ADOPTION SERVICES AGREEMENT

This agreement is between Lutheran Social Services of Illinois and

_______________________________________________________________ (client/s).

Thank you for choosing to work with Lutheran Social Services of Illinois (LSSI). LSSI believes that adoption is a wonderful way to build a family and is committed to finding adoptive parents for children who are in need of permanent families.

This Adoption Services Agreement is required by the Department of Children and Family Services (DCFS) to ensure that LSSI has disclosed to prospective adoptive parents a variety of policies, practices, and expectations regarding our work together. Please read this document carefully and address any questions with your adoption specialist before signing. You will receive a copy of this signed agreement for your records.

1. LSSI PROGRAM INFORMATION AND REQUIREMENTS

Summary of LSSI Board-Approved Adoption Policies
A summary of LSSI board-approved policies related to adoption services is included with this agreement as Attachment A.

Fee Information and Refund Policy
A detailed fee schedule is provided in writing to every client. A summary of fees and LSSI’s refund policy are included with this agreement as Attachment B.

General Eligibility Criteria and Additional Adoption Services Practices
LSSI’s general eligibility criteria for adoptive parents are contained in Attachment C. Attachment C also lists other LSSI adoption practices with which clients should familiarize themselves.

Confidentiality and Grievance Procedures
LSSI’s confidentiality and grievance procedures are included with this document as Attachment D.

Home study Process and Agency Approval
Approval for adoption through LSSI is obtained through the home study process. The phrase “home study” is used to refer to both the adoption assessment process and the document that is produced as part of that process. The home study process is completed through several meetings with an adoption specialist. If required, licensing of the home is also completed during this time and involves meeting the standards in DCFS Rule 402. In instances when licensing of the home is not required, DCFS Rule 402 is still used as a guide regarding the clients’ home, numbers and ages of children served, and other basic requirements.

Training, as required by LSSI and by law, is also completed during the home study process. In all instances, LSSI reserves the right to require additional training based on the needs of the child. There are no additional costs for pre-adoption training, except for CPR training, if clients are trained by LSSI. Clients are responsible for any costs associated with CPR training, if applicable. Clients are also responsible for any costs associated with training obtained through any other entity, resource or agency other than LSSI. Please note that DCFS has specific criteria for pre-adoption training. Please discuss any training resources
prior to using them so that LSSI can verify that the training is approved by DCFS. Failure to do so may result in repeating training with an approved curriculum.

Ideally, the home study process is a time of mutual assessment when LSSI learns about the prospective adoptive parent(s) and clients learn about adoption and prepare for becoming an adoptive family. While most families move through the home study process smoothly, LSSI cannot guarantee in advance that clients will be approved as adoptive parents. If the home study process reveals concerns that cannot be addressed to LSSI’s satisfaction within a reasonable time period, LSSI reserves the right to discontinue the home study process. Further, LSSI cannot guarantee that, if approved, a child will be placed for the purpose of adoption or that the court will approve the adoption of a child who is placed with LSSI’s clients. LSSI reserves the right to rescind its approval if clients’ circumstances change to the extent that the most current home study no longer accurately reflects LSSI’s assessment of the family.

If a home study is completed and approved, clients are provided a copy, including any and all addenda.

Clients’ Duty of Full Disclosure
Clients shall promptly inform LSSI of any information about any of the following during the home study, at any time prior to finalization of an adoption, and at any time after finalization of an adoption if a foster home license is still open and/or if LSSI continues to provide post-adoption monitoring:

- arrests, convictions, or history of substance abuse, sexual abuse, child abuse and/or family violence;
- any other criminal history as an offender, including an arrest or conviction that has been expunged, sealed or pardoned;
- any material change in current family circumstances, including (without limitation) pregnancy, divorce, separation, health, illness, loss of employment, changes in financial circumstances, or the addition or loss of one or more members of the client’s household;
- any unfavorable or denied home study conducted by another adoption provider in Illinois or any other jurisdiction;
- any other factor discussed during the home study process.

