



FOREIGN CHILD PLACING SERVICES AGREEMENT

THIS FOREIGN CHILD PLACING SERVICES AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____, 20__ by and between **FRANK ADOPTION CENTER, INC.**, a non-profit, international child placement agency licensed in the State of North Carolina, with an address of 2000 South Main Street, Wake Forest, North Carolina 27587, (“Frank”) and

_____,
(Adoptive Parent) and _____,
(Adoptive Parent)
residing at _____.

RECITALS:

- A. Frank is a non-profit international child placement agency licensed in the State of North Carolina. Frank works in conjunction with other organizations to identify and place eligible foreign children with adoptive families.
- B. The Adoptive Parents desire to adopt one or more children.
- C. The Adoptive Parents desire to utilize the services of Frank as hereinafter set forth and Frank desires to perform such services for the Adoptive Parents.
- D. There are many risks and uncertainties associated with the foreign adoption process and Frank cannot assure the outcome desired by the Adoptive Parents.
- E. Frank and the Adoptive Parents are entering into this Agreement in order to set forth the terms and conditions of the relationship.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Frank and the Adoptive Parents agree as follows:

1. **Exclusive Arrangement.** The Adoptive Parents hereby agree to retain Frank exclusively to provide, and Frank hereby agrees to provide foreign child placing services to the Adoptive Parents upon the terms and conditions of this Agreement.
2. **The Adoptive Parents Responsibilities.**
 - a. **Information.** The Adoptive Parents agree to provide complete, accurate, and truthful information as may be requested from time to time by Frank or its agents. The Adoptive Parents hereby grant permission to Frank and its agents to disclose to third parties such information provided by the Adoptive Parents that Frank or its agents deem necessary for the performance of services for the Adoptive Parents (permission will be obtained in writing prior to third parties being contacted).
 - b. **Payment of Fees.** The Adoptive Parents agree to pay all fees and expenses incident to the adoption of a child. There are a variety of service fees and expenses that the Adoptive Parents will incur, including but not limited to: application fee, agency fee, foreign service fees, service and support fee, travel-related expenses and immigration-related expenses. Attached as Exhibit B is an estimate, description and time of payment of the costs that the Adoptive Parents are likely to incur (titled “Fee Agreement.”) The actual fees and expenses may exceed the estimates provided and, in all events, will be the sole responsibility of the Adoptive Parents. Other than may be disclosed in the Adoptive Parent’s Fee Schedule, there are no other circumstances under which any fees will be waived, reduced or refunded.
 - c. **Compliance with Legal Requirements.** The Adoptive Parents agree to comply with all requirements of the United States Citizenship and Immigration Services (USCIS) and any such similar legal requirements governing adoption both domestically and internationally.

d. Refunds. Frank or the Adoptive Parents may terminate this Agreement for any reason whatsoever, by written notice to the other party. If for any reason either party prior to the child referral process terminates its working relationship within 45 days of Frank receiving the prospective adoptive family's Application to Adopt and Foreign Child Placing Services Agreement, a refund from the agency fee of \$1000 will be returned. If the termination occurs 45 days after the receipt of the prospective adoptive family's Application to Adopt and Child Foreign Placing Services Agreement no refund will be given. In addition, a dossier translation fee up to \$250 may also be applicable. The application fee and travel-related costs and other In-Country expenses shall not be refundable or reimbursable by Frank Adoption Center, North Carolina. If the adoptive parents have paid the Service & Support fee for their impending adoption and the adoption is not finalized in the child's country of origin or placement is not made, Frank will refund the entire Service & Support amount paid. The same rule applies to the registration and post-placement/post-adoption deposits. If the family's visas have already been processed for their impending trip, the fee charged will not be refunded, due to the service being rendered.

Should Frank terminate its working relationship with the Adoptive Parent(s) the refund will be issued at the same time as the termination letter is sent. Should the Adoptive Parent(s) choose to terminate their working relationship with Frank the refund will be processed and distributed 90 days after receiving the written notice from the Adoptive Parent(s).

e. Cooperation. The Adoptive Parents agree to cooperate fully with Frank in the adoption process.

i. Home study. The Adoptive Parent(s), upon separate agreement and the payment of any costs associated therewith, will authorize and cooperate in any home study required by United States or Foreign country laws and regulations. The home study is to be performed by a qualified licensed agency that meets the licensing standards for the Adoptive Parent(s)' state. Frank will assist the Adoptive Parent(s), as requested, in identifying a licensed agency or other provider for the conduct of the home study.

ii. Current, accurate information. The Adoptive Parent(s) will furnish Frank truthful, complete, accurate, and current information.

