

# Adoption Advocates Inc.

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**MISSION:**        **BRINGING PERMANENCY INTO CHILDREN’S LIVES**  
Adoption Advocates works to create nurturing and caring families. Adoption Advocates endeavors to provide the most caring and effective transition for each child into a supportive family life style.

**VISION:**        **JOINING A CHILD IN NEED WITH A PARENT’S WISH**  
Our work aims to improve the quality of life and enrich the future of all children and families.

## **SCOPE OF SERVICES:**

Adoption Advocates is a full service child-placing agency serving all members of the adoption triad and all those touched by adoption throughout the world.

**LOCATION:**  
11407 Seminole Blvd.  
Largo, Florida 33778

**PHONE:**  
(727) 391 – 8096

## **ELIGIBILITY REQUIREMENTS FOR ADOPTION**

Birthmothers select the desired adoptive family for their child based on their criteria. Adoption Advocates supports the birthmother’s choice of family and seeks to find families who have the parental capacity and the emotional, financial and social resources to share with a child throughout the child’s development and in to adulthood. An approved home study and current criminal checks are required prior to placement of a child with the adoptive family.

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## ADOPTION ADVOCATES INC. INTERNATIONAL ESTIMATED STATEMENT OF FEES

APPLICATION	\$400.00	Non-refundable
NETWORKING & MATCHING FEE	\$5,000.00	Non-refundable
AGENCY FEE	\$13,000.00	Non-refundable when consent occurs
INTERNATIONAL FEE	\$3,000.00	Non-refundable
LEGAL FEES	\$6,000.00	Non-refundable
PREGNANCY PROGRAM SUPPORT	\$3,000.00	Non-refundable
BIRTHMOTHER LIVING & MEDICAL EXPENSES	\$0-5,000.00	Expenses paid to birthmother are not refundable *
MISCELLANEOUS	\$500.00	Non-refundable, birth certificate, putative father search, office costs
POST PLACEMENT REPORT	\$250.00	Non-refundable

\* At the time of matching, an estimate of the birthmother's living and medical expenses is provided. Expenses are variable according to the birthmother's circumstances and MAY exceed the estimate. All birthmother expenses are court approved.

All fees are deemed earned when paid. No refund will be given for any reason.

Documents and profiles submitted become the property of Adoption Advocates and will not be returned.

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## SERVICE INFORMATION FOR THE CLIENT/OTHER *CLIENT RIGHTS and RESPONSIBILITIES*

- A) **The client has the right to privacy.** No information or documents will be released to any other agency or persons without written consent of the client, family, or legal guardian, as applicable. The exception would be due to the receipt of a court order. The right to privacy includes all electronic transmissions. Adoption Advocates Inc. is in compliance with the Health Insurance Portability and Accountability Act of 1996. All electronic transmissions of data related to clinical services will only be transmitted with the client's knowledge based on their receipt and acknowledgement of client rights, informed consent and release of information documents, including specific court orders. Electronic transmissions will only occur between the counselor and management of Adoption Advocates Inc. and the client and/or any domestic or foreign supervisors. All information obtained about the client/family in the course of the adoption process will be held in the strictest confidence.
- B) **The client has the right to not be subjected to any harsh or unusual treatments** in the course of treatment.
- C) **The client has the right to take an active role and participate in decision-making related to the adoption.**
- D) **The client has the right to be treated with respect and dignity** throughout the therapeutic process.
- E) **The client shall not be discriminated against for any reason and has the right to fair and equitable treatment.** Adoption Advocates Inc. provides adoption services to all clients without regard to race, color, national origin, sex, religion, age, handicap, religious or spiritual beliefs, or practices pursuant to state of Florida regulations.
- F) **The client has the right to receive services using specialized accommodations** if special needs are requested. Accommodation will ensure proper oral and written communication takes place during the assessment or child/home study and may include the use of bilingual personnel, communication technology, telephone amplification, and consideration of the client's/family/legal guardian's literacy level.
- G) **The client has a right to make an informed choice and has the right to receive all information pursuant to sections 96.39a,b and 96.40a,b,c of the ICA standards.**
- H) **The client has the right to receive information regarding Adoption Advocates Inc. and their fee schedule,** including information pertaining to the waived fees, or reduced fees.
- I) **The client has the right to review all information about the prospective adoptive child for at least 2 weeks,** and that Adoption Advocates will not withdraw a referral until the

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prospective adoptive parent(s) have had at two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including videotapes of the child if available.

