



# Foster Care Adoption Services Contract

*This agreement is entered into by and between Children's Home & Lutheran Social Service of Minnesota ("CH/LSS") and the undersigned prospective Foster and/or Adoptive Foster Parent(s) ("FAP"). The denomination "FAP" as used in this agreement refers to each prospective adopting or fostering parent signing this agreement. CH/LSS and FAP are collectively referred to herein as "the parties." The following contract outlines the expectations for the undersigned FAP—as well as CH/LSS's commitment to FAP—as the parties work together during the adoption process.*

CH/LSS is an accredited, licensed child welfare agency whose primary client is the child awaiting adoption.

Concurrently with or prior to executing this agreement, FAP has completed and submitted to CH/LSS a written Adoption Application, which is hereby incorporated herein by this reference, and FAP may have paid the non-refundable application fee.

**Non-Discrimination Statement.** The services of CH/LSS are available to all people regardless of race, color, ethnicity, religion, disability, national origin, sex, sexual orientation, gender identity or gender expression.

**All CH/LSS clients have the right** (1) to be treated with respect and courtesy by a qualified, competent professional; (2) to be informed of the cost of service before rendering service; (3) to participate with an adoption professional in defining a problem and determining how it will be addressed; (4) to have respect given for the uniqueness of each person's religious faith, social philosophy and cultural background (however, views regarding moral, ethical and spiritual values and their role in family life and parenting practices will be discussed throughout the adoption process); (5) to disagree with an adoption professional and to express concern openly about any part of the adoption process, verbally or in writing; (6) to give written permission for sharing information in your file (to the extent allowed by law); and (7) to be free from exploitation for the benefit or advantage of the adoption professional.

**All CH/LSS clients have the responsibility** (1) to be an active participant in the adoption process; (2) to give 24-hour notice if an appointment cannot be kept with an adoption professional; (3) to fulfill the fee agreement; and (4) to respect the privacy rights of other persons served by CH/LSS.

## MINNESOTA STATUTES §259.35

### Notice to Adoptive Parents.

Subdivision 1. Parental responsibilities. Prior to commencing an investigation of the suitability of proposed adoptive parents, a child-placing agency shall give the individuals the following written notice in all capital letters at least one-eighth inch high:

MINNESOTA STATUTES §259.35 Notice to Adoptive Parents. Subdivision 1. Parental responsibilities. Prior to commencing an investigation of the suitability of proposed adoptive parents, a child-placing agency shall give the individuals the following written notice in all capital letters at least one-eighth inch high: MINNESOTA STATUTES, SECTION 259.35, PROVIDES THAT UPON LEGALLY ADOPTING A CHILD, ADOPTIVE PARENTS ASSUME ALL THE RIGHTS AND RESPONSIBILITIES OF BIRTH PARENTS. THE RESPONSIBILITIES INCLUDE PROVIDING FOR THE CHILD'S FINANCIAL SUPPORT AND CARING FOR HEALTH, EMOTIONAL, AND BEHAVIORAL PROBLEMS. EXCEPT FOR SUBSIDIZED ADOPTION UNDER MINNESOTA STATUTES, SECTION 259.27, OR ANY OTHER PROVISIONS OF LAW THAT EXPRESSLY APPLY TO ADOPTIVE PARENTS AND CHILDREN, ADOPTIVE PARENTS ARE NOT ELIGIBLE FOR STATE OR FEDERAL FINANCIAL SUBSIDIES BESIDES THOSE THAT A BIRTH PARENT WOULD BE ELIGIBLE TO RECEIVE FOR A CHILD. ADOPTIVE PARENTS MAY NOT TERMINATE THEIR PARENTAL RIGHTS TO A LEGALLY ADOPTED CHILD FOR A REASON THAT WOULD NOT APPLY TO A BIRTH PARENT SEEKING TO TERMINATE RIGHTS TO A CHILD. AN INDIVIDUAL WHO TAKES GUARDIANSHIP OF A CHILD FOR THE PURPOSE OF ADOPTING THE CHILD, SHALL, UPON TAKING GUARDIANSHIP FROM THE CHILD'S COUNTRY OF ORIGIN, ASSUME ALL THE RIGHTS AND RESPONSIBILITIES OF BIRTH AND ADOPTIVE PARENTS AS STATED IN THIS PARAGRAPH.

