



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

This Agreement to provide PRIMARY PROVIDER SERVICES (herein after also referred to as the "Agreement") is entered into between ("Participants") and Family Resource Center ("FRC").

The purpose of this agreement is to define FRC's PRIMARY PROVIDER SERVICES and how potential adoptive parents (Participants) who are in need of such services can utilize them.

If, after reading this agreement, you decide to obtain these services, please follow the instructions in the section titled "How to Proceed" at the conclusion of this agreement. Fees and costs related to these services are detailed in the body of this agreement.

Please be advised that FRC is also known as Adoption Center of Illinois at Family Resource Center, however the agency name for Hague Accreditation and Illinois Department of Children and Family Services (DCFS) licensure is our official legal name, Family Resource Center.

### BACKGROUND

The Hague Convention on the Protection of Children and Co-operation in Respect of Intercountry Adoption (Convention) is an international agreement to safeguard intercountry adoptions. Concluded on May 29, 1993 in The Hague, the Netherlands, the Convention establishes international standards of practices for intercountry adoptions. The Convention applies to all adoptions by U.S. citizens habitually resident in the United States of children habitually resident in any country outside of the United States that is a party to the Convention.

The Intercountry Adoption Universal Accreditation Act of 2012 (UAA) extends the same safeguards provided in Hague Convention adoptions to orphans who are being adopted from countries that are not party to the Hague Adoption Convention. All intercountry adoptions must be processed under the supervision of a Hague Convention accredited Adoption Service Provider (adoption agency). This means that any family intending to bring a child into the US through adoption, including related children, must engage the services of an accredited adoption service provider prior to completing an adoption. Safeguards under the UAA apply the same Hague Adoption Convention-compatible standards. This ensures a consistent level of ethical standards of practice, transparency and safeguards against child trafficking and corruption if a child is adopted through either a convention or non-convention country.

FRC's 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 and the UAA in association with the adoption of children in Hague or non-Hague countries. 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.

## PARENT-INITIATED OR RELATIVE CHILD ADOPTION SERVICE PLAN

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 accredited agency or person or governmental entity shall provide each service. As FRC is the primary provider, other agencies or individuals may act as “supervised providers” to complete each service. Note: Central Authorities and governmental agencies or authorities are not required to be supervised as foreign supervised providers.

Identifying a child for adoption and arranging an adoption	As dual US/Nigerian citizens, PAPs applied to Ministry of State for adoption of a child. Adoption arranged by the Ministry.
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	Home Study: Child report:
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	Adoption finalized on prior to contact with FRC
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 DISRUPTION

When an adoption has not yet finalized, Family Resource Center requests the potential adoptive family notify FRC as soon as practical regarding an impending disruption. This paragraph will include case specific information regarding legal and financial responsibility for transfer of custody and for the care of the child. When cases involve IR-4 visas and a disruption occur after a child has arrived in the US, this paragraph will also address elements 96.50(f) (2-4) which includes the impact of child's wishes and notification of the Central Authority.

## IN THE EVENT OF ADOPTION DISSOLUTION

Family Resource Center requests the adoptive family notify FRC as soon as practical regarding any significant concerns about an adoption or an impending dissolution of an adoption. FRC will work cooperatively with the adoptive family to locate resources for a permanent family for the child. The agency may be willing to take custody of the child on a case-by-case basis.

## UNDERSTANDING THE RISKS

Families understand that all parties are acting in good faith toward a successful adoption but that the outcome of the adoption process cannot be guaranteed. Participants should only enter 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.

For a variety of reasons, not the least of which is that there is no guarantee that participants' efforts will be successful, this process has the potential for significant emotional disappointment on the part of participants because of placements that do not occur, or where the process to bring the child to the US does not occur. Although participants may apply to FRC and sign this agreement prior to completion of their home study, participants must understand that their home study must be approved and accepted by all parties including USCIS and the foreign country

governmental authorities as applicable.

### EXPECTATIONS OF PARTICIPANTS

It is incumbent upon the Participants to review the country specific information in its entirety on the US Department of State website. This information includes contact information for the offices that oversee adoption in every country and an overview of the country's adoption process and laws. Visit [www.adoption.state.gov](http://www.adoption.state.gov) for country specific information. Also visit [www.uscis.gov/adoption/immigration-through-adoption/orphan-process](http://www.uscis.gov/adoption/immigration-through-adoption/orphan-process) (non-Hague) or [www.uscis.gov/adoption/immigration-through-adoption/hague-process](http://www.uscis.gov/adoption/immigration-through-adoption/hague-process) (Hague) to confirm if the child will qualify for international adoption.