Child’s Background Information
“For the adoption of a child born in Illinois, you have the right to receive in writing, no later than the date of placement, non-identifying information (if known) concerning the child and his or her birth family to be placed with you for adoption, including the:

- Date and place of birth of the child; immunization records; and conditions or diseases believed to be hereditary;
- Drugs or medications taken by the child's biological mother during pregnancy;
- Psychological and psychiatric information known about the child and birth family;
- Any other information that may be a factor influencing the child's present or future physical, mental or emotional health;
- Information on previous placements, if any, and reasons for placement changes, excluding identifying information on previous caregivers;
- Any known behavioral information about the child necessary to care for the child and other children in your home;
- Age, general physical appearance, ethnic background, race, religion, education, occupations, hobbies, interests and talents of each of the biological parents;
- Existence of any other children born to the biological parents;
- Information about biological grandparents; reason for emigrating into the United States, if applicable, and country of origin;
- Relationship between biological parents;
- Detailed medical and mental health histories of the child, the biological parents, and members of their immediate families;
In the case of emergency placements, known information may be provided verbally, but subsequently must be provided in writing;
• Information learned by the agency between the time of placement and the time of the adoption finalization as it is acquired.”*

*Excerpted from DCFS form CFS 403-D, “Adoptive Parents’ Rights and Responsibilities.”

The information noted above will be provided to clients verbally and/or in writing at the time of the match and in writing on the day of placement to the extent that the information is known. If additional information becomes available, it will be provided to the clients in writing upon LSSI’s receipt of the information. For children placed by LSSI, the information noted above is obtained, if available, by LSSI pregnancy counselors who have counseled one or both birth parents. Information may also be obtained from medical personnel or other service providers who have had contact with the child to be placed; LSSI cannot be held responsible for the accuracy of this information. Information obtained from birth parents is the self-report of the birth parent and often cannot be independently verified.

Additionally, any and all information regarding a child placed in the client’s home by another placing agency (domestically or internationally) is the responsibility of the placing agency or entity. LSSI cannot be held responsible for the accuracy of the information provided by the placement agency, foreign sources, birth parent(s) or other sources when another agency or entity places a child in the client’s home for domestic or international adoption.

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 working with LSSI without prior notification and approval of LSSI. Failure to inform LSSI may result in LSSI being unable to approve the placement and/or adoption.

Post Placement Visits and Finalization
For domestic adoption of a healthy infant, LSSI requires at least 3 home visits within 6 months of placement. (If the adoption does not finalize within 6 months, additional visits may be required). For special needs children, LSSI requires monthly visits until the adoption finalizes. For international adoptions, LSSI requires a minimum of 2 visits (one within 30 days of placement and one at 6 months). Some countries require additional post-placement/adoption visits. The number of visits may be increased at the discretion of LSSI and adoptive parents will be informed if such a determination has been made. Adoptive parents will be responsible for fees related to additional post-placement/adoption visits as defined in the Fee Schedule. Clients agree to cooperate fully in scheduling post-placement/post-adoption visits. Failure to comply may result in LSSI being unable to approve finalization. Failure to comply with post-adoption visits for internationally adopted children jeopardizes other families’ ability to adopt from the same country.

LSSI is responsible for making a determination to recommend finalization of the adoption. When recommending for an adoption, at the appropriate time and after required documents are submitted and outstanding fees are paid, LSSI will provide a Report of Investigation to the Court where the adoption petition has been filed.

