



EVOLVE Adoption & Family Services

Hague accredited, licensed non-profit child-placing agency

For Office Use Only:	Date Received:	Case #:	Office Assigned:
----------------------	----------------	---------	------------------

RELATIVE/KIN FOSTER CARE APPLICATION and SERVICES CONTRACT

APPLICANTS

Applicant #1:

First	Middle	Last	Pronouns
-------	--------	------	----------

Applicant #2:

First	Middle	Last	Pronouns
-------	--------	------	----------

Indicate your previous or current adoption/foster/daycare and agency contact.

		Yes	No			Yes	No
ADOPTION				FOSTER/DAYCARE			
Registered with another agency.....	<input type="checkbox"/>		<input type="checkbox"/>	Applied to be a licensed foster parent/daycare provider	<input type="checkbox"/>		<input type="checkbox"/>
Submitted an application to another agency.....	<input type="checkbox"/>		<input type="checkbox"/>	Currently licensed foster parent/daycare provider.....	<input type="checkbox"/>		<input type="checkbox"/>
Adopted a child using another agency.....	<input type="checkbox"/>		<input type="checkbox"/>	Previously licensed as a foster parent/daycare provider	<input type="checkbox"/>		<input type="checkbox"/>
Previously applied to our agency	<input type="checkbox"/>		<input type="checkbox"/>	If yes to any above, your current status	Open <input type="checkbox"/>		Closed <input type="checkbox"/>
If yes to any above, your current status.....				Open <input type="checkbox"/>			Closed <input type="checkbox"/>

Have you had prior or current financial, contractual or volunteer relationship(s) with our agency? Yes No

If yes, please explain: _____.

If you have had a previous adoption/foster/daycare home study(s), EVOLVE will request a copy. Please complete with current or former adoption/foster/daycare contact information:

Social Worker: _____

Name of Agency/County: _____

Address: _____

Street City State Zip

Phone: _____ E-mail: _____

Date study began: _____ Date study was concluded: _____

Were you recommended for an adoption/foster care: Yes No If not, why: _____



Falsification or omission of information is grounds to stop the adoption/foster care process at any stage. Please make sure that all applicants have reviewed the information before signing.

ADOPTION/FOSTER CARE SERVICES CONTRACT AND DISCLOSURE STATEMENT

This contract for services defines the relationship between EVOLVE Adoption & Family Services (EVOLVE) and the clients. It includes agency information, policies and practices, service and fee disclosure and requirements of the state, federal and international laws with regard to adoption/foster care.

AGENCY INFORMATION:

EVOLVE Adoption & Family Services is a private, non-profit adoption and family support agency serving Minnesota and western Wisconsin. The vision and mission of our agency is: A world where everyone has nurturing, permanent, and supportive family relationships. We accomplish this by providing ethical, high quality adoption programs, pregnancy services, child focused recruitment, family support and therapeutic services.

The idea of "family" is evolving every day. We understand that each situation is unique, personal, and significant, and we treat it as such. As families transform, we are committed to everyone, regardless of race, religion, age, economic status, sexual orientation, gender identity, gender expression or marital status. Our staff is dedicated to helping families throughout the entire adoption and foster care process, supporting them in their transitions, and preparing them for life as a family.

EVOLVE Adoption & Family Services was formed in the summer of 2014 through a union of two strong, growing agencies each with over 40 years of adoption and family support experience: Crossroads Adoption Services and HOPE Adoption & Family Services. Although EVOLVE's past is brief, it carries over 40 years of rich, inspiring history from the two agencies who formed it.

SERVICES EVOLVE'S FOSTER CARE PROGRAM PROVIDES:

To youth in care and adoptees

- Child focused recruitment
- Social and Medical Histories
- Supervision of adoption and foster care placements
- Attachment resources and other referral services
- Adoption/foster care preparation
- Adopted youth advocacy and support
- Assistance to adoptees who request search services including help finding their records and reunification

To Foster Providers

- Minnesota Foster care and Adoptive home studies
- Orientation, training and education on foster care, special needs parenting and adoption issues
- Assistance completing required background checks, paperwork and maintaining the foster care license
- Maintenance of all reporting and record keeping requirements
- Facilitation of meetings with county workers, birth parents, and other members of the child's team
- Assistance in gathering and providing available social and medical information regarding the child
- Aid in transitioning the child into and out of the placement
- Ongoing support once a child is placed, including monthly visits and regular phone/email contact
- Case management, advocacy and crisis response services
- Support groups for foster care parents
- Referrals to appropriate resources
- Counseling for foster parents over the life cycle

To Pre-adoptive/Adoptive Parents

- Minnesota Adoption/foster care studies
- Orientation, training and education on foster care and adoption related challenges and special needs parenting.
- Assistance completing required background checks, paperwork and maintaining the foster care license
- Maintenance of all reporting and record keeping requirements
- Facilitation of meetings with county workers, mental health and school providers for children, and current/past foster providers
- Assistance in gathering and providing available social and medical information regarding the child
- Aid in transitioning the child into the home
- Post placement/post adoption visits after the child is placed in the home
- Support groups for adoptive parents
- Case management, advocacy and crisis response services
- Support groups for foster care parents
- Referrals to appropriate resources

ETHICAL/RESPECTFUL BEHAVIOR

EVOLVE staff members comply with ethical standards prescribed by the social work profession, MN and WI State Rules, the Intercountry Adoption Accreditation and Maintenance Entity, and the Hague Treaty on International Adoption. All EVOLVE staff members agree to treat clients in a respectful, calm manner. They will refrain from the use of derogatory or profane language towards a client in all forms of communication. Services will be provided in a non-coercive manner. Any client faced with inappropriate behavior by a staff person, other applicant, or outside organization representative is advised to leave the situation and notify the EVOLVE Programs Director as soon as possible. No client will be subjected to physical or verbal abuse, nor asked to participate in any form of unethical behavior.

