

LETTER OF UNDERSTANDING AND CONSENT

AGENCY PLACEMENT

- ☐ I/We are applying to ADOPTION BY CHOICE for a licensed agency placement:
- ☐ I/We understand and consent to the following:

A. USE OF COLLECTED INFORMATION

1. That Adoption By Choice (ABC) will be collecting personal information from me/us, which will include medical assessments, criminal record checks, intervention record checks, references, birth and marriage certificates, a financial assessment and other personal information.
2. That the above information is required by the Regulations of the Child, Youth and Family Enhancement Act in order to assess our family's suitability to adopt internationally.
3. That I/we will provide full and complete disclosure of all information relevant to this process and I/we understand that ABC must have this information as part of our application.
4. That an Intervention Record Check and a Criminal Record Check will be required for each person over the age of 18 living in my/our home.
5. That over the course of the adoption process Adoption and Permanency Services may complete more than one Intervention Record Check on me/us.
6. I/we agree to share the results of any and all Intervention Record Checks and Criminal Record Checks with ABC.
7. That providing false information or failing to disclose relevant information will affect my/our application status.
8. That ABC will use this information to produce a Home Study Report and make a recommendation regarding approval. ABC will courier the signed report to Adoption and Permanency Services in Edmonton, Alberta for provincial approval.
9. That there are a small number of countries where the Adoption Order will be granted in the Province of Alberta. In those instances the Home Study Report and Post Placement Report(s) will become part of the package of information which is filed at the Court of Queen's Bench and subsequently served on Alberta Children's Services (ACS). That ACS will retain that information, they will microfilm it and keep it on file at the Post Adoption Registry.

Applicant 1
Initials

Applicant 2
Initials

10. That the Child, Youth and Family Enhancement Act prevents ABC from retaining any documents filed at the Court House with respect to my/our adoption, including our Home Assessment Report. That ABC will provide me/us with a hard copy of our Home Assessment Report and that I/we should retain it.
11. That ABC will only release any of the above material to another person or organization (except those documents described within) with a written request from me/us.
12. That I/we may access our file (with the exception of our letters of reference) at any time and I/we may review or update the material contained within the file.
13. That ABC has a Privacy Policy Statement that is available on their website (www.adoptionbychoice.ca) or by request.

B. CONSENT TO CORRESPONDENCE VIA E-MAIL AND FAX

1. That in the course of providing adoption services, information is exchanged between ABC and various parties. These parties may include, without limitation, one or more of: ACS, the individuals contracted by ABC to provide services such as Home Study Reports (the "Contractors") and other third parties, such as client references, who are providing information to ABC. This exchange of information will be referred collectively in this consent as the "Correspondence".
2. That it is ABC's practice to make use of e-mails and fax machines from time to time for such Correspondence to facilitate the effective provision of adoption services on a timely basis.
3. That ABC makes every reasonable effort to prevent any loss, misuse, disclosure, modification or disposal of client personal information, as well as any unauthorized access to or copying of such personal information. While ABC strives to protect all personal information, we cannot warrant the security of any information sent to me/us or by me/us via e-mail or through an unsecured fax machine. However, ABC takes steps to mitigate the risk of unauthorized access to sensitive client personal information that is contained in such Correspondence.
4. That ABC is asking for my/our consent to use e-mail and fax machines for the purposes outlined in this consent. I/we may withdraw your consent at any time. ABC will respect my/our decision, but may be unable to provide certain services on as timely a basis if ABC needs to use alternate methods for the Correspondence.

Applicant 1
Initials

Applicant 2
Initials

C. THE ADOPTION PROCESS

APPROVAL

I/we understand that I/we cannot proceed with an international adoption until a Director has approved my/our Home Study Report and any addendums to that report which may be required.

1. That upon receipt of all the required written material, ABC will decide whether or not to work with me/us towards approval. Should ABC decide not to work with me/us towards approval, my/our file will be closed by ABC.
2. That the Parent Preparation Training provided by ABC is a mandatory part of the assessment process.
3. That upon completion of the Home Study Report, ABC will determine whether or not to recommend approval of me/us as adoptive parents.
4. That ABC and/or Adoption and Permanency Services may request additional documentation to support the Home Study Report recommendations. These may include psychological and psychiatric assessments as well as assessments dealing with other issues which may be deemed relevant to recommend approval of me/us for international adoption.
5. I/we agree to inform ABC of any significant changes during the international adoption process that might affect my/our eligibility or suitability to adopt including, without limitation, pregnancy, birth of a child, adoption of a child, absence from Alberta, poor health, changes in financial circumstances and changes in marital or adult interdependent relationships. This information will be forwarded to Adoption and Permanency Services.
6. That an addendum to a Home Study Report may be required where there is reason to believe there has been a significant change in circumstances such that the my/our eligibility to adopt might have been affected.
7. That the Director may not approve an adoption placement of more than one child with an applicant in a twelve month period unless:
 - The children to be placed are siblings (related by blood) or
 - The Director is satisfied that there are exceptional circumstances supporting the placement of more than one child with me/us.
8. That an Update Report is required every twelve months after approval of the report until I/we receive an adoption placement. I/we understand that the update will be forwarded to Adoption and Permanency Services by ABC.
9. That the Home Study Report and Update Reports remain in effect for one year and are only valid when they have been approved by a Director.

