

VOLUNTARY POST-ADOPTION CONTACT AGREEMENT

This Agreement is entered on the _____ day of _____, 2011, between ADOPTIVE FATHER and ADOPTIVE MOTHER (hereinafter referred to as the "Adoptive Parents") and BIRTHMOTHER (hereinafter referred to as the "Birthmother"), and concerns voluntary ongoing post-adoption communication and contact with the following child:

CHILD'S NAME AND DOB: (hereinafter referred to as the "Child").

I. PURPOSE AND ACKNOWLEDGEMENT

Pursuant to Act 101 of 2010 (23 Pa. C.S. §2731-2742), the parties hereto intend to enter into this voluntary agreement for ongoing communication or contact between an adopted child and her birthmother, and the parties hereto agree that this Agreement:

1. Is in the best interest of the Child; and,
2. Recognizes the parties' interests and desires for ongoing communication or contact; and,
3. Is appropriate given the role of the parties in the Child's life; and,
4. Is entered into in anticipation of the finalization of the adoption; and,
5. Is not legally enforceable unless approved by the court; and,
6. That any breach or violation of this Agreement cannot be grounds for setting aside the adoption decree on the basis of any parties' failure to comply with its terms that are court approved.

II. ONGOING CONTACT AND COMMUNICATION

We agree the Child need(s) stability and permanency with the Adoptive Parents. We also agree that contact between the Child and the Birthmother may have a positive impact on the Child. We agree it is in the best interest of the Child that this adoption include the following contact:

- A. The Adoptive Parents will provide pictures of the Child and a letter of the Child's progress, to Birthmother at least two (2) times per year, once near the Child's birthdate and another approximately 6 months later.
- B. Birthmother has the option to provide gifts for the Child around the Child's birthdate and at Easter.
- C. At Birthmother's option and upon Birthmother's request, Adoptive Parents agree to meet with Birthmother for a visit between Birthmother and the Child, at least two (2) times per year. One of the visits shall be around the Child's birthdate and the second can be around a major holiday, or such other date as the parties shall mutually agree.
 - 1) If Birthmother opts to request a visit in accordance with Paragraph C, then the visits shall be at a mutually agreed upon place and duration. The duration shall be for a period of two (2) hours, but can of a different duration if the parties all agree. The only persons at the visit shall be Adoptive Parents, Child and Birthmother, unless the parties all agree to another person(s) being involved in the visit.
- D. Adoptive Parents have agreed to keep the name of " _____ " for the Child.

- E. Adoptive Parents shall allow Birthmother to have access to a “Facebook” page (as long as such service or similar service is available at no cost to Adoptive Parents) as a “friend” whereby Adoptive Parents may post pictures of the Child at their discretion.
- F. Birthmother and Adoptive Parents agree to respect each other’s confidentiality, even though they know each other’s full names, such that none of them will give out the names of the other party or publish it on the internet or otherwise, so that confidentiality surrounding this adoption shall be maintained as much as possible by the Birthmother and Adoptive Parents.
- G. Birthmother agrees that any pictures or communications provided to her are for her (Birthmother’s) exclusive possession only. Birthmother agrees that she will not publish information on or about the Child, or cause to be posted, or distributed, any pictures, communication or information about the Child, on any social network or media, or website on the internet or otherwise, including but not limited to Facebook, Myspace, Twitter, etc. as she acknowledges and agrees to the importance of respecting and maintaining the Child’s privacy and confidentiality. Any violation of this provision will be cause to immediately discontinue this Agreement and all communication and contact under this Agreement.

- H. The parties agree that the liason for effectuating this Agreement shall be LIASON NAME, a mutual friend of the parties (hereinafter referred to as the "Liason"). Accordingly, all contact between the parties shall be through the Liason, including the scheduling of visits, exchange of letters and pictures, exchange of gifts/cards/etc., and any other communication or contact between the parties. If the Liason shall cease to be available to serve in this capacity, then the parties shall contact their attorneys to arrange for another person to serve as a liason to effectuate this Agreement.
- I. Birthmother agrees to respect the decision of the Adoptive Parents as to how the Birthmother will be identified to the Child and agrees that it is within the sole discretion of the Adoptive Parents as to when and what the Adoptive Parents tell the Child about her adoption and identity of the Birthparents. Birthmother shall not do or say anything to the Child that would be contrary to Adoptive Parents decisions.
- J. Except as otherwise provided herein, Birthmother shall not contact or attempt to contact the Child by any direct or indirect means, including but not limited to, email, social networking sites, or any other type of website, text messaging, etc., unless expressly agreed upon in writing by the Adoptive Parents.

III. CONTACT INFORMATION

The following contact information is provided by parties to this agreement as needed to facilitate contact.

Name	Contact Information
<u>LIASON NAME, Liason</u>	<u>LIASON ADDRESS</u>
	<u>LIASON PHONE NUMBERS</u>

The parties and Liason agree to update their respective contact information with the Liason and otherwise as may be needed to effectuate this Agreement.

IV. ENFORCEMENT, MODIFICATION AND DISCONTINUANCE

The parties acknowledge and understand the following on enforcement, modification, or discontinuance of this Agreement:

A. Enforcement of this Agreement:

Enforcement is governed by Act 101 of 2010, Section 2738.

1. For this Agreement to be enforceable, it must be: in writing and approved by the court on or before the date of the adoption decree; and if the child(ren) is/are 12 years of age or older when this Agreement is executed, the Child(ren) must consent to this Agreement at the time of its execution.
2. Before the court may enter an order enforcing this Agreement, it must find all of the following:
 - a) The party seeking enforcement of this Agreement is in substantial compliance with this Agreement; and,
 - b) By clear and convincing evidence, enforcement serves the needs, welfare and best interests of the Child(ren).

