



**PARTNER AGENCY AGREEMENT
(US SUPERVISED OR EXEMPT PROVIDER)**

This Agreement entered into this _____ day of _____, 20____ by and between **MAPS** (hereafter referred to as “**Primary Provider**”), and _____ (hereafter referred to as “**Supervised Provider or Exempt Provider**”). *(Name of Provider)*

Primary Provider is defined as the accredited agency that is identified pursuant to 96.14 as responsible for ensuring that all *six adoption services* are provided and for supervising and being responsible for supervised and exempt providers where used.

Adoption services mean any one of the following six services:

1. *Identifying a child for adoption and arranging an adoption;*
2. *Securing the necessary consent to termination of parental rights and to adoption;*
3. *Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;*
4. *Making non-judicial determination of the best interests of a child and the appropriateness of an adoptive placement for the child;*
5. *Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or*
6. *When necessary because of a disruption before final adoption, assuming custody and providing (including facilitation the provision of) child care or any other social service pending an alternative placement.*

Supervised Provider is defined as any agency, person, or other non-governmental entity that is providing *one or more adoption services* in a Convention case under the supervision and responsibility of an accredited agency that is acting as the primary provider in the case.

Exempt Provider is defined as a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with a Convention adoption, but that is not currently providing and has not previously provided any other adoption service in the case.

MAPS will be acting as the **Primary Provider** in the adoption case.

_____ will be acting as a **Supervised Provider in India Convention**
(Name of Provider) cases.

_____ will be acting as an **Exempt Provider in China Convention**
(Name of Provider) cases.

_____ will be acting as an **Exempt Provider in Russia, Kazakhstan,**
(Name of Provider) **and Nepal Non-Convention** cases.

Understood and Agreed

Initials _____

WHEREAS, Primary Provider is a state of Maine-licensed not-for-profit child placement agency, which develops, and implements adoption programs in countries throughout the world and performs certain adoption services, including (i) placement services and (ii) home study placement reports and post-placement reports (for adoptive families who reside in the states of Maine, New Hampshire, Vermont, and Massachusetts); and

WHEREAS, Supervised Provider or Exempt Provider is currently licensed in the following state(s):

(Please list all states in which you are licensed to provide adoption services)

as a not-for-profit Supervised Provider or Exempt Provider assisting U.S. citizens in adopting children through international and/or domestic sources by performing certain aspects of their adoption cases;

WHEREAS, MAPS Clients (hereafter referred to as “Client Family”), requires certain services to be performed by the Supervised Provider or Exempt Provider in connection with their proposed adoption;

WHEREAS, the adoption case of the Client Family is a Convention Adoption, as defined in 22 CFR Part 96, Section 96.2;

WHEREAS, Supervised Provider or Exempt Provider is a Supervised Provider or Exempt Provider with regard to the adoption case of the Client Family, as Supervised Provider or Exempt Provider is defined in 22 CFR Part 96, Section 96.2;

WHEREAS, the parties hereto wish to execute this agreement to define their respective roles with respect to this relationship and to define their expectations and restrictions as required by 22 CFR Part 96, Section 96.45.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, Primary Provider and the Supervised Provider or Exempt Provider hereby agree as follows:

I. Representations and Warranties of Supervised Provider or Exempt Provider:

Supervised Provider or Exempt Provider hereby represents and warrants as follows:

- A. Satisfies Personnel Qualification:** The Supervised Provider or Exempt Provider hereby confirms that it satisfies all personnel qualifications required for a supervised provider or exempt provider, as required by 22 CFR 96, Section 96.45(7) and section 96.37, as summarized on **Schedule A** attached hereto.
- B. Meets Standards:** The Supervised Provider or Exempt Provider hereby confirms that it complies with the requirements imposed by 22 CFR 96, Section 96.45, as summarized on **Schedule B** attached hereto.
- C. Safeguard Data:** The Supervised Provider or Exempt Provider hereby confirms that its policies are to limit the use and safeguard personal data gathered or transmitted in connection with an adoption, as provided in Section 96.42, and described on **Schedule C** attached hereto.
- D. Suitability to Provide Adoption Services:** The Supervised Provider or Exempt Provider hereby confirms that it meets the suitability requirements set for in 22 CFR 96, Section 96.35, as described

Understood and Agreed

2

Initials _____

05/28/2009

on **Schedule D** attached hereto, or indicates any deviation there from by making such disclosure in writing on **Schedule D** attached hereto.

II. The Supervised Provider or Exempt Provider hereby agrees to perform following services relative to the Client Family's case under the Supervision of the Primary Provider:

A. Home Study:

1. Supervised Provider or Exempt Provider will perform a home study evaluation and make a recommendation for adoption with respect to an Adoptive Parent(s)' desire to adopt a child from a foreign country.
2. Supervised Provider or Exempt Provider will take any and all steps to ensure that the home study complies with applicable state law.
3. Supervised Provider or Exempt Provider will abide by the Home Study Standards set forth in 22 CFR Part 96, Section 96.47, which are summarized on **Schedule E** attached hereto.

B. Parent Training:

1. Supervised Provider or Exempt Provider will perform training of the Client Family with the goal of promoting a successful intercountry adoption.
2. Supervised Provider or Exempt Provider will abide by the Parent Training Standards set forth in 22 CFR Part 96, Section 96.48, which are summarized on **Schedule F** attached hereto.
3. Parent training shall consist of a minimum of 10 hours (independent of time spent performing the home study), and shall cover the topics specified on **Schedule F** attached hereto. **(Note: The 10 hour minimum cannot exclusively be online courses. If using online training courses, they need to be used in combination with any of in-person training methods outlined in Schedule F, Part D).**
4. Supervised Provider or Exempt Provider will assist or refer Client Family to the appropriate bodies to fulfill state pre-adoption requirements.
5. Supervised Provider or Exempt Provider will assist Client Family with stateside USCIS (United States Citizenship & Immigration Services) matters.

C. Adoptive Process Support:

1. Supervised Provider or Exempt Provider will review child referral information and assist the Client Family as requested.
2. Supervised Provider or Exempt Provider will complete necessary program specific

Understood and Agreed

3

Initials _____

05/28/2009

documents as requested by the Primary Provider and/or Client Family (e.g. home study summary, post placement agreement(s), etc.)

3. Supervised Provider or Exempt Provider will inform both the Primary Provider and Client Family when there is a change in a Client Family assigned social worker.

D. Post Placement and Post Adoption

1. Supervised Provider or Exempt Provider will perform post placement/ post adoption visitation, counseling, and reporting for the Client Family at the increments identified by Primary Provider according to the standards imposed by the foreign country and/or Primary Provider's policies. Supervised Provider and Exempt Provider acknowledge that such requirements may change and promises to comply accordingly specified on **Schedule H** attached hereto.
2. For children who enter the United States without a final adoption decree from their country of origin, the Supervised Provider will be providing **post placement** supervision and will abide by The Hague regulations pertaining to 22 CFR Part 96, Section 96.50 and the terms outlined in **Schedule G** attached hereto.
3. For children who enter the United State with a final adoption decree from their country of origin, the Exempt Provider will be providing **post adoption** supervision and will abide by the Hague regulations pertaining to 22 CFR Part 96, Section 96.51 and the terms outlined in **Schedule G** attached hereto.
4. Supervised Provider or Exempt Provider acknowledges that MAPS requires the Client Family to obtain adoption recognition or re-finalization as applicable per state law.
5. Supervised Provider or Exempt Provider will comply with all ICPC (Interstate Compact on the Placement of a Child) requirements, when applicable.
6. Supervised Provider or Exempt Provider hereby agrees to provide to Primary Provider on a timely basis any data that is necessary to comply with Primary Provider's reporting requirements. For the purposes of this agreement, a timely basis shall be 5 business days, or such other time period as the parties agree in writing with respect to the specific information needed to satisfy the reporting requirement.