The Adoptive Parent(s) acknowledge that Frank will rely upon a current home study. Further, the Adoptive Parent(s) acknowledge that Frank will also evaluate the Adoptive Parent(s) for child placement on the basis of information provided by the Adoptive Parent(s) and others and upon interaction with the Frank staff.

The Adoptive Parent(s) affirm that all information supplied by the Adoptive Parent(s) to Frank has been and will be truthful and accurate. Beginning with the execution of this Agreement, as required by the Foreign country or the United States, or by Frank and continuing through the post-placement supervision period required by Foreign country, the Adoptive Parent(s) will notify Frank immediately of any change in the Adoptive Parent(s)' situation, including but not limited to, working with another adoption agency, separation or divorce in a marital relationship, change of address, another child permanently located in the home, pregnancy of the adoptive mother, criminal charges brought against adopting parent(s) in regard to spousal abuse, child abuse or endangerment, and substance abuse.

iii. Timely execution of adoption process steps and required documentation. The Adoptive Parent(s) will promptly and timely perform all legal procedures and execute or obtain all legal documents required for international adoption as may be directed, required, or requested by Frank or the foreign country or the US government. The Adoptive Parent(s) acknowledge that such procedures and forms will be multiple in both the United States and Foreign country and subject to changes in form or requirement that may necessitate re-completion. Frank in Exhibit B will apprise the Adoptive Parent(s) of the approximate cost of procedures and documentation and whether their cost is to be paid by the Adoptive Parent(s) directly or to Frank or Foreign Facilitators for transmission to the appropriate organization or entity.

iv. Post-Placement/ Post-Adoption report requirements. At the Adoptive Parent(s)' separate expense, they agree and will provide, in the time requested, any post-placement/ post-adoption documentation required by the Foreign country or the United States, or by Frank in order to maintain its licensing and accreditation both abroad and in the United States. The Adoptive Parent(s) will provide all required information for these reports. Such requirements may include, but not be limited to, post-placement/post-adoption reports, registration of adoption with foreign embassy or consulate, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption undertaken. Frank shall apprise the Adoptive Parent(s) of such requirements and facilitate the provision of these documents. To the extent that Frank is providing the post-placement/post-adoption reports specifically, Frank will include their costs in the Exhibit B to this Agreement. [See Section 2(e) for another option]

- v. Required travel. The Adoptive Parent(s) will arrange for and make all visits to Foreign country as may be required for purposes of adoption, at the Adoptive Parent(s)' expense. Frank will facilitate such travel by providing information and itineraries.
- vi. Adoption permanence. The Adoptive Parent(s) acknowledge that the adoption of a child or children when enacted is permanent. At such time as the adoption of a child is made final, the Adoptive Parent(s) will be legal parent of the child or children and will have the same responsibilities and rights regarding the child as biological parents have.
Prior to the finalization of adoption, from the time the Referred Child is given into the Adoptive Parent(s)' custody, the Adoptive Parent(s) will assume full responsibility and financial accountability for meeting the child's needs, including the provision of medical services provided for the benefit of the child.

3. Description of Services to be Provided by Frank.

a. Information. Subject to the disclaimers contained in this Agreement, Frank shall provide to the Adoptive Parents medical and social information about a potential adoption, as available. Frank shall not independently confirm the accuracy or completeness of such information. Where no such information is made available to Frank, the Adoptive Parents shall be so informed.

Frank does not guarantee the accuracy or completeness of any information, including medical information, so provided through third party vendors or foreign providers and Frank cannot independently verify such information. Frank states that the adoption process is largely determined by independent operators such as government officials, i.e., judges, prosecutors, USA Immigration consular officers and local state employees, i.e., chief doctors and heads of orphanages, of the child's country of origin. Frank does not warrant liability for such independent parties. In accepting such risks, the Adoptive Parent(s) will assume full responsibility for the care of the adopted child including financial responsibility for health-related services obtained for and provided to child. Frank itself does not guarantee the physical, mental or psychological good health of the Referred Child nor the future development nor appearance of the Referred Child. Frank will make no representation concerning such matters, and the Adoptive Parent(s) will not rely upon any such representation, if believed to be made, in the Adoptive Parent(s) decision-making concerning the adoption of any Referred Child. Frank requires that all families, upon receiving medical information on a child from the child's country of origin, contact a U. S. medical professional regarding the information provided on the child for an independent assessment. The prospective adoptive family shall provide Frank with a copy of said assessment before completing their final adoption or bringing the child to the United States.

