



## Madison Adoption Associates

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### EXEMPT PROVIDER INFORMATION

Dear Partner in Adoption,

Greetings from Madison Adoption Associates (“MAA”)! We are sending you this packet as you have been designated as an Exempt Provider for one of MAA’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 *Exempt Provider for this SPECIFIC CASE*. **Please note, in order to work cooperatively on a home study (“HS”) or “Exempt” 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 have Hague or COA accreditation.
6. The home study agency must disclose to MAA the suitability information listed in §96.35, which is found on Schedule D of the following agreement.

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 Exempt 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: EXEMPT PROVIDER AGREEMENT AND DOCUMENTS**

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

- ✓ Signed Exempt 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 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 a Exempt Provider (as per Schedule D- Hague regulation 96.35) must be reported to MAA within 30 days of learning of the change.

MAA will keep all supporting documents on file for any future cases with our agency. However, the exempt 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, MAA 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 MAA immediately to discuss. As, if the concern would prohibit the family from moving forward with MAA, 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 (<http://www.madisonadoption.org/wp-content/uploads/2018/08/01-Training-Forms-Bundled-8.2018.pdf>) and **must be** submitted prior to MAA 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 Bramble, MBA, MSW  
Executive Director of Operations



## Madison Adoption Associates

### AGREEMENT WITH EXEMPT PROVIDER FOR HAGUE CASE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Madison Adoption Associates (hereafter referred to as “Primary Provider”), and \_\_\_\_\_ (hereafter referred to as “Exempt 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 Delaware, Pennsylvania, New Jersey and Illinois, 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 Delaware, Pennsylvania, New Jersey and Illinois;

WHEREAS, Exempt Provider is currently licensed in \_\_\_\_\_ (states of licensure) as a not-for-profit Exempt 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 Exempt 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, Exempt Provider will be a non-exclusive Exempt 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 Exempt Provider hereby agree as follows:

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

- d. Safeguard Data – The Exempt 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 Exempt 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 Exempt Provider hereby agrees to perform the following services to Client Family under the Supervision of Primary Provider:
- a. Home Study
    - i. Exempt Provider will perform a home study evaluation and make a recommendation for adoption with respect to an Adoptive Parent(s)' desire to adopt a child from a foreign country.
    - ii. Exempt Provider will take any and all steps to ensure that the home study complies with applicable state law.
    - iii. Exempt Provider will abide by the Home Study Standards set forth in Hague Regulation 96.47.
  - b. Parent Training
    - i. Exempt Provider will perform training and/or discuss and ensure a thorough understanding of adoption training of the Client Family with the goal of promoting a successful intercountry adoption.
    - ii. Exempt Provider will abide by the Parent Training Standards set forth in Hague Regulation 96.48.
    - iii. Parent training shall consist of a minimum of 10 hours (independent of time spent performing the home study), and shall cover the topics specified in Hague Regulation 96.48.
  - c. Post-Adoption
    - i. Following placement of a child into a Client Family's home, Exempt 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, Exempt 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. Exempt 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, Exempt Provider will continue to provide those services to the Client Family, in cooperation with Primary Provider, to ensure that the transition of the child to the Client Family's home is successful. To the extent that a disruption or dissolution of adoption should occur, Exempt 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 Exempt Provider hereby agrees as follows:
- a. Standards – Exempt Provider agrees to continue to comply with the requirements imposed by Hague Regulation 96.45.

- b. Safeguard Data – The Exempt Provider will continue to limit the use of and safeguard personal data gathered or transmitted in connection with an adoption, as provided for in Hague Regulation 96.42.
- c. Reasonable Response Time re Request – The Exempt 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 Exempt Provider hereby agrees to provide to Primary Provider on a timely basis any data that is necessary to comply with Primary Provider’s reporting requirements.
  - 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 Exempt 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 Exempt Provider on the Client Family’s case:
  - (1) Primary Provider’s Social Work Supervisor will provide to Exempt 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's Social Work Supervisor 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's Social Work Supervisor, Primary Provider's Social Work Supervisor shall approve the home study in writing prior to finalization, in the format described in paragraph 4(b)(iii) below.
- B. Upon completion of the parent training, Primary Provider will collect from the Exempt Provider a written description of the topics covered during Parent training, fully executed by the Exempt Provider and the Client Family.
- C. Primary Provider will advise the Exempt Provider of details to permit Exempt Provider to comply with all applicable requirements for post-adoption reporting or follow-up on the adoption;
- D. Primary Provider will notify Exempt 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.

