

Post-Adoption Contact and Communication Agreement

This agreement is made between _____, & _____ the birth mother/father
Birth Parent Birth Parent
of _____, born _____, and _____, & _____, the
Child Date of Birth Adoptive Parent Adoptive Parent
prospective adoptive parent(s).

Birth Parent(s):

I/We understand that at any time before the transfer of legal custody of above named child for adoption and/or a pre-adoptive placement, I/We may enter into a written post-adoption contact and communication agreement in accordance with the provisions of Sections 16.1-283.1 and 63.2-1228.1 of the *Code of Virginia*.

I/We understand that the termination of my/our parental rights and adoption of the above name child is irrevocable even if the adoptive parent(s) do not abide by the post adoption contact and communication agreement.

I/We understand that I am not required to enter into a post-adoption contact and communication agreement.

I/We understand that the agency giving consent to the adoption and the child's guardian ad litem must recommend that the post-adoption contact and communication agreement be approved as being in the best interests of the child. If there is no agency giving consent to the adoption then the agency that prepared the adoption report has been informed of the post-adoption contact and communication agreement and has recommended in the agency's report to the circuit court that the post-adoption and contact and communication agreement be approved.

I/We, as the birth parent(s), consent to this post-adoption contact and communication agreement.

Prospective Adoptive Parent(s):

I/We acknowledge that a post-adoption contact and communication agreement is not required to be entered into for the finalization of the adoption of the above child.

I/We acknowledge that the post-adoption contact and communication agreement grants the birth parent(s) the right to seek the enforcement of the post-adoption contact and communication agreement provisions set forth in this agreement by the court of jurisdiction.

I/We acknowledge as petitioner(s) for adoption, if this agreement is agreed upon, it is required to be submitted with the other documents presented to the circuit court where the adoption petition is filed.

I/We as adoptive parent(s) consent to this post-adoption contact and communication agreement.

I/We acknowledge that the agency giving consent to the adoption and the child's guardian ad litem must recommend that the post-adoption contact and communication agreement be approved as being in the best interests of the child. If there is no agency giving consent to the adoption, then the agency that prepared the adoption report has been informed of the post-adoption contact and communication agreement and has recommended in the agency's report to the circuit court that the post-adoption and contact and communication agreement be approved.

Contact Type:

Frequency

Communication Type:

Modification:

The post-adoption contact and communication agreement may be modified by either the birth parent(s) or adoptive parent(s) by filing a petition with the circuit court of the jurisdiction in which the final order of adoption was entered.

In order to have the agreement modified, either the birth parent(s) or adoptive parent(s) who is filing for the modification must establish that there has been a change of circumstances and the current agreement is no longer in the child's best interest.

No modification will affect the irrevocability of the adoption.

The circuit court, when requested to modify the agreement, may appoint a guardian ad litem to represent the child's best interests.

Enforcement:

The agreement is enforced by the designated circuit court. A petition must be filed with the circuit court of jurisdiction to enforce the compliance of the agreement. Either the birth parent(s) or adoptive parent(s) may file a petition with the circuit court of jurisdiction. The circuit court may appoint a guardian ad litem when the court receives a petition for compliance with the agreement. The circuit court may not award monetary damages. The circuit court may use other measure such as being in contempt of court to enforce the agreement.

Provisions:

Failure to enter into a post-adoption contact and communication agreement with the identified adoptive parents after authority to consent to the child’s adoption is granted to a local board of social services or child-placing agency, or failure to comply with a post-adoption contact and communication agreement, will not affect 1) the consent adoption, 2) the voluntary relinquishment of parental rights, 3) the voluntary or involuntary termination of parental rights, or 4) the finality of the adoption.

The _____ is not a party to this post-adoption contact and communication agreement and has no responsibility for enforcement of it.
Child-Placing Agency

_____, _____, and _____,
Birth Parent Birth Parent Adoptive Parent Adoptive Parent

agree to honor the spirit, intent, and terms of this agreement. By signing this agreement, I/We agree to the terms of the agreement by affirmation of my/our signature and the date:

Birth Parent

Date

Birth Parent

Date

Adoptive Parent

Date

Adoptive Parent

Date

Child:

I _____, being 14 years of age or older, consent to this post-adoption contact and
 Child's Name
communication agreement.

Child (Age 14 or older)

Date

The following have seen and approved the agreement as being in the best interest of the child and recommend its approval:

Child-Placing Agency /Name and Title

Date

Guardian ad litem

Date