- J) **The client has the right to expect that Adoption Advocates conducts business and delivers clinical services in an honest, ethical, and objective manner.** This process is promulgated on employees making decisions guided by professional standards and responsibility. This is enforced through the employee's knowledge and compliance with their code of ethics and their state practice act, as applicable. Adoption Advocates discusses compliance with professional practice acts and defines related professional conduct requirements in a separate policy.
  
- K) **The client has the responsibility to provide accurate, relevant, and detailed information** as a basis for receiving services through **Adoption Advocates Inc.**

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## SERVICE INFORMATION FOR THE CLIENT/OTHER FILING A COMPLAINT OR GRIEVANCE

- A) If the client or other party has a complaint or grievance related to any clinical services provided by Adoption Advocates Inc., the following steps should be taken to ensure resolution of the complaint or grievance in a timely fashion:
- 1) Client/legal guardian addresses complaint/grievance with the Executive Director by completing the “Client/Family/Legal Guardian Complaint/ Grievance Form” and mailing it to the Executive Director at Adoption Advocates Inc. @ 11407 Seminole Blvd. Largo, Florida 33778
  - 2) The Executive Director will respond in writing to the party within 10 working days of receiving the “Client/Family/Legal Guardian Complaint Grievance Form”. This response will include notification of the resolution, and explanation of any further appeal, rights and recourse in the matter.
  - 3) The client, parent, legal guardian has the optional right to discuss the complaint/grievance in front of the Executive Director and designated panel (if applicable, not to include the involved party or the person who reached the decision pertaining to the complaint/grievance) in order to reach a mutually satisfactory resolution.
  - 4) In the case that the party believes that their complaint/grievance was not resolved, the client/family should contact the State of Florida Department of Children and Families @ (813) 558-5650 or the Hague Complaint Registry, U.S. Dept of State @ (888) 407-4747.
  - 5) If the client or other has any questions related to how to file a complaint/grievance or to check the status of receipt of their complaint/grievance, they may contact Adoption Advocates Inc. for additional guidance, attention Executive Director or designee.
- B) If the client or other has a complaint/grievance related to the Health Insurance Portability and Accountability Act of 1996 or feels that Adoption Advocates Inc. is not complying with the requirements of the Health Insurance Portability and Accountability Act of 1996, the following steps should be taken:
- 1) Submit grievance/complaint in writing or electronically.
  - 2) Name Adoption Advocates Inc. as the subject of the complaint and describe the acts or omissions.
  - 3) File the complaint within 180 days of when the complainant knew or should have known that the act or omission complained of occurred.
  - 4) Submit to the following agency/address: Office of Civil Rights, U.S. Department of Health and Human Services, Atlanta, Georgia.



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## SERVICE INFORMATION FOR THE CLIENT/FAMILY/LEGAL GUARDIAN

### NOTICE OF PRIVACY PRACTICES

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

*This notice describes how information about you (the client) may be used and disclosed and how you can get access to this information. Please review it carefully. All staff of **Adoption Advocates Inc.** will be in compliance with 45CFR 160 and 164 by April 14, 2003.*

#### UNDERSTANDING YOUR HEALTH RECORD/INFORMATION

- A) Each time you visit a physician, or are provided service from an agency such as Adoption Advocates Inc., a record of all information is kept. Typically, the record at Adoption Advocates Inc. will include information related to adoptions. This information, often referred to as your client record serves as a:
- 1) History of the client and others
  - 2) (If applicable) A source for the adoption agency to help determine a good match or “goodness of fit” for a child and family.
  - 4) A source of information for accrediting and licensing bodies to monitor an agencies work.
  - 5) Means of communication for professionals who may contribute to your adoption.
- \* *Understanding what is in the client’s record and how information is used helps you to ensure its accuracy, better understand who may access your information, and make more informed decisions when authorizing disclosures to others.*

#### CONFIDENTIALITY OF PATIENT RECORDS

- A) The confidentiality of client records maintained by **Adoption Advocates Inc.** is protected by federal laws and regulations. Generally **Adoption Advocates Inc.**, may not share information with anyone outside of **Adoption Advocates Inc.** that a client is receiving or has received a service through **Adoption Advocates Inc.**, other than parties with whom the client, family and/or (if applicable) the local welfare agencies has requested the agency to speak with. Other than these parties, **Adoption Advocates Inc.** may not share with anyone outside of the agency that a client is a client of the agency unless one of the following conditions is met:
- 1) The patient consents in writing.
  - 2) The disclosure is allowed by a court order.
  - 3) The disclosure is made to qualified personnel for audits, program evaluation or for purposes of reimbursement.
- B) Violation of the federal law and regulations is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations. Federal law and regulations do not protect any information about a crime committed by a client being served by **Adoption Advocates Inc.**, or against a person employed by **Adoption Advocates Inc.**, about any

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threat to commit such a crime. Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state and/or local authorities.

