicated. The foster family shall not engage in actions contrary to those goals or amend the treatment plan without the prior approval of the Agency.
16. The foster family may be present at placement, and may maintain direct post-placement contact if initiated by client(s).
17. The foster family may engage at will in the Grievance and Appeal Process as defined in Article VII, Section H.
18. The foster family is entitled to reimbursement of \$85 per day of incurred expense; mileage reimbursement is payable in two \$10+ increments, as incurred by the foster family in the process of transporting a foster child to or from the Agency for intake or placement only. Any transportation to/from hospital and/or Agency-ordered service locations is included in daily reimbursement total; reimbursement for any medical care, case-related long-distance or postal charges, prescriptions or pre-approved and extraordinary supplies as authorized by the Agency may be additionally refunded by Agency to foster family upon presentation of receipts. The Agency reserves the right to offer foster families additional financial assistance in the event that foster care is needed for school-age children (i.e., added expense money for groceries, school supplies, clothing, postage stamps, hygiene products, etc.).
19. Foster families shall not invite non-related parties, birthparents whose rights have been terminated and/or perspective adoptive parents to visit or engage in direct contact with any child in foster care without prior Agency approval.
20. Foster families shall be expected to uphold the work of the Agency at all times in word and in deed.

#### F. Children's Rights

1. Children may not be abused or neglected; they shall be treated with respect and care by Agency personnel at all times. They have the right to privacy. They shall not be used in agency's promotional efforts without the written, informed consent of the parent(s) and/or managing conservator and the child, if child is capable of granting such.



2. Children are entitled to honest, age-appropriate information about the adoption plan and related proceedings, disseminated in a time frame and a style which is congruent with the goals stated in the treatment plan/plan of service.
3. Children must have an appropriate education, and all efforts shall be made to ensure that the adoption proceedings do not impede a child's access to schooling.
4. Foster care and adoptive placements shall be made with primary consideration for the child's physical and emotional needs, keeping in mind that child's cultural needs and any existing sibling relationships. Children shall be placed and supervised in the environment which is least restrictive while still capable of meeting the needs noted above. Children in care shall not be physically disciplined, but shall be appropriately redirected through use of behavior modification techniques such as those described in Section X, I-2.
5. Children should be given all possible opportunities to have their social needs met through participation in community functions, recreational activities and contact with children their own age.
6. Children should be provided with personal clothing appropriate to their age and size, and must have input regarding their personal clothing preferences if old enough to verbally express such.
7. Children should be given training and supplies as needed for personal care, hygiene and grooming.
8. Children may bring personal belongings to the foster care or adoptive home and may acquire further possessions, as well. (Items which are questionable in terms of appropriateness or safety or public health or wellness shall be reviewed by the Agency and discussed with the child and his/her parents and/or managing conservator.)
9. Any monies belonging to a child, given to that child as a gift or allowance or earned by said child are considered to be the child's personal property, and shall be accounted for separately from the agency's funds, the foster home's funds or the adoptive family's funds. Money belonging to a child shall be accounted for at intake and at dismissal, and is to be held in safekeeping by the foster parents on behalf of the child, to be distributed to the child in a prudent manner at his or her request. Children shall not be required to use personal money to pay for room or board.
10. Opportunities should be created for sibling contact and visits, should siblings be placed in different homes. The Agency shall make a consistent and dedicated effort to keep siblings together whenever possible.
11. Children have the right to engage in continued contact with their birthparents until or unless parental rights have already been relinquished or terminated or unless such contact is in some way detrimental to the child. (See also Article X, Section G for "Parental Contact Policies.")
12. The Agency accepts full responsibility for the protection of the rights of children placed in its care, while in foster care or prior to adoption finalization.

G. Parental Contact Policies

1. The Agency shall support appropriate personal contact between children and their parents prior to relinquishment or termination of birthparents' rights, unless such contact is clearly not in the best interests of the children. In such cases, the Agency's advanced-degreed staff may determine the restrictions of contact, explain such to the child and document it in the file. Restrictions lasting over one month shall be re-evaluated every thirty (30) in the event that continued requests for contact are being expressed, with reasons for the continued restrictions being explained to the child and documented in the file. Contact limited for practical reasons, such as distance or cost, may be reviewed with the child and parents or managing conservator and documented in the file.
2. Foster parents shall receive Agency direction regarding visitation and/or communication between (a) foster child(ren) and birthparents whose rights are relinquished or terminated and/or prospective adoptive parents on an individual case basis decided in accordance with legal status of the parent/child relationship, child's best interest and the like. Foster parents shall not permit visitation, communication nor release of child into the custody of any other individual without prior notification and approval of Agency.
3. No prospective adoptee (herein defined as "a child who is placed in foster care prior to parental relinquishment") shall be denied the right to receive mail and/or gifts from, make (local) phone calls to or visit with or write letters to his/her respective birthparents unless somehow restricted by court order or unless there exists documented and reasonable concern on the part of the Agency as managing conservator, for child's best interests (the latter only in dire circumstances and contingent upon birthparent notification.) Foster families are not, however, required to release their addresses or telephone numbers to birthparents or adoptive families; mail and telephone calls may be routed through the Agency.
4. Foster parents shall not deny visits from, gifts or mail to or from or calls from parents or legal guardian(s) to pregnant adolescent birthparents in foster care. Foster parents may, however, defer a adolescent birthparent's request to make long-distance phone calls to parent/guardian or out-of-town/extended visits to parent/guardian to Agency for approval of related expenses or leave of absence.
5. Agency-approved visits between foster child(ren) and birthparents whose parental rights are already relinquished or terminated may take place by appointment only at Agency offices, and such meetings may be supervised or mediated by foster parent(s) or Agency staff as necessary.
6. Agency-approved visits between prospective adoptive parents and foster child(ren) prior to placement may be supervised or mediated by foster parent(s) or Agency staff. Such visits following placement (i.e. when child remains in foster care awaiting ICPC approval, etc.) may not necessitate foster parent(s) or Agency staff attendance except in case in which such a presence would be in the best interest of the child.

