



**ADOPTION SERVICE AGREEMENT**

**Home Study Services**

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

- Present orientation and guidance to the intercountry adoption process.
- Provide Home Study services for the state of residence, US Citizenship, and Immigration Services (USCIS), as the Placing Agency directs.
- Make necessary agreements with the Placing Agency to deliver home study services.
- Secure all necessary clearances.
- Guide and assist in filing the USCIS application.
- Provide routine and necessary documents to the adopting family and the Placing Agency as needed; and
- Provide post-adoption or post-placement services as required by the Placing Agency or the state of residency.

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

<b>Home Study Services</b>	<b>NJ, FL, PA</b>	<b>NY</b>
Application (AFP)	350	350
Home Study (due at contract)	2,100	2,500
New Beginnings' Fees (due at Home Study approval)	500	500
Post-Adoption Services (\$425 per report due at referral or when billed)	1,275	1,275
<b>Total Home Study/Post-Adoption Services</b>	<b>4,225</b>	<b>4,625</b>

New Beginnings cannot predict the complexities of all cases. If the case exceeds routine services, we reserve the right to charge additional fees. (See pages 5 & 6, Fees for Other Services.)

NEW BEGINNINGS WILL PROVIDE HOME STUDY SERVICES FOR THE ADOPTION OF A CHILD FROM THE COUNTRY OF:

(COUNTRY ADOPTING FROM) \_\_\_\_\_

THE PRIMARY PROVIDER WE ARE USING IS:

(NAME OF PLACING AGENCY) \_\_\_\_\_

WE/I \_\_\_\_\_

READ THE ADOPTION SERVICE AGREEMENT, TERMS AND CONDITIONS, 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 OUTLINED IN EACH.

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature by Prospective Adoptive Parent

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature by Prospective Adoptive Parent

Please Initial Each Page Where Indicated.

## TERMS AND CONDITIONS

1. **One Year.** The Applicant must have completed the home study and be ready for a referral within one year of signing the Adoption Agreement. If not, a new agreement with payment may be required to ensure the Applicant intends to proceed with the Adoption. After your home study is completed, if the 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 the Client's 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 changes in fees and the payment schedule. A foreign authority may increase its 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. If another agency is the primary provider or placing agency, the applicant permits NB to exchange information with that agency. The Applicant permits NB 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. At its clinical discretion, NB 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 a change of circumstance 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.
9. **Social Services.** NB will conduct the home study and post-adoption or post-placement services. The Applicant understands and consents to the professional exchange of their information between NB and the placing agency.
10. **Approval.** The Applicant understands that the home study may not be approved. Moreover, NB's approval does not guarantee approval by other independent parties in the adoption process. Upon home study approval, NB will provide the placing agency with original copies, notarized if requested, along with training records and other items used in the home study preparation. 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 stating 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 receiving the written denial notice. (See Disclosures, page 8.)

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 renew timely 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.** The Placing Agency will provide the child's background study for the child's referral (sometimes called the assignment). The child's background study should be presented to the Applicant for consideration for an adoptive placement. If requested, New Beginnings will review the study, provide guidelines for what should be in a Background study, and notify the Applicant if essential information is missing.
14. **The Child's Information.** The Applicant agrees that the information provided on the child is the child's information. Their information is private and to be respected. The Applicant agrees not to publish photos, names, identifying information, or personal information on referred children via electronic or print media unless password-protected until an adoption certificate is issued. There is no legal relationship with the child until the Applicant has guardianship or a placement.
15. **Post-Adoption or Post-Placement Supervision.** Post-Adoption Supervision is required when the final adoption is completed in the child's country of birth. Post-Placement Supervision is required when the adoption is finalized in the Applicant's state of residence. New Beginnings will provide Supervision as required by the Placing Agency, the state, and the foreign country.
16. **Notify.** If there is a difficulty with the adoption, the adoptive parent(s) must notify NB and the Placing Agency. Under the supervision of the Placing agency, NB will provide additional support, including but not limited to additional home visits and direct counseling. NB will recommend independent adoption consultants, therapists, psychiatrists, medical professionals, financial experts, and developmental and educational services. NB will request waivers to speak directly with persons involved or assisting the family. If the family is currently working with any independent professionals, NB will seek the waiver to speak with them. If needed, NB will offer respite care. NB reserves the right to charge the adoptive family fees for such services.
17. **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, as directed by the Placing Agency, NB will 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 notifying the Placing Agency and NB of the difficulties with the adoption and only with the Placing agency's cooperation in the dissolution decision and process. In a disruption, the Placing Agency would provide guidance on custody and provide or facilitate the provision of childcare or any other social service pending an alternative placement. If the adoption has been finalized, it will be DISSOLUTION. Unless released by the Placing agency, 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 placement or permanency arrangement. 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. In determining an alternative placement, the child's wishes, age, and length of time in the current placement will be considered.
18. **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.
19. **Respect in Communication.** NB's staff and the Applicant are responsible for treating 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 with NB or the adoption process. (See Complaint Policy, pages 9 and 10.)
20. **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 the Applicant if it uncovers a 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.