E. Other

1. Supervised Provider or Exempt Provider will maintain contact with the Client Family and will report to the Primary Provider immediately any concerns it may have with respect to the Client Family's eligibility to adopt, problems, and/or concerns that arise during parent training, or at any time thereafter, including after the Client Family returns home from the foreign country with the child(ren).

Understood and Agreed

4

Initials _____

05/28/2009

2. To the extent additional counseling or support services are needed at any point in time with respect to child placement, the Supervised Provider or Exempt Provider will continue to provide those services to the Client Family, in cooperation with Primary Provider, to ensure that the transition of the child to the Client Family's home is successful. To the extent that a disruption or dissolution of adoption should occur, Supervised Provider will work cooperatively with Primary Provider to ensure that the best interests of the child are served at all times.

III. In connection with the services being provided to the Client Family, the Supervised Provider or Exempt Provider hereby agrees as follows:

- A. **Meets Standards** – Supervised Provider or Exempt Provider agrees to continue to comply with the requirements imposed by 22 CFR Part 96; Section 96.45 set forth on **Schedule B** attached hereto.
- B. **Safeguard Data** – Supervised Provider or Exempt Provider will continue to limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in Section 96.42, and described on **Schedule C** attached hereto.
- C. **Reasonable Response Time in Regards to Information Request** – Supervised Provider or Exempt Provider hereby agrees to respond within three business days to any request for information from the Primary Provider, representative(s) of the Department of State, or the accrediting entity that issued the Primary Provider' accreditation or approval.
- D. **Reasonable Response Time in Regards to Post-Placement or Post-Adoption Reporting -** Supervised Provider or Exempt Provider hereby agrees to provide to the Primary Provider on a timely basis any data that is necessary to comply with Primary Provider's reporting requirements. For the purposes of this agreement, a timely basis shall be 5 business days, or such other time period as the parties agree in writing with respect to the specific information needed to satisfy the reporting requirement.
- E. **Prompt Notice of Change in Suitability** - Supervised Provider or Exempt Provider shall disclose promptly to the Primary Provider any changes in the suitability information required by 22 CFR Part 96, Section 96.35, as described on **Schedule D** attached hereto.

IV. The Primary Provider is providing adoption placement services to the Client Family, including the following:

- A. Primary Provider will work with the Client Family to obtain all materials and assist them in the completion, organization, and finalization of all documentation necessary to receive a referral of a child(ren) for adoption from the foreign country;
- B. Primary Provider will coordinate the delivery of all client documents in the foreign country to appropriate coordinators, governments, and/or officials;

Understood and Agreed

5

Initials _____

05/28/2009

- C. Primary Provider will present the referral package, when applicable, and all referral documentation to the Client Family, and will provide the Client Family with all information on the child referred to them in its physical possession;
- D. Upon acceptance by the Client Family of a referral of child(ren), Primary Provider shall work with the Client Family to advise on what is need for completion, organization, and finalization of all documentation necessary to complete the adoption of the child(ren) from the foreign country;
- E. Primary Provider shall submit to the foreign country all documentation necessary for the Client Family to complete the adoption of the child(ren) from the foreign country;
- F. Primary Provider shall assist the Client Family in completing all documentation necessary for the child(ren) to apply for and acquire an exit visa and gain admission to the United States of America;
- G. Primary Provider will handle, through its coordinators and facilitators, all activities necessary to meet legal requirements relating to hearing and court appearances for the Client Family in the foreign jurisdiction.

V. Primary Provider will provide the following functions relative to the Supervised Provider or Exempt Provider on the Client Family's case:

- A. Primary Provider's Clinical Supervisor will provide to Supervised Provider or Exempt Provider general instructions necessary for the completion of the home study in a format acceptable for submission to the foreign country;
- B. Upon completion of the draft of the home study report and receipt of Client Family's application materials, the Primary Provider's Clinical Supervisor shall review the home study draft and provide specific comments and/or changes to conform to Primary Provider policies and practices and those of the foreign country. After changes are made to the satisfaction of Primary Provider's Clinical Supervisor, Primary Provider's Clinical Supervisor shall approve the home study in writing prior to the Supervised Provider or Exempt Provider putting the Client Family's home study in final format described in paragraph VI, Part C.
- C. If any change will be made to the adoption education curriculum provided to a specific Client Family, the Supervised Provider or Exempt Provider will inform the Primary Provider in writing;
- D. Primary Provider will advise the Supervised Provider or Exempt Provider of details to permit Supervised Provider or Exempt Provider to comply with all applicable requirements for post placement or post adoption reporting or follow-up on the adoption;

- E.** Primary Provider will notify Supervised Provider or Exempt Provider immediately of any and all of the following events:
1. Any changes to state law or regulations which affect Primary Provider's licensing status.
 2. The Client Family's receipt of a referral of a child from the foreign country.
 3. The Client Family's anticipated date of return from the foreign country with a child.
 4. The dates that post placement or post adoption reports are due to be submitted in the foreign country.

VI. Lines of Authority

- A.** The Supervised Provider or Exempt Provider may appoint an employee representative to perform the services contemplated hereunder. With respect to any such representative, the Supervised Provider or Exempt Provider shall provide to Primary Provider the name and title of their designated employee representative.
- B.** The Supervised Provider or Exempt Provider shall report to Primary Provider's Clinical Supervisor with respect to all services contemplated hereunder. The Supervised Provider or Exempt Provider shall submit all draft reports to, and take instruction from Primary Provider's Clinical Supervisor with respect to providing the services required hereunder in accordance with applicable US and foreign law and policy.
- C.** The Supervised Provider or Exempt Provider will comply with the rules 22 CFR 96, **Section 96.47**, as set forth on **Schedule E** attached hereto.
- D.** The Clinical Supervisor shall designate his/her approval of the home study in writing with a statement that the home study:
- (i) includes all of the information required on **Schedule E** attached hereto, and is performed in accordance with 8 CFR 204.3(e), and applicable state law
 - (ii) was performed by an individual who meets the requirements for home study provisions established by 8 CFR 204.3(b).

Understood and Agreed

7

Initials _____

05/28/2009

VII. Compensation

- A. The fees payable to the Supervised Provider or Exempt Provider shall be paid by the Client Family directly to the Supervised Provider or Exempt Provider.
- B. The fees due shall be determined by mutual consent between the Supervised Provider or Exempt Provider and the Client Family directly.

- 1. \$ _____ Home study
- 2. \$ _____ Parent Education
- 3. \$ _____ Post Placement/Post Adoption Reports*

*TO BE PRE-PAID IN ADVANCE OF FAMILY TRAVELING TO FOREIGN COUNTRY TO ENSURE COMPLIANCE AFTER FAMILY RETURNS

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

VIII. Governing Law/Choice of Forum

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Maine and the laws of the United States of America, without respect to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties further agree that the Cumberland County District Court, and the U.S. Federal Court, First Circuit, Portland, Maine, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method evidencing receipt to the last known address of the party.

IX. Termination

This Agreement may be terminated in writing by either party submitting such a letter of termination to the other. Client Family adoption cases in process will be addressed and handled on a case-by-case basis. Primary Provider may terminate this agreement on reasonable notice if Primary Provider has grounds to believe that the Supervised Provider or Exempt Provider is not in compliance with the agreement or the requirements of this section.