Applicant 1
Initials

Applicant 2
Initials

APPROVAL

10. Adoption by Choice will make a recommendation to the Direction of Adoption at Alberta Human Services for their approval. If I/we are not recommended for approval, I/we understand that I/we will receive a copy of the completed Home Study Report along with a letter confirming the recommendation. The home study will be sent to the Director of Adoptions at Alberta Human Services for review. A decision of the director to refuse to approve a home study report may be appealed to an appeal panel with Alberta Human Services. A notice of appeal must be served as prescribed by in the Child, Youth and Family Enhancement Regulations.

DOSSIER PREPARATION

11. That I/we may ask ABC to prepare my/our adoption dossier.
12. That the entire dossier, and all supporting documents are couriered to Adoption and Permanency Services for forwarding to the child's country of origin for all adoptions processed under the Hague Convention or where there are procedures in place between Alberta and the child's country. Adoption and Permanency Services will advise me/us if the adoption must be arranged or finalized privately in the child's country of origin.
13. That Adoption and Permanency Services will courier my/our dossier to the child's country in all cases of Hague and government international adoptions.
14. That if I/we are completing a private adoption, I/we must deal directly with the child's country to finalize the adoption abroad. Private international adoptions cannot be finalized in Alberta, unless the child is a Canadian citizen or a permanent resident of Canada.

ADOPTION MATCHING REFERRAL - (For Hague and Government Adoptions Only)

15. That Adoption and Permanency Services will receive my/our adoption matching referral and they will send the information to ABC. ABC will forward this information to me/us.
16. That if necessary, Adoption and Permanency Services will send the documentation for translation and forward the English version, along with the original proposal to ABC when received.
17. That the original proposal and translation will be given or couriered to me/us by ABC.
18. That if questions or concerns are raised by me/us or a consulting person (i.e. pediatrician) Adoption and Permanency Services will contact the child's originating country.
19. That I/we must complete the Acceptance/Decline Notice and send this to Adoption and Permanency Services. If I/we decline the match, I/we will provide the reasons in writing.
20. That Adoption and Permanency Services will return the Acceptance or Decline Notice to the country of origin.
21. That Adoption and Permanency Services will provide me/us (and the originating country) with the necessary original immigration documents, and will release a copy ABC.
22. That Adoption and Permanency Services will forward to me/us the Notice of Coming to the country of origin to take placement of the child, travel notices, etc. ABC will be copied in on the letter.

Applicant 1
Initials

Applicant 2
Initials

D. FEES/REFUND POLICY

I/we understand that fees are paid in advance (though special arrangements can be made to pay over time) and will be applied as follows:

APPROVAL FEES

1. **Application Fee:** Non-refundable if application has been processed.
2. **Pre-Adoption Workshop:** Non-refundable after attending the workshop, in whole or in part.
3. **Home Study Report:** Non-refundable once the Report is completed, or prorated if the report is stopped part way through the process. If I/we am/are not placed with in twelve months of the Assessment Report being completed, I/we understand I/we must have an update completed at an additional cost to remain on the active list.

MATCHING FEES

4. **Pre-Adoption Counseling for Adoptive Applicants:** Flat fee covering all individual, group and telephone time spent with me/us. Non-refundable once I/we am/are approved.
5. **Birthparent Counseling:** Flat fee to cover any and all work with birthparents and is non-refundable once paid.
6. Should I/we be **removed** from the active list for any reason, the matching fees are **non-refundable**. Should I/we reapply to Adoption By Choice, all fees are once again applicable.

PLACEMENT FEES

7. Preparation of the Medical, Social and Family History, Post-Placement Counseling for birth parents, Post-Placement Services to adoptive parents, Preparation and Filing of documents. Paid upon being matched and non-refundable after the 10-day revocation period. (Note: Adoption By Choice is unable to file your adoption in Court until fees are paid)

DISBURSEMENTS

8. I/we understand that we will be billed for additional costs such as: travel costs, and the Medical Assessment completed by a physician. I/we am/are responsible for these costs, if they have been incurred, even if the match does not work out.
9. I/we understand I/we will be responsible for all lawyer fees incurred for the purpose of obtaining a Consent by A Guardian to Adoption from the birth parent(s), even if the Consent is revoked within the 10 day period.
10. I/we understand that I/we will be responsible for any fees incurred for the purposes of making a court application which must be done before the petition can be filed or which allows a petition to be served or not served to a party legally entitled to be served.

Applicant 1
Initials

Applicant 2
Initials

11. I/we understand that I/we will be responsible for any fees incurred to respond to any court challenges brought by a party legally entitled to.

FEE SCHEDULE

12. I/we understand that Adoption By Choice may amend the fee schedule without notice.

I/we have read and consent to the above and indicate my/our consent by initialing each page and signing in the space provided below.

Applicant 1 - Signature

Applicant 2 – Signature

Applicant 1 – PRINT NAME

Applicant 2 – PRINT NAME

DATE

DATE

Signature of Home Study Facilitator

Date

Consent to Correspondence via E-mail and Fax

In the course of providing Home Studies to Alberta Human Services and their Regional Authorities, information is exchanged between Adoption By Choice Ltd. ("ABC") and various parties. These parties may include, without limitation, one or more of: Alberta Human Services clients, the individuals contracted by ABC to provide services such as Home Study Reports (the "Contractors") and other third parties, such as client references, who are providing information to ABC. This exchange of information will be referred to collectively in this consent form as the "Correspondence".

It is ABC's practice to make use of e-mails and fax machines from time to time for such Correspondence to facilitate the effective provision of services on a timely basis.

We make every reasonable effort to prevent any loss, misuse, disclosure, modification or disposal of client personal information, as well as any unauthorized access to or copying of such personal information. While we strive to protect all personal information, we cannot warrant the security of any information sent to us or by us via e-mail or through an unsecured fax machine. However, we can take certain steps to mitigate the risk of unauthorized access to sensitive client personal information that is contained in such Correspondence. Examples of the security measures we have taken include:

A. Correspondence containing personal information:

- i. if received by fax at ABC, is removed from the fax machine as soon as possible;
- ii. if faxed by ABC or by a Contractor, is accompanied with a cover letter containing the appropriate disclaimer;
- iii. if sent via e-mail by ABC or a Contractor, is sent as a password protected attachment, containing the appropriate disclaimer;
- iv. if received by ABC via e-mail and printed, will be removed from the printer as soon as possible; and
- v. if retained by ABC, after printing, will be kept in locked file cabinets during long breaks or at the end of the work day.

B. Employee utilisation of computers

- i. different passwords are used to turn on computers and to access mail boxes and passwords changed frequently;
- ii. computers containing sensitive information are used only by the employees responsible for the management of such information;
- iii. some computers may be assigned to be used collectively but no sensitive personal information is stored in them nor is there access from them to sensitive information stored in the server;
- iv. a record of passwords may be kept by the Executive Director or by a staff member to whom such responsibility is delegated to guarantee access to ABC in case of emergencies or if an employee becomes ill, goes on holidays or takes a leave of absence, or due to any other employee's unexpected absence from work;
- v. appropriate passwords, firewalls and/or encryption are used to protect information accessed from home or transported in laptops, diskettes, CD's, zips or any other portable computer hardware; and
- vi. reasonable efforts are made to keep computers free of viruses, cookies and advertising filters, all of which are used to collect and use personal information without authorisation.

We are asking for your consent to use e-mail and fax machines for the purposes outlined in this consent form. You may withdraw your consent at any time. We will respect your decision, but we may not be able to provide certain services on as timely a basis if we need to use alternate methods for the Correspondence.

If you have a question or concerns about the use of e-mails or fax machines for the Correspondence, please contact:

**Adoption By Choice Ltd.
250- 3115 12 Street NE
Calgary, Alberta T2E 7J2**

**p. 403-245-8854 | f. 403-245-8897
email: calgary@adoptionbychoice.ca**

If you consent to the Correspondence via e-mail and fax, please indicate your consent by signing in the space provided below.

ADOPTION BY CHOICE LTD.

Per: 
Ramone Kindrat, BSW, RSW
Executive Director

CONSENTED on this _____ day of _____ , _____

Applicant 1 - Signature

Applicant 2 – Signature

Applicant 1 – PRINT NAME

Applicant 2 – PRINT NAME

DATE

DATE

Signature of Home Study Facilitator

Date