

### **EXEMPTED PROVIDER INFORMATION**

Dear Partner in Adoption,

Greetings from Gladney Center for Adoption (“Gladney”)! We are sending you this packet as you have been designated as an Exempted Provider for one of Gladney’s placement families.

This packet contains valuable information that you must review and return to our agency ASAP if you wish to work with our agency as an ***Exempted Provider for this SPECIFIC CASE***. **Please note, in order to work cooperatively as a home study (“HS”) or “Exempted” provider, the following criteria must be met:**

1. The home study must be completed by a licensed adoption agency. Home studies by independent social workers will not be approved.
2. The social worker must be an agency employee, NOT an independent contractor.
3. The licensed home study agency must be a 501(c)(3) non-profit agency.
4. The social worker must meet the requirements of the family’s state of residence.
5. The home study agency must disclose to Gladney the suitability information listed in §96.35, which is found on Schedule D of the following agreement.
6. ***If family adopting from China: The home study agency must have Hague or COA accreditation.***

If you meet the above initial criteria, there are three steps necessary to work cooperatively with our agency for this case. They are:

1. Complete and Return Exempted Provider agreement and required documents;
2. Complete Home Study Report according to the attached guidelines;
3. Complete all Family Specific paperwork

As always, feel free to contact us with any questions as you complete each step.

### **STEP #1: EXEMPTED PROVIDER AGREEMENT AND DOCUMENTS**

As required by Hague regulation 96.45(b), please return the following documents directly to your contact at Gladney Center for Adoption, to finalize the relationship between Gladney and your agency. These documents must be submitted to Gladney immediately, **prior to starting the family’s home study.**

- ✓ Signed Exempted Provider Agreement with attachments A-H. Each page must also be initialed.

#### Supporting Documents

- ✓ Copy of Agency License(s)
- ✓ Current or Recent (within 6 months) Letter of Good Standing if your license is not renewed annually
- ✓ Copy of Social Worker License (or degree if not licensed)
- ✓ Copy of License, Degree, or CV of Staff member responsible for ensuring compliance with this agreement
- ✓ Copy of Hague Accreditation Certificate (if applicable)
- ✓ Copy of COA Accreditation Certificate (if applicable)
- ✓ Copy of Liability Insurance
- ✓ Copy of Home Study Provider fee schedule and home study guidelines

Any changes in suitability to serve as an Exempted Provider (as per Schedule D- Hague regulation 96.35) must be reported to Gladney within 30 days of learning of the change.

Gladney will keep all supporting documents on file for any future cases with our agency. However, the Exempted Provider agreement is client specific, and updated copies of any expired documentation must be received before starting any consecutive case.

## **STEP #2: COMPLETE HOME STUDY REPORT ACCORDING TO ATTACHED GUIDELINES**

**For consistency, accuracy, and comprehensiveness, we require you to complete the home study report using our guidelines.** Regardless of your agency's Hague accreditation status, Gladney requires that we review and approve all HS reports prior to report finalization.

If concerns regarding the family arise during their process, we ask that you reach out to Gladney immediately to discuss. As, if the concern would prohibit the family from moving forward with Gladney, we would want to inform them of that as soon as possible.

## **STEP #3: COMPLETE AND SUBMIT ALL FAMILY SPECIFIC PAPERWORK**

To ensure that each family has received comprehensive training and discussion with the home study social worker regarding this training, the following family specific documents are required to be completed as part of the home study. They are:

- ✓ Record of Adoptive Parent Training
  - ✓ Social Worker and Adoptive Parent Affirmation Statement
  - ✓ Hague Training Verification Statement

These forms are found on our website here (<https://www.madisonadoption.org/when-Gladney-is-not-my-home-study-provider/>) and **must be** submitted prior to Gladney reviewing and/or approving the home study report. **Home studies will not be reviewed if these three forms, as well as the "Home Study Guidelines and Checklist" are not included with the HS draft.**

As the home study is the cornerstone of the adoption process, we thank you for your diligence in ensuring that every one of our mutual families has been evaluated and prepared as thoroughly as possible.

Please contact us with any questions or concerns. Thank you for your partnership and your efforts! We look forward to working with you!

Sincerely,



Diana DeGroot, MBA, LMSW  
Gladney Center for Adoption

**AGREEMENT WITH EXEMPTED PROVIDER FOR HAGUE CASE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Gladney Center for Adoption (hereafter referred to as “Primary Provider”), and \_\_\_\_\_ (hereafter referred to as “Exempted Provider”) for the purpose of working cooperatively to assist the adoptive parent(s) \_\_\_\_\_, who are seeking to adopt a child from \_\_\_\_\_ (name of country).