## **YOUR HEALTH INFORMATION RIGHTS**

- A)** Although your health record is the physical property of Adoption Advocates Inc., you have the right to the information. You have a right to:
- 1) Obtain a paper copy of the information for the client and family to include: Client Rights and Responsibilities, Grievance Procedures, our Privacy Statement, including: Understanding Your Health Record, Confidentiality of Client Records and Your Health Information Rights.
  - 2) Inspect and copy your client record as provided for and/or excluded in 45 CFR 164.528 unless danger or harm may come to the client as the result of disclosure.
  - 3) Amend your client record as provided for and/or excluded in 45 CFR 164.528 unless danger or harm may come to the client as the result of the disclosure.
  - 4) Obtain an accounting of disclosures of your health information as provided in 45CFR 164.528 unless danger or harm may come to the client as the result of the disclosure. 5) Request communications of your client information by alternate means or at alter.
  - 6) Request a restriction on certain uses and disclosures of your information as provided and/or excluded by 45 CFR 164.522.
  - 7) Revoke your authorization to use or disclose information.

## **OUR RESPONSIBILITIES**

- A)** Adoption Advocates Inc. is requested to:
- 1) Maintain the privacy of your information.
  - 2) Provide you with privacy practices with respect to information we collect and maintain about you.
  - 3) Abide by the terms of this notice.
  - 4) Notify you if we are unable to agree to a requested restriction.

**Verification Code:** GL1o4D4rCro1



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## **BIRTH MOTHER MEDICAL AND LIVING EXPENSES**

The following fees, costs, and expenses may be assessed by the adoption entity or paid by the adoption entity on behalf of the prospective adoptive parents:

- a. Reasonable living expenses of the birth mother which the birth mother is unable to pay due to unemployment, underemployment, or disability. Reasonable living expenses are rent, utilities, basic telephone service, food, toiletries, necessary clothing, transportation, insurance, and expenses found by the court to be necessary for the health and well-being of the birth mother and the unborn child. Such expenses may be paid during the pregnancy and for a period of up to 6 weeks postpartum.
- b. Reasonable and necessary medical expenses. Such expenses may be paid during the pregnancy and for a period of up to 6 weeks postpartum.

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## **ADOPTION DISCLOSURE AND ACKNOWLEDGMENT OF RECEIPT OF ADOPTION DISCLOSURE**

THE STATE OF FLORIDA REQUIRES, PURSUANT TO CHAPTER 63 OF THE FLORIDA STATUTES, THAT THIS FORM BE PROVIDED TO ALL PERSONS CONSIDERING ADOPTING A MINOR OR SEEKING TO PLACE A MINOR FOR ADOPTION, TO ADVISE THEM OF THE FOLLOWING FACTS REGARDING ADOPTION UNDER FLORIDA LAW:

1. The name, address and telephone number of the adoption entity providing this disclosure is:  
ADOPTION ADVOCATES, INC.  
11407 SEMINOLE BOULEVARD  
LARGO, FLORIDA 33778  
727-391-8096
2. The adoption entity does not provide legal representation or advice to parents or anyone signing a consent for adoption or affidavit of non-paternity and parents have the right to consult with an attorney of their own choosing to advise them. THIS MEANS THAT THE ADOPTION ENTITY'S ATTORNEYS, JEANNE T. TATE, DANELLE D. BARKSDALE, MARTHA A. CURTIS, STEVEN HURWITZ, NICOLE WARD MOORE, AND ROBERT L. WEBSTER III, DO NOT AND CANNOT REPRESENT THE BIRTH PARENTS. THE ADOPTION ENTITY'S FEES AND ATTORNEY FEES ARE PAID FOR BY THE PROSPECTIVE ADOPTIVE PARENTS.
3. With the exception of an adoption by a stepparent or relative, a minor child cannot be placed into a prospective adoptive home unless the prospective adoptive parents have received a favorable preliminary home study, including criminal and child abuse clearances.
4. A valid consent for adoption may not be signed by the birth mother until 48 hours after the birth of the child, or the day the birth mother is notified, in writing, that she is fit for discharge from the licensed hospital or birth center. Any man may sign a valid consent for adoption at any time after the birth of the child. An affidavit of non-paternity may be executed before the birth of the minor.
5. A consent for adoption signed before the child attains the age of 6 months is binding and irrevocable from the moment it is signed unless it can be proven in court that the

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consent was obtained by fraud or duress. A consent for adoption signed after the child attains the age of 6 months is valid from the moment it is signed; however, it may be revoked up to 3 business days after it was signed.