#### H. Communication and Reporting

1. Foster parents should provide weekly status reports for foster children in their care to Agency every Monday. Physical copies of any written reports, such as medical or dental care records, notes from school, incident reports and the like, shall be likewise submitted to the Agency each Monday for inclusion in the child's

permanent file. Similar reports, in verbal or written form, detailing child's behavior, expressed concerns, eating/sleeping/play patterns, physical and emotional well-being, shall also be made available to concerned birthparents and/or adoptive parents upon request. Prospective adoptive parents may phone foster parent(s) up to twice a day during the hours of 9 a.m. and 9 p.m. to check on child's well-being. Foster parents who are asked adoptive parents to call directly shall make such calls on a collect basis.

2. Service plan review conferences will be held every six months for the purpose of updating the foster care service plan. Foster parents should make every effort to attend; if not possible, a copy of the updated plan shall be sent to the foster family for review and input. In the event of disrupted placements and/or subsequent placement planning, however, said review should be scheduled to take place promptly.
3. A copy of the Daily Foster Care Diary, any medical records for care given during foster stay and the written child care instructions from the foster family may be given to the adoptive family at time of placement.
4. Foster parents should notify Agency immediately of any and all incidents in which a child in care may have been abused, neglected, injured, or have made a suicide gesture or attempt. The details of such incidents should be documented on the "Incident Report Form" and submitted to the Executive Director by the start of the next business day.

I. Disciplinary Policies for Children in Foster Care.

1. Abrazo Adoption Associates expressly prohibits corporal punishment or verbal abuse of any type by any full-time, part-time or contract staff members of the Agency of any children in its care. Henceforth, foster parents shall not, at any time, employ the use of physical force or verbal abuse as a means of correcting or controlling a foster child and/or his/her behavior. Abrazo foster parents shall instead seek to use methods of authoritative parenting and positive reinforcement techniques as instructed in Agency training.
2. Accepted means of discipline may include use of the following:
  - a. Verbal Reprimand - clearly identifying misbehavior and request for change in positive terms that the child can understand and outlining negative consequences of that misbehavior.
  - b. Time-Out - in stimulus-free, well-lit environment, preceded by identification of misconduct, lasting no longer than 10 minutes and followed by positive affirmation of child's good behavior after time-out.
  - c. Distraction - redirecting younger children's attention so as to alter misbehavior.
  - d. Contingency Contracting - contracting for desired behavior in concrete terms; involving the child in charting and rewarding child's progress.
  - e. Choices/Decision Making - giving older children decisions by linking request for cooperative behavior with positive consequences (i.e. "you may watch TV as soon as your homework is done")

3. Foster children should be disciplined only by foster parents or other adult care givers.
4. Any foster child exhibiting extenuating behavioral or conduct problems should be scheduled for counseling sessions with Agency staff at foster parents' request.

J. Medical and Dental Care of Foster Children

1. All foster parents shall be certified in infant and child C.P.R., and should possess working knowledge of basic first aid techniques.
2. Foster parent(s) or Agency staff should make appointment for foster child's initial pediatric exam with a licensed physician within the first seven days of foster care (if not prior to placement) regardless of child's age. A signed and dated examination report should be provided to the Agency for the permanent file. Should no prior record of immunization and/or tuberculosis testing exist or be attainable, physician should be asked to administer a T.B. test, and should initiate the start of the immunization cycle unless it is injurious to the child or in violation of the religious beliefs of the child's parent(s) or guardian.
3. Foster parent(s) or Agency staff should make appointment for foster child's initial dental exam with a licensed dentist prior to placement if (a) child is age three (3) years or older, and (b) has not had such an exam within 12 months prior to placement. Documentation of this visit must be provided to the Agency for the permanent file.
4. In the event of routine medical or dental concerns, foster parents should call pediatrician or dentist to consult and document same; including documentation of subsequent compliance with doctors' advice or orders.
5. Any prescriptions to be filled should be submitted to specified pharmacy with which Agency holds billing agreement or hospital pharmacy when appropriate.
6. Foster parent(s) shall document the administering of any and all prescription medications, including date, time, drug name and dosage.
7. In the event that emergency treatment is needed, foster parent(s) should follow these procedures whenever possible:
  - a. If a child is injured or appears to be ill and there is adequate reason to believe it would not be detrimental to that child's health to move or otherwise transport him or her, (i.e., in the event of cuts requiring stitches, broken bones, high fever, uncontrolled vomiting, etc.) the foster parents shall first attempt to reach the pediatrician listed on the Treatment Plan; if after hours or unable to reach physician, foster parents shall take the child for treatment at the nearest hospital emergency room or emergency care clinic, as appropriate. Notify Agency (call pager if after hours) either before or after care is obtained; document situation in writing.
  - b. If child is not breathing, is bleeding profusely or is unconscious (cannot be aroused) call EMS (911) (in the possible event of fracture or brain or spinal injury, DO NOT MOVE CHILD); do not hang up until told to do

so. Implement C.P.R. as appropriate or attend to child's needs as able. Notify Agency (call pager) as soon as child is under care; document situation in writing.

c. In the event of suspected overdose or poisoning, foster parents should immediately contact 911 (EMS), local emergency room or Poison Control Center. Secure suspected source of poisoning. document in writing compliance with doctor's advice or orders.

8. Copies of records for any and all medical and dental treatment obtained during foster care period shall be provided to adoptive parents by or about the time of placement.

K. Transportation of Foster Children and Children Being Adopted

1. All adults should comply with state and federal laws concerning child safety in automobiles. All children should be transported under age-appropriate restraint (i.e. seatbelts, car seats, etc.) as required by law.

2. Any and all traffic violations or vehicular collisions occurring during the transportation of a child in Agency care should be reported to Agency within 24 hours or less.

3. Foster parents should notify Agency in advance of transporting any foster child beyond Bexar County.

4. All adults must secure Agency approval in writing prior to transporting any child in Agency care or under Agency supervision beyond or across state lines.

5. Adults should not leave children under the age of twelve in an unattended car at any time.

6. At no time shall adults allow a minor child to operate a moving vehicle owned by them.

L. Supervision

1. Foster parents shall be held accountable to the Family Services Coordinator, and are under the supervision of the Executive Director.

M. Adoption of Foster Children

1. In the event that foster parents wish to seek to adopt a child for whom there is no foreseen placement, they shall pursue the Agency's adoption application process in accordance with the policies governing all other clients.

N. Confidentiality

1. Foster parents shall be aware of and conscientious about the importance of holding case and client information in confidence, and are strictly prohibited from disclosing the identities, addresses, case histories and/or contents of any communications, records or files without explicit written Agency approval.

2. Such "explicit written Agency approval" (see above item), when granted, may

permit communication under the following circumstances:

- a. Discussion of child's medical background with child's pediatrician
- b. Discussion of foster parent's observations regarding child's behavior, mood or affect with child's professional care provider (i.e. pediatrician, counselor)
- c. Discussion of child's progress and/or well being with birth or adoptive parent(s)
- d. Care instructions for child to parent(s)
- e. Discussion of foster child's academic performance or needs with school staff.
- f. Others as appropriate.

O. Absence Without Permission

1. A child in agency care shall be considered "absent without permission" if or when the agency staff person(s) responsible for him or her have been unaware of his/her whereabouts for 15 minutes or more (toddlers); 45 minutes or more (school-age children); or 90 minutes or more (adolescents).
2. Should the child disappear from a public place such as a store or theater or museum or the like, the facility's management and security personnel shall be immediately notified, with a description of the child and his or her clothing.
3. The Executive Director shall be notified and the entire Agency staff informed, so as to facilitate cooperative efforts in searching for the child.
4. Calls should be placed to those people with whom the child is familiar or to whom the child might contact (i.e., neighbors, friends, the school) to let them know the child is missing and to solicit support in the search for him/her.
5. Whenever possible, one individual should remain at the home or office from which the child is absent to await further instructions or communication or the return of the child while other Agency personnel or foster home members continue the search. Care should be taken to note whether the child has taken significant personal belongings with him or her.
6. Efforts should be made to physically search likely locations where the child has been known to habituate; i.e., friends' homes (particularly if no parent or adult is home to confirm by telephone that the child is not there), playgrounds, video game arcades, shopping malls, etc.
7. In the case of a child under the age of six, if after an hour of searching the child cannot be found, the Executive Director shall notify the parents or managing conservator by telephone and shall subsequently notify local police. In the case of a child between the ages of six and twelve, the parents/managing conservator and authorities shall be notified after three hours of unsuccessful searching, and in the case of a child thirteen or older, notification shall be made after five hours of unsuccessful searching. Earlier parental notification may be prudent, should there

be reason to believe the child may have intentions of returning to the parental home or attempting to do so.

8. All details of the child's absence without permission, including circumstances surrounding the absence, efforts made to find her or her, persons or parties notified of the absence or attempts to notify and authorities involved should be duly documented in the client file.