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## GENERAL OBLIGATIONS OF CHILDREN'S HOME & LUTHERAN SOCIAL SERVICE OF MINNESOTA

**General Obligations.** In consideration of payment by FAP of the required fees and of the agreements contained herein, CH/LSS agrees to provide services to FAP as specified in this agreement. Such services generally include writing and/or reviewing a home study of FAP, matching, placement and support to foster and adoptive families.

**Conditions Precedent to CH/LSS's Obligations.** CH/LSS is obligated to provide services to FAP only in accordance with the following provisions and only upon satisfaction by FAP of all conditions precedent, including payment by FAP of all fees as required herein and in the *Schedule of Fees*.

**Limitations of CH/LSS's Obligations.** FAP specifically acknowledges and understand that CH/LSS's obligations to FAP under this agreement are limited by CH/LSS's legal obligation to act at all times in the best interests of any child referred or placed with FAP under this agreement. Nothing in this agreement obligates CH/LSS to provide any report or consent which is favorable to FAP if, in CH/LSS's professional judgment and sole discretion, a favorable report or consent is not warranted.

**Charitable Contributions.** CH/LSS does not actively solicit donations from active foster and/or adoptive families. However, as non-profit 501(c)(3) organizations, CH/LSS welcome all donations to assist us in our mission to make a better life for children. All donations are considered private, and any information associated with a donation is not shared with the direct service staff. This policy is to protect foster and/or adoptive families and the agency from the perception of compromise the assessment and placement process. CH/LSS shall not be influenced by gifts or monetary donations.

## GENERAL OBLIGATIONS OF ADOPTIVE PARENT(S)

The following obligations and policies of the CH/LSS Foster Care Adoption Program may impact your process. The primary focus of these policies is to provide guidance to FAP in making placement decisions that affect the child's safety and well-being, adjustment, attachment, and development, as well as to consider the adjustment and well-being of the FAP. Though rare, exceptions may be granted when they are deemed to be in the best interests of a child. Such exceptions to these policies will be addressed on an individual basis and will proceed at the sole discretion of CH/LSS.

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, FAP agrees to the following responsibilities. Failure of FAP to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

**Cooperation.** FAP must fully cooperate with CH/LSS, CH/LSS's agents and employees, and any relevant cooperating agency, in all ways reasonable and necessary to accomplish the objectives of this agreement. Required cooperation includes, but is not limited to, the following: (1) providing reasonable access to FAP's home for purposes of study and evaluation; (2) completing all requested forms, statements, and questionnaires in a timely manner; (3) completing all required education as well as any additional training or educational requirements or recommended assessments which FAP's Worker deems necessary to ensure adequate preparation for foster and/or adoptive parenting; (4) providing and allowing access to FAP's medical, financial, criminal, and other records; (5) providing and allowing access to all reasonably requested records and documents, including all medical and other records pertaining to any child placed with FAP by CH/LSS or cooperating agencies; and (6) abiding by CH/LSS's policies and procedures.

**Duty of Candor.** At all times while this agreement is in effect, FAP must notify CH/LSS and any relevant cooperating agency within 5 business days of any and all of the following circumstances. This duty of candor is an ongoing obligation on the part of FAP to keep CH/LSS fully informed of any of the following:

Any actual or prospective change in employment, financial status, work or home address, telephone numbers, health status, or family composition including but not limited to any pregnancy of FAP;

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Any criminal charges, other than traffic infractions, brought against FAP or any member of FAP's household;

Any complaint made to or by any child protection agency, any allegations of child neglect or abuse, or any investigation relating to allegations or claims of child neglect or abuse, concerning FAP or any members of FAP's household.

**Payment of Fees.** FAP is solely responsible for payment of all fees associated with services rendered pursuant to this agreement in the amounts and per the payment schedule specified in the attached *Schedule of Fees*. CH/LSS is not obligated to provide services unless and until the appropriate fees are fully paid. FAP shall comply with all fee policies and procedures as set forth in the *Schedule of Fees* and such policies and procedures are to be considered a part of this agreement.