b. Facilitate Process of Adoption. Frank and its agents shall facilitate the adoption process, including but not limited to: verifying with foreign country officials that biological parental rights have been terminated; assisting with the translation of documents; arranging for any necessary housing, food, translators and inland transportation in the foreign country for the Adoptive Parents though the Adoptive Parents will bear responsibility for all costs associated with such arrangements; maintaining contact with foreign country representatives as needed to facilitate the adoption and completion of the adoption process.

c. No Guarantee of Assignment. Frank will use its best efforts to arrange for an assignment, but Adoptive Parents understand and acknowledge that Frank can neither provide final confirmation of such assignment nor guarantee a placement. Any arrangement by Frank of an assignment is contingent on the final approval by the court. Final confirmation occurs in response to the Adoptive Parents Petition to the foreign court and is within the sole discretion of the petitioned court.

d. Post-Placement Review. Frank shall have the right to obtain and the Adoptive Parents shall be required to provide any and all information concerning any child adopted through Frank from the Adoptive Parents until the child reaches the age of majority including but not limited to medical, psychological and educational records. Attached as Exhibit C is an agreement to provide post placement reports.

4. Representations and Warranties by the Adoptive Parents. The Adoptive Parents represent and warrant as follows:

a. No Reliance. The Adoptive Parents have made their decision to enter into this Agreement based upon their own independent review and any other documents or information deemed relevant by the Adoptive Parents, and have not relied on any representation or warranty by Frank or anyone acting for or on behalf of Frank, other than as expressly set forth in this Agreement.

b. No Other Agency. The Adoptive Parents agree to work exclusively with Frank and have not requested that another agency simultaneously pursue an assignment of a child for them, or to the extent they had previously requested such services from another agency, such agreement has been terminated in writing. Failure to comply will result in the forfeit of the eligible \$1000 refund of the agency fee.

c. Understanding of Uncertainty. The Adoptive Parents understand that the amount of fees and expenses ultimately paid may be more than the estimates provided by Frank, that the health and social condition of a child is uncertain and that a successful outcome is not guaranteed.

5. **Waivers**

a. Assumption of Risk. The Adoptive Parents understand that there is a risk in foreign adoption and Frank and its agents cannot control all aspects of the process, nor assure a successful outcome. The Adoptive Parents understand that Frank and its agents do not guarantee the accuracy or completeness of information provided regarding the medical or social condition of a child. Accordingly, the Adoptive Parents acknowledge the possibility of and assume the risk of a child arriving with physical, emotional and/or developmental problems which have not been diagnosed, have been diagnosed but not disclosed by the foreign orphanage or have been misdiagnosed. If the Adoptive Parents desire additional information concerning a prospective adoptive child, they may seek additional medical advice, at the Adoptive Parents sole expense, from the foreign orphanage or medical or other professionals as deemed necessary by the Adoptive Parents. If the Adoptive Parents are not satisfied with the health condition of a particular child for any reason, the Adoptive Parents do not have to proceed to adopt such child.

b. Waiver of Claims. The Adoptive Parents hereby waive any and all claims which they may have now or in the future against Frank and its agents and each of their respective directors, officers, employees and agents (including but not limited to doctors or other medical professionals), arising out of the application for child placing services, receipt of information or services from or adoption through Frank and its agents.

c. Indemnification. The Adoptive Parents agree to and do hereby indemnify, save and hold harmless Frank and its agents and each of their respective directors, officers, employees and agents (including but not limited to doctors and other medical professionals) from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorney's fees and costs) arising out of or relating to acts or omissions in connection with the services provided hereunder, except for acts of willful misconduct.

d. Travel. Frank is not responsible for any accidents or injuries sustained by the prospective adoptive parent(s) while traveling to, from or in the Foreign Country, and the Client is encouraged to purchase independent travel insurance from any company providing such coverage for any potential claims related thereto. Frank does not purport to be a travel agency or travel insurance provider in the USA or any foreign country, and any suggestions made by Frank, its agents, employees, independent contractors, representatives or foreign service providers or agents is made strictly without warranty of safety. The prospective adoptive parent(s) accept the risk related to any travel or transportation related to this Agreement, and understands that any tour or travel arrangement in the foreign country is the sole responsibility of the prospective adoptive parent(s).

