# **Baptist Children’s Home and Family Services**

# **ADOPTION SERVICES CONTRACT**

# AGREEMENT made on \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, by and between Illinois Baptist Children’s Home and Family Services, Inc. (IBCHFS), an Illinois Not-For-Profit Corporation with its principal place of business at 1340 County Road 949 E, Carmi, Illinois 62821.

# **AND**

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Adoptive Parent(s)”),

# who represent that each is over the age of eighteen and whose principal place of residence is \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Street) in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_ with a zip code of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# WHEREAS, IBCHFS is a Hague Convention Accredited Agency which performs certain social services for Prospective Adoptive Parent(s) and their Placement Agency (PA) for the purpose of both intercountry and domestic adoption, as requested, including, home study investigation and reporting, parent education and training, and post-placement and/or post-adoption monitoring and reporting.

# NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound thereby, it is therefore agreed:

# **IBCHFS SERVICES & DUTIES.** IBCHFS hereby agrees to perform the services listed below to the Adoptive Parent(s).

1. **Initial Application.** Adoptive parent will complete an initial application to include:

1. Every name, including all aliases, maiden names by which each Applicant(s) has been known.

1. Every address which Applicants have lived since age 18 or for the past 10 years whichever is greater.
2. Basic social history including religious preference if any, marital status, health history, date of birth, social security number and criminal history.
3. If on the initial application, the prospective adoptive parents meet criteria, they will continue to the next segment.
4. Specific Criteria for Eligibility for Adoption shall be reviewed and acknowledged by each prospective parent prior to the initial application.
5. A failure to provide truthful information on the application can be grounds for termination of the Application.
6. *For this segment, there is a non-refundable application fee is $300. Each additional segment is stated hereinafter.*
7. **Criminal Background Check.**
8. IBCHFS will perform a criminal background check on prospective adoptive parents through law enforcement set forth below. Fingerprints are submitted through the Illinois State Police (ISP). Applicant will submit to an approved contractor for fingerprinting, such as Accurate Biometrics and such costs are separate and not part of the fees of IBCHFS.
	1. State of Illinois State Police
	2. Federal Bureau of Investigation
	3. Child Murder & Violent Offender Registry
	4. National Sex Offender Registry
	5. Illinois Sex Offender Registry
	6. National Child Protection Act/Volunteers for Children Act
	7. Uniform Conviction Information Act
9. IBCHFS will also verify that applicants are not listed as excluded by OFAC (Office of Foreign Asset Control) and/or Terrorist Screening Database.
10. If an applicant(s) criminal, OFAC or TSD history are positive, the Applicant(s) will have the opportunity to demonstrate that they are not the individual for whom the charge/conviction applies. If Applicants are unable to demonstrate that Applicant(s) are not the persons for whom the charges/convictions apply, then Applicants may be terminated and they will incur no further charges.
11. The types of crimes which may exclude an individual from adoption placement include but not be limited to having pending charges and/or being a convicted of sex offense against a child, child pornography, child exploitation, child trafficking, domestic violence, arson, murder, elder abuse, identity theft, armed robbery, etc. Certain crimes are not considered exclusionary if rehabilitation is demonstrated.
12. *The cost of this segment of service is $150.00*
13. **Home Study Investigation.**Upon completion of the Initial Application and satisfactory completion of the Criminal Background Check, IBCHFS Adoption Specialist/Contractual Worker will be assigned to perform a home study investigation and evaluation for the Adoptive Parent(s) for the purpose of adopting a child from the United States of America or a child from a country other than the United States of America which is a signatory to The Hague Convention on Protection of Children and Co-operation in Respect of Intercountry Adoption (hereinafter “Hague Adoption Convention”).
14. **Home Study Report.**  At the conclusion of the home study evaluation, IBCHFS will issue a written report stating its findings and recommendation regarding whether Adoptive Parent(s) are eligible to adopt. IBCHFS retains the sole discretion to approve an Adoptive Parent(s) based upon IBCHFS’ determination of the best interest of a child. The reasons why a family may not be approved for adoption are as follows:

