

## HAGUE OUTGOING PRIMARY PROVIDER SERVICES AGREEMENT FOR PARENT-INITIATED OR RELATIVE CHILD ADOPTIONS

This Agreement to provide HAGUE OUTGOING PRIMARY PROVIDER SERVICES FOR PARENT-INITIATED OR RELATIVE CHILD ADOPTIONS (herein after also referred to as the "Agreement") is entered into between \_\_\_\_ and \_\_\_\_ \_\_\_\_\_ ("Participants") and Family Resource Center ("FRC").

### BACKGROUND

Family Resource Center has been accredited continuously since April 2008 to provide services for both incoming and outgoing international adoption services. The purpose of this agreement is to define Family Resource Center's HAGUE OUTGOING PRIMARY PROVIDER SERVICES and how potential adoptive parents (Participants) who are in need of such services can utilize them. Fees and costs related to these services are detailed in the body of this agreement.

FRC's Hague Outgoing Primary Provider Services [herein after also referred to as "the services"] are offered by FRC to assist participants with fulfilling the requirements stipulated under the Hague Convention on Intercountry Adoption in association with the adoption of children born in the United States and placed for adoption with non-US residents or non-US citizens residing outside of the United States, commonly referred to as Outgoing adoption cases. These services assist participants who have located a birth parent(s) who resides in the United States and outside of Illinois and have reason to believe the birth parent(s) is considering placing a born or yet to be born child or children for adoption with the participants. **This service does not include locating a birth parent on behalf of the participants.**

Purchase of the services by participants is governed by the understandings, fees and arrangements stated herein. As well, FRC's responsibilities to participants are governed by these same understandings.

Please be advised that FRC is also known as Adoption Center of Illinois at Family Resource Center, however the agency name used in cases involving international adoption, Hague Accreditation and Illinois Department of Children and Family Services (DCFS) licensure is the legal name, Family Resource Center.

### HAGUE OUTGOING ADOPTION SERVICE PLAN

Under the Hague Convention on Intercountry Adoption, as the primary provider, FRC bears responsibility to develop and implement a plan for the provision of all six required adoption services. The services are outlined below with an indication of which Central Authority or accredited or supervised agency or person shall provide each service. Central Authorities and governmental agencies or authorities are not required to be supervised as foreign supervised providers.

ADOPTION SERVICE PLAN

Identifying a child for adoption and arranging an adoption	
Securing the necessary consent to termination of parental rights to adoption	
Performing a home study and reporting on prospective adoptive parents or a background study and report on a child	
Making a non-judicial determination of a child's best interests and of the appropriateness of an adoptive placement	
Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	
Assuming custody of a child and providing childcare or any other social service, when necessary, because of a disruption pending alternate placement	

IN THE EVENT OF ADOPTION DISSOLUTION

Family Resource Center requests the adoptive family notify FRC as soon as practical in regard to any significant concerns about an adoption or an impending dissolution of an adoption. FRC will work cooperatively with the adoptive family and entities in both the receiving country and the US to locate resources for a permanent family for the child. Although cases will vary depending upon location and specifics, FRC may be willing to take custody of the child on a case by case basis.

UNDERSTANDING THE RISKS: Applicants must understand and agree to the following:

- Participants are encouraged and advised by FRC to seek and retain their own independent legal counsel to address any questions about adoption and the legal risks related to adoption. Participants are aware that FRC cannot and will not provide legal advice or opinions.
- Families understand that all parties are acting in good faith toward a successful adoption but the outcome of the adoption process cannot be guaranteed. Participants should only enter into this process with an understanding and willingness to assume these risks.
- The Hague Adoption Process calls for participants to accept a certain degree of **financial risk** in that they will pay non-refundable fees for services in advance of a possible placement and a placement may or may not occur. If participants agree to provide financial assistance to an identified birth parent as allowed by state law, in cases where birth parents choose not to place their child(ren) for adoption, funds spent in support of the birth parent are not recoverable, even though no placement occurred. As well, participants may, at their discretion, choose to discontinue birth parent support at anytime prior to adopting a child, predicated upon proper notice to FRC.

