UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 2507

September Term, 2014

IN RE: ADOPTION/GUARDIANSHIP OF
C. R.

Krauser, C.J.,
Hotten,
Nazarian,

JJ.

Opinion by Krauser, C.J.

Filed: July 10, 2015

Tanya R.[1] appeals from an order of the Circuit Court for Baltimore City, sitting as a juvenile court, terminating her parental rights with respect to her son, C. R. She presents one question for our review:

> "Did the court err in finding parental unfitness and exceptional circumstances sufficient to support its ruling to terminate parental rights?"

For the reasons that follow, we affirm the judgment of the juvenile court.

I.

In April of 2012, Tanya R. gave birth to C. while she was incarcerated for violating her probation on a prior drug possession charge. C.'s father, however, has never been identified. Upon birth, C. was hospitalized due to his in-utero exposure to drugs. After his release from the hospital a month later, C. went home with Tanya R.'s cousin, Ms. P. During Tanya R.'s incarceration, the two women had agreed that Ms. P. would have "temporary guardianship" of, and "power of attorney" over, C., until Tanya R. was released from prison. Notwithstanding the temporary nature of this arrangement, C. has continued to live with Ms. P. ever since his release from the hospital.

About three months later, on July 6, 2012, the Baltimore City Department of Social Services ("Department") received a telephone call from Ms. P., who expressed her concerns for C.'s safety should he be placed in Tanya R.'s care. According to Ms. P., Tanya R., who had been released from prison in June, had called her earlier that day and asked Ms. P. to bring C. to her. However, because Ms. P. had no means of transportation

[1] We shall refer to appellant as "Tanya R." and not "Ms. R." to avoid confusion with her cousin, whom we shall refer to as "Ms. P."

at that time, she told Tanya R. that she would have to come pick C. up herself. When Tanya R. failed to pick up C. that day, Ms. P. called the Department, as she did not know Tanya R.'s address or telephone number and believed that Tanya R.'s living situation was "unstable."

Three days later, on July 9, 2012, the juvenile court, at the Department's request, placed C. in shelter care. And, on August 21, 2012, it declared C. to be a Child In Need of Assistance.[2] Thereafter, it ordered a permanency plan for C. of placement with a relative, that is, Ms. P., for adoption. And, on December 16, 2013, the Department filed a petition seeking to terminate Tanya R.'s parental rights to C. Although Tanya R. opposed that petition, counsel for C. supported the termination of her parental rights, provided that C. was to be adopted by Ms. P. In November and December of 2014, a three-day hearing on the Department's petition was held.

At that hearing, Ms. P. testified that, after C. was discharged from the hospital, but before Tanya R. was released from prison, Ms. P. took C. to visit her twice. During the second visit, in June of 2012, Tanya R. said that she would call Ms. P. upon her release later that month so that Ms. P. could bring C. to her. But, although Tanya R. was released from prison in June, she never came to pick up C. The two women did not see each other again until four months later, in October of 2012, when they happened to meet while

[2] A Child in Need of Assistance, or CINA, is a child who requires court intervention because the child "has been abused, has been neglected, has a developmental disability, or has a mental disorder [and] [t]he child's parents, guardian, or custodian are unable or unwilling to give proper care and attention to the child and the child's needs." Md. Code (2006, Repl. Vol. 2013) § 3-801(f) of the Courts and Judicial Proceedings Article.

visiting a sick relative of theirs at a hospital. Tanya R. stated to Ms. P., at that time, that she had been "getting herself together" since her release but did not explain why she had not been in contact with Ms. P. for the last several months. Ms. P. then informed Tanya R. that a "permanency worker" for the Department, Greg Lounsbury, had been attempting to locate her since June, and gave her Lounsbury's contact information. Tanya R. in turn gave her telephone number and address to Ms. P., who later provided that information to Lounsbury.

Lounsbury testified that he had been assigned to C.'s case in June of 2012, and had, at that time, begun attempts to locate Tanya R. His initial efforts were unsuccessful: Tanya R.'s contact information was unknown and although a search of court records yielded a last-known address for her, "she was found not to be residing there." On October 31, 2012, upon receiving Tanya R.'s contact information from Ms. P., Lounsbury called Tanya R.'s cell phone and left her a voicemail. The next week he sent a letter to Tanya R.'s address, introducing himself and asking her to contact him so they could discuss visitation and possible reunification with C. Neither the voicemail nor the letter elicited any response from Tanya R.

