

The mission is to benefit children . . . by providing education, guidance and lifelong support on parenting choices. The commitment is to serve as a partner in creating and sustaining nurturing families.

ADOPTION SERVICES AGREEMENT

THIS AGREEMENT is between The Cradle Society ("The Cradle"), and

_____, "clients".

The Cradle is a secular, not-for-profit [501 (c) (3)] adoption agency organized under the laws of Illinois, and licensed as a Child Welfare Agency in the State of Illinois (No. 005064-11). The Cradle has been accredited since 2002 by the Council on Accreditation which attests that The Cradle meets the highest national standards on professional performance. Since February 29, 2008, The Cradle has been Hague accredited to provide adoption services in connection with adoptions under The Hague Convention on Protection of Children and Co-operation in Respect to Intercountry Adoption.

In accordance with the law of the State of Illinois, The Cradle has provided you with form CFS 403-D from the Department of Children and Family Services, **Adoptive Parents' Rights and Responsibilities in Illinois**. This form may be downloaded at The Cradle website: http://www.cradle.org/Images/AP_rights_responsibilities.pdf or DCFS website: <http://dcfswebresource.prairienet.org/downloads/cfs/#TopOfPage>

Please review the document prior to going over it with your counselor.

Please note that the State of Illinois has a similar document for birth parents, CFS 403-C, **Birth Parents' Rights and Responsibilities in Illinois**, which can be downloaded at the DCFS website: <http://dcfswebresource.prairienet.org/downloads/cfs/#TopOfPage> The Cradle recommends that clients familiarize themselves with the rights of birth parents as well.

A copy of The Cradle Fee Schedule and Refund Policy currently in effect, and The Cradle's Problem Resolution Policy are attached and are also posted on The Cradle website. The Fee Schedule and Refund Policy are subject to change when additional fees are reasonably required by the circumstances. Such fees will be disclosed to the clients before they are incurred. The Cradle's annual report publication is available on our website.

If a home study is completed and approved, a copy is always provided to clients planning to adopt internationally, and is available upon request to those planning to adopt domestically.

1. Receipt of Information. Clients hereby acknowledge receipt of the following upon initial contact with The Cradle:

- (a) Exhibit A describing the adoption services, policies and practices of The Cradle, including general eligibility criteria;
- (b) Exhibit B describing The Cradle's fee schedule and refund policy;
- (c) Exhibit C describing the complaint policy of The Cradle;

2. Adoptive Parent Training & Preparation. Clients shall undertake such training and preparation as shall be required by The Cradle and by law for an approved home study. A minimum of ten (10) hours of such training and preparation independent of the time devoted to the home study is to be completed prior to the approval of a home study.

3. Home Study Process and Document. The home study process involves a series of meetings between an adoption counselor and the clients to determine whether The Cradle is able to approve the clients for adoption. The home study evaluates the following components and results in a written document addressing these topics: child request; motivation to adopt; physical, mental and emotional health; employment, financial status and ability to afford expenses of child rearing; autobiographical history; parenting approach and childcare plan; suitability of home and community; and background clearances; and, if required, licensing of the home by the Department of Children and Family Services which requires meeting

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standards in DCFS Rule 402. Training is a key component of the process, as is review of the documents required in order for the adoption counselor to assess and approve the clients. The Cradle reserves the right to refuse service to clients when, in the opinion of The Cradle, the type of child the client wishes to adopt is not compatible with the type of children available for adoption.

4. Expected Waiting Period for Placement. It is impossible to determine how long specific clients will wait from the time their home study is approved until a child is placed in their home. In the domestic program, some clients wait a few days while others wait over two years. Birth parents nearly always choose clients and the length of a client's wait is not a consideration for a birth parent's decision. On average, for the past several years, clients have waited twelve months in the domestic program, but that is not necessarily indicative of average wait times in the future, or for any specific clients. In international adoption, the wait time is dependent on the country and clients should ask their placement agency what the expected waiting period might be.