II. ADDITIONAL RESOURCES AND REQUIRED INFORMATION

Rights & Responsibilities – Adoptive Parents & Birth Parents
In accordance with Illinois law and DCFS requirements, LSSI provides clients with a document entitled, “Adoptive Parents’ Rights and Responsibilities (CFS 403-D),” which details the rights and responsibilities of adoptive parents in Illinois. Adoption specialists go over this document with clients who must initial
LSSI is also obligated to inform clients of the rights of birth parents. There is a similar document, “Birth Parents’ Rights and Responsibilities (CFS 403-C)” which details the rights and responsibilities of birth parents in Illinois. It is recommended that clients familiarize themselves with this document as well. This form is also available online at: http://www.adoptionillinois.org/DocumentsAndResourcesAdoption.html.

Annual Report
In accordance with DCFS Rule, LSSI prepares an “Annual Report for Illinois Adoption Agencies (CFS 596-Q)” every year with information regarding the most recent fiscal year’s activity. This document is available online at http://www.adoptionillinois.org/DocumentsAndResourcesAdoption.html.

Illinois Adoption Agency Information and Complaint Registry
The State of Illinois Adoption Agency Information and Complaint Registry serves as a means for the public to assist in monitoring licensed child welfare agencies. Clients may access information regarding any licensed child welfare agency providing adoption services in Illinois through the DCFS registry’s toll free telephone number (1-866-730-5110).

Non-profit Status, Agency Licensure and Accreditation
Lutheran Social Services of Illinois is a not-for-profit [501 (c) (3)] agency organized under the laws of the State of Illinois and licensed by the Illinois Department of Children and Family Services (DCFS) as a Child Welfare Agency in the State of Illinois (License #013005). LSSI is also accredited by the Council on Accreditation for a number of services, including adoption services, intercountry adoption services and pregnancy support services.

Termination of Agreement
LSSI has the right, for good cause, to terminate its relationship with clients at any time; such termination of services will be communicated to clients in writing. Clients also have the right, at any time, to refuse or discontinue receiving services. Clients should provide this to LSSI in writing.

III. ACKNOWLEDGEMENT

By signing below I/we acknowledge that I/we have received, read, understood, and agree to abide by this Adoption Services Agreement and the information contained in Attachments A, B, C, and D included with this document. I/We further acknowledge that nothing in this document purports to waive claims against LSSI for intentional or reckless acts or omission or for gross negligence.

I/We understand that by failing to comply with any of the provisions outlined in this agreements and its attachments I/we am/are jeopardizing my/our ability to be approved for or finalize an adoption with LSSI.

Adoptive Parent Name (Print)

Adoptive Parent Signature       Date

Adoptive Parent Name (Print)

Adoptive Parent Signature       Date

LSSI Staff Person Name (Print)

Adoption Services Agreement

Initials _________      ____________  Page 4 of 12

Rev. 6/27/13
The LSSI Board of Directors has approved several adoption-related policies which guide LSSI’s adoption practice. These policies are summarized below. The full text of any of the policies is available at any time by requesting them from an LSSI adoption specialist.

- **Adoption Services Policy**
  Adopted 6/14/05
  LSSI’s adoption services are guided by the belief that every child deserves to have a permanent family. LSSI seeks adoptive families who can meet the needs of the children available for placement. Placement decisions are made on a case-by-case basis and the agency does not discriminate on the basis of race, ethnicity, religion, economic class, gender or sexual orientation of prospective adoptive parents.

- **Preferential Placement Prohibition Policy**
  Adopted 6/14/05
  LSSI does not accept as adoptive applicants anyone who is associated with LSSI as a director, employee, contractor, or consultant. If an adoptive applicant is approved and licensed by another agency, the may be considered for children served by LSSI, but the applicant’s agency decides whether the child is an appropriate match for the applicant. Placement decisions are made on the basis of the best interests of the child, and preferential consideration of any adoptive applicant is prohibited.

- **Prohibition of Payment Policy**
  Adopted 6/14/05
  LSSI does not provide or promise payment, or any other consideration, to any party directly or indirectly involved in the administration of adoption services, whether an employee or independent contractor. Payment is allowed for performance of routine professional duties related to an adoption process and, under usual circumstances, the adoptive family makes this payment – an example being payment to the international placing agency in an inter-country adoption. LSSI does not make payment or accept payment for referrals of adoptive applicants to LSSI or make payment or accept payment from any individual or organization to which LSSI may refer adoptive applicants.

