



## New Beginnings

Family and Children's Services, Inc.

# ADOPTION SERVICE AGREEMENT

Korea

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 US 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 ESWS and your state of residence; and
- Ensure that all six adoption services are provided and consistent with applicable laws and regulations.

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

### Agency Fees

|                                              |                                                  |                |
|----------------------------------------------|--------------------------------------------------|----------------|
| <b>Application (Adoptive Family Profile)</b> | Due with Application                             | 350            |
| <b>New Beginnings' Fee, two parts:</b>       | Due with Agreement                               | 1,500          |
|                                              | Due at Submission of Emigration Permission, (EP) | 3,000          |
| <b>IAAME Fee</b>                             | Due with Agreement                               | 500            |
|                                              | <b>Total Agency Fees</b>                         | <b>\$5,350</b> |

### Korean Program Fee

|                                           |                                   |                 |
|-------------------------------------------|-----------------------------------|-----------------|
| <b>Program Coordination, three parts:</b> | Due at home study approval        | 2,500           |
|                                           | Due at acceptance of the referral | 1,500           |
|                                           | Due at Submission of EP           | 2,500           |
| <b>Foreign Agency Fee</b>                 | Due at acceptance of the Referral | 19,500          |
|                                           | <b>Total Korean Program Fees</b>  | <b>\$26,000</b> |

### Third-Party and Travel Expenses

|                                                                                           |                                     |
|-------------------------------------------------------------------------------------------|-------------------------------------|
| <b>USCIS Expenses</b> I-600A filing fee, \$775; fingerprints, \$85 per adult in the home. | 945                                 |
| <b>Psychological Evaluation</b> required for home study.                                  | 400 to 1,000                        |
| <b>Parent Education Workshops</b> On-line workshops with Adoption Learning Partners.      | 150 to 300                          |
| <b>Pre-Adoption Medical Review</b>                                                        | 250 to 600                          |
| <b>Recognition and Re-adoption</b>                                                        | 500 to 2,000                        |
| <b>Travel and Overseas Expenses.</b>                                                      | 6,000 to 9,000                      |
|                                                                                           | <b>Total Third-Party and Travel</b> |
|                                                                                           | <b>\$8,245 to 13,845</b>            |

### New Beginnings' Social Services (For families in our service area of NY, NJ, PA, and FL.)

|                      |                                                 |                |
|----------------------|-------------------------------------------------|----------------|
| <b>Home Study</b>    | Due with Agreement (add 400 if in NY)           | 1,700          |
| <b>Post-Adoption</b> | Six reports are needed. Due at Submission of EP | 2,550          |
|                      | <b>Total New Beginnings' Social Services</b>    | <b>\$4,250</b> |

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 OUTLINED IN EACH.

Date signed

Signature by Prospective Adoptive Parent

Date signed

Signature by Prospective Adoptive Parent

Please Initial Each Page Where Indicated.