Participants are aware that FRC cannot and will not provide legal advice or opinions. Further, it is the responsibility of participants to ensure that all documentation, legal and otherwise, pertaining to the proposed adoption meet the statutory and legal requirements of the country of origin, the Hague Convention and USCIS. FRC strongly encourages you to obtain competent legal counsel in the country of origin and the US state where they reside as applicable.

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 foreign country and US state, an agency or person 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.

All documents relating to the adoption of the child must be shared with FRC. These include, but are not limited to documents that declare the child to be free for adoption, a child's background study (including all medical/social/educational history about the child), all court documents, documents prepared by an in-country attorney, birth certificates, passport, etc.

Adoptive families often have contacts in foreign countries, either government officials or attorneys or others who are familiar with adoption regulations. It is essential that contact information be shared with FRC. It is incumbent upon FRC, as the Primary Provider, to make a reasonable effort to ensure that the contacts a family has made are the correct venue for proper adoption processing. Intercountry adoption is a complicated process. Some countries have separate types of adoption; one for domestic in-country adoptions and one for children who will be adopted by foreigners or by persons holding citizenship in that country but intending to bring the child into the US. It is essential that the appropriate steps be taken, in the proper sequence, to avoid steps that may run contrary to the intercountry adoption regulations and thus prevent a family from gaining a visa to bring the child into the US.

Participants must keep detailed information regarding any adoption-related fees previously paid prior to FRC's involvement in the process and all fees paid as the adoption process continues. Receipts should be kept, and a copy of all receipts should be shared with FRC. Participants are directed to the State Department website ([adoption.state.gov](http://adoption.state.gov)) with information on adoption fees for each country adoption program. This fee information offers a reliable source of information and a benchmark to ensure that fees paid in-country are not unreasonably high and not intended to influence 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.

### COMMUNICATION EXPECTATIONS

Participants requesting Primary Provider Services will be assigned an FRC Case Coordinator. The Case Coordinator can be expected to communicate directly with participants on an ongoing basis. Phone calls and emails will be responded to within 24 to 48 hours. A cell phone number will be provided, and 24-hour availability is available for unusual or emergency circumstances.

In addition to the contacts referred to above, FRC's Executive Director is available to speak with participants during regular working hours, and in an emergency. The Executive Director can be contacted 24 hours a day through FRC's main line. Participants are encouraged to send to FRC's Executive Director via email, any concerns, or questions so that their thoughts are addressed on an ongoing basis.

FRC requests that participants keep in mind the potential for difficulty with this process. Often, in matters pertaining to adoption, emotions run high. The best that all parties can do is to stay in communication with one another, even when this is the case. It is also important to remember that in adoption situations communication can become confused and therefore participants and FRC shall strive to and are responsible for keeping lines of communication open.

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.

### PARTICIPANTS DECIDING TO DISCONTINUE SERVICES & PROPER NOTICE

A decision to discontinue service on the part of the participants must be put in writing and sent to FRC by fax or email communication, followed by a telephone call and confirmation with 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. When participants choose not to continue working with FRC they are aware that all funds previously paid in association with these services are *non-refundable*.

### FEES FOR SERVICES

There are two phases of payment associated with the provision of Primary Provider Services. In Phase I, FRC will conduct an initial assessment of the potential adoptive placement and determine whether FRC can assist with Primary Provider services. Phase II occurs if a valid home study has been completed and FRC and the participants are able to identify a cooperative in-country governmental entity or attorney.

#### 1] Phase I

\$3,350

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

- a) services associated with FRC processing the participants' application
- b) initial communication with other adoption service providers, in-country attorneys, and governmental authorities
- c) FRC's preliminary review of all documents related to a potential adoption or finalized adoption

- d) review of documentation required with termination of parental rights.
- e) review of documentation required in the Child Background Study
- f) review of documentation regarding non-judicial determination of a child's best interest and the appropriateness of an adoptive placement
- g) FRC determination of the viability of a possible adoptive placement and FRC's willingness to serve as Primary Provider

Note: Phase I includes an \$815 Monitoring and Oversight fee. FRC pays this non-refundable fee to CEAS, the accrediting entity, for the adoption of one child. If more than one child is being adopted, Phase I will include an additional \$1,350 per child (\$815 for each child will be sent directly to CEAS for Monitoring and Oversight).

