



With our deep history in adoption as our foundation, The Cradle advances the well-being of children by compassionately delivering exceptional education, guidance and lifelong support to build, preserve and strengthen their families.

ADOPTION SERVICES AGREEMENT

THIS AGREEMENT is between The Cradle Society ("The Cradle"), and _____
("adoptive parent applicants" or "applicants").

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. 005064-13) and licensed as a Child Placing Agency in the State of Indiana (No.53866). Since February 29, 2008, The Cradle has been COA 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, and the Universal Accreditation Act of 2012. The Cradle's annual report publication is available on our website.

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 Applicants Services, **Adoptive Parents' Rights and Responsibilities in Illinois**. This form may be downloaded from The Cradle website: <https://www.cradle.org/homestudy> or the DCFS website: https://www.illinois.gov/dcf/aboutus/notices/Documents/CFS_403-D_Adoptive_Parents_Rights_and_Responsibilities_in_Illinois.pdf

Please review the document prior to signing it with your counselor at your initial consultation. Please note that the State of Illinois has a similar document for birth parents, CFS 403-E, **Birth Parents' Rights and Responsibilities in Illinois**, which can be downloaded at the DCFS website:

https://www.illinois.gov/dcf/aboutus/notices/Documents/CFS_403-E_Birth_Parents_Rights_and_Responsibilities_in_Illinois.pdf

The Cradle recommends that applicants familiarize themselves with the rights of birth parents as well.

A copy of The Cradle's standard 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 standard Fee Schedule and Refund Policy are subject to change when additional fees are reasonably required by the circumstances. Such fees will be disclosed to applicants before they are incurred.

If a home study is completed and approved, a copy will be provided to applicants.

1. **Receipt of Information.** Applicants 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 standard fee schedule and refund policy;
- c. Exhibit C describing the complaint policy of The Cradle;
- d. Exhibit D acknowledging receipt of Notice of Privacy Practices.

2. **Adoptive Parent Training & Preparation.** Applicants 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; however, applicants should expect additional training requirements beyond the minimum hours. Applicants who have completed a home study with The Cradle previously will be required to complete a minimum of six (6) hours of such training.

3. **Home Study Process and Document.** The home study process involves a series of meetings between an adoption counselor and applicants to determine whether The Cradle is able to approve the applicants for adoption. The home study evaluates the following components and when applicants are approved, 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; home safety, character references, marital relationship, autobiographical history; parenting approach, discipline and childcare plan; suitability of home and community; understanding of adoption issues, and background clearances. 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 applicants. Additionally, discussions with the applicants will cover some or all of the services, policies, and practices as outlined in Exhibit A. The Cradle provides home study services only for those applicants adopting domestically that are intending to adopt through one of our domestic programs and for international adoption programs operated by other agencies. The Cradle reserves the right to rescind its approval should applicants' circumstances change to the extent that the home study no longer is an accurate reflection of the original document. After completion of a home study, home study updates may be required in order to meet certain program requirements; fees will be assessed as indicated on page 10.
4. **Expected Waiting Period for Placement.** It is impossible to determine how long specific applicants will wait from the time their home study is approved until a child is placed in their home. In the domestic program, some applicants wait a few days while others wait over three years. Birth parents nearly always choose the applicants and the length of applicants' wait is not a consideration for a birth parent's decision. On average applicants have waited thirteen months in the domestic program, but that is not necessarily indicative of average wait times in the future, or for any specific applicants. In international adoption, the wait time is dependent on the country and applicants should ask their placement agency what the expected waiting period might be.
5. **Partnering for Matches.** Once a home study has been approved for The Cradle's domestic program, applicants are encouraged to be proactive in their efforts to identify a child to adopt. The Cradle provides applicants with suggestions on how to present their profile and refers them to websites that can expand their networking efforts beyond those expectant parents already working with The Cradle. The Cradle's policy on working with other providers is described in Exhibit A and fees for identified adoption matches are described in Exhibit B.
6. **Child's Background Information.** Background information about a domestic child is obtained by counselors who have counseled one or both expectant parents, and by medical personnel who have had contact with the child. The information reported by the expectant parent(s) is provided to applicants verbally and/or in writing at the time of a match and in writing no later than the day of placement. Information reported by medical personnel about the child and/or expectant parent(s) is provided to applicants 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 applicants when received by The Cradle. The applicants 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. Applicants 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.
7. **Post-Placement Process and Finalization.** For domestic adoptions and certain international adoptions, a Cradle counselor will meet with the adoptive parents and child on a regular 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. Applicants agree to cooperate fully in scheduling these post-placement visits. The schedule of post-placement and post-adoption visits and reports for an international adoption are dependent on the country's requirements. The Cradle will provide services to support the adoptive family during the post placement period. In the event that the adoptive parents decide to disrupt or dissolve the placement of the child, adoptive parents agree to advise The Cradle immediately and to work collaboratively with The Cradle to make a safe and legally secure plan for the child.
8. **Post-Adoption Services.** The Cradle has a Post Adoption Services department that is available to adoptive parents 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 website.
9. **Duty of Full Disclosure.** Applicants shall promptly inform The Cradle of any fact(s) about any of the

