Note to non-lawyers: These forms are offered as examples for lawyers. Consult a qualified lawyer to help you protect any legal rights that you consider to be important. While the courts are open to people without lawyers, it is extremely unwise for people to try to represent themselves in an adoption, even with a book and forms. Your author does not say this to protect lawyers but to protect the security of children and families. Please, don’t try it.

Lawyers: T.C.A. § 36-1-145(e) requires the inclusion of the two paragraphs in bold and specifies 14pt type. This form is designed to create a legally enforceable agreement.

This example agreement is prepared assuming two adoptive parents, one birth parent, and a child under the age of 14. Children 14 and older must be parties to the agreement also. Note that a legally enforceable PAC Agreement (PACA) is only available to birth parents, and not to other birth relatives. Other relatives may request a moral agreement or may have contact as 3rd party beneficiaries of a contract entered into and enforced by a birth parent.

**POST ADOPTION CONTACT AGREEMENT**

**LEGALLY ENFORCEABLE**

**Parties & Purpose**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, prospective adoptive parent(s), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, birth parent, enter into this agreement for post-adoption communication and contact regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (child), date of birth, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The parties execute this document to create a legally enforceable agreement pursuant to T.C.A. § 36-1-145. This agreement 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 parent and to create a new legal and emotional parent/child relationship with adoptive parents. This agreement 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 agreement 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 child is 18 years old. Such a 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 manner. The parties will include their present, preferred method of contact below their signature on this agreement. Any photos, gifts, information, or notices described in this agreement shall be sent via the contact method provided by each party as identified in this agreement unless an updated contact method is provided.

If the adoptive parents are without a valid method to contact the birth parent for over two years, the adoptive parents are not required to search for the birth parent and shall have no further obligation under this agreement.

**Contact Agreed Upon**

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

**Sample Provisions Letters and Pictures**

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

Any photos and reports are for the birth parent’s exclusive use, and shall not be posted on social media or otherwise shared without the adoptive parents’ advanced, written permission, for so long as the child is a minor. The pictures and information in the updates shall remain confidential after the child is an adult unless the child provides his/her consent to further distribution.

Neither the birth parent nor anyone on his/her behalf will contact the child directly while the child is a minor, without the adoptive parents’ knowledge and advanced, written permission. Contact includes contact on social media, by telephone, by letter, through a third party, in person, and by any other means. Contact between the birth parent and child, without the knowledge of the adoptive parents, is a material breach of this agreement.

**Sample ProvisionsIn-Person Contact**

The adoptive parents and the child will meet with the birth parent 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. Each party will pay their own travel expenses.

**Expectations for Direct Contact with the Child**

In-person contact shall continue as long as the parties maintain the following conditions:

* The birth parent will be supportive of the adoptive parents’ role and will not distress the child.
* Parties will refer to one another positively and respectfully in front of the child and correspondence with the child. All parties will use the names for one another that are used in the adoptive home including referring to the child by his or her adoptive name.
* All in-person contact between the birth parent and child shall occur in the presence of the adoptive parents and with no other parties present unless all parties agree otherwise in advance.
* Any party may include a licensed psychological professional at an in-person meeting at their own expense, provided that reasonable notice, including the name, professional license, and anticipated role of the professional, is given to the other party in advance.
* The adoptive parents will decide when and how to tell the child the story of the child’s adoption. The adults will cooperate to accomplish the adoptive parents’ pacing for the revelation of adoption information.
* The birth parent will attend all appointments made with the child, whether in-person, by telephone, or virtual contact, and will not stand the child up.
* The birth parent will not be 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.

A birth parent’s material breach of this agreement, including failure to meet these basic expectations, shall cause to stop or limit in-person contact in the future at the adoptive parents’ discretion.

**Medical Information and Significant Changes in Circumstances**

The birth parent agrees to inform the adoptive parents of any changes and/or developments in personal or family medical information and of health events relating to the birth parent and his/her extended family that may be medically important to the child. The birth parent will respond to health and background inquiries as needed to support the child’s medical care, psychological care, and education.

The 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 agreement impossible or in need of modification.

The birth parent will promptly advise the adoptive parents 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.

**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 may also be invited to participate in these discussions by any party.

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 the child’s best interest. At this time, the adoptive parents believe that this agreement 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 to protect the interest of the child. This step will not be taken without advanced notice and explanation to the birth parent, 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 agreement that it shall be legally enforceable pursuant to T.C.A. § 36-1-145.

All parties intend that this agreement be governed by the laws of the State of Tennessee.

Each party has read this agreement. Everything we have agreed to is written in this document. We have no “side agreements”.

This agreement is signed on \_\_\_\_\_\_\_\_\_\_\_\_\_ (Mo.), \_\_\_\_\_\_ (day), 20\_\_\_.

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

Birth Parent Signature

Birth Parent’s Preferred Method of Contact:

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

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

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

Adoptive Parent Signature

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

Adoptive Parent Signature

Adoptive Parents’Preferred Method of Contact:

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

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