



INTERNATIONAL CHRISTIAN ADOPTIONS

A Voice of HOPE for Children Worldwide

COVENANT OF MUTUAL UNDERSTANDING

The purpose of this Covenant is to serve as a foundational present and future guide for understanding, open communication and reference. Through this Covenant, you and ICA pledge to uphold one another in mutual trust, respect and care. Each will support without reservation the “ministry” of the other and shall seek to be God’s instrument in the spiritual and personal development of the other. The motivation of each shall be to encourage, support and pray for one another. We, ICA, are entering into a relationship with you, the prospective adoptive family, in a process that can be the greatest journey in your life filled with tears and joy, loss and hope. ICA will always seek to do what is in the best interest of a child and believes all children need a family. It is that passion that drives ICA to be the ministry it is.

Below begins the covenant of mutual understanding we have with one another.

DOMESTIC PROGRAM

- _____ 1. We understand that each adoption case is unique. If our case involves a voluntary relinquishment, the birthmother (after being medically discharged from the hospital) has three options in signing. Each option includes a holding period before the documents can be recorded. In one of the options, if she does not choose to have the relinquishment filed right away, she can choose to put it on hold. That holding period is determined by law and the choice is up to the birthmother.
- _____ 2. We understand that if our case involves a voluntary relinquishment a myriad of situations can occur at the time of the child’s birth. The birthmother may need a C-section, delaying the signing of the relinquishments; perhaps the birthmother delivers on a Friday and she chooses not to sign a relinquishment until she rests; perhaps our own schedule conflicts with hers. There is no guarantee or a set time or length of time it will take to receive relinquishment documents.
- _____ 3. ICA secures an attorney to terminate the rights of birth fathers. We understand that we are responsible for those costs and if it should lead into abandonment proceedings or be contested, we will be informed, and again, responsible.

(Domestic applicants read and initial #'s 4, 5, 6, 7, 10, 11,12, 15 & 17)

INTERNATIONAL PROGRAM

Medical Risk Disclosure

- _____ 4. We understand that International Christian Adoptions makes no representation expressed or implied concerning the physical or mental health of our child. There are numerous factors that we should consider with regard to our child's health. Typically in a foreign adoption there is a lack of medical information and records, and then the child's medical history is likely to be incomplete. We understand that ICA makes no representation concerning medical care that may or may not be necessary during or after the time the child is transported to the United States. We understand that ICA makes no representation as to the accuracy of the translations of pertinent documents and that the financial costs concerning said child's care is our sole responsibility. ICA makes no representation about what our insurance can or cannot cover. As an adoptive parent we will make all efforts to consult with many medical and therapeutic professionals and will make our decisions based on our own evaluation of said child's issues/problems. We will take full responsibility of the child and will not under any circumstances hold ICA or its agents responsible for the medical or mental condition of this child.

Statement of Good Faith

- _____ 5. We understand that ICA will make a good faith effort to share as much information about a child as is known and that current information on a child's behavior may not have a bearing on future development. Some of the children have physical handicaps, mostly correctable, and a number have a degree of prematurity in their birth history. Most of the children will have medical or social pathologies, i.e., mother is an alcoholic, father has mental illness, mother had VD, etc. We are aware that these children will have suffered institutional and emotional deprivation during their early years of life. The children ICA represents are in orphanages where they appear to be well cared for with warm, concerned caretakers, but very limited resources. These children should be considered "special needs" which stems from lack of or poor parenting; early loss of attachment or lack of attachment; a loss of personal history and genetic connection; moves and losses, and the development delays that are often the result of such losses. The information received by ICA on a child can be vague, minimal, incorrect, and often times alarming. ICA makes no assertions to us as to the reliability or validity of any diagnosis or information supplied to it.

Professional Advice

- _____ 6. We agree that it is in our best interest for us to seek out other professionals in fields of psychology, psychiatry and medicine to become more educated about these types of children and possible risks. We understand as an adoptive family, our whole family will need to be current on all immunizations and take preventative measures against communicable diseases. It is understood that some adopted children will have communicable diseases. The medical testing required for each child to enter into his country may not be reliable.

No Guarantees

- _____ 7. We understand that ICA cannot guarantee the ultimate selection or adoption of a particular child. ICA has no way of estimating the length of time it will take to place a child in our home.

Government Unpredictabilities

- _____ 8. We understand that foreign adoption is unpredictable; costs and requirements may change at any time during the process; and government interventions, changes in relationships between governments, and changes within governments can all affect the outcome of our adoption. ICA cannot be held responsible for such changes.