6. A consent for adoption is not valid if the signature of the person who signed the consent was obtained by fraud or duress.
7. An unmarried biological father must act immediately in order to protect his parental rights. §63.062, Florida Statutes, prescribes that any father seeking to establish his right to consent to the adoption of his child must file a claim of paternity with the Florida Putative Father Registry maintained by the Office of Vital Statistics of the Department of Health by the date a petition to terminate parental rights is filed with the court, or within 30 days after receiving service of a Notice of Intended Adoption Plan (if applicable). If he receives a Notice of Intended Adoption Plan, he must file a claim of paternity with the Florida Putative Father Registry, file a parenting plan with the court, and provide financial support to the mother or child within 30 days following service. An unmarried biological father's failure to timely respond to a Notice of Intended Adoption Plan constitutes an irrevocable legal waiver of any and all rights that the father may have to the child. A claim of paternity registration form for the Florida Putative Father Registry may be obtained from any local office of the Department of Health, Office of Vital Statistics, the Department of Children and Families, the Internet websites for these agencies, and the offices of the clerks of the Florida circuit courts. The claim of paternity form must be submitted to the Office of Vital Statistics, Attention: Adoption Unit, P.O. Box 210, Jacksonville, FL 32231.
8. There are alternatives to adoption, including foster care, relative care, and parenting the child. There may be services and sources of financial assistance in the community available to parents if they choose to parent the child.
9. A parent has the right to have a witness of his or her choice, who is unconnected with the adoption entity or the adoptive parents, to be present and witness the signing of the consent or affidavit of non-paternity.
10. A parent 14 years of age or younger must have a parent, legal guardian, or courtappointed guardian ad litem to assist and advise the parent as to the adoption plan and to witness consent.
11. A parent has a right to receive supportive counseling from a counselor, social worker, physician, clergy, or attorney.

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12. The payment of living or medical expenses by the prospective adoptive parents before the birth of the child in no way obligates the parent to sign the consent for adoption.
  
13. A child may be eligible for a subsidy under Florida law if the child qualifies as a “special needs child” under §409.166 of the Florida Statutes. Preliminarily, this must be a child whose permanent custody has been awarded to the State of Florida, Department of Children and Families or to a licensed child-placing agency. The “special needs” criteria include if the child is either: eight years of age or older; developmentally disabled; physically or emotionally handicapped; of black or racially mixed parentage; or a member of a sibling group of any age, provided two or more members of a sibling group remain together for purposes of adoption. There also may be other qualifying criteria (including the potential that a qualifying developmental, physical, or emotional condition may not manifest until later in childhood). It is important to seek legal counsel to vet subsidy issues. If adoptive parents do not apply timely for and obtain such adoption assistance prior to finalization of the adoption, they may not be eligible to apply for adoption assistance post-finalization.

## ACKNOWLEDGMENT OF DISCLOSURE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Time: \_\_\_\_\_

Acknowledgment of Disclosure and acknowledgment that I received a copy of this Disclosure for my records:

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Adoptive Father

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## INITIAL CLIENT CONTACT FORMS ACKNOWLEDGMENT DOCUMENT

Please initial to the left of each document to acknowledge receipt of the document. Please sign and date below acknowledging receipt of the documents and return to Adoption Advocates.

- \_\_\_\_\_ Adoption Advocates Inc. Mission and Vision Statement
- \_\_\_\_\_ Adoption Advocates Inc. General Eligibility Requirements
- \_\_\_\_\_ Adoption Advocates Inc. Fee Schedule
- \_\_\_\_\_ Adoption Advocates Inc. Client Rights Documents
- \_\_\_\_\_ Adoption Advocates Inc. Grievance Documents
- \_\_\_\_\_ Adoption Advocates Inc. HIPAA Documents
- \_\_\_\_\_ Adoption Advocates Inc. Confidentiality Documents
- \_\_\_\_\_ Birth Mother Medical and Living Expenses

**Verification Code:** \_\_\_\_\_

\_\_\_\_\_  
Client – Print Name

\_\_\_\_\_  
Client – Print Name

\_\_\_\_\_  
Client – Sign Name

\_\_\_\_\_  
Client – Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_ I/We have read, understand and agree with the estimated statement of fees

### FEDERAL EXPRESS/FEDEX

To insure secure mailing of your confidential information during the adoption process, please obtain a FedEx number and provide that number to Adoption Advocates, Inc. for use during your adoption process.

\_\_\_\_\_  
Family Name

\_\_\_\_\_  
FedEx Number