Clients agree to treat staff members in a respectful, calm manner. Any staff person faced with inappropriate behavior by a client is advised to leave the situation as soon as possible and notify a supervisor. No employee may be subjected to either physical or verbal abuse without serious consequences for the client. At a minimum, the client will have to meet with staff to discuss the behavior. Clients who use inappropriate behavior, verbal or physical abuse, use personally derogatory or profane language, or who threaten inappropriate actions against the agency or particular staff members may lose their right to foster or adopt through EVOLVE. Language or actions that are racist, homophobic, sexist or otherwise disparaging of a group or individual is not tolerated. These types of actions demonstrate an inability to deal with anger, frustration, conflict, or an inability to support a prospective child(ren)'s identity within your home. This type of behavior can have serious impact to other persons, including children and raises concern in regards to parenting abilities. This type of behavior could result in corrective action, which may include required training, psychological assessments, anger management classes, therapy, etc. This may also result in being placed on hold or delay in your process. EVOLVE reserves the right to discontinue services or placement, potentially resulting in a denial or revocation of your approval.

EQUAL OPPORTUNITY STATEMENT

EVOLVE Adoption & Family Services is committed to a policy of equal opportunity for all persons. It is the policy of the agency, in recognition of the essential rights of all children and individuals, to provide agency services and employ staff without regard to race, creed, color, sex, sexual orientation, gender identity, gender expression, union or political affiliation, religion, national origin, citizenship status, age, marital status, disability or reliance on public assistance except where a bonafide qualification exists. In keeping with this policy, families who wish to be considered as a permanent adoptive resource for a child will have limited eligibility requirements. The following are parameters to be used in determining a family's eligibility for a program:

- Ability to complete an approved Home Study Assessment.
- Ability to meet requirements set forth by the specific state or country of residence for the adoptive/foster family and adoptive/foster child, and the placing entity.
- Ability to meet the basic financial, emotional, physical, psychological, behavioral, and educational needs of a child who enters their home.
- Be free of any medical issues that would prohibit their ability to meet the needs of a child.

PLACEMENT

We place children with foster families ranging in age from newborn to 18 years of age, including single children and sibling groups. Children in need of placement have a range of mental and behavioral health needs ranging from mild to severe special needs, including, children with physical, emotional, cognitive, and/or behavioral needs. Children are referred through county partnerships.

The average length of time between the foster care licensure and placement of a child(ren) is about 6-8 months. **The estimated waiting time is strictly an average. The length of wait depends greatly on the openness of needs and age ranges a family chooses to pursue. Being licensed for foster care does not guarantee placement.**

Clients must understand that there are risks inherent with foster care. Foster care can be a long and difficult process and EVOLVE cannot predict nor guarantee the amount of time, effort, money or hardship which may result from a family's desire to adopt or provide foster care for a child. Due to circumstances beyond the control of EVOLVE or any agency, the possibility exists that the adoption/foster care process could be discontinued by governmental action, judicial decrees or the action of individuals, including birth parents or foreign nationals. Under such circumstances, it may have been necessary to advance funds to accomplish adoption/foster care objectives and those funds already used will not be recovered. Please check with the program agency for details on fee timing and refund policies.

Upon the referral of a child, EVOLVE will allow the client adequate time determined by their program, to decide whether to accept the referral. Clients have the right to accept or not accept the referral of a specific child or sibling group. EVOLVE agrees to share all available non-identifying information it receives about the child or sibling group, including genetic history, health and social history, and circumstances leading to the need for an adoptive/foster care home. Clients understand that EVOLVE cannot guarantee the accuracy and completeness of the information on the child or their background. Clients have the responsibility to become knowledgeable about how that child's past experiences may affect the child's present and future well-being.

Despite information to the contrary, the child, when placed in your home, may have some undiagnosed physical, cognitive, emotional or behavioral problems which become evident at a later date.

The following information is available on request:

- The number of adoption/foster care placements facilitated by EVOLVE per year for the prior three calendar years, and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved at the time the information is provided;
- The number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years, and
- The current number of children in need of foster and/or adoptive placements in the state of Minnesota.

HOME STUDY (ASSESSMENT) PROCESS:

We begin with the assumption that each applicant will become an adoptive/foster parent. The adoption/foster care process is an active process which allows the adoption/foster care workers to assess the applicant's basic ability to parent. Additionally, this process is an opportunity to educate the applicants about child rearing and parenting a child who has joined their family through foster care, as well as the impact that out of home placement will have on their family. Once a completed EVOLVE application is received, a manager will contact the applicant(s) within 10 working days to assess the application. Acceptance of the EVOLVE application means that EVOLVE has agreed to assess the clients and that the home study assessment process can begin. EVOLVE agrees to provide written documentation of acceptance or non-acceptance. The home study assessment will include, among other issues, the client's motivation for adopting/fostering a child, understanding of and sensitivity to cultural differences, and ability to parent a child who may be of another heritage and/or have a special need. It is the policy of EVOLVE Family Services to follow MN Statute regarding actively supporting LGBTQ+ youth. Your family worker will discuss with you and assess your openness to supporting LGBTQ+ youth during the home study assessment process. If families are unsupportive of parenting LGBTQ+ youth, the agency reserves the right to deny an application for child foster care.