In fact, Lounsbury was unable to contact Tanya R. for several months, until he was finally able to reach her by telephone on January 18, 2013. The two met a week later. At that meeting, Lounsbury discussed with Tanya R. the services the Department could offer her to assist in her reunification with C.

To that end, on January 29, 2013, Tanya R. signed the first of two service agreements with the Department and, a week later, signed a second service agreement on

February 6, 2013. But then, in December of 2013, after failing to return Lounsbury's telephone calls, Tanya R. refused to sign a third service agreement offered to her by the Department. Each of the agreements that Tanya R. signed provided that she would obtain "stable and appropriate housing," attend and complete a parenting class or provide documentation from a previously completed parenting class, maintain regular contact with the Department, attend and complete a substance abuse treatment program, and visit C. "on a regular basis to develop an appropriate bond."[3]

Lounsbury then gave testimony as to whether Tanya R. had complied with the terms of these two service agreements. With regard to housing, he said he had conducted, in February of 2013, a "Home Health Report" on Tanya R.'s residence and found that she was renting a basement bedroom in a row home, with a shared kitchen. Although the bedroom itself was finished, the basement was not. Consequently, Lounsbury informed Tanya R. that this living arrangement was not suitable for C. Ten months later, he found out that Tanya R. had moved to a three-bedroom apartment that she shared with her boyfriend.

With respect to the parenting class required by the service agreements, Lounsbury testified that Tanya R. had informed him that she had previously completed such a class while she was incarcerated. But Lounsbury never received "documentation" confirming that Tanya R. had completed that parenting class, either from her or from the prison. He therefore informed her that, in the absence of that documentation, she would have to

[3] Although the third service agreement, which Tanya R. refused to sign, is not in the record before us, we presume that it contained essentially the same provisions.

complete a new parenting class, and, accordingly, referred her to an appropriate program. Tanya R., however, neither contacted that program nor completed a class.

Lounsbury further testified that Tanya R. had also failed to "maintain regular contact" with the Department as instructed in the service agreements and described her contact with him as "sporadic," relating how "it grew more difficult to get ahold of her and speak to her" as time went on. Indeed, Lounsbury could not recall ever receiving any telephone calls from Tanya R. about C., and all contact between Tanya R. and the Department was initiated by Lounsbury, either by letter or by voicemail. In 2014, Tanya R. and Lounsbury had only spoken five or six times: two or three times by telephone and three times when they met at court hearings.

Lounsbury stated, moreover, that in his discussions with Tanya R. about her compliance with the service agreements, he placed "[m]aximum stress" on her compliance with a substance abuse treatment program. At the time she entered into the first service agreement, Tanya R. signed a "consent form" that allowed Lounsbury access to her records and progress at her treatment program. Updates in 2013 that Lounsbury received containing the results of weekly drug testing indicated that, throughout 2013, Tanya R. tested positive for cocaine each week and occasionally she tested positive for "pills" and heroin. When Lounsbury and Tanya R. discussed the test results, Tanya R. admitted to using drugs and said she was "struggling" with her drug use but claimed she was still attending treatment regularly.

In late 2013 or early 2014, Tanya R. changed substance abuse treatment programs. But she did not tell Lounsbury about this change. Instead, Lounsbury learned that Tanya

R. had switched programs after "calling her previous treatment [center]" and being told "by her previous counselor that she was no longer there." Tanya R. did not discuss her progress at this new program with Lounsbury, and she refused to sign a new consent form that would allow her new treatment program to share her records and progress with the Department. Thus, apart from her assurances, Lounsbury had no independent knowledge of whether she was "compliant with treatment." In fact, by the time of the hearing, Lounsbury had never received documentation from either of Tanya R.'s treatment programs indicating that she was no longer struggling with her drug use.

Finally, testimony was given, by both Lounsbury and Ms. P., to establish that Tanya R. did not comply with the provision of the service agreements requiring her to regularly visit with C. The first scheduled visit between C. and Tanya R. occurred on February 13, 2013. Visitation continued on a weekly basis for the next three months until June, when the juvenile court ordered that visitation be increased from one hour each week to three hours each week. Beginning in June, however, Tanya R.'s visits with C. were inconsistent. Although she visited C. weekly in June, she only stayed for the full three-hour period once, staying on subsequent visits for about half that time. Visits slowly decreased thereafter, and, in September and December, no visits took place at all.