## **XII. INTERNSHIP POLICIES**

### **A. Admissions Criteria**

1. All interns at A.A.A. shall be undergraduate or graduate level students seeking to fulfill degree requirements at an accredited college or university. The term "professional interns" shall refer to individuals in need of client and/or clock hours in order to fulfill licensing requirements, whom are already in possession of or eligible for a graduate degree.
2. No intern(s) accepted for service at A.A.A. shall have been charged with or convicted of any felony or misdemeanor charge(s) other than minor traffic violations, and no such charges shall be pending. Names of all interns shall be submitted for a criminal history check and fingerprinting at their own expense.
3. All accepted interns shall also submit to a TB test at their own expense prior to any contact with clients, unless proof of such testing within the past 12 months already exists. Random drug testing may also be required.
4. All interns working with A.A.A. clients must demonstrate professionalism and appropriate empathy towards said clients, and must strictly observe all Agency policies regarding confidentiality at all times.

### **B. Supervision**

1. All interns having contact with clients fall under the general supervision of the Executive Director. Daily supervision may be provided by advance degreed staff, as appropriate. All services rendered to clients must be in strict compliance with both the Agency policies and the Minimum Standards for Child-Placing Agencies. Violation of these policies and/or standards may constitute grounds for termination of the internship agreement.

### **C. General Policies**

1. No intern may, for any reason, remove a file or paperwork bearing client information from the office without the expressed consent of one of the aforementioned directors.
2. All interns shall hold and provide verification of individual student/professional liability insurance.
3. Only masters or doctoral level interns may engage in the provision of therapeutic activities with clients on a one-to-one basis under the terms of the internship program, and such counseling sessions shall be documented in said client file.
4. A.A.A. internships are not paid positions; however, at Agency discretion, interns

may receive minimal compensation or gratuity for voluntary service in excess of regularly scheduled internship duties, as allowed by that intern's school's policy regarding same. Any intern asked to travel on Agency's behalf may be entitled to appropriate expenses incurred (i.e. mileage, meal).

5. Interns shall participate in various Agency duties as assigned by staff, but care should be taken to make the best use of each individual's unique experience and education and skills.
6. In the event of illness or schedule conflicts, interns are asked to call and notify the Agency twenty-four hours in advance whenever possible.

### **XIII. PERSONNEL STANDARDS**

#### **A. Qualifications**

1. All Agency staff should meet the minimum qualifications as defined in the "Minimum Standards for Child-Placing Agencies."
2. All Agency staff members shall provide proof of educational credentials appropriate to their job duties and level of responsibility.
3. All Agency staff members shall provide references, and undergo background checks and fingerprinting prior to service. Each personnel file should contain documentation that said references were checked prior to employment start date.
4. All Agency staff members shall submit to an annual drug screen upon agency request and without advance notice; those testing positive for illegal drugs are ineligible for employment and subject to termination.

#### **B. Staff Training**

1. All full-time and part-time Agency staff members, Agency foster parents, interns and volunteers shall receive orientation to the Agency's policies, programs and services, which may include a review of the Agency's Policies and Procedures, Forms Book (staff only), and/or the Topical Training Manual; and a half or full day of observation and/or on-the-job training by a senior staff member.
2. Advanced-degreed staff (defined within prior Minimum Standards as "Level I Child-Placing Staff", refers to those with an Master's degree in social work or human services field and specified course work and minimum of 2 years supervised child-placing experience OR those with a Master's degree in a human services field and at least 3 years supervised child-placing experience) should participate in at least 20 clock hours of continuing adoption education/training per year, with half relating directly to child-placing responsibilities. (See also Addendum #2, Sample In-Service Training Schedule.)
3. Degreed staff (defined within prior Minimum Standards as "Level II Child-Placing Staff", refers to those with a Master's or Bachelor's degree; one, two or three years of supervised child-placing experience OR direct supervision by someone meeting the above requirements. See "Minimum Standards" for specific details) should participate in at least 30 clock hours of child-placing education or training during the first year of employment and at least 20 clock hours per year annually thereafter. (See also Addendum #2, Sample In-Service Training Schedule.)



4. Non-degreed staff (i.e., clerical or support staff) should be encouraged to voluntarily participate in a self-determined amount of in-service training, some of which shall focus on adoption related topics.
5. Subsequent to the required 8 hours of pre-service training necessary to activate an Agency foster home, Agency foster parents should complete at least 20 hours of in-service training annually, not to include initial C.P.R. and first aid training, although subsequent first aid and C.P.R. updates may be included. At least five hours should focus on infant and childcare techniques, and five hours should focus on the emotional needs of children in transition.
6. Employees shall be personally responsible for submitting documentation of any training, workshops, seminars, conferences, courses or other direct training participated in outside of the Agency which is to be credited.
7. The Agency administrative staff will maintain in-house records of annual training completed by each employee and shall review these with employees to review training needs and assess opportunities for training as appropriate to each employee's position and work responsibilities.

C. Grievance and Appeal Process

1. Employees are expected to make every effort to resolve internal conflicts or problems among themselves in a mature and professional manner.
2. In the event of a difference of opinion or complaint regarding a co-worker, employees shall first discuss the problem in private with their direct superior, and shall engage in the proposed solution there offered. Should this fail to satisfactorily resolve the problem, the superior may then approach the Executive Director to discuss the problem in private.
3. In the event that an employee has a complaint regarding his or her superior, that complaint may be privately discussed with the Executive Director by appointment.
4. The Executive Director must be immediately notified about any actions by any staff member which in anyway endanger the Agency or the clients it serves.

