



INTERNATIONAL CHRISTIAN ADOPTIONS

A Voice of HOPE for Children Worldwide

DOMESTIC ADOPTION MINISTRY AGREEMENT

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. Our 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. International Christian Adoptions is one program of five ICA operates.

It costs a great deal of resources to run our programs domestically and internationally. There are no “fees per child” but rather an averaged fee per service (based on our programs) and broken down into an easier payment schedule. We do not work on a surplus nor does any private person benefit independently from our finances. We make a great effort to pay our creditors timely. No board member benefits financially. We seek outside sources (churches and foundations) for additional funding as well.

ICA asks its families to prayerfully consider the costs and whether they should proceed with an adoption before they make a commitment they cannot keep which puts the agency and the child in jeopardy. ICA has resources that may be available to offer funding. Please read the enclosed materials.

This Agreement is entered into this date by and between International Christian Adoptions (ICA) and the undersigned Adopting Parent(s) (AP). The purpose of this agreement is to set forth the terms under which AP have agreed to participate in with ICA’s Domestic Adoption Program and the duties and responsibilities of the parties. Please initial at the bottom of each page, sign last page, and return to ICA.

PLEASE NOTE: No work will be executed on your behalf until International Christian Adoptions receives this signed Agreement.

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**DOMESTIC ADOPTION
FEE SCHEDULE AND DESCRIPTION OF SERVICES**

AMERICA'S ORPHANS PROGRAM

ICA AGENCY FEE ***FREE**

*There are no ICA agency fees but there are incidental costs of travel; hotel; FedEx account, ICPC; attorney costs (though very rare); notarizations; psychologicals; fingerprint clearances, out-of-state home study agency costs (if any); CPR/First Aid/Water Safety; training courses, etc. \$0 – \$5,000

 
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NEW BEGINNINGS INFANT PROGRAM

AGENCY FEE **\$14,700.00**
*PLUS Donation and below

- \$ 500.00 Due with Preliminary Application
(Non-refundable after 30 days)

- \$3,500.00 Due upon approval of Preliminary Application
Formal Packet will be sent out
(Non-refundable)

- \$3,200.00 Due when Formal Application is received
(Non-refundable)

- \$3,250.00 **Gift of Life DONATION at selection by Birthmother



- \$7,500.00 Due at placement

- \$1,750.00 **Gift of Life DONATION due at placement

We understand that we are responsible for all associated costs including: travel; hotel; ICPC document preparation and submissions; attorney costs for birthfather terminations or disputes or your private choice of using attorney services; FedEx account, notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

*The "Gift of Life" DONATIONS expressed above are Non-Refundable and are deposited in a general fund used for birthparent expenses. If ICA does not use the entire balance, the remainder will be used to help another birthmother choose life.

If there are any refunds to your account, the "Gift of Life" DONATIONS will never be considered as refundable.

 
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Additional options offered in the New Beginnings Program:

“Matched” Adoption Plan

\$7,500.00
(Two Payments)
*PLUS Donation

This is a situation where you are already matched with a birth family and you need ICA’s services. ICA cannot work with unlicensed facilitators. However, if you come to ICA wanting ICA to complete all the necessary steps of home study, relinquishment services, placement and finalization, ICA will be happy to do so. Outside counseling services will be mandatory and incur additional costs. Other additional costs are outlined above (i.e. legal services to terminate the birthfather rights, etc.)

We understand that we are responsible for all associated costs including: travel; hotel; ICPC document preparation and submissions; attorney costs for birthfather terminations or disputes or your private choice of using attorney services; FedEx account, notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

*The “Gift of Life” DONATION is on a case-by-case basis depending on what you have already contributed to date and various other scenarios that we have to evaluate and discuss with you. Donations will never exceed \$5,000 and are never refundable and are assessed in two stages.

 
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Interstate Services

\$7,500.00
(Two Payments)
*PLUS Donation

Interstate Adoptions – ICA works with a licensed adoption agency in another state. ICA services will vary and must be discussed fully before engagement. In some cases, ICA performs relinquishment and interstate services. In other cases, ICA performs home study, post placement and interstate services. This is a flat non-refundable fee.

We understand that we are responsible for all associated costs including: travel; hotel; ICPC document preparation and submissions; attorney costs for birthfather terminations or disputes or your private choice of using attorney services; FedEx account, notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

*The “Gift of Life” DONATION is on a case-by-case basis depending on what you have already contributed to date and various other scenarios that we have to evaluate and discuss with you. Donations will never exceed \$5,000 and are never refundable and are assessed in two stages.

 
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NOTE: In all domestic infant programs, ICA asks your participation in marketing your profiles online and by other means that we have developed for you. ICA does not “market” for children or child referrals. All fees are for services rendered regardless of the outcome.

