

COMMONWEALTH OF

SS

Probate and Family Court Dept.
Docket No.

Adoption Re: | – [last name omitted to preserve confidentiality]

BIRTHMOTHER'S POST ADOPTION COMMUNICATION AGREEMENT

We – and – (hereinafter the “adoptive parents”), and -- (hereinafter “the birthmother”) agree to the following terms for post-adoption communication between our families regarding -- (DOB:) (hereinafter “the child”) [last names omitted to preserve confidentiality]:

We have all read and hereby represent that we understand Chapter 210, Section 6 of the General Laws regarding post-adoption communication agreements. This agreement is entered into pursuant to the provisions of section 6C of chapter 210 of the General Laws;

We hereby agree and acknowledge that the following agreement is in the best interests of the child:

We feel that the terms are fair and reasonable;

This agreement has been entered into knowingly and voluntarily by all parties to the agreement and that this agreement is not the product of coercion or duress;

We understand that this agreement will be filed with the court and that the court will be asked to enter a separate decree confirming the terms of this understanding;

We understand that the court may hear testimony from the parties to the agreement;

Any breach, modification or invalidation of the agreement or any part of it shall not affect the validity of the adoption. The adoption shall be final.

The parties hereby acknowledge that either the birthmother or adoptive parents who have entered into the agreement have the right to seek enforcement as set forth in section 6D of chapter 210 of the General Laws;

The parties have not relied on any representations other than those contained in this agreement;

This agreement for post-adoption contact and/or communication shall be approved by the court prior to the date for entry of the adoption decree and it will be incorporated but not merged into the adoption decree, and shall survive as an independent contract;

An agreement for post adoption contact or communication shall cease to be enforceable on the date the adopted person turns 18 years of age;

The entirety of the statute is appended to this agreement and is incorporated by reference.

TERMS

Photographs and Narrative Updates: The adoptive family shall provide high quality photographs and a narrative update to the birthmother by using www.ChildConnect.com (or other online system that should later be chosen by mutual decision between the biological mother and adoptive family), four times per year (sometime in the months of December, March, June and September) until the child reaches the age of eighteen years or until the child is emancipated. The adoptive family will assume the cost of an 18-year contract and register for this online service; the birthmother assumes no cost for this process.

Each update shall include a minimum of 6 high quality photographs and the approximate date each photograph was taken shall be indicated.

Each narrative should be a minimum of 150-200 words in length and include the following information at a minimum: height and weight, current physical and mental health (i.e. results of latest medical appointments, check-ups, etc.), developmental milestones (i.e. crawling, walking, potty training, etc.), eating habits (likes/dislikes), and general interests (hobbies, sports, school accomplishments, recent vacations, etc.).

Should the adoptive parents ever divorce or separate, the adoptive parents shall individually provide their own photo and narrative updates to the birthmother through www.childconnect.com, so that it is not left to one of the adoptive parents to provide all the updates, and so that the birthmother can get a well-rounded picture of how the child is doing with each parent.

Should the adoptive parents ever divorce or separate, each adoptive parent shall each individually remain in contact with the biological mother consistent with this agreement.

The birthmother agrees not to directly or indirectly disseminate any photographs, narratives or videos to other people, the media or via the internet (ex. Facebook), via email or via any electronic means other than to immediate family or close friends. This is not intended to restrict the birthmother from sharing photographs with people close to her, but is intended to avoid scenarios where the child's image is posted on widely accessible mass media. The idea is that the child may want control over her own image and with whom it is shared; until she can form her own wishes in this regard a conservative approach is agreed to by both the birthmother and adoptive parents.

Photos and narratives will be forwarded by the adoptive parents to the biological mother using www.childconnect.com or other online system that should later be chosen by mutual decision between the biological mother and adoptive family.

The birthmother may send narratives and photographs, directed to the child and adoptive family, through www.childconnect.com (or other online system that should later be chosen by mutual decision between the biological mother and adoptive family). Such narratives and photographs shall be subject to the adoptive parents' review to determine whether it is in the child's best interests.

Timeliness Of Updates: The adoptive family shall be timely in sending their updates to www.childconnect.com or other online system that should later be chosen by mutual decision between the biological mother and adoptive family.

In-Person Visits: The birthmother may request and have up to three in-person visits per year with the child and adoptive parents up until the child's 18th birthday or until the child is emancipated. The in-person visits shall occur in _____ (or a location of mutual agreement). The birthmother will initiate communication regarding the visitation and both families will mutually agree to dates, times, places and other logistics. Any and all scheduled contacts shall take into consideration the child's school, social, and vacation schedule. Consideration should also be taken into account for the birth and adoptive parents' respective personal and vacation schedules when addressing convenient dates and times of visitation. In the event that a scheduled contact is cancelled by either party due to illness, emergency or unforeseen circumstances, it shall be rescheduled at the convenience of both parties.