USCIS Clearances

- _____ 9. We understand that gaining USCIS approval and clearances are our responsibility. We understand that it is our responsibility to monitor USCIS expiration dates and re-apply if necessary. We know that omitting these steps or ignoring expiration dates can jeopardize our adoption.

Release of Records

- _____ 10. 1. According to Title 22, 35195 and 35277 of the adoption regulations, FC 8909 and the Hague Convention 96.52 (b) 2 there are requirements of an adoption agency to provide to “prospective” families redacted social and medical information about the child they want to adopt within 30 days of “placement”. A “prospective” adoptive family is differentiated from an adoptive family in two ways. One is that they have not yet adopted the child, have no rights to the child and two, they are not entitled to confidential child records (except as mentioned above) until “placement” and in some countries, once a final decree of adoption is rendered. These laws and regulations safeguard the rights and confidentiality of children. The following documents are considered confidential child records often not released until the adoptive “placement” is made or the final decree is rendered: Court records of termination of parental rights; social worker reports in child case records; foster care files; child attorney records; foreign government department renderings where child records are evaluated; interoffice, interagency and agency/government correspondences pertaining specifically to the child files (prior to and during the process of adoption); individual therapy sessions reports; psychological assessments and reports; supervisory reports; school reports; birthparent information; child abuse and neglect findings; medical records; and other such documents.

It is ICA’s standard of practice to release social and medical information at the earliest stages possible in the adoption process to “prospective” families. In foreign adoptions, sometimes this information is not reliable and sketchy at best. When more reliable information is discovered, it is always released. At placement (or at final decree of adoption in some countries) ICA releases all confidential child records allowable. Most countries prohibit the release of documents prematurely.

2. Staging Documents: ICA notifies families of stages completed and may not share the actual documents confirming those stages if the documents are deemed confidential. We understand that there are staging documents that are not confidential (i.e. USCIS or DHS case number assignments; documents that approve prospective family, etc.) and those will be released.

3. Letters, e-mails, other correspondence: Content is shared with prospective families but the document is not released especially if it is a government document.

E-mails, Blogging, forums, documents and/or content sharing

- _____ 11. We understand that to protect the confidentiality of the child we would like to adopt we must act responsibly. International adoptions can be highly stressful and unpredictable. There can be feelings of discouragement, helplessness and anger. The pain of waiting through the process can at times feel unbearable. There is a need to “vent”. There is a need for support. We agree to not copy, fax, scan or move electronically any actual document or content depicting confidential names, addresses, birthdates, location of orphanage, etc. Such acts could in fact endanger our adoption and perhaps disrupt the adoption of others. We agree to respect and encourage our adoption agency through all the tough processes in the adoption journey. We at no point will ever disparage a governmental office publicly. All frustrations will and can be voiced to our agency.

Contacting Government Offices

- _____ 12. We understand that the unauthorized contact of any government office is prohibited. We also understand that some of those offices are normal to contact (i.e., USCIS). We will be respectful in our contact and alert ICA prior to that contact.

Fees

- _____ 13. We understand that all ICA fees must be paid prior to traveling to the foreign country.
- _____ 14. We understand that all fees and reimbursements for expenses due to foreign staff and workers must be paid in full upon arrival in the foreign county. We understand that these fees and expenses are not negotiable.

Training

- _____ 15. We understand that ICA requires us to have 32 hours of training; attend wills/trusts presentations and obtain both health and mental health insurances.

Re-adoption and Post Placement

- _____ 16. ICA also requires us to complete a re-adoption once the child returns from the foreign country. The post-placement reports are done by our original home study agency and are due BEFORE 6 months after their foreign court date; BEFORE one year after the same court date and at two years and three years. Requirements may change from country to country.

The Real Mission

- _____ 17. International Christian Adoptions is first and foremost a ministry. ICA believes in the sanctity of life in that all children born and unborn are valued and uniquely made. The overriding mission is to offer children hope in the love of Jesus Christ; hope for basic needs; hope for an education and bright future; hope for a family they can call their own. This mission is fulfilled through adoption, foster care, humanitarian aid, counseling and support.

When we choose ICA as our ministry, we have entered a place of prayer; a place of encouragement and support; a place of intense battle for the lives of the unborn and orphaned. We understand that we may not yet know how painful the journey may be but we are committed in supporting ICA’s efforts. We further

