



A New Arrival, Inc

PO Box 445 204 South Main Street Twin Bridges, MT 59754

Phone: (406) 684-5312 Fax: (406) 684-5315

www.anewarrival.com

A New Arrival, Inc is a fully licensed 501(c)(3) non-profit private adoption agency. *A New Arrival's* staff is dedicated to providing the most professional and ethical services to birth families and adoptive parents as well as putting the best interests of children first.

A New Arrival has successfully placed over 300 children from 10 different countries. In addition to domestic child placement and birth family services we also provide Post Placement Reports, conduct Home Studies and Home Study Updates.

A New Arrival's domestic adoption program involves the participation of at least two of *A New Arrival's* staff. Lori Jones represents the birth mother's interests first and foremost. Lori conducts clinical assessments through birth mother counseling and compiles the proper reports to ensure a clear and smooth process for all parties involved. A thorough investigation into the birth mother's medical, social and ethnic background is obtained as well as what may be necessary for birth mother expenses, if any, should she choose to proceed with an adoption plan for her unborn child. Lori provides post adoption counseling support to the birth mother if required. She is available 24 hours a day for free confidential services to birth families.

Lori Jones, *A New Arrival's*, Executive Director is the domestic adoption case worker and works directly with the prospective adoptive family. The matching of a birth mother to the prospective adoptive parents will not take place unless all Montana state laws have been followed and Lori has deemed the birth mother a good candidate for the domestic adoption program.

Adoptions require flexibility. It is a highly emotional process for both the birth family and the prospective adoptive parents. Birth parents have made some unselfish and difficult decisions to make an adoption plan for their unborn child and often prospective adoptive parents have struggled many years with infertility issues before selecting adoption as a viable option for building their family.

No two adoptions are alike and each birth family has different expectations regarding the type of adoption plan they select for their baby. *A New Arrival* will respect the rights of the birth family first and will facilitate open, semi open or closed adoptions. While we attempt to give you accurate timeframes and processes, these are subject to change.

A New Arrival is also aware that prospective adoptive parents also have expectations of the type of adoption they can participate in. Every effort is made to ensure the proper checks and balances are in place to match the appropriate birth mother with the appropriate adoptive family.

A New Arrival limits the numbers of domestic contracts it will accept. The purpose is to ensure our adoptive parents that the domestic contract is completed in an appropriate time frame. *A New Arrival* will place children born in Montana to Montana residents and qualifying adoptive parents outside the state of Montana.

Current References

Michelle and David Schechtman
Adopted Infant Girl in January 2005
Currently Residing in California
E-mail: twohoondz@hotmail.com

Brian and Nadine Elmore
Adopted Infant Boy in April 2005
Currently Residing in Montana
E mail: bnelmore@midrivers.com

Additional References Available Upon Request



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Domestic Client Contract

Client Name: _____ Client Name: _____
Applicant Age Spouse Age
Date of Marriage(s): _____ List Divorce(s) (if applicable): _____
Current # of Child(ren) in Family: _____ Age of Child(ren): _____
Mailing Address: _____
City/State/Zip: _____
Phone (Home): _____ (Home #2): _____ (Work): _____
(Cell): _____ (Cell #2): _____ (Fax): _____
(E-mail): _____

Home Study Information

A New Arrival, Inc clients retain a licensed social worker in their state of residence for completion of a Home Study. Home Study must meet all the requirements for domestic adoption in both the sending and receiving states. Typically your licensed social worker will request an autobiography, medical report from doctor, financial statement, child abuse checks, police clearance checks, and reference letters. Your social worker will inform you of any additional state requirements. *A New Arrival* will assist client's social workers with Montana Home Study requirements and if prospective adoptive applicants reside in a different state other than Montana, *A New Arrival* will assist in locating a licensed social worker in your state.

Agreement Regarding Financial and Legal Responsibilities

The undersigned understands that submission of the Domestic Client Contract. *A New Arrival, Inc* (hereinafter referred to as "ANA") does not guarantee the placement of a child(ren).