The prospective adoptive parent(s) expressly waive(s) any and all claims against Frank (including its employees, agents, foreign representatives, and independent contractors) as related to any travel, theft, hotel, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption referenced in this Agreement.

Frank may recommend convenient airlines, airport transfer individuals or companies, but does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of potential negligence made on their behalf. The prospective adoptive parent(s) agrees to accept the risk for any transportation, hotel or travel decision related to this Contract and to purchase independent travel insurance to protect their interests thereby, thus understanding that they waive claims herein and accept the risk related to international travel.

6. **Disclaimer.** Frank and its agents, make no warranty or representation regarding the availability of a child for adoption, the length of time of the adoption process, the health or social development of the child, the completeness or accuracy of medical or other information provided, the costs associated with the process of adoption, the actions of foreign governments, or the actions of United States immigration authorities. The Adoptive Parents are encouraged to conduct their own investigations and studies or to have individuals of their choice conduct such investigations or studies.

7. **Term.** The initial term of this Agreement shall be for the earlier of (i) completion of a successful adoption or (ii) one (1) year period commencing at the date of signature or (iii) (the Initial Term), unless sooner terminated in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for successive one-year terms after the completion of the Initial Term unless (a) a successful adoption has been completed, (b) either party elects not to renew by giving written notice to the other party no later than 60 days

prior to the beginning of the proposed renewal term or (c) either party terminates by written notice to the other party. The parties expressly understand and agree that either party may terminate the relationship at any time, subject to the written notice requirements, with or without cause, for any reason or for no reason at all.

8. Termination. Frank or the Adoptive Parents may terminate this Agreement for any reason whatsoever, by written notice to the other party. If for any reason either party terminates the working relationship within 45 days of Frank's initial receipt of your Application to Adopt and the Foreign Child Placing Services Agreement a refund of \$1000, of the agency fee, will be returned. *After* 45 days of Frank's receipt of your Application to Adopt and the Foreign Child Placing Services Agreement no refund will be issued. Furthermore, if the termination occurs *after* the child referral process has begun a fee of \$250 *per child referral* will be charged to the family. The application fee is always non-refundable. In addition, a dossier translation fee up to \$250 may also be applicable.

The application fee and travel-related costs and other In-Country expenses shall not be refundable or reimbursable by Frank Adoption Center, North Carolina. If the adoptive parents have paid the Escrow fee for their impending adoption and the adoption is not finalized in the child's country of origin or placement is not made, Frank will refund the entire Service & Support amount paid. The same rule applies to the registration and post-placement/post-adoption deposits. If the family's visas have already been processed for their impending trip, the fee charged will not be refunded, due to the service being rendered.

Should Frank terminate its working relationship with the Adoptive Parent(s) the refund will be issued at the same time as the termination letter is sent. Should the Adoptive Parent(s) choose to terminate their working relationship with Frank the refund will be processed and distributed 90 days after receiving the written notice from the Adoptive Parent(s).

9. Opportunity to Consult Counsel. The Adoptive Parents acknowledge and agree that they have had adequate opportunity to consult with independent counsel of their choosing with respect to the terms of this Agreement and that they have made their own decision, without any influence by Frank, or any of its agents with respect to such consultation.

10. Complaints and Grievances. Frank Adoption Center, NC has provided to the client information about its complaint and grievance policy and procedures as set forth in Exhibit E to this Agreement and the Client acknowledges receipt of same.

11. Entire Agreement, Modification. This Agreement contains the entire agreement between Frank and the Adoptive Parents and supersedes all prior agreements between the parties. The parties acknowledge that no oral or written statement, inducement or representation has been made by any party that is not a part of this Agreement. This Agreement can be modified at any time only by a supplemental agreement in writing signed by Frank and the Adoptive Parents.

12. Assignment. This Agreement may not be assigned by the Adoptive Parents at any time.

13. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to any conflicts of law provisions. The Adoptive Parents and Frank hereby consent to the jurisdiction of the state and federal courts of the State of North Carolina over any disputes arising from, or in connection with, this Agreement.

14. Binding Arbitration. Any dispute arising out of or relating to Adoptive Parents' adoption shall be governed by or controlled by the Agreement including any supplements thereto, and subject to binding arbitration, including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the North Carolina Rules for Alternative Dispute Resolution (Arbitration Rules) with the exception of Paragraph 2(f) of the Agreement which permits Frank to use all legal processes, including litigation, to force compliance with post-adoption requirements as identified in Paragraph 2(f) of the Agreement.