The birthmother understands that although the statute envisions an agreement between solely the birthmother and the adoptive parents, the adoptive parents anticipate welcoming the grandmother and the birthmother's _____ older children to the same visits so long as such visits are consistent with the requests of the birthmother and are deemed by the adoptive parents to be in the best interests of the child.

No other individual (other than the birthmother's mother and the child's biological siblings) may accompany her on any scheduled contact with the minor child unless previously agreed to by the adoptive parents. The adoptive parent(s) shall have the right to determine or restrict who and how many persons shall be able to come to such visits so as not to cause confusion for the child, and also to be mindful of the child's best interests.

The birthmother shall not initiate or respond to contact with the minor child directly or indirectly at school, home or other location, nor shall she call the minor child on the telephone directly or indirectly.

Birth and adoptive families will bear their own costs for in-person visits and it is understood that the Massachusetts adoption regulations and sound adoption practices

forbid the adoptive family from ever paying for any expenses for the birth family related to post-placement visits.

If for any reason the adoptive parents separate, there will be an effort made to have the visits together if at all possible; if not, the visits will be in a mutually chosen place and date, with times being on one date.

Conversation by birthmother and adoptive parents during a visit or other contact shall be appropriate to the developmental age of the child. Communications by and about the parties shall be positive in nature and will support caring feelings for all. The birthmother and adoptive parents must be free from any impairment due to medications, drugs and/or alcohol for the duration of each and every in-person visit. At all times it shall be the responsibility of the adoptive parents to make decisions in the best interests of the child, including conditions involving any in-person visitation.

With regard to the visits, it is understood that the birthmother may relocate, for work, education or other reasons, in the years to come. Likewise the adoptive parents may relocate for work, education or other reasons. The respective families will make every effort to make visits as convenient and easy for both parties as possible.

At no time may the adoptive parents give anything to the birthmother, including any costs for travel, presents (large or small) or other assistance, and shall not bear any costs whatsoever of the birth family. It is understood that any such simple kindness would violate regulations governing this agreement related to adoption even after the adoption is finalized. The parties agree to honor this and take this seriously even though there would be no direct social work or court supervision in years to come. This clause shall not be construed to prevent the child from making and giving homemade arts and crafts to the birthmother, should the child wish to do so.

Conditions of Visits: The birthmother recognizes that the visits would be for mutual benefit of child and birthmother and should be of such frequency, duration, and structure as the parties agree is in the best interests of the child under the adoptive parents' overall supervision in light of child's age and maturity, as to enable the birthmother and child to meaningfully refresh acquaintance without disrupting the parent-child relationship between the adoptive parents and the child.

The adoptive parents have the discretion to terminate a visit if they have a reasonable belief the other party may be under the influence of drugs or alcohol or are in any way acting in an unsafe manner.

The adoptive parents and child are not under an obligation to conduct said visits in the event the birthmother is in any setting in which she is not able to move about freely (e.g. incarcerated, hospital or rehabilitation center). The only people allowed to be at any visits are the birthmother, the birthmother's mother, the adopted child's biological siblings, adoptive mother, adoptive father and the adopted child unless there is prior agreement in writing to include others. The visit will not take place if any of the parties

brings any other person to the visit with them without prior written consent of the adoptive parents.

If the birthmother would like to include any other child or adult in the visit, she will request this in writing (email is fine) at least two months prior to the visit. She should verify that the email has been received and acknowledged by the adoptive parents. The adoptive parents will reply, in writing (email is fine), no later than one week before the visit. The adoptive parents should make every reasonable effort to verify that the email has been received and acknowledged by the birthmother. Any other person who the birthmother would seek to include will be required to read this full communication agreement and will agree, in writing, to the values and terms in this agreement. The adoptive family will be provided with identifying and contact information re: the person, be given a chance to ask questions and approve or decline the request. All participants present at a visit are expected to focus on the best interests of the child.

Spirit of the Communications: The biological mother agrees that she will use language and behave in ways consistent with supporting the parent/child relationship between the child and the child's adoptive parents. There will be no communications suggesting that the child would ever live with the biological mother or extended family, that she's the child's 'real' mother or any other communication that would tend to undercut the authority or authentic role of the adoptive family as parents of the child. Likewise the adoptive parents agree to use language and behave in ways consistent with being honest with the child about the true role/identity of the child's birthmother and supportive of a warm connection with the child's birth mother, so long as this is, in the adoptive parents' opinion, in the best interests of the child. All parties will call the child by the child's adoptive name (or nickname if the adoptive family uses one) and will not confuse the child by using any other names or names that might have been originally in use by the biological mother.

