

## Supervised Provider Agreement

(U.S. Supervised Provider)

### **ATTACHMENTS**

- Exhibit A – Attestation of Employee Training
- Exhibit B – Hague Standards for Supervised Providers
- Exhibit C – Monitoring, Oversight and Supervision
- Exhibit D – Disclosure of Past Sanctions, Charges and Investigations
- Exhibit E – State Post-Placement Requirements

### **PARTIES**

This Agreement is entered into by and between **CHILDREN'S HOME SOCIETY OF MINNESOTA** (hereafter referred to as "Children's Home"), and \_\_\_\_\_ (hereafter referred to as "Supervised Provider") on behalf of Adoptive Parent/s (hereafter referred to as "AP") \_\_\_\_\_ intending to adopt from (country): JAMAICA.

### **EFFECTIVE DATE**

The effective date of this Agreement is the date it has been executed by Children's Home, as indicated below. After this Agreement has been fully executed, Children's Home will provide a copy to the Supervised Provider.

### **RECITALS**

1. Children's Home is a not-for-profit child placing agency licensed in the states of Minnesota, Wisconsin, Maryland and Virginia, which is accredited to provide intercountry adoption services which are governed by the Hague Convention on Intercountry Adoption ("the Hague Convention").
2. Supervised Provider is currently licensed in the state(s) of \_\_\_\_\_ assisting U.S. citizens in adopting children through international and/or domestic sources by performing certain adoption services.
3. The adoption case of the AP is or may be a Convention Adoption, as defined in 22CFR §96.2.
4. Children's Home and Supervised Provider agree to enter into an agreement to cover all adoption services provided by Supervised Provider to Children's Home.
5. Children's Home and Supervised Provider agree to the specific sending country adoption study requirements for each specific family.
6. The parties hereto wish to execute this agreement to define their respective roles with respect to this relationship and to define their expectations and restrictions as required by 22CFR §96.45.

### **REPRESENTATIONS AND WARRANTIES OF SUPERVISED PROVIDER**

Supervised Provider hereby represents and warrants as follows:

1. **Satisfies Personnel Qualifications** – The Supervised Provider hereby confirms that it satisfies all personnel qualifications required for a Supervised Provider, as required by 22CFR §96.45(7) and §96.37, as summarized on Schedule A attached hereto. *See Schedule A.*
2. **Meets Standards** – Supervised Provider hereby confirms that it complies with the requirements imposed by 22CFR §96.45, set forth on Schedule B attached hereto, and agrees to continue compliance with such requirements for the duration of this Agreement. *See Schedule B.*
3. **Safeguard Data** – The Supervised Provider hereby confirms that its policies limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in 22CFR §96.42, and as described in Schedule C attached hereto, and agrees to continue compliance with such requirements for the duration of this Agreement. *See Schedule C.*

4. **Suitability to Provide Adoption Services** – The Supervised Provider has fully disclosed to Children’s Home all suitability information required by the Hague Convention U.S. implementing regulations, 22 CFR Part 96 (including Section 96.35, a copy of which is attached hereto as part of Exhibit A and incorporated herein by this reference), including but not limited to all instances in the ten years preceding the date of this Agreement in which Supervised Provider, or any person acting as director, officer, or employee of Supervised Provider, (a) was prevented, suspended, disciplined, sanctioned or otherwise barred in any jurisdiction or by any authority from providing adoption or child care services, (b) conducted (and continues to conduct) any business or activities inconsistent with Hague Convention principles, (c) was convicted in any jurisdiction of any crime or offense relating to children, child care, adoption or child care services, or financial or accounting irregularities, (d) was the subject of any investigation, charge, civil suit, or written complaint regarding adoption or child care services or financial matters, (e) or was subject of an allegation or media report involving child buying or fraud or crimes related to adoption or child care services. This requested information has been provided in a notarized statement, signed under penalty of perjury, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference.

**(Complete and return Exhibit D: DISCLOSURE OF PAST SANCTIONS, CHARGES AND INVESTIGATIONS included with this Agreement)**