#  1. Evidence of marital discord between married applicants, including, without limitation, divorce or separation of the Adoptive Parent(s);

#  2. One or both applicants demonstrate that he or she is not ready for adoption;

 3. Children of the adoptive parents are not in favor of adopting, and appear to

 disapprove of the process;

4. Applicant or other household members (i) experiencing current social problems such as alcohol or drug abuse, or (ii) demonstrating a history of alcoholism, drug addiction or other substance abuse without proof of rehabilitation;

5. Applicant or other household members who have been arrested for (i) any crime within the past 5 years or (ii) a crime at any time without proof of rehabilitation;

6. Child abuse complaint filed against one or both of the Adoptive Parent(s) or other household member;

#  7. Applicant or other household members with serious medical and/or mental health problems which would warrant ongoing therapy and/or medical treatments that

# could be life threatening;

 8. Family's home is unsafe or unsuitable for the safety and well-being of the child; 9. Instability, excessive anger, depression, inappropriate conduct etc. observed in any applicant;

#  10. References or reports that family has social, emotional or physical problems that would prevent them from acting in the best interest of a child;

#  11. Applicants applying for open adoption who demonstrate through comments or conduct that they are not in agreement with the practice and/or do not intend to honor their commitment to such practice;

#  12. Lack of support for the adoption by the Adoptive Parent(s)’ extended family;

#  13. Applicant(s) providing false or materially misleading information to IBCHFS regarding their candidacy; and

#  14. Other information that suggests that approval of placement of a child would not serve a child’s best interests.

  *The cost of the Homes Study & Home Study Report is $2,500.00.*

# **Possible Outcomes After Home Study:**

# If the Adoptive Parent(s) are approved, IBCHFS will recommend the type of child(ren) who can best adjust to the family and to whom the family can best adjust.

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# IBCHFS may defer approval pending further psychological evaluation and/or counseling or may approve a home study, but advise a family that IBCHFS does not feel that adoption is the right choice for them.

*The additional cost to the prospective parents will depend on the nature of the issue to be resolved and an estimate can be provided before services are rendered.*

# IBCHFS can elect not to approve an applicant. If the Adoptive Parent(s) are not approved, IBCHFS will provide a written explanation to the Adoptive Parent(s) for the reasons for this conclusion. To the extent that Adoptive Parent(s) are not satisfied with an outcome, the sole and exclusive appeal process is described below.

1. **CONSEQUENCE FOR FALSIFICATION**. IBCHFS further retains the right to withdraw its approval through and including the time of placement if it learns that any of the information that the Adoptive Parent(s) provided to IBCHFS or the IBCHFS adoption specialist who approved the home study is false, materially misleading or changed substantially since the home study report was approved.
2. **Compliance with Law**. In performing the evaluation and issuing a recommendation, IBCHFS will comply with all applicable laws and regulations of the Adoptive Parent(s)’ state of residence, the federal government and, if applicable, the country(ies) from which the Adoptive Parent(s) seek to adopt provided said countries are signatories to the Hague Adoption Convention. In addition IBCHFS cooperates with all reviews, inspections and audits by the accrediting entity or the Secretary.
3. **No Preferential Treatment**. IBCHFS does not give preferential treatment to its Board members, contributors, volunteers, employees, agents, consultants or independent contractors with respect to the placement of child(ren) for adoption.
4. **Internet**. IBCHFS uses the Internet in the placement of individual children for adoption only where:
5. Such use is not prohibited by applicable State and Federal law or by the laws of the child’s home country of origin.
6. Such use avoid misuse and links to any sites that reflect practices that involve the sale, abduction, exploitation or trafficking of children;
7. Such use, if it includes photographs of children, is designed to identify children either who are currently waiting for adoption or who have already been adopted or placed for adoption and who are clearly so identified
8. Such use does not serve as a substitute for the direct provision of adoption services including services to the child(ren), the prospective adoptive parent(s) and/or the birth parent(s)
9. **Confidential Nature of Information Received**. During IBCHFS’s investigation of the Adoptive Parent(s), IBCHFS may receive information from others about you. The Agency reserves the right to consider such information confidential and to withhold disclosure of it from you.