The home study assessment process usually takes families 3-6 months to complete. This timeframe is highly dependent on the family's ability to complete paperwork, availability to meet with their worker and attend trainings. If the agency has not heard from a family after three consecutive attempts to connect during the home study process, the agency reserves the right to close your file. The agency will submit a case closing letter at that time to notify the family of their closing.

During the adoption/foster care home study process, EVOLVE provides counseling and assessment as the client progresses through the requirements for the program they have chosen. EVOLVE provides adoption/foster care education and training to all prospective adoptive/foster parents to promote successful adoptive and foster placements. The education program consists of group orientation and training conducted by EVOLVE, reading materials, training/orientation provided by the adoption/foster worker during individual sessions, and self-study activities that contribute to the prospective parents' adoption/foster care knowledge. The education program meets all state, federal, country and Hague Convention requirements. EVOLVE ensures that clients participate in education and training as required by their chosen program.

Clients are required to share complete and accurate information to EVOLVE about themselves and any household members regarding any physical, mental, emotional and psychological health history, criminal history, history of substance abuse, sexual or child abuse, family violence or any significant information. Clients are also required to disclose any previous or current associations with other foster care/adoption agencies, counties or any other child placing entities. Clients understand that they may only have one active home study through EVOLVE and may not have another active home study with another agency or county for child placement via adoption, foster or respite care. The client will terminate (in writing) associations with other agencies prior to beginning work with EVOLVE. Clients must also disclose changes in home address, household members, pregnancies, births, marital status, income and employment. Clients have a duty to disclose any change to this information as it occurs and as soon as they are aware of the change during the foster care/adoption process. Confirmed pregnancies may impact the process and may result in closing your application/child foster care license, being placed on hold, or being unavailable for placement. EVOLVE considers each families unique situation placing the best interest of foster children first. Clients understand that if they have not shared criminal, medical, psychological or other significant information, including but not limited to the items described above with the agency, the agency has the right to discontinue services. Clients may choose not to participate in a recommended evaluation, counseling, training or education; however, non-participation may result in the agency's denial or withdrawal of its approval of the prospective adoptive or foster parents. EVOLVE will send its licensing recommendation to DHS within 20 days of completion of all required materials.

ANNUAL UPDATES/RENEWAL POLICY:

Minnesota requires every license holder to renew their license annually or biennially depending on their licensure year. EVOLVE will send your relicensing materials three months in advance of the expiration of your license. Every applicant's license expiration date can be found on their child foster care license. It is the policy of EVOLVE Adoption & Family Services that applicants submit their relicensing packet to the agency one month prior to expiration. In addition, applicants will need to schedule their relicensing home visit at least one month prior to the expiration of the license. If the agency has not received any of the relicensing materials and/or has not been in communication in accordance with the above timeline regarding the relicensing process, EVOLVE holds the right to close the child foster care license and file at the time of license expiration.

Home Study Updates are required for the following situations: employment status, if it significantly impacts the family's availability or type of care they can provide, change of residence, history of arrest, child abuse, substance use, domestic violence, and changes in family composition, including relationship status. It is up to EVOLVE's discretion if there are additional changes that warrant a home study update.

If a client does not participate in the update process, this could result in corrective or negative action and EVOLVE retains the right to close their family and Child Foster Care license at that time. Applicants can expect written confirmation of renewal after the completion of your renewal/update.

POST PLACEMENT SERVICES:

EVOLVE provides post placement/post adoption supervision and monitoring to clients as required by the state of Minnesota and forwards required reports to the placing agency/county. EVOLVE offers further assistance to clients to help facilitate integration of the adoptive or foster child and family, to assist with multi-cultural awareness, and to be responsive to the child's and family's needs. EVOLVE refers families to agency sponsored and other existing support groups and adoption/foster care specialists. EVOLVE does not provide in-depth psychotherapy as a part of its service, but may mandate that the clients obtain professional services in counseling, education or training when EVOLVE believes that this endeavor is necessary to ensure the child's future health, security and well-being. Clients understand that the success of a placement depends on a combination of factors involving interpersonal relationships and individual abilities, skills and temperaments. How a child will react/adjust to a change in his/her environment once the child is placed, is not always predictable.

Clients have the responsibility to provide all necessary and accurate information to EVOLVE and/or the placing agency/county providers for the report(s), including the adjustment of all family members and child. Clients are encouraged to cooperate and use agency and other community resources to assist with the child and family's adjustment. Clients agree to obtain professional counseling as necessary if recommended by EVOLVE. Clients agree to cooperate with the county regarding adoption finalization under Minnesota law, when applicable.

In the event of a crisis, EVOLVE provides services in an effort to support and preserve adoptive/foster care placements. EVOLVE will assist the family in seeking therapeutic intervention to assist in the attachment of parent and child and/or to resolve other adjustment issues. EVOLVE will assist the family to connect with their county social services, other service providers and if necessary, arrange temporary foster care in a licensed foster home. If there are concerns with the safety of the child, EVOLVE is required by law to contact the family's local county social services to make a child protection report. The county may then take jurisdiction.