Understood and Agreed

Initials _____

X. Headings

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

XI. Entire Understanding

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

XII. Provision of Documents

The Supervised Provider or Exempt Provider hereby agrees to include the following documents along with the return of the completed and signed Partner Agency Agreement to the Primary Provider:

- Proof of the agency's liability insurance
- A copy of the agency's state license(s)

MAPS--PRIMARY PROVIDER

Libby Walch, Hague Compliance Coordinator

Date

Name of Supervised Provider or Exempt Provider

Name of Executive Director

Executive Director's Signature

Date

Name and title of Supervised or Exempt Provider's Agency Representative

Mailing Address of Agency Representative:

Phone Number of Agency Representative: _____

Email Address of Agency Representative: _____

Understood and Agreed

Initials _____

Schedule A

Personnel Qualifications

22 CFR 96

Section 96.45(7) and 96.37

The Supervised Provider meets the following (which are the same personnel qualifications as accredited agencies and approved persons, as provided for in § 96.37), except that the Supervised Provider will be supervised by Primary Provider's Clinical Supervisor.

1. The Supervised Provider only uses employees with appropriate qualifications and credentials to perform, in connection with a Convention adoption, adoption-related social service functions that require the application of clinical skills and judgment (home studies, child background studies, counseling, parent preparation, post-placement, and other similar services).
2. The Supervised Provider's employees meet any State licensing or regulatory requirements for the services they are providing.
3. The Supervised Provider's executive director, the supervisor overseeing a case, or the social service employee providing adoption-related social services that require the application of clinical skills and judgment (home studies, child background studies, counseling, parent preparation, post placement, and other similar services) has experience in the professional delivery of intercountry adoption services.
4. **Supervisors.** The Supervised Provider's social work supervisors have prior experience in family and children's services, adoption, or intercountry adoption and either:
 - (1) A master's degree from an accredited program of social work;
 - (2) A master's degree (or doctorate) in a related human service field, including, but not limited to, psychology, psychiatry, psychiatric nursing, counseling, rehabilitation counseling, or pastoral counseling; or
 - (3) In the case of a social work supervisor who is or was an incumbent at the time the Convention enters into force for the United States, the supervisor has significant skills and experience in intercountry adoption and has regular access for consultation purposes to an individual with the qualifications listed in paragraph (4)(1) or paragraph (4)(2) of this section.

5. **Non-supervisory employees.** The Supervised Provider's non-supervisory employees providing adoption-related social services that require the application of clinical skills and judgment other than home studies or child background studies have either:

- (1) A master's degree from an accredited program of social work or in another human service field; or

Understood and Agreed

11

Initials _____

05/28/2009

- (2) A bachelor's degree from an accredited program of social work; or a combination of a bachelor's degree in any field and prior experience in family and children's services, adoption, or intercountry adoption;

6. **Home studies.** The Supervised Provider's employees who conduct home studies:

- (1) Are authorized or licensed to complete a home study under the laws of the States in which they practice; and
- (2) Meet the CIS requirements for home study preparers in 8 CFR 204.3(b)

Schedule B

Standards of Supervised Providers

22 CFR 96
Section 96.45

The Supervised Provider complies with the following standards:

Prohibition on child-buying (§ 96.36)

- a. Supervised Provider prohibits its employees and agents from giving 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. If permitted or required by the child's country of origin, an Supervised Provider may remit reasonable payments for activities related to the adoption proceedings, prebirth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of child welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.
- b. The Supervised Provider has written policies and procedures in place reflecting the prohibitions above and reinforces them in its employee training programs.

Compensation (§ 96.34)

- a. **No Incentive Fees** - The Supervised Provider does not compensate any individual who provides intercountry adoption services with an incentive fee or contingent fee for each child located or placed for adoption.
- b. **Reasonable compensation** - The Supervised Provider compensates its directors, officers, employees, and supervised providers who provide intercountry adoption services only for services actually rendered and only on a fee-for-service, hourly wage, or salary basis rather than a contingent fee basis.
- c. **Salaries and Fee Systems Only** - The Supervised Provider does not make any payments, promise payment, or give other consideration to any individual directly or indirectly involved in provision of adoption services in a particular case, except for salaries or fees for services actually rendered and reimbursement for costs incurred. This does not prohibit a Supervised Provider from providing in-kind or other donations not intended to influence or affect a particular adoption.
- d. **Fees Not Unreasonably High for D,O, E, SP** - The fees, wages, or salaries paid to the directors, officers, employees, and supervised providers of the Supervised Provider are not

Understood and Agreed

13

Initials _____

05/28/2009

unreasonably high in relation to the services actually rendered, taking into account the country in which the adoption services are provided and norms for compensation within the intercountry adoption community in that country, to the extent that such norms are known to the accrediting entity; the location, number, and qualifications of staff; workload requirements; budget; and size of the Supervised Provider.

- e. **Reasonable Fees** - Any other compensation paid to the Supervised Provider's directors or members of its governing body is not unreasonably high in relation to the services rendered, taking into account the same factors listed in paragraph (d) of this section and its for-profit or nonprofit status.
- f. **Identify all Non-Adoption Vendors for Clients to Accrediting Agency** - The Supervised Provider identifies all vendors to whom clients are referred for non-adoption services and discloses to Primary Provider any corporate or financial arrangements and any family relationships with such vendors.

Employee Training (§ 96.38)

- a. **Comprehensive Training for Newly Hired Employees/Orientation** - The Supervised Provider provides newly hired employees who have adoption-related responsibilities involving the application of clinical skills and judgment (home studies, child background studies, counseling services, parent preparation, post placement and other similar services) with a comprehensive orientation to intercountry adoption that includes training on:
 - 1. **Requirements of Hague** - The requirements of the Convention, the IAA, the regulations implementing the IAA, and other applicable Federal regulations;
 - 2. **Immigration Regulations** - The CIS regulations applicable to the immigration of children adopted from a Convention country;
 - 3. **Foreign Country Adoption Law** - The adoption laws of any Convention country where the Supervised Provider provides adoption services;
 - 4. **State Law** - Relevant State laws;
 - 5. **Ethics and Child Buying Restrictions** - Ethical considerations in intercountry adoption and prohibitions on child-buying;
 - 6. **Mission** - The Supervised Provider's goals, ethical and professional guidelines, organizational lines of accountability, policies, and procedures; and
 - 7. **Cultural Diversity** - The cultural diversity of the population(s) served by the Supervised Provider.

- b. **Initial Training** - In addition to the orientation training required under paragraph (a) of this section, the Supervised Provider provides initial training to newly hired or current employees whose responsibilities include providing adoption-related social services that involve the application of clinical skills and judgment (home studies, child background studies, counseling services, parent preparation, post placement and other similar services) that addresses:
1. ***Foreign Background on Countries*** - The factors in the countries of origin that lead to children needing adoptive families;
 2. ***Grief, Loss, Separation*** - Feelings of separation, grief, and loss experienced by the child with respect to the family of origin;
 3. ***Attachment and post-traumatic stress disorders***;
 4. ***Impact of Abuse*** - Psychological issues facing children who have experienced abuse or neglect and/or whose parents' rights have been terminated because of abuse or neglect;
 5. ***Institutionalization*** - The impact of institutionalization on child development;
 6. ***Outcomes*** for children placed for adoption internationally and the benefits of permanent family placements over other forms of government care;
 7. ***Health*** - The most frequent medical and psychological problems experienced by children from the countries of origin served by the Supervised Provider;
 8. ***Bonding*** - The process of developing emotional ties to an adoptive family;
 9. ***Acculturation and assimilation issues***, including those arising from factors such as race, ethnicity, religion, and culture and the impact of having been adopted internationally; and
 10. ***Child, adolescent, and adult development*** as affected by adoption.
- c. **30 Hours Training/2 Years** - The Supervised Provider ensures that employees who provide adoption-related social services that involve the application of clinical skills and judgment (home studies, child background studies, counseling services, parent preparation, post placement and other similar services) also receive, in addition to the orientation and initial training described in paragraphs (a) and (b) of this section, no less than thirty hours of training every two years, or more if required by State law, on current and emerging adoption practice issues through participation in seminars, conferences, documented distance learning courses, and other similar programs. Continuing education hours required under State law may count toward the thirty hours of training as long as the training is related to current and emerging adoption practice issues.