The Arbitrator shall apply the substantive law of the State of North Carolina, exclusive of any conflict of law rules. Arbitration shall be before a sole Arbitrator and shall be in Raleigh, Wake County, North Carolina.

The Arbitrator is not empowered to award damages in excess of the lesser of compensatory damages or the fees actually paid to Frank as agency fees \$4200. The award/decision rendered by the Arbitrator shall be final and binding, and judgment upon the award/decision may be entered by any court having jurisdiction of either party. Each party is required to continue to perform its obligation under this Agreement pending final arbitration award/decision of any dispute arising out of or relating to your adoption or this Agreement, unless

either party chooses to terminate this Agreement as permitted by the terms of the Agreement.

Any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding according to the Arbitration Rules with respect to such claim within one (1) year from the latter date of the termination of this Agreement by either party or the completion of your Adoption according to the laws of the foreign country.

Notwithstanding the completion of your Adoption or the termination of this Agreement, the Arbitration provision survives the Agreement as the agreed upon method to resolve any conflict arising out of your Adoption or this Agreement by either party, with the exception of Paragraph 2(e) in the Agreement. All issues relating to the timeliness of claims shall be resolved by the Arbitrator.

15. No Preferential Treatment. Frank Adoption Center, NC will not show preferential treatment to its Board Members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption from a Convention or a Non-Convention country.

16. Severability. Should any provision of this Agreement be deemed illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in accordance with their terms.

17. Headings. The headings contained in this Agreement are for the convenience of reference only, and shall not affect the meaning or construction of the provisions of this Agreement.

18. Waiver. The failure of either party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any of the terms or conditions contained herein.

19. Recitals. The recitals of this Agreement are intended by the parties to be a material part of this Agreement and shall be deemed as such.

20. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same Agreement.

PLEASE CONSULT WITH YOUR OWN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT BINDING ARBITRATION OR ANY OTHER PARAGRAPH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

Applicant's Signature

Applicant's Signature

State of _____

County of _____

I _____, Notary Public in and for _____

hereby certify that _____ have personally appeared

before me and signed the fore-going Document this _____ day of _____, 20__

Notary Public: _____ My Commission Expires: _____



Complaint Resolution Procedure

Frank Adoption Center's Grievance Policy is designed to permit any client the right to lodge a signed and dated complaint about any of the services or activities of this agency or persons involved with this agency that are believed to be inconsistent with state or federal laws and regulations or standards of accreditations that pertain to Frank Adoption Center. All complaints must be filed in accordance with Hague Convention regulations.

There are two types of grievances: formal and informal:

Informal Grievance:

Frank Adoption Center urges all clients first make an informal complaint before filing a formal grievance. To do so, please contact the agency's Executive Director and clearly explain the issue. Allow time to talk about the problem, for the agency to seek additional advice if needed, and to work with the agency to form a plan for moving forward in the best way possible for all involved parties.

Formal Grievance ("Complaint"):

In the event that an informal grievance does not result in a satisfactory solution to the problem, or the client feels an informal discussion is not the best course of action, a formal grievance may be filed. The following steps are to be followed when filing a formal grievance:

1. The person bringing forward the complaint should do so in a signed, dated and written format.
2. Written complaints should be submitted to the Executive Director via US Postal Mail. Should the complaint be directly related to the Executive Director, the written complaint should be directed to the Board of Directors' President.
3. All written complaints submitted to either the Agency Director, or the Board of Directors' President, must be forwarded by the director or the president to the remaining Board of within 3 business days of receiving the complaint to solicit their input. The Board must provide their input to the Director or within 5 business days after receiving the complaint. They will determine if a full review by the Board of Directors is required prior to formalizing and sending a written response to the complaint.
4. The Executive Director, or Board of Directors' President, must respond in writing to complaints received within 30 business days of receipt, and provide expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
5. The written response will include the steps taken to investigate and respond to the complaint.
6. All written complaints and responses will be reviewed at the next regularly scheduled Board of Directors' meeting.

Frank Adoption Center will not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information

in writing or interviews to an accrediting entity on the agency's performance; or questioning the conduct of or expressing an opinion about the performance of Frank Adoption Center.

If the complaint concerns or raises an issue of compliance with the Hague Convention or the U.S. implementing statutes and regulations, any consumer dissatisfied with Frank Adoption Center's resolution may file with the Hague Complaint Registry. Contact information and procedures for the internet based Hague Complaint Registry:

(any submissions must state with specificity the date and nature of the complaint, including names of persons involved, and be signed and dated):

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



Commitment to the Provision of Post-Placement Reports (96.50(g)(1)(2))

I/We _____ and _____ pledge that I/we will provide the Government of _____ with Post-Placement Reports as requested at _____ months after issuing of US visa. These reports will be generated by a licensed social worker, following a minimum of one visit to our home. I/We will provide a full report describing the child's development, achievements, schooling, living conditions and relationships with us and our extended family, as well as contact information for our family should any questions or concerns arise.