**XIV. VOLUNTEER POLICIES**

A. Volunteers should hold basic personal qualifications similar to those expected of staff members as defined by Minimum Standards for Child Placing Agencies. These qualifications are as follows:

1. No one may serve as a volunteer working with children who has been convicted within the preceding 10 years of any felony classified as an offense against the person or family, or of public indecency, or of violation of the Texas Controlled Substances Act, or of any misdemeanor classified as an offense against the person or family or of public indecency, unless the Director of Licensing has ruled that proof of rehabilitation has been established.
2. The personal qualifications of volunteers should be verified. At least three references should be obtained for each potential volunteer prior to working as a volunteer. Information obtained from the references should be written and filed

whether the interview is conducted in person or by telephone.

- B. Volunteers whose work brings them in direct contact with clients may neither counsel nor offer advice to birthparents or adoptive parents unless degreed and licensed to do such and their volunteer position specifically includes such duties.
- C. Volunteers may be provided with 3 hours of in-service training annually which will be documented. This shall include the date, the subject, and the source of the training.
- D. Volunteers will be provided with an orientation which may cover the issues of agency confidentiality policy; a general overview of the adoption process and the needs of clients involved in such; their responsibility to neither counsel nor offer advice to birthparents or adoptive parents; and their obligation to report any suspected abuse or neglect of a child.

#### **XV. JOB DESCRIPTIONS - ABRAZO: THE AGENCY STAFF**

Abrazo Adoption Associates is governed by a Board of Directors, to which the Executive Director is directly accountable. The Agency is led on a daily basis by the Executive Director, who oversees the workings of the staff. Personnel and positions are subject to change; however, a "chain of command" depicting lines of authority and current staffing is available at agency upon request at all times. All Agency employees are required to submit to random drug testing annually as mandated by the State licensing standards.

The job descriptions for these positions are as follows.

##### **A. EXECUTIVE DIRECTOR**

###### **1. Required Qualifications:**

A minimum of a graduate or professional degree in a human services field, with at least three to five years' experience in child-placement planning and a minimum of two years' experience in administration and management. Bilingual capabilities preferred. Candidate should hold appropriate professional licensure in accordance with state laws.

###### **2. Duties & Responsibilities**

- a. Responsible for the overall operation of the Agency, including: implementation of general office procedures as necessary to ensure the efficient operation of the Agency; supervision of Agency staff and office records-keeping; and coordination of communications with and accountability to the Board of Directors and the D.F.P.S. Licensing Division.
- b. Responsible for ongoing supervision, evaluation and monitoring of the placement program, including approval of admissions, review of intakes, review of and approval of selection of adoptive homes and/or foster care facilities for child placement or substitute care. Said supervision and approval may be documented by the dating and initialing of case records.
- c. Oversee the annual budget with the Board of Directors, in accordance with necessary expenditures and sources of funding.
- d. Responsible for the hiring and dismissal of all personnel in accordance with Agency personnel policy guidelines; also responsible for

implementing personnel practices necessary for the effective functioning of the Agency.

- e. Supervise maintenance of all adoption files, before and after placement.
- f. Coordinate in-service training opportunities for staff as mandated by state licensing standards.
- g. Responsible for the periodic evaluations and annual review of all Agency personnel, policy and programming.
- h. Serve on appropriate councils, boards or organizations as invited to ensure Agency representation and networking opportunities with other adoption professionals and social service resources.
- i. Clinical responsibilities as needed and as appropriate, such as case load management, client education and counseling, grievance mediation and coordination of relinquishments and placements.
- j. Oversee Agency marketing and public relations efforts and direct client recruitment efforts; develop written educational and counseling materials as needed; prepare professional education presentations and community awareness campaigns in response to public need for quality information regarding adoption.
- k. Coordinate with the agency's attorneys to ensure that legal processes are followed properly and that agency policies, practices, forms and paperwork are current, defensible and in compliance with state laws and licensing standards.
- l. Coordinate with the Board of Directors to facilitate development of additional programs, fundraising campaigns, satellite offices, expansion of services as needed and as appropriate, application for and securing of certificates of recognition or appropriate licensure in additional states.
- m. Other duties as needed.

B. FAMILY SERVICES COORDINATOR

1. Required Qualifications:

A minimum of a Bachelor's Degree is required, with an academic focus in Counseling, Social Work or a closely related field, and at least three years experience working in human services, or a Master's degree with supervised experience in the human services field. Experience specializing in individual counseling or family systems is strongly preferred. Applicants must be eligible to meet licensing requirements in the State of Texas.

2. Duties & Responsibilities

- a. Case management and case supervisory responsibilities, including but not limited to: intake services, crisis intervention and case planning; providing weekly casework, evaluations and counseling services for birthparents, adoptive parents and children; conducting assessments

relating to adoption services, including referral and review of all home studies of adoptive parents; coordination with homestudy workers; conflict resolution and facilitation; planning and coordination of all referral services for children and families, including follow-up care, post-placement supervision, and post-adoption counsel.