- d. **Limited Exemptions** - The Supervised Provider exempts newly hired and current employees from elements of the orientation and initial training required in paragraphs (a) and (b) of this section only where the employee has demonstrated experience with intercountry adoption and knowledge of the Convention and the IAA.

Waivers of liability (§ 96.39(d))

The Supervised Provider requires clients to sign a waiver of liability as part of the adoption service contract only where that waiver complies with applicable State law. Any waiver requires is limited and specific, based on risk that have been discussed and explained to the client in the adoption services contract.

Complaints (§ 96.41(a) through (e))

- a. The Supervised Provider has written complaint policies and procedures that incorporate the standard in paragraphs (b) through (e) of this section and provides a copy of such policies and procedures, including information for the Complaint Registry, to client(s) at the time the adoption services contract is signed.
- b. The Supervised Provider permits any birth parent, prospective adoptive parent or adoptive parent, or adoptee to lodge directly with the Supervised Provider signed and dated complaints about any of the services or activities of the Supervised Provider (including its use of supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with the Supervised Provider's response to their complaint.
- c. The Supervised Provider responds in writing to complaints received pursuant to paragraph (b) of this section within thirty days of receipt, and provides expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
- d. The Supervised Provider maintains a written record of each complaint received pursuant to paragraph (b) of this section and the steps taken to investigate and respond to it and makes this record available to the accrediting entity or the Secretary upon request.
- e. The Supervised Provider does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the Supervised Provider's performance; or questioning the conduct of or expressing an opinion about the performance of an Supervised Provider.

Schedule C

Safeguard Data

22 CFR 96

Section 96.45(b)(8) and 96.42

The Supervised Provider shall limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in § 96.42 and as described below:

- a. ***Safe, Lawful Archive*** – The Supervised Provider shall retain or archive adoption records in a safe, secure, and retrievable manner for the period of time required by applicable State law.
- b. ***Non-Identifying Info*** - The Supervised Provider shall make readily available to the adoptee and the adoptive parent(s) upon request all non-identifying information in its custody about the adoptee’s health history or background.
- c. ***Limited Use of Personal Data*** - The Supervised Provider shall ensure that personal data gathered or transmitted in connection with an adoption is used only for the purposes for which the information was gathered and safeguards sensitive individual information.
- d. ***Plan to Transfer Record Custody if Shut Down*** - The Supervised Provider has a plan that is consistent with the provisions of this section, the plan required under § 96.33, and applicable State law for transferring custody of adoption records that are subject to retention or archival requirements to an appropriate custodian, and ensuring the accessibility of those adoption records, in the event that the Supervised Provider ceases to provide or is no longer permitted to provide adoption services under the Convention.
- e. ***Notice of Closure within 30 Days*** - The Supervised Provider shall notify the appropriate Primary Provider in writing within thirty days of the time it ceases to provide or is no longer permitted to provide adoption services and provides information about the transfer of its adoption records.

Understood and Agreed

17

Initials _____

05/28/2009

Schedule D

Suitability to Provide Adoption Services

22 CFR 96

Section 96.35

The Supervised Provider or Exempt Provider hereby states the following with respect to suitability to serve as an adoption service provider by indicating specific deviations in writing below.

I, _____, authorized representative of Supervised Provider or Exempt Provider, hereby disclose the following (as described in § 96.35):

The Supervised Provider or Exempt Provider provides adoption services ethically and in accordance with the Convention's principles of:

- a) **Ensuring that intercountry adoptions take place in the best interests of children; and**
- b) **Preventing the abduction, exploitation, sale, or trafficking of children.**

I, _____, authorized representative of Supervised Provider or Exempt Provider, hereby advise the following with respect to each of the categories set forth below:

INFORMATION FOR AGENCY, UNDER ITS CURRENT OR ANY FORMER NAMES:

If you answer "YES" to any of the following questions, please provide an explanation in our disclosure section, see page 21.

NO YES

- | | | |
|-------|-------|--|
| _____ | _____ | a. <i>Agency Lost Right to Provide Adoption Services</i> - Any instances in which the Supervised Provider or Exempt Provider has lost the right to provide adoption services in any State or country, including the basis for such action(s); |
| _____ | _____ | b. <i>Agency Denied Authority for Adoption Services in US or Abroad</i> - Any instances in which the Supervised Provider or Exempt Provider was debarred or otherwise denied the authority to provide adoption services in any State or country, including the basis and disposition of such action(s); |
| _____ | _____ | c. <i>Licensure Suspensions, Sanctions</i> - Any licensing suspensions for cause or other negative sanctions by oversight bodies against the Supervised Provider or Exempt Provider, including the basis and disposition of such action(s); |
| _____ | _____ | d. <i>Ten Year Disciplinary Record</i> - For the prior ten-year period, any disciplinary action(s) against the Supervised Provider or Exempt Provider by a licensing or accrediting body, including the basis and disposition of such action(s); |
| _____ | _____ | e. <i>10 Year Complaint Record</i> - For the prior ten-year period, any written complaint(s) related to the provision of adoption-related services, including the basis and disposition of such complaints, against the Supervised Provider or |

Understood and Agreed

18

Initials _____

05/28/2009

Exempt Provider filed with any State or Federal or foreign regulatory body and of which the Supervised Provider or Exempt Provider was notified;

NO YES

- _____ _____ f. **10 Year Criminal/Civil Charges** - For the prior ten-year period, any known past or pending investigation(s) (by Federal authorities or by public domestic authorities), criminal charge(s), child abuse charge(s), or lawsuit(s) against the Supervised Provider or Exempt Provider, related to the provision of child welfare or adoption-related services, and the basis and disposition of such action(s).
- _____ _____ g. **10 Year Criminal/Civil Violations** - Any instances where the Supervised Provider or Exempt Provider has been found guilty of any crime under Federal, State, or foreign law or has been found to have committed any civil or administrative violation involving financial irregularities under Federal, State, or foreign law;
- _____ _____ h. **5 Year Bankruptcy Record** - For the prior five-year period, any instances where the Supervised Provider or Exempt Provider has filed for bankruptcy;
- _____ _____ g. **Related Business Activities Contrary to Hague** - Descriptions of any businesses or activities that are inconsistent with the principles of the Convention and that have been or are currently carried out by the Supervised Provider or Exempt Provider, affiliate organizations, or by any organization in which the Supervised Provider or Exempt Provider has an ownership or controlling interest.

INFORMATION ABOUT THE SUPERVISED PROVIDER’S OR EXEMPT PROVIDER’S INDIVIDUAL DIRECTORS, OFFICERS, AND EMPLOYEE’S:

If you answer “YES” to any of the following questions, please provide an explanation in our disclosure section, see page 21.

NO YES

- _____ _____ a. **10 Year Disciplinary Record** - For the prior ten-year period, any conduct by any such individual related to the provision of adoption-related services that was subject to external disciplinary proceeding(s);
- _____ _____ b. **Convictions or Investigations** - Any convictions or current investigations of any such individual who is in a senior management position for acts involving financial irregularities;
- _____ _____ * c. **State Criminal Backgrounds/Child Abuse Checks** - The results of a State criminal background check and a child abuse clearance for any such individual in the United States in a senior management position or who works directly with parent(s) and/or children (unless such checks have been included in the State licensing process); and
- _____ _____ * d. **Completed FBI Form** - A completed FBI Form FD–258 for each such individual in the United States in a senior management position or who works directly with parent(s) and/or children, which the Supervised Provider

Understood and Agreed

Initials _____

must keep on file in case future allegations warrant submission of the form for a Federal criminal background check of any such individual.

** Please note that both Part (c) and (d) noted directly above are required of all Supervised Providers. Each requires a "yes" answer.*

NO YES

- e. **Related Businesses Contrary to Hague** - Descriptions of any businesses or activities that are inconsistent with the principles of the Convention and that are known to have been or are currently carried out by current individual directors, officers, or employees of the Supervised Provider or Exempt Provider.