## **ETHICAL AND RESPECTFUL BEHAVIOR**

**Responsibilities and Expectations of CH/LSS.** CH/LSS staff will at all times comply with ethical standards prescribed by the social work profession, the Council on Accreditation, the Hague Convention on Intercountry Adoption, and all applicable state and federal law. CH/LSS staff will treat FAP in a respectful, ethical, and non-coercive manner, and will refrain from use of personally derogatory or profane language or communication. Any FAP who feels they have been treated inappropriately by a CH/LSS employee must report the complaint to CH/LSS pursuant to CH/LSS's Grievance Policy and Procedure as outlined on page 9 and 10 of this document.

**Responsibilities and Expectations of FAP.** FAP will at all times treat CH/LSS staff, volunteers, and the personnel of partner and cooperating agencies with respect; FAP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any FAP who fails to meet this standard may be subject to sanction by CH/LSS. Such sanction may include, in CH/LSS's sole judgment and discretion, required counseling, or treatment before proceeding with the foster care and/or adoption process, suspension of foster care and/or adoption services, termination of foster care and/or adoption service and of this agreement. When applying such sanction, CH/LSS is not required to resort to the dispute resolution procedure created by this Section 10.

**Prohibition on Child Buying.** CH/LSS prohibits the giving of money or other consideration, directly or indirectly, to a child's parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child for adoption. Furthermore, CH/LSS prohibits the abduction, exploitation, sale or trafficking of children and protects the rights of birth parent(s), children, and adoptive families.

**Prohibited Gifts Policy.** At all times while this agreement remains in effect, FAP must refrain from providing, promising, causing, soliciting, or allowing any third person to provide or promise on FAP's behalf, any gift, money, or other consideration to any birth parent, relative, or guardian of any child referred to FAP for purposes of adoption, or to any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought by FAP.

**Recognition and Agreement to Openness.** FAP recognizes the importance of contact with significant persons in the lives of children to their placement into a foster or adoptive home. FAP agrees to the lifelong commitment to preserve relationships and connections to the foster or adopted child and to uphold agreements made in the best interests of the child.

## **CONFIDENTIALITY, DATA PRIVACY, AND RELEASE OF INFORMATION**

**Confidentiality.** CH/LSS assures every client and FAP the protection of their privacy under the provisions of the Data Practices Act. Any applicable statute requirements will also be strictly observed.

**Mandated Reporting/Duty to Warn.** There may be times when CH/LSS may not be able to protect information gathered

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throughout the adoption process. CH/LSS employees must report suspected abuse or neglect of a child or vulnerable adult. If suicide or other life-threatening behavior is suspected, CH/LSS may be obligated to notify appropriate persons without FAP's permission.

**Written Material.** Any written material that FAP receives on a child shall be kept secure at all times. If a child wishes to review any of this information, this request shall be referred to CH/LSS staff.

**Publicity.** No material regarding clients may be used for publicity purposes without the appropriate written authorization from the child's parent or legal guardian.

**Data Privacy and Access to Records.** CH/LSS maintains information about clients who receive services. Most of this information or data is protected by applicable state and federal law and is classified as confidential.

***You have a right to:***

1. be told the purpose of collecting data from you and its intended use.
2. be told that you may refuse to give CH/LSS information.
3. be informed of what, if any, consequences might arise from your refusal to supply information sought
4. have your records kept private, accessible only to appropriate program staff and (possibly) appropriate employees of governmental units if you are participating in a program which receives city, county, state, or federal funding.
5. have access to review, with an adoption professional, information pertaining to you in your file and to be told what it means.

***You do not have a right to:***

1. confidential adoption records (reference letters, birth records, etc.).
2. information in your file regarding another person or from another person regarding you (i.e.: medical reports, background clearances, etc.).

**Communication Methods.** During the adoption process, in order to meet the legal requirements of adoption, **identifying information**, including a copy of the FAP adoption study, and photo, may be shared with:

- MN State Department of Human Services
- MN District Courts (for purpose of legal adoption)
- County agency social workers involved in making placement decisions for children in foster care
- Private adoption agencies and Child Specific Recruiters recruiting on behalf of children in foster care

Communication with the above will involve email as this is the most expedient method of transfer of information. CH/LSS has ongoing internet security safeguards, however, we cannot guarantee complete and secure privacy of the data as it is transmitted via the usual and ordinary transferal methods of Outlook email services, as is true with all internet services. FAP has the option not to accept this means of transferal by informing the adoption application coordinator at CH/LSS in writing. FAP acknowledges that communication via postal service and/or fax may slow the adoption process.

