



Adoption Center of Illinois
at Family Resource Center

TRADITIONAL ADOPTION PLACEMENT PROGRAM PARTICIPATION AGREEMENT

The Traditional Adoption Placement Program Participation Agreement ("Agreement") set forth herein is between _____ and _____ ("Participants") and Family Resource Center ("FRC").

BACKGROUND

The purpose of this Agreement is to define the responsibilities and obligations of the parties participating in FRC's Traditional Adoption Placement Program ("TAP Program"). If, after reading this Agreement, the Participants decide to enter into this Program, they should initial each page of this Agreement, sign the last page and return the Agreement to FRC with their Phase II fee. Current fees for the TAP Program are set forth in the Domestic Program Overview and Fee Structure.

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

FRC's TAP Program works with prospective adoptive parents who are hoping to adopt a child and with birth parents considering making an adoption plan for one or more of their children. In FRC's TAP Program, FRC pays all pre- and post-placement birth parent expenses. Participants pay fees to FRC in installments as set forth in the Domestic Program Overview and Fee Structure.

Participants are responsible for understanding their financial obligations under this Agreement. It is incumbent upon Participants to read through the Domestic Program Overview and Fee Structure and ask questions about any financial matters that are unclear to them. Participants should have a thorough understanding of the program's fees and when payments are due.

Family Based Financial Aid, which can be applied only towards certain TAP program fees as described in the Domestic Program Overview and Fee Structure, may be available for United States residents based on financial need. FRC's Board of Directors manages this program. It is the responsibility of Participants interested in obtaining Family Based Financial Aid to learn about the program and to submit an application for aid and maintain their eligibility for such aid if granted an award.

Participants of the TAP Program are expected to maintain a cooperative and harmonious relationship between themselves, FRC and birth parents. To the extent possible, subject to

_____/_____

applicable laws, FRC will attempt to accommodate the wishes of birth parents and Participants during the adoption process.

Each Participant will be assigned a designated Home Study Worker, and though such Worker may change from time to time, a Home Study Worker will be available to support Participants throughout the adoption process.

Birth parents in all FRC programs are informed that they are under no obligation to place a child for adoption or required to work with anyone with whom they do not feel comfortable. FRC expects that birth parents and Participants will work with each other and with FRC on a basis of mutual respect.

FRC's primary responsibility in all of its adoption placement programs is to find good homes for children being placed for adoption. FRC utilizes outreach efforts to make its services known to men and women who are considering placing a child for adoption. FRC is not responsible for finding children for Participants. Furthermore, for a variety of reasons, FRC cannot and does not guarantee that participation in the TAP Program will result in Participants adopting a child.

FRC's services to Participants and birth parents are 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" respectively. The Illinois Department of Children and Family Services mandates that these documents be read and signed by Adoptive Parents and Birth Parents. Copies of these documents are made available to Participants concurrent to submitting an Application to FRC and are available on FRC's website.

Participants are advised by FRC to seek and retain their own independent legal counsel to address legal questions throughout the adoption process. Participants understand that they will be required to obtain independent legal counsel in order to adopt in Illinois and that they are responsible for paying their own legal fees.

Please review the Domestic Programs Overview and Fee Structure and familiarize yourself with the fee associated with Phase I, Phase II and Phase III of the TAP Program.

FRC's TRADITIONAL ADOPTION PLACEMENT (TAP) PROGRAM

In FRC's TAP Program, FRC works with birth parents and prospective adoptive parents who have contacted FRC to make an adoption plan. Participants create a photo book, and have the option to create an on-line profile, which is shown to birth parents whose expectations match Participants' expectations. Decisions as to which Participant is chosen are made by the birth parent. FRC has no input into birth parents' decisions. Participants should understand that the more open they are to various potential situations, the more often their photo books will be shown. Once a birth parent has selected a Participant, there is frequently an opportunity for birth parent and Participants to talk and/or meet. At all times during this process birth parents

and Participants are reminded that either is free to change their mind and not go forward with a Placement. Once birth parents sign Irrevocable Surrenders, their rights to parent their child are terminated.

