

Appendix C

Instructions for completion of agreement

Parties:

The subject child(ren) is the individual(s) ages 18 and younger who is/are being adopted and for whom this agreement pertains.

Birth relative is a parent, grandparent, stepparent, sibling, uncle or aunt of the child's birth family, whether the relationship is by blood, marriage, or adoption that engages in this agreement.

Adoptive Parent(s): is the Adult(s) intending to adopt the subject child(ren) that engages in this agreement.

Purpose:

The purpose statements of this agreement should be discussed to ensure each party understands and is comfortable with the statements.

Contact:

This section summarizes the details of each type of communication between the parties. The following details should be addressed: participants, types of contact, frequency, duration, location, and conditions.

Participants identify who is to participant in the contact.

Types of contact may include but is not limited to the following:

- Mail/Letters
- Exchange of photographs or videos
- Gifts
- Telephone contact
- Electronic Communication
- Supervised and/or unsupervised Visits
- Other contact

Frequency specifies how often or when this contact will occur. It may also specify if this contact may increase or decrease over time. Informal agreements to change frequency, especially as the child ages, are appropriate but not enforceable unless changed by the court.

Duration specifies how long each direct contact (if applicable) will last. Informal agreements to change duration, especially as the child ages, are appropriate but not enforceable unless changed by the court.

Location specifies the exact location of where the direct contact (if applicable) will take place. Locations can be identified as an individual's residence, a public place, an agency.

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Conditions may include preconditions for contact. Not all agreements will need conditions specified. Such conditions may include, but are not limited to the following:

- Confirmation of plan to participate prior to visit going forward. For example, this could be requiring a birth relative to call first or arrive first at a designated location before transporting a child.
 - Evidence of sobriety
 - Evidence of intent to follow through with each episode of contact.
- Requirements for consistent contacts.

Additional information specifies other details or parameters of contact. Not all agreements will need such details or parameters specified. Additional information may include, but is not limited to the following:

- The identification of additional individuals who may participate in the contact.
- Identification of the participant who is to initiate each contact.
- Identification of a one way contact.
- The name of the responsible individual(s) or agency to supervise a visit.
- The level of supervision a contact will require.
- The name of the individual(s) responsible to view and/or approve a letter or electronic forms of communication.
- The details for use of an intermediary to facilitate contact, such as a relative, friend, P.O. Box or agency.
- Identifies fiscal considerations related to contact and the responsible parties. Examples may include rental of post office boxes, cost of drug tests, transportation costs, long distance telephone fees, supervision fees.

Name identifies the person who has some responsibility for facilitating the contact. At a minimum, the birth relative(s) and the adoptive parent(s) should be identified here.

Contact information identifies how the parties in the case can communicate with each other outside of planned contact or to confirm face to face contact, when applicable. Parties to the case will need to agree to update this information as needed, as long as the agreement is in effect.

Parties to the Agreement: This section is reserved for each party to the agreement to affirm the following:

That they entered into the agreement knowingly and voluntarily;
That the agreement is not a product of coercion, fraud or duress; and
That the agreement is intended to be legally binding.

Name of party: (see previous description)

Signature: Each party must sign the agreement. Signature constitutes agreement with the plan and affirms the above statements.

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Date: The date the party signs the agreement.

Name of Attorney (when applicable) identifies the attorney who is representing the party at the time of signature.

Signature (of attorney) (when applicable): Attorneys may sign the agreement, but are not required to sign.

Date: The date the attorney signs the agreement.