- b. Supervision of student interns whose positions include direct case management responsibilities.
- c. Shared responsibility with the Executive Director for community awareness and professional education presentations to respond to the community's need for quality information regarding adoption.
- d. Shared responsibility with the Executive Director for the promotion of the Agency and the recruitment of clients, through public speaking engagements, networking and public relations. Network with hospital professionals, social workers, attorneys, clergy and others on a bimonthly or quarterly basis to build positive working relationships with possible referral sources.
- e. Coordination and maintenance of Agency's alumni organization.
- f. Prepare adoptive families for process, birth and placement by maintaining biweekly communication with all clients in process, providing emotional support, encouragement and affirmation. Assist with relinquishments when necessary and conduct all placements when geographically feasible. Document services provided in each case file.
- g. Periodically review all adoptive parent files before and after placement to ensure compliance with licensing standards. Complete treatment plan for each pending placement, once cases are matched.
- h. Assist with location and preparation of families for special needs cases. Follow-up applications for prospective special needs families, overseeing subsidy application process when appropriate, in cooperation with efforts of Office Manager.
- i. Recruit and train foster families, coordinate foster care placements and maintain substitute care records as required by state licensing standards.
- j. Serve on appropriate councils/boards/organizations as delegated by the Executive Director to ensure Agency representation among adoption professionals and other social service resources.
- k. Share on call responsibility and handling of emergency calls, as needed.
- l. Travel on behalf of agency when needed.
- m. Other duties as needed.

C. MATERNITY SERVICES COORDINATOR

- 1. Required Qualifications:

A minimum of a Bachelor's degree is required with an academic focus in Social Work, Psychology or a related field, and at least one year of experience working in the area of human services is preferred. Must possess adequately insured means of transportation and a safe driving record.

2. Duties & Responsibilities

- a. Case management responsibilities, including: intake services, crisis intervention and case planning; weekly contact with each birthmother; reporting any needs, issues or problems in staff meetings, and documenting same in file; providing support services by supplying referrals to Medicaid, AFDC, GED or birthing classes or schooling, arranging maternity-related transportation, and aiding clients in development of energy release systems, appropriate recreational activities and hobbies to release stress, improve self-awareness and increase life-planning skills; and follow-up care.
- b. Assist in scheduling of counseling and/or prenatal care appointments; contacting each service provider afterwards to confirm status/progress. Send out release of information waivers to each provider to enable such communication. Obtain appropriate records for prior services and to confirm results of testing.
- c. Send Social Services Notifications to all hospital social workers for new cases, filing a copy. Follow up with a phone call prior to birthmother's due date, confirming receipt and requesting information regarding hospital policies concerning adoptions.
- d. Arrange client housing when needed. Inventory and maintain general household needs, including delivery of financial disbursements and acquisition of receipts for such. Inspect housing upon move-outs and arrange for appropriate cleaning services prior to move-ins. Submit check requests for client living expenses to the accounting office, pending approval by the Executive Director.
- e. Maintain birthparent files before and after placement.
- f. Share on call responsibility and handling of emergency calls, as needed.
- g. Encourage clients to increase their knowledge of the adoption process and to seek counseling from appropriate professional staff to address feelings and issues related to adoption. Assist with guidance of the birthmother support group when needed. Develop a one page birthmother newsletter to be sent to all present and former clients once a month.
- h. Assist with relinquishments and placements upon request of the Executive Director or Family Services Coordinator.
- i. Shared responsibility for birthparent recruitment, community awareness and professional education presentations to respond to the community's need for quality information regarding adoption and unplanned pregnancy.

- j. Coordination with Executive Director for special projects.
- k. Other duties, as needed.

D. BUSINESS OFFICE COORDINATOR

1. Required Qualifications:

- a. Minimum of a high school diploma and three years' experience in office/personnel management. Exceptional organizational and human relations skills, personnel management and working knowledge of office systems and equipment a must. Bilingual and degreed, strongly preferred.

2. Job Responsibilities:

- a. Personnel Management: Provide primary support to Executive Director and communicate problems, concerns and status reports on a weekly basis to ensure thorough administrative overview. Coordinate hiring campaigns and interviewing; assisting with layoffs or terminations as needed. Create and maintain confidential employee records. Submit criminal history and CANRIS checks on all personnel; schedule TB testing as needed; track training completed and notify employees in need of hours. Obtain documents needed for tax purposes. Notify employees of insurance eligibility and assist with completion of benefit applications as appropriate. Keep records of employee vacation and sick leave. Provide direct supervision of all clerical staff and assist Executive Director in maintaining overview of professional staff services and performance, via weekly staff meetings, coaching and biannual job reviews. Process unemployment claims and reference requests as appropriate.
- b. Office Equipment and Supplies: Maintain inventory of agency supplies and equipment and see that office machinery is kept in good working condition; oversee purchasing and procure maintenance servicing as needed. Network with building management staff and maintain positive rapport with same.
- c. Utilization Review: Assist with in-office audits to ensure licensure compliance.
- d. Client Services: Relieve receptionist during lunch hour and otherwise when unavailable. Handle telephone calls and/or complaints as needed, logging each and following through as needed. Assist with new client intakes if no professional staff are available; refer all counseling matters to professional staff for call-backs. Ensure ap inquiries, applications and orientation materials are mailed as directed by Family Services Coordinator. Monitor completion of birthparent intake follow-up tasks via Maternity Services department. Witness relinquishments and/or placements as needed. Share on call responsibility and handling of emergency calls, as needed.
- e. Clerical: Route all internal memos and directives. Manage all business