SERVICES TO TAP PROGRAM PARTICIPANTS

- ongoing pre-adoption counseling and support
- information and adoption resources
- coaching related to assembling photo books and meetings with birth parents
- presenting photo books to birth parents
- providing FRC pre- and post- adoption training
- obtaining birth parent and child's available medical and social history
- assisting with introduction of Participants to birth parents considering placing a child for adoption
- facilitating pre- and post-placement meetings between Participants and birth parents
- providing information regarding adoptive parents' rights and responsibilities
- 24 hour availability of staff in adoption emergency situations
- arranging and coordinating hospital visits following the birth of a child
- support with creating individualized independent marketing plans
- obtaining available necessary documentation from birth mothers and, when possible, from designated putative or legal fathers
- providing necessary documentation to the Participant's attorney
- assisting with planning and coordination of post-adoption communication between birth parents and adoptive parent

SERVICES TO BIRTH PARENTS

- general options counseling
- initial needs assessment
- adoption education counseling
- information regarding birth parents' rights and responsibilities
- support in mapping out an individualized adoption plan
- financial assistance related to the health/wellbeing/activities of daily living as indicated for birth parents and their children
- referral to legal counsel when requested or indicated
- referral to psychological counseling when requested or indicated
- referral to prenatal and hospital care
- assistance obtaining insurance when possible
- assistance obtaining child care during hospitalization and temporary child care for infants and children in adoption situations
- assistance speaking to hospital personnel in order to advocate for birth parent
- review of all documents associated with adoption

- help in clarifying pre- and post-adoption communication expectations
- accompanying birth parents to visits with adoptive parents as requested
- coordination of communication between hospital, agency and adoptive parents
- assistance with obtaining supplementary delivery support (doulas, RN-midwives, labor preparation classes, etc.)
- accompanying birth mothers through labor and delivery when requested and possible
- taking Final Surrenders for purposes of adoption and ensuring that birth parents understand the irrevocability of such Surrenders
- assistance with planning and coordination of post-adoption communication between birth parents and adoptive parents
- post adoption placement support
- referral to resources to help with parenting a child if adoption is not the right choice for birth parent or child

GENERAL UNDERSTANDINGS

Birth parents will be informed that once they select prospective adoptive parents to work with, and the prospective adoptive parents have agreed to work with them, Participants photo books will not be shown to other birth parents. Birth parents will also be informed that, just as they may choose not to proceed with an adoption, Participants may, for a variety of reasons, also choose not to proceed with an adoption.

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 terminate this Agreement at any time, if, at its sole discretion, FRC believes that the Participants have become adversarial in their relationship with FRC.

Adoption in Illinois cannot involve an exchange of money or things of value between adoptive parents and birth parents as part of the adoption process. Illinois law allows adopting parents to give a gift(s) to birth parents as long as the total value of the gifts do(es) not exceed \$200. 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. FRC reserves the right to discontinue provision of services to any Participant who knowingly or unknowingly violates this understanding and does anything that could be construed as a financial inducement to cause a birth parent to place a child for adoption.

TAP Program Participants' primary FRC staff contact is their Home Study Worker not the birth parent counselor. In an emergency, FRC's Executive Director can be reached 24 hours a day through FRC's main telephone line.

TAP PROGRAM UNDERSTANDINGS AND RESPONSIBILITIES

In order to participate in this program, Participants understand and agree to:

- ✓ Attend one of FRC's monthly Program Introduction Meetings. This requirement may be satisfied through an individual consultation with FRC staff.
- ✓ Provide truthful, accurate and complete information during all interviews, meetings and interactions with FRC. Failure to disclose information or disclosing incomplete information may be cause for FRC to discontinue services to Participants.
- ✓ Provide FRC, on an on-going basis, with all information requested, including but not limited to, any history of current or prior arrests and/or convictions, and any legal, financial, medical, physical, mental health, alcohol or substance issues.
- ✓ Notify FRC of any change to information initially provided, including but not limited to arrests and/or convictions, legal, financial, medical, physical, mental health, alcohol/substance issues, family status, work or work address, home address, or health status during the adoption process.
- ✓ Understand that failure to disclose any and all information described in this section to FRC may cause FRC to discontinue the provision of services to Participants and their termination from all FRC programs.
- ✓ Understand that the TAP Program has the potential for significant emotional disappointment and that there is no guarantee that Participants' efforts in this program will result in an adoptive placement. In addition, birth parents may change their minds or Participants may be unwilling to adopt a child after birth due to personal concerns about the baby (i.e. medical conditions). Participants should only enter this Program with an understanding of and willingness to assume these risks.
- ✓ Understand that FRC cannot and does not guarantee the honesty and integrity of birth parents. FRC cannot compel a birth parent to have prenatal medical care, including testing for various medical concerns as well as for alcohol or other substances. FRC does not guarantee that birth parents have been honest regarding their exposure to alcohol or other substances or as to medical conditions and social history they may or may not be aware of. Furthermore, while FRC will endeavor to obtain as much information as possible from birth mothers regarding the birth father, FRC does not guarantee that all information provided is accurate or complete.
- ✓ Participants understand that FRC 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. FRC 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.