I/We authorize Frank Adoption Center to share these reports with any relevant parties in the country of _____, along with representatives of the US State Department, North Carolina DHHS and the US Embassy, should they be requested.

Signature

Signature

Printed Name

Printed Name

Date

Date



Adoption Service Agreement Supplement: Disruption Plan

In the unlikely event of a disruption during the post-placement phase, Frank will execute the following plans as may be necessary in the adoption case.

I. If placing a child who has been removed from placement becomes necessary, it is the policy and practice of Frank to do the following. (96.50(d))

Policy: It is the policy and practice of Frank Adoption Center (“Frank”) that if counseling does not succeed in resolving the crisis and the placement is disrupted, the agency or person assuming custody of the child assumes responsibility for making another placement of the child. Frank makes every effort to advocate for children and find children loving and permanent homes in the United States following a disruption in the United States.

Procedure for placing a child who has been removed from a placement

Step 1: Advocating for Child

Frank’s Executive Director (“ED”) is responsible for placing a child with a second adoptive family following a disruption. Frank’s ED or her designee will create and implement an advocacy plan for the child in need of a family. The plan and implementation will depend on the age and needs of the child. The ED may reach out to colleagues regarding the child, share information about the child in the National Council for Adoption list serv, may share information about the child to Frank’s currently waiting adoptive families, and advocate with outside websites that maintain a high level of privacy and confidentiality of the child’s image and information.

Step 2: Locating Qualified Family

Advocacy efforts for the child will direct any interested families to contact Frank. Frank’s ED or her designee may interview families and review their home studies. Once an interested and qualified family (with a successful home study) is found, Frank will advise the family to seek legal advice to assist them with the U.S. adoption procedure. Frank will remain in regular contact with the family to determine that the family is moving forward with the legal process of adoption.

Step 3: Educating and Supporting Family

Frank’s ED is responsible for educating the second adoptive family. The ED will schedule an educational/training call regarding caring for the child. The ED may also provide applicable resources and ensure that the prospective adoptive family met the educational and training requirements of their respective state of residence, and any other educational requirement that need be met prior to placement.

Step 4: Supporting Legal Adoption by Second Family

Frank will remain in regular communication with the second adoptive family for support. Frank will also seek confirmation that a legal adoption occurred. Frank will report this information as required by both the US Department of State and IAAME.

II. If removing a child from placement becomes necessary, it is the policy and practice of Frank do the following. (96.50(e))

Policy: It is the policy and practice of Frank Adoption Center (“Frank”) to act promptly and in accord with any applicable legal requirements to remove the child when the placement may no longer be in the child's best interests, to provide

temporary care, to find an eventual adoptive placement for the child, and, in consultation with the Secretary, to inform the Central Authority of the child's country of origin about any new prospective adoptive parent(s).

1. In all cases where removal of a child from a placement is considered, Frank considers the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtains the consent of the child prior to removal.
2. Frank does not return from the United States a child placed for adoption in the United States unless the Central Authority of the country of origin and the Secretary have approved the return in writing.

As is Frank policy and as per Hague Technical Guidance G.12, Frank may use a supervised provider for the responsibilities outlined in 96.50(d) and (e), including foster care pending a new placement. Thus, in accordance with the requirements of State law, Frank may use its own licensed foster homes in the case of needed temporary care or may work with a supervised provider who has licensed foster homes. In either case, Frank policy is to retain the responsibility to ensure that the transfer and care of the child, even temporary care, are performed in a manner consistent with the Hague regulations.

Procedure for removing a child from placement

Step 1: Identify Placement is in Crisis

Any and all information provided to any Frank team member or supervised provider regarding the instability of a placement for adoption shall be immediately communicated to Frank's Executive Director ("ED"). The ED may investigate the issue further and may make a determination that a placement is in crisis and begin to plan and execute a plan for supporting the family, if appropriate. Frank may provide or arrange for counseling and support to avoid the disruption, provided that the continued placement is safe and in the best interests of the child.