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- As there is no guarantee that participants' efforts will be successful, this process has the potential for significant **emotional risk** on the part of participants as a result of adoptions that do not occur because birth parents may change their mind, or because participants may not be willing to adopt a child after birth due to concerns about race, medical conditions or any other personal reason. Participants should only enter into this process with an understanding and willingness to assume these risks.
- FRC cannot and does not guarantee the honesty and integrity of birth parents, nor does FRC act as a guarantor that a birth parent has active medical insurance or public aid that might cover medical expenses. Any time FRC supervises an Adoption Service Provider that executes the taking of final and irrevocable surrenders for purposes of adoption from an identified birth parent with the knowledge and agreement of participants and there is an adoptive placement, the participants may be fully responsible for the birth parent and child's medical bills related to the birth of the child placed for adoption that are not otherwise covered by insurance or public aid.

### SERVICES TO PARTICIPANTS

Services available to participants who purchase these services may include, but are not limited to: ongoing pre-adoption counseling and support, information about adoption resources, coaching related to communicating with birth parents, support in gathering background information on birth parents, and support in obtaining medical information regarding the birth parent and child, obtaining necessary documentation requested by a participant's attorney, and obtaining and processing all documentation required in order to comply with The Hague Convention. Upon completion of a possible adoption, FRC will also complete the process to ensure issuance of a Hague Adoption Certificate or Hague Custody Declaration.

### SERVICES TO IDENTIFIED BIRTH PARENTS ON BEHALF OF PARTICIPANTS

Services available to birth parents working with participants in this process are provided by a local ASP who is in turn supervised by FRC. These services may include, but are not limited to: initial "screening interviews"; ongoing "casework services"; adoption planning & adoption counseling, which includes providing birth parents with supportive and truthful information about their rights and prerogatives in adoption; assistance with locating housing; referral to legal counsel if requested by birth parents or required by state law; transportation; referral to medical and hospital care; assistance with obtaining child care of other children during hospitalizations; and assistance with a range of specialized adoption services, including the taking of consents for the purposes of adoption and ensuring that birth parents understand the irrevocability of surrenders (or the equivalent in the state where birth parents reside) and ensuring to the best of FRC's ability that adoption is conducted in a manner consistent with the rules and stipulations set forth in The Hague Convention.

Participants may have direct contact with the designated birth parents **only** in ways that are approved and sanctioned by The Hague Convention. It is the participants responsibility to check with all Adoption Service Providers (ASPs) both in the country where they reside and with entities working with the birth parents in the United States, in advance of communication with birth parents to make sure that any communication is not in conflict with The Hague Convention. This may include, but is not limited to, contact by telephone, mail, email, texting, Skype or video conferencing, or face-to-face meetings with prospective birth parents.

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## BUDGETS AND PLANNING

As part of the process participants shall enter into an independent written agreement with the ASP providing services to the birth parent(s) on their behalf. This agreement is separate from any agreement between participants and FRC. Any fees due to the ASP providing birth parent services and support shall be paid directly to the ASP. The agreement shall clarify the participants' financial responsibilities to the ASP providing birth parent services. Participants are advised to be mindful of the costs associated with travel and the need for them to stay in the United States while awaiting approval from their local Central Authorities prior to returning home. Participants are also aware that they will be responsible for documents that only they can acquire, including but not limited to; visas, passport, etc., for their child. Participants are responsible for their own legal expenses.

## HOW THESE SERVICES ARE PROVIDED

All participants must have a current and valid homestudy completed by a Hague accredited agency in their home country and an Article 15 letter specifically approving the participants to adopt a child(ren) from the US. Participants will also share basic information about the birth parent they have identified.

FRC will conduct an initial assessment of the situation and determine whether or not FRC can assist with the possible adoption. Only if FRC and the participants are able to identify a cooperative Hague Accredited agency or agency or person that can be supervised by FRC in the state where the birth parent(s) reside, will FRC agree to provide Hague Outgoing Primary Provider Services.

The local supervised ASP shall make arrangements to speak with the birth parent(s) and confirm their understandings and desire to place a child(ren) for adoption with the participants.