- ✓ Understand that they should discuss the legal risks associated with adoption with an attorney of their choosing.
- ✓ Uphold and maintain any promises and commitments made to birth parents including: sending or exchanging photographs or letters and scheduling face-to-face meetings as part of the adoption plan. Both Participants and birth parents are expected to inform FRC of all promises made between them.
- ✓ Understand that they will be presented to birth parents whose expectations match the Participants' expectations. Participants understand that once they are chosen by a birth parent and have agreed to work with the birth parent, Participants' profiles will be marked as "chosen" and will not be shown to other birth parents wishing to make an adoption plan.
- ✓ Understand that in those instances where pre-adoption situations do not proceed as hoped, Participants' "file" will be returned to active status only after having a discussion with their Home Study Worker wherein it is mutually decided that they are ready to be presented in new situations. FRC may require that Participants remain "on hold" until senior FRC staff have had a chance to meet with the Participants and determine their readiness to re-enter FRC's TAP Program.
- ✓ Understand that if Participants locate a birth parent without the assistance of FRC, or become pregnant, they are required to inform FRC of the change in their status as soon as possible. Any birth parent viewing such Participants' profile will be notified that the Participants are pregnant or working with another birth parent. Furthermore, once Participants enter the third trimester of pregnancy, they will be placed "on-hold" in the TAP Program until their child is at least six months of age.
- ✓ Understand that if Participants are successful in adopting a child through another program or resource that they will be placed on-hold for at least six months after a child has been placed in their home. Once Participants return to the TAP Program, they will be required to complete an Application to begin a second adoption. In such situations, Participants will need to obtain a new Home Study. If FRC is their home study agency, they will need to pay a new Home Study Application fee. In such situations, however, the fee for Phase II of the TAP program will be waived.
- ✓ Understand that in the event of a placement, Participants will be asked to execute a "Placement Agreement" (a copy of which was provided at the initial application interview) and pay a Phase III Placement Fee, as described in the Domestic Programs Overview and Fee Structure, at a time convenient to FRC and within days of placement of the child in their care. Therefore, it is incumbent upon Participants to read and review the placement agreement and address any questions they may have about that agreement during the application process, and, once accepted into the program, to make certain that they have the requisite placement fee readily available within several days should it be needed.
- ✓ Understand that FRC reserves the right to suspend or discontinue services to Participants or birth parents at its discretion at any time. Reasons for FRC to discontinue services include but are not limited to: lying or failing to fully disclose information requested, exchange of money between Participants and birth parents, undisclosed agreements or understandings between birth parents and Participants,

antagonistic behavior on the part of birth parents or Participants, failure to maintain communication, or any other concern where in the opinion of FRC it would not be advisable or in a child's best interest for FRC to continue to assist with the implementation of an adoption plan with the Participants or birth parents. FRC reserves the right, at its sole discretion, to suspend the provision of services in any adoption proceeding prior to an adoptive placement. **In any such situations non-refundable fees previously paid will not be returned.**

- ✓ Understand that if Participants elect to discontinue participation in the TAP Program, they must put their decision in writing and send it to FRC by letter, fax or email. FRC will then confirm by email or letter that Participants' request was received and this Agreement will then be terminated.

In the event that Participants have been granted "family based financial aid," Participants understand that they are responsible for learning what it takes to maintain their "aid" status. Participants understand that they will need to submit additional information from time to time and that they must communicate directly with the financial aid managers who are not located in FRC's office.

Understand that once a child is placed with them and a TAP Program adoption is initiated (via a Petition and Interim Order being entered in an Illinois court), that the adoption of that child is not finalized until their attorney returns to court in approximately six months. During this period of time, while the Participants are responsible for the child, the agency continues to have a responsibility to supervise the placement of the child in their home. During the "pendency" of this adoption, the Participants understand and agree that they will make themselves and the child available to FRC and its representatives for interviews and observations at times convenient to FRC.

FEES

Fees associated with the TAP Program can be found in the Domestic Programs Overview and Fee Structure. Please note that fees may be changed at the discretion of FRC's Board of Directors, which reviews fees annually. When fees are changed, notice will be provided to Participants in a timely manner. A "grace" period may be given before new fees apply to Participants already in the Program. Please sign and return this Agreement to Family Resource Center along with your TAP Phase II Program fee. To confirm your understanding of this Agreement, please sign in the space provided and initial all pages. You may use your canceled check as your receipt.

Signature Adoptive Parent

Print Name / Adoptive Parent

Date

Signature Adoptive Parent

Print Name / Adoptive Parent

Date

For Family Resource Center:

Jane B Turner, ACSW
Executive Director

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