**ENFORCEABLE CONTRACT FOR POST-ADOPTION CONTACT**

**Parties & Purpose**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, prospective adoptive parents (Adoptive Parents), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (birth parent(s)) (and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (child), If 14 years of age or older) enter into this contract for post-adoption communication and contact regarding \_\_\_\_\_\_\_\_\_\_\_\_ (child), date of birth, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties execute this document for the purpose of creating a legally enforceable contract pursuant to T.C.A. § 36-1-145. This contract becomes effective upon finalization of the uncontested adoption of the child and shall remain in effect until the child reaches eighteen (18) years of age.

**After the entry of an order of adoption, an adoption cannot be set aside due to the failure of an adoptive parent, a biological parent, or the child to follow the terms of this contract or a later change to this contract; and**

**A disagreement between the parties or litigation brought to enforce or modify this contract shall not affect the validity of the adoption and cannot serve as a basis for orders affecting the custody of the child.**

The goal of termination of parental rights and adoption is to end a child’s legal relationship with his or her birth parents and create a new legal and emotional parent/child relationship with adoptive parents. This contract does not and is not intended to weaken or undermine that fundamental goal. The consideration offered by all parties to this agreement is the hope and expectation that this contract will further the best interest of the child.

**Contact Method**

All adult parties shall keep the others apprised of a valid method of contact at all times and until the adopted child is 18 years old. Such method may be by telephone, electronic communication or by U.S. postal address, but the method must be effective to reach the party in a timely way. Any photos, information or notices described in this agreement shall be sent via the current contact method provided by each party unless otherwise specified in this agreement or unless an updated contact method is provided.

The initial or current methods of contact are as follows:

Adoptive Parents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Parent(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the adoptive parents are without a valid method to contact the birth parent for over two years, this contract for Post Adoption Contact shall be void, and the adoptive parents shall have no further obligation under this contract.

When the adoptive parents are without a valid contact method but continue to have a contact obligation under this agreement, such photos and letters shall be sent to the birth parent’s counsel or another designated third party. If no counsel is engaged and no third party is designated by the birth parent(s), such contact agreed to shall be prepared and held by the adoptive parents until a method of contact is obtained or until the contact obligation expires, whichever occurs first. If the birth parent cures the loss of contact before the two years without contact passes, all contact accumulated due during the time of absence shall be promptly provided to the birth parent.

Designation of Birth Parent’s Counsel’s or Third Party with Name and designated method of contact:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Contact Agreed Upon**

The adoptive parents agree to no less than the following contact with the birth parent(s):

**(Sample)**

* The birth parent(s) may send age appropriate cards and gifts to the child from time to time on customary card or gift exchange holidays.
* Adoptive parents will send current pictures and a letter regarding the child’s milestones, progress and well-being to the birth parent(s) no less than twice per year, in the months of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Adoptive parents and the child will meet with the birth parent(s) no less than one time per year in the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each meeting will be arranged at least a month in advance, upon the request of the birth parent(s). Travel expenses will be borne by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All in-person contact with the child shall occur in the presence of the adoptive parents and with no third parties present, unless all parties agree otherwise in advance. Any party may include a therapeutic professional at their own expense.

**Expectations for Contact with the Child**

Such contact shall continue as long as the parties maintain the following conditions:

* The birth parent(s) will conduct themselves in a manner that is supportive of the adoptive parents’ role and is not distressing to the child.
* Parties will refer to one another positively and respectfully in front of the child or in correspondence with the child.
* The birth parent will refer to the child in the child’s presence or in communication with the child using only the name selected by the adoptive parents unless all parties agree otherwise in advance.
* The adoptive parents will designate what the child will call them and all birth and adoptive relatives of the child, and the birth parent will refer to themselves and others in the child’s presence, or in communications with the child, using only the names designated by the adoptive parents unless all parties agree otherwise in advance.
* The adoptive parents will decide when and how to tell the child the story of the child’s adoption. The story will not be told only once and will include more detail as the child ages. The birth parent may answer the child’s questions about the adoption story but shall not reveal significant facts or details before the adoptive parents have judged the child ready to hear more than they have disclosed. The adults shall cooperate to accomplish the adoptive parents pacing for revelation of information.
* The birth parent(s) will be sober and not under the influence of drugs or alcohol in the child’s presence and when on the telephone or otherwise in direct communication with the child.
* The birth parent(s) may only bring another person to visit with the child if all parties agree in advance. If two birth parents choose to visit together, that constitutes a visit for each parent.
* The birth parent(s) will attend all appointments made with the child, whether in person, by telephone or virtual contact, and will not stand the child up.
* Neither the birth parent(s) nor anyone on his/her behalf will contact the child directly, while the child is a minor. Contact includes contact on social media, by telephone, letter, through a third party, in-person and by any other means.
* Any photos and reports are for the birth parent’s exclusive use, and shall be kept confidential for so long as the child is a minor to protect the child’s privacy.

The pictures and information in the updates shall further remain confidential after the child is an adult, unless the child provides his/her consent to further distribution.

* The birth parent(s) will not email, text, mail, transmit, post on social media or on any platform, photographs of the child or the adoptive family, or information about the child or adoptive family on social media or on the internet or any other public or semi-public platform, or to any third party without the advance written permission of the adoptive parents.
* Without advanced cancellation, the birth parent(s) understand that disappointing the child’s expectations for a scheduled contact is a significant breach of this contract.
* The birth parent will promptly advise the adoptive family if he/she is no longer available for contact under this agreement or if circumstances have changed and such contact is not desired or not possible.
* Adoptive parents will promptly advise the birth parent of significant changes or developments in the child’s health and any circumstance that renders contact agreed to under this contract impossible or in need of modification.

The material breach of any of these expectations shall be cause to stop or limit contact at the adoptive parents’ discretion.

**Medical Information**

The birth parent(s) agree to inform the adoptive parents of any changes and/or developments of personal or family medical information or health events relating to the birth parent and his/her extended family that could be medically important to the child. The birth parent will welcome health and background inquiries as useful for the child’s medical care, psychological care, and/or education.

**Child’s Preferences**

All parties agree that as the child becomes old enough to have opinions regarding the nature of contact with his or her birth parents, the parties will discuss modifications to this contract in light of the child’s expressed desires. If the child has a counselor, the counselor will also be invited to participate in these discussions.

When the child becomes fourteen (14) years of age, the child may terminate all or part of this agreement for any or no reason.

**Authority to End the Agreement**

All parties agree that the adoptive parents are empowered to make life decisions to support their child’s best interest. At this time, the adoptive parents believe that this contract supports the child’s best interest. However, if circumstances change and that is no longer the case, the adoptive parents may alter or end the contact agreed upon herein in order to protect the interests of the child. This step will not be taken without advanced notice, and explanation to the birth parents, and any alteration shall be limited to the least drastic action to protect the child’s best interest.

**Enforcement**

It is the intention of all parties to this contract that it shall be legally enforceable pursuant to T.C.A. 36-1-145.

**Applicable Law**

Each party has read this contract and there are no “side agreements” not contained in this written contract.

It is all parties’ intention that this contract be governed by the laws of the State of Tennessee.

This document is executed by the above named parties this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoptive Parent Birth Mother

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoptive Parent Birth Father

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child (if 14 or older)