- **Solicitation of Funds and Acceptance of Contributions Regarding Adoptions Policy**
  Adopted 6/14/05
  LSSI does not solicit funds or accept contributions from prospective adoptive families during the application period, waiting period, before the adoption is finalized and until a period of six months has elapsed since the completion of services to the family.

- **Information Disclosure and Search Policy**
  Adopted 6/14/05
  LSSI believes that adoption is a lifelong experience for all persons involved in the adoption – birth parents, adoptive parents, and adopted person. Illinois law requires disclosure of non-identifying information to the adoptive parents about the birth parents at the time of adoptive placement. Disclosure of identifying information is only with the written consent of the persons involved. As part of post-legal services, LSSI will offer search and reunion services based on the mutual consent of those involved. For adopted persons under age 21, the adoptive parents must consent.

- **Hague Convention Policy**
  Adopted 6/14/05
  LSSI recognizes that legislation entitled “The Intercountry Adoption Act of 2000,” was signed into law by the President of the United States on October 6, 2000, implementing the tenets of the Hague Convention. LSSI will fully cooperate with all aspects of the legislation and procedures established by the Central Authority, the U.S. Department of State, as they related to a direct service agency.
Adoption Services Agreement – Attachment B
Summary of Fees and Refund Policy

The following represents a summary of fees for the adoption services offered by LSSI. This summary is not a substitute for LSSI’s full fee schedule.

**International Adoption**

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>$300</td>
</tr>
<tr>
<td>Preparation for Adoption (home study and required training)</td>
<td>$2,250</td>
</tr>
<tr>
<td>Post-Placement/Post-Adoption Services</td>
<td>$300/visit*</td>
</tr>
</tbody>
</table>

**Total LSSI fees** $2,550 + $300/post-placement or adoption visit

**Domestic Infant Adoption**

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Agency Infant</th>
<th>Identified Adoption</th>
<th>Agency-Assisted</th>
<th>Private Adoption</th>
<th>Special Needs Adoption</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>Preparation for Adoption (home study and required training)</td>
<td>$2,250</td>
<td>$2,250</td>
<td>$2,250</td>
<td>N/A</td>
<td>$2,250</td>
</tr>
<tr>
<td>Program Fees</td>
<td>$5,000</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$5,000</td>
</tr>
<tr>
<td>Pre-Adoption Service Fee</td>
<td>N/A</td>
<td>N/A</td>
<td>$100/hour to a max of $2000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Placement and Follow-up Services</td>
<td>$14,000*</td>
<td>$4,000</td>
<td>$2,000</td>
<td>N/A</td>
<td>$4,000</td>
</tr>
<tr>
<td>Private Adoption Services Fee</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$1,750 (+$100/hour for every hour over 10 hours)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total LSSI fees** $21,550* $6,550 $4,550 - $6,550 $2,050 (+$100/hour for every hour over 10 hours) $11,550

*LSSI offers a reduced agency infant placement fee for certain counties in Central and Southern Illinois. Ask your adoption specialist for more information.

**Other Adoption Services**

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any other adoption or maternity service not mentioned in this summary, including home study updates.</td>
<td>$100/hour</td>
</tr>
<tr>
<td>Initial Case Evaluation for Maternity Services (only applicable for cases where LSSI serves the birth parent only)</td>
<td>$400</td>
</tr>
<tr>
<td>Mileage Surcharge - for families who apply on or after July 1, 2013 there will be a mileage surcharge for round trips over 120 miles between the adoptive family’s home and the office where the LSSI adoption specialist is based.</td>
<td>$0.51/mile</td>
</tr>
<tr>
<td>Embryo Adoption Home Study</td>
<td>$2,050 (+$100/hour for every hour over 10 hours)</td>
</tr>
</tbody>
</table>
**Refund Policy**

The application fee is non-refundable.

