

RETAINER AND SERVICE AGREEMENT

BETWEEN

THE CHILDREN'S BRIDGE

AND

****CLIENT****

WHEREAS The Children's Bridge is a federally incorporated, non-profit organization licensed by the province of Ontario to provide consultation and facilitation services to persons who wish to adopt children from *COUNTRY*.

AND WHEREAS ****Client**** hereby retain The Children's Bridge to act as their adoption facilitator for the purposes of adopting a child from *COUNTRY*.

“Facilitate”, with respect to an adoption, means any of the following (according to Section 5 of the Intercountry Adoption Act’s Regulation 200/99: http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_990200_e.htm):

1. Receive an application under section 5 of the Act.
2. Submit a report of an adoption homestudy to a Director.
3. Present a proposal to adopt a particular child to an applicant whose eligibility and suitability to adopt has been approved by a Director.
4. Submit an applicant’s consent or refusal to adopt a particular child to the Central authority of a child’s State of origin, the authority responsible for adoption in the child’s State of origin or a Director.
5. Submit to the Central authority of a child’s State of origin, the authority responsible for adoption in the child’s State of origin or a Director a progress report concerning a child who has been placed for adoption but whose adoption has not been finalized when such a report is requested by the State of origin. O. Reg. 200/99, s. 5.

The Children's Bridge shall provide the following services:

1. To provide ****Client**** with any and all relevant information regarding the processes and requirements necessary to complete an adoption of a child from *COUNTRY*.
2. To assist ****Client**** in the compilation and completion of documentation necessary to give effect to the adoption and/or immigration of the child to Canada.
3. To act as a liaison with the Canadian Federal or Provincial authority that may, from time to time, have jurisdiction over international adoption procedures.
4. To coordinate and arrange for the notarization and translation of all relevant documents that shall be submitted to such ? authorities that may, from time to time, exercise jurisdiction over international adoption procedures.

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5. To coordinate all travel arrangements to and from *COUNTRY* necessary to complete an adoption of a child, determine appropriate travel date, arrange all transportation, travel within *COUNTRY* and provision of guides and translators within *COUNTRY* pertaining to the adoption.
6. To retain such third party services as are necessary to give effect to the facilitation of the adoption. At present, said third party services include travel agencies, couriers, translators, etc.
7. Notwithstanding the third party services provided to The Children's Bridge and ****Client****, the parties acknowledge that the responsibilities and obligations relating to the proposed adoption as determined by the Intercountry Adoption Act of Ontario and the Regulation related thereto are the responsibility of The Children's Bridge.
8. In the unlikely event of the closure of The Children's Bridge, it is the responsibility of The Children's Bridge to ensure that post adoption follow up reporting data is transferred to a practicing licensed agency for completion.

****Client**** shall pay to The Children's Bridge a consultation fee payable as follows:

1. A retainer in the amount of ? plus applicable taxes that is payable upon execution of this retainer agreement. **The parties acknowledge that this retainer is non-refundable.**
2. A Program Development fee of ? plus applicable taxes is payable upon execution of this Retainer Agreement. The parties acknowledge that this fee is non-refundable.
3. A fee of ? plus applicable taxes **per person** to attend The Children's Bridge parenting workshop AdopTALK. Fee is payable upon submission of this retainer agreement.
4. A fee in the amount of ? plus applicable taxes for the Adoption & Parenting Resource Kit payable upon submission of this retainer agreement. This fee will be reduced for those completing more than one adoption.
5. In addition to the fees enumerated herein, ****Client**** shall pay to The Children's Bridge, an administration fee in the amount of ? plus applicable taxes that is for the first year that the file is in process. This fee is payable upon submission of a signed retainer. Once the adoption exceeds one year from retainer date, the administration fee increases to ? plus applicable taxes annually until completion of adoption process. A file is "in process" from the date this retainer is signed by ****Client**** until the date that ****Client**** return to Canada with their child. The increased fee of ? plus applicable taxes is due in full upon receipt of invoice. It is the responsibility of ****Client**** to replenish trust funds immediately upon receipt of an invoice relating to this fee. The administration fee is to defray the costs of the ongoing maintenance of the file during the processing period and may be subject to change upon notice.
 - a. **The above fees, Items 1 – 5 (? tax included), are payable at time of submission of signed Retainer Agreement.**
6. The balance of agency fees and notarization in the amount of ? plus applicable taxes as well as ? for disbursements and authentication is due and payable upon receipt by The Children's Bridge from ****Client**** of the completed dossier ready for submission to *COUNTRY*. **The parties acknowledge that the sum of ? of this fee is non-refundable upon submission of the said dossier to The Children's Bridge. The remaining agency fees, notarization, disbursements and authentication shall become fully non-refundable when the completed dossier is submitted to *COUNTRY* for the purposes of adoption.**
7. An additional third party coordinators disbursements fee of ? plus applicable taxes is payable upon submission of completed country dossier and balance of agency fees. This coordinators fee relates to facilitation and liaison with the DCY, TRCCH and our in-country representative.

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- a. **The above fees, Items 6 – 7 (? tax included), are payable at time of submission of completed *COUNTRY* dossier.**
8. A Post Placement Administration fee in the amount of ? plus applicable taxes is payable upon acceptance of child proposal.
 9. In country fees in the amount of ? (transportation and guide service) are due with proposal acceptance.
 10. A translation and affidavit fee of ? (for translation of birth certificate, house registration, birth parent consents, and Affidavit) is due with proposal acceptance.
 - a. **The above fees, Items 9 - 11 (?), are payable at time of receipt of Interim Trust Statement (received at time of proposal acceptance).**

In addition to the consulting and disbursement fees as enumerated herein, ****Client**** acknowledge additional fees for services and public authority tariffs for the completion of the adoption as enumerated in the attached Estimated Adoption Costs – *COUNTRY*.

THE PARTIES AGREE AS FOLLOWS:

Nature of Retainer

1. ****Client**** shall prepare or cause to be prepared by a duly qualified Adoption Practitioner such post adoption reports as may be required from time to time by the adoption authorities of *COUNTRY* and/or the Ministry of Children and Youth Services of Ontario in accordance with the regulations of the adoption authorities of *COUNTRY* and/or the Ministry of Children and Youth Services of Ontario.
 - a. **All costs relating to the home study completed by an Adoption Practitioner/Social Worker are to be borne by **Client** and are not included in this retainer agreement.**
2. ****Client**** acknowledge that the post placement requirements for *COUNTRY* have been clearly explained by The Children’s Bridge and further acknowledge that regulations are currently in place relating to the initiation and completion of post adoption reports relating to the adoption and agree to fully and completely cooperate with the completion of said reports as required.
3. ****Client**** agree to attend, **in person**, a **mandatory** AdopTALK parenting workshop offered by The Children's Bridge in either Toronto, Ontario or Ottawa, Ontario.
4. During a national holiday, ****Client**** acknowledge that a request for additional monies (rush fee) from ****Client**** may be required to process the document(s) in a timely manner.
5. ****Client**** acknowledge that The Children's Bridge cannot warrant or guarantee fees, expenses and disbursements as charged by Canadian Federal or Provincial Governments or ? governments as estimated in the attached Estimated Adoption Costs - *COUNTRY* will not change prior to the completion of the adoption.
6. ****Client**** acknowledge that an international adoption is a lengthy and uncertain process involving several jurisdictions and authorities both in Canada and abroad over which The Children's Bridge exercises no control or authority. Over the course of an adoption process, procedures, regulations, restrictions, travel requirements and the fees related to same may change beyond the control of The Children's Bridge. These changes may require, not only

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changes in fees to regulatory bodies both in Canada and abroad as well as fees charged by third party service providers, but may increase the costs of The Children's Bridge and necessitate an adjustment to the fees as estimated herein as charged by The Children's Bridge. The Children's Bridge, a non-profit organization, shall exercise its judgment and expertise to facilitate the adoption contemplated by this agreement in a cost effective manner. ****Client**** hereby acknowledge and agree that the fees prescribed herein may be subject to change upon notice to ****Client****.