Step 2: Assessment of Child's Safety

Upon a determination that a placement is in crisis, the first thing that the ED will do is ensure that the child is safe. This may require an investigation. Any allegations of abuse or neglect will be appropriately reported. Frank's ED acts promptly to assess the safety and needs of the child. If it is safe and in the child's best interests to remain in the care of the prospective adoptive family, Frank may encourage the family to continue caring for the child until a new arrangement can be planned and made. If the child must be removed from the home for safety, Frank may engage the local Department of Child Services or other entity for assistance in the child's removal if the child is in the United States. If the child is in the foreign country, Frank's ED may work directly with authorities in the country or with the child's orphanage or foster home so as not to have additional new placements for the child. Frank will consult applicable laws, policies and attorneys as may be necessary.

Step 3: Contact Supervised Provider (if applicable)

If the family is in the United States and a supervised provider is involved in the case, Frank's ED will reach out to the provider and seek their support and/or involvement in the disruption plan. Frank will make efforts to exhaust counseling efforts prior to removing a child. The ED will discuss the relevant state laws that may be involved and how to provide temporary care in the child's current state of residence and which individual or entity may be most appropriate to take custody of the child. If a supervised provider is involved, the ED will make efforts to work collaboratively with this provider to best support the family. This step is inapplicable if there is no supervised provider on the case.

Step 4: Report Disruption to IAAME

Within two (2) business days of Frank having knowledge of the disruption, Frank's ED will report the disruption to IAAME following its instruction from IAAME's Policy 004.

Step 5: Determine Removal is Necessary

The determination regarding whether removal is necessary is made by Frank's ED. In cases where removal of a child from placement is considered, and maturity, age and need allow, the ED will consider the child's views and may require

the child's consent to removal, if required by the laws in the child's state of residence.

Step 6: Securing Access to Temporary Care for Child

The ED, in conjunction with the supervised provider and others involved in the case, will make the best possible efforts to find a safe and nurturing temporary home for the child as may be required. This may involve working with state social services and any number of other organizations.

Step 7: Interview Child (if age appropriate)

Frank's ED will interview the child based in the needs of the child and as age appropriate. Prior to the removal of the child from care and placement into the designated temporary care, the ED determines the child's views in relation to the proposed temporary care solution. If needed, the plans for care may be modified based on the feedback from the child and the ED's professional judgement.

Step 8: Preparation for Removal

Frank's ED will consult will necessary legal counsel prior to the child being removed from a home. Frank will adhere to all legal requirements. Frank may engage the social services department in the child's state of residence or enter into a supervised provider relationship for the removal of the child by a local provider. The ED will determine the appropriate method of removal when placement may no longer be in the child's best interest. Removal may be voluntary or involuntary.

Frank does not return from the United States a child placed for adoption in the United States unless the Central Authority of the country of origin and the Secretary have approved the return in writing.

Step 9: Removal

Frank's ED will ensure that the removal follows the removal plan and that all applicable laws and regulations are followed.

III. If a disruption becomes necessary, it is the policy and practice of Frank do the following. (96.50(d))

Policy: It is the policy and practice of Frank Adoption Center ("Frank") that if counseling does not succeed in resolving the crisis and the placement is disrupted, the agency or person assuming custody of the child assumes responsibility for making another placement of the child.

Procedure for assuming custody and providing temporary care of children whose placement is disrupted

Step 1: Determine Placement is in Crisis

Any and all information provided to any Frank team member or supervised provider regarding the instability of a placement for adoption shall be immediately communicated to Frank's Executive Director ("ED"). The ED may investigate the issue further and may make a determination that a placement is in crisis and begin to plan and execute a plan for supporting the family, if appropriate. Frank may provide or arrange for counseling and support to avoid the disruption, provided that the continued placement is safe and in the best interests of the child.

Step 2: Assessment of Child's Safety

Upon a determination that a placement is in crisis, the first thing that the ED will do is ensure that the child is safe. This may require an investigation. Any allegations of abuse or neglect will be appropriately reported. Frank's ED acts promptly

to assess the safety and needs of the child. If it is safe and in the child's best interests to remain in the care of the prospective adoptive family, Frank may encourage the family to continue caring for the child until a new arrangement can be planned and made. If the child must be removed from the home for safety, Frank may engage the local Department of Child Services or other entity for assistance in the child's removal if the child is in the United States. If the child is in the foreign country, Frank's ED may work directly with authorities in the country or with the child's orphanage or foster home so as not to have additional new placements for the child. Frank will consult applicable laws, policies and attorneys as may be necessary.