following and at any time in the process prior to finalization of an adoption.

- 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 applicants' current 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 applicants' 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.

The Cradle has the responsibility to assess new events and/or information that is disclosed to determine the effect on the approval of a home study or recommendation for an adoption.

- 10. Other Placements.** Applicants 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 that they 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, applicants acknowledge and agree that Cradle approval is contingent upon the child request section of the home study matching the child being referred to them and compliance with The Cradle's policy on Use of Other Adoption Providers (See Exhibit A). Failure to obtain The Cradle's approval may jeopardize continuation of the adoption process with The Cradle.
- 11. No Guarantee.** The Cradle cannot guarantee in advance that applicants will be approved as adoptive parent(s), or that a child will be placed with them, or that, if a child is placed with them, they will be approved by the court to adopt the child.
- 12. Indemnification and Liability.** All parties agree that The Cradle shall not be liable for any incidental, special, consequential or punitive damages arising from any claim against The Cradle for breach of this agreement or for any acts or omissions of The Cradle or its directors, officers, employees, and volunteers. Nothing in this agreement should be construed to waive claims against The Cradle for intentional or reckless acts or omissions or for gross negligence. The applicants agree to indemnify and hold harmless The Cradle from any and all costs, expenses, losses, claims, liabilities, damages, settlements and judgments, including attorney's fees and expenses, arising out of any unsuccessful claim against The Cradle for breach of this agreement by The Cradle, or for any claim based on misrepresentations, acts, activities, or omissions of the applicants.
- 13. Termination of Agreement.** If applicants 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. Should the assessment of any of the aforementioned components of the home study reveal concerns that cannot be addressed to The Cradle's satisfaction within a reasonable timeframe, The Cradle reserves the right to discontinue the home study process.
- 14. Illinois Adoption Agency Information and Complaint Registry.** The State of Illinois Adoption Agency Information and Complaint Registry serves to assist the public in the monitoring of licensed child welfare agencies. You may access information concerning the past history and records of any licensed child welfare agency providing adoption services in Illinois through the Department of Children and Family Services at <http://www.illinois.gov/dcfs/Pages/default.aspx>.
- 15. U. S. State Department Complaint Registry for International Adoptions.** Information on the Complaint Registry of the U.S. Dept. of State for families adopting internationally: The Department of State investigates and maintains a database of substantiated complaints against accredited service providers. To access this database or to submit a complaint online, go to <http://adoptionusca.state.gov/HCRweb/welcomeForm.aspx>
You may also submit complaints in writing to:
Attn: U.S. Central Authority
U.S. Department of State
Bureau of Consular Affairs
Office of Children's Issues, Adoption Unit (SA-29)
2201 C Street, NW
Washington, DC 20520
Or, by calling the Department of State at (888) 407-4747

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

APPLICANT(S)

By: _____

Its: _____

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 Cradle parents adopting domestically is thirty-nine.¹ 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

The Cradle asks that couples be prepared to show proof of marriage prior to beginning the home study process, in that marriage 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. As part of the home study 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 applicants before a subsequent child joins the applicants. However, we recognize some applicants make the decision to pursue adoption and Assisted Reproductive Technologies (e.g. IVF, IUI, egg donation, etc.) simultaneously. It is The Cradle's belief this can be challenging emotionally, physically and financially; we will work with applicants to determine their needs and abilities to pursue both.