5. Child's Background Information. Background information about a domestic child is obtained by birth parent counselors who have counseled one or both birth parents, and by medical personnel who have had contact with the child. The information reported by the birth parent(s) is provided to the clients verbally and/or in writing at the time of a match and in writing on the day of placement. Information reported by medical personnel about the child and/or birth parent(s) is provided to the clients verbally and/or in writing at the time of a match and in writing on the day of placement. If additional written information becomes available after placement, it will be provided to the clients when received by The Cradle. The clients acknowledge and agree that The Cradle is not liable and cannot be held responsible for the accuracy of medical, psychological or developmental information or evaluations contained in such verbal or written records or for any information for which The Cradle was not informed. Background information about an international child is provided by the placement agency. The clients acknowledge and agree that The Cradle is not liable and cannot be held responsible for the accuracy of the information provided by the placement agency, foreign sources, birth parent(s) or other outside sources for an international adoption.

6. Post-Placement Process and Finalization. For domestic adoptions and certain international adoptions, a Cradle counselor will meet with the clients and child on a monthly basis from time of placement until the adoption is finalized in a court of law. A determination is made by The Cradle whether or not to recommend the finalization of the adoption. When recommending for an adoption, at the appropriate time, and after required documents are submitted and outstanding fees are paid, The Cradle will provide a Report of Investigation to the court where the adoption petition has been filed. Clients agree to cooperate fully in scheduling these post-placement visits. **Failure to cooperate may result in additional fees and a decision by The Cradle to not recommend finalization of the adoption.** The schedule of post-placement and post-adoption visits and reports for an international adoption are dependent on the country's requirements. The Cradle has a Post Adoption Services department that is available to clients at any time after finalization. Some Post Adoption services have an additional fee associated with them and, such fees are subject to change and posted on The Cradle's website.

7. Your Duty of Full Disclosure. Clients shall promptly inform The Cradle of any fact(s) about any of the following and at any time in the process, including after finalization when a foster home license remains open:

- a) arrests, convictions, or history of substance abuse, sexual abuse, child abuse, and/or family violence, or
- b) any other criminal history as an offender, including any arrest or conviction that has been expunged, sealed, or pardoned, or
- c) any material change in current family circumstances, including (without limitation) pregnancy, divorce, separation, health and/or illness, loss of employment, changes in financial circumstances, or the addition or loss of one or more members of the prospective adoptive parents' household, or
- d) any unfavorable or denied home study conducted by any other adoption provider in Illinois or any other jurisdiction, or
- e) any other factor addressed in the home study process.

If a client fails to properly disclose information or in any way places the agency or its programs at risk, The Cradle reserves the right to terminate the adoption process without providing any refund.

8. Other Placements. Clients agree to NOT accept any child into their home if offered by any other adoption resource or birth parent acting on his/her own behalf at any time the clients are in process with The Cradle **without the prior approval** of The Cradle, which approval may be denied at the sole discretion of The Cradle. In such situations, clients acknowledge and agree that Cradle approval is contingent upon, among other things, the child request section of the home study matching the child being referred to the clients. Failure to obtain The Cradle's approval may jeopardize continuation of the adoption process with

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The Cradle. Clients who hold an Illinois foster home license further agree violation of this requirement constitutes consent to close their foster home license immediately.

9. No Guarantee. The Cradle cannot guarantee in advance that clients will be approved as an adoptive parent, or that a child will be placed with clients, or that, if a child is placed with clients, such clients will be approved by the court to adopt the child.

10. Indemnification and Liability. Neither party shall be liable for incidental, special, consequential or punitive damages. Nothing in this document purports to waive claims against The Cradle for intentional or reckless acts or omissions or for gross negligence. Clients agree to indemnify and hold harmless The Cradle, its directors, officers, employees, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorneys' fees and expenses, arising out of any claim to breach or claim of violation by The Cradle of any of its representations, warranties, covenants or agreements set forth herein, including any act, activity or omission of The Cradle or any of its employees, representatives, subcontractors or agents.

11. Termination of Agreement. If clients fail to properly disclose any information material to the home study or the adoption process or in any way places the agency or its programs at risk, The Cradle reserves the right to terminate the adoption process without providing any refund of fees.

Governing Law. This Agreement shall be subject to and construed in accordance with the internal laws of the State of Illinois.

ADOPTIVE PARENT(S)

Dated: _____ 200_____

THE CRADLE SOCIETY

By: _____

Its: _____

Dated: _____ 200_____

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EXHIBIT A
Adoption Services, Policies, & Practices of The Cradle
Including General Criteria Requirements

1. Age

The Cradle's minimum age for adoptive parent(s) is twenty-five. There is no maximum age for the domestic program, however, age is often a factor considered by birth parents when choosing prospective adoptive parent(s). The average age of parents in the domestic program is thirty-eight¹. Foreign countries may have a maximum age requirement; this can be obtained from the placement agency. Very often these age requirements change.

2. Singles

Singles may apply to The Cradle's domestic adoption program. Single persons adopting domestically are likely to wait longer than married couples. For international adoption, only heterosexual single persons may apply due to country prohibitions; however, some countries do not allow heterosexual single persons to adopt. Very often these requirements change.

3. Relationship Status for Couples

When legally possible, The Cradle asks that couples be married prior to beginning the home study process, in that it affords the child the highest level of legal protection as it relates to insurance, inheritance, and other similar matters. For unmarried couples, The Cradle is available to meet for an initial interview to review options and begin to assess the stability of the relationship; however, no further interviews shall take place until a couple who is legally permitted to has married. As part of the assessment process, for any couple, The Cradle considers both length of time together and quality of the relationship.

4. Pursuing Adoption and Pregnancy Simultaneously

The Cradle's standard is that each child deserves a minimum of nine months as the newest member of the family before a subsequent child joins the family. It is The Cradle's belief that it is not possible to fully prepare emotionally to adopt if active efforts to become pregnant are also being pursued. While The Cradle may accept a Registration form and provide initial training for prospective adoptive parent(s) who are pursuing infertility treatment, it is The Cradle's expectation that infertility treatments will cease prior to the submission of a Cradle Application. The Cradle further expects families to inform us no less than six months before their expected delivery date if they do become pregnant while in process with us. The home study process will be put on hold, and the prospective adoptive parent(s) will be withdrawn upon the birth of the child. The Cradle standard is that there exist a minimum of six months prior to the prospective adoptive parent(s) beginning a new home study process with The Cradle after the addition by birth or adoption of a child to the home. Fees in effect at time of return will be applied.

5. Adopting Two Unrelated Children Simultaneously

Similar to the above scenario of having a child by birth and pursuing adoption simultaneously, some families inquire about adopting two unrelated children at the same time. The Cradle believes that each child deserves to have their parents' primary attention in the early months of joining their family. Unlike parenting twins who have the same genetic and birth history and are at similar developmental stages, unrelated children are likely to have very different temperaments, abilities, and needs. Therefore, The Cradle does not permit the adoption of two unrelated children simultaneously.

¹ Several years of Cradle data

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6. Gender Preference of Child

The mission of The Cradle is finding families for children; therefore, gender preferences cannot be requested in the domestic program. For international programs, the policy of the placement agency will apply.

7. Statement of Open Adoption Practice

The Cradle believes that it is our mission and responsibility to promote (to the best of our ability) the safety, well-being, and best interest of the children placed into our care. To this end, The Cradle advocates for openness in adoption, believing that openness is in the best interest of all members of the adoption circle. The Cradle's education prepares all adoptive families for communicative openness. Communicative openness reflects the general attitudes, beliefs, expectations, emotions and behavioral inclination that people bring to adoption. It includes among other things: the willingness on the part of the individual to explore the meaning of adoption in their life; to share that meaning with others; to explore adoption-related issues in the context of family life; to acknowledge and support the child's dual connection to two families; and to acknowledge the inherent differences associated with adoptive and non-adoptive family life. For domestic adoption, The Cradle standard is that adoptive parent(s) be open to a fully disclosed open adoption with birth parents; with birth parent contact potentially taking different forms and extents including telephone, email, mail, and face-to-face. The spectrum of openness depends on the individual circumstances of each case.

8. Corporal Punishment

The Cradle believes the best environment for children is one in which parents do not use corporal punishment. Therefore, it is the policy of The Cradle that parents using corporal punishment will be denied home study approval. The Cradle is committed to helping parents explore various discipline alternatives and Adoption Learning Partner courses and Cradle workshops can assist in this area.

