



Adoption Services and Responsibility Agreement

This Agreement is between Bright Futures Adoption Center, a program of Robert F. Kennedy Children's Action Corps, Inc., a Massachusetts charitable corporation located at 11 Beacon Street, Suite 200, Boston, MA 02108 ("Bright Futures") and the adoptive parent(s) listed below (the "Adoptive Parent(s)"):

Please Print Name(s) of Adoptive Parent(s)

Please Print Address of Adoptive Parent(s)

Adoption Services

The Adoptive Parent(s) wish to obtain from Bright Futures, and Bright Futures shall provide, the adoption services specified below and described in more detail on the Schedule of Fees and Services attached to this Agreement and included as a part of this Agreement (all services checked will be referred to collectively as the "Services"):

- Home Study
- Home Study Update
- Interstate Compact Compliance
- Post Placement Supervision
- Post Placement Parenting Group
- Legal Finalization

In exchange for the Services, the Adoptive Parents agree to pay to Bright Futures the amount for the Services indicated in the Schedule of Fees and Services. Payment for all Services shall be made by the Adoptive Parent(s) as indicated in the Schedule of Fees and Services. The Adoptive Parent(s) understand and agree that fees paid to Bright Futures are NONREFUNDABLE. Periodically, Bright Futures modifies its Schedule of Fees and Services. Fees due in accordance with this Agreement shall be those indicated on the Schedule of Fees and Services in effect at the time of payment for the Services.

The Adoptive Parent(s) understand and agree that this is not an agreement for the assignment or placement of a child and that assignment or placement of a child will be covered by a direct agreement between the Adoptive Parent(s) and their child-placing

**5 Broadview Street, Acton, MA 01720, 978-263-5400 (phone),
978-266-1909 (fax), www.bright-futures.org, www.rfkchildren.org**



Bright Futures Adoption Center

agency. The Adoptive Parent(s) understand that fees related to the assignment or placement of a child, including placement fees, birth parent expenses and fees of other adoption professionals or out-of-state agencies, will be as indicated in the agreement with the child-placing agency.

Adoptive Parent Responsibilities

The Adoptive Parent(s) will deliver to Bright Futures all documentation and information requested by Bright Futures and will cooperate with Bright Futures to make the provision of Services as expeditious as possible.

The Adoptive Parent(s) acknowledge that prior to approval of their home study, they must participate in the then-current adoption education program for pre-adoptive parents offered by Bright Futures or an equivalent adoption education program approved by Bright Futures. All couples will be asked to participate in at least 2 two-hour trainings in addition to the home study visits. If the Adoptive Parent(s) are considering a transracial placement, additional training will be required.

The Adoptive Parent(s) will not pay money directly to any birth parent either during or after pregnancy for any reason. If a birth parent requires financial assistance of any sort, such financial assistance may be provided by the Adoptive Parent(s), as permitted by applicable law, through an escrow account maintained for that purpose by the child-placing agency.

The Adoptive Parent(s) agree to assume responsibility for the adoptive placement the Adoptive Parent(s) are pursuing and understand and agree that he/she/they are pursuing this adoption at their own risk. The Adoptive Parent(s) will not hold Bright Futures liable for any claims relating to the adoption that are not related to the Services actually provided by Bright Futures. In no event will Bright Futures be liable for any amount in excess of the amount paid by the Adoptive Parent(s) to Bright Futures.

Once a child is placed in the Adoptive Parent(s)' home for the purpose of adoption, the Adoptive Parent(s) agree to assume all financial responsibility for the child, including, but not limited to, medical expenses of the child (even if the child's condition was not present or diagnosed at the time of placement). In the unlikely event that the child must be removed from the Adoptive Parent(s)' home prior to legal finalization of the adoption, the Adoptive Parent(s) agree to assume the costs of the child's care until financial responsibility is assumed by other persons or another organization.

General Terms

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The Adoptive Parent(s) understand that adoption involves complex legal considerations and that, although Bright Futures' attorney is happy to provide legal services initiated at the Adoptive Parent(s)' request, such as legal finalization in Massachusetts, Bright Futures' attorney represents the interests of Bright Futures. In certain situations, the Adoptive Parent(s)' interest may differ from those of Bright Futures and the Adoptive Parent(s) may wish to retain separate legal counsel.

This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts and may not be transferred, assigned or modified by the Adoptive Parents unless agreed to in writing by Bright Futures.

I/We, the Adoptive Parent(s), have read, understand and agree to abide by the terms of this Agreement.

