



## 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 the child's travel visa.
- Provide or oversee post-placement services as required by NB, CAC, and your State of residence.
- Supervise Providers when used.
- Ensure 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, three parts:</b>	Due with Agreement	2,500
	Due at Home Study Approval	2,500
	Due at Acceptance of the Referral	2,400
<b>Center for Excellence in Adoption Services, (CEAS) Fee</b>	Due with Agreement	815
<b>Total Agency Fees</b>		<b>\$8,565</b>

### Thai Program Fee

<b>Program Fees, two parts:</b>	Due at home study approval	1,000
	Due at I-800 Submission	4,500
<b>Total Thai Program Fees</b>		<b>\$5,500</b>

### Third-Party and Travel Expenses

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

### New Beginnings' Social Services (NB performs the service in states we are licensed: NY, NJ, PA, and FL.)

<b>Home Study</b>	Due with Agreement (add 400 if in NY)	2,100
<b>Post-Adoption, four reports are needed.</b>	Due at acceptance of the referral	1,700
<b>Total New Beginnings' Social Services</b>		<b>\$3,900</b>

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

HAVE 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 change in its 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 doing home study services, the applicant permits NB to exchange information with that agency. 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. 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. If pregnant while in the Thai program, you must suspend adoption services. Upon the birth or the placement of a child into the home, Applicants will no longer qualify for the program.
9. **Social Services.** For Applicants residing in a state NB is licensed, NB will conduct the home study and 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 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 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 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.** For the child's referral (sometimes called the assignment), the foreign service provider will 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 background information, makes referrals, 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 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. 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. Until the Applicant has guardianship or placement, there is no legal relationship with the child.
16. **Post-Adoption, Post Placement Supervision.** For Thailand, NB requires four post-placement reports in the first six months and every three months 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 NB. NB will provide additional support, including but not limited to home visits and direct counseling. NB will recommend independent adoption consultants, therapists, psychiatrists, medical professionals, financial experts, and developmental and educational services. NB may request waivers to speak directly with persons involved or assist 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 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 by either disruption or dissolution, 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 first contacting 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. In determining an alternative placement, the child's wishes, age, and length of time in the current placement will be considered.
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 with NB or the adoption process. (See Complaint Policy, pages 9 and 10.)
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 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.

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 NB and our orphanage partner in Thailand 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 persons in Thailand 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.
24. **Entire Agreement.** This Adoption Agreement contains the parties' agreement concerning the adoption services to be provided and supersedes all prior agreements.
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 FOR CLAIMS BY OR AGAINST THE PARTIES TO THIS AGREEMENT.

## ELIGIBILITY REQUIREMENTS

### Children Available

Thai children that are available for adoption receive a great deal of attention and care. They are generally in good health, and their medical information is extensive and reliable. The referral information includes developmental milestones and social information about the birth parents' background when available. Children placed in Thailand are tested for HIV and Hepatitis. Children range in ages from about three years to pre-teen. As with many adoption programs, more boys are available than girls. You may state your preference; however, you may have to wait longer if you only wish to have a girl.

### Length of Time

From the time the home study is completed, it can take up to two years or more to complete the adoption.

### Eligible to adopt from Thailand?

- **Marital Status** — Parents must be married a minimum of three years. No more than two divorces.
- **Age** — Parents must be between 25 and 40.
- **Gender Preference** — Preference is permitted. Boys are easier to match than girls.
- **Family composition** — Documented infertility and no biological children.
- **Health** — Parents should be in excellent health without medical concerns; psychological report required.
- **Prior arrest** — Would consider minor offense more than 5 years ago.
- **Income** — Financially secure.
- **Placement** — in all states

## ASSESSMENT OF RISK

Our goal at New Beginnings Family and Children Services is to successfully complete an adoption with every Applicant. 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 objecting to the child being adopted internationally.

Lost referrals are uncommon, but NB will counsel the family through 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 change requirements. If there is a likelihood that a program will close, 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. 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:** 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 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, failure 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

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 <sup>st</sup> part	Adoption Service Agreement	US Expenses	2,500
CEAS Fee	Adoption Service Agreement	US Expenses	815
Program Fee, 1 <sup>st</sup> part	Home Study Approval	US Expenses	1,000
New Beginnings' Fee, 2 <sup>nd</sup> part	Home Study Approval	US Expenses	2,500
New Beginnings' Fee, 3 <sup>rd</sup> part	Acceptance of the Referral	US Expenses	2,400
Program Fee, 2 <sup>nd</sup> part	I-800 Submission	Contribution	3,000
Program Fee, 2 <sup>nd</sup> part	I-800 Submission	US Expenses	1,500
<b>Total Adoption Fees Paid to New Beginnings</b>			<b><u>14,065</u></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	2,100
Post-Placement, four reports	Acceptance of Referral	Post-Placement Reports	<u>1,700</u>
Transportation home visit	When Billed	Mileage/Travel	62¢/mile, tolls, parking
<u>Social Services</u> when NB is not providing the service. Estimated fees paid to Local Adoption agency.			
Home Study	When Billed	Home Study	2,100 to 3,800
Post-Placement	Before travel	Post-Placement Reports	1,700 to 2,700
Supervision of Services	Adoption Service Agreement	Home Study	paid to NB, 500
Supervision of Services	Adoption Service Agreement	Referral	paid to NB, 300
<b>Total Social Services, Home Study, and Post-Adoption Fees</b>			<b><u>3,800 to 7,300</u></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
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
<b>Translations and Document</b>	Home Study Approval	Various	<b>600 to 900</b>
<b>Travel and Overseas</b>	Court Notice and Travel	Fee Type: Travel & Accommodations	<b>5,000 to 9,000</b>

