

CONFIDENTIAL INTERMEDIARY SERVICE AGREEMENT

The Confidential Intermediary (CI) agrees to undertake search, contact, and reunion services (“Services”) on behalf of the Registrant in accordance with Family Law, §§ 5-4B-01, *et seq.*, of the Maryland Annotated Code, COMAR 07.02.13.01, *et seq.*, and applicable Department of Human Services (DHS) policy. This Agreement is not a guarantee that the CI will locate or make contact with an individual sought by a Registrant. While a CI may locate an individual, that individual may refuse contact, decline to participate in a reunion, or refuse to provide updated medical or background information. In cases where the individual sought is deceased, the CI will provide additional Services with respect to other relatives if requested in the Conditional Service Agreement. The CI reserves the right to refuse to facilitate a reunion if, based on the professional opinion of the CI, doing so could cause harm to either party.

The CI will provide a status report regarding the progress of the search to the Registrant 90 days after the commencement of the search. Additional status reports will be provided every 90 days thereafter until the search is completed. Likewise, the CI will provide a status report to DHS 90 days after the commencement of the search and every 90 days thereafter until the search is completed. Copies of all Service Agreements and status reports will be retained by DHS in accordance with applicable law, regulations, and procedures.

If the CI is unable to make progress in either locating or making contact with the individual sought, the CI will notify the Registrant that if additional information is not found or the individual does not return correspondence within 90 days, the search will be considered completed at the end of that 90-day period. The CI will notify the Registrant that the search is considered completed and will forward to DHS all information discovered in the course of the search. A Registrant may reapply for Services two years after the search’s completion.

The State of Maryland provides CI Services without charge. However, if the adoption occurred through a Private Child Placement Agency (CPA), that CPA may charge a fee up to the amount listed in the schedule below, which is based upon the federal poverty guidelines, available at <https://aspe.hhs.gov/poverty-guidelines>. The fee charged cannot exceed the actual cost of providing the Services.

If the Services requested are necessary because of a medical emergency that is documented and supported by a physician’s letter or the Registrant’s gross income is at or below the federal poverty line, no fee will be charged. CPAs may exercise their discretion and reduce or waive the fee.

Confidential Intermediary Services Fee Schedule for CPAs

Registrant’s Gross Income as a Percentage of the Federal Poverty Guideline	Paid to Confidential Intermediary’s CPA	
	CI Services for One Person	CI Services for Two People
At or Below 100%	\$0	\$0
At or Below 200%	\$125	\$225
At or Below 300%	\$175	\$275
At or Below 400%	\$250	\$350
At or Below 500%	\$325	\$425
At or Below 600%	\$400	\$500
At or Below 700%	\$475	\$575
At or Below 800%	\$550	\$650
At or Below 900%	\$625	\$725
Above 900%	\$700	\$800

Fees will not be refunded if the individual sought refuses contact, declines to participate in a reunion, refuses to provide updated medical or background information, is unable to be located, or is deceased. Nor will fees be refunded if a CI refuses to facilitate a reunion based on the CI’s professional opinion that such a reunion could cause harm to either party.

If the Registrant requests and pays a CI with a CPA for Services with respect to one individual and, within one year, requests Services relating to a second individual, the additional fee charged is the difference between the fees for the two Services as shown on the chart above. If the individual sought is deceased and the CI provides additional Services with respect to relatives or family members of the deceased individual, the CI may charge the Registrant a reasonable fee for the additional Services provided, and that additional fee should not exceed those outlined above. All fees will be determined and agreed upon by the CI and the Registrant prior to the CI providing the additional search services. The total fees a CPA may collect for Services cannot exceed the cost of providing those Services.

Investigation No.: _____

Registrant’s Initials: _____

INITIAL SERVICE AGREEMENT

Applicant's Name: _____

Address: _____

Phone (home): _____ **(cell):** _____ **(work):** _____

I, _____, have read and understand the terms of the Confidential Intermediary
(Applicant's full name)

Service Agreement. I am requesting the following Services (initial one):

- | | |
|--|--|
| <p>A. ____ Contact with (check one) _____ birth mother or _____ birth father to obtain medical information needed because of a documented medical emergency.</p> <p>B. ____ Contact with both birth parents to obtain medical information needed because of a documented medical emergency.</p> <p>C. ____ Contact with one adult adoptee to obtain medical information needed because of a documented medical emergency.</p> | <p>D. ____ Contact with (check one) _____ birth mother or _____ birth father for the purpose of reunion.</p> <p>E. ____ Contact with both birth parents for the purpose of reunion.</p> <p>F. ____ Contact with one adult adoptee for the purpose of reunion.</p> |
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I agree to make payment in full of \$ _____ for a search involving one individual or a payment of \$ _____ for a search involving two individuals prior to the Confidential Intermediary initiating the requested search. I understand that a payment schedule can be arranged.

Applicant's Signature	Date	Confidential Intermediary's Signature	Date
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CONDITIONAL SERVICE AGREEMENT

In the event that an above-described individual is deceased, I, _____, request
(Applicant's full name)
contact with said individual's relatives or adoptive family members to (initial one option):

- | | |
|--|--------------------------------|
| <p>A. ____ Obtain medical information needed due to a documented medical emergency.</p> | <p>B. ____ Reunite.</p> |
|--|--------------------------------|

I agree to make an additional payment in full of \$ _____ for a search involving a relative or adoptive family member in the event an above-described individual is deceased prior to the Confidential Intermediary initiating the additional search. I understand that a payment schedule can be arranged.

Applicant's Signature	Date	Confidential Intermediary's Signature	Date
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