WHEREAS, Primary Provider is a not-for-profit child placement agency licensed in several states, which 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 adoption reports (for adoptive families who reside in Gladney’s licensed states;

WHEREAS, Exempted Provider is currently licensed in \_\_\_\_\_ (states of licensure) as a not-for-profit Exempted Provider assisting U.S. citizens in adopting children through international and/or domestic sources by performing certain aspects of their adoption cases;

WHEREAS, Primary Provider anticipates requiring the services of the Exempted Provider to perform certain services in the adoption cases of families from \_\_\_\_\_ (state) who choose to adopt from Hague Convention countries, each called a “Convention Adoption” and each family called a “Client Family”);

WHEREAS, Exempted Provider will be a non-exclusive Exempted Provider for a Convention Adoption from the Client Family named above who resides in the state of \_\_\_\_\_;

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 Hague Regulation 96.45.

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

1. Representations and Warranties of Exempted Provider – Exempted Provider hereby represents and warrants as follows:
  - a. Exempted Provider [check one:  IS  IS NOT] accredited by a Hague approved accrediting entity to provide intercountry adoption services.
    - i. If not, Exempted Provider is planning to become accredited in the future
      - (1)  Yes. When: \_\_\_\_\_
      - (2)  No. Plan to operate as an Exempted Provider
  - b. Satisfies Personnel Qualifications - The Exempted Provider hereby confirms that it satisfies all personnel qualifications required for a Exempted Provider, as required by Hague Regulations 96.45(7) and section 96.37.
  - c. Meets Standards - Exempted Provider hereby confirms that it complies with the requirements imposed by Section 96.45.
  - d. Safeguard Data – The Exempted Provider hereby confirms that its policies are to limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in Hague Regulation 96.42.



## GLADNEY *Center for Adoption*

- e. Suitability to Provide Adoption Services – The Exempted Provider hereby confirms that it meets the suitability requirements set forth in Section 96.35, and makes the specific disclosures set forth on Schedule A hereto.
2. The Exempted Provider hereby agrees to perform the following services to Client Family under the Supervision of Primary Provider:
  - a. Home Study
    - i. Exempted Provider will perform a home study evaluation completed by an employee (not a contractor) and make a recommendation for adoption with respect to an Adoptive Parent(s)' desire to adopt a child from a foreign country.
    - ii. Exempted Provider will take any and all steps to ensure that the home study complies with applicable state law.
    - iii. Exempted Provider will abide by the Home Study Standards set forth in Hague Regulation 96.47.
  - b. Parent Training
    - i. Exempted Provider will verify training completion and discuss and ensure a thorough understanding of adoption training of the Client Family with the goal of promoting a successful intercountry adoption.
    - ii. Exempted Provider will ensure Client Family understanding of Parent Training Standards set forth in Hague Regulation 96.48.
  - c. Post-Adoption
    - i. Following placement of a child into a Client Family's home, Exempted Provider will perform 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 policies, as they may change from time to time in the future, as and described on Schedule B hereto. To the extent that reporting requirements change over time, Exempted Provider agrees to provide reporting in accordance with any modified rules.
    - ii. All payment for post adoption reports must be collected by agency preferably upon completion of home study, but at minimum, before family travels to pick up their child.
  - d. Other
    - i. Exempted Provider will report to Primary Provider immediately any concerns it may have with respect to the Client Family's eligibility to adopt, problems 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.
    - ii. To the extent additional counseling or support services are needed at any point in time with respect to the placement, Exempted 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, Exempted Provider will work cooperatively with Primary Provider to ensure that the best interests of the child are served at all times.
3. In connection with the services being provided to the Client Family, the Exempted Provider hereby agrees as follows:
  - a. Standards – Exempted Provider agrees to continue to comply with the requirements imposed by Hague Regulation 96.45.
  - b. Safeguard Data – The Exempted Provider will continue to limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in Hague Regulation 96.42.