3. This Agreement shall cease to be enforceable on the date the Child(ren) turns 18 years of age unless this Agreement otherwise stipulates or is modified by the court.
4. The court issuing final approval of this Agreement shall have continuing jurisdiction over enforcement of this Agreement until the Child(ren) turns 18 years of age, unless this Agreement otherwise stipulates or is modified by the court.
5. Any party to this Agreement, a sibling or a child who is the subject of this Agreement, may seek to enforce this Agreement by filing an action in the court that finalized the adoption.
6. Any party to this Agreement, a sibling or a child who is the subject of this Agreement, may request only specific performance in seeking to enforce this Agreement and may not request monetary damages or modification of this Agreement.
7. Pursuant to Section 2738(f) of Act 101 of 2010, the above listed method of enforcement is the only remedy for enforcement of this Agreement.
8. If any party does not follow this Agreement, a court may order that party to follow it. If a party does not comply with an order of the court, that party may be found in contempt of court and the court may impose sanctions against the party.

B. Modification of this Agreement:

Modification is governed by Act 101 of 2010, Section 2737.

1. Informal modification: parties can informally change this Agreement based upon the age and needs of the Child(ren) without the involvement of the court, but only an Agreement approved by the court is legally enforceable.
2. Formal modification: Only the adoptive parent(s), or child(ren) 12 years or older, can request the court which finalized the adoption to formally modify this Agreement. Changes to this Agreement by the court would be enforceable. Before the court may enter an order modifying this Agreement, it must find by clear and convincing evidence that modification serves the needs, welfare and best interest of the Child(ren).
3. Mediation: Parties can also use a mediator to develop or modify this Agreement, but the changes would need to be approved by the court that finalized the adoption to be enforceable.

C. Discontinuance of this Agreement:

Discontinuance is governed by Act 101 of 2010, Section 2739.

1. A party to this Agreement or a child that is 12 years of age or older may seek to discontinue this Agreement by filing an action in the court that finalized the adoption.
2. Before the court may enter an order discontinuing this Agreement, it must find by clear and convincing evidence that discontinuance serves the needs, welfare, and best interest of the Child(ren).

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties acknowledge and agree that this Agreement shall be construed in accordance with Act 101 of 2010, 23 Pa. C.S. §2731-2742.

VI. COSTS AND ATTORNEY FEES

If the court finds that an action brought to modify, enforce or discontinue this Agreement was wholly insubstantial, frivolous or not advanced in good faith, the court may award attorneys fees and costs to the prevailing parties pursuant to Act 101 of 2010, Section 2742.

CONSENT OF CHILD(REN) AGE 12 YEARS OR OLDER

The subject child, age 12 years or older at the time this Agreement is executed, herein consents to this Agreement for ongoing contact and communication.

Name NOT APPLICABLE Signature _____ Date _____

ACKNOWLEDGMENT AND SIGNATURES

The parties to this Agreement acknowledge that each has had the right and opportunity to consult with his/her own legal counsel before entering into this Agreement.

Each of the parties to this Agreement intend for it to be presented to the Court having jurisdiction in order to obtain court approval of this Agreement. The parties each waive notice of presentation to the Court for approval of this Agreement.

The parties to this Agreement acknowledge that this Agreement has been entered into knowingly and voluntarily by all parties, is not a product of coercion, fraud or duress, and intending to be legally bound hereby, sign below.

WITNESS:

Agreement to serve as Liason:

SIGNATURES:

_____ Date: _____
BIRTHMOTHER, Birthmother

_____ Date: _____
ADOPTIVE FATHER, Adoptive Father

_____ Date: _____
ADOPTIVE MOTHER, Adoptive Mother

_____ Date: _____
LIASON NAME, Liason

COUNTY OF _____)

COMMONWEALTH OF PENNSYLVANIA)

AFFIDAVIT PURSUANT TO SECTION 2735 OF ACT 101 OF 2010

Before me, the undersigned authority, personally appeared BIRTHMOTHER,
having been duly sworn according to law, deposes and states that he/she entered into
this Agreement knowingly and voluntarily, and he/she was not under the influence of
any coercion, fraud or duress.

Date: _____

Signed: _____
BIRTHMOTHER

Sworn to and subscribed before me,
a notary public, this ____ day of
_____, 2011.

Notary Public

(AFFIX STAMP OF NOTARY PUBLIC)

COUNTY OF _____)
COMMONWEALTH OF PENNSYLVANIA)

AFFIDAVIT PURSUANT TO SECTION 2735 OF ACT 101 OF 2010

Before me, the undersigned authority, personally appeared ADOPTIVE FATHER,
having been duly sworn according to law, deposes and states that he/she entered into
this Agreement knowingly and voluntarily, and he/she was not under the influence of
any coercion, fraud or duress.

Date: _____

Signed: _____
ADOPTIVE FATHER

Sworn to and subscribed before me,
a notary public, this _____ day of
_____, 2011.

Notary Public

(AFFIX STAMP OF NOTARY PUBLIC)

COUNTY OF _____)
COMMONWEALTH OF PENNSYLVANIA)

AFFIDAVIT PURSUANT TO SECTION 2735 OF ACT 101 OF 2010

Before me, the undersigned authority, personally appeared ADOPTIVE MOTHER, having been duly sworn according to law, deposes and states that he/she entered into this Agreement knowingly and voluntarily, and he/she was not under the influence of any coercion, fraud or duress.

Date: _____

Signed: _____
ADOPTIVE MOTHER

Sworn to and subscribed before me,
a notary public, this _____ day of
_____, 2011.

Notary Public

(AFFIX STAMP OF NOTARY PUBLIC)

