



## HOME STUDY SERVICES PROGRAM PARTICIPATION AGREEMENT

The Home Study Services Program Participation Agreement ("Agreement") set forth herein is between \_\_\_\_\_ ("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"). In the HSS Program, the Agency works with Illinois residents who require a Domestic or International Home Study prepared by an Illinois licensed Child Welfare Agency for the purpose of adoption.

Please note: Agency's Home Study Services Program for International Adoption does not include Primary Provider Services. Participants pursuing International Adoption must identify and retain a Primary Provider to oversee their International Adoption prior to signing this agreement.

### PROGRAM UNDERSTANDINGS AND RESPONSIBILITIES

By entering into this Program Participation Agreement, all parties have read, understood, and agree to the following:

- Participants of the HSS Program shall maintain a cooperative relationship with the Agency, its representatives, any/all expectant or birth parents, as well as outside agencies or attorneys with whom such parties work.
- Participants understand they will need to retain an attorney at their sole expense to address any legal questions that arise during the adoption process.
- Participants understand the Agency prohibits its employees and agents from giving money or other considerations, directly or indirectly, to a child's parent(s), or other entities as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, (international adoption cases only,) Agency may remit payments in accordance with Hague Standard 96.36 (a) <sup>M</sup>.
- 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. This includes but is not limited to information regarding current or previous arrests and/or convictions (**including information expunged from records**), financial, medical, mental health, and/or substance abuse issues. Participants agree to notify the Agency of any change of information initially provided.
- Participants understand they must inform the Agency when they match through an outside resource, receive a referral, or become pregnant. In addition, they agree to notify their placing agency or attorney of such a change in their status.
- Participants pursuing domestic adoption will be required to have their Home Study updated on an annual basis; and participants pursuing international adoption will need to update their home study prior to their I800A/I600A expiring (if an I800/I600 has not been

filed for a specific child). The respective fee will be charged. Participants understand that any change of information, including but not limited to a change of residence or household composition, will also necessitate a Home Study Update.

#### **ON HOLD POLICY & FEES:**

- Participants can choose to go on hold at any time during the adoption process. If Participants who have been assigned a Home Study Worker are on hold for more than 12 months, they will be required to pay a Reactivation Fee prior to resuming active status. The Reactivation Fee can be found in the current Fee Schedule. Upon submission of the fee, families will be required to participate in an interview with a program supervisor. The Home Study is included in the Reactivation Fee.
- Under the following circumstances, Participants will be **required** to go on hold:
  - Pregnancy: Participant must go on hold once they enter the second trimester. Participants must remain on hold until the child reaches one year of age. Participants will be required to pay a Reactivation Fee prior to resuming active status. Participants must participate in an interview with a program supervisor and complete a Home Study Update.
  - In rare circumstances, Participants may adopt a child independently without the use of ACI home study services (i.e., relative adoption, current foster child placement). In these circumstances, Participants will be required to go on hold for one year from the time of placement and will be required to pay a Reactivation Fee prior to resuming active status. Participants must participate in an interview with a program supervisor and complete a Home Study Update.
- Participants who stop communicating with ACI for more than 6 months will be automatically placed on hold. Participants will be required to pay a Reactivation Fee prior to resuming active status.
- Participants on hold for more than 4 years without reactivation will be closed. Any eligible refund not previously requested will be forfeited at that time. A new application and Phase I fee will be required in order to resume the process.
- Participants understand that after completing an adoption using the HSS Program services, they are required to wait 12 months from the time of placement before pursuing another adoption. Applicants must then submit a new Home Study Application and respective fee.
- Participants understand all adoption programs have the potential for significant emotional risk and that there is no guarantee that Participants' adoption efforts will result in an adoptive placement. Participants should only consider adoption with an understanding of and willingness to assume these risks.
- Participants understand the Agency reserves the right to suspend or discontinue services to Participants at its discretion. Reasons for the Agency to discontinue services include but are not limited to: failing to fully disclose information requested, illegal transfer of funds, monetary gifts, and/or undisclosed agreements between Participants and expectant parents, antagonistic behavior, 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.

- Participants understand they will need to retain an attorney at their sole expense for the finalization of their adoption. Prior to finalization, the Agency is responsible for supervising the placement and completing post placement visits and reports.
- Participants understand five (5) Post-Placement/Adoption Reports are included in the Phase I fee. Participants are aware they will be charged additional fees if they are adopting more than one child.
- Participants understand a designated Home Study Worker will be assigned to them and be their primary Agency contact. In an emergency, the Agency can be reached 24 hours a day through the main telephone line.
- Participants agree to hold and save harmless Agency 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 Agency 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 understand if the Agency determines in good faith and in its sole discretion that Participants have failed to comply with the terms of this Agreement, there shall be cause for Agency to terminate services with Participants. In any such situations, non-refundable fees previously paid will not be returned.

**PROGRAM FEES:**

- Participants acknowledge they received a copy of the current Fee Structure at the time of application. Participants acknowledge that fees are reviewed annually and may be changed at the discretion of the Agency’s Board of Directors. The current Fee Structure is available on the ACI website at <https://www.adoptioncenterofillinois.org/adopting-a-child/documents-and-fees/>

Please sign below to confirm your understanding.

\_\_\_\_\_  
Signature

Print Name

Date

\_\_\_\_\_  
Signature

Print Name

Date