

## 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	
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 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 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.

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 as a result 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 prospective adoptive parents 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. Please visit [www.adoption.state.gov](http://www.adoption.state.gov) for country specific information.

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 participants 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), any and 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 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 call 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 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 or not FRC can assist with a possible adoption. Only 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 will FRC agree to provide Primary Provider Services and participants will be asked to submit Phase II fees.

### 1] Phase I \$2,500

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

- a) services associated with FRC processing the participants' application
- b) FRC's preliminary review of any and all documents related to a potential adoption or finalized adoption
- c) initial communication with other adoption service providers, in-country attorneys and governmental authorities
- d) review of an initial draft of the international home study
- e) FRC determination of the viability of a possible adoptive placement

**Please note: Phase I includes a \$500 Monitoring and Oversight fee that FRC will pay directly to IAAME, the accrediting entity, for the adoption of ONE child.**

### 2] Phase II – Primary Provider Services Fee \$3,000

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

- a) ongoing communication and supervision of the Hague Approved home study service provider,
- b) ongoing communication with and supervision of the foreign supervised providers, foreign attorneys, governmental agencies and Central Authorities as applicable
- c) review and or preparation of all documentation to ensure compliance with Hague Convention rules.
- d) review of prospective adoptive parent USCIS approval
- e) review of documentation required with termination of parental rights.
- f) review of documentation required in the Child Background Study
- g) review of documentation regarding non-judicial determination of a child's best interest and the appropriateness of an adoptive placement
- h) Monitoring a case after a child has been placed with prospective adoptive parents until final adoption if applicable
- i) Assuming custody of a child and providing childcare or any other social service, when necessary, because of a disruption pending alternate placement if applicable
- j) Support to complete USCIS and visa application documents and forms,
- k) review of all other documentation that may be required in order for the participants to return to the United States
- l) review of post-placement supervision reports,
- m) after adoption is finalized, ensure submission of application and documentation for Hague Adoption Certification if applicable

Please note: If more than one child is being adopted, Phase II 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.

NOTE: 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 fees, USCIS application and Biometrics fees, adoption education, document translation fees, representative travel and lodging fees if required, in-country travel and lodging fees during stay to complete adoption and visa process, in-country court fees, in-country document fees, in-country attorney fees, medical exam and lab work completed by Embassy approved physician, child's visa fees, birth certificate, passport, post-placement supervision visits, US attorney fees.

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, along with the \$2,500 Phase I fee and an FRC application.

Participants will receive a subsequent 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, 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% surcharge).

\_\_\_\_\_  
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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