POST PLACEMENT COMPLIANCE STATEMENT

EVOLVE requires all foster families to participate in monthly post placement services. As required by DHS, foster parents must allow EVOLVE staff access to their home and property. If a family is unresponsive, EVOLVE reserves the right to arrive unannounced and the family must allow EVOLVE staff access to the home and child/ren. Noncompliance with post placement visits, may result in corrective or negative action and/or revocation of child foster care license. I agree to comply with all post placement requirements of EVOLVE and DHS. I agree to share accurate and current information regarding my family and the child including but not limited to, family adjustment, health, education, medical, psychological, behavioral, and emotional needs and well-being.

I understand the importance of EVOLVE's responsibility to submit timely post placement reports. I agree to cooperate in setting meetings with my licensor and submit documentation in the time period, as requested.

Applicant #1 Signature

Date

Applicant #2 Signature

Date

DISRUPTION SERVICES POLICY AND PROCEDURES

Prior to requesting removal of a child, foster parents must work with EVOLVE and county/placing agency to determine if additional strategies or support services may resolve issues leading to the request for the removal. If counseling does not succeed in resolving the crisis and the placement is disrupted, EVOLVE will contact the agency or county that retains guardianship of the child and will collaborate in providing services according to the instructions of the guardianship agency. When all resources are exhausted, provide the county/placing agency with sufficient time (45 days, if possible) to plan for discharge.

If EVOLVE is the guardian of the child, EVOLVE will act in accordance with any applicable legal requirements to remove the child when the placement may no longer be in the child's best interests, to provide temporary care, to find an eventual adoptive placement for the child. EVOLVE may assist with the placement of the child, possibly into one of its licensed foster care homes.

It is the right of any child in a disruption situation to receive full protection and services and to be deemed as the primary client by EVOLVE. When out of home placement occurs, EVOLVE will take the child's views on a new family into account given the child's age, maturity, and other pertinent factors.

If a child is removed from the home, their property and funds including any that were accumulated during placement shall be returned within three days of removal. If the child is removed from an adoptive placement, to make no claim against the placing agency for the expenses of care, clothing or medical treatment.

The adoptive family is responsible for and shall assume full financial responsibility for any such services, promptly paying or arranging for payment of all expenses incurred in meeting the child's needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the state, Department of State and foreign country regarding the care and disposition of the child.

DISSOLUTION SERVICES POLICY AND PROCEDURES

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.

In the unlikely event that an adoption is dissolved, EVOLVE will support and counsel the family, and offer referrals (counseling services) as necessary. In those cases where it is in the best interest of the child, EVOLVE may assist in locating and arranging for a new adoptive placement when possible or possibly arrange temporary Foster Care with one of EVOLVE'S licensed Foster Care families. The adoptive family is responsible for and shall assume full financial responsibility for any such services, promptly paying or arranging for payment of all expenses incurred in meeting the child's needs as well as placing the child in another adoptive home, or in foster care and in following the requirements of the state regarding the care and disposition of the child. EVOLVE requires the family to inform the agency of a dissolved adoption.

FEES FOR SPECIAL SERVICES

EVOLVE will not use any part of its fees to provide special services, such as cultural programs for adoptees, scholarships or other services without notifying clients. If EVOLVE decided to use part of its fees to provide special services such as above, it would disclose this policy to prospective adoptive parents in advance of providing any adoption services, and would give prospective adoptive parents a general description of the programs supported by such funds, in the *Application and Adoption/Foster Care Services Contract*.

STATEMENT ABOUT ATTORNEYS AND LEGAL REQUIREMENTS

EVOLVE does not provide attorney referral services. Staff members may, without obligation, provide the names of attorneys who have worked with EVOLVE clients in the past, or the names of the other adoptive families who have completed their own legal work, for assistance.

FOSTER CARE RISK STATEMENT

I acknowledge that I am using *EVOLVE Adoption & Family Services (EVOLVE)* Foster Care Program for the placement of a child for foster care from Minnesota.

I understand that I will receive a monthly foster care payment after a child has been placed in my home. This payment may come directly from the county, or be routed by the county through *EVOLVE*. I understand that this payment is intended to meet the basic needs of the child in my care. If the child has a financial need that exceeds the payment, I understand that this must be communicated to and negotiated with the county. I understand that I will not be reimbursed for any payments not communicated and agreed to by the county in advance.

I understand that this program serves children who are involved in the child welfare system in the State of Minnesota. Some children's parental rights may be terminated and they may be available for adoption, while other children's birth parents' rights are intact. I understand that the county is responsible for making legal decisions and planning for the child. I understand the importance of permanency for children in foster care and will support the reunification of the child with their birth family. If the county has determined that this is not in the child's best interests, I will support the adoption of the child, whether that be into my family or another family who has been determined to be the permanency resource by the county.

