



# SPENCE-CHAPIN

*Serving Families & Children since 1908*

## **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 and the State of New Jersey.

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 Home Study
- Home Study Addendum
- Birth Parent Counseling
- Domestic Post-Placement Report(s) and Visit(s)<sup>1</sup>
- International Post-Placement Report(s) and Visit(s)
- Interim Care
- Paralegal Services
- 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 any required State and Federal clearances, such as, but not limited to Registration/Enrollment for Preparation and/or 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.

<sup>1</sup> For all NJ cases—Under N.J.S.A 9:3-37 et. seq. and N. J.A.C. 10:121A, 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.



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- 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.<sup>2</sup> 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. Modern Family Center. 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.

<sup>2</sup> New 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. 10:121A), 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



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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.

10. Protecting the Best Interests of Child(ren). The Adoptive Parent(s) agree to fully cooperate with any and all requirements set forth in this Agreement, as well as any additional requirements mandated by Primary Provider, where applicable, and/or any applicable conventions, laws, rules and/or regulations of the State or Country of Origin and to act and react in a manner consistent with the best interest of the child(ren). Spence-Chapin prohibits child-buying and shall make every effort to ensure that its employees, agents, and representatives comply with any and all legal and procedural safeguards that are in place to prevent the abduction, exploitation, sale, or trafficking of children. Spence-Chapin prohibits its employees, agents, and representatives from accepting gifts, incentives, or contingent fees for services related to adoption.

11. Waiver and Limitation of Liability. There are many risks involved in the adoption process. Adoptive Parent(s) understands and acknowledges that Spence-Chapin has been retained for the limited purpose of providing specific adoption service(s). Adoptive Parent(s) agree to release Spence-Chapin and its employees, agents and/or representatives, from any and all liability, claims or demands unrelated to the provision of the specified services.

12. Choice of Law and Venue. This Agreement and all rights, obligations and disputes arising out of it shall be governed by and construed consistent with New York law. Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement, shall be determined by arbitration in New York County, New York, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures.

13. Entire Agreement. Unless specifically agreed to in writing, this Agreement will not include any services except those services described more specifically above. Any modifications or additions to this Agreement must be mutually agreed to, in writing, by and between the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail will be treated in all manner and respects as an original executed counterpart.

15. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall not affect any liability or responsibility with respect to any adoption service(s) that have been initiated prior to the termination of this Agreement.

16. Indemnification. To the fullest extent permitted by law, the Adoptive Parent(s) hereby agree to indemnify, and hold harmless Spence-Chapin, its elected and appointed officials, employees and volunteers and others working on behalf of Spence-Chapin, against any and all claims, demands, suits or loss, including all costs (reasonable attorney's fees) connected therewith, and for any damages which may be asserted, claimed or recovered against or from Spence-Chapin, its elected and appointed officials, employees, volunteers or others working on behalf of Spence-Chapin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Agreement.

I/We have carefully and completely read this agreement and do hereby agree with the terms stated herein.

Signatures:

_____		_____	
Adoptive Parent	Date	Adoptive Parent 2 (if applicable)	Date
_____		_____	
Print name		Print Name	

## SPENCE-CHAPIN SERVICES TO FAMILIES AND CHILDREN

By: _____		_____	
Signature	Date	Print Name	

Spence-Chapin promotes equal opportunity for all clients by complying with local, state and federal laws and regulations. We do not exclude, deny applicants, or otherwise discriminate on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws.



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Our policies and practices are intended to ensure that all clients are treated equally.

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