



## SERVICES AGREEMENT

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Names of applicants

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Address

### **Purpose of the Agreement**

We request that Beginnings Counselling and Adoption Services of Ontario, Inc. provide services for us in connection with our adoption application. We understand that Beginnings is a Christian-based agency which supports open adoption concepts.

### **Applicable Legislation**

We understand that Beginnings is an agency licensed by the Ministry of Children and Youth Services to place children for adoption pursuant to the Child & Family Services Act and its Regulations. A licensed agency is required to obtain the Approval of the Director of the Ministry of Children and Youth Services to a proposed adoption before a child may be legally placed for adoption. Thereafter the licensed agency takes responsibility for the placement of the child and the overall management of the adoption up to finalization of the adoption by the courts.

A licensed agency must ensure compliance with the Child and Family Services Act, the legislation governing adoption in Ontario, and its Regulations, and must also take every precaution to ensure that the rights of both the prospective adoptive parents and the birth parents .of the child are protected and the best interest of the child served in the adoption process. The licensee does not act for or represent the adopting parents nor the birth parents, nor the child. The licensee for Beginnings is answerable throughout to the Director of the Ministry of Children and Youth Services, and to the courts. Therefore, in any issue arising between the prospective adopting parents and the birth parents, the licensee must observe a neutral position.

### **Adoption Procedures**

We understand that a home study assessment, written by an approved adoption practitioner, and attendance at an adoption education seminar, is required before an adoption may take place at this agency. We know it is required that we attend an education seminar (either Beginnings or another one approved by the director of Beginnings) which includes a comprehensive training on the concepts open adoption and the importance of ongoing extended family relationships. After attending an education seminar, we will be asked to meet with the agency director before our file is moved from the Registration to the "Active" list and prior to being presented to birth parents. If/when chosen by birth parents to be the

prospective adoptive parents, Beginnings staff will work closely with the adoptive couple's adoption practitioner to ensure a collaborative sharing of information and to coordinate the adoption plan. Your Adoption Practitioner will be asked to review the social and Medical information with you prior to meeting birth parents and will be invited to attend the first meeting.

Once all consents to adoption are valid, that is, the consents have not been withdrawn and the twenty-one day period next following the execution of the consent has expired, Beginnings assumes custody, care and control of the child until the adoption is completed. At the time of adoption placement, Beginnings transfers responsibility to the adoptive parents for the day to day care of the child, until the adoption is legally completed in court at least six months after placement. Beginnings will take responsibility for the completion of all legal work with regards to an adoption.

### **Confidentiality**

Beginnings will hold in strict confidence all the information that you provide, except anything that you agree to in writing, to help facilitate services for you. All information is collected under Beginnings Privacy Policy in accordance with the Federal Privacy Act (PIPEDA). You have a right to view this policy on request.

All parties to the adoption must recognize that all information provided to the licensee or that comes to the attention of the licensee will be utilized and shared with the ministry and the courts in order to safeguard the best interest of the child and to ensure compliance with the provisions of the Child and Family Services Act.

At this time, we understand that Beginnings Counselling & Adoption Services of Ontario, Inc., may communicate with other individuals or institutions in connection with our adoption application, specifically our adoption practitioner, birth parents, a lawyer, or the courts as necessary in order to facilitate the adoption process. We hereby give our written consent to the exchange of the above information.

It is understood that Beginnings is an **Open Adoption Agency**, and that it will be the agency's intent to share full identifying information with all parties unless the safety of parties is contrarily indicated, or at the express insistence of the birth parents. We will encourage on-going contact and direct communication between all parties whenever possible with the best interests of the child as the focus.

### **Financial Arrangements**

We acknowledge that we have been provided with a copy of the Memorandum of Adoptive Applicants, which includes the Penal Provisions of the Child and Family Services Act (Section 175 and Section 176) and with Regulations which set out prescribed expenses of a licensee. We fully understand the restrictions relating to any payments or rewards, in relation to an adoption to birth parents. We undertake that we are and will continue to be in full compliance with the statutory provisions. Specifically, we will not buy meals, clothing, gifts, flowers, or make promises for later gifts to the birth parents.

Fees are charged for the professional services and administration of the adoption process. They are not fees related to the successful completion of an adoption.

Costs may vary depending on the complexity of the adoption and the disbursements involved. The outstanding balance is expected to be paid by the time the adoption is finalized. In order to provide an incentive for timely payment, we will charge interest of 1% per month (12% annually) on the unpaid balance. Families who find the schedule to be a true hardship should contact Beginnings to discuss an exception to our standard policy, prior to signing this agreement.

### **Adoption Reserve Fund**

Through the generosity of our donors and supporters of Beginnings, we have established a special fund to

assist couples who may find 1) the costs of private adoption beyond their means, 2) costs of a particular adoption are extraordinary and are beyond the average costs expected by adoptive couples or 3) financial circumstances of adoptive couples have changed (ie: layoff, job loss, ) which could be a stressor for an adoption already underway. In these circumstances, adoptive couples can apply to our Adoption Reserve Fund to be considered for assistance with their adoption costs. We also can arrange for payments for your adoption costs to be paced over a longer period of time if this would help with your family finances. We do want to make adoption as accessible as possible for couples. We give special consideration to families especially who are willing to parent some of our more needy children with complicated birth circumstances.