### Summary of Thai Fees and Expenses

Total Adoption Fees, paid to New Beginnings	\$14,065
Social Services (Home Study and Post-Adoption Fees)	3,800 to 7,300
Third-Party Fees	4,240 to 7,140
Translations and Documents	600 to 900
Travel and Overseas Expenses	5,000 to 9,000

### Final Estimated Adoption Cost

**\$27,730 to 38,605**

### 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-Placement 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 Accommodation Expenses are for air travel, hotel, meals, and local transportation. Flying business, 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 Thailand will need the adoption finalized in your State of residence. 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) Fees are to establish a service plan and ensure all adoption services are consistent with applicable laws and regulations. Personnel costs, 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, and pre-and post-adoption support.

**Program Fee:** US Expense (2,500) for program development; monitoring and overseeing the Thailand process; training, helping identify a child for 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.

**CEAS:** US Expense, (815) Pass through to the Center for Excellence in Adoption Services for Monitoring and Oversight of adoption service providers. The M&O fee is 815 for each child to be adopted.

### Total Expenses by Type

US Expenses	11,065
Foreign Country	0
Contribution	3,000
Care of the Child	0
<b>Total Adoption Fees</b>	<b>14,065</b>
Home Study	2,100 to 4,300
Post-Adoption Reports	1,700 to 3,000
<b>Total Social Services</b>	<b>3,400 to 7,300</b>
Third-Party	4,265 to 7,140
Translation and Document	600 to 900
Travel and Accommodations	5,000 to 9,000
<b>Estimated Total Expense</b>	<b>\$27,415 to 38,900</b>

## FEES FOR OTHER SERVICES

### Home Study Update

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.

450

### Supplemental Home Study Services

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.

900

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

The fee for supervising the cooperating agency conducting the Home Study is 500, due at agreement. For supervising another agency's post-placement reports, 300 is due at referral. We require a Post-Placement Commitment letter from your Home Study Agency showing that all fees for post-placement services have been paid. For supervising a home study update, 300.

500/300

### New Home Study

For families that had a previous home study done by NB, the Home Study fee is reduced. This would be for returning families adopting through an NB Program or when the I-600A or I-800A will expire, and the one-time free extension has been used.

1,300/1,700 NY

### 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. a fee of \$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 of \$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.
- For finalization that requires filing by NB, \$200 to \$600 if the Court requests an appearance of an NB's representative, \$300/day (as well as mileage or airfare and accommodations if needed).
- 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, fees for CEAS and Contributions will double. Post-placement fees will increase by 50%. In addition, there can be as much as a 50% increase in other fees. A new fee disclosure will be presented.

### 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. Unless approved, do not make, or offer to make donations before the placement of the child. If you are asked to pay such additional fees at any time, contact NB immediately. 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 proportionate 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. New Beginnings may reduce or waive fees for transfer cases where services have been performed.

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-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.

**CEAS 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, some fees are paid directly to other entities or through NB to others on your behalf. For example, Contributions, USCIS fees, VISA fees, airline tickets, and 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 US, secures the necessary consent to terminate parental rights and adopt, cares for the child, and performs the background study.

**Child Adoption Center**, a central authority, approves the child for immigration and the adoptive placement; makes a 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**, a central authority, issues the legal papers for filing the I-800, including the termination of parental rights and the adoption, and 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. 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 NB
4. *Making non-judicial determinations of a child's best interests and the appropriateness of an adoptive placement for the child.* The Pattaya Orphanage makes the initial non-judicial determination on the child's best interest and the appropriateness of the adoptive placement. The CAC makes it again when issuing Article 16.
5. *Monitoring a case after a child has been placed with the prospective adoptive parent(s) until final adoption;* NB 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.* NB 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, CEAS and US Secretary of State.

NB will adjust the services plan as needed and confirm each service's performance.

## 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 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

Candace Cox, MA  
Office of Licensing  
FL Dept. of Children and Families  
407-719-9847

Peggy M. Dewar, Assistant Director  
NY Office of Children and Family Services  
(914) 801-3230 Cellular: (917) 923-9518

Patricia Wolff  
Southeast Regional  
Office of Children, Youth and Families  
Phone: 215-560-5199

Valerie Talmadge, MPA  
NJ Department of Children and Families  
Office of Licensing  
908-705-1366 (Cell)