7. ****Client**** acknowledge that the adoption process of a child from *COUNTRY* is not a standard, repetitive process and may involve delays, unforeseen events or circumstances, and/or increased costs due to factors beyond the control of The Children's Bridge. The Children's Bridge shall utilize its best efforts to minimize such delays or increase in costs to the best of its experience and ability.
8. ****Client**** acknowledge that The Children's Bridge cannot warrant or guarantee the health and safety of your child both before and after the adoption.
9. ****Client**** acknowledge that The Children's Bridge cannot warrant or guarantee your personal health and safety from the time you leave Canada until the time you return to Canada.
10. ****Client**** acknowledge that The Children's Bridge cannot warrant or guarantee the refund of any monies disbursed on behalf of ****Client**** to any third party agency; government or regulatory body both in Canada and *COUNTRY* should the family decline the proposal of a child for any reason.
11. ****Client**** understand that the information about the child's background as contained in the Child Study and other documents that they have or will receive is the only information that The Children's Bridge has, or will receive, concerning the child. The information set out in the Child Study may not be complete, and, even if complete, may not be accurate or predict future physical or developmental problems with the child.
12. ****Client**** also understand that the physical and developmental conditions and abilities of any child proposed for adoption by The Children's Bridge are uncertain and that The Children's Bridge is in no better position to assess the child and predict the child's development than ****Client****.
13. ****Client**** voluntarily assumes the risk of any physical, mental or developmental abnormalities in such child and release The Children's Bridge from all claims related to the child's physical, mental or developmental abilities.
14. ****Client**** acknowledge that they have been afforded the opportunity to seek independent legal advice prior to signing this agreement.
15. The Children's Bridge cannot warrant or guarantee that the policies or procedures of *COUNTRY* or the relevant jurisdiction in Canada shall not change in such as to render the application for adoption as contemplated by this agreement impossible to complete.
16. The Children's Bridge must ensure compliance with the *Intercountry Adoption Act*, being the legislation governing international adoption, and its regulations, and must also take every precaution to ensure that the best interests of the child are served in the adoption process.
17. ****Client**** understands that the ? payable upon execution of this retainer agreement is non-refundable.

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18. ****Client**** shall notify The Children's Bridge and their Adoption Practitioner of any material change in circumstances within their family prior to the finalization of the adoption including, but not limited to changes of residence, marital status, persons residing with the applicants, employment, income, health, pregnancy, the initiation of civil or criminal lawsuits or proceedings or any other matter that may impact on the applicants capacity, willingness or ability to provide and care for the prospective adoptive child.

19. After finalization, ****Client**** agree to apply for the child's Permanent Resident card, complete a legal name change and apply for Canadian citizenship.

The Children's Bridge 12 Month Hold Policy:

Prospective adoptive parents (PAP's) may sometime choose to put their adoption file with The Children's Bridge on hold. If the file is still on hold 12 months after the family initially made the hold request, TCB staff will have a conversation with the family to discuss all possible options and determine whether they are able to move forward with their adoption process. If the prospective adoptive family cannot proceed immediately, their adoption dossier will be closed and the family will be withdrawn from the adoption program, forfeiting their retainer fee and any additional fees already dispersed if their dossier was already in-country at the time they placed it on hold.

The PAP's will be given the option of being placed on a call back list (waiting list) if they choose to do so and if this list is applicable to the adoption program they are in. Because a "hold" means that the spot is closed to other families who may be ready to go ahead with their adoptions plans, it cannot last indefinitely, since TCB's objective is to help as many children as possible find a home. The PAP's are encouraged to review The Children's Bridge Refund Policy which is part of their retainer agreement.

Without limiting the foregoing and to reiterate, ****Client**** acknowledge that The Children's Bridge cannot warrant or guarantee the following:

- a. the length of time required to complete the adoption contemplated by this agreement;
- b. the fees, expenses and disbursements as charged by service providers, Canadian federal or provincial governments as estimated in the attached Estimated Adoption Costs – *COUNTRY* will not change prior to the completion of the adoption;
- c. the health of the child or the health, safety or comfort of the parties and the child while travelling during the adoption process;
- d. the termination of the adoption process due to circumstances beyond the control of The Children's Bridge;
- e. the refund of any monies disbursed on behalf of ****Client**** to any third party agency, government or regulatory body both in Canada and *COUNTRY* should the family decline the proposal of a child for any reason.

DATED at _____ this _____ day of _____, 20__.
(city, town, etc.)

The Children's Bridge

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DATED at _____ this _____ day of _____, 20__.
(city, town, etc.)

Client

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THE CHILDREN'S BRIDGE REFUND POLICY

The Children's Bridge refund policy for the *COUNTRY* adoption program is contained in this "Client Retainer and Service Agreement". Please read this section carefully.

1. The initial retainer fee in the amount of ? + applicable taxes is **non-refundable**.
2. The initial retainer fee in the amount of ? + applicable taxes **may be transferred to another adoption program facilitated by The Children's Bridge** within one year of the date the retainer is executed.
3. A Program Development fee of ? plus applicable taxes paid upon execution of this Retainer Agreement is non-refundable.
4. Fees in the amount of ? + applicable taxes for the Adoption and Parenting Resource Kit may be **transferred** to another adoption program offered by The Children's Bridge if the family has not already received an Adoption and Parenting Resource Kit for the original adoption program.
5. Fees in the amount of ?/per person + applicable taxes relating to our mandatory educational workshop, AdopTALK, may be **transferred** to another adoption program offered by The Children's Bridge if the family has not already attended AdopTALK for the original adoption program.
6. All fees related to facilitation, administration, notarization, authentication and disbursements are for services rendered and are neither refundable nor transferrable **for any reason**.
7. The balance of agency fees and notarization plus applicable taxes as well as fees for disbursements and authentication are payable upon submission of a completed *COUNTRY* dossier to The Children's Bridge.
 - a) The sum of ? + applicable taxes of this fee is **non-refundable** upon submission of the dossier to The Children's Bridge.
 - b) Once the completed dossier has been fully processed and sent to authorities in *COUNTRY* to be registered by The Department of Social Development and Welfare, the parties acknowledge the remaining agency fees and disbursements and authentication are **fully non-refundable**.
8. Post placement administration fees are payable upon acceptance of child proposal. If for any reason the proposed adoption cannot be completed or if the prospective adoptive family must withdraw their acceptance of the child's referral, the full amount of post placement administration fees are **fully refundable**.

****Client****

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Template Letter to Adoptive Applicants

****Client****

[Address]

[Address 2]

[City], ON [Postal Code]

Dear ****Client****:

RE: Licensing Process for International Adoption Agencies

I am writing to provide you with information that is important for you to know about the licensing process for international adoption agencies. All adoptive applicants are asked to review this information and sign it.

Legislative Framework

The Ministry of Children and Youth Services licenses agencies under the *Intercountry Adoption Act 1998* (IAA) to facilitate intercountry adoptions from specific countries. International adoption agencies are private corporations – they do not receive any funding from the Ontario Government. Licenses are reviewed annually. The ministry does not provide direct services.

The IAA provides the legislative framework for intercountry adoptions completed in the child's country of origin. Under the IAA, prospective adoptive applicants are required to work with a ministry-licensed adoption agency to facilitate their adoption from a specific country.

Licensed agencies are required to be registered non-profit corporations with Ontario Ministry of Consumer and Commercial Relations. Agencies are required to facilitate international adoptions in compliance with the legislation and the Ministry Standards and Guidelines for Licensed International Adoption Agencies. Agencies are expected to provide adoption services that focus on the best interest of the child.

The Licensing Process

The Ministry of Children and Youth Services is responsible for licensing international adoption agencies and reviewing their practice on an annual basis. Agencies are required to provide the following information to the ministry for review:

- the qualifications of local and foreign staff related to training, experience and expertise in international adoption,
- the training undertaken by the executive director, program director and/or staff,
- the structure of the corporation including board of directors,
- business operations and staffing,
- demonstrated knowledge of the applicable laws and regulations governing international adoption in Ontario and in the child's country of origin,
- detailed program information for each country for which the agency has a license, and
- an outline of how the agency will manage the international adoption process in each country for which they are licensed.

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Factors for Consideration by Adoptive Applicants

Ontario has some of the most comprehensive adoption licensing requirements in Canada. That said, it is important for adoptive applicants to keep in mind that the *IAA* focuses on agencies, licensed by the ministry, having the capacity to complete adoptions in a safe and appropriate way. Additional factors that adoptive applicants should keep in mind include:

- international adoption agencies are private corporations which are licensed by the ministry to safely facilitate adoptions under the *Intercountry Adoption Act*,
- international adoption agencies are not funded by the Ontario government,
- adoption agencies provide direct service to adoptive applicants and are responsible for all aspects of their own operation,
- adoption agencies are responsible for the financial management of general and trust funds under the direction of their board of directors,
- as non-profit corporations, the agency's board of directors is responsible for the financial health and security of the organization under the *Ontario Corporations Act*, and
- the Ontario Government cannot guarantee the financial viability of licensed adoption agencies.

I/We have read this Letter and have had an opportunity, if requested, to discuss the contents with the adoption agency I/we have contracted with.

Date: _____

Signature _____
Client

Signature _____

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