21. **Conflict in Policies.** If the policies of the Placing Agency are in direct conflict with New Beginnings', such as adhering to the conflicting policies cannot be done, New Beginnings will defer to the policy of the Placing agency or suspend or discontinue services.
22. **Hold Harmless.** The Party understands that NB 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 have a previously undetected or undiagnosed medical condition or emotional problem. Furthermore, the Applicant understands that neither NB nor the Placing agency can guarantee this child's future medical condition. APPLICANT AGREES NOT TO HOLD NB OR 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, 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.
23. **Entire Agreement.** This Adoption Agreement contains the parties' agreement concerning the adoption services to be provided and supersedes all prior agreements.
24. **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 FOR CLAIMS BY OR AGAINST THE PARTIES TO THIS AGREEMENT.

## 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 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, the referral could be declined if the family has not been approved for or would choose to accept.

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

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

- **Program Suspension or Changes:** Changes in international adoption do happen. The foreign country, the US Department of State, or the Placing Agency may decide that an adoption program will be suspended, closed, or change requirements. If there is a likelihood that a program will close or there are pending changes that could result in excluding your application, the Placing agency and New Beginnings, if requested, 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 become ill or sick, or emotional issues can develop or manifest 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. When a medical specialist in International Adoption makes a written request, supplemental information is usually available if there is a concern.

- **Denial After the Home Study is Approved:** The Placing Agency, USCIS, the Central Authority, or possibly a judge, orphanage director, or the child 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 approved by NB could be unacceptable by another authority. NB minimizes this risk by

considering other decision makers' standards and sensibilities, and, when possible, we seek the placing agency's 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, we seek the help of a specialist.

Just as everyone wants a complete child assessment, a complete assessment 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

## Home Study Services

### Agency Fees

<b>Application</b> Assessment of prospective adoptive parent(s) and assuring basic requirements are met.	\$350
<b>New Beginnings' Fee</b> For personnel costs, training and development, administrative overhead, and operational expenses; coordinating the adoption process, administration fees as a supervised provider, filing US Citizenship and Immigration Services (CIS) applications; and pre-and post-adoption support.	\$500
<b>Total Agency Fees</b>	<b>\$850</b>

### Home Study Services

<b>Home Study</b> (for a New York State home study, there is an additional \$400) Home study services include gathering supporting documents, clearances as needed, directing adoption education workshops (the placing agency may do country-specific workshops), up to four interviews with the applicants, with up to two visits to the home, drafting a report for presentation to the placing agency, and providing copies needed for the Applicant, Placing Agency, USCIS and the foreign county as necessary for international adoption. (If more than two visits are needed for the initial home study, the fee is \$150 for each visit.) (Home Study fee is due at contract).	\$2,100
<b>Post-Adoption or Post-Placement Services</b> For post-adoption or post-placement supervision, \$425 for each report. Unless restricted by state regulations, the Placing agency will determine the number and timing of the reports. Otherwise, NB will require a minimum of three reports. The fees are due at receipt of the child's information or when billed.	\$1,275
<b>Total New Beginnings' Social Services</b>	<b>\$3,375</b>