Family and friends of adoptive couples on our active list can also donate to this fund to assist in your adoption costs.

NOTE: It is also important to note, that as of 2006, adoption expenses can be submitted to Revenue Canada up to a total of \$10,000 for tax relief of up to \$1600.

### **Clarification of Fee Schedule**

#### Registration Fee

This is for administrative work related to processing a submitted registration.

#### Consultation

A scheduled meeting held usually in the office with the agency director after completing adoption education and a homestudy assessment. Couples will be asked to come in for a consult as needed to fill vacancies on our Active List.

#### Maintenance on Active List

Administrative costs are related to maintaining this database, and on going communication between the agency and the director regarding possible adoption situations, and other communications related to the applicant's status on the Active List. It will be important for the adoptive applicants to let Beginnings know when chosen by another agency. Contact will be by email mostly, so a secure, private email address needs to be provided to the agency for this purpose. A workplace email address is not appropriate in this case.

#### Retainer:

A retainer is required at the time you commit to a specific adoption match with birth parents. This retainer is placed in our trust account and applied to expenses incurred related to your specific adoption.

\* If the adoption process is disrupted at any point after your commitment to it, you are responsible for fees incurred to that point. The balance of your retainer will be returned to you.

A final bill is issued prior to adoption finalization in court, itemizing the balance of the costs.

#### Administration Fees

These flat fees includes the following:

- Preparation of required documents for case files, the Ministry of Children and Youth Services, birth parents, adoptive parents, lawyers, the courts or other government offices
- Liaison with the counsellor for the birth parent and the adoptive parent's private adoption practitioner, birth parents, adoptive parents, Ministry of Children and Youth Services, hospitals and any others involved with respect to adoption referrals and planning

#### Birth Parent Counselling Fees

Beginnings has counsellors who will provide independent services to birth parents. At times, due to distance, it may be necessary to contract with other counsellors to provide this service (these will in most

cases be approved adoption practitioners who live close to the birth parents and who also understand birth parent issues). Beginnings is responsible to ensure that birth parents have counselling available pre and post placement and up until finalization of the adoption as well as independent legal advice prior to executing a formal consent to the adoption of the child. Birth parent counselling may include the birth father, and extended family members to help them make a comprehensive plan for the child. It also includes much-needed counselling after placement to deal with grief, and their new role as a relative of the child but not the legal parents. Birth parent counsellors also provide supervision of infants for whom adoption is planned, until the adoption placement.

We understand and agree that we will be responsible financially for professional services to birth parents matched with us, in addition to our own professional fees

#### Services Provided by own Adoption Practitioner

- Home study Update: This fee is payable directly to your adoption practitioner. A home study update is required whenever the home study is older than two years, or if there have been any changes in your life circumstances. It must be updated within six months for any adoption proposal to the Ministry by your adoption practitioner.
- Supervision of Placement: This fee is charged by your adoption practitioner to Beginnings and then billed back to you. Your adoption practitioner will visit and provide in adjusting to your new role as adoptive parents. Written reports will be provided to Beginnings. Supervision also deals with issues of talking to the child about adoption, as well as with family and friends, and relationships with the birth family and any changes in your family situation during the supervision period.

Administration Fee re Finalization: This flat fee covers additional administrative costs incurred after an adoption placement, and includes liaison with applicant, your adoption practitioner, courts and others as needed.

#### Other Expenses

This fee is variable. It will include legal work required outside of Beginnings such as independent legal advice for birth parents and witnessing of consents. If a birth father's consent cannot be obtained further costs may be incurred related to attempts to find him and added legal Other possible expenses could be the cost of having a birth father served or DNA testing to determine paternity, ads in newspapers, or Locator Agency fees.

#### Foster Care

Beginnings has approved foster care homes, to provide care for infants for a maximum of thirty days, as may be required before adoption plans are completed. Beginnings has two approved foster homes who provide excellent, devoted individual care to a child. The chosen adoptive parents can visit the child in our foster homes while waiting for the particular adoption plan to be approved by the Ministry of Children and Youth Services. In all cases we hope to have the child placed with the adoptive family as soon as we obtain this approval. Adoptive applicants matched with such a child are responsible for all related costs.

#### **Acknowledgments**

Beginnings cannot guarantee that laws pertaining to adoption, or that our specific policies and procedures will not change. However, we will endeavour to keep you informed related to any changes.

1. It is understood that in the situation where applicants come to the Agency with a pre-matched placement, the Agency will still offer the birth parents a choice of families in which to place the child.
2. **This agreement applies to the provision of services to enable an adoption to take place, but**

**does not guarantee an adoption placement.**

**Terms of the Agreement**

This Agreement comes into effect on the date signed by the applicants. It will normally terminate when an adoption is legally completed through Beginnings. It may be revoked by either party prior to this under conditions such as the following:

- The applicants no longer wish to engage with Beginnings as licensee for an adoption, due to a pregnancy, a change in adoption plans or adoption through another source. The applicants will inform Beginnings of any such changes.
- Beginnings may also terminate services if given reason to believe adoption with the applicants would not be in the best interest of a child.

Our signatures signify our understanding and agreement to the terms of this agreement, and the attached fee schedule.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

LOCATION \_\_\_\_\_

Signatures:

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness