



ADOPTION SERVICE AGREEMENT

Thailand

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 The Pattaya Orphanage and Child Adoption Center (CAC), identify a child for adoption and arrange for the adoption.
- 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 Thailand for the placement of the child and child's travel visa.
- Provide or oversee post-placement services as required by NB, CAC and your state of residence.
- 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

Application (Adoptive Family Profile)	Due with Application	350
New Beginnings' Fee, three parts:	Due with Agreement	2,500
	Due at Home Study Approval	2,500
	Due at acceptance of the Referral	2,400
IAAME Fee	Due with Agreement	500
	Total Agency Fees	\$8,250

Thai Program Fee

Program Fees, two parts:	Due at home study approval	1,000
	Due at acceptance of the referral	4,500
	Total Thai Program Fees	\$5,500

Third-Party and Travel Expenses

USCIS Expenses I-600A \$775; fingerprints \$85/adult; Visa \$325, medical \$300; N-600 \$1,170	2,765	
Parent Education Workshops On-line workshops with Adoption Learning Partners.	150 to 300	
Psychological Evaluation	400 to 1000	
Pre-Adoption Medical Review	250 to 600	
Adoption Finalization	700 to 2,500	
Translation and Documents	600 to 900	
Travel and Overseas Expenses	6,000 to 9,000	
	Total Third-Party and Travel	\$10,865 to 17,040

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

Home Study	Due with Agreement (add 400 if in NY)	1,700
Post-Adoption, four reports are needed.	Due at acceptance of the referral	1,700
	Total New Beginnings' Social Services	\$3,400

WE/I _____

HAVE READ THE ADOPTION SERVICE AGREEMENT, TERMS AND CONDITIONS, GRIEVANCE AND COMPLAINT POLICY, ASSESSMENT OF RISK, THE ADOPTION EXPENSE DISCLOSURE, FEES FOR OTHER SERVICES, REFUND POLICY, SERVICE PLAN AND FAIR HEARING AND AGREE 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.

New Beginnings

87 Mineola Boulevard, Mineola, NY 11501
516 747-2204; www.new-beginnings.org

TERMS AND CONDITONS

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 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, and a review of clients' eligibility for the applied program, fees may apply.
2. **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.
3. **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 revenue from 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. A foreign authority may increase their fees without warning.
4. **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. Services would not be suspended if it would place a child in imminent danger or not serve their best interest.
5. **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, at its clinical discretion, may request the Applicant to obtain independent evaluations, counseling, or treatment as part of the home study or the adoption process.
6. **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.
7. **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.
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, 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.
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, NB, in cooperation with the Applicant, will select a Local Home Study Agency to conduct direct social services. The Applicant understands and consents to the professional exchange of their information between NB and the local home study agency.
10. **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.

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 report. The request must be made within 90 days of the receipt of the written notice of denial.
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 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. The referral is made by the Central Authority or Foreign Service Provider. The Central Authority or Foreign Service Provider provides the background information, makes referrals and arranges other adoption services. NB is not authorized to conduct independent investigation, assessment, or evaluation of any child; however, NB will request additional information from the Central Authority or Foreign Service Provider 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 Foreign Providers.** The Applicant agrees not to contact directly or through a third party, the Pattaya Orphanage, Child Adoption Center and DCYP 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 Thailand, NB requires four post-placement reports in the first six month and every three months thereafter until finalization. Report requirements include the child's medical and family photos. 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 local 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 N.B. N.B. will provide additional support, including but not limited to home visits and direct counseling. N.B. will recommend independent adoption consultants, therapists, psychological services, medical services, financial services, or developmental and educational services. N.B. may request waivers to speak directly with persons involved or assisting the family. If the family is currently working with any independent professionals, N.B. may seek the release to talk to them. If needed, N.B. will offer respite care. N.B.' 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, N.B. 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 N.B. to notify them there were difficulties with the adoption and only with N.B.'s cooperation in the dissolution decision and process. If the adoption has not been finalized, it would be a DISRUPTION. In a disruption, N.B. 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, N.B. 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 N.B.'s supervision of the care.
19. **Under No Circumstance** is the Adoptive Parent permitted to return a child to their country of origin without N.B.'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.** N.B.'s staff and the Applicant have a shared responsibility to treat each other with respect in all communications. N.B. 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 N.B. 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 N.B. N.B. 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 OR BREACH OF CONTRACT, AND WHETHER FOR BODILY INJURY, PROPERTY DAMAGE OR LOSS, 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 N.B. 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 N.B. nor persons in Thailand can guarantee this child's future medical condition. APPLICANT AGREES NOT TO HOLD N.B. OR ANY OF ITS REPRESENTATIVES RESPONSIBLE FOR ANY MEDICAL CONDITIONS THAT MIGHT DEVELOP OR BE DISCOVERED IN THE FUTURE. APPLICANT AGREES TO HOLD N.B. 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, N.B. would like to ensure that all clients can express any concerns with the agency or its supervised providers and to work together to resolve any potential dissatisfaction. This policy intends to provide all clients with a means to communicate concerns to the administration and ensure that we work together to resolve them satisfactorily in a timely manner.

Steps to Take:

1. Speak with your caseworker or program coordinator regarding the services or activity in question. Together agree to a resolution. Set a follow-up update to discuss the solution or indicate that you would like to speak with the Director of Social Services.
2. If the concern is not satisfactorily resolved, you should speak with the Director of Social Services. A meeting will be scheduled as soon as possible to discuss the matter to resolve your grievance. We suggest that it be a formal meeting, in person if possible.
3. If there is still no resolution, you can then 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, N.B. is required to notify the U.S. 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 after completing the above steps, the response of the agency is unsatisfactory, Clients may then file a Formal Complaint with the U.S Department of State's "[Hague Complaint Registry](#)" or at [Adoption.State.gov](#). A Formal Complaint can also be filed with the state licensing authority in your state of residence or with [IAAME](#), and with New Beginnings.

Complaints Will Not be Discouraged. N.B. will not discourage or retaliate against a Client for stating a grievance or making a complaint. The following actions may construe retaliation:

- Failure to provide routine 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, New Beginnings will impose a higher level of scrutiny on 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 N.B.

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. N.B. 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 N.B. 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 N.B., could be unacceptable by another authority in the process. N.B. 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:** N.B. 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 WAIVE ALL FUTURE RELATED CLAIMS.

ADOPTION EXPENSES DISCLOSURE

Thailand

Adoption Fees Paid to New Beginnings

Description	Due at	Fee Type	Amount
Application (AFP)	Submission of AFP	US Expenses	350
New Beginnings' Fee, 1 st part	Adoption Service Agreement	US Expenses	2,500
IAAME Fee	Adoption Service Agreement	US Expenses	500
Program Fee, 1 st part	Home Study Approval	US Expenses	1,000
New Beginnings' Fee, 2 nd Part	Home Study Approval	US Expenses	2,500
New Beginnings' Fee, 3 rd Part	Acceptance of the Referral	US Expenses	2,400
Program Fee, 2 nd part	I-800 Submission	Contribution	3,000
Program Fee, 2 nd part	I-800 Submission	US Expenses	1,500
Total Adoption Fees Paid to New Beginnings			13,750

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	1,700
Post-Placement, four reports	Submission of EP	Post-Placement Reports	1,700
Transportation home visit	When Billed	Mileage/Travel	55¢/mile, tolls, parking
Social Services 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-Placement	Before travel	Post-Placement Reports	1,800 to 3,000
Supervision of Services	Adoption Service Agreement	Home Study	paid to NB, 500
Total Social Services, Home Study, and Post-Adoption Fees			3,800 to 6,500

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
Visa Application and Medical	While travelling	US Embassy	625
Adoption Finalization	Post-Adoption	Attorney's Office	700 to 2,500
N-600 (citizenship application)	After finalization	Homeland Security	1,170
Translations and Document	Home Study Approval	Various	600 to 900
Travel and Overseas	Court Notice and Travel	Fee Type: Travel & Accommodations	6,000 to 9,000

Summary of Thai Fees and Expenses

Total Adoption Fees, paid to New Beginnings	\$13,750
Social Services, (Home Study and Post-Adoption Fees)	3,400 to 6,500
Third-Party Fees	4,265 to 7,140
Translations and Documents	600 to 900
Travel and Overseas Expenses	6,000 to 9,000
Final Estimated Adoption Cost	\$27,990 to 37,290

Notes

The AFP is the Adoptive Family Profile, NB's Application. 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 recommend using a document service to prepare your dossier. 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 staying at expensive hotels will cause you to exceed our estimates. Children from Thailand will need the adoption finalized in the U.S. Post-placement services will continue until finalization, and additional reports may be 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 (7,750) 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 Fee: US Expense, (5,500) for program development; monitor and oversee the Morocco process, training, help identify a child for an adoption; receiving a referral that includes the Child's Background Study. Contribution, (3,000) transferred to the orphanage for the care of the children, preparing the background study and arranging the adoption.

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.

Total Expenses by Type

US Expenses	10,750
Foreign Country	0
Contribution	3,000
Care of the Child	0
Total Adoption Fees	13,750
Home Study	1,700 to 3,500
Post-Adoption Reports	<u>1,700 to 3,000</u>
Total Social Services	3,400 to 6,500
Third-Party	4,265 to 7,340
Translation and Document	600 to 900
Travel and Accommodations	6000 to 9,000
Estimated Total Expense	\$27,990 to 37,290

FEES FOR OTHER SERVICES

Home Study Update, Minor Changes

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.

450

Supplemental Home Study Services

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.

900

Supervision of Social Services (for families who do not live in our service area)

For supervising a cooperating agency that is conducting the Home Study. There is no fee for overseeing another agency's post-placement reports. We do require a Post-Placement Commitment letter from your Home Study Agency showing that all fees for post-placement services have been paid.

500

Returning Family Home Study

For families who had a home study previously done by NBFCS and beginning another adoption process.

1,300

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.

- 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, 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.
- To secure 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, or if the court requests an appearance of a NB's representative, \$300/day (as well as mileage and incidental expenses).
- If the adoption 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 increase of 50% for NB and Program fees. Foreign Program fees double. A new fee disclosure will be presented.
- Copying fees, charged if duplicate documents are requested and not received or incorrectly copied, \$.50/copy.

Items You Should Not Pay

New Beginning has disclosed all routine 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. 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 the country's standards.

REFUND POLICY

New Beginnings does provide refunds depending on the stage of the process and the reason for the request. There is no refund if the family has breached the contract or has failed to follow policies and procedures causing New Beginnings to terminate the contract.

What follows are the refund policies for various fees.

Application fee of \$350.00 is non-refundable.

Fees due with the Adoption Service Agreement

Home Study fee is 50% refundable if request is made prior to the home study social worker conducting an interview or within 120 days of contract, whichever is first. The *Supervision of Social Services* is 50% refundable under the same conditions. *Home Study Update fee* is 50% refundable if 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 request is made prior to the home study social worker conducting an interview or within 120 days of contract, whichever is first. There is no refund after this point.

Fees due at home study approval

Second Portion of the New Beginnings' fee is 50% refundable if before the submission of the dossier to Thailand. There is no refund after this point.

First Portion of the Program fee is 50% refundable if before the submission of the dossier to Thailand. There is no refund after this point.

Fees due with the acceptance of the referral

Second Portion of the Program fee is 50% refundable if before traveling to Thailand. There is no refund after this point.

Third Portion of the New Beginnings' fee is 50% refundable if before traveling to Thailand. There is no refund after this point.

Post-Placement 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 nonrefundable.

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

Legalization Expenses (amounts vary) are non-refundable. Legalization expenses are 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 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 requires 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 NB returns of funds to which the client is entitled within sixty days.

ADOPTION PROVIDER IN THAILAND

The Pattaya Orphanage, supervised by NB, identifies the child for adoption and immigration to the U.S., secures the necessary consent to terminate parental rights and adopt, cares for the child and performs the background study.

Child Adoption Center, central authority, approve the child for immigration and the adoptive placement, makes a makes the non-judicial determination of the child's best interest and the appropriateness of the adoptive placement for the child when issuing Article 16.

The Department of Children and Youth, central authority, issues the legal papers for the filing of the I-800, including the termination of parental rights and the adoption, and the finalizes the background study.

SERVICE PLAN THAILAND

1. *Identifying a child for adoption and arranging an adoption.* The Pattaya Orphanage identifies the child to be matched with the family and coordinate the adoptive placement process. Child Adoption Center (CAC) approve the child for immigration and the adoptive placement.
2. *Securing the necessary consent to termination of parental rights and adoption.* The Pattaya Orphanage initially secures the necessary consent to terminate parental rights and adopt. The Department of Children and Youth, (DCY) secures the consent, issues the legal papers, including the termination of parental rights, to file of the I-800.
3. *Performing a background study on a child* is initially done by the Pattaya Orphanage. DCY finalizes the background study included with the legal papers to file the I-800. NB verifies the background study. Families are provided with an opportunity to have an independent evaluation. *Performing a home study on a prospective adoptive parent(s) and reporting on such a study;* is done or supervised by N.B.
4. *Making non-judicial determinations of a child's best interests and the appropriateness of an adoptive placement for the child.* The Pattaya Orphanage matches the child with the family in the referral. It makes the initial non-judicial determination on the child's best interest and the appropriateness of the adoptive placement. The CAC makes a non-judicial determination when issuing Article 16.
5. *Monitoring a case after a child has been placed with the prospective adoptive parent(s) until final adoption;* N.B. will monitor or supervise the monitoring of the adoptive placement until finalization.
6. *When necessary, because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) childcare or any other social service pending an alternative placement.* N.B. will assume custody; provide childcare and other social services pending an alternative placement. In a disruption, NB's Executive Director will notify or cause to notify the orphanage, CAC, IAAME and US. Secretary of State.

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.