## **AGREEMENTS**

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **Reasonable Response Time** – Each party hereby agrees to respond within five (5) business days to any request for information from the other party. Each party hereby agrees to respond to any request for information from representatives of the Department of State, or from an accrediting entity that issued either party’s accreditation or approval, in accordance with whatever timeframes are stipulated by the accreditation or government entity. This shall include, but not be limited to, any data that is necessary to comply with either party’s reporting requirements required by the Secretary under the IAA.
2. **Prompt Notice of Change in Suitability** – Each party shall have the duty to disclose within five (5) business days to the other party any changes in the suitability information required by 22CFR §96.35 as described on Schedule Attached hereto; any failure to maintain standards required by the Hague Convention regulations as related to that party’s role in providing adoption services; any failure to meet personnel standards; or any failure to safeguard data as required by 22 CFR 96.42. *See Schedule G.*
3. **Change in Status** – Each party may have the duty to terminate the mutual AP relationship if one or both parties become Hague denied at any point over the time this Agreement is in effect.
4. **Subcontracting** – The Supervised Provider hereby confirms that it will not enter into any subcontracts for any of the services contemplated under this Agreement. All services provided by the Supervised Provider will be performed by employee(s) of Supervised Provider who hold the appropriate qualifications and credentials to perform, in connection with a Convention adoption, adoption-related social service functions that require the application of clinical skills and judgment (home studies, counseling, parent preparation, post placement services, and other similar services) in compliance with the requirements of 22CFR §96.37 and §96.38. With respect to any such representative, the Supervised Provider shall provide to Children’s Home a copy of Supervised Provider’s employee’s valid social work license (when required) to ensure compliance with the requirements of 22CFR §96.37.
5. **Services to be Performed by SUPERVISED PROVIDER** – The Supervised Provider hereby agrees to perform the following services for AP under the supervision of Children’s Home:
  - 5.1 **Home Study**
    - 5.1.1 Supervised Provider will perform a home study evaluation and make a recommendation regarding adoption suitability with respect to AP’s desire to adopt a child from a foreign country.
    - 5.1.2 Supervised Provider will take any and all steps to ensure that the home study complies with applicable state law.
    - 5.1.3 Supervised Provider will abide by the home study standards set forth in 22CFR §96.47, which is summarized on Schedule D attached hereto. *See Schedule D.*

- 5.1.4 Upon receipt of Children's Home's written approval of the home study report, Supervised Provider will submit in a timely manner the required number of signed and approved reports to the Children's Home.
- 5.1.4 Supervised Provider will perform subsequent home study evaluation(s) and/or updates and/or addendums as needed for the AP prior to the adoption (for which additional fees may be required).

5.2 **Parent Training**

- 5.2.1 Supervised Provider will perform training of the AP with the goal of promoting successful intercountry adoption.
- 5.2.2 Supervised Provider will abide by the Parent Training Standards set forth in 22CFR §96.48, except Children's Home will provide child-specific training (22CFR §96.48 c and e) and country-specific training (22CFR §96.48 b6 and b8).
- 5.2.3 Parent training shall consist of a minimum of 10 hours (independent of time spent performing the home study) and shall cover the topics specified in 22CFR §96.48. Children's Home will provide child-specific training (22CFR §96.48 c and e) and country-specific training (22CFR §96.48 b6 and b8).

5.3 **Post-Placement**

- 5.3.1 Following placement of a child into AP's home, Supervised Provider will perform visitation, and provide support and reporting for AP at the increments identified by Children's Home according to the standards required by the foreign country and/or Children's Home policies, which are summarized on Schedule E attached hereto. *See Schedule E.*
- 5.3.2 To the extent that reporting requirements change over time, Supervised Provider agrees to provide reporting in accordance with any modified rules upon notification by Children's Home.
- 5.3.3 To the extent that this reporting is for a child who entered the United States without receiving an adoption order from the foreign country, Supervised Provider will be supplying POST-PLACEMENT supervision. Therefore, Supervised Provider will abide by the terms of 22CFR §96.50. Further, Supervised Provider will abide by the terms of the post-placement crisis plan, as set forth on Schedule F attached hereto. *See Schedule F.*

5.4 **Other**

- 5.4.2 Supervised Provider will report to Children's Home immediately any concerns it may have with respect to the AP's eligibility to adopt, problems or concerns that arise during parent training, or at any time thereafter, including after the AP returns home from the foreign country with their child.
- 5.4.3 To the extent additional counseling or support services are needed at any point in time with respect to the placement, Supervised Provider may (if agreed upon by the AP and the Supervised Provider) provide those services to the AP, in cooperation with Children's Home, to ensure that the transition of the child to the AP's home is successful.
- 5.4.4 To the extent that a disruption or dissolution of adoption should occur, Supervised Provider will work cooperatively with Children's Home to ensure that the best interests of the child are served at all times.