office mail, incoming and outbound, ensuring that Executive Director views and/or approves billings and invoices as appropriate. Oversee quality of all client materials and information packets. Assist with filing as needed. Compose and forward necessary correspondence, filing a copy in the appropriate client or office file. Ensure that agency staff maintains an adequate supply of each adopting family's color profiles prior to matching, for forwarding to prospective birthparents.

- f. Resource management: Manage all agency business office responsibilities, to include agency escrow accounts, payables and receivables, generation of monthly ledger statements and coordination with agency accountant (CPA) on matters involving agency operating accounts. Handle in-person banking transactions and make deposits as required. Oversee all monthly office billings and assess for budgetary purposes, consulting with agency accountant (CPA) as appropriate. Coordinate business office records management, filing, claims processing and bill disputes as needed. Maintain calendar of refunds due and assist in processing of same when necessary.
- g. Public relations: Cordially represent the Agency to the public, helping to plan, host and execute events such as orientation, birthparent support group luncheons and other special events as needed. Assist Executive Director with various marketing projects. Provide support and nurture of agency foster family on a monthly basis to maintain good will and positive agency-foster home relations.
- h. Other duties as needed.

#### E. AGENCY SERVICES COORDINATOR

##### 1. Required Qualifications:

- a. A minimum of a Bachelor's Degree is required, with an academic focus in Social Work or Psychology or a closely related field, and at least one year's experience working in human services. Experience specializing in child-placement is strongly preferred: fluency in spoken and written Spanish is preferred. Candidate must meet licensing requirements in the State of Texas and own an automobile in good working condition, possess an appropriate driving record and maintain proper insurance.

##### 2. Duties and Responsibilities:

- a. Assume full charge of Agency services and events coordination, to include assisting with adoptive parent orientation meetings, birthparent luncheons, adoptive family reunions, staff retreats and training events; coordination of Adoption Institute program, including all scheduling, confirmation, procurement of supplies, site selection and event management.
- b. Coordinate foster care program for Agency, to include recruitment, training, supervision and support. Inventory agency-provided foster home supplies. Network with baby supply companies to maintain sample supplies of infant care products for distribution to adopting families.

- c. Specialize in case management responsibilities for Spanish-speaking clients and others as needed; including but not limited to intake services (handling intake calls, sending inquiries and applications), crisis intervention, and case planning; participating in casework and group therapy for birthparents, adoptive parents and children; conducting assessment studies relating to adoption services); coordination of resources; relinquishment and placement. Work in tandem with Family Services Coordinator and Maternity Services Coordinator to ensure that clients are placement-ready and in compliance with agency policies and state and legal standards
- d. Help maintain agency housing, keep inventory and schedule necessary contract services as needed.
- e. Develop and manage agency marketing strategy, to include scheduling and hosting of C.E.U. seminars, scheduling and hosting; recurrent mailings, marketing calls and visits to social workers and other referral sources; research; community relations; and service expansion planning.
- f. Monitor Abrazo website and Forum regularly, providing appropriate input as needed. Share on call responsibility and handling of emergency calls, as needed.
- g. Specialize in post-placement guidance and aftercare services; monitor post-placement supervision; forward ap/bp mailings, provide counseling or make referrals as needed, follow-up with birthparents and adopting parents monthly, track progress reports and assist Legal Services Coordinator in processing file for finalization. Accompany adoptive parents who choose to finalize their adoptions locally to the courthouse proceedings as a representative of the Agency, as requested.
- h. Serve on appropriate councils/boards/organizations as delegated by Executive Director to ensure Agency representation among adoption professionals and other social service resources.
- i. Travel on behalf of agency when appropriate.
- j. Other duties as needed.

F. LEGAL SERVICES COORDINATOR (optional)

- 1. Required Qualifications:  
Minimum of college attendance & five years' experience in office setting, at least three of which should be in the adoptions field. Exceptional organizational and human relations skills, familiarity with state adoption licensure standards and working knowledge of legal process a must.
- 2. Job Responsibilities:
  - a. Board Support: Provide clerical assistance to Board of Directors as needed, including meeting coordination.
  - b. Client Support Services: Handle telephone calls as needed, logging each and following through as needed. Assist with new client intakes if no



professional staff are available; refer all counseling matters to professional staff for call-backs. Send up inquiries, applications and orientation materials as directed by Family Services Coordinator. Update Client Roster weekly; maintain agency mailing list and coordinate all mass mailings. Obtain birth certificates for every child being placed in a timely manner.