**Notice of Privacy Practices (Tennessee Warning).** The Foster Care Adoption Program Application is a significant part of the home study and foster care licensing process. It consists of an Application form, permission to conduct a criminal record check and a number of other supporting forms and documents (see the Foster Care Adoption Application Checklist provided in the Foster Care Adoption Application packet). CH/LSS will use the information which you provide in this application process for the purposes of completing the home study assessment. Only authorized staff at CH/LSS will have access to your data and others outside of CH/LSS only as you give separate and express permission. You may refuse to supply the requested information, but such a refusal may lead to the inability of CH/LSS to conduct a complete home study assessment, resulting in the denial of foster care and/or adoption services. The information that you provide, and all of the information that becomes part of your CH/LSS record, will be treated as confidential data.\*

*\* MN Rules 9560.0180 subp. 3. **Confidentiality.** All adoption records are confidential and permanent.*

*\*MN Statutes, § 13.02, subd. 3. **Confidential data on individuals.** "Confidential data on individuals" means data which is made not public by statute or federal law applicable to the data and is inaccessible to the individual subject of that data.*

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## FOSTER AND ADOPTIVE PARENT ELIGIBILITY

In order to be considered for approval as foster and/or adoptive parent(s) in the Foster Care Adoption Program, it is strongly encouraged that FAP must meet the following requirements. Though rare, exceptions may be granted when they 1) meet applicable state and federal law, and 2) are deemed in the best interests of a child. Such exceptions to these guidelines will be addressed on an individual basis and will proceed at the sole discretion of CH/LSS.

- FAP At least one AP must be a citizen of the United States;
- FAP must be at least 25 years of age; there can be no more than 50 years difference in age between the youngest FAP and the child being considered for foster care and/or adoption.

**Healthcare of Foster and/or Adopted Children.** CH/LSS, most child-referring agencies/countries, and the U. S. government (U. S. Citizenship and Immigrations Services) expect that foster and/or adoptive parents will provide appropriate health care to children, including immunizations. Those persons with conscientiously-held beliefs against such practices must discuss this with CH/LSS at time of application and throughout the home study assessment.

**Marriage/Cohabitation.** Foster and/or adoptive couples must be married or residing together for a minimum of one year prior to submitting Application Part 2.

**Major Life Events.** As part of the home study and foster care licensing process, it is strongly encouraged that families complete a period of at least one year from any major life event (divorce, birth, adoption or custody of child, death of child or spouse, disruption of placement, etc.) prior to beginning or resuming the adoption process with CH/LSS to assess the stability of the household.

**Cancer, Chronic or Serious Conditions.** FAP with a history of cancer diagnosis or other serious condition must submit a letter from their medical or mental health provider stating that FAP is in full remission and/or exhibits no indication of cancer (or other serious condition) for the past two years. The letter must also state that FAP's current health and/or mental health status poses no risk for a child placed with the family and that FAP's expected lifespan and risk of recurrence and/or complication is now comparable to that of the general population.

**Substance Abuse.** FAP with a history of chemical/substance dependency and/or abuse or symptomatic behavior must be sober for a period of no less than two years prior to submitting Application Part 2 with CH/LSS. CH/LSS reserves the right, in its sole discretion, to require additional evaluation and/or plans for therapy/treatment.

**Corporal Punishment Policy.** CH/LSS requires that families have positive strategies which do not involve corporal punishment planned for foster and/or adoptive children.

**Intent:** It is the intent of CH/LSS to promote positive parenting practices that educate and encourage both parents and staff about the alternatives to *corporal punishment* for the well-being of children. Children need discipline that builds their sense of well-being and sense of trust in caregivers that is developmentally age- appropriate and instructive in nature. This need is even more critical for children who have been abused or neglected or have witnessed violence or abuse. Positive parenting practices that focus on nurturing rather than punishment help children with difficult relationship histories build healthy attachment relationships with their adoptive parents.