In January of 2014, Tanya R. asked Ms. P. if they could change her visitation from Wednesdays to Saturdays. Although Ms. P. agreed to that request, Tanya R. made no visits in January. In February Ms. P. and C. moved, and Ms. P. sent their new address to Tanya R. via text message. Despite being provided with Ms. P.'s new address, Tanya R. made no visits in February. In fact, Tanya R. did not visit C. at all during 2014.

The court also heard testimony from Ruth Zajdel,[4] Ph.D., a "consulting psychologist" for the Medical Services Division of the Baltimore City circuit court, whom the court recognized as an expert in "bonding evaluations" and "parental psychological evaluations." According to Dr. Zajdel, it is "very important for children, especially as young children before the age of three," to develop and maintain a "secure bond" with their "caregiver" since a secure bond helps children develop self-confidence and independence and "allows them to have good relationships in the future." To determine whether a "secure bond" exists between a child and his or her caregiver, Dr. Zajdel explained that she looks for four "ingredients": "stability . . . consistency, security, and [the] caregiver's respect for the child's task of separating and becoming an individual."

Dr. Zajdel further explained that secure bonds "are not transferable" and opined that "it's usually in the best interest of the child to maintain the relationship" with the person to whom he or she is securely bonded, since "there's a lot of negative impact" when a secure bond is severed and "it can be very traumatic" for the child. Although she acknowledged that the consequences of breaking a secure bond "depend[] on the child," she explained that children who "have developed a bond and been taken out of their home tend to have a greater risk of depression, anxiety, academic problems, troubled peer relationships, and overall lower self-esteem."

Dr. Zajdel performed two "bonding evaluations"—one between C. and Ms. P. in July of 2014, and one between C. and Tanya R. in September of 2014—to determine if C.

[4] The hearing transcript spells the doctor's last name as "Seidel."

was "securely attached" to either woman.[5] Each evaluation followed the same format: Dr. Zajdel observed C. and his caregiver as they interacted in the "waiting area" and then invited them into a playroom and gave them thirty minutes of "free play," which she watched from another room. Finally, Dr. Zajdel accompanied C. and his caregiver back to the waiting area and observed them as they prepared to leave.

Dr. Zajdel concluded that C. was "securely bonded" with Ms. P. and that their relationship had all four "ingredients" necessary for a secure bond. During the bonding evaluation, there was mutual affection and "a lot of laughter, a lot of hugs, a lot of smiles" exchanged between the two. Ms. P. "clearly knew" the kinds of toys and activities C. enjoyed, and C. used Ms. P. as "a secure base," going out to explore the waiting room and the playroom and then bringing magazines and toys back to Ms. P. C. referred to Ms. P. as "Mommy."

In contrast, Dr. Zajdel found that, while C. was "happy to interact with [Tanya R.]," he did not have a secure bond with her like he did with Ms. P. There was not the "sense of familiarity" between C. and Tanya R. that Dr. Zajdel would "usually see when a secure bond is apparent." The two played "appropriate[ly]" together but their interaction was not "relaxed," and although Tanya R. gave C. several hugs and told him she loved him, C. did not "initiate[] affection with" Tanya R. Dr. Zajdel opined that "the first three ingredients" needed to form a secure bond—stability, consistency, and security—were "missing" from the relationship between C. and Tanya R.

[5] Written reports of those evaluations were also entered into evidence.

Dr. Zajdel also testified about her "parental psychological evaluation" of Tanya R., which was intended to determine whether there were "any psychological issues" Tanya R. might have that could affect her "ability to parent the child successfully." During that evaluation, Tanya R. was "reluctant" to discuss her "legal history" and did not, according to Dr. Zajdel, "take responsibility for the charges that she's encountered." With regard to her "mental health," Tanya R. told the doctor that she had been "diagnosed with depression and anxiety" and had been prescribed medication for those conditions in the past but said that, at the time of the evaluation, she was no longer taking those medications and was not seeing a therapist. When asked about her visitation with C., Tanya R. initially told Dr. Zajdel that she "had very consistent visits." But, when Dr. Zajdel mentioned that, according to court records, she had not seen C. since December of 2013, Tanya R. "changed her response to say that she [had not] visited with him for an unspecified amount of time" and claimed that Ms. P. and C. had moved and that she did not know their new address. Tanya R. was "not clear," said the doctor, about when her last visit with C. had taken place.