I fully understand that any child referred to us for placement may have unidentified or undiagnosed medical, physical, developmental, emotional, and/or psychological conditions. I understand that there is a high likelihood that the child(ren) coming into our care may have experienced trauma, loss, prenatal exposure to drugs and alcohol, physical abuse, sexual abuse, emotional abuse and/or neglect, the details of which may not be known at the time of placement. I understand that the child(ren) may have mental health, emotional, learning, or behavioral special needs, even if they are physically healthy. I understand that I must provide for the needs of the child(ren) as required by the county, including transporting to appointments and participating in needed services, such as visitation and family therapy.

I understand the child's medical and social history may be incomplete or inaccurate. I understand that *EVOLVE* family workers are not medical providers and that *EVOLVE* asks that I review available social and medical documents I receive with appropriate providers, such as therapists and doctors, and that I agree to do so. I voluntarily release *EVOLVE* of any liability for such conditions/issues. I understand that I can decide not to proceed with placement if I am not comfortable with the known social and medical information, or the lack of social and medical information available.

I understand that if we are open to adopting the child, there may be unforeseen delays in the adoption process. I understand that if I commit to adopting a child, Minnesota laws require I file a petition within 12 months of an adoptive placement.

I understand that *EVOLVE* cannot guarantee a foster or adoptive placement will occur through this program. I willingly and knowingly agree to proceed with the processing of my/our application/paperwork in light of these risks and voluntarily release *EVOLVE Adoption & Family Services* of any liability associated with this decision to proceed.

I/We understand and accept the possible risks described above and have had the opportunity to ask questions.

Applicant #1 Signature

Date

Applicant #2 Signature

Date

STATE STATUTES:

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, SECTION 259.67, 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.

BEST INTEREST OF CHILD/PROHIBITION ON CHILD BUYING:

EVOLVE provides adoption/foster care services with expertise and integrity, drawing from core values and standards of the social work profession, and in accordance with Hague Convention principles to ensure that the best interest of each child is met, and to prevent the abduction, exploitation, sale or trafficking of any child. EVOLVE prohibits its employees and agents from giving money or other consideration, directly or indirectly to a child's birth parents or other individuals or entities, as payment for the child or as an inducement to release the child.

PROHIBITION OF PREFERENTIAL TREATMENT:

Board service, volunteer work or charitable donations (monetary or in-kind) to EVOLVE will not result in preferential treatment for the donor nor will it influence child placement decisions in any way.

PRIVACY PRACTICES AND ADOPTION RECORDS (TENNESEN WARNING):

It is the express policy and intent of EVOLVE in its day to day activities to abide by and uphold all relevant Minnesota and Wisconsin statutes regarding client privacy and confidentiality of adoption/foster care records.

We are required to inform you of your rights as they pertain to the private and confidential information we collect from you. The information we collect from you is classified by law as either public (anyone can see it), private (the public is not given access, but you are), or confidential (even you cannot see the information). As an applicant, most of the data we maintain about you is private or confidential according to Minnesota Statutes,

Section 13.43, Subdivisions 2 and 3. Data that is public or private may be viewed upon request within a 10 day notice. Information which you are asked to provide may be required by statute, or determined by EVOLVE policy as needed for us to comply with licensing requirements or the needs of other adoption agencies, programs or governments. Without the requested information, EVOLVE may not be able to determine your eligibility for foster care or adoption.

The information you provide may be routinely shared with agency staff who require the information to do their jobs in order to provide services to you. Information may also be shared with other agencies authorized by law to receive specific data relating to adoption and foster care. Personal data collected by EVOLVE will be used for the sole purpose of assessing the eligibility of clients and completing all stages of the adoption/foster care process. EVOLVE staff will not disclose to any member of the general public information regarding any EVOLVE client, past or present, including

whether any person has ever been a client of EVOLVE, without a signed Consent for Release of Information form. EVOLVE NEVER sells client mailing lists to anyone.

If we reasonably suspect that a child or vulnerable adult is a victim of abuse or neglect or that a pregnant woman is abusing alcohol or controlled substances, we are required by law to disclose private information which identifies you to a public authority.

In certain limited situations, such as an emergency or imminent danger to you or someone else, we may disclose private information as necessary to protect an individual's health or safety.

You may refuse to furnish requested information; however, this may prevent you from finishing the adoption/foster care process. State law prohibits disclosure of child, birth parent, and adoptive parents' identifying information - unless the affected parties agree in writing. Documents gathered during the adoption/foster care process become the property of EVOLVE.

Clients are entitled to copies of anything they submitted for their adoption or foster care licensing file; such as their application, correspondence they sent to the agency, or forms they have completed. The rest of the file is considered to be confidential and is not available to the client without a court order.

Adopted persons' records are available to them in accordance with the laws of the state or country in which their adoption was made final. Non-identifying information from an adopted persons' record may be given to their adoptive parents, at their request, until the adopted person reached that statutory age to request it themselves. If the adopted person's birth parents worked with EVOLVE, agency staff can share identifying information with the adoptive parents and adopted person in accordance with any affidavits filed by the birth parents regarding sharing information.

PRIVACY AND CONFIDENTIALITY POLICY:

It is the policy of EVOLVE that adoptive/foster parents not disclose information regarding their children and their children's birth family to persons not involved in the foster care/adoption process without prior authorization from the child's or family's worker, until the adoption is finalized. As a foster care/adoptive parent, any information available to you about your children and their families should be kept confidential and may not be released to anyone who is not authorized. Call EVOLVE or your county/placing worker for clarification if you are not sure who is authorized. Photos and child information should not be posted or shared online via social media such as Facebook, Instagram, Twitter or blogs, etc. Any requests for photographs, interviews, or publicity of any kind involving a foster child requires signed legal consent forms indicating agreement of the child's legal parent/guardian.