**Definitions:** *Corporal Punishment* is the deliberate infliction of pain or discomfort for the purpose of discipline or changing behavior which includes but is not limited to: rough handling, shoving, ear or hair pulling, shaking, slapping, kicking, biting, pinching, hitting, punching, throwing objects at the child, spanking, forced ingestion, the use of various other objects such as paddles, belts, sticks or other objects, or requiring a child to remain in painful body postures.

### Procedures:

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1. Families completing the home study and foster care licensing process with CH/LSS will agree to abide by the above policy and will sign this Foster Care Adoption Services Agreement in acknowledgement of the receipt of this policy prior to the completion of their adoption study.
2. Families outside of CH/LSS's direct service area who are receiving placement services from CH/LSS will agree to abide by the above policy and will sign this Foster Care Adoption Services Agreement in acknowledgement of the receipt of this policy prior to the approval of their home study by CH/LSS staff.
3. CH/LSS staff will assist clients to develop alternatives to corporal punishment that fit the family's values, beliefs, and culture. Alternatives to corporal punishment can include: Time outs, "time ins," removal of privileges, natural consequences, and distraction and should be appropriate to the child's age and development.
4. This policy is to remain in the client's file as documentation of the conversation around alternatives to corporal punishment and acknowledgement of the receipt of this policy.

## **CHILD PLACEMENT GUIDELINES**

Because CH/LSS recognizes the value of allowing sufficient time for family adjustment and for focus upon each child's needs and development, the following child placement guidelines apply. Such exceptions to these guidelines will be addressed on an individual basis and will proceed at the sole discretion of CH/LSS.

### **Pregnancy.**

FAP must notify CH/LSS and any relevant cooperating agency within 14 days of knowledge of any pregnancy, any efforts by FAP to pursue technology assisted pregnancy, or to pursue a placement of a child to FAP for purposes of foster care and/or adoption from any person or entity other than CH/LSS. The agency or program may also choose to not support a placement in your home during this time due to our guideline on major life events (see above). Failure of FAP to inform CH/LSS within the stated timeframe constitutes a material breach of this agreement and will be cause for termination of services.

**Placement of Non-Related Children.** CH/LSS generally does not place two or more unrelated children with the same family at the same time. Children placed in FAP's home must be approximately one year apart in age from children already in the home. Exceptions to this guideline (which may include cases involving foster siblings or children for whom a documented psychological sibling relationship exists) will be addressed on an individual basis and will proceed at the sole discretion of CH/LSS.

Families are generally not permitted to pursue two foster care and/or adoption programs at the same time as only one active home study is permitted per family at a time. FAP's may not apply for or engage with another home study provider and/ or foster care licensing entity without informing CH/LSS. Families can pursue the dual list process within CH/LSS, if applicable. FAP's are permitted to be active in the Domestic Infant and Foster Care Adoption Programs if they complete the additional requirements for both programs at CH/LSS. Additional costs may be incurred by FAP to pursue the dual list process.

## **PROTECTION OF CHILD'S PERSONAL INFORMATION**

**Sharing Your Child's Private Information.** Any material, written or otherwise, that FAP receives on a child shall always be kept secured. FAP will not discuss a child's private records in a casual or public way, nor discuss facts or specific reasons for placement. Friends, relatives, and neighbors of FAP have no legal right to the private data about the children that the FAP's care for. When a child is placed in FAP's home, the legal guardian of the child will sign the necessary releases for the FAP and CH/LSS staff to communicate with school officials and medical personnel, as necessary. This information will be shared to the extent necessary for the professional to do their job. Background information on the child that does not pertain to the services provided shall not be shared.

Information required to be shared to complete and finalize an adoption will be shared as needed with appropriate individuals and/or agencies. If a child wishes to review any of this information, this request shall be referred to CH/LSS staff.

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**Internet and Public Forums.** Comments and information published on the internet or other public forums play a larger role than most foster and/or adoptive families anticipate. Government officials from the U.S. and your child's country of origin, as well as those who control parts of the foster care and adoption process, have complete access to what is posted publicly in blogs, personal websites and chat groups. Government policies have been changed in response to information that was shared online. What is stated in these media can affect the process for those waiting to complete their adoptions and the children who wait to be united with their families.

FAP agrees to limit personal information shared about their child. If FAP chooses to publish information in any electronic communication, social media or online blog or forum, FAP agrees to utilize a password protected site for the sake of the personal safety and privacy of the child they are providing care for.