- c. Reasonable Response Time re Request – The Exempted Provider hereby agrees to respond within three business days to any request for information from the Primary Provider, representatives of the Department of State, or the accrediting entity that issued the Primary Provider’s accreditation or approval.
  - d. Reasonable Response Time re PP Reporting – The Exempted 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.
    - i. 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 requirements.
  - e. Prompt Notice of Change in Suitability - The Exempted Provider shall disclose promptly to Primary Provider any changes in the suitability information required by Hague Regulation 96.35 as described on Schedule A hereto.
4. Primary Provider
- a. Functions
    - i. Primary Provider is providing adoption placement services to the Client Family, including the following:
      - (1) 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 for adoption from the foreign country;
      - (2) Primary Provider will coordinate the delivery of all client documents in the foreign country to appropriate coordinators, governments and/or officials;
      - (3) Primary Provider will present the referral package 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;
      - (4) Upon acceptance by the Client Family of a referral of the Child(ren), Primary Provider shall work with the Client Family to advise on what is needed for completion, organization, and finalization of all documentation necessary to complete the adoption of the Child(ren) from the foreign country;
      - (5) 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;
      - (6) 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;
      - (7) 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 families in the foreign jurisdiction.
    - ii. Primary Provider will provide the following functions relative to the Exempted Provider on the Client Family’s case:
      - (1) Primary Provider will provide to Exempted Provider general instructions necessary for the completion of the home study in a format acceptable for submission to the foreign country.
        - A. Upon completion of the draft of the home study report, Primary Provider shall review the home study draft and provide specific comments and/or changes to conform with Primary Provider policies and practices and those of the foreign country. After changes are made to the satisfaction of Primary Provider shall approve the home study in writing prior to finalization, in the format described in paragraph 4(b)(iv) below.



- B. Upon completion of the parent training, Primary Provider will collect from the Exempted Provider a written description of the topics covered during Parent training, fully executed by the Exempted Provider and the Client Family.
- C. Primary Provider will advise the Exempted Provider of details to permit Exempted Provider to comply with all applicable requirements for post-adoption reporting or follow-up on the adoption;
- D. Primary Provider will notify Exempted Provider immediately of any and all of the following events:
  - (i) Any changes to state law or regulations, or Primary Provider’s licensing status, should occur.
  - (ii) The Client Family’s receipt of a referral of a child from the foreign country.
  - (iii) The Client Family’s anticipated date of return from the foreign country with a child.
  - (iv) The dates that post adoption reports are due to be submitted in the foreign country.
- iii. In conjunction with the Exempted Provider, the Primary Provider will ensure completion of and compliance with Parent Training Standards set forth in Hague Regulation 96.48.
  - (1) Parent training shall consist of a minimum of 12 hours and shall cover the topics specified in Hague Regulation 96.48.
- b. Lines of Authority
  - i. The Exempted Provider will appoint the following employee representative to ensure compliance with this agreement and the services contemplated hereunder.

Name of Staff Member	Job Title	Highest Level of Education
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With respect to such representative, the Exempted Provider ensures that this employee is in full compliance with the requirements of Hague Regulation 96.37 and will include a copy of one or both of the following with this agreement:

- (1) Copy of Exempted Provider representative’s CV that indicates educational level and adoption experience
- (2) Copy of Exempted Provider representative’s license or educational degree(s)
- ii. The Exempted Provider shall report to Primary Provider’s Executive Director or Illinois Executive Director with respect to all services contemplated hereunder. The Exempted Provider shall submit all draft reports to, and take instruction from, Primary Provider’s designated staff with respect to providing the services required hereunder in accordance with applicable US and foreign law and policy.
- iii. The Exempted Provider will comply with the rules of 96.47.
- iv. Approval of Home Study – Approval of the home study shall be accomplished Primary Provider’s written approval of the home study with a statement that the home study:
  - (1) includes all of the information required by the Hague and U.S. Immigration Regulations, 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 for home study provides established by 8 CFR 204.3(b).

5. Compensation

- a. The fees payable to the Exempted Provider shall be paid by the Client Family directly to the Exempted Provider.

b. The fees due shall be determined by mutual consent between the Exempted Provider and the Client Family directly.

\$ \_\_\_\_\_ Home Study    \$ \_\_\_\_\_ Parent Training

\$ \_\_\_\_\_ Post-Adoption - PAID IN ADVANCE OF FAMILY TRAVELING TO FOREIGN COUNTRY TO ENSURE COMPLIANCE

\$ \_\_\_\_\_ Other Fees- Please describe: \_\_\_\_\_

c. The Exempted 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.

6. 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 Texas and the laws of the United States of America, without resort to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties hereto hereby agree that the State of Texas, Tarrant County, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement, as described below. To the extent any matter is not governed by arbitration, the parties further agree that a state district court located in Tarrant County, Texas is the exclusive venue 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.

7. Termination.

This Agreement may be terminated in writing by either party submitting such a letter of termination to the other. 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 Exempted Provider is not in compliance with the agreement or the requirements of this section.

8. 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.

9. 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.

