

Intercountry Adoption Services Contract

This agreement is entered into by and between Children's Home Society of Minnesota (hereinafter "Children's Home") and the undersigned Prospective Adoptive Parent(s) (hereinafter "PAP"). The denomination "PAP" as used in this agreement refers to each prospective adopting parent signing this agreement. Children's Home and PAP are collectively referred to herein as "the parties." The following contract outlines the expectations for the undersigned PAP – as well as Children's Home's commitment to PAP – as the parties work together during the adoption process.

RECITALS

1. PAP is a person or persons who wish(es) to adopt a child or children born in a country ("the sending country") other than the United States of America. PAP acknowledges and is aware that the relationship established by adoption is one of parent and child, and that if PAP is successful in adopting, PAP will incur towards the adopted child(ren) all obligations, duties, and responsibilities of a legal parent.
2. Children's Home is an accredited, licensed child welfare agency whose primary client is the child awaiting adoption. CH complies with applicable laws in all foreign countries in which it provides adoption services.
3. Concurrently with or prior to executing this agreement, PAP has completed and submitted to Children's Home a written adoption application, which is hereby incorporated herein by this reference, and PAP has paid the non-refundable application fee.
4. The provisions of this contract are intended to govern those matters that are in the control of the parties. The parties acknowledge that the prospective international adoption will involve a nation or nations other than the United States, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party, including but not limited to changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors outside the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.
5. All Children's Home 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.
6. All Children's Home 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 service agreement; and (4) to respect the privacy rights of other persons served by CH.
7. A PAP planning to adopt a child internationally and who resides outside the State of Minnesota must have an approved adoption study completed by a licensed, insured adoption provider in their state of residence. Your local agency must also be willing and able to sign the Children's Home cooperating agreement. Children's Home cannot and does not endorse, control or guarantee the services of any other agency or country. Every agency is an independent entity, responsible for maintaining its own standards of practice, professional licenses and insurance. Children's Home has established relationships with the agencies listed on our website(s) ([Agency Options](#)). You may choose to work with one of these agencies or another agency of your choice that is properly licensed and insured.

AGREEMENTS

1. GENERAL OBLIGATIONS OF CHILDREN'S HOME SOCIETY OF MINNESOTA

- 1.1 General Obligations.** In consideration of payment by PAP of the required fees and of the agreements contained herein, Children's Home agrees to provide adoption services to PAP as specified in this agreement. Such adoption services generally

include writing and/or reviewing an adoption study of PAP, attempting to refer a child for potential adoption, obtaining and supplying to PAP available information about any such child, attempting to qualify PAP as adoptive parents in the sending country, dealing with foreign authorities and orphanage personnel, attempting to place the child with PAP for the purposes of adoption, providing assistance with travel and immigration requirements, and providing post placement or post adoption reports as required by Children's Home, PAP's state of residence, and the child's sending country.

1.2 Conditions Precedent to Children's Home's Obligations. Children's Home is obligated to provide services to PAP only in accordance with the following provisions and only upon satisfaction by PAP of all conditions precedent, including payment by PAP of all fees as required herein and in the *Fee Agreement*.

1.3 Limitations of Children's Home's Obligations. PAP specifically acknowledges and understands that Children's Home's obligations to PAP under this agreement are limited by Children's Home's legal obligation to act at all times in the best interests of any child referred or placed with PAP under this agreement. Nothing in this agreement obligates Children's Home to provide any report or consent which is favorable to PAP if, in Children's Home's professional judgment and sole discretion, a favorable report or consent is not warranted. In addition, in the unlikely event Children's Home is unable to complete services due to unforeseen events including but not limited to program/service closure, suspension, cessation, or adverse action due to a licensing or accreditation matter, please see Section 2.3.1 for information regarding refunds for services not completed for any of these reasons and Section 4.8 regarding the transfer of cases to a new provider.

1.4 Charitable Contributions. Children's Home does not actively solicit donations from adoptive families who are in the adoption process. However, as non-profit 501(c)(3) organizations, Children's Home 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. Children's Home shall not be influenced by gifts or monetary donations.

2. GENERAL OBLIGATIONS OF ADOPTIVE PARENT(S)

The following obligations and policies of the Children's Home Adoption Program may impact your adoption. The primary focus of these policies is to provide guidance to PAP 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 PAP. 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 Children's Home.

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

2.1 Cooperation. PAP must fully cooperate with Children's Home, Children's Home'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 PAP's home for purposes of study and evaluation; (2) completing all requested forms, statements, and questionnaires; (3) completing all required adoption education as well as any additional training or educational requirements or recommended assessments which PAP's Adoption Worker deems necessary to ensure adequate preparation for adoptive parenting; (4) providing and allowing access to PAP'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 PAP by Children's Home or cooperating agencies; and (6) abiding by Children's Home's policies and procedures.

2.2 Duty of Disclosure. At all times while this agreement is in effect, PAP must notify Children's Home and any relevant cooperating agency within five (5) business days of any and all of the following circumstances. This duty of disclosure is an ongoing obligation on the part of PAP to keep Children's Home and the authorities in the country from which PAP intends to adopt fully informed of any of the following:

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

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

2.2.3 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 PAP or any members of PAP's household.

2.2.4 Any application to any other child hosting, adoption or foster care entity.

Failure to disclose such information may result in withdrawal from the program and/or forfeiture of any potential fee refund.