**Total for New Beginnings' Home Study Services** **\$4,225**

### Incidental and Other Expenses

<b>USCIS Expenses</b> I-600A or I-800A filing fee, \$775; fingerprints, \$85 per adult in the home.	\$945
<b>Parent Education Workshops</b> On-line workshops with Adoption Learning Partners.	\$150 - 300
<b>Transportation for Home Visits</b> when billed	62¢/mile, tolls, parking
<b>Total Incidental and Other Expenses</b>	<b>\$1,095 -1,245</b>

## FEES FOR OTHER SERVICES

### Home Study Update

450

When there is a single change in circumstances that must be reflected in the home study. Examples are an update for a change in employment that does not reduce income, positive and neutral changes in finances, and minor changes in physical health or medications, a change in residency. An update is needed when there is a change in the recommendation, such as the number of children, the age, or the health or medical needs of the child to be adopted.

### Supplemental Home Study Services

900

Supplemental services are required to keep the home study current, such as the USCIS one-time free extension or for state or county requirements. Supplemental services would be needed in response to an RFE or when there is a significant change in circumstance. Examples are a loss of employment, financial insecurity, arrest, an allegation of child abuse, change in medical, emotional, or mental health, pregnancy, marital difficulty, an accusation, or concerns about the prospective adoptive parents' capacity to raise an adoptive child, a failure to disclose critical information such as undisclosed criminal history.

### New Home Study

1,300/1,700 NY

A new home study is required when the I-600A or I-800A expires and the one-time free extension has been used.

### Accelerated Services:

\$500

Accelerated services are those that require completion in less than six weeks. Failure to promptly provide a clearance request or other necessary information could also result in accelerated services. Although New Beginnings will make all reasonable efforts to complete the service in the required time, there can be no assurance that the shortened time frame can be met.

### Exceeds Routine Services

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

- Preparing or helping to prepare documents to respond 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, other persons living in the home, or a visit to a second residence, \$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 two siblings, expect an increase of 50% for NB fees and post-placement/post-adoption services fees. The same increase will be for each additional child.

### 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 foreign service providers should be disclosed. There are no "unofficial" adoption fees. Do not make or offer to make payments beyond what is disclosed without consulting your Primary Provider. Unless approved, do not make or offer donations before the child's placement. 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 you are asked to pay such additional fees at any time, 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. New Beginnings may reduce or waive fees for transfer cases where services have been performed.

**The Application fee** of \$350.00 is non-refundable.

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

**New Beginnings fee** is 50% refundable if the request is made before the submission of I-600A or I-800A.

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

**Post-Adoption Service or Post-Placement Service fees** are refundable if a child is not placed or New Beginnings does not perform the services. Otherwise, fees are non-refundable.

**60 Days** NB returns funds to which the client is entitled within sixty days.

SAMPLE

## SERVICE PLAN

Under 22 CFR Part 96 (the accreditation regulations), a Placing Agency is responsible for:

- Ensuring that all six adoption services are provided and consistent with applicable laws and regulations;
- Supervising and being responsible for supervised providers when used; and
- Development and implementation a service plan to ensure the six adoption services.

The six adoption services are:

1. *Identifying a child for adoption and arranging an adoption;*
2. *Securing the necessary consent to termination of parental rights and to adoption;*
3. *Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;*
4. *Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;*
5. *Monitoring a case after a child has been placed with the prospective adoptive parent(s) until final adoption; or*
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.*

All services must be appropriately done to file and receive approval from USCIS.

In situations in which the child will immigrate to the US and the final adoption is here (IR-4 or HR-4 visa) New Beginnings would be supervised by the placing agency for the home studies on the prospective adoptive parent(s) and monitor the case after the child has been placed until finalization, (post-placement supervision).

## COMPLAINT POLICY\*

**Introduction:** New Beginnings (NB) aims to provide the highest quality service. As part of the commitment, NB wants to ensure that all clients can express concerns with the agency or its supervised providers without fear of retaliation. A Client is a birth parent, prospective adoptive parent, adoptive parent, or adoptee who has received or is currently receiving services from NB, including services done by a supervised provider. (The list of Foreign Supervised Providers is on page 8. If NB has not done the home study services, the agency would be a Domestic Supervised Provider.)

