

EXEMPTED PROVIDER INFORMATION

Dear Partner in Adoption,

Greetings from Gladney! We are pleased to provide you with this packet as we seek to enter into an agreement with you to serve as an Exempted Provider with Gladney. In this role, you would provide home study and post-adoption services in accordance with our program and regulatory requirements.

This packet contains important information that must be reviewed and returned to our agency for approval. To work collaboratively as a Home Study (“HS”) or Exempted Provider, the following criteria must be met:

1. The Exempted Provider must be a licensed adoption agency. (No independent social workers)
2. Any social worker or report writer must be an employee of the agency and not an independent contractor.
3. The licensed home study agency must hold 501(c)(3) nonprofit status.
4. The assigned social worker must meet all licensing and credentialing requirements of the family’s state of residence.
5. The home study agency must disclose to Gladney all suitability information required under §96.35.

If you meet the above criteria, please complete and return the Exempted Provider Agreement along with all required documentation. Please note that all home study reports must be completed in accordance with the attached guidelines, and family-specific documentation must be submitted for each individual case.

To finalize this agreement, please submit the following documents:

- Agency Contact Information Sheet
- Signed Exempted Provider Agreement (including Attachments A & B, with each page initialed)
- Copy of Agency License(s)
- Current (within 6 months) Letter of Good Standing, if the license is not renewed annually
- Copy of Social Worker License(s) (or degree if not licensed)
- Resume, degree, or license of the staff member responsible for compliance oversight
- Copy of Hague Accreditation Certificate (if applicable)
- Copy of COA Accreditation Certificate (if applicable)
- Proof of Liability Insurance
- Home Study Provider Fee Schedule and Home Study Guidelines

Please note that any changes affecting your suitability to serve as an Exempted Provider, as defined under Hague Regulation §96.35, must be reported to Gladney within 30 days. While Gladney will maintain your documentation on file for future cases, updated documentation and responses to any new suitability inquiries must be provided prior to the initiation of each subsequent case.

As the home study is the cornerstone of the adoption process, we greatly appreciate your diligence in ensuring that every family is thoroughly assessed and well prepared. If you have any questions or need further clarification, please do not hesitate to contact us. Thank you for your partnership and commitment—we look forward to working with you.

Sincerely,



Diana DeGroot, MBA, LMSW
VP- International Adoption

AGREEMENT WITH EXEMPTED PROVIDER

This Agreement is entered into this _____ day of _____, 20____ by and between Gladney (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) seeking to adopt a child from one of Gladney’s placement programs.

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 placement/ 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 _____ (states of licensure) who choose to adopt from Hague Convention or non-Hague countries, each called an “Intercountry Adoption” and each family called a “Client Family”);

WHEREAS, Exempted Provider will be a non-exclusive Exempted Provider for an Intercountry Adoption for Client Family(s) who reside in a state listed above;

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.

- 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 Families 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 complete a one-page, family-specific addendum with Gladney for each family engaging in services.
 - ii. 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

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 by 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.

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 | |
| <input type="checkbox"/> | <input type="checkbox"/> | 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); |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 | <input type="checkbox"/> | 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 | <input type="checkbox"/> | 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; |
| <input type="checkbox"/> | <input type="checkbox"/> | 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:

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* (Relative Cases Only) (4 reports minimum)

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

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
- (6) Thirty months post-adoption (if adopting sibling group or child over 8)
- (7) Three years post-adoption (if adopting sibling group or child over 8)

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

India (7 reports minimum)

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

Taiwan* (3 reports minimum)

- (1) One month post-adoption
- (2) Three months post-adoption
- (3) Nine months post-adoption
- (4) Four years post-adoption (if applicable)

Vietnam* (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 year post-adoption
- (6) Thirty months post-adoption
- (7) Three years post-adoption

**These countries (China, Taiwan, Vietnam) also require self-reports in addition to the above*

- (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.

Schedule C- Home Study 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.

Current guidelines are found on our website here: <https://gladney.org/i-want-to-adopt/home-study/>

Schedule D- Family Specific Paperwork- to be submitted with each HS draft

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:

- ✓ The International Adoption Programs TRAINING BUNDLE, which includes:
 - ✓ Record of Adoptive Parent Training
 - ✓ Hague Training Verification Statement
 - ✓ Parent Preparation Form
 - ✓ Discipline Statement
 - ✓ Social Worker and Adoptive Parent Affirmation Statement

These forms are found on our website here: <https://gladney.org/i-want-to-adopt/home-study/>

These guidelines **must be** submitted prior to Gladney reviewing and/or approving the home study report. **Home studies will not be reviewed if these items, as well as the "Home Study Guidelines and Checklist" are not included with the HS draft.**

Schedule E

CONTACT INFORMATION

Agency Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Website: _____

Social Worker Contact Information

Name: _____

Address (*if different from agency*): _____

City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Cell Number: _____

Email Address: _____

Other states where your agency is licensed:

State	Contact Person	Phone Number	Email Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____