



### **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)"):

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

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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"):

- Full Agency Services, including Networking, Counseling and Support, Newsletter, Escrow Account Management, and, if applicable, Foster Care Services
- Home Study
- Home Study Update
- Post-Placement Supervision
- Legal Finalization
- Post Placement Parenting Group
- Facilitation of Post Placement Contact with Birth Family

In exchange for the Services, the Adoptive Parent(s) 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) agree to pay for all other expenses relating to the adoption, including birth parent expenses as described on the Schedule of Fees and Services. The Adoptive Parent(s) understand and agree that fees paid to Bright Futures are NONREFUNDABLE except as set forth in the Schedule of Fees and Services. The Adoptive Parent(s) understand that the Agency

**5 Broadview Street, Acton, MA 01720, 978-263-5400 (phone),  
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## Bright Futures Adoption Center

Fee is payment for the agency services described in the Schedule of Fees and Services and that the Agency Fee is not refundable even if an adoption is disrupted, the birth parent(s) choose not to carry out the adoption plan made for their child, the Adoptive Parent(s) decide to accept a placement from another agency, or the Adoptive Parents decide not to pursue adoption for any reason, including pregnancy. 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.

### **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 the escrow account maintained for that purpose by Bright Futures.

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)

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**Bright Futures Adoption Center**

agree to assume the costs of the child's care until financial responsibility is assumed by other persons or another organization.

**General Terms**

The Adoptive Parent(s) understand and agree that (a) Bright Futures will not make any placement that it believes is not in the best interests of the child; and (b) Bright Futures will use its discretion about whether to continue to send out the adoptive parent(s)' family profile once a match with a pregnant women/couple has been made.

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 your request, such as legal finalization in Massachusetts, Bright Futures' attorney represents the interests of Bright Futures. In certain situations, your interest may differ from those of Bright Futures and you 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