**PRIMARY PROVIDER**

By: Diana DeGroot, MBA, LMSW

Date

Title: VP- International Adoption and Executive Director - East Coast Operations

**EXEMPTED PROVIDER**

By:

Date

Title:



Schedule A - Section 96.35 - Suitability to Serve as Exempted Provider

The Exempted 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 Exempted Provider, hereby disclose the following (as described in §96.35): The Exempted 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 Exempted 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:

See

N/A Below

- a. Agency Lost Right to Provide Adoption Services - Any instances in which the Exempted Provider has lost the right to provide adoption services in any State or country, including the basis for such action(s);
b. Agency Denied Authority for Adoption Services in US or Abroad - Any instances in which the Exempted 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. Licensure Suspensions, Sanctions - Any licensing suspensions for cause or other negative sanctions by oversight bodies against the Exempted Provider, including the basis and disposition of such action(s);
d. Ten Year Disciplinary Record - For the prior ten-year period, any disciplinary action(s) against the Exempted Provider by a licensing or accrediting body, including the basis and disposition of such action(s);
e. 10 Year Complaint Record - 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 Exempted Provider filed with any State or Federal or foreign regulatory body and of which the Exempted Provider was notified;
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 Exempted 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 Exempted 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 Social Service Provider has filed for bankruptcy;



- i. 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 Exempted Provider, affiliate organizations, or by any organization in which the Exempted Provider has an ownership or controlling interest.

**Information about the Exempted Provider’s individual directors, officers, and employees:**

See  
N/A Below

- 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 re Financials - Any convictions or current investigations of any such individual who is in a senior management position for acts involving financial irregularities;

- In File   c. State Criminal/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);

- In File   d. Completed FBI Form in File - 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 Exempted Provider must keep on file in case future allegations warrant submission of the form for a Federal criminal background check of any such individual;

- 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 Exempted Provider.

Notice of Changes within 30 days - The Exempted Provider must disclose any changes to the above within thirty business days of learning of the change.

**DISCLOSURES:**

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**Schedule B – Primary Provider Post-Adoption Reporting Requirements**

With respect to post-adoption reports, the Primary Provider hereby agrees to post-adoption reports to Gladney and/or to any and all state and federal licensing agencies that Gladney directs at the intervals set forth below. The reports must be completed by a home study agency at the expense of the Adoptive Parents. All reports must be completed in the home by a social worker from that agency. All such post-adoption reports shall be submitted, notarized and apostilled in a timely manner so that such reports are received by Gladney, and any and all state and federal licensing agencies that Gladney directs, no later than thirty (30) days from the deadlines set forth below. With each report, the Adoptive Parents agree to include eight (8) photographs of the child(ren).

(A) The schedule of the *minimum* number of reports required for each country is as follows:

**China (7 reports minimum)**

- (1) One month post-adoption
- (2) Six months post-adoption
- (3) One year post-adoption
- (4) Two years post-adoption

The above reports must be completed by a social worker at a Hague accredited agency. Exempted Providers should bill in advance for these reports.

- (5) Three years post-adoption
- (6) Four years post-adoption
- (7) Five years post-adoption

Reports for years 3, 4, and 5 post-adoption can be self-reported by the family. These must be completed on the template given by Gladney.

**Bulgaria (7 reports minimum)**

- (1) One month post-adoption
- (2) Six months post-adoption
- (3) One year post-adoption
- (4) Eighteen months post-adoption
- (5) Two years post-adoption
- (6) Thirty months post-adoption
- (7) Three year post-adoption

**Colombia (5 reports minimum)**

- (1) One month post-adoption
- (2) Six months post-adoption
- (3) One year post-adoption
- (4) Eighteen months post-adoption
- (5) Two years post-adoption



Dominican Republic (7 reports minimum)

- (1) One month post-adoption
- (2) Six months post-adoption
- (3) One year post-adoption
- (4) Two years post-adoption
- (5) Three years post-adoption
- (6) Four years post-adoption
- (7) Five years post-adoption

Ecuador (6 reports minimum)

- (1) One month post-adoption
- (2) Four months post-adoption
- (3) Eight months post-adoption
- (4) One year post-adoption
- (5) Eighteen months post-adoption
- (6) Two years post-adoption

Hong Kong (4 reports minimum)

- (1) One month post-adoption
- (2) Three months post-adoption
- (3) Six months post-adoption
- (4) One year post-adoption

- (B) Additional reporting requirements exist for certain countries. Gladney will notify the Adoptive Parents and Primary Provider regarding the post-adoption requirements of the country from which they adopt the Child(ren) as they exist at the time of placement.
- (C) The Adoptive Parents' failure to comply (a) may result in immediate and irreparable harm and/or damage to Gladney, and (b) entitles Gladney to consider an immediate ex parte injunction and/or specific performance ordering the Adoptive Parents' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the Adoptive Parents' responsibility.
- (D) Assistance with Adjustment Difficulties. Should difficulties be encountered in the adjustment of the Adoptive Parents and/or the Child(ren), the Adoptive Parents agree to seek out such assistance and guidance as shall be suggested by Gladney or the social worker and/or home study agency completing the post-adoption reports.