The Cradle requests that applicants inform us of a pregnancy by the end of the first trimester. At that time applicants will be placed on hold. Upon the birth of the child, applicants will be asked to withdraw from our program. Those who did not yet have an approved home study and wish to reapply for adoption at a future date will need to have a home study completed at that time to reflect the new applicants' make-up; home study fees in effect at the time will apply. Applicants who are in the waiting applicant's pool and/or have completed a home study and wish to reapply for adoption at a future date will need to have a home study completed at that time to reflect the new applicant's make-up; home study fees in effect at the time will apply. Applicants who have

¹ Several years of Cradle data

already paid The Cradle's Program Fee without taking placement will receive a credit applied for that amount toward a future adoption; however, program fees in effect at the time of a reapplication will apply.

The Cradle will not show applicants' profile to expectant parents while they are on hold or while they are pregnant.

5) Gender Preference of Child

Much like biological reproduction where gender is not predetermined, The Cradle does not permit gender preference in the domestic program. This practice allows matches to occur with expectant parents prior to the birth of the child. For international programs, the policy of the placement agency will apply.

6) 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 applicants 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 applicants are ready to be in a fully disclosed open adoption with birth parents, with birth parent contact potentially taking different forms including telephone, email, mail, and face-to-face visits. The spectrum of openness depends on the individual circumstances of each case.

7) 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 applicants using corporal punishment will be denied home study approval. The Cradle is committed to helping applicants explore various discipline alternatives and Adoption Learning Partner courses and Cradle workshops can assist in this area.

8) Adopting a Biracial Child

There are multiple considerations for applicants when deciding whether to adopt a child of a different race. Although some applicants express a desire to adopt a biracial child, it is The Cradle's belief that the joys and challenges of adopting a child who is biracial are the same as those of a child of a wholly different race than their adoptive parents. 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, as does a child of a wholly different race than their adoptive parents. It is The Cradle's position, therefore, that applicants 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. An interracial couple may choose to be open only to a child reflective of their own races.

9) Adopting Internationally

Applicants pursuing an intercountry adoption must work with an accredited or approved adoption service provider. The accreditation regulations set standards for accreditation and approval that are designed to ensure that U.S. accredited agencies and approved persons perform their duties in an ethical and transparent manner. Consistent with the Hague Convention and the Intercountry Adoption Universal Accreditation Act of 2012, and regardless of whether or not applicants are adopting from a Hague Convention country or a Non-Convention country, all applicants pursuing an intercountry adoption must identify a Primary Provider in the foreign country. The Cradle does not have foreign programs and will not act as the Primary Provider in a UAA case. The Cradle requires that applicants identify an accredited Primary Provider who has a program in the country from which applicants intend to adopt prior to the completion of the home study. The Cradle can assist applicants to identify a Primary Provider.

10) Use of Other Adoption Providers Domestically

The Cradle is committed to adoption practice that is in the best interest of children, which is embodied within the laws of the State of Illinois. While working with The Cradle, if you retain another provider to match and/or place a child with you, that provider must be a state-licensed not-for-profit agency designated as a 501(c) (3). If such a provider is not a state-licensed not-for-profit agency designated as a 501(c)(3), we will require that you identify and transfer to another Illinois agency, which will facilitate the placement of the identified child, including, if applicable, compliance with the Interstate Compact on Placement of Children (ICPC), and the provision of any required post placement supervision services. Fees already paid to The Cradle, with the exception of post placement supervision services, are non-refundable.