Based on the results of her evaluation of Tanya R., Dr. Zajdel identified several "concerning issues" regarding Tanya R.'s "parental fitness." First, the doctor was troubled by Tanya R.'s reluctance to take responsibility for her legal history, noting that "if someone is not taking full responsibility and showing a full understanding of how those legal issues arose . . . they may get in similar trouble in the future." Furthermore, if Tanya R.'s "symptoms of depression [and] anxiety aren't being managed and appropriately monitored," the doctor warned, "she might not be available as a parent and she may make questionable decisions in a parenting role." When asked by the court if she had formed an

opinion, to a reasonable degree of certainty, as to whether Tanya R. was "a person who is fit to be a parent," Dr. Zajdel responded that, in her opinion, Tanya R. was "not fit."

Although Tanya R. called no witnesses, she did testify on her own behalf. She asserted that she had moved shortly after Lounsbury had told her that the basement bedroom she had been renting was not "suited" for C., and that she had been living in her current apartment with her boyfriend for, in her words, "almost maybe two years now." With regard to parenting classes, she testified that she told Lounsbury about the class she had completed while incarcerated and claimed that he had never told her that he had not gotten confirmatory documentation from the prison or that she would need to attend another class.

Tanya R. explained that she had a "seasonal job" working for a tax preparation company from January through the end of "tax season," and that she had provided proof of her employment to Lounsbury in the form of a letter from the company. This letter from the tax preparation service was not, however, on official company letterhead. Nor did Tanya R. provide the Department with pay stubs or any other information showing how much money she had earned. In addition to the income earned from this unconfirmed "seasonal job," Tanya R. said she received food stamps and was otherwise financially supported by her boyfriend.

Tanya R. reiterated that she attended a substance abuse treatment program on a daily basis, receiving medication and speaking with her counselor. She said that she had told Lounsbury that she was "doing better" since changing treatment programs but agreed that she never signed a consent form that would allow Lounsbury access to her records and

progress at her new treatment program. Although she asserted that she was no longer using illegal drugs, she admitted that the "last time" she had used cocaine was "four or five months ago," that is, four or five months prior to the December 2014 hearing date.

Tanya R. admitted that she had not seen C. in "about a year," although she knew of Ms. P.'s current address. She tried to explain her year-long failure to visit her son by claiming that she "could not find" Ms. P.'s address "a couple times," but conceded that she never sought the Department's assistance in making her scheduled visits with C.

II.

At the conclusion of the hearing, the juvenile court made its ruling. In so doing, the court, as it was required to do, considered the factors listed in Maryland Code (1984, 2012 Repl. Vol.) § 5-323(d) of the Family Law Article ("F.L.") and made specific findings as to each factor it considered relevant.

Because C. was placed in Ms. P.'s care immediately after his release from the hospital after birth, the court determined that the Department had not had the opportunity to offer any services to Tanya R. before C. was placed in shelter care. *See* F.L. § 5-323(d)(1)(i). Nevertheless, the court did consider Lounsbury's attempts to locate Tanya R. as an effort made, on the Department's behalf, "in contemplation" of the Department's involvement in this case and found that "the problem was that nobody could find [Tanya R.]" after she was released from prison.

With respect to the "extent, nature, and timeliness" of the services offered by the Department to Tanya R. to facilitate reunification with C., and Tanya R.'s compliance with those services, *see* F.L. § 5-323(d)(1)(ii), the court focused on the two service agreements

signed by Tanya R. The court found that the Department, through Lounsbury, had evaluated Tanya R.'s original housing situation, referred her to a parenting class, counseled her that she needed to "take care of the substance abuse issue before, really, anything else," monitored her substance abuse treatment, and offered her visitation that the court characterized as "rather generous." The court therefore concluded that the Department had complied with its obligations under the service agreements.