2.3 Payment of Adoption Fees. PAP is solely responsible for payment of all fees associated with services rendered pursuant to this agreement in the amounts and per the payment terms specified in the *Fee Agreement*. Payment of all Post-Placement Supervision Fees and/or Post-Placement Deposits to Children's Home or local Cooperating Agency is required in advance of travel unless restricted by State law. Children's Home is not obligated to provide services unless and until the appropriate fees are fully paid. Children's Home may reduce, waive or reduce fees when 1) deemed by Children's Home to be in the best interest of the child; 2) requested by clients due to hardship; or 3) when paid for services which were not completed.

2.3.1 Refunds. The payment of fees for services rendered does not guarantee the placement of a child. All fees are non-refundable unless otherwise noted. When client service fees are paid, but the full service is not provided, Children's Home will refund the unused portion to prospective adoptive parents within sixty (60) days of the completion of the delivery of services.

3. ETHICAL AND RESPECTFUL BEHAVIOR

3.1 Responsibilities and Expectations of Children's Home. Children's Home staff will at all times comply with ethical standards prescribed by the social work profession, Intercountry Adoption Accreditation and Maintenance Entity (IAAME), The Hague Convention on Intercountry Adoption, and all applicable state and federal laws. Children's Home staff will treat PAP in a respectful, ethical, and non-coercive manner, and will refrain from use of personally derogatory or profane language or communication. Any PAP who feels he or she has been treated inappropriately by a Children's Home employee must report the complaint to Children's Home pursuant to Children's Home's Grievance Policy and Procedure.

3.2 Responsibilities and Expectations of PAP. PAP will at all times treat Children's Home staff, volunteers, and the personnel of partner and cooperating agencies with respect; PAP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any PAP who fails to meet this standard may be subject to sanction by Children's Home. Such sanction may include, in Children's Home's sole judgment and discretion, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying such sanction, Children's Home is not required to resort to the dispute resolution procedure created by this Section 12.

4. CONFIDENTIALITY, DATA PRIVACY, AND RELEASE OF INFORMATION

4.1 Confidentiality. Children's Home assures every client and PAP the protection of their privacy under the provisions of the Data Practices Act. Any applicable adoption statute requirements also will be strictly observed.

4.2 Mandated Reporting/Duty to Warn. There may be times when Children's Home may not be able to protect information gathered throughout the adoption process. Children's Home employees must report suspected abuse or neglect of a child or vulnerable adult. If suicide or other life-threatening behavior is suspected, Children's Home may be obligated to notify appropriate persons without PAP's permission.

4.3 Written Material. Any written material that PAP 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 Children's Home staff. *See Section 7.*

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

4.5 Data Privacy and Access to Records. Children's Home 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 Children's Home 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.).

4.6 Communication Methods. During the adoption process, information and data about the PAP as a client will be shared with the USCIS office, courts, and intercountry program staff and representatives via email as this is the most expedient method of transfer of information. Children's Home 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. PAP has the option not to accept this means of transferal by informing the adoption application coordinator at Children's Home in writing. PAP acknowledges that communication via postal service and/or fax may slow the adoption process.

4.7 Notice of Privacy Practices (Tennessee Warning). The Adoption Application is a significant part of the Adoption Study process. It consists of an Application form, permission to conduct a criminal records check and a number of other supporting forms and documents (see the Adoption Application Checklist provided in the Adoption Application packet). Children's Home will use the information which you provide in this application process for the purposes of completing your home study. Only authorized staff at Children's Home will have access to your data and others outside of Children's Home 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 Children's Home to conduct a complete home study, resulting in the denial of adoption services. The information that you provide, and all of the information that becomes part of your adoption record, will be treated as confidential data.*

* ***Confidentiality.*** All adoption records are confidential and permanent.

Confidential data on individuals. 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.

4.8 Case Closure or Case Transfer. In the unlikely event Children's Home is unable to complete services due to unforeseen events including but not limited to program/service closure, suspension, cessation, or adverse action due to a licensing or accreditation matter, PAP agrees that Children's Home can share PAP's identifying information for the purpose of case transfer. In such an event, Children's Home will provide as much notice as possible and PAP will have 24 hours to respond to Children's Home. If Children's Home receives no response from PAP within that timeframe, Children's Home can take immediate action to transfer PAP's partial or complete documentation to the designated provider of its choice. See section 2.3.1 for information regarding refunds for services not completed for any of these reasons.

5. ADOPTIVE PARENT ELIGIBILITY

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

In order to be considered for approval as adoptive parent(s) in the intercountry adoption program, PAP must meet the following requirements. Individual countries may impose additional 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 Children's Home.

5.1 General Eligibility.

- 5.1.1** At least one PAP must be a citizen of the United States;
- 5.1.2** PAP must be at least 25 years of age; there can be no more than 50 years difference in age between the youngest PAP and the child being considered for adoption;
- 5.1.3** There must be a minimum of 15 years between the age of the youngest PAP and the child being considered for adoption;

5.1.4 PAP's income must meet 125% of the current [U.S. Poverty Guidelines](#) for their household size.

- 5.2 Healthcare of Adopted Children.** Children's Home, most child-referring agencies/countries, and the U. S. government (U. S. Citizenship and Immigrations Services) expect that adoptive parents will provide appropriate health care and insurance coverage to children, including immunizations. Those persons with conscientiously held beliefs against such practices must discuss this with Children's Home at time of application and throughout the home study process.
- 5.3 Marriage/Cohabitation.** Adoptive couples must be married or residing together for a minimum of one year prior to placement of an adoptive child in their home.
- 5.4 Major Life Events.** PAP must 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, etc.) prior to beginning the adoption process with Children's Home.
- 5.5 Chronic or Serious Conditions.** PAP with a history of a chronic or serious condition (such as cancer, multiple sclerosis, diabetes, etc.) must submit a letter from their medical provider stating that PAP is in full remission and/or exhibits no indication of the serious condition for the past two years, or in the case of a chronic condition, that the condition is well controlled under the current treatment plan, which has been in place for more than one year prior to beginning the adoption process with Children's Home. Individual countries may impose additional requirements and eligibility must be maintained throughout the entire adoption process. The provider's letter must also state that PAP's current health status poses no risk for a child placed with the PAP and that PAP's expected lifespan and risk of recurrence and/or complication is now comparable to that of the general population.
- 5.6 Mental Health Conditions.** Decision makers in foreign countries often view mental health care less favorably than we do in the United States, deeming PAPs with a history of mental health care ineligible for certain country programs. PAP with a history of a mental health condition must submit a letter from his/her medical and/or mental health provider stating that the PAP is in full remission and/or exhibits no indication of the mental health condition for the past two years, or in the case of chronic condition, a letter verifying stability under the current treatment plan which must have been in place for at least one year prior to beginning the adoption process with Children's Home. Individual countries may impose additional requirements and eligibility must be maintained throughout the entire adoption process. The provider's letter must also state that PAP's current mental health status poses no risk for a child placed with the family. A current mental health assessment or psychological evaluation may be required for Children's Home and/or country purposes.
- 5.7 Substance Abuse.** PAP 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 beginning the adoption process with Children's Home. Children's Home reserves the right, in its sole discretion, to require additional evaluation and/or plans for therapy/treatment.
- 5.8 Corporal Punishment Policy.** Children's Home requires that families have positive strategies that do not involve corporal punishment planned for their adopted children.

Intent: It is the intent of Children's Home to promote positive parenting practices that educate and encourage both parents and staff about 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:

1. Families receiving home study services will agree to abide by the above policy and will sign this Adoption Services Agreement prior to the completion of their home study.
2. Families outside of the direct service area of Children's Home who are receiving placement services from Children's Home will agree to abide by the above policy and will sign this Adoption Services Agreement prior to the approval of their home study by Children's Home staff.

Children's Home 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 the following: time outs, "time ins," removal of privileges, natural consequences, and distraction and should be appropriate to the child's age and development.

Agreement: By signing this adoption services contract, PAP indicates the understanding that children who are in need of families through adoption have experienced disruptions in attachment and relationships. Many will have experienced abuse or neglect or witnessed violence. PAP understands that positive discipline strategies will be an important part of their healing in a new and permanent family. PAP understands the above policy and does not plan to use corporal punishment.

- 5.9 Home Study Recommendation Withdrawal.** If, based on new information relating to eligibility criteria, Children's Home or PAP's home study provider withdraws its recommendation of the PAP for adoption, the agency is obligated to notify PAP and, if applicable, the home study preparer and primary provider, of its withdrawal of its recommendation and/or approval and the reasons for the withdrawal, in writing, within 5 business days of the decision, followed by notifying U.S. Citizenship and Immigration Services (USCIS), in writing, within 5 business days of PAP notification.

6. CHILD PLACEMENT GUIDELINES

Because Children's Home 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. Individual countries may impose additional requirements. Though rare, exceptions may be granted when they 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 Children's Home.

- 6.1 Pregnancy and Adoption.** PAP must notify Children's Home and any relevant cooperating agency within 14 days of PAP's knowledge of any pregnancy or any efforts by PAP to pursue technology-assisted pregnancy or to pursue any assignment of a child to PAP for purposes of adoption from any person or entity other than Children's Home. 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). PAP's failure to inform Children's Home of any such situation while a current client of Children's Home constitutes a material breach of this agreement and will be cause for termination of services and forfeiture of any potential refund.

- 6.1.1** PAP who becomes pregnant while in the adoption process will have the option to close PAP's case immediately or to temporarily suspend processing pending the outcome of the pregnancy. During such a suspension, PAP's home study and all relevant background clearances must remain up to date. If pregnancy is successful, PAP's case will be closed. If PAP elects to pursue adoption in the future, a new application may be submitted. If pregnancy is not successful, PAP may resume the adoption process at the point in which the case was suspended (process must be resumed within one year from date of suspension or PAP must reapply and is responsible for all applicable fees at the rate current as of that date).

- 6.2 Placement of Non-Related Children.** Children's Home generally does not place two or more unrelated children with the same family at the same time. 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 Children's Home.

- 6.3 Preservation of Birth Order.** Children placed in PAP's home must be approximately one year apart in age. Children's Home places children so that birth order is preserved among siblings already present in the home. Exceptions to this guideline will be addressed on an individual basis and will proceed at the sole discretion of Children's Home.

- 6.4 Dual Listing & Concurrent Adoptions.** To ensure the best transition for the child and the family, and to ensure a child's successful placement, Children's Home generally does not permit two or more unrelated children to enter a family at the same time, nor does Children's Home permit PAPs to pursue two active adoption processes at the same time. Whether the intent is to complete only one adoption by moving forward with the program resulting in the earliest possible child referral and withdrawing from the second program (dual listing) or to complete two separate adoptions, one after the other (concurrent adoptions), PAP may not engage with another home study provider or apply to another adoption program without informing Children's Home according to the terms of this agreement (see paragraph 6.1 above). All requests to dual list or pursue concurrent adoptions will be examined on a case-by-case basis and will proceed at the sole discretion of Children's Home. Please note that when exceptions are made, additional costs may be incurred by PAP.

- 6.4.1** In the case of an international adoption, such suspensions may require withdrawing the PAP's dossier from consideration by foreign agencies/officials and/or withdrawing any pending referral.

7. PROTECTION OF CHILD'S PERSONAL INFORMATION

7.1 Sharing Your Child's Private Information. Throughout the adoption process, any material, written or otherwise, that PAP receives on a child shall be kept secured at all times. PAP will not discuss a child's private records in a casual or public way, or to discuss facts or specific reasons for placement. Friends, relatives, and neighbors of PAP have no legal right to the private data about the children in PAP's care. When a child is placed in PAP's home, the legal guardian of the child will sign the necessary releases for the PAP and Children's Home 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 his/her 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 Children's Home staff.

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

Throughout the adoption process, PAP agrees to limit personal information shared about their child. If PAP chooses to publish the child's personal information in any electronic communication, social media or online blog or forum, PAP agrees to utilize a password protected site for the sake of the personal safety and privacy of the child he/she is in the process of adopting.

8. UNAUTHORIZED FOREIGN CONTACT

Children's Home diligently works to build and maintain intercountry adoption programs which acknowledge and operate within the legal and cultural parameters of other countries. PAP can be assured that Children's Home stays abreast of current U.S. state, federal and country-specific regulations and maintains continual contact with our foreign service providers on behalf of PAP. Contact with and/or gifts to persons involved in adoption processing in foreign countries in which PAP seeks an adoptive placement can jeopardize PAP's proposed adoption and can cause substantial harm to pending adoptions of other families, to Children's Home's relations with persons in such countries, and to the future of adoptions in general. Therefore, the following prohibitions must be strictly observed.

8.1 Prohibition on Child Buying & Inducement. Children's Home 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, Children's Home prohibits the abduction, exploitation, sale or trafficking of children and protects the rights of birth parent(s), children, and adoptive families.

8.2 Prohibited Gifts Policy. At all times while this agreement remains in effect, PAP must refrain from providing, promising, causing, soliciting, or allowing any third person to provide or promise on PAP's behalf, any gift, money, or other consideration to any birth parent, relative, or guardian of any child referred to PAP 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 PAP.

8.3 Prohibited Contact Policy. At all times while this agreement remains in effect, and except as otherwise specifically allowed by this agreement, PAP agrees to refrain from—and shall not cause, solicit, or allow any third person, other than the persons or entities envisioned by this agreement, to make on PAP's behalf—any direct contact with any birth parent, relative, or guardian of any child referred to PAP for purposes of adoption, or any direct contact with any foreign country representative, foster home, chaperone, caregiver, therapist, orphanage, attorney, government official, or any other facilitating agency in the foreign country from which PAP seeks an adoptive placement without the express permission of Children's Home. PAP will present to Children's Home any questions or concerns which will then be communicated to the appropriate foreign service provider(s). Refusal to comply with this policy may be grounds to terminate this agreement.

8.4 Prohibited Payment to Foreign Supervised Providers. Foreign supervised provider's fees and expenses will be billed to and paid by PAP through Children's Home. PAPs are prohibited from making payments directly to foreign supervised providers for any fees or services tendered in connection with an intercountry adoption.

9. TRAVEL OUTSIDE OF THE UNITED STATES

9.1 **Responsibility for Travel Outside of the United States.** Travel outside of the United States is subject to world and local

conditions that are outside of the control of Children's Home. PAP who travels overseas for adoption purposes, to plan or promote Children's Home programs, or as a part of Children's Home sponsored tours do so at their own risk.

9.1.1 Independent Contractors. Children's Home maintains no control over the personnel, equipment or operations of any air, water or surface carrier, ship line, bus, limousine company, transportation company, hotel, restaurant or any other person or entity furnishing services, products or accommodations. All such suppliers are independent contractors. Children's Home, its agents, officers and employees will not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to by such independent contractors for: (1) any wrongful, negligent or unauthorized acts or omissions on the part of any of these suppliers or any of their agents, servants, employees or independent contractors; (2) any intentional or careless actions or omissions on the part of any such suppliers, which result in any loss, damage, delay or injury to PAP or any of PAP's traveling companions or group members; (3) any defect in or failure of any vehicle, equipment, instrumentality, service, product or accommodation which is owned, operated, furnished or otherwise used by any of these suppliers; (4) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity; or (5) any other cause, condition or event whatsoever.

9.1.2 Outside Activities. While traveling, PAP may take part in various optional activities, such as water sports or other athletic events, contests, excursions and side trips. Children's Home, its agents, officers, and employees will not be liable or responsible for any injury, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to such participation.

9.1.3 Foreign Governments, Organizations, Persons and Outside Forces. Children's Home maintains no control over governments, organizations, agencies, and any persons in countries outside of the United States. Children's Home, its agents, officers and employees will not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may in whole or in part be caused or contributed by the following, but not limited to: acts of God, weather, labor strife, strikes, roads that are out of order, government actions, mechanical breakdowns, war-like acts, dramatic political developments, terrorist activities or any other causes reasonably beyond the respective control of Children's Home.

9.2 Travel Conduct. At all times when in the sending country, PAP should be mindful that PAP is acting as an emissary for Children's Home and the United States and that PAP's actions may affect the reputations of Children's Home and the United States and may affect future adoption practice in the sending country. PAP agrees to at all times act with courtesy and respect for the customs, laws and sovereignty of the people, government, and institutions of the sending country, and to refrain from any act or statement which could cause criticism, disrepute, or embarrassment to Children's Home or the United States.

9.3 In-Country Representatives. When Children's Home provides an in-country representative to coordinate and assist PAP in the adoption process, such representative may be required to assist multiple PAP at that same time and therefore the in-country representative may from time to time appoint an associate to assist PAP with certain steps in the adoption process. PAP agrees and understands that such delegation may be necessary during their adoption travel.

10. RISKS INHERENT IN INTERCOUNTRY ADOPTION

10.1 Child Placement. PAP acknowledges that there is considerable risk in intercountry adoption and that, while Children's Home will work together with PAP toward completion of an adoption, Children's Home cannot control all aspects of the process nor assure a successful outcome. In the event of any occurrence which impedes the successful outcome of an initial adoption effort, Children's Home will work with PAP for as long as reasonably necessary in pursuit of alternative adoption possibilities. **PAP understands that fees paid are for services provided, not for children. The payment of fees for services rendered does not guarantee the placement of a child with PAP. Fees paid are non-refundable once the service has been provided.**

10.2 Social and Medical History of Children. Children's Home is dedicated to securing as much background and medical information as is possible on each child for whom an adoption plan is made. Children's Home works diligently to obtain information and to pass it on to PAP. However, there is often a limited amount or lack of information available. Most often, this

is due to a lack of knowledge or history about the background of the child and his/her 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.

10.2.1 Considering the above, PAP will not hold Children's Home liable in any way for a child's health, development, and/or adjustment to PAP's family, now or in the future.

10.2.2 For reasons beyond the control of Children's Home, authorities in some countries may withhold some child-information documents and provide them to PAP only after PAP has taken placement of a child. PAP acknowledges that Children's Home's inability to provide all the child information which may eventually be obtained by PAP does not indicate any fault or negligence on the part of Children's Home.

10.2.3 PAP understands that Children's Home is not responsible for translations and interpretations of medical, psychological, and developmental information or evaluations. PAP understands that a child could arrive with undiagnosed medical, developmental, emotional, or physical problems which may be of a temporary or permanent nature.

10.2.4 CH strongly encourages and may require PAP to consult with outside medical professionals, psychologists or child-development professionals regarding the implications or information available regarding the child. Additionally, PAP agrees to share with Children's Home the name of the doctor consulted, and the information provided by the doctor.

10.2.5 If a child referral is declined, Children's Home is not responsible for the ultimate decision of the officials in the sending country as to whether any other child will be referred to PAP or for the financial loss that may have been incurred to that point.

10.3 **Intercountry Representatives.** Children's Home seeks to find organizations or representatives who are trustworthy and who fulfill their commitments in a timely manner. In addition, Children's Home staff seeks to be knowledgeable and understanding regarding governmental systems and processing regarding adoption, both in Minnesota and in other U.S. states and countries.

10.4 **Referral Timelines and Delays in Adoption Process.** Adoption is subject to continual and unexpected changes, many of which are often unforeseen and/or are outside the control of Children's Home. A change in a child's country of origin may cause changes in procedures, costs, or required documentation. Factors such as a child's health, travel arrangements, political changes (including war and/or terrorism) and climate may cause delays and increase costs. PAP understands these factors and will not hold Children's Home liable for unexpected changes, delays, or costs.

10.5 **Intercountry Adoption Fees.** PAP understands that Children's Home collaborates with various governments, intercountry child welfare agencies and representatives of such agencies. PAP further understands, acknowledges and agrees that Children's Home 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. Children's Home is not liable or otherwise obligated for any expenses related to the adoptive family traveling to bring the child to the United States. In addition, Children's Home is not liable for any expenses incurred by the adoptive family pursuing intercountry adoption due to delays caused by courts, attorneys, or other persons or events. In intercountry adoption, circumstances in the country change frequently and without notice, and any financial or legal obligations incurred as a result thereof are the sole responsibility of the family.

10.6 **Traveling with Children.** Due to the danger of transmittable disease and/or illness, Children's Home strongly discourages families from traveling abroad with children already in the family who have not been immunized.

11. POST PLACEMENT / POST ADOPTION SUPERVISION, REPORTING & FINALIZATION

11.1 **Post Placement Reporting.** PAP understands that if a child placement is made, they must comply with the post placement reporting requirements of their state of residence on all such placements to be finalized in the United States. PAP understands that additional post placement/post adoption supervision and reporting may also be required by the child's country of origin. PAP also agrees to comply with the specific reporting requirements of the child's sending country and to provide all necessary information for such reports. The number and nature of these reports may differ, depending on the laws and requirements of the sending country. PAP fully understands that continued U.S. adoptions from the child's country of origin are directly impacted—and could be terminated—by PAP's failure to fulfill the post placement/post adoption requirements per the timing set forth by the sending country and to which PAP agreed at the time of child placement.

As these requirements are defined by the sending country, PAP may be required to comply with changes to a country's reporting requirements regardless of whether PAP is in the application or post adoption phase. Families will be informed in writing when Children's Home receives official notification of such changes. **All reports are to be completed by a social worker unless otherwise noted.**

Current reporting requirements (though subject to change) for countries in which Children's Home acts as the Primary Provider are outlined in **Exhibit A** at the end of this contract and in the current country-specific Case Service Plan included with the application materials.

11.2 Finalization of Adoption in the United States. PAP agrees to acknowledge/finalize the adoption of the child in PAP's state of residence. Families whose children enter the United States on an IR-4/IH-4 visa must have their child's adoption finalized in their State of residence. Finalization services refers to assistance with completing a child's adoption in a local court of law. CH is responsible for ensuring that a child's adoption is finalized and reported to the appropriate authorities in the U.S. and the child's country of origin. CH will work in partnership with adoptive families and their local service providers to ensure and track completion of this process.

Similarly, families whose children enter the United States on IR-3/IH-3 visas agree to have their child(ren)'s adoption(s) acknowledged by a court of law (sometimes called "readoption" or "validation") in their State of residence. This acknowledgment protects the adoption finalized abroad from a legal challenge in State court and ensures the adopted child's ability to inherit from an adoptive parent. Also, readoption/validation provides the adopted family and the adopted child with an opportunity to obtain a U.S. birth certificate issued from the parent's State of residence, thus eliminating the possible in future years when additional certified birth certificates are needed.

PAP is solely responsible for all expenses associated with the finalization/acknowledgment of the child's adoption in PAP's State of residence. Children's Home will assist PAP in completing the required paperwork and will provide PAP with a copy of the Placement Agreement and any necessary documents which Children's Home already possesses or may readily obtain. Children's Home is under no obligation to create legal documents or pleadings for the U.S. adoption proceeding. PAP agrees to submit to Children's Home a copy of the signed Final Decree of Adoption issued by the sending country as well as the local court of law when received. This document will be placed in the official case record and shared, as required, with the child's country of origin.

11.3 Naturalization and Citizenship. It is imperative that all PAP obtain proof of their child's U.S. citizenship through issuance of a Certificate of Citizenship regardless of their child's visa type and citizenship status upon entering the United States. PAP further agrees to submit to Children's Home a copy of the Certificate of Citizenship when received. This document will be placed in the official case record and may be shared with the child's country of origin, as required.

11.4 Post Placement Adjustment. PAP agrees to notify Children's Home immediately if PAP experiences adjustment and/or attachment issues related to parenting or bonding with the adopted child(ren), or if the adopted child(ren) has a significant change in their physical health, mental health or emotional condition. Children's Home will make every effort to assist the PAP during such time. PAP agrees to comply with this obligation until the child(ren) reach(es) 18 years of age.

12. TERMINATION OF PLACEMENT / OUT OF HOME PLACEMENT / DUTY TO REPORT

PRIOR TO LEGAL ADOPTION

12.1 Disruption: If, at any time prior to legal adoption (which can occur either in the United States or the child's country of origin) the PAP conclude(s) it would be in the best interest of the child or of themselves for the child to be removed from the home, or if Children's Home has good cause to believe that the placement is detrimental to the physical, mental or emotional well-being of the child, Children's Home, the local agency, and the PAP will cooperate in the removal and replacement of the child. When required by State law, the child's consent will be obtained, in accordance with Hague regulations. When required by State law, the child's consent will be obtained, in accordance with Hague regulations. The best interests of the child should be the primary factor in decision-making regarding any potential new placement. Upon removal, the PAP will agree to another adoptive placement for the child and transfer to Children's Home the right to make any decisions necessary for the care of the child. PAP will also agree that their financial obligations for the care of the child continue until legal placement.

IF THE DISRUPTION OCCURS AFTER THE CHILD HAS ARRIVED IN THE UNITED STATES: Children's Home will only consider the return of a child whose adoption has been disrupted to his or her country of origin, as a last resort, when it has been determined that the placement is detrimental to the physical, mental or emotional well-being of the child. In such instances, Children's Home will consider the child's views in light of their age, maturity, length of time in the United States, and other pertinent factors. Children's Home will notify and consult with the Central Authority of the child's country of origin and the Secretary (U.S. Department of State) via phone, email or other appropriate method of communication (including through our Foreign Supervised Provider or other competent authority) to obtain the necessary written approvals to return the child to their country of origin. This request will not be made without the written permission of the President of Children's Home.

AFTER LEGAL ADOPTION (Until Child Reaches 18 Years of Age)

- 12.2 Dissolution or Transfer of Custody:** If, after legal adoption (which can occur either in the United States or the child's country of origin), the PAP conclude(s) it would be in the best interest of the child for the child to be removed from the home, PAP agrees to immediately notify Children's Home regarding any decision to seek any out of home placement (foster care, residential treatment facility, etc.) or to dissolve the adoption and permanently transfer care and custody of the child(ren) to another party. Children's Home will work with the PAP to determine whether assisting with re-placement through a direct adoptive placement is feasible or if the assistance of local county or state services, or other alternative placement resources, is appropriate. Such resources may include second chance adoption programs, residential treatment facilities, therapeutic resources, support from the agency's Family Support Coach program, and other entities tailored to the specific situation. The child's views will be considered, when appropriate, in light of the child's age, maturity, length of time in the United States, and other pertinent factors. When required by State law, the child's consent will be obtained, in accordance with Hague regulations. The best interests of the child should be the primary factor in decision-making regarding placement. In all cases, PAP agree(s) that all financial obligations to the child and for all applicable services remain in effect until the child's re-placement is successfully finalized in a local court of law.
- 12.3 Out of Home Placement:** PAP agrees to notify Children's Home immediately if the child(ren) is/are involuntarily removed from the home for any reason and to cooperate with Children's Home requests for information regarding such actions. PAP further agrees to immediately notify Children's Home regarding any decision to seek any out of home placement (foster care, residential treatment facility, etc.) or to dissolve the adoption and permanently transfer care and custody of the child(ren) to another party.
- 12.4 Continuation of Post Placement Reporting Requirements:** PAP understands that, regardless of a change in child custody or placement whether temporary or permanent voluntary or involuntary, the post placement reporting obligations to the child(ren)'s country of origin remain in force; therefore, PAP agrees to cooperate in providing Children's Home contact information for any subsequent guardian or custodian so that these reporting obligations can be fulfilled.
- 12.5 Change in Family Status:** PAP agrees to immediately notify Children's Home of any death, disability, serious illness, chemical dependency treatment, psychiatric hospitalization, divorce, separation, incarceration, or any other significant changes in the family unit which affects PAP's ability to parent or complete post placement reporting requirements as set forth by the child(ren)'s sending country and to which PAP agreed at the time of adoption.
- 12.6 Change of Address:** PAP agrees to advise Children's Home immediately of any change of address, change of information on file with this agency, or any intent to move to a different state so that Children's Home can assist the family in securing the necessary post placement services in the new state.
- 12.7 Change in Child Health/Safety:** PAP agrees to immediately inform Children's Home of any physical, sexual, or emotional abuse or neglect (whether or not it is reported, investigated or confirmed), or any serious physical or mental health issue or death of the child.

EXHIBIT A

CURRENT POST PLACEMENT / POST-ADOPTION REPORTING REQUIREMENTS

In-home visits and reports to the child's country of origin are completed by the family's local service provider. The number and timing of these visits/reports varies by country program and/or state of residence. Report requirements are determined by each country's Central Adoption Authority and are subject to change. You will be notified in writing of any change. **All reports must be completed by a social worker unless otherwise noted.**

COLOMBIA

Children under 8 years old: Social worker prepared post-adoption reports due at 6, 12, 18 and 24 months after adoption date. Children 8 years and older: Social worker prepared post-adoption reports due at 6, 12, 18, 24, 30 and 36 months after adoption date.

ECUADOR

Social worker prepared post-adoption reports due at 4, 8, 12, 18 and 24 months after adoption date.

INDIA

Social worker prepared post-adoption reports due at 3, 6, 9, 12, 18 and 24 months from family's date of arrival home following finalized adoption in country. India relative cases may be exempted from some of these post-adoption reporting requirements.

SOUTH KOREA

Social worker prepared post-adoption reports due at 1, 2, 4, 6, 9 and 12 months after adoption date.

CLIENT GRIEVANCES POLICY

The purpose of the Client Grievances Policy is to establish means by which a client or prospective client (hereinafter "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 Children's Home staff.

To ensure that CH 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 Hague §96.41 (e), and that all complaints/grievances are considered and addressed in a timely fashion and are reviewed for ongoing quality improvement, CH will comply with the following procedures:

1. **Attempt at Resolution.** Client should first take their question or concern to the identified CH team member and attempt to resolve the matter directly. Team member is responsible for responding to the client within ten (10) business days and informing their supervisor of the complaint immediately following notification of the concern. If the matter cannot be resolved, Client may: (1) accept the decision of the team member and take no further action, or (2) address the grievance to the Program Manager/Supervisor.
2. **Address a Grievance.** A request to address a grievance must be made to the Program Manager/Supervisor within ten (10) business days from receipt of the CH team member's response to the grievance. The Program Manager/Supervisor will conduct an investigation to determine and attempt to understand the point of view of the Client and that of the CH team member. Based on the results of the investigation, the Program Manager/Supervisor will make a decision within ten (10) business days. If the decision of the Director is to uphold the CH team member's decision, Client may: (1) accept the decision of the Director and take no further action, or (2) file a written request to appeal the decision for review by the Program Director.
3. **Appeal to the Director.** The request to appeal the Program Manager/Supervisor's decision must be made to the Program Director within ten (10) business days from receipt of the Program Manager/Supervisor's response. The Director will consider all relevant information and then will make a decision within ten (10) business days. If the decision of the Director is to uphold the Program Manager/Supervisor's decision, Client may: (1) accept the decision of the Director and take no further action, or (2) file a written request to elevate the grievance for review by the Adoption & Foster Care Program's Leadership Team.
4. **Appeal a Decision.** The request to appeal the Director's decision must be made to the Adoption & Foster Care Leadership Team within ten (10) business days from receipt of the Director's response. The Adoption & Foster Care Leadership Team will consider all relevant information and then will make a decision within ten (10) business days regarding the elevated appeal. If the decision of the Adoption & Foster Care Leadership Team is to deny the elevated appeal, Client may: (1) accept the decision of the Adoption & Foster Care Leadership Team and take no further action, or (2) file a written request to elevate a grievance for review by the Senior Director of Adoption & Foster Care.
5. **Elevate a Grievance.** The Client must elevate their request for review by the Senior Director within ten (10) business days from receipt of the Program Leadership Team's response. Client must submit the appeal in writing to the Program Leadership Team, who will then forward it to the Senior Director. The Senior Director will review all relevant information and prior recommendations and then make and notify the Client in writing of the decision within ten (10) business days. If the decision of the Senior Director is to deny the elevated appeal, Client has two options: (1) accept the decision of the Senior Director and take no further action, or (2) file a written request to elevate a grievance for review by the CH President.
6. **Request a Formal Grievance Review.** After receipt of the Senior Director's decision, if the matter is not resolved, the Client may submit a Request for a Formal Grievance Review within five (5) business days to the Senior Director, who will then forward it to the President. The President will review all relevant information and prior recommendations and then make a final decision and notify the Client in writing of the decision within ten (10) business days.
7. **Request a Final Review.** After receipt of the President's decision, if Client believes the concerns are not sufficiently addressed, the Client may request a final review by the Executive Committee of the Board of Directors within five (5) business days to the President, who will then forward it to the Executive Committee. 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.
8. **Withdraw an Appeal.** Client may withdraw an appeal at any time during the process.
9. **Limitations of Liability.** In consideration of CH'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 and its directors, officers, employees, and agents for any of its actions which may arise

out of this application, receipt of services from, or adoption through CH, pertaining to any of the risks discussed in this document, to the extent enforceable by applicable state law.