Standard Fee Schedule

Effective October 1, 2016

All Fees are subject to change.

	Domestic Program	International Program
Registration Fee With Registration Paperwork	\$500	\$500
Home Study Phase I With Application	\$500	\$500
Home Study Phase II At 3 rd Interview	\$1,600	\$1,600
Home Study Completion At Home Visit	\$1,400	\$1,400
<i>Total Home Study Fee</i>	<i>\$4,000*</i>	<i>\$4,000*</i>
Program Fee	\$12,700	\$3,000 - \$7,000 (varies by country)
Placement Fee	\$22,200**	\$8,000 - \$27,000 (varies by country)
Total	\$38,900+	\$15,000 - 40,000

* Total fee of \$4000 includes all pre-adoption education and required post-placement/post-adoption visits.

**If placement of twins, placement fee is 50% higher.

NOTE: If applicant completed a home study with The Cradle previously and has returned for a subsequent adoption, there are generally fewer meetings. \$500 is due with the application and the balance of the fee, \$3,500 is due at the time of the home visit.

+Finding Families for Children Initiative

To ensure that we have sufficient options for all expectant parents, and parents for every child entrusted to our care, The Cradle Foundation is funding the **Finding Families for Children Initiative**. This initiative financially supports the adoption fees for three categories of applicants:

African American and Multi-racial African American applicants applying for the adoption of a child of African-American heritage.

Applicants applying for the adoption of the birth sibling of their adopted child when they do not already have a current completed home study with The Cradle; and

Applicants applying for the adoption of a medically fragile child who is expected to be eligible for an adoption subsidy (aka Adoption Assistance) on the basis of his/her disability.

African-American Applicant Fees

Registration Fee	\$500
Home Study: Phase I	\$500
Home Study: Phase II	\$1,600
Complete Home Study	\$1,400*
Program Fee	\$6,800
Placement fee	\$11,700**
Total:	\$22,500

*Total home study fee of \$4000 includes all pre-adoption education and required post-placement/post-adoption visits.

** If placement of twins, placement fee is 50% higher.

Adopting a Birth Sibling Fees

Registration Fee	\$500
Home Study: Phase I	\$ -
Home Study: Phase II	\$ -
Complete Home Study	\$1,000*
Program Fee	\$5,000
Placement Fee	\$8,500**
Total:	\$15,000

*Total home study fee of \$1500 includes all pre-adoption education and required post-placement/post-adoption visits.

** If placement of twins, placement fee is 50% higher.

Adopting a Medically Fragile Child Fees

Registration Fee	\$500
Home Study: Phase I	\$500
Home Study: Phase II	\$1,600
Complete Home Study	\$1,400*
Program Fee	\$ -
Placement Fee	\$3,500**
Total:	\$7,500

*Total home study fee of \$4000 includes all pre-adoption education and required post-placement/post-adoption visits.