The court went on to find that Tanya R. "unfortunately" did not comply with her obligations under the service agreements and, in so finding, emphasized her problem with substance abuse and her failure to comply with the visitation schedule. From the time she signed the first agreement in January of 2013 until the end of that year, Tanya R. "was continually using" illegal drugs and her drug tests "continu[ed] to be positive." Furthermore, it "was significant to the [c]ourt" that Tanya R. refused to sign a consent form after switching substance abuse treatment programs, which "really put the Department in a position of not really knowing at all what was going on in terms of treatment" during 2014. Then, turning to visitation, the court found that Tanya R.'s visitation with C. "was fine for a period of about six months in early 2013," but then "began to become sporadic" in the last half of that year and was "virtually nonexistent in 2014." This was, said the court, "a long, long time for a child not to have visits."

As for the "extent to which" Tanya R. had "maintained regular contact" with the Department, C., and Ms. P., *see* F.L. § 5-323(d)(2)(i)(1–3), the court found that Tanya R.'s contact with the Department was, in its words, "minimal," and her contact with C., although regular for the first half of 2013, had completely ceased by 2014, despite the Department's

continual attempts to contact Tanya R. through letters and voicemails "to get her to be engaged with Ms. [P.] and [C.]."

In light of the foregoing, the court concluded that "there would not be any [additional] services" the Department could provide to Tanya R. that would be likely to bring about a "lasting parental adjustment" so that C. could be placed in her care. F.L. § 5-323(d)(2)(iv).

As for C.'s emotional ties to Tanya R. and Ms. P., *see* F.L. § 5-323(d)(4)(i), the court found that C. "knows who [Tanya R.] is" and that C. and Tanya R. seemed to have "a positive relationship" during their visits. But "there was nothing," said the court, "which would indicate that there was anything significantly strong" about the relationship between C. and Tanya R. In contrast to his minimal relationship with Tanya R., C., the court stated, had "essentially grown up in Ms. [P.]'s household with all of her family members," and that he enjoyed a "stable" environment and was "doing well" in Ms. P.'s home. C. and Ms. P., declared the court, were "securely bonded," and Ms. P. had "cared for" and "nurtured" C. since his birth. In considering the "likely impact of terminating parental rights on C.'s wellbeing," *see* F.L. § 5-323(d)(4)(iv), the court believed "that that would be a positive development" in that it would allow C. to be adopted by Ms. P. and to "continue to have the bond with Ms. [P.] in a way which was more secure."

After examining the relevant statutory factors, the court found, by clear and convincing evidence, that Tanya R. was "unfit . . . to be the parent of [C.]" and that "exceptional circumstances" existed which would make a continued parental relationship between C. and Tanya R. detrimental to C.'s best interest. In finding that Tanya R. was

"unfit" to parent C., the court focused specifically on Tanya R.'s continued substance abuse and almost total lack of visitation. Then, in finding the existence of exceptional circumstances, the court relied heavily on Dr. Zajdel's testimony regarding the "secure bond" between C. and Ms. P. and the harm that could result to C. "as a result of severing" that bond.

After "having considered all of these factors," the court concluded its analysis by finding "by clear and convincing evidence" that it was "in [C.]'s best interest to grant the Department's petition" to terminate Tanya R.'s parental rights.

III.

In reviewing a juvenile court's decision with regard to the termination of parental rights, we employ three "interrelated standards" of review. *In re Adoption of Jayden G.*, 433 Md. 50, 96 (2013). We review the court's factual findings for clear error, its legal conclusions de novo, and its "ultimate conclusion" for abuse of discretion. *Id.* An abuse of discretion occurs when the court acts "without reference to any guiding rules or principles," or when its decision is "well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable." *In re Yve S.*, 373 Md. 551, 583–84 (2003).

Maryland courts have long recognized the "fundamental right" of parents to "direct and control the upbringing of their children." *In re Victoria C.*, 437 Md. 567, 589 (2014). The termination of that "fundamental and constitutional" right "is a 'drastic' measure, and should only be taken with great caution." *In re Adoption/Guardianship of Harold H.*, 171 Md. App. 564, 576 (2006) (quoting *In re Adoption/Guardianship Nos. J9610436 &*

J9711031, 368 Md. 666, 699 (2002)). But a parent's fundamental right to raise his or her child is not absolute and "must be balanced against the fundamental right and responsibility of the State to protect children, who cannot protect themselves, from abuse and neglect." *In re Adoption/Guardianship of Rashawn H.*, 402 Md. 477, 497 (2007).