GRIEVANCE POLICY AND PROCEDURE:

Any consumer of EVOLVE's services may file a grievance against EVOLVE or any of EVOLVE's licensed programs without fear of retaliation. EVOLVE's grievance policy and procedures shall be made available to all clients in writing at the time the Services Contract is signed and shall incorporate the standards set forth in applicable state, federal and international laws and rules. Consumers of EVOLVE services are informed of their right to complain to EVOLVE about any services or activities of the agency or its licensed programs that they believe raises an issue of compliance with The Hague Convention on Intercountry Adoption, the International Adoption Act (IAA), regulations implementing the IAA, the Universal Accreditation Act (UAA) or Minnesota and Wisconsin state laws and regulations. EVOLVE serves as first responder to complaints related to intercountry adoption. If the complaint alleges abuse or neglect of children served by the program, EVOLVE will immediately report the complaint to child protection services and/or local authorities. EVOLVE will investigate complaints within the timeframes set forth by the program in which the family is utilizing, in order to ensure compliance with all state and/or federal regulations.

Any unsatisfied client is encouraged to discuss the matter with the client's assigned worker. The worker's role is to listen, evaluate, investigate, and respond to the client with their findings. If the matter is not satisfactorily resolved, the worker will provide the Grievance Policy and Procedure, along with the contact information for the Program Manager/Director. The client may send a written, dated and signed explanation of the grievance, and formally request a review by the Program Manager/Director. The Program Manager/Director will investigate and work to resolve the complaint. The purpose of the investigation will be to determine and attempt to understand the nature of the grievance and point of view of the client and the worker. The Program Manager/Director may consult with the Social Service Committee during this time. Based on the results of the investigation, the Program Manager/Director will respond in writing within 10 business days of receiving the written complaint. The client may: (1) accept the decision of the Program Manager/Director and take no further action, or (2) appeal the decision to the Leadership Team in writing within five business days.

Upon receiving the written appeal, the Leadership Team, including the Executive Director will meet to thoroughly review the concerns and determine necessary actions to resolve the matter. A written response summarizing the Leadership Team's final determinations will be sent to the client within ten business days. The client may: (1) accept the decision of the Leadership Team and take no further action, or (2) appeal the decision to Board of Directors in writing within seven business days.

Upon receiving the written appeal, the Board of Directors will meet to thoroughly review the concerns and determine necessary actions to resolve the matter. A written response summarizing the Board of Director's determinations will be sent to the client within 14 business days.

An expedited decision will be made if the situation is time-sensitive or the complaint contains allegations of fraud. All actions taken will be documented in the client's file and in the Client Grievances file.

If the consumer is dissatisfied with the decision of EVOLVE as it pertains to intercountry adoption, they may contact the Department of State Adoption Complaint Registry at <https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html>. Complaints may also be submitted to The Intercountry Adoption Accreditation and Maintenance Entity (IAAME) verbally, in writing or electronically. Complaints can be made directly to IAAME via email at Contact@www.iaame.net, the www.iaame.net website, by mail at 950 NW 1st Place, Suite A, Gainesville, FL 32607, or by phone at 888-241-6930. The Intercountry Adoption Accreditation and Maintenance Entity (IAAME) compiles information about substantiated complaints and adverse actions of agencies. Current information can be found on the Council for Accreditation (COA)'s website at www.coanet.org. This information will be available in the future on the IAAME's website at: www.iaame.net.

In the event of a negative action, such as a home study denial or revocation of a foster care license or approval, EVOLVE/Department of Human Services Licensing Division will provide a written statement notifying detailing the decision, the date that the decision is effective, how a decision may be appealed and the time frame for an appeal, as applicable.

Wisconsin foster parents can appeal agency decisions, such as the revocation of their foster license, decisions related to the child in their home, or anything that affects them as foster parents by filing an appeal with: Division of Hearings and Appeals (DHA), P.O. Box 7875, Madison, WI 53707. The form to request hearings is located on the DHA website and may be found at <https://doa.wi.gov/Pages/LicensesHearings/DHAWFSRequestingaHearing.aspx>.

BEST INTEREST OF THE CHILD:

Medical Care: Foster parents are required to provide adequate medical care for any and all children placed with them by EVOLVE. This medical care shall include regular physical examinations, recommended shots and immunizations, prescribed formulas and medications, and when indicated, special diagnostic tests, x-rays, blood transfusions, surgery, and hospitalizations. Personal or religious convictions will not absolve foster parents from obtaining such care. Non-routine medical care will need to be approved by the county/placing agency.

Corporal Punishment: EVOLVE prohibits corporal punishment of pre-adoptive or placed children by staff, sub-contractors, foster parents, pre-adoptive, and adoptive parents. Corporal punishment is defined as, "punishment that involves hitting someone: physical punishment" and "punishment inflicted on a person's body." Corporal punishment includes, but is not limited to: rough handling, shoving, ear or hair pulling, shaking, slapping, kicking, biting, pinching, hitting, throwing objects at the child, or spanking. Personal or religious convictions may not serve as a basis for exemption.

Identity: In serving with a child-centered and anti-oppressive lens, EVOLVE requires that the families we approve for adoption or foster care be supportive of a child's full identity, including actively supporting child's ethnicity and race, faith/spirituality, gender identity, gender expression, sexual orientation, and traditions or practices. If a family identifies that they are unwilling to support any aspect of their child's full identity now or in the future, they may be denied approval by EVOLVE. Not supporting a child's full identity presents a risk of harm to a child's social, emotional, physical and spiritual well-being, and raises concerns for a family's ability to provide nurturing, stability and permanency for children. Personal or religious convictions may not serve as a basis for exemption.

Legal Adoption/Citizenship: Adoptive parents are required to legally adopt a child within one year of the child's adoptive placement in the home (as required by Minnesota statute), unless unusual circumstances warrant not finalizing the adoption within this time period. If adoptive parents wish to obtain an attorney to assist with finalization, a list of adoption attorneys is available from your local bar association.

The information contained in *Services, Fees and Program Disclosure Information* and *US and International Program Information* is based on the latest information available to EVOLVE. EVOLVE cannot, however, guarantee the placement of a child or a time by which a child will be placed. (MN Statutes Sec. 259.37 subd. 2(3)). **Please ensure that when you submit you application, it matches the current application on our website at www.evolvedservices.org or call our office to verify. If you submit an application that is outdated, you will be required to sign current signature pages, pay current fees, and additional information.**

In consideration for services performed on my behalf to date and as an inducement for additional services to be performed in the future by EVOLVE in connection with this adoption/foster care services contract, I/We voluntarily waive and release any claims of liability against EVOLVE and I/We further promise not to sue EVOLVE for any losses incurred by me/us as a result of any errors and/or omissions in the child/children's medical records and/or social history at the time a referral of a child is made by EVOLVE, including but not limited to unidentified/undiagnosed medical, psychological, social, and/or emotional conditions, unless such errors and/or omissions were willfully made by EVOLVE or grossly negligent at the time made by EVOLVE.

By signing below, clients who are Minnesota residents are certifying that they have received and read *Completing an Adoption in Minnesota*.

I/We understand that falsification or omission of information on this application form is grounds for termination of the adoption/foster care process. In such circumstances, no fees paid will be refunded.

I/We have received, read and understood, as well as, have had the opportunity to ask questions about the contents of the following:

- *Relative/Kin Application*
- *Services Contract*

I/We understand that by signing this application I/we are confirming our understanding and willingness to abide by these policies and procedures.

I/We understand this is a binding contract for services.

Applicant #1 Signature: _____

Date: _____

Applicant #2 Signature: _____

Date: _____

**ATTACHMENT A:
EVOLVE SERVICES, FEES & PROGRAM DISCLOSURE INFORMATION**

*This fee information is provided to help families prepare for the possible fees and expenses involved in the adoption/foster care process.
Please call if you have any questions concerning our fee structure.*

Traditional Foster Care and Concurrent Foster Care Clients do not incur fees.

Foster Care Traditional	There are no agency fees to the family. The cost of the home study and foster care licensing are covered by the agency. The post placement support is paid for by the county of responsibility for the child via a Foster Care Supervision Agreement.	Free
Foster Care Concurrent	There are no agency fees to the family. The cost of the home study and foster care licensing are covered by the agency. The post placement support is paid for by the county of responsibility for the child via a Foster Care Supervision Agreement or State Purchase of Service Funds.	Free

MISCELLANEOUS FEES

The following is a list of miscellaneous fees that may or may not apply to your process.

Third Party Expenses	<p>May include, but are not limited, to the following:</p> <ul style="list-style-type: none"> ○ Birth/marriage/divorce/death certificates and records (\$10-\$200) ○ Fingerprints for Adam Walsh Background Clearances (\$10-\$50) per person ○ Child Passenger Safety Training (\$25-30) per person ○ Bureau of Criminal Apprehension, social service, police or other background checks (\$5-\$100) ○ Retrieval of medical and psychological records (\$25-\$50) ○ Completion of psychological reports (\$100-\$1,000) per person ○ Physical exams (Additional evaluations may be needed if you have a history of medical/mental health issues) ○ Trainings for annual renewal or as required by EVOLVE (\$10-100) <p><i>*Other miscellaneous costs associated with the adoption/foster care process.</i></p>	See list
-----------------------------	--	-----------------

ADOPTION/FOSTER CARE SERVICES AND FEE DISCLOSURE

PROGRAMS

Information regarding EVOLVE's programs, general eligibility, children served and fees may be found in this application, the application packet and on the EVOLVE website. If you are utilizing an international EVOLVE program and live outside of our home study service area, or you would like to adopt from a country we do not have a direct program in, you can find a Hague Accredited Adoption Service Provider here: <https://travel.state.gov/content/adoptionsabroad/en/hague-convention/agency-accreditation/adoption-service-provider-search.html>.

The information provided in the *EVOLVE Services, Fees & Program Disclosure Information*, found in the application packet and on EVOLVE website, represents those countries and programs from where the majority of the children placed in adoption by EVOLVE are currently coming. For each of the listed programs, EVOLVE works through our collaborative agencies who will work directly with the central authority in the foreign country, national child placing agency or has a liaison/service provider who assists with the processing of the adoption in the country.