Throughout this process, FRC is prepared to provide participants with professional social work support and adoption counseling services.

## PROGRAM ETHICS & EXPECTATIONS

FRC's Hague Outgoing Primary Provider Services are designed to assist participants who have already identified a cooperative relationship with US resident birth parents who are considering placing a child(ren) for adoption with the participants.

Participants understand that FRC has and all Supervised Providers must have a strict policy prohibiting 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 US state, participants 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

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generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release a child for adoption and must abide by applicable US state law.

FRC is committed to ensuring that all services provided to birth parents are without obligation and that birth parents are aware that regardless of whether or not they receive emotional or financial support they do not have to place a child for adoption or to work with anyone with whom they do not feel comfortable. Participants understand and agree that they must uphold and keep any promises and commitments to birth parents [such as photographs, letters, face-to-face meetings and allowable financial support as part of the adoption plan]. Both participants and birth parents must agree that if any promises have been made between them all such promises made between them shall be made known to all ASPs.

Participants understand that it is their responsibility to obtain a full understanding of what is and is not allowed both in the United States and in their country of residence as their actions relate to The Hague Convention. Further participants understand that they can either knowingly or unknowingly take actions in relationship with birth parents, which under the rules of The Hague Convention might jeopardize their ability to complete an adoption.

Participants agree to hold and save harmless Family Resource Center and its representatives of any and all reasonable expenses and fees for such attorneys and its costs, in the event it should become necessary or advisable, in the reasonable opinion of Family Resource Center or its representatives to be represented by attorneys in any judicial proceedings related to the process of adopting this child, or any judicial proceedings ancillary thereto, provided however, this indemnification is not intended to apply should Family Resource Center be adjudicated to be negligent in discharging its responsibilities in said adoption process.

### PARTICIPANTS DECIDING TO DISCONTINUE SERVICES & PROPER NOTICE

A decision to discontinue service on the part of participants, must be put in writing and sent to FRC by fax, or email communication, followed by a telephone call and confirmation with their assigned FRC staff or the Executive Director that the fax or email was received. Taking the action described above constitutes "proper notice" to the agency by participants of a decision to discontinue providing services to the identified birth parent and discontinue participation in this program. When participants choose not to continue working with a specific birth parent – they are aware that all funds spent in association with these services are non-refundable.

### BIRTH PARENTS DECIDING TO DISCONTINUE SERVICES

Should FRC become aware that any given birth parent wishes to discontinue working with the participants, FRC will inform the participants and the Central Authority and/or Home Study provider verbally and in writing as soon as practical.

### COMMUNICATION EXPECTATIONS

FRC requests participants keep in mind the potential for difficulty with this process. Often, in matters pertaining to adoption, emotions run high. It is strongly recommended that all parties stay in good communication with one another.

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Participants requesting Hague Outgoing Primary Provider Services will be assigned a dedicated FRC Hague Case Coordinator. FRC's Hague Case Coordinator can be expected to communicate directly with participants a minimum of once a week, with the exception of unusual or emergency circumstances (i.e., the time prior to and following the delivery of a child or during the period of initial contact) when contact may be more frequent. In addition to the contacts referred to above, in cases of concern or emergency, FRC's Executive Director is also available to speak with participants 24 hours a day.

It is FRC's expectation that participants will, even in the face of emotional intensity and raised anxiety, be patient and civil in their communication with FRC. FRC reserves the right to withdraw from this agreement at any time if, at their sole discretion, FRC believes that the participants have become adversarial in their relationship with FRC.

### FEES FOR SERVICES

There are three phase of payment associated with the provision of Hague Outgoing Primary Provider Services and these are as follows:

1] Phase I - Application/Orientation/Evaluation Fee (AOE Fee) \$2,500

This non-refundable fee is due on submission of application and this agreement and covers:

- a) FRC's preliminary review of the participants' current valid Hague approved home study
- b) FRC determination of the viability of the possible adoption and whether or not FRC thinks that the participants are a good "match" to work with FRC
- c) Services associated with FRC processing the participants' application
- d) Orientation of participants to the Hague Convention adoption process in the United States
- e) Initial communication with other adoption service providers
- f) A non-refundable \$500 Monitoring and Oversight fee that FRC will pay directly to IAAME, ([www.IAAME.net](http://www.IAAME.net)) the Department of State authorized accrediting entity, for the adoption of ONE child.