ADOPTIVE PARENT(S):

BRIGHT FUTURES ADOPTION CENTER,
A PROGRAM OF ROBERT F. KENNEDY
CHILDREN'S ACTION CORPS, INC.

Signature

Signature

Signature

Title

Date

Date

Schedule of Fees and Services

Set forth below is Bright Futures' Schedule of Fees and Services for services required to be performed in Massachusetts, including Bright Futures' payment and refund policies.

Initial Educational Consultation

\$250

The first step in becoming a client of Bright Futures is to participate in a two-hour educational consultation. During the consultation, we will talk with you about why you have decided to build your family through adoption, your specific needs, desires and concerns about adoption, and what type of adoption is right for you. We will also explain the services offered by Bright Futures, our policies and procedures and how you can begin networking to find a pregnant woman/couple. In order to make the consultation as productive as possible, Bright Futures requests that all adopting parents complete Bright Futures' Adoptive Parent Application and Intake Form and submit it to Bright Futures at least one week prior to the consultation, together with payment of the consultation fee.

Home Study

\$2,200

In order to be eligible to adopt a baby, an adoptive couple living in Massachusetts must have a favorable home study completed by a licensed adoption agency located in Massachusetts. During the home study process, Bright Futures will evaluate your ability to meet the physical, developmental, emotional and educational needs of a child and will write a written report stating its conclusions as to the characteristics of children which your home can safely accommodate and which you can best serve. Your completed home study is valid for twelve months from the date of completion. If you have not accepted placement of a child within twelve months from the date of your home study, your home study must be updated. Bright Futures' home study fee is \$2,200. Bright Futures' fee to update a home study is \$600.

Interstate Compact for the Placement of Children

\$500

If your child is born outside of Massachusetts, you are required to comply with the Interstate Compact for the Placement of Children ("ICPC"), a federal law, before you may bring your child back into the Commonwealth. As your Massachusetts adoption agency, Bright Futures will be designated the "receiving agency" for purposes of the ICPC. This means that we will work with your agency or attorney in the "sending state" (the state where your baby is born) and with the Massachusetts ICPC office to obtain approval for your return home to Massachusetts. It typically takes 7 – 14 days after birth to obtain ICPC approval (although some states take even longer). Your child may not leave the sending state until ICPC approval is received and Bright Futures has notified you of the approval.

Post-placement Services

\$1,250

For adoptive parents residing in Massachusetts, there is a six-month post-placement waiting period (beginning on the date of placement) before you can petition to finalize the adoption in court. During that time, a social worker from Bright Futures will contact you once a month to assess how the placement is working. Based on these contacts, Bright Futures will complete post placement reports setting forth the developmental milestones of the baby, your and your family's

adjustment to the role of parent and adoptive family, and the social worker's conclusions about the appropriateness of the placement. At the end of the six-month period, Bright Futures the post-placement reports are filed with the adoption petition.

Legal Finalization

\$1,200+

For adoptive parents who reside in Massachusetts, Bright Futures will provide those legal services necessary to finalize the adoption, including filing the adoption petition in the Probate and Family Court and attending the finalization hearing. In the event that a legal finalization takes more than ten hours of legal time, adoptive parents will be charged at the rate of \$125 an hour.

Optional Services

6 Month Post-Placement Parenting Group

\$100.00

The Post-Placement Parenting Group meets once a month for six months and is designed specially for adoptive parents and their babies. The Group focuses on topics of interest to new adoptive parents and the exact agenda for each six-month session varies depending on the specific interests of each group of parents. The topics that might be covered include infant care and other topics typically covered in a first-time parenting group (feeding, sleeping, playing with your infant etc), your adoption stories, talking to your child, family and friends about adoption, creating a "life" book for your child, and managing your relationship with your child's birth family. The Group will provide support as you adjust to parenting and, specifically to adoptive parenting, and an opportunity to meet other adoptive families.

Payment of Fees

Home Study Fee: The Home Study Fee is due in full on the date that you sign the Adoption Services and Responsibility Agreement and check the box indicating that you wish to have Bright Futures perform your home study assessment.

ICPC, Post Placement & Legal Finalization Fees: Payment for ICPC, Post Placement and Legal Finalization services shall be due and payable prior to provision of such services by Bright Futures.

Optional Services: Payment for the Post Placement Parenting Group will be due prior to participation in the program.

No Refund Policy

All fees paid to Bright Futures are NONREFUNDABLE.