COMPLIANCE WITH STATE, FEDERAL AND INTERNATIONAL LAWS

EVOLVE Adoption & Family Services complies with state, federal and international laws governing adoption/foster care. These include: *Indian Child Welfare Act*, Public Law 95-608; *Minnesota Indian Family Preservation Act*, MN Statutes, sect. 260.751 to 260.835; *Heritage Act*, MN Statutes, sect. 259.29, 260C.193, subd. 3, and 260C.212 to 260C.215; and *Interstate Compact on the Placement of Children*, MN Statutes, sect. 260.851; *United States Citizenship and Immigration Services (USCIS)* rules and regulations regarding orphan and convention petitions to immigrate children; *Americans with Disabilities Act (ADA)*; *The Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption* and the *Intercountry Adoption Act (IAA)* and the *Universal Accreditation Act (UAA)*; regulations implementing the IAA; and the adoption/foster care laws of the states and countries from which EVOLVE places children.

FEES

Adoption/foster care related fees are for services rendered and not for the purchase of a child or for a guarantee of the ability to adopt a child. Fees received by EVOLVE reflect the agency’s reasonable and necessary expenses for pre-adoptive counseling and training, adoption/foster care study, provision of services to children prior to adoption/foster care including child search and support, supervision of the placement until legal adoption, licensing, accreditation and program expenses in the child’s country and in the US. EVOLVE ensures full disclosure of expected total fees and estimated expenses payable to EVOLVE. Agency fees and program fees are listed in the above information. EVOLVE will state the anticipated expenses related to specific domestic and international adoption services for collaborating agencies to the best of its knowledge. Clients realize that in domestic and international adoptions, the increase of fees or the refund of fees paid to referring agencies is beyond the control of EVOLVE. Clients understand that fees are owed to EVOLVE according to EVOLVE payment schedule.

EVOLVE accepts payment by personal or cashier’s check, money order, credit or debit card. Fees for each part of the process are due prior to the provision of that service as described, and are non-refundable once the service has been provided. (See Attachment A.)

- Payment by personal check** – Paying fees by personal check is preferred. A fee of \$50 will be assessed for checks that are not bank honored.
- Payment by credit or debit card** – EVOLVE accepts U.S.-issued debit and credit cards (American Express, Master Card and Visa). Payment must be authorized by cardholder with family authorization. Only those fees payable for EVOLVE services will be allowed to be made by debit/credit card. If you wish to use a credit card, please contact the EVOLVE office with your payment information. For example, we cannot accept payment by credit card for country program fees payable to domestic or foreign governments or liaisons.

ADJUSTMENT/INCREASE OF FEES

EVOLVE reduces home study fees for re-applicants. Agency fees are not waived or reduced unless there are extraordinary circumstances, as approved by the Chief Operating Officer. In general, agency fees are not refundable. In the event that a refund is warranted, please refer to the information listed under each fee as described in the fee disclosure. EVOLVE will refund any unused portion of the fees paid in advance if adoption/foster care services are not provided. Refund requests must be made in writing and approved by the Chief Operating Officer. Refunds are payable within 60 days of the completion of the delivery of services.

All fees, including schedule and structure, are subject to change and are due when services are provided under the most current EVOLVE fee schedule. Clients are responsible for fees that are current at the time the fee is due. EVOLVE does not customarily charge additional fees and expenses beyond those disclosed in the adoption/foster care services contract. In the event that unforeseen fees and expenses are required, EVOLVE will provide notification of increased fees payable to EVOLVE, and obtain consent to fee increases in excess of \$1,000. EVOLVE will provide clients a receipt for fees paid directly to EVOLVE.

The fees listed in this disclosure include only those for services contracted for and provided by EVOLVE. Fees to outside entities include, but are not limited to, background check processing, legal fees, court fees, fees to other placing entities and pregnancy service providers, and legally approved pregnancy related expenses to birth parents.

I/We have received and read *EVOLVE Services, Fees and Program Disclosure Information (Attachment A)* and have had an opportunity to ask questions.

Applicant #1 Signature

Date

Applicant #2 Signature

Date

PERMISSION FOR RELEASE OF INFORMATION

I/We, _____ and _____ understand that adoption and foster care require ongoing communication between various persons and organizations. Understanding this, I/we give my/our permission and authorize *EVOLVE Adoption & Family Services* to share information about me/us including my/our *Adoption or Foster Care Study Report*, all supporting documentation, dossier, etc. and to maintain two-way and ongoing communication on my/our behalf including but not limited to the following:

- Public and private child welfare agencies
- County adoption and foster care units
- Child welfare advocacy and adoption support agencies
- EVOLVE Representatives
- Department of Human Services in all states
- Local Courts

This permission will expire upon completion of my/our adoption or closing of my/ our foster care file.

Applicant #1 Signature

Date

Applicant #2 Signature

Date

PLEASE MAKE A PHOTOCOPY OF COMPLETED APPLICATION and ADOPTION/FOSTER CARE SERVICES CONTRACT AND EVOLVE SERVICES, FEES & PROGRAMS DISCLOSURE INFORMATION FOR YOUR RECORDS

When returning this application - please print, sign and send **all 13 pages** by mail to:
EVOLVE Adoption & Family Services, 149 Thompson Avenue, Suite #115, West St. Paul, MN 55118

If you have any questions concerning the submission of the application or any of the information located within this document, please call (952) 831-5707 / (651) 439-2446 or e-mail to: evolve@evolveservices.org.