ADDITIONAL PROCEDURES: Intercountry Adoption Program Team Members and Clients

- a) **Hague Complaint Registry.** Any birth parent, prospective adoptive parent, adoptive parent or adoptee who believes CH (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 a signed and dated complaint. If dissatisfied with CH 's response, the individual(s) may register a complaint through the Hague Complaint Registry at the U.S. Department of State at <https://adoptionusca.state.gov/HCRWeb/Welcome>, pursuant to Hague §96.41 (b).
- b) Grievances involving an allegation of fraud, trafficking, or child buying, or that involve allegations regarding compliance with the standards set forth in the Hague Convention on Intercountry Adoption, the IAA, the UAA or the regulations implementing them, must be communicated to the President immediately and the investigation process is expedited. A written response to such complaints must be provided within thirty (30) days of receipt. Information about such allegations will be provided to the accrediting entity or Secretary, as may be requested, pursuant to Hague §96.41 (c).
- c) CH will maintain a written record of each complaint and the steps taken to investigate and respond. The record will be made available to the accrediting entity or the Secretary upon request, pursuant to Hague §96.41 (d) (g).
- d) Team members involved in assisting clients with complaints and resolving client complaints should document all related activities, including the content of the complaint, details of the investigation into the complaint and resolution of the complaint in the client's case notes.
- e) A Critical Incident Report regarding the grievance is completed by the team member(s) directly involved. As is required with all incident reports, it is forwarded to the Director. The Director is responsible for 1) recording the incident in the database and forwarding the report to 2) the Senior Director, and 2) the Hague Contact.
- f) Additionally, the Senior Director or their designee submits a copy of the Critical Incident Report to the Critical Incident Executive Team for their review. The team will present information about all incidents reported, including client complaints, to the Executive Leadership Team on a quarterly basis as part of the agency-wide quality improvement program.
- g) A summary of all signed and dated complaints about any of the services or activities of the agency that raise an issue of compliance with the Convention, the IAA or related regulations through the Accrediting Entity for the Hague Convention on Protection of Children and Co-operation in Respect of Intercountry Adoption, as well as an assessment of any discernible patterns in complaints and the changes and/or improvements implemented by the agency to address those concerns, will be provided to the President and Hague Contact for submission to the Accrediting Entity or Secretary on a semi-annual basis, pursuant to Hague §96.41 (f).
- h) CH has a quality improvement program through which it makes systematic efforts to improve its services by reviewing complaint data, using client satisfaction surveys, and other methods, pursuant to Hague §96.41 (h).

MINNESOTA STATUTES §259.35 – NOTICE TO ADOPTIVE PARENTS

MINNESOTA STATUTES, SECTION 259.59, 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 ADOPTIONS UNDER MINNESOTA STATUTES, SECTIONS 142A.60 TO 142A.612, 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. AS STATED IN THIS PARAGRAPH.

I/We, as the Client, have read and agree to abide by the terms of the Client Grievance Policy. I/We enter into this Agreement fully and voluntarily.

APPLICANT 1 Signature _____ Printed Name _____ Date _____

APPLICANT 2 Signature _____ Printed Name _____ Date _____

PAP 1

DATE

PAP 2

DATE

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ACCEPTANCE OF TERMS OF INTERCOUNTRY ADOPTION SERVICES AGREEMENT

This section to be signed by ALL families:

PAP 1 INITIALS PAP 2 INITIALS

SERVICE FEE AGREEMENT

By signing this statement, I/we acknowledge that I/we have received, signed and submitted the Service Fee Agreement enclosed with our application. I/We understand that if I/we change programs after signing this agreement, a new Service Fee Agreement is required to properly reflect any change in agency services needed to meet the new program's requirements. I/We understand that fees are paid for services provided, not for children. The payment of fees for services rendered does not guarantee the placement of a child with PAP. When client service fees are paid, but the service is not provided, refunds will be made within sixty (60) of the completion of the delivery of services. Fees paid are non-refundable once the service has been provided.

PAP 1 INITIALS PAP 2 INITIALS

CORPORAL PUNISHMENT POLICY

By signing this statement, I/we acknowledge that I/we have read and understand the Corporal Punishment Policy (page 5 of this document) and do not plan to use corporal punishment.

The following section is to be signed ONLY by families who reside outside of MINNESOTA and are utilizing the home study and/or post placement/post adoption services of a cooperating agency:

PAP 1 INITIALS PAP 2 INITIALS

LIABILITY INSURANCE/HAGUE ACCREDITATION

By signing this statement, I/we acknowledge being informed that when acting as the Primary Provider, Children's Home collaborates with Adoption Service Providers¹) that have not been denied Hague or COA accreditation; 2) that carry liability insurance of \$1 million in the aggregate; 3) that are willing to sign the Children's Home interagency agreement (or supervised/exempted provider agreement, where applicable); and 4) that utilize agency-employed staff to complete my/our adoption services (very limited, pre-authorized exceptions may apply). So that I/we will not experience process delays and/or additional expenses to seek an alternative provider later in my process, I/we acknowledge that I/we have confirmed my/our selected local agency can meet these requirements.

I/We, as the PAP, have read and had the opportunity to ask questions about the Adoption Services Agreement, pursuant to applicable state law. I/We understand all aspects of the Adoption Services Agreement set in place by Children's Home 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 Children's Home. **I/We understand this application is not considered accepted and I/we are not considered a client until all parties have signed this Agreement. I/We enter into this Agreement fully and voluntarily.**

APPLICANT 1 Signature _____ Printed Name _____ Date _____

APPLICANT 2 Signature _____ Printed Name _____ Date _____

Children's Home Signature _____ Printed Name _____ Date _____

PAP 1 DATE

PAP 2 DATE