## **RISKS INHERENT IN PROVIDING FOSTER CARE AND ADOPTION**

**Child Placement.** FAP acknowledges that there is risk providing foster care and adopting and that, while CH/LSS will work together with FAP toward completion of an adoption if that is the desired outcome, CH/LSS cannot control all aspects of the process nor guarantee placement as an outcome.

**Social and Medical History of Children.** CH/LSS is dedicated to securing as much background and medical information as is possible on each child for whom an adoption plan is made. CH/LSS works diligently to obtain information and to pass it onto FAP. However, all information may not be available. This may be true in domestic adoption, where the amount of information varies widely between states and counties and from child to child. Most often, this is due to a lack of knowledge or history about the background of the child and their birth relatives. Lack of medical facilities or expertise, as well as cultural differences regarding need, extent, or potential seriousness regarding background information (e.g., use of alcohol or tobacco during pregnancy) may also limit information. It is the responsibility of the county or state (responsible for the placement of the child) to share and fully disclose all known background history of the child being placed for adoption.

**Adoption Fees.** FAP understands that CH/LSS works with various governments, child welfare agencies and representatives of such agencies. FAP further understands, acknowledges and agrees that CH/LSS is not responsible and shall not be held liable for any fee increases or additional expenses imposed or caused by the governments, agencies, attorneys or their representatives in connection with any impending adoption. In addition, CH/LSS is not liable for any expenses incurred by the foster and/or adoptive family pursuing adoption due to delays caused by courts, attorneys, or other persons or events. In foster care and adoption, circumstances in the county or state may change frequently and without notice, and any financial or legal obligations incurred as a result thereof are the sole responsibility of the family.

## **POST-PLACEMENT / POST-ADOPTION SUPERVISION, REPORTING & FINALIZATION**

**Post-Placement Reporting.** FAP understands that if a child placement is made, they must comply with their state of residence's post-placement reporting requirements on all such placements to be finalized in the United States. CH/LSS will complete monthly visits when a child is in placement.

**Finalization of Adoption in the United States.** FAP agrees to acknowledge/finalize the adoption of the child in Minnesota. FAP is solely responsible for all expenses associated with the acknowledgement/finalization of the child's adoption. However, FAP's could consult with the child's county of guardianship and the state of Minnesota for assistance on a case by case basis. CH/LSS will work with counties and FAP in completing and providing the required paperwork for the finalization process. FAP agrees to submit to CH/LSS a copy of the final adoption decree issued by the court. These documents will be placed in the official case record.

**Post-Placement Adjustment.** FAP agrees to notify CH/LSS immediately if FAP experiences adjustment and/or attachment issues related to parenting or bonding with the child(ren) placed in their care, or if the child(ren) placed in

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their care experience a significant change in medical condition. CH/LSS will make every effort to assist the FAP during such time.

### **Disruption or Dissolution Services (if applicable).**

**Disruption of Placement:** If, at any time prior to legal adoption, the foster and/or adoptive parents or county involved conclude it would be in the best interest of the child(ren) or of FAP's for the child(ren) to be removed from the home, or if CH/LSS has good cause to believe that the placement is detrimental to the physical, mental or emotional well-being of the child(ren), CH/LSS, the local agency, county and/or state, and the adoptive parent(s) will cooperate in the removal and replacement of the child(ren). In some cases, we would consider the disruption of a placement to be a major life event (see guideline on page 6 of this document).

**Dissolution:** If, after legal adoption, the adoptive parent(s) conclude(s) it would be in the best interest of the child(ren) for the child(ren) to be removed from the home, CH/LSS will work with the adoptive parent(s) to determine if assisting with re-placement through a direct adoptive placement is feasible or if assistance of local county or state services is appropriate. We would consider the dissolution of an adoption to be a major life event (see guideline on page 6 of this document).

### **GRIEVANCE PROCEDURE**

**Intent:** CH/LSS believes it should have a standard procedure that any client or prospective client (hereafter "Client") may use in the event that they have a complaint or grievance and they wish to grieve that action to a higher authority.

**Definitions:** *Grievance or Complaint (used interchangeably)* – An expression of dissatisfaction with CH/LSS that can include, but is not limited to: services, manner of treatment, outcomes or experiences, that after attempts to resolve the dissatisfaction results in a written complaint elevated to the President.

**Policy:** CH/LSS will respond to all grievances in a fair and efficient manner for all parties involved. There will be no adverse action or retaliation taken against a Client as a result of filing a complaint or grievance, regardless of the outcome.

**Procedures:** The purpose of the Grievance Procedure is to establish means by which Client may resolve situations or incidents in which they believe they have received unfair treatment as the result of a specific action on the part of the Adoption Worker and/or CH/LSS staff.

CH/LSS does not take any action to discourage a Client from, or retaliate against them for, making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of an agency or person, pursuant to 96.41 (e).

To ensure that complaints/grievances are considered and addressed in a timely fashion and are reviewed for ongoing quality improvement, CH/LSS will comply with the following procedures:

- 1) **Attempt at Resolution.** Client should first take their question or concern to the Adoption Worker or other staff. The staff's role is to listen, evaluate, investigate, and respond to Client with their findings within ten (10) business days.
- 2) **Address a Grievance.** If the matter cannot be resolved, Client may: (1) accept the decision of the Adoption Worker or other CH/LSS staff and take no further action, or (2) appeal the decision of the Adoption Worker to the Program Manager/Supervisor.

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- 3) **Appeal a Decision.** An appeal must be made to the Program Manager/Supervisor within ten (10) business days from receipt of the Adoption Worker's response to the grievance. The Program Manager/Supervisor will conduct an investigation. The purpose of the investigation will be to determine and attempt to understand the point of view of the Client and that of the Adoption Worker. Based on the results of the investigation, the Program Manager/Supervisor will prepare a written recommendation for the Director. The Director will consider all of the relevant information, including the Program Manager's/Supervisor's recommendation, and then will make a decision regarding the appeal. If the decision of the Director is to deny the appeal, Client has two options: (1) accept the decision of the Director and take no further action, or (2) file a written request to elevate a grievance for review by the Adoption Leadership Team.
- 4) **Elevate a Grievance.** The request to elevate a grievance must be made to the Adoption Leadership Team within ten (10) working dates from receipt of the Director's response. The Adoption Leadership Team will consider all of the relevant information and then will make a decision regarding the elevated appeal. If the decision of the Adoption Leadership Team is to deny the elevated appeal, Client has two options: (1) accept the decision of the Adoption Leadership Team and take no further action, or (2) file a written request for a Formal Grievance Review by the CH President.
- 5) **Request a Formal Grievance Review.** The Client must file a Request for a Formal Grievance Review within ten (10) business days from receipt of the Adoption Leadership Team's response to the elevated appeal. Client must submit the appeal to the Adoption Leadership Team, who will then forward it to the CH President. The CH President will review all relevant information and prior recommendations and then make a final decision and notify Client in writing of the decision.
- 6) **Request a Final Review.** After receipt of the President's Review, if concerns are not addressed the Client must file a Request for Final Review within five working days. Client must submit the final appeal to the President, who will then forward it to the Executive Committee of the Board of Directors. The Executive Committee will review all relevant information and prior recommendations within ten (10) business days and then make a final decision and notify Client in writing of the decision within thirty (30) days. The decision of the Executive Committee of the Board of Directors will be final and binding.
- 7) **Withdraw an Appeal.** Client may withdraw an appeal at any time during the process.
- 8) **Limitations of Liability.** In consideration of CH/LSS's efforts to assist Client with an adoption, Client hereby waives any and all claims which Client may have now or in the future against CH/LSS and its directors, officers, employees and agents for any of its actions which may arise out of this application, receipt of services from, or foster care and/or adoption through CH/LSS, pertaining to any of the risks discussed in this document, to the extent enforceable by applicable state law.
- 9) **Hague Complaint Registry.** All Clients must be advised in the Foster Care Adoption Services Contract provided prior to the start of service that any birth parent, prospective adoptive parent, adoptive parent or adoptee who believes CH/LSS (or any of its supervised providers) is in violation of the standards set forth in the Hague Convention on Intercountry Adoption, the Intercountry Adoption Act of 2000 (IAA), the Universal Accreditation Act of 2012 (UAA), or the regulations implementing them, may initiate directly with CH/LSS a signed and dated complaint, and advises such individuals that if they are dissatisfied with CH/LSS's response they may register a complaint through the Hague Complaint Registry at the U.S. Department of State at <https://adoptionusca.state.gov/HCRWeb>, pursuant to 96.41 (b).