IF SUPEVISED PROVIDER OR EXEMPT PROVIDER IS AN INDIVIDUAL, NOT AN AGENCY, PLEASE ANSWER THE FOLLOWING:

If you answer "YES" to any of the following questions, please provide an explanation in our disclosure section, see page 21.

NO YES

- * a. **State Criminal Backgrounds/Child Abuse Clearances** - Provides the results of a State criminal background check and a child abuse clearance to the accrediting entity;

- * b. **Completed FBI Form** - Completes and retains a FBI Form FD-258 on file in case future allegations warrant submission of the form for a Federal criminal background check;

** Please note that both Part (a) and (b) noted directly above are required of all Supervised Providers. Each requires a "yes" answer.*

- c. **Lawyer Good Standing Certificate** - If a lawyer, for every jurisdiction in which he or she has ever been admitted to the Bar, provides a certificate of good standing or an explanation of why he or she is not in good standing, accompanied by any relevant documentation and immediately reports to the accrediting entity any disciplinary action considered by a State bar association, regardless of whether the action relates to intercountry adoption; and

- d. **Social Work Good Standing Certificate** - If a social worker, for every jurisdiction in which he or she has been licensed, provides a certificate of good standing or an explanation of why he or she is not in good standing, accompanied by any relevant documentation.

NOTICE OF CHANGE WITHIN 30 DAYS The Supervised Provider or Exempt Provider must disclose any changes to the above within thirty business days of learning of the change.

Understood and Agreed

Initials _____

Schedule E

Home Study Standards

22 CFR 96

Section 96.47

- A. The Supervised Provider or Exempt Provider will ensure that the home study includes the following:**
1. Information about the prospective adoptive parent(s)' identity, eligibility and suitability to adopt, background, family and medical history, social environment, reasons for adoption, ability to undertake an intercountry adoption, and the characteristics of the children for whom the prospective adoptive parent(s) would be qualified to care (specifying in particular whether they are willing and able to care for a child with special needs);
 2. A determination whether the prospective adoptive parent(s) are eligible and suited to adopt;
 3. A statement describing the counseling and training provided to the prospective adoptive parent(s);
 4. The results of a criminal background check on the prospective adoptive parent(s) and any other individual for whom a check is required by 8 CFR 204.3(e);
 5. A full and complete statement of all facts relevant to the eligibility and suitability of the prospective adoptive parent(s) to adopt a child under any specific requirements identified to the Secretary by the Central Authority of the child's country of origin; and
 6. A statement in each copy of the home study that it is a true and accurate copy of the home study that was provided to the prospective adoptive parent(s) or DHS.
- B. The Supervised Provider or Exempt Provider ensures that the home study is performed in accordance with 8 CFR 204.3(e), and any applicable State law.**
- C. The homestudy will be reviewed and approved by Primary Provider's Clinical Supervisor in writing together with the following statements:**
1. Includes all of the information required by paragraph (A) of this section and is performed in accordance with 8 CFR 204.3(e), and applicable State law; and
 2. Was performed by an individual who meets the requirements in § 96.37(f) or, if the individual is an exempted provider, ensures that the individual meets the requirements for home study providers established by 8 CFR 204.3(b).
- D. The Supervised Provider or Exempt Provider takes all appropriate measures to ensure the timely transmission of the same home study that was provided to the prospective adoptive parent(s) or to DHS to the Central Authority of the child's country of origin (or to an alternative authority designated by that Central Authority)**

Understood and Agreed

22

Initials _____

05/28/2009

Schedule F

Parent Training Requirements

22 CFR 96

Section 96.48

and

8 CFR 204.3(e) & 8 CFR 204.3 (b)

- A. The Supervised Provider or Exempt Provider provides prospective adoptive parent(s) with **at least ten hours** (independent of the home study) of preparation and training, as described in paragraphs (b) and (c) of this section, designed to promote a successful intercountry adoption. The Supervised Provider or Exempt Provider provides such training before the prospective adoptive parent(s) travel to adopt the child or the child is placed with the prospective adoptive parent(s) for adoption.
- B. The training provided by the Supervised Provider or Exempt Provider addresses the following topics:
1. The intercountry adoption process, the general characteristics and needs of children awaiting adoption, and the in-country conditions that affect children in the Convention country from which the prospective adoptive parent(s) plan to adopt;
 2. The effects on children of malnutrition, relevant environmental toxins, maternal substance abuse, and of any other known genetic, health, emotional, and developmental risk factors associated with children from the expected country of origin;
 3. Information about the impact on a child of leaving familiar ties and surroundings, as appropriate to the expected age of the child;
 4. Data on institutionalized children and the impact of institutionalization on children, including the effect on children of the length of time spent in an institution and of the type of care provided in the expected country of origin;
 5. Information on attachment disorders and other emotional problems that institutionalized or traumatized children and children with a history of multiple caregivers may experience, before and after their adoption;
 6. Information on the laws and adoption processes of the expected country of origin, including foreseeable delays and impediments to finalization of an adoption;
** (MAPS, as the Primary Provider, will provide the prospective adoptive parent(s) with this information. Any additional training on this topic provided by the Supervised or Exempt Provider will be supplemental and welcomed)*

Understood and Agreed

23

Initials _____

05/28/2009

7. Information on the long-term implications for a family that has become multicultural through intercountry adoption; and
8. An explanation of any reporting requirements associated with Convention adoptions, including any post-placement or post-adoption reports required by the expected country of origin.
** (MAPS, as the Primary Provider, will provide the prospective adoptive parent(s) with this information. Any additional training on this topic provided by the Supervised or Exempt Provider will be supplemental and welcomed)*

C. The Supervised Provider or Exempt Provider also provides the prospective adoptive parent(s) with training that allows them to be as fully prepared as possible for the adoption of a particular child. This includes counseling on:

1. The child's history and cultural, racial, religious, ethnic, and linguistic background;
** (MAPS, as the Primary Provider, will provide the prospective adoptive parent(s) with this information. Any additional training on this topic provided by the Supervised or Exempt Provider will be supplemental and welcomed)*
2. The known health risks in the specific region or country where the child resides; and
3. Any other medical, social, background, birth history, educational data, developmental history, or any other data known about the particular child.
** (MAPS, as the Primary Provider, will provide the prospective adoptive parent(s) with this information. Any additional training on this topic provided by the Supervised or Exempt Provider will be supplemental and welcomed)*

D. The Supervised Provider or Exempt Provider provides such training through appropriate methods, including:

1. Collaboration among agencies or persons to share resources to meet the training needs of prospective adoptive parents;
2. Group seminars offered by the Supervised Provider or other agencies or training entities;
3. Individual counseling sessions;
4. Video, computer-assisted, or distance learning methods using standardized curricula; or

5. In cases where training cannot otherwise be provided, an extended home study process, with a system for evaluating the thoroughness with which the topics have been covered.
- E. The Supervised Provider or Exempt Provider provides additional in-person, individualized counseling and preparation, as needed, to meet the needs of the prospective adoptive parent(s) in light of the particular child to be adopted and his or her special needs, and any other training or counseling needed in light of the child background study or the home study.
 - F. The Supervised Provider or Exempt Provider provides the prospective adoptive parent(s) with information about print, internet, and other resources available for continuing to acquire information about common behavioral, medical, and other issues; connecting with parent support groups, adoption clinics and experts; and seeking appropriate help when needed.
 - G. The Supervised Provider or Exempt Provider exempts prospective adoptive parent(s) from all or part of the training and preparation that would normally be required for a specific adoption only when the Supervised Provider determines that the prospective adoptive parent(s) have received adequate prior training or have prior experience as parent(s) of children adopted from abroad.
 - H. The Supervised Provider or Exempt Provider records the nature and extent of the training and preparation provided to the prospective adoptive parent(s) in the adoption record.

8 CFR 204.3(b)

(b) *Definitions.* As used in this section. The term:

Home study preparer means any party licensed or otherwise authorized under the law of the state of the orphan's proposed residence to conduct the research and preparation for a home study, including the required personal interview(s). This term includes a public agency with authority under that State's law in adoption matters, public or private adoption agencies licensed or otherwise authorized by the laws of that State to place children for adoption, and organizations or individuals licensed or otherwise authorized to conduct the research and preparation for a home study, including the required personal interview(s), under the laws of the State of the orphan's proposed residence. In the case of an orphan whose adoption has been finalized abroad and whose adoptive parents reside abroad, the home study preparer includes any party licensed or otherwise authorized to conduct home studies under the law of any State of the United States, or any party licensed or otherwise authorized by the foreign country's adoption authorities to conduct home studies under the laws of the foreign country.

Understood and Agreed

25

Initials _____

05/28/2009

8 CFR 204(e)

(e) *Home study requirements.* For immigration purposes, a home study is a process for screening and preparing prospective adoptive parents who are interested in adopting an orphan from another country. The home study should be tailored to the particular situation of the prospective adoptive parents: for example, a family which previously has adopted children will require different preparation than a family that has no adopted children. If there are any additional adult members of the prospective adoptive parents' household, the home study must address this fact. The home study preparer must interview any additional adult member of the prospective adoptive parents' household and assess him or her in light of the requirements of paragraphs (e)(1), (e)(2)(i), (iii), (iv), and (v) of this section. A home study must be conducted by a home study preparer, as defined in paragraph (b) of this section. The home study, or the most recent update to the home study, must not be more than six months old at the time the home study is submitted to the Service. Only one copy of the home study must be submitted to the Service. Ordinarily, a home study (or a home study and update as discussed above) will not have to be updated after it has been submitted to the Service unless there is a significant change in the household of the prospective adoptive parents such as a change in residence, marital status, criminal history, financial resources, and/or the addition of one or more children or other dependents to the family prior to the orphan's immigration into the United States. In addition to meeting any State, professional, or agency requirements, a home study must include the following:

(1) *Personal interview(s) and home visit(s).* The home study preparer must conduct at least one interview in person, and at least one home visit, with the prospective adoptive couple or the unmarried prospective adoptive parent. Each additional adult member of the prospective adoptive parents' household must also be interviewed in person at least once. The home study report must state the number of such interviews and visits, and must specify any other contacts with the prospective adoptive parents and any adult member of the prospective adoptive parents' household.

(2) *Assessment of the capabilities of the prospective adoptive parents to properly parent the orphan.* The home study must include a discussion of the following areas:

(i) *Assessment of the physical, mental, and emotional capabilities of the prospective adoptive parents to properly parent the orphan.* The home study preparer must make an initial assessment of how the physical, mental, and emotional health of the prospective adoptive parents would affect their ability to properly care for the prospective orphan. If the home study preparer determines that there are areas beyond his or her expertise which need to be addressed, he or she shall refer the prospective adoptive parents to an appropriate licensed professional, such as a physician, psychiatrist, clinical psychologist, or clinical social worker for an evaluation. Some problems may not necessarily disqualify applicants. For example, certain physical limitations may indicate which categories of children may be most appropriately placed with certain prospective adoptive parents. Certain mental and emotional health problems may be successfully treated. The home study must include the home study preparer's

Understood and Agreed

26

Initials _____

05/28/2009

assessment of any such potential problem areas, a copy of any outside evaluation(s), and the home study preparer's recommended restrictions, if any, on the characteristics of the child to be placed in the home. Additionally, the home study preparer must apply the requirements of this paragraph to each adult member of the prospective adoptive parents' household.

(ii) *Assessment of the finances of the prospective adoptive parents.* The financial assessment must include a description of the income, financial resources, debts, and expenses of the prospective adoptive parents. A statement concerning the evidence that was considered to verify the source and amount of income and financial resources must be included. Any income designated for the support of one or more children in the care and custody of the prospective adoptive parents, such as funds for foster care, or any income designated for the support of another member of the household must not be counted towards the financial resources available for the support of a prospective orphan. The Service will not routinely require a detailed financial statement or supporting financial documents. However, should the need arise, the Service reserves the right to ask for such detailed documentation.

(iii) *History of abuse and/or violence—(A) Screening for abuse and violence—1) Checking available child abuse registries.* The home study preparer must ensure that a check of each prospective adoptive parent and each adult member of the prospective adoptive parents' household has been made with available child abuse registries and must include in the home study the results of the checks including, if applicable, a report that no record was found to exist. Depending on the access allowed by the state of proposed residence of the orphan, the home study preparer must take one of the following courses of action:

(i) If the home study preparer is allowed access to information from the child abuse registries, he or she shall make the appropriate checks for each of the prospective adoptive parents and for each adult member of the prospective adoptive parents' household;

(ii) If the State requires the home study preparer to secure permission from each of the prospective adoptive parents and for each adult member of the prospective adoptive parents' household before gaining access to information in such registries, the home study preparer must secure such permission from those individuals, and make the appropriate checks;

(iii) If the State will only release information directly to each of the prospective adoptive parents and directly to the adult member of the prospective adoptive parents' household, those individuals must secure such information and provide it to the home study preparer. The home study preparer must include the results of these checks in the home study;

(iv) If the State will not release information to either the home study preparer or the prospective adoptive parents and the adult members of the prospective adoptive parents' household, this must be noted in the home study; or

Understood and Agreed

27

Initials _____

05/28/2009

(v) If the State does not have a child abuse registry, this must be noted in the home study.

(2) *Inquiring about abuse and violence.* The home study preparer must ask each prospective adoptive parent whether he or she has a history of substance abuse, sexual or child abuse, or domestic violence, even if it did not result in an arrest or conviction. The home study preparer must include each prospective adoptive parent's response to the questions regarding abuse and violence. Additionally, the home study preparer must apply the requirements of this paragraph to each adult member of the prospective adoptive parents' household.

(B) *Information concerning history of abuse and/or violence.* If the petitioner and/or spouse, if married, disclose(s) any history of abuse and/or violence as set forth in paragraph (e)(2)(iii)(A) of this section, or if, in the absence of such disclosure, the home study preparer becomes aware of any of the foregoing, the home study report must contain an evaluation of the suitability of the home for adoptive placement of an orphan in light of this history. This evaluation must include information concerning all arrests or convictions or history of substance abuse, sexual or child abuse, and/or domestic violence and the date of each occurrence. A certified copy of the documentation showing the final disposition of each incident, which resulted in arrest, indictment, conviction, and/or any other judicial or administrative action, must accompany the home study. Additionally, the prospective adoptive parent must submit a signed statement giving details including mitigating circumstances, if any, about each incident. The home study preparer must apply the requirements of this paragraph to each adult member of the prospective adoptive parents' household.

(C) *Evidence of rehabilitation.* If a prospective adoptive parent has a history of substance abuse, sexual or child abuse, and/or domestic violence, the home study preparer may, nevertheless, make a favorable finding if the prospective adoptive parent has demonstrated appropriate rehabilitation. In such a case, a discussion of such rehabilitation which demonstrates that the prospective adoptive parent is and will be able to provide proper care for the orphan must be included in the home study. Evidence of rehabilitation may include an evaluation of the seriousness of the arrest(s), conviction(s), or history of abuse, the number of such incidents, the length of time since the last incident, and any type of counseling or rehabilitation programs which have been successfully completed. Evidence of rehabilitation may also be provided by an appropriate licensed professional, such as a psychiatrist, clinical psychologist, or clinical social worker. The home study report must include all facts and circumstances which the home study preparer has considered, as well as the preparer's reasons for a favorable decision regarding the prospective adoptive parent. Additionally, if any adult member of the prospective adoptive parents' household has a history of substance abuse, sexual or child abuse, and/or domestic violence, the home study preparer must apply the requirements of this paragraph to that adult member of the prospective adoptive parents' household.