9. Adopting a Biracial Child

There are multiple issues for prospective adoptive parents to consider when deciding whether to adopt a child of a different race. While some adoptive parents feel that they may be open only to adopting a child who is biracial, it is The Cradle's belief that the joys and challenges of adopting a child who is biracial or of a wholly different race than their adoptive parents are the same. A child of a fully different race than their adoptive parents, as well as a biracial child, has the same needs for loving, accepting parents who can help him or her form a positive identity as a person of color. It is The Cradle's position, therefore, that prospective adoptive parents working with The Cradle, other than interracial couples, may decide which race(s) of children they are open to adopting, inclusive of biracial children, but may not choose to be open only to children who are biracial.

Exhibit B
Fee Schedule
Effective October 1, 2008

	Base Domestic Program	International Adoption Programs	Sayers Center for African American Adoption Program
Registration Fee With Registration Paperwork	\$500	\$500	\$500
Home Study Phase I With Application	\$500	\$500	\$500
Home Study Phase II At 3rd Interview	\$1,600	\$1,600	\$1,600
Home Study Completion At Home Visit	\$1,400	\$1,400	\$1,400
Total home study*	\$4,000	\$4,000	\$4,000
Program Fee	\$8,700	\$3,000 - \$7,000 (varies by country)	\$3,200**
Placement Fee***	\$17,200	\$8,000 - \$27,000 (varies by country)	\$6,700**
Total	\$29,900	\$15,000 - 40,000+	\$13,900

* Includes all required pre-adoption educational programs and post placement visits, except as noted in Other Fee Assessments.

** Program and placement fees for the Sayers Center are subsidized by The Cradle and other charitable organizations.

*** If placement of twins, placement fees 50% higher

Program Definitions:

Base Domestic – clients in this program may indicate a preference for adopting a child of any race.

Sayers Center – clients in this program focus solely on adopting a child of African-American descent.

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Other Fee Assessments
Effective October 1, 2008

<u>Type</u>	<u>Amount</u>	<u>Explanation</u>
Out of State Coordination Fee	\$2,500 per match	Matched with an out of state birth parent who contacts The Cradle. If the match results in a placement, there will be no Cradle placement fee; however local agency fees and birth parent expenses will apply.
Home Study Update	\$300/\$500	Home study needs to be updated for any reason prior to placement. \$500 will be charged when a client changes to a convention country from a domestic or non-convention country.
Interstate Adoption	\$500	Client matched with birth parent(s) in another state and Cradle assists.
Sibling Placement²	\$1,500	Home study fee.
	\$5,000	Program fee for Cradle services (includes up to ten hours of birth parent services)
	\$100 per hour	Birth parent services in excess of ten hours
	\$250 per day	Cradle Nursery
	Other expenses	Direct birth parent, baby, and case related expenses.
Reopening Case	\$500	When client in process has not met with Cradle counselor for 6-12 months and then returns and wishes to continue. After 12 months, a new home study process will commence at fees in effect at time of client's return. Prior fees paid will not carryover.
Additional Post-Placement Visits	\$300 per visit	Domestic post-placement supervision continues beyond six months necessitating additional visits. International post-placement supervision continues beyond six visits for any reason.

² When birth mother returns to Cradle for placement of another child and adoptive parent(s) are not already on waiting list

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Refund Policy
Effective October 1, 2008

Home Study and Domestic Programs

Registration Fee (\$500)

Nonrefundable after initial interview has occurred.

Home Study: Phase I (\$500)

Nonrefundable after second interview has occurred.

Home Study: Phase II (\$1,600)

Up to 50% refundable, dependent on services already provided.

Complete Home Study Fee (\$1,400)

Nonrefundable after home study draft has been written. If client moves out of Cradle service area after completion of home study but prior to placement, up to \$750 may be refunded.

Base Domestic or Sayers Program Fee (\$8,700/\$3,200)

Nonrefundable after added to wait list.

Base Domestic or Sayers Placement Fee (\$17,200/\$6,700)*

Due upon receipt of invoice and within ten (10) days of placement. Placement Fee must be paid in full prior to adoption finalization. *(If placement of twins, placement fees are 50% higher)

REFUND NOTE: If a client fails to properly disclose information or in any way places the agency or its programs at risk, The Cradle reserves the right to terminate the adoption process without providing any refund. The Vice President of Professional Services retains the right to assess individual cases and determine refunds for atypical cases.

As a not-for-profit organization, The Cradle makes every effort to keep adoption a financially accessible option for building your family. In fact, the fees do not cover the costs The Cradle incurs in providing counseling, outreach and educational services to all members of the adoption circle. The Cradle relies heavily on fund-raising and charitable giving for ongoing support of adoption services.