We agree to hold ANA harmless in the case of any disruption to the adoptive process as a result of the actions taken by any party involved in the process. Payments made to a third party become the property and the ultimate responsibility of the payee.

ANA does not assume any liability for funds that have been paid at the client's discretion to any third party once they have been received by that person. Any restitution to the client must be made by the ultimate payee of the client's funds.

We agree to hold **ANA** harmless for the recovery of those funds. If, in the course of your adoption, a US law or procedure changes which demands fees not previously required, or if we encounter a major raise in, doctor, birth mother, or other fees related to the adoption, **ANA** will advise you immediately, and you will be expected to cover the increase. If you decide after the assessment that the birth mother's maintenance is too costly for your budget then we may decline the right to proceed with the particular placement. **ANA** will make every effort to keep the costs to a minimum and to ensure good health and maintenance throughout the pregnancy. **ANA** will request only reasonable birth mother expenses as required by Montana state law. Once an "estimated budget" of the birth mother's expenses is signed by prospective adoptive parents then unless a major discrepancy of not less than \$1,000.00 occurs at anytime during the process prospective adoptive parents will be asked to follow through with the maintenance commitment. **ANA** will itemize all expenses for adoptive parents.

Legal Responsibility

We understand that once the relinquishment is legally signed by the birth mother and all the domestic adoption laws have been followed in regards to the relinquishment that we will have sole and complete financial responsibility for the child(ren) named in the relinquishment.

Furthermore, we agree that as soon as we have physical custody of the child(ren) that we cannot legally take the child(ren) across state lines until the relinquishment is signed and the Interstate Compact is complete. Also a legal risk statement is required in order to take physical custody of the child(ren) prior to the relinquishment period. If the birth mother changes her mind within 72 hours from the time of the baby's birth then we agree to return the child(ren) to **ANA**. Once the relinquishment is signed by the birth mother we understand her relinquishment and consent is considered irrevocable in the state of Montana unless the birth mother can prove she was coerced into relinquishing her child(ren) for adoption. Where applicable, both the sending and receiving states need to complete the Interstate Compact and **ANA** will do everything within its power to ensure it is done so in an expeditious manner once the relinquishment is signed by the birth mother.

We agree to provide our address and contact information in Montana and will make ourselves available if additional information is needed to complete the Interstate Compact.

Furthermore, we agree to keep in close contact with **ANA** to ensure that Post Placements requirements are met as it relates to the finalization of the adoption in the receiving state and county that the adoptive parents reside in.

We understand that the copies of these Post Placement Reports will be provided to **ANA** and understand that **ANA** has legal jurisdiction over the child(ren) until the adoption is finalized and approved in the courts that has legal jurisdiction over the county we reside in. **ANA** reserves the full and legal right to approve the adoption according to the current laws of the state of Montana and to ensure the state laws of the receiving state have been met prior to approval of the adoption.

We understand we cannot legally adopt the child(ren) less than 6 months after the consent to adopt has been signed and the appropriate domestic adoption laws of the sending and receiving state have been met. We understand that confidentiality of these reports shall be maintained unless information is specifically requested by any parties directly involved in the adoption process.

Furthermore, additional written agreements may be made between prospective adoptive parents and the birth mother and will be strictly enforced by the **ANA**. These agreements will be entered into with a clear understanding and agreement from all parties involved. We understand if the adoption disrupts for any reason or is not approved by the appropriate authorities in the sending and receiving states that we will hold **ANA** harmless as a result of the disruption. We agree to finalize our adoption in a timely manner.

We agree to provide **ANA** with all finalization documents and any other materials relating to the adoption so **ANA** can maintain a permanent file for our adopted child(ren). Once the final payment is made and legal relinquishment is acquired we further understand that there are no refunds of the domestic program fee if we are unable to finalize our adoption for any reason.

Financial Responsibility

We understand that our child(ren) may be born with undiagnosed medical, developmental, emotional or physical problems and do hereby agree that once the relinquishment is signed and we have assumed physical custody of the child(ren).