(D) *Failure to disclose or cooperate.* Failure to disclose an arrest, conviction, or history of substance abuse, sexual or child abuse, and/or domestic violence by the prospective adoptive parents or an adult member of the prospective adoptive parents' household to the home study preparer and to the

Understood and Agreed

28

Initials _____

05/28/2009

Service, may result in the denial of the advanced processing application or, if applicable, the application and orphan petition, pursuant to paragraph (h)(4) of this section. Failure by the prospective adoptive parents or an adult member of the prospective adoptive parents' household to cooperate in having available child abuse registries in accordance with paragraphs (e)(2)(iii)(A)(1) and (e)(2)(iii)(A)(1)(i) through (e)(2)(iii)(A)(1)(iii) of this section will result in the denial of the advanced processing application or, if applicable, the application and orphan petition, pursuant to paragraph (h)(4) of this section.

(iv) *Previous rejection for adoption or prior unfavorable home study.* The home study preparer must ask each prospective adoptive parent whether he or she previously has been rejected as a prospective adoptive parent or has been the subject of an unfavorable home study, and must include each prospective adoptive parent's response to this question in the home study report. If a prospective adoptive parent previously has been rejected or found to be unsuitable, the reasons for such a finding must be set forth as well as the reason(s) why he or she is not being favorably considered as a prospective adoptive parent. A copy of each previous rejection and/or unfavorable home study must be attached to the favorable home study. Additionally, the home study preparer must apply the requirements of this paragraph to each adult member of the prospective adoptive parents' household.

(v) *Criminal history.* The prospective adoptive parents and the adult members of the prospective adoptive parents' household are expected to disclose to the home study preparer and the Service any history of arrest and/or conviction early in the advanced processing procedure. Failure to do so may result in denial pursuant to paragraph (h)(4) of this section or in delays. Early disclosure provides the prospective adoptive parents with the best opportunity to gather and present evidence, and it gives the home study preparer and the Service the opportunity to properly evaluate the criminal record in light of such evidence. When such information is not presented early in the process, it comes to light when the fingerprint checks are received by the Service. By that time, the prospective adoptive parents are usually well into preadoption proceedings of identifying a child and may even have firm travel plans. At times, the travel plans have to be rescheduled while the issues raised by the criminal record are addressed. It is in the best interests of all parties to have any criminal records disclosed and resolved early in the process.

(3) *Living accommodations.* The home study must include a detailed description of the living accommodations where the prospective adoptive parents currently reside. If the prospective adoptive parents are planning to move, the home study must include a description of the living accommodations where the child will reside with the prospective adoptive parents, if known. If the prospective adoptive parents are residing abroad at the time of the home study, the home study must include a description of the living accommodations where the child will reside in the United States with the prospective adoptive parents, if known. Each description must include an assessment of the suitability of accommodations for a child and a determination whether such space meets applicable State requirements, if any.

(4) *Handicapped or special needs orphan.* A home study conducted in conjunction with the proposed adoption of a special needs or handicapped orphan must contain a discussion of the prospective adoptive parents' preparation, willingness, and ability to provide proper care for such an orphan.

(5) *Summary of the counseling given and plans for post-placement counseling.* The home study must include a summary of the counseling given to prepare the prospective adoptive parents for an international adoption and any plans for post-placement counseling. Such preadoption counseling must include a discussion of the processing, expenses, difficulties, and delays associated with international adoptions.

(6) *Specific approval of the prospective adoptive parents for adoption.* If the home study preparer's findings are favorable, the home study must contain his or her specific approval of the prospective adoptive parents for adoption and a discussion of the reasons for such approval. The home study must include the number of orphans which the prospective adoptive parents may adopt. The home study must state whether there are any specific restrictions to the adoption such as nationality, age, or gender of the orphan. If the home study preparer has approved the prospective parents for a handicapped or special needs adoption, this fact must be clearly stated.

(7) *Home study preparer's certification and statement of authority to conduct home studies.* The home study must include a statement in which the home study preparer certifies that he or she is licensed or otherwise authorized by the State of the orphan's proposed residence to research and prepare home studies. In the case of an orphan whose adoption was finalized abroad and whose adoptive parents reside abroad, the home study preparer must certify that he or she is licensed or otherwise authorized to conduct home studies under the law of any State of the United States, or authorized by the adoption authorities of the foreign country to conduct home studies under the laws of the foreign country. In every case, this statement must cite the State or country under whose authority the home study preparer is licensed or authorized, the specific law or regulation authorizing the preparer to conduct home studies, the license number, if any, and the expiration date, if any, of this authorization or license.

(8) *Review of home study.* If the prospective adoptive parents reside in a State which requires the State to review the home study, such a review must occur and be documented before the home study is submitted to the Service. If the prospective adoptive parents reside abroad, an appropriate public or private adoption agency licensed, or otherwise authorized, by any State of the United States to place children for adoption, must review and favorably recommend the home study before it is submitted to the Service.

(9) *Home study updates and amendments—(i) Updates.* If the home study is more than six months old at the time it would be submitted to the Service, the prospective adoptive parents must ensure that it is updated by a home study preparer before it is submitted to the Service. Each update must include screening in accordance with paragraphs (e)(2)(iii) (A) and (B) of this section.

Understood and Agreed

30

Initials _____

05/28/2009

(ii) *Amendments.* If there have been any significant changes, such as a change in the residence of the prospective adoptive parents, marital status, criminal history, financial resources, and/or the addition of one or more children or other dependents to the family, the prospective adoptive parents must ensure that the home study is amended by a home study preparer to reflect any such changes. If the orphan's proposed State of residence has changed, the home study amendment must contain a recommendation in accordance with paragraph (e)(8) of this section, if required by State law. Any preadoption requirements of the new State must be complied with in the case of an orphan coming to the United States to be adopted.

(10) *"Grandfather" provision for home study.* A home study properly completed in conformance with the regulations in force prior to September 30, 1994, shall be considered acceptable if submitted to the Service within 90 days of September 30, 1994. Any such home study accepted under this "grandfather" provision must include screening in accordance with paragraphs (e)(2)(iii) (A) and (B) of this section. Additionally, any such home study submitted under this "grandfather" provision which is more than six months old at the time of its submission must be amended or updated pursuant to the requirements of paragraph (e)(9) of this section.

Understood and Agreed

31

Initials _____

05/28/2009

Schedule G

Post-Placement/Post-Adoption Crisis Plan

Post-Placement/Post-Adoption:

MAPS recognizes its obligation as a child placing agency to continue to provide services beyond the date that the adoption placement is completed. MAPS is available for post-placement and post-adoption services, including counseling, support and referral services, at any time at the request of the adoptive family or child. Under some circumstances, there may be a fee for services which will be agreed to prior to said services being provided, unless a signed contract has been executed regarding said services. To the extent that an adoptive family resides outside of the MAPS service area, the supervised provider social services agency will be responsible for providing the services to the family on a local basis. The term "Agencies" as used in this paragraph shall refer to MAPS, and any supervised provider or exempt provider on a local basis in areas outside of its general service area.

Post Placement:

In cases where the child arrives in the United States with guardianship of the child, rather than a full and final adoptive order from the foreign country (such as a guardianship pre-adoption case from India), services provided by the Agencies to the family, after the family returns to the United States and prior to finalization in the United States are classified as post-placement services. In all post-placement cases, the adoptive family will have received an IR-4 visa permitting entry of the child into the United States under the guardianship and care of the adoptive family. The responsibilities of the Agencies in post-placement cases are heightened.