A portion of the preparation for adoption fee may be refunded if a family withdraws from the agency or the agency finds it is unable to work with a family prior to completion of the preparation process. In either case, $500 per meeting and $250 for training will be charged, as applicable. LSSI will refund the remainder of the preparation for adoption fee. The refund must be requested within 6 months of withdrawal. No refund is available in the event a family does not receive a favorable home study.

All or part of the post-placement/post-adoption services fee may be refunded if the family moves out of the State of Illinois prior to completion of the post-placement/post-adoption reporting period. In this instance, $300/visit not yet conducted will be refunded to the family (unless the family paid $250 for the visit based on an earlier fee schedule in which case $250/visit will be refunded). The family must: 1) Notify LSSI in writing of their intent to move out-of-state and provide LSSI with their new address; 2) Show proof of notification of their new address to their international placement agency; 3) Secure a new agency that will provide the remaining post-placement/post-adoption monitoring/reports required by the international placement agency and/or country from which they adopted. Family must also sign a release of information between the new monitoring agency and LSSI so that information can be exchanged to ensure a smooth case transition.

Program fees are non-refundable. Placement & follow-up services fees are refundable in the event the adoption does not finalize and the child is removed from the home of the adoptive parent(s) prior to legal finalization.

In identified adoption, if the child is not placed with the prospective adoptive family, the fee is $300 for the application, $2,250 for adoption preparation (home study and training) and $100 per hour to a maximum of $4,000 for maternity services.

In identified adoption and agency-assisted adoption, if a family asks LSSI to administer a fund for the payment of approved birth parent living expenses, a 15% administrative fee will be charged on all monies deposited with LSSI for this purpose. This administrative fee is not refundable. Any money over and above the 15% administrative fee that is not spent on birth parent living expenses will be refunded to the family within 60 days of the placement and/or the conclusion of services to the birth parent(s).

The maternity services fee for interstate infant adoption is billed in advance at a rate of $100/hour in increments of $1,000. At the completion of services to the birth parent, any money advanced to the agency for maternity services over and above the charges for the time actually spent will be refunded to the adoptive family. Please note: the maternity service fee is for services provided to the birth parent(s) and is NOT dependent on the decision to make an adoption plan. Maternity service fees are paid by prospective adoptive parents. At no time is a birth parent obligated to pay a fee to LSSI for services received.

Any other fee not mentioned in this refund policy is non-refundable.
Lutheran Social Services of Illinois

Adoption Services Agreement – Attachment C
General Eligibility Criteria and Additional Adoption Services Practices

General Eligibility
At LSSI, our priority is finding families who can provide safe, loving care to children in need of permanent families. We encourage families of all racial, ethnic and religious backgrounds to consider adopting through LSSI. Adoptive parent(s) at LSSI:

- Must be able to provide a safe, nurturing home for a child. This includes being emotionally and financially able to care for a child.
- Do NOT have to be Lutheran. Families of any religious background or no religious background are welcome.
- Must be residents of Illinois.
- Must be at least 25 years of age.
- Can be single, married, or have a civil union.**
- Must meet the standards for a State of Illinois foster family home license. Actual licensure is required for domestic infant adoption and some types of international adoption.
- Must complete the required adoption preparation classes.
- For international adoption, must comply with the requirements of the placing country and/or international placing agency.

**For international adoption, countries may have requirements regarding marital status that differ from and supersede LSSI’s eligibility criteria.

Additional Detail about Age and Marital Status
Age – LSSI’s minimum age for adoptive parents is 25. There is no maximum age for LSSI’s domestic program, but age is a factor that birth parents may consider when selecting adoptive parents for their child. For international adoption, there are often age restrictions based on the placing agency and/or placing country. This information may be obtained from the placing agency.