In determining whether to terminate parental rights, the "transcendent standard" is the best interest of the child. *In re Adoption/Guardianship of Ta'Niya C.*, 417 Md. 90, 112 (2010). Although it is presumed "that it is in the best interest of children to remain in the care and custody of their parents," that presumption "may be rebutted . . . by a showing that the parent is either unfit or that exceptional circumstances exist that would make the continued [parental] relationship detrimental to the child's best interest." *Rashawn H.*, 402 Md. at 495, 498.

Section 5-323(b) of the Family Law Article grants juvenile courts the authority to terminate an individual's parental rights. It provides:

> *Authority*. — If, after consideration of factors as required in this section, a juvenile court finds by clear and convincing evidence that a parent is unfit to remain in a parental relationship with the child or that exceptional circumstances exist that would make a continuation of the parental relationship detrimental to the best interests of the child such that terminating the rights of the parent is in a child's best interests, the juvenile court may grant guardianship of the child without consent otherwise required under this subtitle and over the child's objection.

The factors that the court is required to consider, which "serve both as the basis for a court's finding (1) whether there are exceptional circumstances that would make a continued parental relationship detrimental to the child's best interest, and (2) whether

termination of parental rights is in the child's best interest," *Ta'Niya C.*, 417 Md. at 116 (quoting *Rashawn H.*, 402 Md. at 499), are set forth in F.L. § 5-323(d). They include:

> (1)(i) all services offered to the parent before the child's placement, whether offered by a local department, another agency, or a professional;
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> (ii) the extent, nature, and timeliness of services offered by a local department to facilitate reunion of the child and parent; and
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> (iii) the extent to which a local department and parent have fulfilled their obligations under a social services agreement, if any;
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> (2) the results of the parent's effort to adjust the parent's circumstances, condition, or conduct to make it in the child's best interests for the child to be returned to the parent's home, including:
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> (i) the extent to which the parent has maintained regular contact with:
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> 1. the child;
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> 2. the local department to which the child is committed; and
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> 3. if feasible, the child's caregiver;
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> (ii) the parent's contribution to a reasonable part of the child's care and support, if the parent is financially able to do so;
>
> (iii) the existence of a parental disability that makes the parent consistently unable to care for the child's immediate and ongoing physical or psychological needs for long periods of time; and
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> (iv) whether additional services would be likely to bring about a lasting parental adjustment so that the child could be returned to the parent within an ascertainable time not to exceed 18 months from the date of placement unless the juvenile court makes a specific finding that it is in the child's best interests to extend the time for a specified period;
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> (3) whether (i) the parent has abused or neglected the child or a minor and the seriousness of the abuse or neglect;
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> * * *
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> (4) (i) the child's emotional ties with and feelings toward the child's parents, the child's siblings, and others who may affect the child's best interests significantly;
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> (ii) the child's adjustment to:
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> 1. community;
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> 2. home;
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> 3. placement; and
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> 4. school;
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> (iii) the child's feelings about severance of the parent-child relationship; and

(iv) the likely impact of terminating parental rights on the child's well-being.

Tanya R. does not dispute that the juvenile court considered these statutory factors, and it is clear from the court's oral ruling that it did, in fact, address and make findings as to each of the relevant factors. She challenges instead the court's determinations that she was unfit to parent C. and that exceptional circumstances existed that made the continuation of the parent-child relationship detrimental to C.'s best interest, contending that those determinations were based on "insufficient evidence." She further claims that the court "failed to explain the nexus" between its findings and its ultimate conclusion that she was unfit and that exceptional circumstances existed.

In order to terminate Tanya R.'s parental rights, the juvenile court was only required to find **either** that Tanya R. was unfit **or** that exceptional circumstances existed that made a continuation of the parental relationship detrimental to C.'s best interest. *See, e.g.*, *Rashawn H.*, 402 Md. at 501. Here, however, the court found the existence of **both** unfitness and exceptional circumstances. And our review of the record reveals that there was ample evidence to support both of the juvenile court's determinations.

We need not repeat at length the evidence adduced at trial or the court's detailed findings with respect to the statutory factors. It will suffice to say that evidence was presented to the juvenile court that C. was exposed to drugs at birth by Tanya R. and that Tanya R. had ongoing problems with substance abuse, as evidenced by the fact that she continued to test positive for illegal drugs for all of 2013 and refused to allow the Department access to her substance abuse treatment program records in 2014.

