

## CONFIDENTIAL INTERMEDIARY AGREEMENT

The undersigned parties voluntarily enter into this Confidential Intermediary Agreement and hereby agree as follows:

1. The applicant, \_\_\_\_\_, and the \_\_\_\_\_ County Department of Social Services (“agency”) agree that the agency shall provide confidential intermediary services, pursuant to N.C.G.S. 48-9-104(b), in an effort to obtain current non-identifying health and background information from the applicant’s  biological parents  biological grandparents or  adult adopted child and determine their willingness to share identifying information with the applicant and/or have contact with the applicant.

OR

The applicant(s), \_\_\_\_\_, and the \_\_\_\_\_ County Department of Social Services (“agency”) agree that the agency shall provide confidential intermediary services, pursuant to N.C.G.S. 48-9-104(b), in an effort to obtain current non-identifying health information from the birth family of the minor adoptee.

2. The applicant acknowledges that the applicant has executed a Release of Liability and Agreement to Hold Harmless with regard to these services.
3. The applicant further acknowledges that the agency cannot guarantee that it will be able to obtain the information or locate the person(s) sought. Nor can the agency guarantee the receptivity or willingness of any located person for contact or the sharing of identified information with the applicant.
4. For a nonrefundable fee of \$\_\_\_\_\_, the agency agrees to conduct an in-house record review and a diligent search for the person listed above, including, but not limited to, an internet based search, and to initiate contact with any person found in an attempt to obtain current non-identifying health and background information and to ascertain that person’s willingness to share identifying information or have contact with the applicant. In the event confidential intermediary services are provided to the adoptive parent(s) of a minor adoptee, the agency’s role shall be limited to a search for the adoptee’s birth parents and the attempt to obtain current non-identifying health information.
5. Any initial search pursuant to this agreement will be conducted for a period of 90 days, after which a written report will be sent to the applicant with the results of the search.
6. If this initial search is not successful, the agency agrees to continue providing confidential intermediary search services with the written consent of the applicant at a cost of \$\_\_\_\_\_ per hour  for a period of another 90 days or  to provide such additional services up to a limit of \$\_\_\_\_\_.

7.  In the event the agency provides counseling services or facilitates the exchange of information or personal contact between the applicant and the person located, the applicant agrees to pay the agency \_\_\_\_\_ per hour for those facilitation services.
- The applicant does not desire counseling or facilitation services from the agency at this time. In the event such services are later requested in writing, the applicant agrees to pay the agency \_\_\_\_\_ per hour for those facilitation services.

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Authorized Agency Representative

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged execution of the foregoing Application for Intermediary Services. I certify that I am a Notary Public or otherwise authorized to acknowledge signatures under Chapter 47 of the North Carolina General Statutes.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Printed Name

(SEAL)

\_\_\_\_\_  
Signature

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Title