Single persons – Single persons may apply to LSSI’s domestic adoption program. Birth parents may take a client’s marital status into consideration when selecting a family for their child. Many birth parents indicate that they want to place their child with a married couple so singles may wait longer placement of a child. Single clients seeking to adopt internationally must meet the criteria set forth by the criteria set forth by the placing country/agency.

Couples – LSSI asks that heterosexual couples show proof of marriage and that same gender couples show proof of civil union or marriage (as allowed by state law) prior to beginning the home study process. This requirement affords the child the highest level of legal protection as it relates to insurance, inheritance and similar matters. For international adoption, couples must meet the criteria set forth by the placing country/agency.

Pursuing Adoption and Pregnancy at the Same Time
LSSI’s standard is that every child deserves a year as the newest member of the family before another child joins the family (except for multiple births/sibling groups). LSSI also believes that it is not possible to wholly prepare for adoption when active efforts to become pregnant are also being pursued. It is LSSI’s expectation that clients will not pursue both infertility treatments and adoption simultaneously. If clients become pregnant, they should inform LSSI no later than 6 months before the due date and the adoption process will be on hold. After birth of the child, the family must wait 9 months before re-starting the adoption process. The home study will need to be updated to reflect the change in the family’s circumstances (becoming parents).

Wait Time after Adopting
Similarly, families who have adopted must wait at least 9 months after placement of a child before beginning the process to adopt another child; the home study will need to be updated to reflect the change in the family.

Adopting Unrelated Children at the Same Time/ Birth Order/Adopting a Same-Aged Child

Adoption Services Agreement

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Similar to the information above, LSSI believes that every child deserves to be the main focus of his/her parents’
attention in the initial months of joining a new family. Unlike parenting twins or triplets, who have the same genetic
makeup, similar birth histories and developmental needs, unrelated children may have quite different needs, temperaments and developmental abilities. Therefore, LSSI will not approve the adoption of two unrelated children at the same time. In addition, LSSI endorses the practice of maintaining a family’s birth order when adding children to a family through adoption and avoiding the adoption of a child who is the same age of a child who is already part of the family.

Corporal Punishment
LSSI believes that the best environment for children is one that is free from corporal punishment for all children. Therefore, LSSI will deny home study approval for clients using corporal punishment. This includes clients who state they may use corporal punishment for some children in the home, but not for the adopted children. LSSI is committed to helping clients explore various discipline alternatives and will assist clients in obtaining additional training on this topic.

Open Adoption
LSSI endorses openness in adoption. Openness in adoption is a continuum, and the degree of openness in each adoption is determined by the mutual consent of the involved persons. Openness in adoption may include exchange of identifying information and direct contact with one another after the adoption through letters, phone calls, e-mails or visits. Other birth and adoptive families may not exchange identifying information, but may still want ongoing contact. They may ask LSSI to act as an intermediary for their exchange of letters, photos, updates, cards or gifts. LSSI strongly encourages both families to honor their verbal agreements around ongoing contact, but in Illinois these agreements cannot be legally enforced.

Gender Preference
LSSI does not endorse clients having a gender preference in adoption. On rare occasions, an exception may be made. When LSSI is the placing agency, exceptions may be made only with the approval of the Statewide Director of Adoption Services; when another entity places the child, the expectations of the placing entity will be respected.

Adopting a Biracial Child
At times prospective adoptive parents feel they would be open to adopting a child who is biracial, but not a child who is of a wholly different race. It is, however, LSSI’s position that the needs of a biracial child are no different than those of any child of color with respect to development of a positive sense of identity. The challenges of raising a child of a different race are the same when raising a child who is biracial. Therefore, LSSI does not allow clients the option of being open to a biracial child, but not a child of a race that is wholly different than the adoptive parents.