Child's Sense of Privacy: The parties envision that, although they now plan to enjoy photos, conversations and visits of/with the child at some future point, the child (particularly in the teen years) may wish for greater privacy and self-determination. Both the birth and adoptive parents will make every effort to continue taking and providing photos and having conversations and in-person visits as delineated in this agreement. However, to support the comfort level and best interests of the child, both parties will also make every effort to honor the child/adolescent's feelings about privacy. The parties will take the child's feelings and needs into account with respect to the occurrence or frequency of photos and in-person visits.

Other Provisions: Should there be any significant change in the child's health or should there be a death of one or more of the adoptive parents, the adoptive parents agree to notify in writing the birthmother through both www.childconnect.com or other mutually agreed upon system and also notify _____ in writing. If the adoptive parent(s) do not notify the birthmother through www.childconnect.com and the agency of a significant change in the adoptive family, but which the agency becomes aware (e.g. through news articles or obituaries), it is understood that the signing of this agreement

shall be treated as the equivalent of a release of information allowing _____ to inform the biological mother.

In the event of a death of one of the adoptive parents, the surviving adoptive parent shall bear the responsibility of performing the terms of this agreement. This shall not be construed to mean that legal custody of the child would at any point revert to the birthmother. Please initial here:

_____ AM _____ AF

If the biological mother does not notify the adoptive parents through www.childconnect.com and the agency of a significant change in the birth family, or if the biological mother passes away, but which the agency becomes aware (e.g. through news articles or obituaries), it is understood that the signing of this agreement shall be treated as the equivalent of a release of information allowing _____ to inform the adoptive parents. Please initial here:

_____ AM _____ AF

The adoptive parents agree to detail, completely, the communication agreement terms with any persons whom they nominate to be substitute caretakers should they die or become incapacitated or with any transfer of custody. Further, they agree to make known and available the complete terms of this agreement and the expectation that it will be followed to anyone who might be involved in decision-making regarding the child in the event of death or incapacity of both adoptive parents.

The birthmother also agrees to provide to the adoptive parents and child through both www.childconnect.com and _____ additional health information for any biological member of the birthmother’s family, particularly any information concerning her and/or any other biological children, as this may or may not be relevant to the child’s health in the future;

Should either the birthmother or the adoptive family wish to communicate by other than the above (e.g. email), any request for other communication shall be made through both www.childconnect.com and _____

The birthmother and adoptive parents shall, at all times, notify each other directly through www.childconnect.com and _____ of any changes in address or change in phone number, email address, or other contact information that they wish to share.

Jurisdiction: This agreement is being prepared with the understanding that the parties intend to honor the agreement and request that any court of subsequent jurisdiction honor this agreement. The parties envision that, in years to come, the child may not reside in _____ and, therefore, there may not be jurisdiction within _____ to enforce the agreement; furthermore that many, if not most, states do not have a similar statutory scheme and courts in another state will not be compelled to enforce this since they would not be applying their state law. Having acknowledged this,

the parties wish for this agreement to be made into a court order and for this court order to be given full faith and credit in any state or country that should later have jurisdiction over the welfare of the child who is the subject of the adoption.

Conclusion: The parties look forward to developing a relationship that will give the child all the love, support, and information the child needs to become a happy and healthy adult.

Signatures are completed separately on the following pages:

**ADOPTIVE MOTHER'S SIGNATURE TO
POST PLACEMENT COMMUNICATIONS AGREEMENT:**

Signed:

Date

On this ____ day of _____, 20__ before me, the undersigned notary public, personally appeared _____ whose identity was proved to me on the basis of satisfactory evidence of identification, which was _____ *[type of identification]* to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that she executed this voluntarily as her free act and deed with full understanding of its contents and meaning, for its stated purpose.

DATE: _____, 20__
COMMONWEALTH OF ;
COUNTY OF: _____

Notary Public
My Commission Expires: _____

**ADOPTIVE FATHER'S SIGNATURE TO
POST PLACEMENT COMMUNICATIONS AGREEMENT:**

Signed:

Date

On this ____ day of _____, 20__ before me, the undersigned notary public, personally appeared _____ whose identity was proved to me on the basis of satisfactory evidence of identification, which was _____ *[type of identification]* to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he executed this voluntarily as his free act and deed with full understanding of its contents and meaning, for its stated purpose.

DATE: _____, 20__

COMMONWEALTH OF _____

COUNTY OF: _____

Notary Public

My Commission Expires: _____

**AGENCY DIRECTOR'S SIGNATURE TO
POST PLACEMENT COMMUNICATIONS AGREEMENT:**

Signed:

Date

On this _____ day of _____, 20____ before me, the undersigned notary public, personally appeared _____ whose identity was proved to me on the basis of satisfactory evidence of identification, which was personal knowledge [*type of identification*] to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that she executed this voluntarily as her free act and deed with full understanding of its contents and meaning, for its stated purpose.

DATE: _____, 20____
COMMONWEALTH OF _____
COUNTY OF: HAMPSHIRE

Notary Public
My Commission Expires: