

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 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.
3. That I/we will provide full and complete disclosure of all information relevant to this process and I/we understand that Adoption By Choice must have this information as part of our application.
4. That Adoption By Choice will use this information to produce a Home Study report. Once approved, I/we will prepare a Birthmother letter and some photographs. These, along with our Home Study Report will be shown to prospective birth parents. I/we understand that Adoption By Choice can not guarantee that these materials will be returned to us but that Adoption By Choice will make every effort to return them to me/us.
5. The Home Study Report and later the Post Placement Report will become part of the package which is filed at the Court of Queen's Bench and subsequently served on the guardians of the child as well as 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.
6. That the Child, Youth and Family Enhancement Act prevents Adoption By Choice from retaining any documents filed at the Court House with respect to our adoption, including our Home Study Report. That Adoption By Choice will provide me/us with a hard copy of our Home Study Report and that I/we should retain it to use in the event that I/we reapply.
7. That Adoption By Choice will only release any of the above material to another person or organization (except those documents described above) with a written request from me/us consenting to such release.
8. That I/we may access our file at any time and review or update the material contained within the file, with the exception of our letters of reference which we may not read.

Applicant 1
Initials

Applicant 2
Initials

B. CONSENT TO CORRESPONDENCE VIA E-MAIL AND FAX

1. In the course of providing adoption services, information is exchanged between Adoption By Choice and various parties. These parties may include, without limitation, one or more of: Alberta Children's Services, the individuals contracted by Adoption By Choice to provide services such as Home Study Reports (the "Contractors") and other third parties, such as client references, who are providing information to Adoption By Choice. This exchange of information will be referred collectively in this consent as the "Correspondence".
2. It is Adoption By Choice'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. Adoption By Choice 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 Adoption By Choice strives 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, Adoption By Choice takes steps to mitigate the risk of unauthorized access to sensitive client personal information that is contained in such Correspondence.
4. Adoption By Choice is asking for your consent to use e-mail and fax machines for the purposes outlined in this consent. You may withdraw your consent at any time. We will respect your decision, but we may be unable to provide certain services on as timely a basis if we need to use alternate methods for the Correspondence.

Applicant 1
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C. THE ADOPTION PROCESS

APPROVAL

1. I/we understand that I/we are entering a two step process with Adoption By Choice. Upon receipt of all the required written material, Adoption By Choice will decide whether or not to work with me/us towards approval. Should Adoption By Choice decide not to work with me/us towards approval, my/our file will be closed by Adoption By Choice.
2. I/we understand that upon completion of the Home Study Report, Adoption By Choice will determine whether or not to approve me/us as adoptive parents.
3. If I/we am/are approved, Adoption By Choice will provide me/us with a certificate.
4. I/we certify that I/we do not have an application for an adoption placement with any other licensed adoption agency in Alberta.
5. If I/we are not approved, I/we understand that this decision is at the discretion of the Program Director of Adoption By Choice, and there is no appeal process. I/we have the right to meet with the Program Director of Adoption By Choice to review the home study to discuss the outcome.

NO GUARANTEE

6. I/we understand that there is no guarantee of ever receiving an adoption placement through Adoption By Choice. I/we realize that birth parents choose the family for their child. However I/we expect that Adoption By Choice will be showing our file to birth parents as often as they can, which I/we understand will depend on the birth parents' specifications of the family desired and my/our specifications of the child desired as described in my/our Home Study Report.
7. I/we understand that the Social, Medical and Family History of the birth parents is in most cases self-reported and that there are risks inherent in this.
8. I/we understand that Adoption By Choice will disclose to me/us all Social, Medical and Family History information that is available about the birth parents at the time of matching and that the decision to proceed is solely my/our responsibility.
9. I/we understand that there are certain medical conditions that are not always detectable at birth, including, but not limited to: Fetal Alcohol Spectrum Disorder, Fetal Drug Effect, mental illness and mental retardation.
10. That at the time of placement I/we will be provided with a medical assessment, completed by a physician, and that some conditions may not be recognizable a birth, even by a medical doctor.

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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
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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