Specifically, in post-placement cases, the Agencies are required to provide post-placement monitoring and reporting under the laws of the state of residence and the foreign country. Therefore, the Agencies shall provide such services until a final adoption of the child has been acquired in the United States, and, thereafter, according to the law and procedure of the foreign country. The Agencies must also take steps to ensure that the final adoption order in the United States is sought by prospective adoptive parents and notice provided of such entry to the Department of State. All reporting and notifications concerning the family should be made by the Supervised Provider to MAPS, who will in turn notify the applicable foreign or United States government entities.

Post-Adoption Cases:

In cases where the child arrives in the United States with a full and final adoption order, services provided by the Agencies are classified as post-adoption services.

In most cases, families who arrive in the United States with a full and final adoption order will have received an IR-3 visa. However, it is important to note that there may be circumstances where a family with a full and final adoption order receives an IR-4 visa.

Understood and Agreed

32

Initials _____

05/28/2009

(Example-the family returned from China with a full and final adoption order but one of the parents was unable to travel; therefore, CIS issued the child an IR-4 visa; Guatemala is another example.) *The existence of a full and final adoptive order-not the type of visa the family receives-will determine whether the Agencies are to provide the adoptive family with post-placement versus post-adoption supervision.*

In post-adoption where the family receives an IR-4 visa, it is important that the Agencies take steps to ensure that the adoptive parents seek a final adoption order in the United States to assure that the child acquires U.S. citizenship.

The responsibilities of the Agencies are to use their best efforts to comply with the post-adoption monitoring and reporting requirements of the foreign country. To ensure client compliance and cooperation with this important obligation, MAPS will collect all fees for such reports in advance of the client family traveling overseas.

Disruption:

If the adoption process is interrupted in a post-placement case prior to finalization in the United States, the situation is classified as a disruption case.

Dissolution:

If an adoption that was full and final in the foreign country is interrupted after the family returns to the United States, the situation is classified as dissolution. In the event of dissolution, the adoptive family remains legally and financially responsible for the child until the child is adopted by another family. The crisis plan for this type of situation is set forth below.

Crisis Situations:

It is the responsibility of the adoptive parents to inform the Agencies of any serious problems or concerns so that appropriate interventions aimed at ensuring the permanence of the placement can be made as early as possible. Dissolution/disruption of an adoption should only be considered after all other possible interventions have been tried and failed. The welfare and best interest of the child must remain the primary concern when working with families in crisis. If an adoption is in crisis, the Agencies will take the following steps:

1. Upon notification by the adoptive parent that the placement is in crisis during either the post-placement or post-adoption stages, MAPS and any Supervised Provider or Exempt Provider shall collaborate immediately on the status of the case to make an initial assessment.
2. The social worker assigned to the case will immediately schedule a face to face visit in the adoptive home to make an assessment. This visit should take place within 24 hours of the initial contact from the adoptive family about the crisis.
3. The social worker will immediately notify his/her supervisor and MAPS of the crisis situation.

Understood and Agreed

33

Initials _____

05/28/2009

4. If there is immediate concern for the safety of the child, the social worker must contact MAPS and state Child Protective Services immediately and shall collaborate in assisting to identify appropriate respite care.
5. Within 24 hours after the initial call from the family, the social worker will meet with the family to make an assessment, offer counseling and support, and to determine if the safety of the child or any family member is at risk. The social worker's assessment will include a detailed description of the issues that are threatening the placement; a detailed description of the interventions the family has tried; a determination as to whether this is a temporary crisis or an on-going situation; an evaluation of the adoptive parent's commitment to the child and the placement; evaluation of the child's welfare and safety under current conditions in this placement; and copies of any professional reports, evaluations or recommendations.
6. If the assessment indicates that neither the child nor any family member is at risk, the social worker shall assist the family in developing a plan for the child which shall include professional counseling, evaluations and interventions.
7. Social worker shall assist the family in identifying resources that will enable them to continue to parent their child, if appropriate.
8. If intervention is not successful and it is determined that remaining in the family does not serve the best interests of the child the social worker and MAPS will assist the family in making a plan for the child and in understanding their legal and financial responsibilities if they cannot continue to parent this child.
9. MAPS shall send the family a disruption acknowledgement letter and "release of information" agreement with instructions to the family to sign and return immediately.
10. The social worker shall send a Power of Attorney to the family for the identified respite family. A copy should be sent to MAPS.
11. The family should be advised to seek legal counsel in order to understand their legal and financial responsibilities, if they cannot continue to parent the adopted child. (Example-relevant state laws to disruption of an adoption).
12. The social worker shall obtain all available medical, social and psychological information on the child to assist in making a determination as to the appropriateness of seeking an alternative permanent adoptive placement.
13. The social worker shall inform MAPS of the status of the situation and draft a case management plan with MAPS' input.
14. If appropriate, the Agencies together will search for an adoptive family that can meet the child's needs.
15. All medical, social, and psychological information available shall be shared with new potential adoptive parents.

16. If a family is identified, pre-placement visits will be held under the supervision of the supervised or exempt provider's social worker to determine if the match is appropriate.
17. MAPS shall consider the child's wishes and consent when appropriate in light of child's age, maturity and state law.
18. The Agenc(ies) shall only accept relinquishments from the original adoptive family if the child can be placed for adoption with another family, and such family has committed to the placement. Relinquishments will be accepted if and only if it is determined that it is in the best interest of the child to be placed in another adoptive home and if the child is appropriate for adoption by another family. Relinquishments are not accepted to relieve the original adoptive family of legal or financial responsibility for the child., but are only made when and if it is in the best interest of the child.
19. If the child cannot be placed in another adoptive home, the supervised provider and MAPS will assist the adoptive family in seeking to identify an appropriate alternate placement. Alternate placements may be with a relative, an approved foster home, a group home or a therapeutic or residential setting or the state child protective services foster care system.
20. Until a legal transfer of custody occurs, the original adoptive family remains financially and legally responsible for the child and for all of the expenses of caring for the child in whatever pre-adoptive placement is made. This includes all medical costs, therapy, counseling, residential or in-patient treatment facilities, legal expenses, and respite care.
21. The social worker will provide support to the family and child throughout the crisis situation. If the crisis leads to the child being placed outside of the adoptive home, either in a new adoptive home or in another setting, the social worker will provide, if asked, on-going counseling to the family and child to help ease the transition.
22. MAPS will continue to be available to adoptive parents and the child at Any point in the future, in support capacity, if asked.
23. MAPS will notify the Central Authority of the child's country of origin regarding details of any changes in the placement of an adopted child.

Neither of the Agencies shall make arrangements to return a child from the U.S. to the child's country of origin whose adoption was dissolved or disrupted without written approval from MAPS and the applicable foreign governmental authorities.

Schedule H

Post-Placement/Post-Adoption Reporting Requirements

	<u>How Many Reports?</u>	<u>Done by Client or SW?</u>	<u>Special Format?</u>	<u>Authentication Required?</u>	<u>How Many Photos?</u>
<u>China</u>	4 reports due at 1, 3, 6, 12 months	All social worker generated	Yes, as dictated by the CCAA	Notarization	6 captioned color photos
<u>India</u>	4 reports due at 1, 2, 4, 6 months	All social worker generated	No	Notarization	10-12 color doubles*
<u>Kazakhstan</u>	3 reports due at 6 weeks, 3.5 & 5.5 months	All social worker generated	No	Notarization & Apostille	8-10 color doubles*
<u>Nepal</u>	4 reports at 1, 2, 4, 6 months	All social worker generated	No	Notarization	8-10 color doubles*
<u>Russia</u>	4 reports at 6, 12, 24, 36 months	All social worker generated	Yes, as dictated by the Ministry	Notarization & Apostille	8-10 color doubles*

* singles if emailed

Understood and Agreed

36

Initials _____

05/28/2009