**Can it be Resolved:** If a Client has a complaint or question concerning NB, let us know. We prefer to resolve such issues promptly through normal channels of communication. Discuss it with the Director of Social Services or the appropriate Program Director. For most issues, we can work together to find a positive resolution. If the Complaint is not easily or quickly resolved, the Committee will open a Complaint Report to maintain all correspondence regarding the Complaint, investigation, and response. We will seek a resolution in thirty (30) days.

**Will Not Discourage or Retaliate:** The NB and its staff will never take action to discourage a Client from, nor retaliate against a Client for making a complaint, expressing a grievance, providing information in writing, or interviews to the Department of State or an accrediting entity on NB's performance, or questioning the conduct of or expressing an opinion about agency's performance.

**Formal Complaint:** NB offers the above steps as part of our complaint process; however, a Client may submit a Formal complaint to NB to initiate the process or at any time. The Formal Complaint is filed with NB. It must:

- Raise an issue of compliance with the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA. The Client does not need to identify the issue in the Complaint. NB submits all Formal complaints to Center for Excellence in Adoption Services, (CEAS) and the Secretary for review. CEAS or the Secretary will make that determination.
- Be about services done by NB or a foreign or domestic supervised provider.
- Be signed and dated, and provide the circumstance of the Complaint with specific examples. (Signature includes e-signatures.)

The Adoption Committee reviews all Formal Complaints. Once received, the Committee assigns a member as the point of contact. If not previously done, the point of contact will open a Complaint Report.

**All Formal Complaints:** NB informs the accrediting entity and the Secretary of all formal complaints over the preceding six months, regardless of the resolution. The final Complaint Report also includes the resolution and an assessment of any discernible patterns in complaints received. If a discernible pattern is identified as part of our Quality Improvement Process, NB will make or consider making systemic changes to improve its services.

**Timelines:** Within five (5) business days of receiving a Formal Complaint, the point of contact will confirm receipt. Within thirty (30) days of receiving the Formal Complaint, the Adoption Committee will take necessary and reasonable steps to investigate the Complaint, including interviews with the Client, staff, or supervised providers. The Committee will respond in writing with a proposed solution or determination. NB provides an expedited review of any complaints that are time sensitive or involve allegations of fraud.

The 30-day response includes:

- A summary of the facts and circumstances.
- Any specific finding of the investigation.
- When possible, actions NB will take to resolve or mitigate the issue.
- Procedures to follow if the Client is dissatisfied with the response.

If the Complaint is resolved, NB enters the resolution in the Complaint Report and prepares the submission to the accrediting entity and the Secretary. If the Client is unsatisfied, they may file the Complaint directly to the accrediting entity and the Secretary (contact adoption service agreement home study services 03/23



information below).

**Further Review** In the alternative, the Client may request a further review. The request must:

- Be written or emailed.
- Include the objection and desired resolution.
- Submit within twenty (20) days of receiving NB's response to the Formal Complaint.

NB's Adoption Committee, and when appropriate, members of the Board of Directors or outside experts, will:

- Confirm receipt of the request.
- Review the request and the Complaint Report.
- Conduct a further investigation as needed.
- Respond in writing within twenty (20) days.

If, after further review, NB's decision has not changed to where an agreed resolution is reached, the Client is informed they may submit the Complaint to the accrediting entity and the Secretary.

**Direct Contact Information:** If after submitting a Formal complaint and completing the process above without a satisfactory resolution, a client may file directly with the US Department of State's "[Hague Complaint Registry](#)" or at [Adoption.State.gov](#); the accrediting entity; [CEAS](#) and our State's licensing authorities, (state licensing contact information is below.)

\*This version is abridged. For the full Complaint Policy and all our policies, go to <https://www.new-beginnings.org/disclosures/>

## 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 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/DCF/reporting](http://www.nj.gov/DCF/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.

#### State Licensing Contact Information

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