# **Education and Training Services**. The IBCHFS Adoption Specialist shall provide education and training social work services to the Adoptive Parent(s) throughout the home study process. IBCHFS will also require an additional 14 hours of outside training with four hours of face-to-face training. IBCHFS will educate the Adoptive Parent(s) regarding adoption issues in general and issues that are pertinent to the Adoptive Parent(s). IBCHFS will provide guidance and support to Adoptive Parent(s) during the adoption process, including, without limitation, referring the Adoptive Parent(s) to third parties with expertise in issues that are particular to the Adoptive Parent(s) such as support groups, conferences and reading materials.

1. **Disruption of Placement.** If IBCHFS is serving as *the placement agency* for the adoption and the adoption is disrupted, the parties agree as follows:
2. If there is a disruption in placement, IBCHFS shall not return from the United States a child placed for adoption in the United States unless the Central Authority of the country of origin and the Secretary have approved the return in writing. IBCHFS shall retain financial responsibility for the child should placement be disrupted. This provision shall apply to and be controlling for all provision of Section L.
3. If Adoptive Parents application, criminal background check and home study favor placement of an adoptive child(ren) and Adoptive Parents terminate this Agreement after the child has arrived in the United State and before the adoption is finalized, then the child shall be returned to care and custody of IBCHFS. Adoptive Parent(s) shall have no legal right to said child. IBCHFS shall retain custody of the child and shall be financially responsible for said child. IBCHFS shall make every effort to place said child with an alternate suitable family provided that it is in the best interest of the child to do so.
4. If IBCHFS terminates the adoption for reasons other than the Adoptive Parent(s), then IBCHFS shall retain custody and financial responsibility for the child and shall determine whether it is in the child’s best interest to be placed with another family.
5. If the child is of sufficient age to have an informed opinion, then the child’s preference shall also be considered as it relates to this section.
6. If the child has been in the United States for a sufficient period so that returning the child to his/her country of origin would traumatize, jeopardize the health, welfare or safety of the child then such factors shall be documented, and every effort shall be made to ensure proper placement in the United States consistent with current immigration laws and with due consideration being given to the child’s country of origin and with input from the Central Authority of the Country of Origin along with the Secretary.
7. Within three business days of determining that IBCHFS cannot place a child with appropriate vetted Adoptive Parents, IBCHFS shall notify the Central Authority of the Child’s Country of Origin and the Secretary. Only if placement becomes impossible in the United States due to existing laws, or at the instruction of the Central Authority of the Child’s Country of Origin along with the assent of the Secretary, would a child be repatriated to his/her country of origin. This provision shall comply with L(1) above.
8. The provisions of this Section shall at all times comply with The Hague Adoption Convention, as may from time to time be amended.

# **Post-Placement and Post-Adoption**. The IBCHFS Adoption Specialist/Contractual Worker will provide post-placement and/or post-adoption evaluation and reporting, as required by applicable state, federal and foreign government officials, as they may evolve over time. The Adoptive Parents must agree to a thirty (30) day, post-placement/post-adoption visit which will be conducted in their home. All other visits will be governed by the state and/or country’s requirements.

# Assistance with Post-Adoption Adjustment Difficulties. Should difficulties be encountered in the adjustment of the Adoptive Parent(s) and/or the Child(ren), the Adoptive Parent(s) agree to seek out such assistance and guidance as shall be suggested by IBCHFS or the placement agency.

1. Assistance with Adoption Dissolutions – Should the Adoptive Parent(s) request assistance with the dissolution of an adoption, IBCHFS will assist in making an appropriate referral back to their Placement Agency. IBCHFS does not offer any assistance with Adoption Dissolutions outside any mandated reporting requirements, or applicable State and Federal guidelines to protect the welfare of a minor Child(ren) and will make appropriate referrals.
2. IBCHFS shall make available to prospective adoptive parents:
3. Its adoption service policies and practice, including general eligibility criteria and fees.
4. The supervised providers with whom the Adoptive Parents can expect to work with in the U.S. and in the child’s country of origin and the usual costs associated with their services.
5. The number of its adoption placements per year for the prior three years and the number and percentage of those placements that remain intact, are disrupted or have been dissolved as of the time the information is provided.
6. The number of parents who apply to adopt on a yearly basis, based on data for the prior three years.
7. The number of children eligible for adoption and awaiting an adoptive placement referral via the agency.

