

## Problem Resolution Policy & Procedures

### Appendix C



*Adoptions of Indiana* appreciates the trust you, as our client, place in our agency and staff. Whether you are an expectant parent or birth parent, adoptive parent, or adoptee we will strive to have your experience with us be positive and satisfying, and to fulfill your expectations. We'd like to take this opportunity to share what we expect of our staff at *Adoptions of Indiana* and what we expect of you, our clients.

- ❖ **We will endeavor to treat you with consideration and respect and act in a professional manner while providing services to you and your family.** We will act to protect your privacy, and therefore personal information received by the agency, while providing you services, will be treated with care and will not be released without your express written consent, except as related by applicable law. We expect that you will offer the same consideration to others, if while receiving services or participating in group programs, you are in contact with or learn information about other clients of *Adoptions of Indiana*.
- ❖ **We embrace the importance of each client's self-determination.** It's our desire for you to be an active participant in our program and that you take full advantage of the many service opportunities that exist through *Adoptions of Indiana*. We regard each client as a unique individual and we respect your desire to make decisions that are best for you based on the educational and counseling services you receive. It is important that you also understand that the decisions you make may have implications for other clients. The nature of our mission is such that we must consider our clients equally. However, our first obligation is to promote and protect the interest of children.
- ❖ **Should you wish to access your records, please give the staff of *Adoptions of Indiana* reasonable notice so that appropriate arrangements can be made.** The normal office hours of *Adoptions of Indiana* are Monday-Friday from 9:00 am. to 5:00 pm. Individual needs may be discussed with your Adoption Specialist or Counselor and arrangements may be made outside of regular business hours.
- ❖ **You should expect honesty from every *Adoptions of Indiana* staff member with whom you have contact.** Similarly, it is imperative that you are completely honest with us. We believe that open communication is essential. In the event we determine that *Adoptions of Indiana's* services are not appropriate for you, we will give you an explanation. If you decide to withdraw from our services, it would be helpful for us to understand your reasons in order for us to continually improve.
- ❖ If you are receiving services for which *Adoptions of Indiana* charges a fee, we will keep you informed of these fees.
- ❖ *Adoptions of Indiana* abides by local, state, and federal laws regarding discrimination practices.

As much as we appreciate receiving positive feedback from our clients, we recognize that there may be points in the process when you are not satisfied. Your first step is to be open and direct with your Counselor or Adoption Specialist. We understand that this can be difficult. Sometimes clients feel

that they will be penalized for raising concerns or complaints. In fact, we value your feedback and we pledge to use it constructively.

1. When you have a concern you should share it with your Counselor or Adoption Specialist. If you are more comfortable sharing your concern with *Adoptions of Indiana's* Supervisor you may certainly do so. Please know, however, that it is our practice at *Adoptions of Indiana* to keep all lines of communication open. Thus, you should expect that the Supervisor will share your concern with your Counselor or Adoption Specialist. Open discussions can often address the concern and resolve the issue satisfactorily. If, however, you are not satisfied with the outcome after these discussions, you may initiate a formal Problem Resolution Process.
2. When beginning the formal Problem Resolution Process, take the time to describe, in writing, the nature of your concern and forward it to the Executive Director of *Adoptions of Indiana*. The Executive Director will initiate an investigation of your complaint within 2 business days upon receipt of the complaint. The Executive Director will share your complaint with your Counselor/Adoption Specialist involved and their Supervisor and discuss your concerns and determine whether correctable action is indicated. You may be asked to meet with your Counselor/Adoption Specialist, their Supervisor, and the Executive Director.
3. We will endeavor to expedite this process but the actual amount of time it takes depends on a variety of factors including the availability of all the staff members involved, but in no event will it be longer than 10 business days unless extenuating circumstances exist which require additional time for resolution. If this should occur, you will be notified by day ten that additional time is required to fully investigate the issue.
4. If you continue to be unsatisfied with the suggested resolution you agree to cooperate in using mediation and binding arbitration in an attempt to resolve differences between *Adoptions of Indiana* and yourselves. In the event of such a dispute, we agree to submit the dispute to facilitative mediation. We agree to use the services of a mediation program located in Hamilton County, Indiana and mutually acceptable to *Adoptions of Indiana* and to us. We further agree to pay one-half of the fees and expenses of any such mediator. We agree to participate fully in the mediation process in a good faith effort to resolve our differences with *Adoptions of Indiana*.
5. In the event that the mediation process does not resolve our dispute with *Adoptions of Indiana*, we agree that the sole and exclusive method for resolving the dispute shall be binding arbitration in accordance with this paragraph. The arbitration shall be governed by and conducted in accordance with the arbitration rules of the American Arbitration Association. Unless we and *Adoptions of Indiana* agree otherwise, the arbitration will be conducted in Hamilton County, IN. We agree to pay one-half of the arbitrator's fees and expenses. The award of the arbitrator may be enforced by any court of competent jurisdiction. We agree to keep the arbitration, and any information that is disclosed during the course of the arbitration proceedings strictly confidential.
6. *Adoptions of Indiana* will keep record of the complaint and its resolution. The Executive Director will be responsible for reporting on the nature of the complaint and the resolution at the Agency's next Board of Director's meeting.

7. At no time will *Adoptions of Indiana* retaliate against complainants.

Thank you again for choosing to work with *Adoptions of Indiana*.

**I/We have read, understand, and agree to this explanation of expectations and problem resolutions.**

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

Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Agency Representative: \_\_\_\_\_ Date: \_\_\_\_\_