## New Beginnings

87 Mineola Boulevard, Mineola, NY 11501  
516 747-2204; [www.new-beginnings.org](http://www.new-beginnings.org)

## TERMS AND CONDITIONS

- 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 Applicant puts the process 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.
- Best Practice.** NB strives to ensure that inter-country adoptions are in children's best interests and seeks to prevent the sale, exploitation, abduction, or trafficking of children. Payment for a child or 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.
- Fees Paid to NB.** In addition to the adoption services provided, the fees represent the cost of personnel, training, and operational expenses such as rent, insurance, equipment, supplies, accreditation, and licensing. NB may also use fees for program development or other humanitarian aid projects at its discretion. The fees indicated are stable and reliable. 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 and the payment schedule. Foreign or cooperating agencies may increase their fees without warning.
- Payments to New Beginnings.** The Applicant agrees to pay the fees according to the terms described in the Adoption Expense Disclosure. Unless otherwise indicated, payments are due when billed. If a payment listed in Expense Disclosure is more than 45 days late, NB can suspend services until the Applicant becomes current on all existing payment obligations. If a payment is more than 90 days late, it shall constitute a breach of the agreement, and NB shall have the option to terminate services.
- Release.** As part of the adoption process, the Applicant consents to release 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 allow 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 request the Applicant to obtain independent evaluations, counseling, or treatment as part of the home study or the adoption process.
- Full Disclosure.** The Applicant is required to fully disclose throughout the adoption process information about 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. NB will require clearances and information on other persons living in the home.
- Confidentiality.** All NB records concerning adoption are 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 ordered by the proper court. Non-identifying information will be made available to all concerned.
- Change of Circumstance.** The Applicant must notify NB immediately if there is a change of circumstance that may affect your status with NB, 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, a significant change in financial security, arrest, an 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.
- 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, NB, in cooperation with the Applicant, will select a Local 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.
- Approval.** The Applicant understands that the home study may not be approved. Moreover, NB's approval does not guarantee other independent parties in the adoption process will agree. Upon home study approval, NB will prepare or cause to prepare a dossier to present to the cooperating agency or foreign agency for their consideration of the Applicant. NB will provide the approved home study to US Citizen and Immigration Services (USCIS) for their consideration of the Applicant.
- 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 report. The request must be made within 90 days of the receipt of the written notice of denial. (See Disclosures, page 9.)

12. **USCIS Approval.** The Applicant agrees to monitor their USCIS expiration date and apply for renewal 90 days before the expiration. Also, 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 child's Referral (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, ESWS 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 ESWS 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, ESWS, the Korean authorities, the child, the foster parents, or the caregiver(s) without NB's express written consent.
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, state or 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 home visits and direct counseling. NB will recommend independent adoption consultants, therapists, psychological services, medical services, financial services, or developmental and educational services. NB may request waivers to speak directly with persons involved or assisting the family. If the family is currently working with any independent professionals, NB may seek the release to talk to them. If needed, NB will offer respite care. NB's 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 child's best interest for the adoption to be dissolved, 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 facilitate childcare or any other social service and identify 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 child's care 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 are 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 their country of origin without NB's express authority and the Central Authority or the Foreign Service Provider in the country of origin. If a child is sent to their 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 REPLACEMENT FAMILY AND DISRUPT OR 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 aggressively or disrespectfully. 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 before a child's placement. The Applicant **must** notify their intention in writing to NB. NB has the right to discontinue its services upon written notice to Applicant if it uncovers reason which may lead the agency to believe that continuing the adoption process 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.** If 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 understands that NB 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 child's placement, they could later turn out to have a previously undetected or undiagnosed medical condition or emotional problem. Furthermore, the Applicant understands that neither NB nor persons in Korea can guarantee this child's future medical condition. APPLICANT AGREES NOT TO HOLD NB OR ANY OF ITS REPRESENTATIVES RESPONSIBLE FOR ANY MEDICAL CONDITIONS THAT MIGHT DEVELOP OR BE DISCOVERED IN THE FUTURE. APPLICANT AGREES TO HOLD NB FAMILY AND CHILDREN SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS, AND THEIR HEIRS, EXECUTORS, AND ADMINISTRATORS HARMLESS FROM PROBLEMS OR LIABILITY RESULTING FROM THE CHILD'S MEDICAL CONDITION.

24. **Entire Agreement.** This Adoption Agreement contains the parties' entire agreement concerning the adoption services to be provided and supersedes 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, NB 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, NB 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](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.** NB 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 a material breach 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 NB.

## ASSESSMENT OF RISK

Our goal at New Beginnings Family and Children Services is to complete an adoption with every Applicant successfully. This occurs most 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. NB 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 a child's legal status, 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 NB will counsel the family through the grief when they happen. In most situations, there will be another assignment for consideration.

- **Program Suspension or Changes:** Changes in international adoption do happen. The foreign country, the US Department of State, or NB may decide that an adoption program will be suspended, closed, 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, NB 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* when the child is placed for adoption. Regrettably, some otherwise healthy children later become ill or sick, or emotional issues can later develop or manifest themselves with age. This risk cannot be avoided.

Some medical or emotional problems are *undetected* until after the child is home. You can reduce this risk of an undetected medical or emotional problem by using an independent medical professional specializing in international adoption. They 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. USCIS will discover an undisclosed arrest, which could lead to their denial. Moreover, an arrest, a medical problem, or limited finances though approved by NB, could be unacceptable by another authority in the process. NB minimizes this risk by considers other standards and sensibilities, and, when possible, we seek pre-approval for an applicant when there is a concern.

During the adoption process, if 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 NB to reevaluate its initial approval.

- **In Conclusion:** NB 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. 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 THOROUGHLY 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

## Adoption Fees Paid to New Beginnings

| Description                                       | Due at                     | Fee Type                              | Amount        |
|---------------------------------------------------|----------------------------|---------------------------------------|---------------|
| Application (AFP)                                 | Submission of AFP          | US Expenses                           | 350           |
| New Beginnings' Fee, 1 <sup>st</sup> part         | Adoption Service Agreement | US Expenses                           | 1,500         |
| IAAME Fee                                         | Adoption Service Agreement | US Expenses                           | 500           |
| Program Coordination, 1 <sup>st</sup> part        | Home Study Approval        | US Expenses                           | 2,500         |
| Program Coordination, 2 <sup>nd</sup> part        | Acceptance of the Referral | US Exp., Translation & Document       | 1,500         |
| Foreign Agency Fee                                | Acceptance of the Referral | Foreign, Childcare, Translation & Doc | 19,500        |
| Program Coordination, 3 <sup>rd</sup> part        | Submission of EP           | US Exp., Translation & Document       | 3,000         |
| New Beginnings' Fee, 2 <sup>nd</sup> part         | Submission of EP           | US Expenses                           | <u>2,500</u>  |
| <b>Total Adoption Fees Paid to New Beginnings</b> |                            |                                       | <b>31,350</b> |

**Social Services** are done by NB for families living in our service area of NY, NJ, PA, or FL.

| Description                                                                                                              | Due at                     | Fee Type                      | Amount                   |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|--------------------------|
| Home Study                                                                                                               | Adoption Service Agreement | Home Study (add 400 if in NY) | 1,700                    |
| Post-Adoption, six reports                                                                                               | Submission of EP           | Post-Adoption Reports         | 2,550                    |
| Transportation home visit                                                                                                | When Billed                | Mileage/Travel                | 55¢/mile, tolls, parking |
| <b>Social Services</b> for families outside our service area. Fees paid to Local Adoption agency. Amounts are estimates. |                            |                               |                          |
| Home Study                                                                                                               | When Billed                | Home Study                    | 1,500 to 3,000           |
| Post-Adoption                                                                                                            | Before travel              | Post-Adoption Reports         | 1,800 to 3,000           |
| <b>Total Social Services, Home Study, and Post-Adoption Fees</b>                                                         |                            |                               | <b>3,300 to 6,000</b>    |

## Third-Party, fee type

| Description                 | Due at                  | Paid to                           | Amount         |
|-----------------------------|-------------------------|-----------------------------------|----------------|
| USCIS, I-600A filing fee    | Home Study Approval     | Homeland Security                 | 775            |
| Fingerprints                | Home Study Approval     | Homeland Security                 | 85 per person  |
| Psychological Evaluation    | Home Study Process      | Psychiatrist Office               | 400 to 1,000   |
| Parent Education Workshops  | Home Study Process      | Adoption Learning Partner         | 150 to 300     |
| Pre-Adoption Medical Review | Referral                | Medical Review of Referral        | 250 to 600     |
| Recognition and Re-adoption | Post-Adoption           | Attorney's Office                 | 500 to 2,000   |
| <b>Travel and Overseas</b>  | Court Notice and Travel | Fee Type: Travel & Accommodations | 6,000 to 9,000 |

## Summary of Korean Fees and Expenses

|                                                      |                           |
|------------------------------------------------------|---------------------------|
| Total Adoption Fees, paid to New Beginnings          | \$31,350                  |
| Social Services, (Home Study and Post-Adoption Fees) | 3,300 to 6,000            |
| Third-Party Fees                                     | 2,245 to 4,845            |
| Travel and Overseas Expenses                         | 6,000 to 9,000            |
| <b>Final Estimated Adoption Cost</b>                 | <b>\$42,895 to 51,195</b> |

## Notes

The AFP is the Adoptive Family Profile, NB's Application. EP is Emigration Permission. The Ministry of Health and Welfare approves the adoption to proceed to court. The Local Agency is the home study agency when NB is not providing Social Services. When using a Local Provider, we require a Post-Adoption Commitment showing that all fees have been paid before traveling. Some states charge a processing fee for clearances. We have estimated third-party costs. If you are asked to pay more than what is presented, let NB know. Travel and Overseas Expenses are for air travel, hotel, meals, and local transportation. Flying business or first class or staying at expensive hotels will cause you to exceed our estimates. Although commonly done, a Medical Review of the Referral is not required. All children from Korea will need a name change and re-adoption. Some states make the process easy enough that an attorney is not required. Credit card payments over 500 are subject to a 3% bank servicing fee. No charge for routine express mailing; all others are billed separately. For qualified families, the Adoption Tax Credit can reduce the adoption cost by as much as \$14,300.

## DESCRIPTION OF SERVICES

**New Beginnings' Services and AFP:** US Expense (4,850) to establish a service plan and ensure all adoption services are consistent with applicable laws and regulations. For personnel cost, staff training and development, administrative overhead, and operational expenses. Also, for coordinating the adoption process, including parent education and child-specific education, assisting in filing US Citizenship and Immigration Services (CIS) applications, pre-and post-adoption support.

**Program Coordination:** US Expense, (5,500) for program development; monitor and oversight, training, including working with ESWS to identify a child and arranging for an adoption; receiving a referral that includes the Child's Background Study; securing the child's legal information to present to CIS; establishing the itineraries while the family is abroad for the adoption hearing, the placement of the child and the child's travel visa, Translation and Document, (1,000) compiling and presenting the dossier to ESWS to be filing in Korea for emigration permission.

**IAAME:** US Expense, (500) Pass through to Intercountry Adoption Accreditation and Maintenance Entity, Inc. for monitoring and oversight of adoption service providers. The price is 500 per child to be adopted.

**Foreign Agency:** Pass through to ESWS: Care of the Child, (10,400); Foreign Country Program (7,900) such as 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; and Translation and Document, (1,200). Contributions are not required.

| Total Expenses by Type         |                           |
|--------------------------------|---------------------------|
| US Expenses                    | 10,850                    |
| Translation and Document       | 2,200                     |
| Care of the Child              | 10,400                    |
| Foreign Country                | 7,900                     |
| Contributions                  | 0                         |
| <b>Total Adoption Fees</b>     | <b>31,350</b>             |
| Home Study                     | 1,500 to 3,000            |
| Post-Adoption Reports          | 1,800 to 3,000            |
| <b>Total Social Services</b>   | <b>3,300 to 6,000</b>     |
| Third-Party                    | 2,245 to 4,845            |
| Travel and Accommodations      | 6,000 to 9,000            |
| <b>Estimated Total Expense</b> | <b>\$42,895 to 51,195</b> |

## FEES FOR OTHER SERVICES

### Home Study Update, Minor Changes

450

Examples are a home visit for a change in residency, employment that does not reduce income, positive and neutral changes in finances, minor changes in physical health or medications. For USCIS for the one-time free extension or keep the home study current.

### Supplemental Home Study Services

900

Examples are a loss of employment or financial security, arrest, an allegation of child abuse, change in medical, emotional, or mental health, pregnancy, marital difficulty, an accusation of impropriety or concerns about the prospective adoptive parents' capacity to raise an adoptive child, a failure to disclose critical information or in response to an RFE, such as but not limited to an undisclosed criminal history.

### Returning Family Home Study

1,300

The Home Study fee is reduced for families who had a home study previously done by NB and are beginning another adoption process. The standard home study fee is not due.

### Suggested Donation to ESWS

0 to 1,000

During the family's second trip to Korea, a small donation to ESWS would be appropriate. Also, look to support the work ESWS does for years to come. Make them a part of your annual charitable contributions.

### Accelerated Services

500

Services are those that require completion in less than six weeks. Although NB 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

NB reserves the right to charge for required services that Exceed Routine Services, such services.

- Preparing or helping to prepare documents for a response to an RFE or NOID, est. fee \$700 to \$1,000.
- Having to make unanticipated efforts to receive information or documentation from the client, home study agency, or other person involved in the process, est. fee \$500 to \$1,000.
- To secure additional clearances, documentation, and interviews for extended family members or other persons living in the home, \$300 to \$700.
- If the adoption or placement is in crisis, NB can charge for extra post-adoption or post-placement reports, counseling, respite care or attorney services to secure consents, Interstate Compact approvals, etc.
- Adopting siblings, expect an increase of 50% for NB and Program fees. Foreign Program fees double. A new fee disclosure will be presented.

### Items You Should Not Pay

New Beginning has disclosed all anticipated expenses and costs for adoption services. Families will be making payments to NB, the home study agency, USCIS, and the US Embassy in the country. Payments to the cooperating agency are disclosed. There are no "unofficial" adoption fees. Do not make or offer to make payments beyond what is disclosed without consulting NB. Unless approved, 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 proportional to the country's standards. If at any time you are asked to pay such additional fees, contact NB immediately.

## 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**, when applicable, is 50% refundable if the request is made before the social worker conducting an interview or within 120 days of the agreement, whichever is first. *Home Study Update fee* is 50% refundable if the request is made before the 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 before the social worker conducting an interview or within 120 days of the agreement, whichever is first. There is no refund after this point.

**Second Portion of the New Beginnings' Fee** is 50% refundable if the request is before your trip to the foreign country for placement.

**Foreign/Cooperating Agency fee and Application and Processing fees** 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 before the presentation of a referral. There is no refund after this point.

**Second Portion of the Program fee** is 50% refundable if before 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 before your trip to the foreign country for placement.

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

**IAAME fee** is non-refundable.

**USCIS Application and Processing fee** are generally non-refundable. These are not our fees to refund.

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

**60 Days** New Beginnings returns of funds to which the client is entitled within sixty days.

## SERVICE PLAN KOREA

Eastern Social Welfare Society (ESWS) initially identifies children available for adoption. Seoul Family Court determines 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 birth mother's consent or relinquishment, and that the child will be adopted and immigrate to the US.

ESWS performs a background study on the child under NB's supervision.

NB performs or supervises the home study on the prospective adoptive parent.

ESWS makes the initial non-judicial determination on the child's best interest and appropriateness of the child's adoptive placement in the presentation of the Referral. The Ministry of Health and Welfare makes a non-judicial determination when they issue their Emigration Permission for the child.

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

In the event of a disruption, 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.

NB will adjust the services plan as needed and confirm each service's performance when submitting the I-600 for the child's immigration approval.

## 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, NJAC 3A:50, Manual of Requirements of Adoption Agencies

- NB is required to be certified by the New Jersey Department of Children and Families, (DCF);
- NB is required by law to comply with all applicable requirements of NJAC 3A:50;
- Upon request, NB will provide a copy of NJAC 3A:50 or a copy will be provided by the DCF Office of Licensing.
- If any parent believes or suspects that the NB is in violation of any requirements of NJAC 3A:50, he or she may report such alleged violations to the Office of Licensing;
- When so requested by parents of children served by NB, 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 NJSA 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 NB 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 NJSA 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/def/reporting](http://www.nj.gov/def/reporting);
- NB shall cooperate with the adoptive parents or their attorney retained in providing all financial information needed for the finalization report pursuant to NJSA 9:3-37 et seq.; and
- NB will provide upon request the number of adoptions completed during the previous 12 months.