# **ADOPTIVE PARENT(S) DUTIES DURING ADOPTION PROCESS**. The Adoptive Parent(s) agree that they will undertake all steps necessary for the adoption of the child(ren), including, without limitation, the following duties:

# Fees. In consideration for the services provided by IBCHFS under this Agreement, the Adoptive Parent(s) hereby agree to pay IBCHFS:

1. Three Hundred ($300) is non-refundable as it is for the initial application.
2. One Hundred Fifty Dollars ($150) for the Criminal Background Check. The Accurate Biometrics Fee is separate and not a part of this fee.
3. Two Thousand Five Hundred ($2,500) for the home study report.
4. If Adoptive Parent(s) is/are requesting an update to a previous home study, the fee is Four Hundred Dollars ($400) for the home study update report. If changes or additions (amendments) to the home study report are requested after approval, IBCHFS reserves the right to charge the Adoptive Parent(s) an hourly rate of One Hundred Dollars ($100) for any additional services requested. Mileage for travel will be charged at the standard governmental rate per mile.

5. Adoptive Parent(s) hereby expressly acknowledge and agree that all fees paid to IBCHFS are for services rendered and shall not guaranty a favorable result or preference in the adoption process.

6. **Once IBCHFS begins rendering services for a segment, such as a Home Study, the fees for that segment are NON-REFUNDABLE**.

7. In the event IBCHFS becomes unable or ineligible to complete any agreed upon service or term of this contract and pre-payment was received, then the pre-paid amount for the incomplete service will be refunded in full within 30 days. In the event of a refund request, the Adoption Specialist would submit a request to the Director of Accounting. The Executive Director would approve any refund request. Approved refund requests will be tendered to the Adoptive Parent(s) within 30 days at the address designated on their initial application unless directed in writing otherwise.

B. **Fees Not Included.** The IBCHFS fee of $2950 does not include the additional fees which may be incurred in an adoption, especially a foreign adoption, such as:

1. Third party fees

2. Fees assessed by foreign governments

3. Attorney fees

4. Court filing fees

5. Translator fees of court documents

6. Central Authority Processing Fees

7. Travel and Accommodation Expenses

8. Health screenings, required vaccinations or other health issues for either parents

 or child

# **Cooperation, Honesty, Commitment and Diligence.**

# The Adoptive Parent(s) shall cooperate with IBCHFS during all phases of the home study process and will provide such documentation as is necessary to comply with applicable laws and regulations.

# Adoptive Parent(s) will provide true, accurate and honest information to IBCHFS with respect to all aspects of the home study process.

# Families beginning the home study process must complete their paperwork and comply with all requirements within a six-month period. Any family not meeting this time frame will not be considered ready to adopt. The home study will not be written since non-compliance was on the part of the adoptive parents. If the family in the future wishes to have their home study completed, they may be required to have additional sessions and furnish current paperwork. In the time that has lapsed, if a fee schedule change has been implemented the current fees will apply.

# **Education and Training**. The Adoptive Parent(s) shall complete successfully parent preparation training with IBCHFS in accordance with the guidelines provided by IBCHFS. IBCHFS will require an additional 14 hours of outside training with four hours of face-to-face training.

# **Post-Placement/Post-Adoption.**

# In accordance with applicable state, foreign, and/or federal requirements, and IBCHFS policy, the Adoptive Parent(s) must comply with certain post-placement and/or post-adoption requirements.

# The Adoptive Parent(s) understand and agree to cooperate with all requests for post-placement reports from IBCHFS, or by either the foreign adoption officials, state and/or federal government(s), and to provide required post-placement reports, as the requirements evolve over time.