**Acceptance of Terms of Foster Care Adoption Services Agreement:**

*To be signed by all families:*

		<b>By signing this statement, I/we acknowledge that I/we have received the attached <i>Fee and Expense Statement for the Foster Care Adoption Program</i> included on page 11 of this document. I/we understand that fees paid are for services provided, not for children. Fees paid are non-refundable once the service has been provided. When client service fees are paid, but the full service is not provided, CH/LSS will refund the unused portion to prospective foster and/or adoptive parents within sixty (60) days of request.</b>
<i>FAP Initials</i>	<i>FAP Initials</i>	

		<b>By signing this statement, I/we acknowledge that I/we have received the Corporal Punishment Policy included on page 6 and 7 of this document and do not plan to use corporal punishment.</b>
<i>FAP Initials</i>	<i>FAP Initials</i>	

		<b>By signing this statement, I/we acknowledge that I/we have received with application materials, <i>Completing an Adoption in Minnesota: The Rights and Responsibilities of Birth Parents, Prospective Adoptive Parents and Adoption Agencies</i>, pursuant to Minnesota Statutes, §259.39.</b>
<i>FAP Initials</i>	<i>FAP Initials</i>	

I/We, \_\_\_\_\_, as the FAP, have read and had the opportunity to ask questions about the Foster Care Adoption Services Agreement, pursuant to applicable state law. I/We understand all aspects of the Foster Care Adoption Services Agreement set in place by CH/LSS and will fully cooperate and comply with the policies and guidelines set forth. I/We understand that I/we have been given full rights and privileges to seek legal counsel at any time regarding the process with CH/LSS. I/We enter into this agreement fully and voluntarily.

<i>Applicant #1 Signature</i>	<i>Date</i>	<i>Applicant #2 Signature</i>	<i>Date</i>

By signing this statement, I/We hereby give my/our consent to CH/LSS to release any or all of the information about me/us to the State, Court and County agencies and staff involved in assisting with the placement of children in foster care in Minnesota. I/We assume full responsibility for whatever may result from this action. I/We will not hold CH/LSS responsible in any way for the results following the release of this information to any person, organization or governmental entity. I/We understand and accept that CH/LSS cannot guarantee my/our confidentiality.

<i>Applicant #1 Signature</i>	<i>Date</i>	<i>Applicant #2 Signature</i>	<i>Date</i>



## FEE AND EXPENSE STATEMENT FOR THE FOSTER CARE ADOPTION PROGRAM

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There is no service fees for families adopting Minnesota's waiting children. Funding for these services is provided through a contract between the State of Minnesota and the Foster Care Adoption Programs of Children's Home (CH) & Lutheran Social Service (LSS). There is a fee for each adoption-related background study initiated by private adoption agencies. After your adoption finalizes, if your child qualifies for adoption assistance, DHS will reimburse you up to \$2,000 for non-recurring adoption expenses. This charge can be included in that reimbursement.

Minnesota's Waiting Children are defined as children under the guardianship of the Commissioner of Human Services (state guardianship). Children for whom adoption services would not be covered under this contract include, but are not limited to: waiting international children, children from other states and children who do not meet the eligibility criteria for this contract (due to adoption status).

If you change programs within CH/LSS (i.e. transferring to the International or Infant Adoption Programs) **or** pursue dual listing between Foster Care Adoption and Infant Adoption Programs, you will be responsible for all adoption service fees and expenses for that program, as well as for reimbursing CH/LSS the cost of your most recent adoption study. In such instances, CH/LSS will in turn reimburse the State according to the terms of our contract.

By signing this statement, I/we acknowledge that I/we have read and understood this statement. In the event that I/we transfer to another program and/or adopt a child who is not one of Minnesota's waiting children, I/we agree to pay the fees and expenses associated with that program.

I/We understand that this agreement does not guarantee the placement or successful adoption of a child.

<i>Applicant #1 Signature</i>	<i>Date</i>	<i>Applicant #2 Signature</i>	<i>Date</i>