



The Sample is based on the Korea Agreement.

For all agreements, page 1 will have a summary of the services, the fee and order they are paid.

ADOPTION SERVICE AGREEMENT

Sample

New Beginnings Family and Children's Services, Inc. will provide the following adoption services:

New Beginnings Family and Children's Services, Inc. will provide the following adoption services:

- Present orientation and guidance to the inter-country adoption process and the country adopting through;
- Provide or oversee Home Study services;
- Guide and assist in filing U.S. Citizenship and Immigration Services (CIS) application;
- With the cooperation of Eastern Social Welfare Society, (ESWS), identify a child for adoption and arrange for the placement;
- Receive and present a referral of a child that includes the Child's Background Study;
- Secure the child's legal information to present to USCIS for immigration approval;
- Assist and coordinate travel to Korea for the court approval, placement of the child and child's travel visa;
- Provide or oversee post-adoption services as required by Eastern and your state of residence.

In exchange for the above services, you agree to pay the following:

Korea Adoption	
Application (AFP).	350
New Beginnings' Fee, 1 st part, (due at agreement).	1,500
IAAME Fee, (due at agreement).	500
Program Coordination, 1 st part, (due at home study approval).	2,500
Program Coordination, 2 nd part, (due at acceptance of the referral).	1,500
Foreign Agency Fee, (due at acceptance of the referral).	19,500
New Beginnings' Fee, 2 nd part, (due at submission of Emigration Permission).	3,000
Program Coordination, 3 rd part, (due at submission of EP).	<u>2,500</u>
Total	31,350

Social Services	When Provided by NB
Home Study (due at agreement for families in the service area).	1,700
Post-Adoption Services (due at submission of EP, families in service area); 4 report, 425 per rpt.	1,700

Incidental Expenses: Parent Education Workshops (est. 150); USCIS fees (est. 945); Traveling and in-country expenses for two trips (est. 6,000 - 9,000); Psychological Evaluations, est. 700 to 1,500). A home study update would be required 12 to 18 months after the original home study is approved.

New Beginnings requires a Post-Adoption Commitment letter from your Home Study Agency showing that you have paid all fees for post-adoption services; the letter is required at EP.

WE/I _____
HAVE READ THE ADOPTION AGREEMENT THAT INCLUDES THE ADOPTION SERVICE AGREEMENT, TERMS AND CONDITIONS, ASSESSMENT OF RISK, THE ADOPTION EXPENSE DISCLOSURE AND THE FEE ADJUSTMENT POLICY AND AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN EACH.

Date signed

Signature by Prospective Adoptive Parent

Date signed

Signature by Prospective Adoptive Parent

Please Initial Each Page Where Indicated.

Most Terms and Conditions are the same for all programs and services. Modifications are made for different foreign provider or a unique circumstance in the services. The Terms and Conditions for Home Study Services Only are more limited. The Placing Agency would present the more comprehensive terms for services.

TERMS AND CONDITIONS

1. **One Year.** The Applicant must have completed the home study and be ready for a referral within one year of signing the Adoption Agreement. If not, a new agreement, with payment, may be required to ensure the Applicant intends to proceed with the adoption. After your home study is completed, if the process is on hold, or there is no meaningful client activity for over a year, New Beginnings (NB) can request a new agreement, with payment, to ensure the Applicant intends to proceed with the adoption.
2. **New Beginnings' Fee.** In addition to the adoption services provided, the fees represent the cost of personnel and training as well as overhead such as rent, insurance, equipment, accreditations and licensing, communications, and other operational expenses. NB may also use fees for program development or other humanitarian aid projects at its discretion. The applicant agrees to pay the expenses according to the terms described in the Adoption Expense Disclosure. The Applicant will not advance to the next step of the process until all scheduled fees are paid in full. The fees provided are stable and reliable and will remain as quoted in the Expense Disclosure. However, fees for services may be subject to change if unexpected complications arise during the adoption process. NB will notify the applicant of any change in its fees. Fees by foreign or cooperating agencies may be increased without prior warning.
3. **Best Practice.** NB strives to ensure that inter-country adoptions are in the best interests of children and seeks to prevent the sale, exploitation, abduction, or trafficking of children. Any practice that consists of, or is related to, payment for a child or as an inducement to release a child for adoption is strictly forbidden. NB does not compensate any individual providing adoption services with an incentive fee or fee contingent on each child located for adoption. NB's employees, coordinators, and prospective adoptive parents are prohibited from giving money, gifts, bribes or other consideration directly or indirectly to any person or entity, including any biological relative or caregiver of a child, as payment for a child or as an inducement to release a child for purposes of adoption.
4. **Payments to New Beginnings.** Unless otherwise indicated, payments are due when billed. If a payment is more than 60 days late, NB can suspend services. If a payment is more than 90 days late, it is a breach of the agreement and NB can terminate services
5. **Release.** As part of the adoption process, the Applicant consents to the release of extensive personal and background information required for the home study and the foreign country. The Applicant permits the agency to contact references and family members if needed. If requested by NB, the Applicants will sign a release to permit the agency to speak with their Doctor(s), Counselor(s), Psychiatrist(s), Psychologist(s), Social Service Agency(s), Financial Institution(s), Employer(s), and Clergy. NB may require the Applicant to obtain independent evaluations, counseling or treatment as part of the home study or the adoption process.
6. **Confidentiality.** All NB records concerning adoption shall be treated as confidential. Only staff and persons authorized by the regulatory government agencies would have access to such records. Identifying information would not be given to other agencies, natural parents, adoptive parents or other individuals unless authorized by the persons concerned or as ordered by the proper court. Non-identifying information will be made available to all concerned.
7. **Full Disclosure.** The applicant is required to fully disclose throughout the adoption process information pertaining to current or past medical treatment, counseling, substance abuse, child maltreatment, violation of laws, arrests, financial status, all previous home studies or home studies that were initiated but not concluded, or other relevant aspects of family background. Providing misinformation or withholding information can be grounds for terminating the adoption process. Clearances and information on other persons living in the home can be required.
8. **Change of Circumstance.** The Applicant must notify NB immediately if there is a change of circumstance that may affect your status with NB, the Placing Agency, USCIS or the country of adoption. This includes but is not limited to pregnancy, concurrent placements, change in residence, change in employment, change in medical condition, change in emotional or mental health, significant change in financial security, arrest, allegation of child abuse, legal action filed by or against you, changes in marital status, difficulties in your marital relationship or relationship with a significant other, addition of a person into your home or death or departure of anyone residing in your home.
9. **Social Services.** For Applicants residing in a state NB is licensed, NB will conduct the home study and post-adoption or post-placement services. If the Applicant resides outside of NB's service area, the Applicant, in cooperation with NB, must select another agency to conduct direct social services. The Applicant understands and consents to the professional exchange of their information between NB and the home study agency.
10. **Approval.** The Applicant understands that the home study may not be approved. Moreover, NB's approval does not guarantee approval by other independent parties in the adoption process. Upon the approval of the home study, the agency will prepare or cause to prepare a dossier to present to the cooperating agency or foreign agency for their consideration of Applicant. NB will provide the approved home study to US Citizen and Immigration Services (USCIS) for their consideration of the Applicant.

11. **Denial.** If NB denies the Applicant, NB shall furnish a written statement setting forth its reasons. The applicant shall have the opportunity to discuss the decision with the Director of Social Services. The Applicant has the right to an administrative fair hearing. If NB denies an Applicant based in part on an indicated child abuse or maltreatment report, the applicant has a right to a fair hearing regarding the indicated report. The request must be made within 90 days of the receipt of the written notice of rejection.
12. **USCIS Approval.** The Applicant agrees to monitor the date of their USCIS expiration and apply for renewal 90 days before the expiration. In addition, the Applicant's fingerprints must be current to secure the child's visa. Failure to timely renew may result in the Applicants having to re-apply to USCIS, or could cause a delay in the child's visa.
13. **Child's Background Study.** For the referral of a child (sometimes called the assignment), NB will be present the child's background study to the Applicant for consideration of the adoptive placement. Eastern Social Welfare Society makes the referral. In doing so, Eastern provides the child's background information and arranges other adoption services. NB is not authorized to conduct an independent investigation, assessment, or evaluation of any child; however, NB will request additional information from Eastern on the applicant's behalf or if essential information is missing. It is to be expressly understood that NB cannot represent nor guarantee the accuracy of the information provided.
14. **Contact with ESWS.** The Applicant agrees not to contact directly or through a third party, Eastern, the Korean authorities, the child, the foster parents, or the caregiver(s) without the express written consent of NB.
15. **The "Child's Information."** The Applicant agrees that the information provided on the child is the child's information. His or her information is private and to be respected. The Applicant agrees not to publish photos, names, identifying information or personal information on referred children by or through electronic or print media, unless password-protected, until after an adoption certificate is issued. Until the adoption certificate is issued, the applicant has no legal relationship with the child.
16. **Post-Adoption, Post Placement Supervision.** For states in which NB is licensed, NB will provide the Post-Adoption or Post Placement Supervision required by NB, the state of residence and the foreign country. For families living outside of NB's service area, the family agrees to comply with the requirements of NB, the home study agency, their state of residence, and the foreign country. (Post-adoption services are done when the adoption is finalized in the child's country of birth. Post-placement is when the Applicant finalizes the adoption in their state of residence.)
17. **Notify.** If there is a difficulty with the adoption, the adoptive parent(s) must notify NB. NB will provide additional support, including but not limited to additional home visits and direct counseling. NB will recommend independent adoption consultants, therapists, psychological services, medical services, financial services, or developmental and educational services. NB will request waivers to speak directly with persons involved or assisting the family. If the family is currently working with any independent professionals, NB will seek the waiver to speak with them. If needed, NB will offer respite care. NB reserves the right to charge the adoptive family fees for such services.
18. **Disruption/Dissolution.** If, after counseling and due consideration, it is decided that it is in the best interest of the child for the adoption to be dissolved, it is understood and agreed that NB will find or help find a replacement family for the child. AT NO TIME is the adoption to be dissolved or the child placed in the care of another family without having first contacted NB to notify them there were difficulties with the adoption and only with NB's cooperation in the dissolution decision and process. If the adoption has not been finalized, it would be a DISRUPTION. In a disruption, NB will assume custody and provide or facilitate the provision of childcare or any other social service pending an alternative placement. If the adoption has been finalized, it would be DISSOLUTION. In a dissolution, NB would assist in the legal termination of the adoption. In a Disruption or Dissolution, the Adoptive Parent agrees to be financially responsible for the care of the child and **will provide all maintenance and support for the child** until another adoptive placement is arranged and a permanent home is secure. Maintenance and support would include but is not limited to the child's medical, dental and psychological needs, the continuation of services and schools, clothing and supplies, and paying for respite care or other provisions until there is another placement or permanency arrangement. If respite care or foster care is required, the Adoptive Parent must pay for this, including fees associated with NB's supervision of the care.
19. **Under No Circumstance** is the Adoptive Parent permitted to return a child to his or her country of origin without the express authority of NB and the Central Authority or the Foreign Service Provider of the country of origin. If a child is to be returned to his or her country of origin, the Adoptive Parent is responsible for arranging the return, the child's safety and travel expenses. UNDER NO CIRCUMSTANCES IS THE ADOPTIVE PARENT TO FIND A RE-PLACEMENT FAMILY AND DISSOLVE THE ADOPTION ON THEIR OWN.
20. **Respect in Communication.** NB's staff and the Applicant have a shared responsibility to treat each other with respect in all communications. NB will consider the Applicant's request or concern but will not tolerate the making demands or communications in an aggressive or disrespectful manner. All Applicants can express any concern or dissatisfaction they have with NB or the adoption process. (See Grievance and Complaint Policy, next page.)
21. **Withdraw and Discontinue.** The Applicant is free to withdraw at any point in the process prior to the placement of a child. The Applicant **must** notify their intention in writing to NB. NB has the right to discontinue its services when it

uncovers reason which may lead the agency to believe that continuing the adoption process is inadvisable because it is not in the best interest of a child to be placed in the applicant's home or the Applicant has breached the agreement.

22. **Travel.** In the event that foreign travel is required, WE, THE UNDERSIGNED, UNDERSTAND AND EXPRESSLY ASSUME ALL RISKS OF LIABILITY FOR INJURY OR DAMAGES TO OUR PERSONS OR PROPERTY DURING THE TRIP. THE UNDERSIGNED WAIVES ALL CLAIMS ARISING OUT OF THE TRIP, WHETHER CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, AND WHETHER FOR BODILY INJURY, PROPERTY DAMAGE OR LOSS OR OTHERWISE, WHICH WE MAY HAVE AGAINST NEW BEGINNINGS FAMILY AND CHILDREN'S SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS, AND THEIR HEIRS, EXECUTORS AND ADMINISTRATORS. It is the applicant's responsibility to consult with your health care provider or the Center for Disease Control about vaccinations, or other travel precautions, before travel.
23. **Hold Harmless.** The Party clearly understands that New Beginnings and Eastern Social Welfare Society would not knowingly place a child having medical, emotional, or mental problems without the Party's informed consent, the applicant understands and assumes the risk that after the placement of a child, he or she could later turn out to have a previously undetected or undiagnosed medical condition or emotional problem. Furthermore, the applicant understands that neither New Beginnings nor persons in Korea can guarantee the future medical condition of this child. THEREFORE, WE AGREE NOT TO HOLD NEW BEGINNINGS OR ANY OF ITS REPRESENTATIVES RESPONSIBLE FOR ANY MEDICAL CONDITIONS THAT MIGHT DEVELOP OR BE DISCOVERED IN THE FUTURE. WE AGREE TO INDEMNIFY AND HOLD HARMLESS NEW BEGINNINGS FAMILY AND CHILDREN SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS, AND THEIR HEIRS, EXECUTORS, AND ADMINISTRATORS FROM PROBLEMS OR LIABILITY RESULTING FROM THE CHILD'S MEDICAL CONDITION.
24. **Entire Agreement.** This Adoption Agreement contains the entire agreement of the parties concerning the adoption services to be provided and supersedes any and all prior agreements the parties had between them.
25. **Venue.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. ANY CLAIM ASSERTED BY OR AGAINST THE PARTIES TO THIS AGREEMENT SHALL BE HEARD OR DETERMINED IN THE SUPREME COURT IN THE COUNTY OF NASSAU, IN THE STATE OF NEW YORK, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK. THESE ARE THE EXCLUSIVE AND ONLY FORUMS TO BE UTILIZED FOR CLAIMS BY OR AGAINST THE PARTIES TO THIS AGREEMENT.

Grievance and Complaint Policy

It is New Beginnings' goal to provide the highest quality service. As part of the commitment, New Beginnings would like to ensure that all clients have the opportunity to express any concerns and to work together to resolve any potential dissatisfaction. The intent of this policy is to provide all clients with a means of communicating concerns to administration and to ensure that we work together to satisfactorily resolve them in a timely manner.

Steps to Take:

1. Speak with your case worker or program coordinator regarding the services or activity in question. Together agree to a resolution. Set a follow up date to discuss the resolution or to indicate that you would like to speak with the Director of Social Services.
2. If the concern is not satisfactorily resolved, you then should speak with the Director of Social Services. A meeting will be scheduled as soon as possible to discuss the matter with the purpose of resolving your grievance. We suggest that it be a formal meeting, in person if possible.
3. If there is still no resolution, you can then, either request a meeting with the Executive Director or submit a written complaint to the attention of the Executive Director. Include as much detail as possible and suggested remedies. Please note that once a written complaint is submitted, New Beginnings is required to notify the US State Department and Council on Accreditation.

30 Days to Respond. The Adoption Committee shall investigate the facts and circumstances of the written complaint. The Adoption Committee must respond in writing within thirty days of receipt. If the complaint involves a time-sensitive matter or alleges fraud, the Committee will expedite the response to 14 days.

Formal Complaint. If the response of the Adoption Committee is unsatisfactory, Clients may then file a Formal Complaint with the U.S Department of State's "Hague Complaint Registry" at

http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php. A Formal Complaint can also be filed with the state licensing authority in your state of residence.

Complaints Will Not be Discouraged. New Beginnings will not discourage or retaliate against a Client for stating a grievance or making a complaint. Retaliation may be construed by the following actions:

- Failure to provide normal services within a timely manner on the Client's case.
- Termination of Services to the Client, except in accordance with New Beginnings' Adoptive Parent's Rights found in the *International Adoption Programs and Information* or breaches of the terms of the Adoption Service Agreement.
- If an unfavorable home study or post-adoption report is made on the Client, a higher level of scrutiny will be imposed upon such a report.

A Client is the birth parent, prospective adoptive parent, adoptive parent, or adoptee who has received or is currently receiving services from New Beginnings.

ASSESSMENT OF RISK

Our goal at New Beginnings Family and Children Services is for the successful completion of an adoption with every applicant. This occurs the majority of the time; however, there are those rare occasions when this is not the case. Those risks include a lost referral, undiscovered or undiagnosed medical or emotional conditions, suspension or changes to the program selected or a denial following the initial home study approval. New Beginnings works to minimize the risks and we are, by and large, successful.

- **Lost Referral.** A lost referral happens when new facts or information becomes available, making it difficult or impossible for the child to be placed. Information on the child will continue to come forward before the adoption. If it indicates the child has more significant medical or emotional needs than the family has not been approved for or would choose to accept, the referral could be declined.

A referral may be lost because there is a change in the legal status of a child, making him or her unavailable for adoption. Although rare, some reasons for this would be an error in the child's legal documents, or a biological parent or extend family member objects to the child being adopted internationally.

Lost referrals are uncommon, but when they happen, New Beginnings will counsel the family through the grief. In most situations, there will be another assignment for consideration.

- **Program Suspension or Changes:** Changes in international adoption do happen. The foreign country, the U.S Department of State, or New Beginnings may decide that an adoption program will be suspended, or requirements will be changed. If there is a likelihood a program will close or there are pending changes that could result in excluding your application, New Beginnings will work with you to determine the best course of action. There is usually a period of uncertainty while facts are sorted out and options become available. Some time and patience will be needed.
- **Undiscoverable or Undetected Medical or Emotional Conditions:** Some medical or emotional problems are *undiscoverable* at the time the child is placed for adoption. Regrettably, some otherwise healthy children later become ill or sick, or emotional problems can later develop or manifest themselves with age. This risk cannot be avoided.

Some medical or emotional problems do go *undetected* until after the child is home. You can lessen this risk of an undetected medical or emotional problem by using an independent medical professional who specializes in international adoption. He or she will review the assignment information and assist you in deciding on the child's medical and emotional health. If there is a concern, when a medical specialist in international adoption makes the request, supplemental information is usually available.

- **Denial After the Home Study is Approved:** USCIS, the Central Authority, or possibly a judge, orphanage director, or the child all can make an independent determination regarding the adoption. An undisclosed arrest will be discovered by USCIS and could lead to their denial. Moreover, an arrest, a medical problem or limited finances though approved by New Beginnings, could be unacceptable by another authority in the process. New Beginnings minimizes this risk by considers other standards and sensibilities, and, when possible, we seek pre-approval for an applicant when there is a concern.

If throughout the adoption process new information comes to light, such as, but not limited to, an arrest, loss of employment or income, allegation of abuse, failing to disclose vital information or a change of circumstance, anger or stress management, emotional maturity, capacity for affection, marital difficulty and mental stability are some areas that could cause the initial approval to be reevaluated.

- **In Conclusion:** New Beginnings tries to minimize the risk where possible. The risks of undiscovered or undiagnosed medical problems are, by definition, difficult to reduce. However, we seek to obtain quality information on the child, and if there is any concern, seek the help of a specialist.

Just as everyone wants a complete assessment of the child, it is expected for the adopting family as well. Families need to be honest and disclose their information. Realize that you are being approved to adopt a child. It is the child's best interest that is being served and protected. Respect the process, conduct yourself with kindness and grace, and the adoption process will be a more enjoyable and enriching experience.

WE HAVE READ THE ABOVE STATEMENT FULLY AND CAREFULLY. BY OUR INITIALS BELOW, WE ACKNOWLEDGE THAT WE FULLY UNDERSTAND AND ACCEPT THE ABOVE RISKS DESCRIBED THEREIN, AND INTEND TO PROCEED IN OUR APPLICATION FOR INTERNATIONAL ADOPTION WITH NEW BEGINNINGS KNOWING THESE RISKS.

ADOPTION EXPENSES DISCLOSURE

Korea

Agency Fees

Application (AFP)	Due with Application	350
New Beginnings' Fee, two parts:	Due with Agreement	1,500
	Due at Submission of Emigration Permission, (EP)	3,000
IAAME Fee	Due with Agreement	500
Total Agency Fees		\$5,350

Korean Program Fee

Program Coordination, three parts:	Due at home study approval	2,500
	Due at acceptance of the referral	1,500
	Due at Submission of EP	2,500
Foreign Agency Fee and Donation	Due at acceptance of the referral	19,500
Total Korean Program Fees		\$26,000

Third Party Expenses

USCIS Expenses I-600A filing fee, \$775; fingerprints, \$85 per adult in home.	945	
Psychological Evaluation required for home study.	700 to 1,000	
Parent Education Workshops On-line workshops with Adoption Learning Partners.	150	
Travel and Overseas Expenses Est. expenses for air travel, hotel, meals, finalization, and visa.	6,000 to 9,000	
Total Incidental and Other Expenses		\$7,795 to 11,095

New Beginnings' Social Services (New Beginnings does the home study and post-adoption services for families living in our service area of NY, NJ, PA or FL. Families that live outside our service area will use a local home study provider.)

Home Study	Due with Agreement	1,700
Post-Adoption	\$425 for each report; minimum four reports are needed. Due at Submission of EP	1,700
Total New Beginnings' Social Services		\$3,400

Summary of Korean Fees and Expenses (Totals taken from above)

Total Agency Fees	5,350
Total Korean Program Fees	26,000
Total Adoption Fees	\$31,350
Incidental and Other Expenses	7,795 to 11,095
New Beginning's Home Study Services, if applicable	3,400
Final Adoption Cost	\$42,545 to 45,845

For qualified families, the Adoption Tax Credit can reduce the cost of the adoption by as much as \$13,600.

Description of Services

New Beginnings' Services: Agency fees are for personnel cost, administrative overhead, and operational expenses. For orientation and guidance to the inter-country adoption process and the country of Korea. Coordinating the adoption process including conducting or supervising home study services, parent education including child-specific education, assisting in filing U.S. Citizenship and Immigration Services (CIS) applications, providing pre- and post-adoption support.

Program Coordination: Fee for program sponsorship and development; including compiling and presenting the dossier to ESWS, working with ESWS to identify a child and arranging for an adoption; receiving a referral of a child that includes the Child's Background Study; securing the child's legal information to present to USCIS for immigration approval; filing the documents in Korea for court approval and emigration permission, establishing the itineraries while the family is abroad for the adoption hearing, the placement of the child and the child's travel visa.

IAAME: Pass through to Intercountry Adoption Accreditation and Maintenance Entity, Inc. is the accrediting entity for the Hague Convention. This fee is for monitoring and oversight of adoption service providers. The fee is 500 per child to be adopted.

Foreign Agency: Pass through to ESWS for childcare expenses before the adoption, identifying a child available for adoption, securing the necessary terminate parental rights, providing the background study on the child, arranging for the finalization of the adoption and the immigration of the child.

FEES FOR OTHER SERVICES

Home Study Update, Minor Changes	450
A home visit for a Minor Change of Circumstances such as a change in residency, a change in employment that does not substantially reduce income, positive and neutral changes in finances, minor changes in physical health or medications. A home visit to update the Home Study for USCIS for the one-time free extension or to keep the home study current. To respond to a USCIS Request for Evidence (RFE) to make edits or additions to the home study.	
Supplemental Home Study Services	900
Major Changes of Circumstances such as loss of employment or financial security, arrest, allegation of child abuse, change in medical condition, changes in emotional or mental health, pregnancy, difficulty in marital relationship or with significant other, accusation of impropriety or New Beginnings concerns about the prospective adoptive parents' capacity to raise an adoptive child. Supplemental Home Study Service may be required if there is a failure to disclose critical information for the initial home study, or in response to an RFE on the prospective adoptive parents' capacity to adopt or undisclosed criminal history.	
Home Study Review, (for families who do not live in our service area)	no fee
For supervising a cooperating agency that is conducting the Home Study. There is no fee for overseeing another agency's post-adoption reports. We do require a Post-Adoption Commitment letter from your Home Study Agency showing that all fees for post-adoption services have been paid.	
Returning Family Home Study	1,300
For families who had a home study previously done by NBFCS and is beginning another adoption process. The standard home study fee is not due.	
Suggested Donation to ESWS	100 to 1,000
During the family's second trip to Korea, some donation to ESWS would be appropriate. In addition, look to support the work ESWS does for years to come. They are a remarkable agency. Make them a part of your annual charitable contributions.	
Accelerated Services	500
Accelerated services are those that require completion in less than six weeks. Failing to provide a clearance request or other necessary information promptly could also result in accelerated services. Although New Beginnings will make all reasonable efforts to complete the service in the required time, there can be no assurance the shortened time frame can be met.	
Exceeds Routine Services	
In the event services are requested or required that Exceed Routine Services, New Beginnings reserves the right to charge for such services.	
<ul style="list-style-type: none">• Preparing or helping to prepare documents for a <u>response to an RFE or NOID</u>, est. fee \$700 to \$1,000;• Having to make <u>unanticipated efforts to receive information or documentation</u> from the client, home study agency, the foreign provider (including a request to supplement or correct the child's legal documents), or other person involved in the process, est. fee \$500 to \$1,000.• For additional clearances, documentation, and interviews for extended family members or other persons living in the home, \$300 to \$700.• For finalization that requires filing by NB, \$200 to \$600. If a court appearance is requested for a representative of New Beginnings, \$300/day (as well as mileage and incidental expenses).• In the event the adoption is in crisis, New Beginnings can charge for additional services including extra post-adoption reports, counseling, respite care or attorney services to secure consents, Interstate Compact approvals, etc.• Copying fee may be charged if duplicate documents are requested and not received or incorrectly copied, \$.50/copy.	
Miscellaneous	
NBFCS social worker to visit home (0.55 per mile) and for tolls, parking or other common carrier(s). Credit card payments over 500 are subject to a 3% convenience fee. Express mailing is billed separately.	
Items You Should Not Pay	
New Beginning has disclosed all routine expenses and cost for adoption services. Payments are made to New Beginnings, the home study agency, USCIS, and the US Embassy in the country. If payments are made to the cooperating agency, the fee or payment is disclosed. <u>There are no "unofficial" adoption fees. Do not make or offer to make payments beyond what is disclosed without consulting New Beginnings. Do not make or offer to make donations before the placement of the child. Do not make or offer to make any payments to anyone to induce the relinquishment of a child. Do not pay additional fees to expedite the process abroad. Payments to any third party in the adoption process should be reasonable and in proportion to standards in the country.</u>	

REFUND POLICY

New Beginnings provides limited refunds. When a refund is available, the amount is 50%. The refund is available for a period of time or until a significant step in the process has been reached, as determined below, after which the refund is not available. A refund would not be available if the client breaches the contract or fails to follow policies and procedures.

What follows are the refund policies for various fees.

Application fee of \$350.00 is non-refundable.

Home Study fee is 50% refundable if the request is made prior to social worker conducting an interview or within 120 days of contract, whichever is first. *Home Study Update fee* is 50% refundable if the request is made prior to social worker conducting an interview or within 60 days of payment.

First Portion of the New Beginnings' fee is 50% refundable if the request is made prior to social worker conducting an interview or within 120 days of contract, whichever is first. There is no refund after this point.

Second Portion of the New Beginnings' Fee is 50% refundable if the request is prior to the placement of the child or your trip to the foreign country for placement, whichever is first.

Foreign/Cooperating Agency fee and Application and Processing fee are generally non-refundable. These are not our fees to refund. We will petition the foreign/cooperating agency for a refund on your behalf if the circumstances justify.

First Portion of the Program fee is 50% refundable if prior to the presentation of a referral. There is no refund after this point.

Second Portion of the Program fee is 50% refundable if prior to the submission for Emigration Approval. There is no refund after this point.

Third Portion of the Program fee is 50% refundable if the request is prior to the placement of the child or your trip to the foreign country for placement, whichever is first.

Post-Adoption Service fee is refundable if a child is not placed, or New Beginnings selects to not perform the services. Otherwise, fees are non-refundable.

IAAME fee is non-refundable.

Legalization Expenses (amounts vary) are non-refundable. This is not a fee, but reimbursement of costs connected to the adoption process. This is used to prepare the documents to present to the foreign country for adoption or documents needed for travel.

Additional Expenses While Abroad and Other Costs Paid in Connection to the Adoption are non-refundable, nor does New Beginnings reimburse. These are not New Beginnings' fees. New Beginnings tries to accurately estimate expenses in connection to travel. However, there are too many intangibles to perfectly forecast these expenses. Furthermore, unexpected circumstances may occur while abroad that requires additional funds. An applicant should recognize that anything from a glitch to a natural disaster might happen while you are abroad. New Beginnings does not reimburse these fees regardless of the circumstances. Next, there are many fees either paid directly to other entities or through New Beginnings to other entities on your behalf. For example USCIS fees, VISA fees, airline tickets, hotels are all paid in connection to the adoption. New Beginnings does not reimburse these fees regardless of the circumstances.

60 Days All returns of funds to which the client is entitled shall be made within sixty days from the completion of the delivery of services.

The Service Plans are program or service specific. Below are the service plans where we have a program. As the Primary Provider for adoption where we do not have a program, the services plan will need to be tailored for the unique requirements of the country.

SERVICE PLAN KOREA

Eastern Social Welfare Society (ESWS) initially identifies children available for adoption. Seoul Family Court makes the determination that a child is available for adoption and arranges for the adoption in Korea. The Ministry of Health and Welfare approves the child for emigration.

ESWS is responsible for the social services and secures the initial termination of parental rights, (usually birth mother's surrender). The Seoul Family Court confirms the relinquishment, and with the birth mother's consent that the child will be adopted and immigrate to the U.S.

ESWS performs the background study on the child. The background study is verified by New Beginnings.

New Beginnings performs or supervises the home study on the prospective adoptive parent.

The Ministry of Health and Welfare makes a non-judicial determination on the best interest of the child and the appropriateness of the adoptive placement for the child. After review, they issue their Emigration Permission for the child.

Once a child is placed, ESWS monitors and approves the adoption to proceed to finalization. Finalization is granted by the Seoul Family Court in Korea.

In the event of a disruption, that is the family does not wish to finalize the adoption after the child has been placed with them in Korea, ESWS would assume custody, provide childcare and other social services pending an alternative placement.

SERVICE PLAN THAILAND

In the first instance, the Thai Red Cross Children's Home (TRCCH) or the Pattaya Orphanage identifies children to be matched with the family. Thailand's Central Authority, Child Adoption Center (CAC), and then identifies the child as available for adoption and immigration. New Beginnings arranges for the adoption in the United States.

TRCCH or Pattaya, both government-approved agencies, are responsible for securing the necessary consent to terminate parental rights and adopt. New Beginnings' verifies the consent.

TRCCH or Pattaya performs the background study on the child. New Beginning verifies the background study.

New Beginnings performs the home study on the prospective adoptive parent. In the event the family does not reside in a state that New Beginnings is licensed, New Beginnings can supervise the home study done by a local, licensed agency.

CAC makes non-judicial termination on the best interest of the child and the appropriateness of the adoptive placement for the child.

Once a child is placed, New Beginnings monitors and approves the adoption for finalization. The placement period, that is the time between the placement of the child and finalization of the adoption, is usually 6 to 9 months in this program. In the event the family does not reside in a state that New Beginnings is licensed, New Beginnings can supervise monitors and approves the adoption for finalization done by a local, licensed agency.

In the event of a disruption, that is the family does not wish to finalize the adoption after the child has been placed, New Beginnings will assume custody, provide childcare and other social services pending an alternative placement.

SERVICE PLAN CHINA

China Center for Children's Welfare and Adoption (CCCWA) identifies children available for adoption, matches the child for the family and arranges for the finalized adoption.

CCCWA, a governmental entity, is responsible for securing the necessary consent to terminate parental rights and adopt.

CCCWA is responsible for the background study on the child.

New Beginnings performs the home study on the prospective adoptive parents in states where New Beginnings is authorized. In the event the family does not reside in a state that New Beginnings is licensed, New Beginnings will supervise the home study done by a local, licensed agency.

CCCWA makes a non-judicial determination on the best interest of the child and the appropriateness of the adoptive placement for the child.

Once a child is placed, CCCWA monitors and approves the adoption for finalization.

In the event of a disruption, that is the family does not wish to finalize the adoption after the child has been placed, CCCWA will assume custody, provide childcare and other social services pending an alternative placement.

SERVICE PLAN MOROCCO

The Court of Minors identifies a child for adoption, the orphanage arranges for the adoption, NB facilitator helps coordinate the process.

The Court of Minors secures the termination of parental rights or abandonment and to the adoption.

The orphanage is responsible for the background study on the child; New Beginnings verifies the background study. Families are provided with an opportunity to have an independent evaluation.

New Beginnings performs the home study on the prospective adoptive parents in states where New Beginnings is authorized. In the event the family does not reside in a state that New Beginnings is licensed, New Beginnings will supervise the home study done by a local, licensed agency.

The orphanage providing the placement makes the determination of the best interest of the child and the appropriateness of an adoptive placement for the child. In the alternative, New Beginnings may make this determination.

New Beginnings will monitor the adoptive placement until finalization.

New Beginnings will assume custody; provide childcare and other social services pending an alternative placement.

DISCLOSURES

FAIR HEARING If the adoptive parent applicant is rejected or not been acted upon within six months of filing by the completion of an adoption study, he or she may request a State administrative hearing. The hearing must be requested within 60 days after the date of rejection or failure to act.

At such hearing, the applicant will have the right to counsel, or other representative, to produce witnesses and other evidence on his or her behalf. The applicant will be permitted to request the issuance of subpoenas, to cross-examine witnesses, and to examine all the evidence presented against the applicant. If you wish a hearing, address your request to:

New York State Office of Children and Family Services, Special Hearings
52 Washington Street, Room 322 North
Rensselaer, New York 12144

Social Service Law 424-a requires the authorized agency receiving the application to check the New York State Registration of Child Abuse and Maltreatment to determine whether the applicant is the subject of an indicated report of child abuse and maltreatment. If the applicant does not reside in New York State, the applicant will be subject to a child abuse registry check in the state he or she resides.

Social Service Law 378-a requires the authorized agency to complete a criminal history record check for a prospective adoptive parent or any other person over the age of 18 who is currently residing in the home. If the applicant does not reside in New York State, the applicant may be subject to a criminal history record check in the state he or she resides.

Non-Discrimination in Services. Admissions, the provision of services, and referrals of clients shall be made without regard to race, color, religious creed, disability, ancestry, national origin (including limited English proficiency), age, or sex.

Program services shall be made accessible to eligible persons with disabilities through the most practical and economically feasible methods available. These methods include, but are not limited to, equipment redesign, the provision of aides, and the use of alternative service delivery locations. Structural modifications shall be considered only as a last resort among available methods.

Any client, adoptive parent or applicant who believes they have been discriminated against, may file a complaint of discrimination with the US Department of Health and Human Services or your state's Human Relations Commission.

Rights and Responsibilities for New Jersey, N.J.A.C. 3A:50, Manual of Requirements of Adoption Agencies

- New Beginnings is required to be certified by the New Jersey Department of Children and Families, (DCF);
- New Beginnings is required by law to comply with all applicable requirements of N.J.A.C. 3A:50;
- Upon request, New Beginnings will provide a copy of N.J.A.C. 3A:50 or a copy will be provided by the DCF Office of Licensing.
- If any parent believes or suspects that the New Beginnings is in violation of any requirements of N.J.A.C. 3A:50, he or she may report such alleged violations to the Office of Licensing;
- When so requested by parents of children served by New Beginnings, the agency will make available for review the Office of Licensing's certification records and any Inspection or Violation Reports, except for those records prohibited from disclosure, pursuant to N.J.S.A. 9:6-8.10(a) and any other laws prohibiting such disclosure;
- That any person who has reasonable cause to believe that a child being served by New Beginnings has been or is being subjected to any form of child abuse or neglect or exploitation by any person, whether working at the agency or not, shall report such allegations to the DCF's toll-free hotline, 1-877-NJABUSE (652-2873), pursuant to N.J.S.A. 9:6-8.8 et seq. and to the child abuse reporting hotline in the state where the child is located. Such reports may be made anonymously;
- That parents may secure information about child abuse and neglect in New Jersey online from the Department of Children and Families at www.nj.gov/DCF/reporting;
- New Beginnings shall cooperate with the adoptive parents or their attorney retained in providing all financial information needed for the finalization report pursuant to N.J.S.A. 9:3-37 et seq.; and
- New Beginnings will provide upon request the number of adoptions completed during the previous 12 months.