

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (“Agreement”) is hereby entered into on this _____ day of _____, 20____, by and between Adoptive Parent(s) _____ and _____ (“Adoptive Parent(s)”) and **SPENCE-CHAPIN SERVICES TO FAMILIES AND CHILDREN** (“Spence-Chapin”), an adoption agency authorized by the State of New York, New Jersey, and Arizona.

By entering into this Agreement with Spence-Chapin, the Adoptive Parent(s) has/have chosen to forego Spence-Chapin’s full-service adoption program and, instead, receive only the following designated adoption services, which are described in more detail in the referenced attachments to this Agreement.

- Domestic Home Study
- International Adoption Home Study
- Domestic Home Study Update
- International Adoption Home Study Update
- Concurrent Domestic & International Home Studies
- Home Study Addendum
- Domestic Post-Placement Report(s) and Visit(s)¹
- International Post-Placement Report(s) and Visit(s)
- Placement Package

In consideration of the mutual covenants and promises contained herein, and intending to be legally bound, it is therefore agreed that:

1. **Fee.** Adoptive Parent(s) agree to pay a fee, pursuant to the fee schedule which has been provided to the Adoptive Parent(s), or when applicable, the final amount to be determined upon completion of the service(s) and issuance of an invoice, to Spence-Chapin in exchange for the service(s) checked off above. For any additional services that are not checked off in this agreement, a new fee will be applied and/or assessed. In addition to the determined fee(s), there may be additional fee(s) for other requirements, such as, but not limited to, State and Federal clearances, training, and independent medical assessments, both physical and psychological.

Adoptive Parent(s) is/are responsible for ALL medical expenses arising out of the Placement Package for both the birth mother and the infant, unless mutually agreed to, in writing, by and between the parties.

2. **Payment.** Spence-Chapin requires that the above fee(s) be received before the onset of all service(s). All fees are non-refundable for services that have already been rendered.
3. **Home Study Process.** As part of the Home Study process, Adoptive Parent(s) will complete a Home Study packet and criminal/child abuse clearances, receive home visit(s) and comply with any other local, state, federal or country-specific requirements.
 - a. **Adoptive Parent(s) Home Study Packet.** The Adoptive Parent(s) will be provided with a package of information that includes, among other things, forms for the Adoptive Parent(s) to fill out and requests for documentation that Spence-Chapin will need in order to complete the Home Study. This package of information is commonly referred to as the “Home Study packet.” For international adoption, the requirements for specific documents may vary from country to country and may change from time to time. Adoptive Parent(s) are responsible for providing Spence-Chapin with all birth country parent preparation and home study requirements. Adoptive Parent(s) should anticipate that new or updated information may be requested by Spence-Chapin throughout the Home Study process and that there may be unanticipated costs and expenses associated with these requests. Documents, original or photocopied, submitted to Spence-Chapin will not be returned.

¹ For all NJ cases—Under N.J.S.A 9:3-37 et. seq. and N.J.A.C. 3A:50, for all children under five (5) years of age, a minimum of bi-monthly post-placement visits must occur over the span of at least six (6) months from the date of placement; if an adoption finalization is delayed beyond six (6) months, post-placement visits must continue to occur quarterly until finalization.

- b. Education and Support. The Adoptive Parent(s) understand(s) and acknowledge(s) that adopting has its own unique challenges with regard to the adjustment of both the Adoptive Parent(s) and the Adoptive Child. In addition, families pursuing adoption face challenges with regard to the physical, mental, emotional and psychological development of the Adoptive Child. As part of the Home Study process, Spence-Chapin provides education and support to the Adoptive Parent(s) concerning these issues, as well as issues relating to adoptive identity, ethnic identity and cultural adjustment. The Adoptive Parent(s) agrees to engage in the educational training arranged and/or recommended by Spence-Chapin.
 - c. Continuing Duty to Disclose. Adoptive Parent(s) agree(s) to notify Spence-Chapin promptly of any major changes in their life, including, but not limited to, pregnancy; adoption of another child; the addition of another adult to the household; change of residence; serious illness or death of either Adoptive Parent(s) or other individual residing in the home of the Adoptive Parent(s); a new medical or mental health diagnosis; marital separation; decision by either Adoptive Parent(s) not to adopt; arrest, criminal charge, criminal or child welfare investigation of an Adoptive Parent (s) or other individual residing in the home of the Adoptive Parent(s); loss of employment by either Adoptive Parent(s); or significant change in financial status up and until adoption finalization.
4. Responsibilities of Adoptive Parent(s). Adoptive Parent(s) is/are responsible for complying with all pre- and post-placement requirements of Spence-Chapin and of the state/country from which the Adoptive Parent(s) is/are seeking to adopt.² Additionally, for international adoptions, Spence-Chapin requires that Adoptive Parent(s) provide Spence-Chapin with a copy of the Adoptive Child's visa upon homecoming. Spence-Chapin further requires that Adoptive Parent(s) adopting internationally provide Spence-Chapin a copy of Adoptive Child's Hague Adoption Certificate (if applicable) and a copy of Adoptive Child's Certificate of Citizenship. For international adoptions that are not finalized in the child's birth country, Spence-Chapin requires Adoptive Parent(s) to provide Spence-Chapin a copy of the adoption order once the adoption is finalized within thirty (30) days of receipt. Spence-Chapin will inform the primary provider if made aware of any delays related to finalizing international adoption(s) in the U.S.
 5. Responsibilities of Spence-Chapin. Spence-Chapin's responsibility is limited to conducting a specific adoption service(s) as per this Agreement, upon receipt of the required fee; obtaining the required clearances; and providing education and support in accordance with local, state, federal and country-specific requirements. Adoptive Parent(s) understands that Spence-Chapin cannot guarantee that the documents/reports prepared (i.e. home study, post-placement report(s)) will be favorable to the Adoptive Parent(s). Spence-Chapin will not be responsible/liable for any other aspects of the adoption process beyond this agreement unless specifically agreed to in writing.
 6. Pre and Post Adoption Services Department. Spence-Chapin offers pre and post adoption services to Adoptive Parent(s) and Adoptive Children, including but not limited to counseling, consultation, educational workshops, cultural events, support groups and referrals. In the event that Adoptive Parent(s) choose(s) to engage in any of these services, the Adoptive Parent(s) will be charged an additional fee in accordance with the professional service fee schedule.
 7. Disruption and Dissolution Policy. Spence-Chapin is not responsible for any services with regard to disruption or dissolution of an adoption unless specifically requested to do so by the Placing Agency/Adoptive Parent(s) and agreed to in writing by Spence-Chapin.
 8. Confidentiality. Adoptive Parent(s) acknowledge(s) and understand(s) the importance and necessity of truthfully and accurately providing Spence-Chapin with all background information required for an adoption service(s) rendered by Spence-Chapin, including any information which may possibly be unfavorable or uncomfortable to disclose. Any shared information will be held in confidence by Spence-Chapin staff and revealed only as required in home studies and reports and as otherwise necessary for Spence-Chapin to fulfill its obligations under this Agreement.
 9. Non-Solicitation. Adoptive Parent(s) agree(s) that without expressed written consent, at all times while the Adoptive Parent (s) is/are employing the services of Spence-Chapin and for twelve (12) months after contract period terminates, the Adoptive Parent (s) will not, directly or indirectly, solicit, divert hire, retain (including as a consultant) or encourage to leave the employment or contract period of Spence-Chapin and any employee or contractor of Spence-Chapin, or hire or retain (including as a consultant) any former employee of Spence-Chapin who has left the employment or contract period of Spence-Chapin within twelve (12) months prior to such hiring or retention.

²New Jersey--For all intercountry adoptions, pursuant to New Jersey State laws and regulations (N.J.S.A 9:3 -37 et. seq. and N.J.A.C. 3A:50), the adoptive family must notify their home study agency immediately upon the child(ren)'s entry into the United States. For finalized adoptions, at least one visit to the home will be conducted by the agency within thirty (30) days of entry regardless of the sending country's requirements. For unfinalized adoptions, a visit to the home must occur within two (2) weeks of entry into the United States.

