

## **Client Rights & Responsibilities and Notice of Privacy Practices Post Adoption Services**

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### **Non-Discrimination**

The services of Children's Home and LSS are available to all people regardless of race, color, ethnicity, religion, disability, national origin, sex, sexual orientation, gender identity, or gender expression.

### **Accommodations**

Reasonable accommodations shall be made for people who have communication disabilities and those who speak a language other than English.

### **You have the following rights as a client of Children's Home Society of Minnesota (CH) & Lutheran Social Service of Minnesota (LSS):**

1. To be treated with dignity and respect.
2. To fair and equitable treatment including receiving CH/LSS services in a nondiscriminatory manner and being able to express and practice your religious and spiritual beliefs in conformance with state laws regarding the treatment of vulnerable persons.
3. To know the name of your CH/LSS contact.
4. To competent and caring assistance from a CH/LSS staff member.
5. To participate in all service decisions and to be provided with sufficient information to make informed choices about CH/LSS services.
6. To refuse any service except that which is court-ordered or otherwise mandated by law and to be informed of the consequences of such refusal.
7. To understand the services being offered.
8. To know any fees or charges that you may have to pay and what financial assistance may be available. Based on current fee schedules, you will be informed of the amount that will be charged; when fees or co-payments are charged, changed, refunded, waived or reduced; the manner and timing of payment; and the consequences of non-payment.
9. To have a copy of your bill and to know if it has been submitted to a third party on your behalf.
10. To schedule timely appointments.
11. To file a complaint about the services you have received, and if not resolved, to be informed of escalated complaint procedures within the agency or to the proper authorities.
12. To communicate in your known language. If necessary, we will secure translation services including providing telephone amplification, sign language services or other communication methods for deaf or hearing-impaired persons. We will also help you to understand and communicate if you have difficulty making your service needs known.
13. To give informed consent to the extent provided by law.
14. As a parent or legal guardian, to see private information about your minor children and to authorize other persons to access the information about your children.
15. The rights given by Minnesota law to minors to request that certain private data be withheld from their parents. The minor is required to make this request in writing and the agency must make the determination if denying the parental access is in the best interests of the minor.
16. To request an in-house review of your service plan.

## **You have the following responsibilities as a client of Children's Home Society of Minnesota (CH) & Lutheran Social Service of Minnesota (LSS):**

1. To be open and honest.
2. To keep us updated on your address and phone number.
3. To understand what you sign.
4. To treat all CH/LSS staff and volunteers with respect. Any threatening or abusive behavior may result in our ceasing to provide you services.
5. To provide relevant information in order to receive services from CH/LSS, to participate in service decisions and to follow through with service plans and recommendations of your staff contact.
6. To keep appointments or cancel them at least 24 hours in advance.
7. To pay all fees that are not covered by insurance or other third-party sources. CH/LSS is not obligated to provide services unless and until the appropriate fees are fully paid.
8. To provide and keep updated correct details about your income and expenses if you are paying fees on an adjusted fee schedule.
9. To travel at your own risk while traveling outside of the United States. Travel is subject to world and local conditions that are outside of the control of CH/LSS. Clients who travel overseas related to their post adoption service or sponsored tours do so at their own risk. Follow Department of State travel advisories and restrictions.
10. To communicate any questions or concerns directly to your staff contact. We encourage you to share any suggestions or complaints by following the steps outlined below with the goal of fairly and quickly resolving your complaint or grievance:
  - Talk to the CH/LSS staff member involved as soon as possible after the grievance arises.
  - If this does not resolve the grievance, ask to speak directly to the CH/LSS staff member's supervisor.
  - If this does not resolve the grievance, put the grievance in writing and submit it to the supervisor or any CH/LSS staff member. Upon receipt of a written grievance, the supervisor will respond in writing to the grievance within seven working days.
  - If this does not resolve the grievance, you may take the grievance to the Senior Director.
  - If your concerns are not addressed within the program, you may contact the President and CEO, and then the Board of Directors.

