



HOME STUDY SERVICES PROGRAM PARTICIPATION AGREEMENT

The Home Study Services Program Participation Agreement ("Agreement") set forth herein is between _____ and _____ ("Participants") and Adoption Center of Illinois at Family Resource Center ("Agency").

BACKGROUND

The purpose of this Agreement is to define the responsibilities and obligations of the parties participating in the Agency's Home Study Services Program ("HSS Program"). If, after reading this Agreement, the Participants decide to enter this Program, they should initial each page of the Agreement, sign the last page and return the Agreement to the Agency. Current fees for the HSS Program are set forth in the Adoption Programs Overview and Fee Structure, available on the Agency's website at www.adoptioncenterofillinois.org.

This Program is one of the adoption programs offered by the Agency. Participation in the HSS Program is separate and distinct from any other program offered by the Agency and does not prevent Participants from being active in other adoption programs.

In the HSS Program, the Agency works with Illinois residents who require a Home Study prepared by an Illinois licensed Child Welfare Agency in order to begin the adoption process. Participants in the HSS Program may request to have a Domestic and/or International Home Study prepared by the Agency. In addition to preparing the Home Study, the Agency makes available to Participants: Agency-provided training, post placement visits and reports and a Court Report, when required to finalize the adoption.

Each Participant is assigned a Home Study Worker who will be available to support Participants throughout the Home Study, training and post placement processes.

Participants of the HSS Program are expected to maintain a cooperative relationship with the Agency, as well as with any other agencies or birth parents with whom they work. **Participants are reminded that birth parents are under no obligation to place a child for adoption nor are they required to work with anyone with whom they do not feel comfortable.**

The Agency provides services to Participants and birth parents as governed by the guidelines, practices and stipulations set forth in the documents titled "Adoptive Parents' Rights and Responsibilities in Illinois" and "Birth Parents' Rights and Responsibilities in Illinois". The Illinois Department of Children and Family Services requires that these documents be read and signed by Participants and birth parents, respectively.

Participants understand that they will need to hire legal counsel to address any legal questions that may arise during the adoption process as well as for the actual adoption proceedings. Participants are responsible for their attorney's legal fees.

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AGENCY SERVICES AVAILABLE TO HSS PROGRAM PARTICIPANTS

- Pre-adoption counseling and support
- Information and adoption resources
- Agency-provided training
- Information regarding adoptive parents' rights and responsibilities in Illinois
- 24-hour availability of staff in adoption emergency situations
- Coordination with Participant's placing agency to ensure that all requirements of the placing agency and/or country/state are satisfied
- Distribution of documents to Illinois' Department of Child and Family Services as well as to Participant's attorney, other agency or other country from which Participant plans to adopt
- Post-placement visits and reports and a court report when necessary

HSS PROGRAM UNDERSTANDINGS AND RESPONSIBILITIES

- ✓ Participants understand that individual state laws may make the exchange of money or other things of value between adoptive parents and birth parents, as part of the adoption process, illegal. Any illegal payments or gifts to birth parents may be cause to invalidate an adoption and cause the adoptive parents to lose custody of the child. Participants are reminded to speak with an attorney in the state in which you are adopting to determine applicable state law.
- ✓ Participants understand that ACI has a strict policy prohibiting its employees and agents from giving money or other considerations, directly or indirectly, to a child's parent(s), other individual(s), or any entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, (applicable to international adoption cases) ACI may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provisions of child welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release a child for adoption.
- ✓ Participants agree to provide truthful and complete information during all interviews, meetings and interactions with the Agency. Failure to disclose information or provide complete information may be cause for the Agency to discontinue services to Participants. Furthermore, Participants agree to provide Agency, on an on-going basis, with all information requested, including but not limited to, any history of current or previous arrests and/or convictions, (**even if Participants have been told that certain information was expunged from their records**), and any legal, financial, medical, physical, mental health, alcohol or substance issues. Participants also agree to notify

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the Agency of any change of information initially provided, including but not limited to arrests and/or convictions, legal, financial, medical, physical, mental health, alcohol/substance issues, family status, employment or home address during the adoption process.

- ✓ Participants understand that any change of information including a move to a new address or the addition of a household member, including the birth or adoption of a child, may necessitate a Home Study update or new Home Study for which the family will be charged. Furthermore, Participants will be required to have their Home Study updated on an annual basis for which they will be charged a Home Study update fee.
- ✓ Participants understand that all adoption programs have the potential for significant emotional disappointment and that there is no guarantee that Participants' adoption efforts will result in an adoptive placement -- birth parents may change their minds or Participants may be unwilling to adopt a child after birth. Participants should only consider adoption with an understanding of and willingness to assume these risks.
- ✓ Participants agree that when they locate a birth mother or become pregnant, they will inform the Agency of the change in their status as soon as possible. In addition, they agree to notify their placing agency or attorney of such a change in their status.
- ✓ Participants understand that for six months after giving birth or becoming adoptive parents, they will not be able to have their Home Study updated to begin another adoption. After six months, Participants who have had a biological child may ask to update their Home Study and return to the HSS Program. Participants who have successfully completed an adoption and who wish to begin another adoption must submit another Home Study Application with appropriate Home Study Application fees.
- ✓ Participants understand that the Agency reserves the right to suspend or discontinue services to Participants at its discretion at any time. Reasons for the Agency to discontinue services include but are not limited to: lying about or failing to fully disclose information requested, illegal exchange of money between Participants and birth parents, undisclosed agreements or understandings between Participants and birth



parents, antagonistic behavior on the part of Participants, failure to maintain communication, or any other concern where, in the opinion of the Agency, it would not be advisable or in a child's best interest for the Agency to continue to assist with the implementation of an adoption plan. In any such situations non-refundable fees previously paid will not be returned.

- ✓ Participants understand that under Illinois adoption law, if their child's adoption has not been finalized in another state or country, they will need to hire an attorney in Illinois to initiate adoption proceedings, and the adoption will not be finalized until their attorney returns to court, approximately six months later. During this time, while the Participants are responsible for the child, the Agency continues to have a responsibility to supervise the placement of the child in Participants' home. During the pendency of this adoption, the Participants understand and agree that they will make themselves and the child available to the Agency and its representatives for interviews and observations at times convenient to ACI, at approximately one month intervals. Participants are aware that while up to five (5) Post Placement Reports are included in their Home Study fees, they will be charged by ACI for additional visits.
- ✓ Participants understand that their primary Agency contact is their Home Study Worker. In an emergency, the Agency's Executive Director can be reached 24 hours a day through the Agency's main telephone line.

FEES

Fees associated with the HSS Program can be found at the Adoption Center of Illinois at Family Resource Center website (www.adoptioncenterofillinois.org). Please note that fees are reviewed annually and may be changed at the discretion of the Agency's Board of Directors.

Please sign in the space provided and initial all pages. Then return this Agreement to the Agency to confirm your understanding.

Signature Adoptive Parent

Print Name / Adoptive Parent

Date

Signature Adoptive Parent

Print Name / Adoptive Parent

Date

For Adoption Center of Illinois at Family Resource Center:

Teresa Bernu, LCSW
Domestic Program Supervisor