Furthermore, the evidence established that Tanya R. had made little effort to keep in contact with the Department or to take advantage of the services offered to her. Moreover, the evidence showed that Tanya R. had not visited C. even once during 2014.

Furthermore, contrary to Tanya R.'s contention, the court did explain how its factual findings supported its conclusions that she was unfit and that exceptional circumstances existed. As for its finding that Tanya R. was "unfit," the court began by stating that it could not overlook her "history of substance abuse," the year-long period in which Tanya R. tested "positive" for cocaine, and the "break where the Department wasn't allowed access" to her substance abuse treatment records, from which the court inferred that Tanya R. did not want "the Department to know what was going on as far as the treatment goes and what her condition was as far as her substance abuse treatment." The court then stressed "the lack of visitation" between C. and Tanya R., found that there was "no indication" that Tanya R. could not have visited with C. if she had chosen to do so, and opined that it is "very difficult for a parent to be in any way considered fit if there's this kind of extended" lack of visitation. Expressly relying on these findings, the court concluded that the evidence was "clear and convincing" that Tanya R. was "not fit."

For these very same reasons, the court found that there were exceptional circumstances that made the continuation of a parental relationship with Tanya R. detrimental to C.'s best interest. The court began by considering, and making findings regarding, all the relevant factors set forth in F.L. § 5-323(d), factors that "serve . . . as the basis for a court's finding [of] whether there are exceptional circumstances that would make a continued parental relationship detrimental to the child's best interest." *Ta'Niya C.*, 417

Md. at 116 (quoting *Rashawn H.*, 402 Md. at 499). After making those findings, the court emphasized the testimony of Dr. Zajdel regarding "secure bonds" between a child and his or her caregiver and what might happen to the child should that secure bond be broken. In particular, the court credited the testimony that C. and Ms. P. were securely bonded and that "to switch the relationships at this point in time" and disrupt the bond between C. and Ms. P. "would be very dangerous for [C.]." On the other hand, asserted the court, there would "be a positive impact for [C.]" if he were to remain in Ms. P.'s care.

Tanya R. contends that Dr. Zajdel's testimony regarding the effects of breaking a secure bond was "speculative" and should not have served as the basis for the court's finding that exceptional circumstances existed. But, when reviewing a termination of parental rights case, "we must treat the juvenile court's evaluation of witness testimony and evidence with the greatest respect." *In re Adoption/Guardianship of Amber R.*, 417 Md. 701, 719 (2011). Dr. Zajdel was accepted by the court, without objection, as an expert witness in "bonding evaluations," and the court said that it "heard closely what [she] had to say" regarding secure bonds. Tanya R. presented no reason, either at the hearing or on appeal, why the court should not have credited the doctor's expert opinions.[6] Consequently, we can find no clear error in the juvenile court's reliance of Dr. Zajdel's testimony, nor in its subsequent conclusion that removing C. from Ms. P.'s care could be detrimental to C.'s best interest.

[6] Although this calls into question whether this issue was preserved for appellate review, appellees have chosen not to raise that issue before this Court.

But even without Dr. Zajdel's testimony, there was sufficient evidence to support the court's finding of exceptional circumstances that would make a continued parental relationship with Tanya R. detrimental to C.'s best interest. The court emphasized that "there was a significant period of time in [the] beginning of [C.'s] life when there were not any efforts made" toward reunification and that for "about a year and a half now" Tanya R. had done "nothing" to connect with C. The court therefore could not conclude that her desire to reconnect with C. was "intense and genuine to the point that all things would be put aside and she would be focusing on her reunification with [C.]." On the other hand, Ms. P. was, the court found, "very caring, loving, [and] nurturing," and if C. continued to live in her care "that would be a positive . . . outcome for [C.]."

In sum, there was clear and convincing evidence presented to the juvenile court that the continuation of a parental relationship between C. and Tanya R. was not in C.'s best interest. The court properly considered the necessary statutory factors and explained how its factual findings, which were not clearly erroneous in light of the evidence presented to it, supported its conclusions that Tanya R. was unfit and that exceptional circumstances existed that supported the termination of Tanya R.'s parental rights. Accordingly, the court did not abuse its discretion in granting the Department's petition.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED. COSTS TO BE PAID BY APPELLANT.