

LEGAL RISK PLACEMENT AGREEMENT

I/We have been informed that _____
is not free for adoption and until she/he is freed, the biological parents retain four residual parental rights:

1. To visitation,
2. To determine the child’s religion,
3. To voluntarily relinquish the child for adoption,
4. To claim the body of the deceased child.

Furthermore, until such time that adoptive rights have been obtained, the birth parents have the rights to pursue reunification with their child(ren).

I/We have been informed that termination of parental rights is:

- _____ to be initiated
- _____ underway
- _____ on appeal

I/We have been informed that this is a foster care placement and understand our role as foster parents. However, I/we intend to adopt _____ if termination of parental rights is achieved.

I/We have been informed that if termination of parental rights is achieved, it is DCFS’ intention that I/we be the adoptive parent(s) of _____. At that time the Adoptive Placement Agreement (CFS 426) will be signed.

I/We have been informed that if termination of parental rights is not achieved, _____ will not be available for adoption. At that time a new permanency plan will be developed and I/we agree to maintain _____ in foster care and to assist in achieving the new permanency plan which may include the child’s return to his/her birth parent(s).

I/We have been provided written information specific to the background of _____ prior to this legal risk placement and have signed the Affidavit of Information Disclosure for Placement (CFS 426-3) on _____.

I/We have been informed that there are legal risks associated with this type of adoptive placement.

I/We have reviewed the above information and agree to the legal risk placement of _____.

Legal Risk Parent Date

Legal Risk Parent Date

DCFS Adoption Specialist Date

Adoption Coordinator Date

POS Agency Worker Date

POS Agency Supervisor Date

Child’s Signature Date
(Required for children 14 years or older)