Step 3: Contact Supervised Provider (if applicable)

If the family is in the United States and a supervised provider is involved in the case, Frank's ED will reach out to the provider and seek their support and involvement in the disruption plan. The ED will discuss the relevant state laws that may be involved and how to provide temporary care in the child's current state of residence and which individual or entity may be most appropriate to take custody of the child. If a supervised provider is involved, the ED will make efforts to work collaboratively with this provider to best support the family. This step is inapplicable if there is no supervised provider on the case.

Step 4: Report Disruption to IAAME

Within two (2) business days of Frank having knowledge of the disruption, Frank's ED will report the disruption to IAAME following its instruction from IAAME's Policy 004.

Step 5: Securing Temporary Care for Child

The ED, in conjunction with the supervised provider and others involved in the case, will make the best possible efforts to find a safe and nurturing temporary home for the child as may be required. This may involve working with state social services and any number of other organizations. If age appropriate, the ED will also consider the desires of the child. The ED will further ensure that all applicable laws and policies are strictly adhered to.

Step 6: Assuming Temporary Custody of Child

If the child resides in North Carolina, the ED will review relevant laws regarding the custody of the child and may seek advice from Frank's state licensing liaison or outside legal counsel to ensure all legal requirements are met in determining if Frank may assume custody of the child.

If the child resides outside of the state of North Carolina, the ED will consult its North Carolina licensing liaison to ensure that all protocols are followed, and may consult attorneys in the child's state of residence as well as the relevant offices administering the Interstate Compact on the Placement of Children (ICPC). Frank may request that a local provider assume custody of the child as a supervised provider of Frank.

If Frank assumes custody of the child, the requirements and placement will be governed by the applicable laws of North Carolina and the child's state of residence. Frank shall not return the child from the United States to the child's country of origin without the written approval of the U.S. Department of State and the central authority of the child's country of origin.

Step 7: Child Advocacy

Frank will continue to seek permanent placement for the child and advocate that the child be placed with a second or subsequent loving permanent adoptive family. Frank will continue its efforts to advocate for the child until the child reaches the age of majority.

IV. If a disruption becomes necessary, it is the policy and practice of Frank that. (96.50(f))

When possible and safe, prospective adoptive parents will retain legal and financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the child. If Frank assumes custody of the child, the requirements and placement will be governed by the applicable laws of North Carolina and the child's state of residence. 96.50(f)(1).

If the disruption takes place after the child has arrived in the United States, Frank will only consider that the child, as a last resort, be returned to the child's country of origin, if that is determined to be in the child's best interests. Frank may consider the child's connection to the country, needs, age, etc. in determining the child's best interest. 96.50(f)(2).

The child's wishes, age, length of time in the United States, and other pertinent factors will be taken into account by general inquiry from Frank or by interviewing the child, if age appropriate. 96.50(f)(3).

Frank's Executive Director will inform the Central Authority of the child's country of origin and the Secretary will be notified. 96.50(f)(4).

Dissolution Services

Frank will not provide dissolution services pursuant to this Adoption Services Agreement. If dissolution services are desired, Frank may, however, enter into an additional agreement or arrangement to provide such services. 96.51(b).

I/We have read and understood the above document: Frank Adoption Center's policy and procedure related to the disruption and/or dissolution of an adoption:

Signature

Printed Name

Date

Signature

Printed Name

Date



Frank Adoption Center’s Policy Regarding Healthy and Effective Discipline

Frank Adoption Center requires that all adopting families comply with the agency’s policy regarding discipline of a child in their care, whether the child be in the home via birth, foster placement or adoption. This policy has been created based on ample research and state and national guidelines:

Adoptive parents, caregivers or any adult or other child living in the home will not utilize:

- Physical punishment, including hitting with the hand or any object, yanking, shaking or pulling
- Restricting movement by tying or binding
- Confining a child in a closet, box or locked area
- Withholding meals, rest or toilet use
- Mental and emotional cruelty, including verbal abuse and/or derogatory remarks about a child or his or her birth family or country of origin

We/I agree to provide age-appropriate discipline techniques meant to encourage positive growth between family and child. In the event positive methods prove unsuccessful, We/I agree to seek the services of a family and child counselor, physician or psychologist to assist us to evaluate the situation and mediate solutions.

I/We, _____, have read and agree to the statement provided above.

Signed:

Signature

Print Name

Signature

Print Name

Date

Know that we are happy to provide further resources or opportunity for discussion at any time. We understand that parenting is not easy and are always happy to work with families in the hopes of making things go a bit more smoothly.