All fees are subject to change.

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Exhibit C
Problem Resolution Policy

What Every Client Should Know

Dear Client,

Thank you for choosing The Cradle. Regardless of the circumstances that have brought you to our organization, we will endeavor to make your experience with us as positive, satisfying and fulfilling as possible. We view our relationship with you as a true partnership. To that end, we want to take this opportunity to tell you what you can expect from the staff of The Cradle and we want to explain what we expect from you.

- ❖ **We will endeavor to treat you with consideration and respect** for your personal dignity and privacy. Information obtained during the course of receiving service from The Cradle is private and will not be released without your written consent, except as required by applicable laws. We hope you will extend the same consideration to others if, while receiving services, you are in contact with or learn information about other clients of The Cradle.
- ❖ **We embrace the importance of each client's self-determination.** We hope that you will be an active participant in our program and take full advantage of the many service opportunities that exist. We regard each client as a unique individual and we respect your desire to make decisions that are best for you based on the educational and counseling services you receive. It is important that you also understand that decisions you make may have implications for other clients. The nature of our mission is such that we must consider our clients equally. However, our first obligation is to promote and protect the interest of children.
- ❖ **Should you wish to access your records,** please give the staff member with whom you are working reasonable notice so that we can make the appropriate arrangements. (The Cradle's usual business hours are from 8:30 am to 5:00 pm, Monday through Friday. Individual needs may be discussed with a counselor and arrangements may be made for after-hours appointments.)
- ❖ **You should expect honesty** from every staff member with whom you have contact. Similarly, it is imperative that you be completely honest with us. We believe that open communication is essential. In the event we feel that The Cradle's services are not appropriate for you, we will give you an explanation. If you decide to withdraw from our services, it would be helpful for us to understand your reasons in order for us to continually improve.
- ❖ If you are receiving services for which The Cradle charges fees, **we will keep you informed of these fees.**
- ❖ The Cradle **abides by local, state and federal laws** regarding discrimination practices.

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As much as we appreciate receiving positive feedback, we realize that there may be points in the process when you are not satisfied. Your first step is to be open and direct with your social worker. We understand that this can be difficult. Sometimes clients feel that they will be penalized for raising concerns or complaints. In fact, we value your feedback and we pledge to use it constructively.

- When you have a concern you should share it with your social worker. If you are more comfortable sharing your concern directly with the supervisor you may certainly do so. Please know, however, that it is our practice at The Cradle to keep all lines of communication open. Thus, you should expect that the supervisor will share your concern with your social worker. Open discussions can often address the concern and resolve the issue satisfactorily. If, however, you are not satisfied with the outcome after these discussions, you may initiate a **formal Problem Resolution Process**.
- When beginning the **formal Problem Resolution Process**, take the time to describe, in writing, the nature of your concern and forward it to the Executive Director of Adoption Services ("Executive Director"). The Executive Director will initiate an investigation of your complaint within 2 business days upon receipt of the complaint. The Executive Director will share your complaint with your social worker and his/her supervisor and discuss your concerns and determine whether correctable action is indicated. You may be asked to meet with your social worker, his/her supervisor, and Executive Director.
- We will endeavor to expedite this process but the actual amount of time it takes depends on a variety of factors including the availability of all the staff members involved, but in no event will it be longer than 10 business days unless extenuating circumstances exist which require additional time for resolution. Should this occur, you will be notified at least by day ten of the need to continue the investigation.
- As required by law, the Agency will report the outcome of its complaint investigation in writing to the Department of Children and Family Services (DCFS) regional licensing office or the DCFS Licensing Representative within 10 business days after complaints are received unless extenuating circumstances exist which require additional time for resolution. DCFS will also receive an update at day ten should additional time be required. The Executive Director will be responsible for reporting on the nature of the complaint and resolution at the Agency's next Board of Directors meeting.
- At no time will the Agency retaliate against complainants.

Thank you, again, for choosing The Cradle.

I/WE HAVE READ, UNDERSTAND, AND AGREE TO THIS EXPLANATION OF EXPECTATIONS AND PROBLEM RESOLUTION.

Signature: _____

Printed Name: _____ Date: _____

Signature: _____

Printed Name: _____ Date: _____

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