## 2] Phase II – Primary Provider Services Fee \$3,100

This non-refundable fee is due upon FRC's receipt of an initial draft or previously completed Home Study and covers:

- a) ongoing communication and supervision of the approved home study service provider
- b) review of international home study to ensure full compliance with Hague standards
- c) ongoing communication with and supervision of the foreign supervised providers, foreign attorneys, governmental agencies, and Central Authorities as applicable
- d) submission of home study to Central Authority or alternative designated authority
- e) review and or preparation of all documentation to ensure compliance with Hague Convention rules
- f) monitoring a case after a child has been placed with prospective adoptive parents until final adoption, if applicable
- g) assuming custody of a child and providing childcare or any other social service, when necessary, because of a disruption pending alternate placement if applicable
- h) support to complete USCIS and visa application documents and forms,
- i) review of prospective adoptive parent USCIS approval
- j) review of all other documentation that may be required for the participants to return to the United States
- k) review of post-placement reports until finalization (IR-4) or post-adoption reports.
- l) after adoption is finalized, ensure submission of application and documentation for Hague Adoption Certification if applicable

Note: Home Study Update/Addendum: If a "Request for Evidence" (RFE) or "Notice of Intent to Deny" (NOID) is issued by USCIS for your non-disclosure of information, a review fee of \$250 will be due. Examples of non-disclosures: Any arrest, conviction, or other criminal history, even if the record was expunged, sealed, and/or pardoned; previous divorces/annulments; any additional children, biological or adopted; any residence (State/Country) you resided in since the age of 18 that was not included in the HS as a child abuse registry clearance is required.

Additionally, a \$250 Home Study Update review fee will also be required when a significant change occurs in the household, including but not limited to a change in residence, family composition, marital status, criminal history, or financial resources.

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.

Third Party Fees	
<b>Passport</b> (For applicants without current US passport)	<b>\$110</b> per person
<b>USCIS application:</b> All U.S. families must receive approval from U.S. Citizenship and Immigration Services (USCIS) before bringing a child to the U.S. for adoption. USCIS requires families to pay an application and fingerprinting fee.	<b>\$775</b> application + <b>\$85</b> fingerprinting fees per adult
<b>Pre-adoption Medical Review of Child Referral:</b> Review of child referral with a pediatrician experienced in international adoption to discuss potential diagnoses and outcomes as well as identify resources needed to meet the child's needs.	<b>\$250 - \$800</b> (costs vary by reviewer)
<b>Document Translation/Interpretation Services:</b> Costs for obtaining, translating, or copying records or documents required to complete the adoption, costs for the child's court documents, passport, adoption certificate and other documents related to the adoption, and costs for notarizations and certifications.	<b>\$50-\$60 per hour</b> <b>10-25 cents/word</b>
<b>Child Expenses in-Country:</b> Clothing, food, shelter, medical care, foster care services, orphanage care, and any other services provided directly to the child.	<b>\$300/month</b> (estimate)
<b>Child Medical Examination in-Country:</b> Should the general examination reveal the need for additional tests or a more specialized examination, the work will be performed by consultants chosen by the applicants or designated by you. Any fee in conjunction with further tests or examinations will be at the expense of the applicant. Any additional chest radiographs or laboratory tests required to clarify results compromised by performance or laboratory error must be performed at no extra charge to the applicant.	<b>\$100 - \$200</b> plus immunizations as needed (estimate)
<b>Immigrant Visa interview and processing fee</b>	<b>\$325</b>
<b>Home Study, Training, Post-Placement/Adoption visits/reports</b> (Participants working with other Exempt or Supervised Home Study Provider): Fees for the home study, post-placement reports until finalization (IR-4) or post-adoption reports will be determined by and paid directly to Participant's home study provider.	<b>TBD by Home Study Provider</b>
<b>International Re-Adoption:</b> Adoptive parents are recommended and/or required to re-adopt their child once arriving in the US. Recognition and validation of the adoption is subject to the laws of the parents' state of residence and you may need to retain an attorney to complete the re-adoption. Review <a href="https://www.childwelfare.gov/resources/state-recognition-intercountry-adoptions-finalized-abroad/">https://www.childwelfare.gov/resources/state-recognition-intercountry-adoptions-finalized-abroad/</a> for further information.	<b>\$25 - \$1,500</b> (costs vary by state)
<b>In-Country Adoption Fees Including Required Contributions:</b> Orphanage fee, attorney fees, court costs, birth certificate, passport, and any other costs related to providing adoption services in the child's country of origin, contributions to the child protection/child welfare service programs in the child's country of origin or in the United States.	<b>\$500 - \$2,000</b>
<b>Travel Cost Estimate:</b> Expenses vary depending upon where you go and the time of year that you travel. These expenses include airfare, lodging, meals and ground transportation.	<b>\$3,000 - \$10,000</b>

## HOW TO PROCEED

Provided that the understandings in this agreement are clear and that you agree with them, please return this agreement to Family Resource Center. Participants will receive an invoice for the Phase II fees as the adoption process proceeds. To confirm your understanding and acceptance of the terms of this agreement, please sign this agreement in the space provided.

\_\_\_\_\_  
Signature Adoptive Parent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Adoptive Parent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

For Family Resource Center:

Jane B Turner, ACSW, Executive Director