Sole financial responsibility for the child(ren), and that all expenses, including, but not limited to, those arising from the above stated problems, will be incurred by us and agree to prompt payment of all fees in accordance with the procedures set down by **ANA** on the program description sheets in effect at the time the contract is signed.

We understand that these fees may be subject to change but that we will be notified of

any fee changes promptly. At that time, we shall be given the opportunity to agree to the change in writing or withdraw from that program.

We understand that all *ANA's* fees will be explained to us at our satisfaction and we may decline to accept a match with a birth mother if her expectations of the adoption differ from ours or the financial needs of the birth mother are greater than we can afford.

We understand that if a match is declined we will be given the right to review the next available birth mother that has completed the assessment process with *ANA* once the birth mother approves us as prospective adoptive parents for her child(ren). Compliance of the Domestic Client Contract does not guarantee acceptance into a program. Should *ANA* not accept our contract, we understand that any unused fee will be refunded. Once accepted into a program, we understand that our service fee paid to *ANA* is non-refundable. *The balance of the domestic program fee of \$15,000.00 is due prior to the birth of the baby. We also understand that should the relinquishment paperwork not be signed by the birth mother that ANA will refund our \$15,000.00 in full within 7 days after the birth of the baby.* By signing this Domestic Client Contract, we acknowledge that we have received, read thoroughly and understand all of the material provided to us as an aid toward our decision to seek an adoption.

We understand that any legal or court expenses not relating directly to the finalization of the adoption that may arise related to the adoption will be the responsibility of the prospective adoptive parents should some unforeseen legal issues arise.

Release of File and Materials

We have submitted certain materials and information to *ANA* in anticipation of a designated domestic adoption placement and understand that *ANA* may from time to time be required to release any or all of this information to another agency or entity. This will usually be in the case where *ANA* is completing our Home Study and Post Placement supervision for a program handled by another child placing agency or when the child is adopted out of state and another licensed child placing agency is conducting the Post Placements and Home Study Reports for *ANA*. *ANA* Post Placement requirements will not exceed sending and receiving state laws except for any contractual requirements that post date this contract and are mutually agreed upon by both the prospective adoptive parent and birth mother. *ANA* will keep copies of any such agreements and will enforce such agreements in a timely manner as set forth in the mutual agreements and no agreement is complete unless it has the signatures and approval of both the birth mother and prospective adoptive parents. We understand that should our refusal to abide by any agreements result in any expenses to *ANA* as a direct result of *ANA's* attempts to enforce the agreements that



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Domestic Adoption Fee Schedule

Non-Refundable Service Fee ***\$3,000.00*** *(due with client contract)*

Services and Expenses Included With Fee:

**Providing Client's Social Worker with Home Study Requirements*

**Reviewing Client's Home Study for State Requirements*

**Administrative and Office Expenses from Contract Acceptance to Adoption Consent*

Birth Mother Expenses *(due upon receipt)*

Balance Program Fee ***\$15,000.00*** *(due prior to the birth of the baby)*

Services and Expenses Included with Fee:

**All Adoption Paperwork*

***Birth Mother Counseling Report*

***Social and Medical Histories*

***Voluntary Relinquishment Paperwork*

***Independent Legal Council for Birth Parents Under 18*

***Birth Father Consent*

***Termination of Parental Rights Hearing*

***In State and Out of State ICPC Requirements*

**Social Worker at Delivery*

**Intermediately Confidentiality Program*

**Post Adoption Support Services Birth Mother*

Estimated Fee Total ***\$18,000.00*** *& Birth Mother Expenses (due upon receipt)*

***** ANA will keep these at a minimum and will require prospective adoptive applicants to pay only what is necessary, reasonable and related to the pregnancy. Once a match is made the adoptive parents will pay all invoiced expenses not included in the Service and Program Fees. *****

*****If birth mother declines signing relinquishment paperwork the full fee will be refunded to the adoptive parents within 30 days after the birth of the baby.*****

Applicant Signature

Date

Spouse Signature

Date

Print Signature

Print Signature