

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

**COMMONWEALTH OF PENNSYLVANIA
VOLUNTARY POST-ADOPTION CONTACT AGREEMENT**

Adoptive Child(ren)'s Birth Name: _____

County: _____

Date: _____

Docket No.: _____

The following parties are knowingly entering into this voluntary post-adoption contact agreement regarding the following subject child(ren) who is/are being adopted hereinafter referred to as the "Child(ren)".

Subject Child(ren)'s Name (first, last)	Date of birth	Court Docket #

And the following parties:

Name (first, last)	Relationship to the child

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

PURPOSE

Pursuant to Act 101 of 2010, the parties hereto intend to enter into this voluntary Agreement for ongoing communication or contact between the adoptive parent(s) and the identified birth relative(s) and/or an adopted child(ren) and their identified birth relative(s), which:

- o Is in the best interest of the child(ren);
- o Recognizes the parties' interests and desires for ongoing communication or contact;
- o Is appropriate given the role of the parties in the child(ren)'s life;
- o Was entered into in anticipation of the finalization of the adoption;
- o Is not legally enforceable unless approved by the court; and
- o Cannot be grounds for setting aside an adoption decree due to any parties' failure to comply with its terms that are court approved.

The parties acknowledge that this agreement will not be in effect until the adoption is finalized. If the adoption with the undersigned pre-adoptive parent(s) does not occur, this agreement is void.

*The law on voluntary post-contact agreements: 23 Pa. C.S. §§2731 – 2742

CONTACT

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

Attach additional pages as needed.

Participants	Type of contact	Frequency/ Duration	Location	Conditions

Additional information:

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

APPENDIX B

VOLUNTARY POST-ADOPTION CONTACT AGREEMENT

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

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

Name	Contact information

*The parties agree to update contact information as needed.

The following individuals participated in the development of this agreement.

Name	Agency	Role

ENFORCEMENT, MODIFICATION, AND DISCONTINUANCE

The parties acknowledge and understand the following on how to enforce, modify or discontinue this Agreement:

Enforcement of this Agreement:

For this Agreement to be enforceable, it must be: in writing, approved by the court on or before the date for any 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.

- Before the court may enter an order enforcing this Agreement, it must find all of the following:
- The party seeking enforcement of this Agreement is in substantial compliance with the Agreement.
- By clear & convincing evidence, enforcement serves the needs, welfare and best interests of the child
- 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
- 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
- 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
- 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 & may not request monetary damages or modification of this Agreement
- Pursuant to Section 2738(f) of Act 101 of 2010, the above listed methods of enforcement are the only remedy for enforcement of this Agreement.
- If you do not follow this agreement a court may order you to follow it. If you do not comply with an order of the court you may be found in contempt of court and the court may impose sanctions against you.

Modification of this Agreement:

- 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 authorized by the court is legally enforceable.
- Formal modification: Only the adoptive parent(s) or child(ren) over age 12 can request the court 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).
- Mediation: Parties can also use a mediator to develop or modify this Agreement at their own cost, but the changes would need to be approved by the court that finalized the adoption to be enforceable.

Discontinuance of this Agreement:

- 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
- 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).

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

- The law on voluntary post-contact agreements: 23 Pa. C.S. §§2731 – 2742

Costs:

- If the court finds that an action brought to modify, enforce or discontinue an agreement was wholly insubstantial, frivolous or not advanced in good faith, the court may award attorneys fees and costs to the prevailing parties.

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

CONSENT

The subject child, age 12 or older, herein consents to this agreement for ongoing contact and communication.

Name _____ Signature _____ Date _____

PARTIES TO THE 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. Signature constitutes agreement.

Name	Signature	Date

Adoptive Child(ren)'s Birth Name: _____

Docket No. _____

AFFIDAVIT PURSUANT TO SECTION 2735 OF ACT 101 OF 2010

Before me, the undersigned authority, personally appeared _____, 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: _____

Sworn and subscribed before me this _____ day of _____, 20__.

Notary Public Signature

(AFFIX STAMP OF NOTARY PUBLIC)