## **This notice describes how your private information may be used and how you can get access to this information. Please review it carefully.**

1. This Notice describes the privacy practices of Children's Home Society of Minnesota (CH) & Lutheran Social Service of Minnesota (LSS). We are required by federal and state law to ensure the privacy of your protected health information and to abide by the terms of this notice. In order to provide Post Adoption services, we will collect private information. You may refuse to supply the requested information, but such a refusal may lead to the inability to provide Post Adoption services. Only authorized staff at CH/LSS will have access to your data and others outside of CH/LSS as you give separate and express permission. All adoption records are confidential and permanent.
2. Communication Methods: Information shared about you to facilitate post adoption services involves 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. Clients have the option not to accept this means of transferal by informing the post adoption program staff in writing. Client acknowledges that communication via postal service and/or fax may slow the service delivery process.
3. Your Responsibility for Protecting Your Privacy: You will be asked to sign a copy of this Notice to confirm that you have read it. You will be given a copy of this notice.
4. Sharing Private information about others: Comments and information published on the internet or other public forums about individuals other than yourself play a larger role than most adoptees and birth relatives anticipate. Respecting the privacy of all parties involved will produce the safest and greatest likelihood of a positive outcome.

5. What is Private Information including Protected Health Information: Private information is information that may identify you. Protected Health Information (PHI) is information regarding health which identifies you. These include:
  - Name, address, telephone number and date of birth
  - Social Security Number
  - Sex and marital status
  - Health history including all medical or treatment records or information relating to past, present or future medical care
  - Research data
  - Information regarding your dependents
6. Changes to This Notice: We reserve the right to change the terms of this Notice at any time. The new Notice will be effective for all of your Private Information including PHI that we maintain at that time, as well as any information we receive in the future. If the terms change while you are a client of CH/LSS, you will be provided with a copy. This Notice is effective from November 11, 2004.
7. When We May Use or Disclose Your Private Information including Protected Health Information (PHI) without Your Permission:
  - Court Order. If we receive a valid court order.
  - Service. We may use or disclose your PHI only as is necessary to provide services to you, or to comply with MN Statute 259.83 by informing related individuals of genetic medical conditions that may affect them.
  - Payment. We may use or disclose your private information to obtain payment for services that we provide to you. For example, we may disclose your private information to determine eligibility or coverage.
  - Request by Legal Guardian or an Adjudicated Parent. We are required to provide information about their child, but not about services provided to the other parent.
  - Disclosures to Business Associates. We may use or disclose your PHI to persons or organizations who perform a service for us that requires the disclosure of individually identifiable information. Such persons or organizations are our business associates. They have signed an agreement with us to keep this information private under Minnesota and Federal law.
  - Disclosures to Relatives, Close Friends or Other Caregivers. In certain limited situations, such as an emergency or your inability to function, we may use or disclose private information which is directly relevant to your care. We will ask you if you agree to such a disclosure unless you are unable to function or there is an emergency.
  - Public Health Activities. If required or allowed by law, we may use or disclose your PHI for the following public health activities: 1) to report to public health authorities for the purpose of preventing or controlling disease, injury or death; 2) to alert a person who may be at risk of contracting or spreading a communicable disease or condition; and 3) to report information to your employer as required by laws addressing work-related illnesses and injuries or work place safety.
  - Mandated Reporting. If we reasonably suspect that a vulnerable adult or a child is a victim of abuse or neglect, or that a pregnant woman is abusing alcohol or controlled substances, we are required by law to disclose private information which identifies you to a public authority.
  - Duty to Warn. We are required by law to disclose private information, which identifies you to prevent or lessen a serious or imminent threat to the health or safety of a person or the general public.
  - Certain Judicial and Administrative Proceedings, Certain Government Functions, Law Enforcement Officials or whenever required by any other law not referred to in this section.
8. You Have the Following Rights Regarding Your Private Information including Protected Health Information:
  - The right to request restrictions on certain uses and disclosures of private information, although CH/LSS is not necessarily required to agree to a requested restriction.
  - The right to request and receive confidential communications of your private information.
  - The right to amend your private information.
  - The right to cancel any authorizations for use or disclosure of your private information.

- The right to inspect or copy your private information on payment of a reasonable cost-based fee. (NOTE: Access to adoption records is restricted by Minnesota law.)
  - The right to request a correction of your private information.
  - The right to receive a record of disclosures of your private information.
  - The right to your own billing account.
  - The right to receive a copy of this notice.
9. You do not have the right to:
- Confidential adoption records (reference letters, birth records, etc.)
  - Information in your file regarding another person or from another person regarding you (medical reports, case notes, etc.)
10. Complaints: Any client 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.

Charitable Contributions: CH/LSS does not actively solicit donations from adoptive families. However, as non-profit 501(c)(3) organizations, CH/LSS welcomes 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 adoptive families and the agency from the perception of compromise during the adoption evaluation process. CH/LSS shall not be influenced by gifts or monetary donations.

## **Client Rights & Responsibilities and Notice of Privacy Practices Post Adoption Services**

**Please retain the Client Rights & Responsibilities for your records.**

**I/We have received the Client Rights & Responsibilities and understand that my/our signature(s) acknowledging receipt of this notice will be put in my/our file at CH/LSS.**

<b>Client signature</b>	<b>Client signature</b>
<b>Print name</b>	<b>Print name</b>
<b>Date</b>	<b>Date</b>

**Return this page with your service contract.**

## International Post Adoption Services Agreement

**A \$35 registration fee is due at time of service request**

### YOUR INFORMATION *A copy of photo ID OR notary is required.*

Country of adoptee's birth: \_\_\_\_\_

Check applicable box (who you are):

Adopted adult

Child of adopted adult\*

Adoptive parent of minor

Relative, specify relationship\*: \_\_\_\_\_

**\*Proof of relationship is required (i.e., copy of requestor's birth certificate and either a death certificate(s) or obituary).**

Legal Name: \_\_\_\_\_  
(Last) (First) (Middle)

Preferred Name: \_\_\_\_\_ Preferred Pronouns (i.e., she/her/hers): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Address Line 1: \_\_\_\_\_

Home Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Check here if you do not want messages left at this number

Check here to receive correspondence in a plain/non-agency envelope

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Check here if you do not want messages left at this number

### ADDITIONAL INFORMATION

Please assist us by completing as many of the following details as you know.

#### Adopted Person Information

Child's Name at Birth: \_\_\_\_\_  
(Last) (First) (Middle)

Name Given by the Adoptive Parents: \_\_\_\_\_  
(Last) (First) (Middle)

Preferred Name: \_\_\_\_\_ Preferred Pronouns (i.e., she/her/hers): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Adoption: \_\_\_\_\_ Country of Origin: \_\_\_\_\_

U.S. Placing Agency:

Children's Home Society

Lutheran Social Service

ECAS (Embracing Children Adoption Services – formerly European Children)

Reaching Arms International  Other: \_\_\_\_\_

#### Adoptive Parent Information

**This information is used for file identification. All services requested by an adopted adult remain confidential unless a release of information is signed.**

First Parent's Name: \_\_\_\_\_  
(Last) (First) (Middle)

Second Parent's Name: \_\_\_\_\_  
(Last) (First) (Middle)

**Note about fees:** Children's Home Society and Lutheran Social Service cannot guarantee the outcomes of searches for birth family members or requests for correspondence. The established fees cover the staff time and expenses necessary to arrange the services, and are not refundable based on the outcomes of those services. Registration fees are non-refundable.

## SERVICES BEING REQUESTED

*A \$35 Registration Fee is due at time of request, regardless of number of services requested.*

Check box next to desired service(s):

- Brief Service Request  
US File Review for updates and/or special request.....\$40
- Please specify special request: \_\_\_\_\_
- Non-Identifying Background Report: .....\$200
- Professional Services (intermediary consultation / facilitated contact with located birth family).....\$300/year
- Translation (limited availability, not all countries) .....\$100 (plus Brief Service)

## PAYMENT

One registration fee is due at the time the service agreement is submitted. Services can begin upon payment in full unless we are experiencing a wait list. We will notify you of approximate wait times upon receiving your completed service contract and fees. The registration fee is non-refundable. Service fees are for services rendered, and are not contingent on the outcomes of those services.

### To pay by credit card:

Service(s) + \$35 Registration Fee \_\_\_\_\_ + **Transaction fee** \_\_\_\_\_ = Total amount charged: \_\_\_\_\_

- **Visa, MasterCard, Discover add 2.75%**
- **American Express add 3.5 %**

Card Number \_\_\_\_\_ Expiration \_\_\_\_\_ Security Code \_\_\_\_\_

### To pay by check, please make checks out to:

Service(s) + \$35 Registration Fee \_\_\_\_\_

#### **Children's Home Society—PAS**

If the placing agency is:

- Children's Home Society  
 ECAS  
 Reaching Arms

#### **Lutheran Social Service—PAS**

If the placing agency is:

- Lutheran Social Service  
 Marshall Islands  
 Other \_\_\_\_\_

**Please submit form and payment to:**

*Mail:* Post Adoption Services  
Attn: Joan Johnson  
1605 Eustis St.  
St. Paul, MN 55108  
*Fax:* 651-646-0436, Attention: Joan Johnson  
*Email:* Joan.Johnson@chlss.org

By signing I attest that the information submitted on this form is true and correct to the best of my knowledge.

***A copy of a photo ID OR notary is required.***

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

***NOTARY***

\_\_\_\_\_  
Agency

\_\_\_\_\_

\_\_\_\_\_  
Agency Address

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
Subscribed and sworn to before me.

Notary Public \_\_\_\_\_



## Client Authorization to Use or Disclose Private Information

I/we authorize staff at Children's Home Society of Minnesota & Lutheran Social Service of Minnesota (CH/LSS) to **seek from** and/or **release to**:

\_\_\_\_\_

(Name of person or relationship to person, i.e., birth mother, birth father, birth child or adoptive parents)

Information regarding myself or my child, \_\_\_\_\_, born on \_\_\_\_\_,

(Full Name) (Date of Birth)

for the purposes of post adoption services.

**Description of information to be disclosed:**

- |  |  |
|--|--|
| <input type="checkbox"/> First Name: _____<br><input type="checkbox"/> Last Name: _____<br><input type="checkbox"/> Full Address: _____<br><input type="checkbox"/> Email Address: _____<br><input type="checkbox"/> Phone Number: _____ | <input type="checkbox"/> State of Residence: _____<br><input type="checkbox"/> Letters/Cards<br><input type="checkbox"/> Photos<br><input type="checkbox"/> Other: _____ |
|--|--|

I/We understand that my/our individual files are protected under state and federal confidentiality regulations and cannot be used or disclosed without my/our written consent (*except where disclosure is mandated by law, such as reporting risk of harm to self or risk of harm to others or judicial action*). I/we hereby give my/our consent to CH/LSS to release any or all of the above information. 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 necessary for the delivery of post adoption service. I/We understand and accept that CH/LSS cannot guarantee my/our confidentiality. I/We understand that information at CH/LSS is limited to staff whose work assignments reasonably require access to my/our data within requested post adoption services such as International adoption agencies, staff or representatives of the adoption agency. I/We understand this consent is valid for one year from the date of signature and may be revoked with a written notice at any time, but that this written notice will not affect information the agency has already released.

\_\_\_\_\_ ***I/We certify that I/we have retained a copy of this signed document for my/our own records.***

**Data Privacy Notice:** During your adoption, information and data about you as a client/family will be shared with Departments of Human Services and Department of Health, District Courts, USCIS office and our program staff via email as this is the most expedient method of transfer of information. CH/LSS does have 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. You have the option not to accept this means of transferal, by informing CH/LSS in writing, but know that transmission by fax, which is more secure, may slow down or prohibit your adoption process.

APPLICANT 1 | Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

APPLICANT 2 | Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_



1605 Eustis Street  
Saint Paul, MN 55108

800-952-9302  
651-646-7771  
chlss.org/post-adoption

## Intermediary Client Authorization to Use or Disclose Private Information

I/we authorize staff at Children's Home Society of Minnesota and Lutheran Social Service of Minnesota (CH/LSS) to **seek from** and/or **release to** the following **Intermediary International Agency**: \_\_\_\_\_

Information regarding the adoptee (myself or my child) , \_\_\_\_\_, born on \_\_\_\_\_,  
(Full name) (Date of Birth)

may be exchanged for the purpose of conducting post adoption services.

### Description of information to be disclosed:

Full name, address, email, letters, cards and post adoption history/information from adoption file.

Other: \_\_\_\_\_

I/We understand that my/our individual files are protected under state and federal confidentiality regulations and cannot be used or disclosed without my/our written consent (*except where disclosure is mandated by law, such as reporting risk of harm to self or risk of harm to others or judicial action*). I/we hereby give my/our consent to CH/LSS to release any or all of the above information. 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 necessary for the delivery of post adoption service. I/We understand and accept that CH/LSS cannot guarantee my/our confidentiality. I/We understand that information at CH/LSS is limited to staff whose work assignments reasonably require access to my/our data within requested post adoption services such as International adoption agencies, staff or representatives of the adoption agency. I/We understand this consent is valid for one year from the date of signature and may be revoked with a written notice at any time, but that this written notice will not affect information the agency has already released.

\_\_\_\_\_ ***I/We certify that I/we have retained a copy of this signed document for my/our own records.***

**Data Privacy Notice:** During your adoption, information and data about you as a client/family will be shared with Departments of Human Services and Department of Health, District Courts, USCIS office and our program staff via email as this is the most expedient method of transfer of information. CH/LSS does have 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. You have the option not to accept this means of transferal, by informing CH/LSS in writing, but know that transmission by fax, which is more secure, may slow down or prohibit your adoption process.

APPLICANT 1 | Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

APPLICANT 2 | Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_