**If placement of twins, placement fee is 50% higher.

Other Fee Assessments
Effective October 1, 2016

<u>Type</u>	<u>Amount</u>	<u>Explanation</u>
Additional Post-Placement Visits	\$300 per visit	If domestic post-placement supervision continues beyond six months necessitating additional visits. If International post-placement supervision continues beyond six visits for any reason.
Applicant identifies IL or IN birth mother and refers her to The Cradle	\$1,000 for birth parent services, up to ten hours	After completion of home study and payment of program fee, applicants are encouraged to identify a potential birth mother through their own sources. If the identified birth mother places, fees are itemized as described in this section and are due upon placement, within 10 days of receipt of invoice. Total fees will not exceed the traditional Cradle placement fee. If the mother chooses to parent, no fees will be charged for that match.
	\$100 per hour	Birth parent services in excess of ten hours
	\$250 per day	Cradle Nursery care
	Other expenses	Applicants pay for direct birth parent, baby, and case related expenses, including but not limited to medical and living expenses, and transportation.
Home Study Update	\$300/\$500	Home study needs to be updated for any reason prior to placement. \$500 will be charged when applicants change from the domestic program to the international program. All other updates are \$300. Update fees are due at the time of the applicants' meeting(s) with their counselor and are non-refundable after the meeting(s) have occurred.
Interstate Adoption	\$500	Applicants matched with birth parent(s) in another state and Cradle assists with the Interstate process and no other Cradle services are provided or coordinated. There will be no Cradle placement fee; however there may be local agency and attorney fees and birth parent expenses payable in the other state. Fee is due when applicants request Cradle assistance. Fee is non-refundable. (Does not apply to birth mothers served by The Cradle's Indiana office.)
Out of State Coordination Fee	\$2,500 per match	Applicants are matched with an out of state birth parent who contacts The Cradle directly or through the applicants. If the match results in a placement, there will be no Cradle placement fee; however local agency and attorney fees and birth parent expenses may be payable in the other state. Fee is due at time of match. If the mother chooses to parent, fees are refundable. (Does not apply to birth mothers served by The Cradle's Indiana office.)

Refund Policy **Effective October 1, 2016**

Registration Fee

Nonrefundable after initial interview has occurred.

Home Study: Phase I

Nonrefundable after second interview has occurred.

Home Study: Phase II

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

Complete Home Study Fee

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.

Program Fee

Nonrefundable after added to wait list.

Placement Fee

Due upon receipt of invoice and within ten (days) of placement. Placement Fee must be paid in full prior to adoption finalization.

REFUND NOTE: If applicant 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.

Exhibit C
Problem Resolution Policy

What Every Client Should Know

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 applicants 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.

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 applicants 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. In the event that the complaint is time sensitive or involves allegations of fraud, The Cradle will expedite the formal Problem Resolution Process.
- As required by law, the Agency will report the outcome of its complaint investigation in writing to the Department of Children and Applicants 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. In the event of an adoption sought from a foreign country, The Cradle Society permits any birth parent, prospective adoptive parent or adoptive parent, or adoptee to lodge directly with The Cradle signed and dated complaints about any of the services or activities of The Cradle (including its use of supervised providers) that he or she believes raise an issue of compliance with the Hague Convention, the Intercountry Adoption Act of 2000 (IAA), the Intercountry Adoption Universal Accreditation Act of 2012 (UAA) or the regulations implementing the IAA and the UAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with The Cradle’s response to their complaint.
- Information on the Complaint Registry of the U.S. Dept. of State: The Department of State investigates and maintains a database of substantiated complaints against accredited service providers. To access this database or to submit a complaint online, go to <http://adoptionusca.state.gov/HCRweb/welcomeForm.aspx>
- You may also submit complaints in writing to:
Attn: U.S. Central Authority
U.S. Department of State
Bureau of Consular Affairs
Office of Children’s Issues, Adoption Unit (SA-29)
2201 C Street, NW
Washington, DC 20520
Or, by calling the Department of State at (888) 407-4747

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: _____

Exhibit D

Acknowledgement of Receipt: Notice of Privacy Practices

By signing this form, you acknowledge that you have received the Notice of Privacy Practices of The Cradle and its practicing providers of service. This Notice of Privacy Practices provides information about how we may use and disclose your protected health information. We encourage you to read it in full.

The Notice of Privacy Practices is subject to change. You may obtain a copy of the current notice by:

- viewing our website at www.cradle.org,
- visiting reception desk or waiting areas
- contacting our Privacy Officer at (847) 475-5800 or The Cradle, 2049 Ridge Ave., Evanston, IL, 60201

I acknowledge that I have received the Notice of Privacy Practices.

Signature
(Client, parent, conservator, guardian)

Printed Name

Date

Signature
(Client, parent, conservator, guardian)

Printed Name

Date

If no signature is obtained above, describe the good faith efforts made to obtain the individual's acknowledgement, and the reasons why the acknowledgement was not obtained:

Signature (Cradle representative)

Printed Name

Date