6. **Services to be Performed by CHILDREN'S HOME** – Children's Home hereby agrees to perform the following services for AP:

6.1 **Functions Relative to Child Placement**

- 6.1.1 Children's Home will work with the AP to obtain all materials and assist them in the completion, organization, and finalization of all documentation necessary to receive a referral of a child for adoption from the foreign country;
- 6.1.2 Children's Home will coordinate the delivery of all client documents in the foreign country to appropriate coordinators, governments and/or officials;

- 6.1.3 Children's Home will present the referral package and all referral documentation to the AP, and will provide the AP with all information on the child referred to them in its physical possession;
- 6.1.4 Upon acceptance by the AP of a referral of the child(ren), Children's Home shall work with the AP to advise on what is needed for completion, organization, and finalization of all documentation necessary to complete the adoption of the child(ren) from the foreign country;
- 6.1.5 Children's Home shall submit to the foreign country all documentation necessary for the AP to complete the adoption of the child(ren) from the foreign country;
- 6.1.6 Children's Home shall assist the AP in completing all documentation necessary for the child(ren) to apply for and acquire an exit visa and gain admission to the United States of America;
- 6.1.7 Children's Home will handle, through its coordinators and facilitators, all activities necessary to meet legal requirements relating to hearing and court appearances for the AP in the foreign jurisdiction;
- 6.1.8 Children's Home will work with the AP to provide child-specific training (22CFR §96.48 c and e) and country-specific training (22CFR §96.48 b6 and b8).

6.2 **Functions Relative to the Supervised Provider**

- 6.2.1 Children's Home will provide to Supervised Provider general instructions necessary for the completion of the home study in a format acceptable for submission to the foreign country.
- 6.2.2 Upon completion of the parent training, Children's Home will collect from the Supervised Provider a written description of the topics covered during AP Training, fully executed by the Supervised Provider and the AP.
- 6.2.3 Upon completion of the draft of the home study report, Children's Home's social work staff, under the supervision of the Director of International Social Work, shall review the home study draft and provide specific comments and/or changes to conform to Children's Home policies and practices and those of the foreign country. After changes are made to the satisfaction of Children's Home's social work staff, under the supervision of the Director of International Social Work, Children's Home shall approve the home study in writing prior to finalization.
- 6.2.4 To the extent that the Supervised Provider is not Hague accredited, approval shall be accomplished by the Social Work Supervisor's written approval of the home study with a statement that the home study 1) includes all information required in section §96.47 (a); 2) was performed in accordance with 8 CFR 204.311, and applicable State law; and 3) was performed by an individual who meets the requirements in §96.37 (f) or, if an Exempted Provider, meets the requirements for home study providers established by 8 CFR 204.301.
- 6.2.5 Children's Home will advise the Supervised Provider of details and requires Supervised Provider to complete all applicable requirements for post-placement for cases in which guardianship was granted;
- 6.2.6 Children's Home requires the supervised provider to complete all requirements in accordance with 1) State law, 2) the child's country of origin, and 3) CH's minimum agency standard of at least one face-to-face visit to occur within 3 months of placement, to ensure that the greatest number of visits is performed.

**(Complete and return Exhibit E: POST-PLACEMENT REQUIREMENTS FOR FAMILY'S STATE OF RESIDENCE included with this Agreement)**

- 6.2.7 Children's Home will notify Supervised Provider immediately of any and all of the following events:
  - 6.2.7.1 Any changes to state law or regulations, or Children's Home's licensing status, should they occur.
  - 6.2.7.2 The AP's receipt of a referral of a child from the foreign country.

6.2.7.3 The AP's anticipated date of return from the foreign country with a child.

6.2.7.4 The dates that post-placement or post-adoption reports are due to be submitted in the foreign country.

## 7. **Lines of Authority**

### 7.1 **Authority and responsibility of the SUPERVISED PROVIDER**

7.1.1 The person or persons at Supervised Provider who is/are responsible for supervising and overseeing the services to be provided to APs under this Agreement, and whom Children's Home should contact in the event of questions or issues concerning services to a AP under this Agreement is/are:

\_\_\_\_\_.

7.1.2 This person or persons at Supervised Provider who is/are responsible for administering the Agreement and coordinating with Children's Home, and whom Children's Home should contact in the event of questions or issues concerning the general administration or implementation of this Agreement is/are: \_\_\_\_\_.

7.1.3 The person or persons at Supervised Provider who is/are responsible for ensuring compliance with this Agreement and with all applicable laws and regulations, including the Convention and implementing laws and regulations, is/are: \_\_\_\_\_.

### 7.2 **Authority and responsibility of CHILDREN'S HOME**

7.2.1 The persons who are responsible for supervising and overseeing the services to be provided to APs under this Agreement, and who Supervised Provider should contact in the event of questions or issues concerning services to AP or the general administration and implementation of the Agreement are: **Claire Hammer, MSW, LISW, Social Work Supervisor & Therese Bartlett, Director of International Programs, or their successors.**

7.2.2 The persons who are responsible for ensuring compliance with this written Agreement are: **Claire Hammer, MSW, LISW, Social Work Supervisor & Therese Bartlett, Director of International Programs, or their successors.**

7.2.3 Children's Home's President may designate an alternate Director, Country Manager and/or Country Coordinator to maintain communication during the term of this Agreement.

## 8. **Compensation**

8.1 The fees payable to the Supervised Provider shall be paid by the AP directly to the Supervised Provider.

8.2 The fees due shall be determined by mutual consent between the Supervised Provider and the AP directly.

8.3 The Supervised Provider will give the AP an itemized bill of all fees and expenses to be paid with a written explanation of the refund policy if services are not completed and will entitle the Client to any such refund within 60 days of completion of services.

8.4 Supervised Provider shall **provide a current itemized fee schedule** of all costs, fees, and expenses to be paid by; AP with regard to services rendered under this Agreement. In addition, Supervised Provider must inform Children's Home within a reasonable period of time of any change in fees or fee-related policies and procedures.

## 9. **Governing Law / Choice of Forum**

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Minnesota and the laws of the United States of America, without resort to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties further agree that the Ramsey County Court, and the United States District Court, District of St. Paul, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement.

10. **Termination**

This Agreement may be terminated in writing by either party by submitting such a letter of termination to the other. AP' adoption/guardianship cases in process will be addressed and handled on a case-by-case basis. Either party may terminate this agreement if either party has grounds to believe that the other is not in compliance with the agreement, the laws of the State of the AP residence, or the requirements of the Hague Convention.

11. **Insurance**

As governed by this agreement, Children's Home and Supervised Provider will each keep in force a Professional Liability Insurance Policy which provides coverage in the state in which services are provided under this agreement. The limits of liability of such insurance shall be a combined single limit coverage of not less than one million U.S. dollars (\$1,000,000.00) per occurrence. As evidence of the insurance requirement, Supervised Provider shall provide Children's Home with a copy of their insurance coverage upon signature of this agreement. If any change in insurance coverage is experienced, the Supervised Provider shall furnish a copy of any revised insurance coverage to Children's Home within five (5) business days.

12. **Mutual Indemnification**

Each party will indemnify and hold harmless each other for any claims or liability to client(s) resulting from or arising out of the acts of this agreement, other than those caused by willful misconduct or knowing violation of the law in the performance of its duty.

13. **Headings**

Headings are inserted for the convenience of the parties only and shall not be attributed with any substantive meaning for purposes of interpreting this Agreement.

14. **Entire Understanding**

This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or understanding other than those expressly set forth herein and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.

15. **Severability of Provisions**

The parties agree that, if any term or provision of this agreement is declared by a court or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

16. **Hold Harmless**

Each party shall defend, save, hold harmless, and indemnify the other, its officers, agents and employees, from all claims, suits or actions of whatever nature, including but not limited to reasonable attorney fees, resulting from or arising out of the activities of either party or its subcontractors, agents or employees under this Agreement to the extent caused in whole or in part by negligent acts or omissions by either party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts either party may be held liable.

17. **Notice of Changes Within Thirty (30) Days**

At all times while this agreement is in force the Supervised Provider must disclose any changes to the above responses within thirty (30) business days of learning of the change.

I, \_\_\_\_\_, **authorized representative of SUPERVISED PROVIDER**, hereby confirm that I have read and understand the pertinent parts of the following federal documents and I attest that we will fully comply with the regulations as set forth in these same documents:

**Hague Convention on Intercountry Adoption 22CFR Part 96-98**  
**Title 8, Code of Federal Regulations 8CFR 204**

I, \_\_\_\_\_, **authorized representative of SUPERVISED PROVIDER**, hereby agree to make the above-named documents available to all social service personnel.

**This Agreement shall be entered into by each agency's authorized representative:**

**SUPERVISED PROVIDER:**

**CHILDREN'S HOME SOCIETY OF MINNESOTA**

\_\_\_\_\_  
*(Authorized Agency Representative's Signature)*

\_\_\_\_\_  
Therese Bartlett  
Director of International Adoption Programs

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

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

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**SCHEDULES AND ATTACHMENTS**

**Schedule A – Professional Qualifications and Training for Personnel**

The Supervised Provider uses only those employees who meet the educational and experience requirements for social services personnel as set forth in 22CFR §96.37. The Supervised Provider adheres to training requirements for social service personnel as set forth in 22CFR §96.38.

**(Complete and return Exhibit A: Annual Attestation of Employee Training included with this Agreement)**

**Schedule B – Standards by Which Supervised Provider Abides**

The Supervised Provider provides adoption services ethically and in compliance with the following Convention standards:

- A. Prohibition on child-buying, 22CFR §96.36**
- B. Compensation, 22CFR §96.34**
- C. Employee Training, 22CFR §96.38)**
- D. Waivers of Liability, 22CFR §96.39 (d)**
- E. Complaints, 22CFR §96.41 (b) through (e)**

**(Complete and return Exhibit B: Copies of Hague Standards included with this Agreement)**

**(Complete and return Exhibit C: Ongoing Monitoring, Oversight and Supervision included with this Agreement)**

**Schedule C – Safeguarding of Data**

The Supervised Provider adheres to the requirements of 22CFR §96.45 (b) and §96.42.

**Schedule D – Home Study Standards**

The Supervised Provider ensures the home study for the Prospective Adoptive Parents (which includes the initial report and any supplemental statement(s) submitted to USCIS:

- A. Includes all of the information as set forth in 22CFR §96.47(a) (1) through (6);**
- B. Is performed in accordance with 22CFR §96.47 (b);**
- C. Follows the format provided by Children's Home.**

The Supervised Provider will ensure that the home study draft will be reviewed and approved by Children's Home in writing prior to finalization together with the following statements:

- A. Includes all the information required by paragraph A of this section and is performed in accordance with 8CFR 204.311 and applicable state law; and**
- B. Was performed by an individual who meets the requirements set forth in 22CFR §96.37 (f) and 8CRF 204.301.**
- C. The Supervised Provider takes all appropriate measures to assist Children's Home in the timely transmission of the same home study that was provided to the Prospective Adoptive Parent(s) and to the USCIS to the Central Authority of the Country of Origin.**

### **Schedule E – Post Placement Reporting Requirements**

- A. The Supervised Provider ensures that all aspects of the post-placement reporting requirements are met.
- B. Children’s Home will email post-placement guidelines specific to each family and a sample report to Supervised Provider or social worker via email address on record in Children’s Home’s database.
- C. The Supervised Provider ensures that its social service personnel follow the template and reporting guidelines provided by the Children’s Home.
- D. Additionally, the Supervised Provider agrees to provide post placement services until the adoption is finalized in the U.S. and submit adoption court decree and proof of citizenship (U.S. Passport, Certificate of Citizenship) to Children’s Home. Any additional costs will be determined mutually with the Adoptive Parents.

**(Complete and return Exhibit E: POST-PLACEMENT REQUIREMENTS FOR FAMILY’S STATE OF RESIDENCE included with this Agreement)**

### **Schedule F – Post Placement Crisis Plan**

Children’s Home ensures that the transfer of custody of the child(ren) to the Adoptive Parent(s) is completed in a safe and secure manner. Children’s Home has contracted staff in place in Country of Origin who will assist the Adoptive Parent(s) with all aspects of the adoption process, including, but not limited to: assistance to Adoptive Parent(s) with any problems that may arise with the adopted child, such as illness, difficulties Adoptive Parent(s) may have with parenting skills, or emotional or physical difficulties that may arise with the child during the Adoptive Parents’ stay in Country of Origin.

During the course of providing post-placement monitoring supervision, the Supervised Provider will make referrals for services, when appropriate which may be needed to ensure success of the child’s placement. The Supervised Provider, to the best of their knowledge, is required to report to Children’s Home information regarding any counseling provided to the Adoptive Parent(s) as well as the solution and outcomes to the problems experienced by the Adoptive Parent(s).

In the event of a disruption of a placement or dissolution of the finalized adoption, Supervised Provider, in cooperation with Children’s Home, will provide assistance, support, resources, expertise and direction for the client(s). Children’s Home will further notify the Country of Origin and other governing entities, as required, and approve any future placement of the child(ren). Under no circumstances will the child be returned to the Country of Origin unless the Central Authority in the child’s country of origin and the Secretary (U.S. Department of State) have approved this return in writing.

### **Schedule G – CH Corporal Punishment Policy**

**POLICY: Children’s Home policy requires that families have positive strategies planned for their adopted children that do not involve corporal punishment.** It is the intent of Children’s Home 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 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.

**Required Supplemental Documentation.** All Supervised Providers must also provide:

- Agency License**
- Hague Accreditation Certificate** (if applicable)
- Itemized Fee Schedule**
- State Home Study Regulations** (or viable web link)
- Proof of Liability Insurance** of not less than one million U.S. dollars (\$1,000,000.00) per occurrence
- Social Work License(s)** of Director of Social Work and staff applying clinical judgment on assessments