NON-REFUNDABLE FEES AND NO GUARANTEES

Fees are non-refundable. They are based on a convenient payment schedule and ICA's entire ministry. They do not guarantee successful completion of an adoption. We do not track activity and time spent. They are services incurred, services paid.

OTHER SERVICES

Post Placement Reports	\$ 350 (each)
Birthmother Counseling	\$ 75 (per session; minimum 4 sessions)
Home Study Only	\$2,000 (discounted rate)

LEGAL SERVICES

Termination of Birthfather Rights (out-sourced approx. \$750)
Contested Cases (out-sourced)

GENERAL RISKS

As with any adoption, there are risks. Though ICA will diligently seek a successful adoption for you, there is no guarantee that a placement will occur with you. ICA cannot control all aspects of the process. A birth parent may change their mind or a relative may decide to come forward.

MEDICAL AND DEVELOPMENTAL RISKS



Medical records are generally secured from the hospital after a baby is born. Social/Medical records from birthparents and/or caretakers tend to be self-reported. ICA cannot guarantee the accuracy of any records, and they, in fact may be incomplete and erroneous. The child may have been exposed to drugs or may have inherited disorders. Though it is rare for a child to be born with serious abnormalities, it does happen. There are no guarantees.

TIME FRAMES

It is hard to wait for a "call" of a possible placement for anyone in the adoption process. Some families do not wait very long and others wait years. No one knows when this will happen for you. If you are out-of-state ICPC may cause delays for you. Every state is different and though ICA will make every effort to get things done as quickly as possible, we may not be successful in your timelines. This is not a process that you or ICA can control.

OTHER ENTITIES IN THE PROCESS

ICA cannot control the actions of governments, attorneys, agencies or other entities involved before, during or after your adoption. We can simply try to be calm, patient and lean not on our own understanding, and do the best we can do.

 
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MEDIATION OF DISPUTES

The parties hereby agree to mediate any disputes or claims arising between them out of this Agreement or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally amongst the parties involved.

ARBITRATION OF DISPUTES

Adoptive parents agree that any dispute or claim in law or equity between adoptive parents and ICA arising out of this contract shall be decided by binding arbitration before a single neutral arbitrator and not by court action, except as provided by California law for judicial review of arbitration proceedings. A demand for arbitration by any part to this Agreement shall be in writing and shall be sent by U.S. mail, Federal Express, or hand delivery to the other party. The parties to this Agreement shall attempt to agree to a single neutral arbitrator within 60 days after a written demand for arbitration has been sent. If the parties cannot agree to a single neutral arbitrator, either party may petition the Superior Court for the County of Riverside to appoint the arbitrator.

The Arbitration shall be conducted in accordance with the California Code of Civil Procedure and the parties shall each have the right to discovery in accordance with CCP 1283.05 or such other California law as may be applicable at the time of the arbitration demand.

By initialing below, adoptive parents acknowledge that by agreeing to this “Arbitration of Disputes” provision, they are giving up any rights they may possess to have the dispute decided by court trial, jury trial, or appeal. AP and ICA will mutually decide on a Christian mediation service.

GOVERNING LAW

This Agreement and Attachments to Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this Agreement and Attachments to Agreement shall be Riverside County, California.

INTERPRETATION OF AGREEMENT

If any portion of Agreement or Attachments to Agreement is deemed unenforceable by a Court of Law, the remaining portions of the contract shall remain in full force and effect.

MODIFICATIONS

This Agreement and Attachments to Agreement may be supplemented, modified or amended, if the supplement, modification or amendment is made in writing, dated and signed by all parties.

 
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WAIVER OF LIABILITY

The Adoptive Parent(s) acknowledge and understand all the risks of adoption as set forth in this document.

Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document.

Adoptive Parent(s) hereby waive, release, and forever discharge ICA, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the Adoptive Parent(s) who sign this waiver may have now or in the future against ICA or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

In consideration of this waiver of liability, ICA agrees to provide adoption services to the Adoptive Parent(s) in accordance with the terms and provisions hereof and the Agreement for International Adoption Services executed by the parties hereto.

ACKNOWLEDGEMENT OF RISK

Adopting Parents acknowledge that they have read and signed the Risks, Disputes & Waiver of Liability Agreement, and understand its contents. Nothing in this Agreement and nothing in ICA's statements to Adopting Parent(s) shall be construed as a promise or guarantee about the outcome of Adopting Parent(s)' process in adoption. **Because of the nature of adoptions ICA makes no representations as to the outcome of an adoption. No guarantees can be given, although a candid exchange of questions and views between the parties is always encouraged.**

Governing Law This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this agreement shall be Riverside County, California.

This agreement was entered into this ____ day of _____, 20____, and shall be governed in accordance with the laws of the State of California.

Adopting Parent

Print Name

Adopting Parent

Print Name

International Christian Adoptions, by