Identifying a Child for Adoptive Placement
After the home study is approved, it is expected that families will be proactive in identifying a child for potential adoptive placement. This may include informing friends, relatives, colleagues or other networks of the client’s plan to adopt. LSSI also provides families with suggestions on how to expand their search using websites, social media or other placement agencies. LSSI’s fees for adoption of a child identified by the family are described in the fee summary (Attachment B) and on the detailed fee schedule signed by every client. The placement of any child identified by the family or through another agency or entity must conform to the laws of the State of Illinois.

Legal Risk Placements
Research tells us that infants placed for adoption have a better chance of forming a healthy attachment to their adoptive parents when placed with them as soon as possible after birth. For this reason, LSSI promotes placement of newborns with adoptive parents directly upon discharge from the hospital when the adoption plan continues to be the desire of the birth parent(s). This may occur prior to the signing of surrenders by birth parents resulting, temporarily, in a legal risk placement. LSSI recognizes the challenges this may create for adoptive parents and will work diligently to minimize the time involved. The exception to this policy involves situations where a birth mother is uncertain about her adoption plan and wishes additional time to make her decision. In such cases a temporary placement with a foster family is an option.

Private International Adoption
LSSI provides home studies, preparation, and post-placement/adoption monitoring for international adoption. LSSI is not a placing agency for international adoption and only works with clients pursuing international adoption through authorized international placing agencies. LSSI does not work with clients pursuing independent or private international adoptions. The rare exception may be clients seeking to adopt a child to whom they are related. These instances will be approved on a case-by-case basis.
Adoption Services Agreement – Attachment D
Confidentiality and Grievance Procedures

Confidentiality Rights
Both the law and written LSSI policy require that none of your confidences or written records maintained by the Agency be released without your specific written consent (unless otherwise specified by law). You are entitled to inspect and to obtain a copy of your records in accordance with procedures adopted by the Agency. These procedures will be explained to you by LSSI staff with whom you are engaged.

Disclosure of Information
Every effort will be made to maintain your confidence. There are situations, however, where the law requires that LSSI staff must make disclosures of confidential information. Records and communications may be disclosed in accordance with the provisions of the Child and Family Services Act of 1963 (as amended); the Alcoholism and Intoxication Treatment Act of 1974 (as amended); the Abused and Neglected Child Reporting Act of 1975 (as amended); the Mental Health and Developmental Disabilities Act of 1979 (as amended); the AIDS Confidentiality Act of 1985 (as amended); the Protection and Advocacy for Mentally Ill Persons Act of 1986 (as amended); and the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

For purposes of service provision, your confidences and records may be shared with other LSSI adoption/social work staff and auditing/accrediting agencies. Such a disclosure or sharing is done to better serve your needs where, for example, the adoption specialist/social worker wishes to consult with other professional staff to assist in planning for an adoptive placement and to ensure provision of quality services. Any sharing of information outside of the Agency for the purpose of planning an adoptive placement requires your specific written consent.

Grievance Procedure
LSSI expects that you, your adoption worker and his/her supervisor will work collaboratively to resolve differences that may arise over the course of your work together. LSSI expects that when differences arise, you will bring them to the attention of your worker and his/her supervisor to be resolved. Likewise, the worker and supervisor are expected to bring problems to your attention for discussion and resolution. Problems not resolved at this level may be brought to the attention of the Program Director at the site where you are receiving services.

If, after following this process, you remain dissatisfied, you may request an administrative review regarding LSSI’s adoption services by writing to:

Statewide Director of Adoption Services
Lutheran Social Services of Illinois
1001 East Touhy, Suite 187
Des Plaines, IL 60018

An investigation of any written grievance or complaint is initiated within two business days. All grievances or complaints are documented in writing by LSSI and the outcome of the investigation is reported in writing to the Illinois Department of Children and Family Services within 10 business days of receipt of the grievance or complaint. All grievances or complaints and the outcome of LSSI’s investigation are also reported to the LSSI Board of Directors at the next scheduled meeting.

Any retaliation against someone making a grievance or complaint is prohibited. Please note that you also have the right to appeal to an advocate outside of LSSI.