



## TRADITIONAL ADOPTION PLACEMENT PROGRAM PARTICIPATION AGREEMENT

The Traditional Adoption Placement Program Participation Agreement ("Agreement") set forth herein is between \_\_\_\_\_ and \_\_\_\_\_ ("Participants") and Adoption Center of Illinois at Family Resource Center ("ACI").

If, after reading this Agreement, the Participants decide to enter into this Program, they should initial each page of this Agreement, sign the last page, and return the Agreement to ACI with their Phase II fee. Current fees for the TAP Program are set forth in the Domestic Program Overview and Fee Structure.

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

- Provide truthful, accurate and complete information during all interviews, meetings and interactions with ACI. Failure to disclose information or disclosing incomplete information may be cause for ACI to discontinue services to Participants.
- Notify ACI of any change to information initially provided, including but not limited to arrests and/or convictions, legal, financial, medical, physical, mental health, alcohol/substance issues, family status, work or work address, home address, or health status during the adoption process.
- Participants understand that ACI's services are governed by the guidelines, practices and stipulations set forth in the documents titled "Adoptive Parents' Rights and Responsibilities in Illinois" and "Birth Parents' Rights and Responsibilities in Illinois" respectively. The Illinois Department of Children and Family Services mandates that these documents be read and signed by Adoptive Parents and Birth Parents.
- Understand that the TAP Program has the potential for significant emotional disappointment and there is no guarantee that Participants' efforts in this program will result in an adoptive placement.
- Understand that ACI cannot and does not verify information provided by potential birth parents. ACI cannot compel a potential birth parent to have prenatal medical care, including testing for various medical concerns as well as for alcohol or other substances. ACI does not guarantee information received from potential birth parents is accurate regarding their exposure to alcohol or other substances or as to medical conditions and social history they may or may not be aware of.
- Understand that Illinois adoptions cannot involve an exchange of money between prospective adoptive parents and potential birth parents as part of the placement process. Illinois law allows adoptive parents to give gifts to potential birth parents, so long as the *total value* of the gifts does not exceed \$200. Illegal gifts or payments that are given to birth parents may be cause to invalidate an adoption and cause the prospective adoptive parents to lose custody of the child
- Understand that Participants are expected to maintain a cooperative and harmonious relationship with ACI staff and potential birth parents. ACI reserves the right to terminate

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this Agreement at any time if Participants become adversarial in their relationship with ACI or potential birth parents.

- Understand that Participants will be presented to potential birth parents whose circumstances match the Participants' expectations. Participants understand that once they accept a match, they will be placed on hold and their profile will not be shown to other potential birth parents.
- Understand that if Participants become pregnant while active in TAP they are required to inform ACI as soon as possible. Participants will be placed on hold until after the child is born and reaches six months of age. If they wish to continue in their adoption efforts at that time, they may do so after completing a Home Study Update and paying the associated fee.
- Understand that if Participants are successful in adopting a child through another resource they will be required to wait a minimum of six months before pursuing another adoption. A new Application and Home Study (Phase I) fee will be required, as these services were completed by ACI for the Participant's previous adoption. *Please note, in such situations the Phase II fee for TAP will be waived, however.*
- Understand that in the event of a placement, Participants will be asked to execute a "Placement Agreement" and pay a Phase III Placement Fee, as described in the Domestic Program Overview and Fee Structure. It is incumbent upon Participants to read and review the placement agreement and address any questions they may have about that agreement during the application process.
- Understand that Participants who are awarded Family Based Financial Aid are responsible for understanding the terms of the award and monitoring the requirements necessary to maintain their eligibility.
- Understand that Participants must seek and retain independent legal counsel to address legal questions throughout the adoption process. Participants will be required to obtain independent legal counsel in order to adopt in Illinois and are responsible for paying their own legal fees.
- Uphold and maintain any promises and commitments made to birth parents including: sending or exchanging photographs or letters and scheduling face-to-face meetings as part of the adoption plan. Both Participants and birth parents are expected to inform ACI of their expectations and promises for post placement communication.
- Understand that ACI reserves the right to suspend or discontinue services to Participants or potential birth parents at its discretion at any time. Reasons to discontinue services include but are not limited to: lying or failing to fully disclose information requested, exchange of money between Participants and potential birth parents, undisclosed agreements between potential birth parents and Participants, antagonistic behavior, failure to maintain communication, or any other concern where in the opinion of ACI it would not be advisable or in a child's best interest for ACI to continue to assist with the adoption plan. In any such situations non-refundable fees previously paid will not be returned.

- Understand that once an adoption is initiated (via a Petition and Interim Order being entered in an Illinois court), the adoption of that child is not complete until the Participant's attorney returns to court in approximately six months for finalization. During this period of time, while the Participants are responsible for the child, the agency continues to have a responsibility to supervise the placement. Participants understand and agree that they will make themselves and the child available to ACI and its representatives for interviews and observations at times convenient for ACI.

To confirm understanding of this Agreement, please sign in the space below and initial all pages. Please return the Agreement to Adoption Center of Illinois with the Phase II payment.

\_\_\_\_\_  
Signature Adoptive Parent      \_\_\_\_\_  
Print Name / Adoptive Parent      \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Adoptive Parent      \_\_\_\_\_  
Print Name / Adoptive Parent      \_\_\_\_\_  
Date

For Adoption Center of Illinois:

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Teresa Bernu, LCSW  
Domestic Program Supervisor

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