# The Adoptive Parent(s) agree to pay IBCHFS for post-placement/post-adoption services in an amount of $300 per report, plus mileage to their home. These services will be billed after the completion of the report. Three is the minimum number of post-placement reports required. One is the minimum number of post-adoption reports required. If additional reports are required by the child’s country of origin, these will be billed after the completion of the report at $300 per report. Each child will need their own post-placement report. These reports will be billed after completion in an amount of $150 per additional child, placed at the same time.

# Immediately prior to placement, family must notify IBCHFS of date of placement. IBCHFS will then notify the Adoptive Parent(s) regarding the applicable post-placement and/or post-adoption requirements as they exist at that time.

# After placement, Adoptive Parent(s) will use their best efforts to monitor changes in the post-placement and/or post-adoption requirements pertinent to their adoption case as they evolve over time and to comply with the requirements to the best of their ability. The Adoptive Parent(s) shall comply with all such requirements in a timely manner to ensure that appropriate deadlines are met.

1. **Appeal Process**. To the extent that IBCHFS does not approve a home study, Adoptive Parent(s) agree that the sole appeal process may be utilized:
2. Family must file a “Client Grievance Form”, which will be provided upon request.
3. The “Client Grievance Form” may be personally delivered to the Executive Director, Denny Hydrick at 1340 County Road 950 E, Carmi, IL 62821 or mailed to the Executive Director at 949 County Road 1300 N, Carmi, IL 62821.
4. The Executive Director will dutifully respond to the grievance within two business days. All related parties will be contacted, and appropriate action determined.
5. A formal written response from the Executive Director will be mailed to you within ten business days of receipt of the “Client Grievance Form.”
6. The Executive Director or his/her designee will maintain a record/log of all written grievances and responses.
7. The Executive Director makes the final decision on approval or disapproval.
8. **Home Study Release & Discretion Acknowledgement.** The Adoptive Parents acknowledge that the placement agency may require that the Adoptive Parent(s) home study report must first be submitted for its approval before IBCHFS can release the report. Adoptive parents also acknowledge that their placement agency is an entity entirely separate from IBCHFS.
9. **Additional Documents.** The Adoptive Parents acknowledge that IBCHFS may request from time to time that each parent review and acknowledge additional documents that are required by federal, state and local law, regulations and practices.

# **Conflict Between Documents**. To the extent that any of the provisions in this Agreement conflict with any provisions in the Adoption Services Agreement, or any other forms executed for IBCHFS, the provisions of the Adoption Services Agreement shall control and shall provide the maximum protection from liability to IBCHFS and its officers, directors, owners, employees, agents, attorneys and representatives. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another.

# E. **Limitation of Liability**. The Adoptive Parent(s) agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of IBCHFS exceed the total of payments paid to IBCHFS under this Agreement by the Adoptive Parents.

# F. **Modification and Waiver**. Neither this Agreement nor any provision hereof shall be amended or modified or deemed to be amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or obligation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right or obligation. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

# **Governing Law/Choice of Forum**. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Illinois and the laws of the United States of America, without resort to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties hereto hereby agree that the State of Illinois, County of Jefferson, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement, as described below. To the extent any matter is not governed by arbitration, the parties further agree that Jefferson County, Illinois, is the exclusive venue for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method evidencing receipt to the last known address of the party.

# **Full Disclosure**. All parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by any party upon any other or by any other person or persons upon any party.

# **Severability and Independent Covenants**. In the event that any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid. Each of the respective rights and obligation of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligation set forth herein.

# **Headings**. Headings are inserted for the convenience of the parties only and shall not be attributed with any substantive meaning for purposes of interpreting this Agreement.

# **Entire Understanding**. This Agreement contains the entire understanding of the parties with respect to the home study, criminal background check, home study, education and training, and post-adoption services. The parties hereby acknowledge that no representations, warranties, covenants or understanding were made other than those expressly set forth herein and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.

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# Adoptive Parent Date Adoptive Parent Date

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Adoption Specialist Date BCHFS Executive Director Date