- c. Sort and route all mail. Oversee preparation of inquiry, application, acceptance, and placement packets and paperwork. Do filing as needed. Compose and forward necessary correspondence, filing a copy in the appropriate client or office file. Maintain an adequate supply of each of each adopting family's color profiles prior to matching, for forwarding to prospective birthparents. Supervise clerical staff maintenance of client files before and after placement and ensure that closed files (permanent records) are kept in a secure and organized system. Obtain documents from closed filing and forward as ordered by Executive Director or the courts.
- d. Legal Liaison: Coordinate with agency attorneys for document transfer or filing for terminations or finalizations as needed.
  - 1) Terminations: Contract with private investigator and oversee search for missing fathers as needed. Forward legal notices and adoption service/counseling information to all alleged and presumed fathers; document response. Assist with execution of affidavits, waivers and relinquishments, serving as witness or notary as needed. Submit inquiries to the Birthfather Registry as needed. Contract with private investigators when legally appropriate. Serve as notary public or witness for placements as needed. Provide testimony to courts, when needed, to document agency efforts to locate missing fathers.
  - 2) Finalizations: Work in cooperation with law offices to ensure that finalizations are scheduled on a timely basis, that all needed legal work is promptly submitted and to ascertain that all necessary post-placement supervisory requirements have been met prior to clearance of cases for finalization. Forward notification regarding finalization procedures to approved families in final quarter of post-placement supervision. Assist with processing staff with written requests for social studies when needed by local courts, and monitor completion of same. Accompany family to court when agency presence is requested. Forward decree of adoption to business office for account review and refunding.
  - 3) Other: Assist attorneys, clients and staff as needed with information and support in event of legal challenges.
- e. Direct all dossier compilations for families seeking international adoptions. Arrange for homestudies and post-placement supervision as needed. Coordinate with out-of-state placing agencies to ensure compliance with all necessary immigration requirements.
- f. Cordially represent the Agency to the public, helping Family Services Coordinator to plan and host special events such as orientation and attending placement proceedings upon request to assist adoptive families with picture-taking, etc.

- g. Manage and coordinate all Interstate Compact applications, sending out client paperwork in triplicate to both states (via Texas and by overnight delivery) upon placement; communicating with Compact officials when necessary and relaying news of Compact approval to adoptive parents/FSC. Send out 100B forms following each placement, and submit copies of adoption decrees upon finalization.
- h. Manage application for tribal approval for any case in which birthparents are of suspected or confirmed Indian affiliation. Communicate with clients and with tribe as needed, documenting all such contacts in phone log or client journal. Immediately advise Executive Director of any nonconsents by tribe or complications in attainment of release.
- i. Other duties as needed.

H. ADMINISTRATIVE ASSISTANT/RECEPTIONIST (optional)

1. Required Qualifications:

Entry-level clerical position providing support services to degreed staff and bookkeeper. Requires a high school diploma, valid Texas driver's license and proof of adequate automobile insurance. Bilingual preferred.

2. Duties and Responsibilities

- a. Maintain ample supplies of all agency forms and birthparent packets, inquiry packets, application packets, orientation binders, acceptance packets, foster care packets and relinquishment/placement packets, accepting responsibility for the copy quality of all contents. Make all copies as needed. Keep inquiry and birthparent intake forms at each employees' desks. Provide additional phone log pages as needed.
- b. Provide childcare for children of clients visiting office.
- c. Assist bookkeeper with monthly mailing of all client ledgers, copying of bills or receipts, and other tasks as requested.
- d. Assist Maternity Services Coordinator with supply acquisition, set-up, inspection and maintenance of client apartments; ordering floral arrangements and assisting with public relations efforts; mailing of baby photos to birthparents with copies of all outgoing mailings made for file; with coordination of birthmother lunches; appointment setting; transportation planning; and other duties as needed.
- e. Maintain all filing for agency. Set up new files and marry cases when needed. Close out inactive files.
- f. Maintain agency mailing lists and client roster.
- g. Send out all client mailings as needed. Provide typing services. Send out correspondence for Executive Director and Maternity or Family Services Coordinator as requested. Open and date stamp mail and deliver to Executive Director for sorting and distribution.

- h. Make deliveries or pickups as requested. Distribute agency brochures and literature locally, and post flyers on a regular basis. Maintain responsibility for outgoing daily mail and drop-off of overnight deliveries.
- i. Answer phones in receptionist's absence. Send faxes as needed. Double check that all lines are forwarded at day's end. Log any calls made or received on agency's behalf.
- j. Assist with preparation of Interstate Compact mailings on request.
- k. Keep agency offices looking tidy and attractive.
- l. Other duties as needed.

## XVI. ANGEL ACCOUNT

### A. Purpose and Use

- 1. The Angel Account is a charitable fund composed of contributions and donations from various sources outside the agency, to be used to alleviate financial constraints in special cases and/or for appropriate social service needs and/or for deserving child/human welfare causes, as approved by the Agency's Board of Directors, or by the Executive Director acting on the Board's behalf.