2] Phase II - Initial Hague Outgoing Primary Provider Services Fee \$2,500

This non-refundable fee is due upon FRC's determination of the viability of the potential adoption and covers FRC's initial Hague Outgoing Primary Provider Services, which include and are not limited to;

- a) ongoing communication with and supervision of the Hague accredited or supervised home study service provider,
- b) ongoing communication with and supervision of the local Hague accredited or supervised ASP providing services to the birth parent(s),
- c) preparation of all required preliminary documentation in compliance with Hague Convention rules.

3] Phase III - Final Hague Outgoing Primary Provider Services Fee \$2,500

This non-refundable fee is due after final and irrevocable surrenders for adoption or their equivalent have been executed and the participants agree to proceed with the adoption, and covers the review and/or preparation of all documents required to proceed with a Hague approved international adoption including but not limited to;

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- a) documentation required in the Child Background Study
- b) documentation required with birthparent consents for adoption
- c) documentation required in completion of Article 16 letter
- d) documentation required in completion of Article 17 letter
- e) sending any/all documentation to appropriate authorities
- g) review and procurement of all other documentation that may be required in order for participants to return to the country where they reside (except for those documents which only the participants can obtain),
- h) monitoring a case and obtaining custody of a child and providing childcare or any other social services, when necessary, because of a disruption prior to a child leaving the US, pending alternate placement if applicable
- i) review of post-placement supervision reports
- j) upon completion of the adoption, submission of application and documentation for Hague Adoption Certificate or Hague Adoption Decree

**Please note: If more than one child is being adopted, Phase III will include an additional \$500 Monitoring and Oversight fee per child. FRC will pay this fee directly to IAAME, the accrediting entity, for the adoption of more than one child.**

### SPECIAL NOTE REGARDING MEDICAL BILLS AND MEDICAL EXPENSE LIABILITIES

Although FRC will not be directly involved with providing services to birth parents, FRC is notifying the participants that in the United States it is usual and customary for adoptive parents to pay medical bills that are not otherwise covered by medical insurance or public aid and as allowed by state law. Although expenses may be covered by medical insurance and/or public aid, there is no guarantee that public aid or private insurance will pay any portion of the birth mother or child's medical bills. State funded medical assistance programs and insurance programs vary by state and it is therefore important that potential adoptive parents thoroughly discuss with the ASP who working with the birth parent(s) how medical expenses will be handled for the adoption in question.

### SPECIAL NOTE REGARDING ADDITIONAL EXPENSES

The following include but are not to be considered a comprehensive list of additional fees that may be required as part of the adoption process. These fees are not paid to FRC as part of the Primary Provider Services and are the sole responsibility of the participants: Home Study and associated background clearance fees, adoption education and training, document and dossier translation fees, United States travel and lodging fees during stay to complete adoption and immigration process, US attorney and court fees, passport, medical exams required prior to departure from the US, post-placement supervision visits.

### HOW TO PROCEED

Provided that the understandings in this agreement are clear and that you are in agreement with them, please return this agreement to Family Resource Center, along with the \$2,500 Phase I fee and the FRC Primary Provider application.

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To confirm your understanding and acceptance of the terms of this agreement, please sign this agreement in the space provided, and initial all preceding pages. All fees are paid in US Dollars by check or by credit card (credit card payments are subject to a 3.5% service charge).

Participants will receive a subsequent invoice for the Phase II and Phase III fees as the adoption process proceeds.

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Signature Adoptive Parent                      \_\_\_\_\_  
Print Name / Adoptive Parent                      \_\_\_\_\_  
Date

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Signature Adoptive Parent                      \_\_\_\_\_  
Print Name / Adoptive Parent                      \_\_\_\_\_  
Date

For Family Resource Center:

Jane B Turner, ACSW  
Executive Director

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