

Exhibit C

TO SUPERVISED PROVIDER AGREEMENT

ONGOING MONITORING, OVERSIGHT AND SUPERVISION

In order for Children's Home Society of Minnesota to maintain accreditation as required in order to act as an intercountry adoption Primary Provider, Children's Home must monitor, oversee and supervise the adoption related functions provided by Supervised Providers, as outlined in the attached Agreement, and as required by accreditation standards 22 CFR Part 96, including Sections 96.32(a, d), 95.35(a), 96.44(b), and 96.45 (a, b). Given the nature of Children's Home's relationship with Supervised Provider, it is imperative that Supervised Provider is informed of and agrees to comply with Children's Home's Monitoring, Oversight, and Supervision process, as defined below.

Description and Scope of Ongoing Supervision

A brief overview of the scope of evaluation and required documentation included in the Monitoring, Oversight and Supervision process are outlined below:

- 1) **Performance of quality adoption services:** Children's Home maintains high expectations for the quality of key responsibilities throughout the adoption process to ensure the delivery of adoption-related services is transparent, timely, and in compliance with Hague regulations and the Supervised Provider Agreement.
- 2) **Ethical Values, authorization, quality of staff, and training:** Supervised Providers are expected to employ, at all times, staff who are knowledgeable and trained on the provision of ethical adoption services. Supervised Providers are also required to keep Children's Home apprised of the status and quality of their authorization.

Annually from the time of Agreement execution, Children's Home will request the following items from each Supervised Provider:

- a. Supervised Provider organization chart, designating newly hired adoption staff and qualification and resumes of newly hired adoption staff, as applicable and as requested
 - b. Attestation of Employee Training
 - c. Exhibit D: Disclosure of Past Sanctions, Charges and Investigations and supporting documentation, as applicable
 - d. Current License or authorization to provide adoption services in each state in which Supervised Provider is licensed
- 3) **Financial accountability and transparency:** Children's Home expects Supervised Providers to maintain detailed financial records to maintain accountability and transparency.

Annually from the time of Agreement execution, Children's Home will request the following items from each Supervised Provider.

- a. Current Fee Schedule for the provision of adoption services outlined in this agreement
- b. Proof of current liability insurance

Participation in Case Reviews

With the intent of ongoing quality improvement, when a Children's Home adoptive family experiences a disruption, dissolution, or other critical incident, our clinical team leads a thorough case review to determine what factors lead to the disruption or dissolution. We use this process to inform future staff trainings and

program improvements to try to prevent or mitigate future similar incidents from occurring. We request that Supervised Providers participate and provided requested documentation through the course of any such review.

Addressing Concerns of Unethical or Illegal Activity

Children’s Home fosters a culture of open communication and encourages its partners in the adoption community to speak up if any concerns regarding ethical practice arise. Reported concerns may come from a variety of sources, including but not limited to adoptive families, adoptees, staff, partner agency personnel, other non-profit organizations, media reports, government officials and U.S. government representatives.

Children’s Home takes any report regarding unethical activity, improper financial activity, or concerns regarding significant lapses in judgement or communication (including withholding of information) very seriously. As such, Children’s Home will employ resources to fully investigate each incident, make a determination regarding its validity, and respond appropriately. Potential responses may include but are not limited to taking adverse actions against the party in violation, up to and including terminating existing agreements or ending working relationships; reporting allegations to the central authority, licensing authorities, and/or accrediting entity; and notifying law enforcement.

By signing this agreement, SUPERVISED PROVIDER is attesting to its full cooperation with potential investigations undertaken by both Children’s Home and the US accrediting entity.

Children’s Home’s Whistleblower Policy

Children’s Home allows employees to report evidence or suspicion of improper conduct or other irregularities on the part of anyone in the organization and including Supervised Providers. If a concern is received through the whistleblower service, it will be investigated by Children’s Home according to the process above.

Nothing in this agreement limits Children’s Home from requiring any additional reporting or oversight, as determined on an individual basis.

Questions regarding the Monitoring, Oversight, and Supervision process should be directed to Therese Bartlett, Director of International Adoption Programs or successor (representative at Children’s Home).

By signing below, you attest that you agree to hold your agency in full agreement with the process and requirements as outlined above and will immediately inform Children’s Home if you are unable to provide any requested information.

Authorized Agency Representative (Print Name)

SUPERVISED PROVIDER NAME

Signature, Authorized Agency Representative

Date