b. Lines of Authority

- i. The Exempt Provider may appoint an employee representative to perform the services contemplated hereunder. With respect to any such representative, the Exempt Provider shall provide to Primary Provider the following to ensure compliance with the requirements of Hague Regulation 96.37:
  - (1) Copy of Exempt Provider representative's CV that indicates educational level and adoption experience
  - (2) Copy of Exempt Provider representative's educational degree(s)
- ii. The Exempt Provider shall report to Primary Provider's Social Work Supervisor with respect to all services contemplated hereunder. The Exempt Provider shall submit all draft reports to, and take instruction from, Primary Provider's Social Work Supervisor with respect to providing the services required hereunder in accordance with applicable US and foreign law and policy.
- iii. The Exempt Provider will comply with the rules of 96.47.
- iv. Approval of Home Study – To the extent that the Exempt Provider is an Exempt Provider (i.e. not Hague accredited), approval shall be accomplished by the Social Work Supervisor'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 Exempt Provider shall be paid by the Client Family directly to the Exempt Provider.
- b. The fees due shall be determined by mutual consent between the Exempt Provider and the Client Family directly.

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

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

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 Delaware 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 further agree that the Superior Court of New Castle County, and the United States District Court, District of Delaware, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method evidencing receipt to the last known address of the party.

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 Exempt 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:  
Title:

\_\_\_\_\_  
Date

**EXEMPT PROVIDER**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date

## Schedule A - Section 96.35 - Suitability to Serve as Exempt Provider

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

I, \_\_\_\_\_, authorized representative of Exempt Provider, hereby disclose the following (as described in §96.35):

The Exempt Provider provides adoption services ethically and in accordance with the Convention's principles of: a. Ensuring that intercountry adoptions take place in the best interests of children; and b. Preventing the abduction, exploitation, sale, or trafficking of children.

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

Information for Agency, under its current or any former names:

- |                          | See                      |  |
|--------------------------|--------------------------|--|
| N/A                      | Below                    |  |
| <input type="checkbox"/> | <input type="checkbox"/> | a. Agency Lost Right to Provide Adoption Services - Any instances in which the Exempt Provider has lost the right to provide adoption services in any State or country, including the basis for such action(s);  |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Agency Denied Authority for Adoption Services in US or Abroad - Any instances in which the Exempt Provider was debarred or otherwise denied the authority to provide adoption services in any State or country, including the basis and disposition of such action(s);  |
| <input type="checkbox"/> | <input type="checkbox"/> | c. Licensure Suspensions, Sanctions - Any licensing suspensions for cause or other negative sanctions by oversight bodies against the Exempt Provider, including the basis and disposition of such action(s);  |
| <input type="checkbox"/> | <input type="checkbox"/> | d. Ten Year Disciplinary Record - For the prior ten-year period, any disciplinary action(s) against the Exempt Provider by a licensing or accrediting body, including the basis and disposition of such action(s);   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 Exempt Provider filed with any State or Federal or foreign regulatory body and of which the Exempt Provider was notified;   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 Exempt Provider, related to the provision of child welfare or adoption-related services, and the basis and disposition of such action(s). |
| <input type="checkbox"/> | <input type="checkbox"/> | g. 10 Year Criminal/Civil Violations - Any instances where the Exempt Provider has been found guilty of any crime under Federal, State, or foreign law or has been found to have committed any civil or administrative violation involving financial irregularities under Federal, State, or foreign law;  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 Exempt Provider, affiliate organizations, or by any organization in which the Exempt Provider has an ownership or controlling interest.

**Information about the Exempt 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;
    - 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);
    - 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 Exempt 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 Exempt Provider.

**If Exempt Provider is an individual:**

See  
N/A Below

- a. State Criminal Backgrounds/Child Abuse Clearances - Provides the results of a State criminal background check and a child abuse clearance to the accrediting entity;
    - b. Completed FBI Form - Completes and retains a FBI Form FD - 258 on file in case future allegations warrant submission of the form for a Federal criminal background check;
    - c. Lawyer Good Standing Certificate - If a lawyer, for every jurisdiction in which he or she has ever been admitted to the Bar, provides a certificate of good standing or an explanation of why he or she is not in good standing, accompanied by any relevant documentation and immediately reports to the accrediting entity any disciplinary action considered by a State bar association, regardless of whether the action relates to intercountry adoption;

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

Notice of Changes within 30 days - The Exempt 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 Madison Adoption Associates and/or to any and all state and federal licensing agencies that Madison Adoption Associates directs at the intervals set forth below. The reports must be completed by a duly licensed social worker or home study agency at the expense of the Adoptive Parents. All reports must be completed in the home by a licensed social worker. All such post-adoption reports shall be submitted, notarized and apostilled in a timely manner so that such reports are received by Madison Adoption Associates, and any and all state and federal licensing agencies that Madison Adoption Associates 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. Exempt 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 MAA.

### Colombia and Bulgaria (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

- (B) Additional reporting requirements exist for certain countries. Madison Adoption Associates 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 Madison Adoption Associates, and (b) entitles Madison Adoption Associates 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 Madison Adoption Associates or the social worker and/or home study agency completing the post-adoption reports.