



INTERNATIONAL CHRISTIAN ADOPTIONS

A Voice of HOPE for Children Worldwide

INTERNATIONAL 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 International 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.

As part of this Agreement is on the Attachment called “Statement of Risks in International Adoptions Waiver of Liability”, it is important that you read and sign the document in its entirety. There are other requirements that will be delineated in this Agreement. Each country will require forms that express these requirements fully.

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POST PLACEMENT SUPERVISION AND REPORTS

It is the philosophy of ICA that each family should be seen within 10 days of placement or return from a foreign country. Supervision is critical to the success of your adoption and in essence the wellness of your family. For ICA families, (if ICA is your Primary Provider) supervision means a regular visit by ICA PLUS regular counseling appointments if you have adopted a child over the age of 2 years. This is why it is MANDATORY for families to have mental health insurance coverage and resources in the community that will support and help. ICA requires four visits and four reports with pictures within the first year from a licensed agency. Those reports will also serve as requirements for the foreign government. ICA will inform you of the exact details from the specified country chosen. If ICA is the Supervised Provider, it will adhere to the requirements of the Primary Provider.

In either case, post placement reports are MANDATORY. They are NOT an option and ICA will charge a FINE to the family if the report is late (even by one day). Late reports are serious infractions and are highly damaging to agencies not to mention future children who need forever families. Late reports and no reports cause a country to make restrictions or simply close adoptions. If your adoption disrupts, the current family will provide reports. If you are adopting a placement that disrupted you will be required to adhere to the requirements of reporting.

FINES

If a report is late whether it is your fault or the fault of the agency who is responsible for supervising, you will be fined \$2,000 plus all attorney costs, damages, travel and the like to ensure the country it was an innocent mistake. A second late report will be double the fine and serious ramifications.

REGISTRATIONS

Some countries require the registration of the child/ren's passports once the adoption is completed. ICA requires that registration is to occur immediately after the final conclusion of adoption while in the foreign country.

TRAINING

You will be required to attend 32 hours of training (some of which is online) which includes Hague Convention training.



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WILLS AND TRUSTS

There must be an appointed guardian and provision for financial security in the event of your untimely death or illness.

RE-ADOPTION

ICA requires ALL its cases to re-adopt through American courts.

ADDITIONAL FEES

Please see "Waiver" Attachment.

LIMITATIONS OF RESPONSIBILITIES

Please see "Statement of Risks in International Adoptions Waiver of Liability" Attachment.

INTERNATIONAL ADOPTION FEE SCHEDULE

There are NO costs per child. ICA does not guarantee the outcome of the adoption. Fees are for services performed and averaged total ministry costs.



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REGULAR INTERNATIONAL ADOPTION
MINISTRY PROGRAM

AMOUNT	DUE	OTHER NOTATIONS
\$ 500.00	With Preliminary Application	Non-refundable after 30 days
\$2,500.00 +**\$1,350.00	Due upon approval of Preliminary Application. Formal is sent.	Non-refundable Non-refundable donation
\$2,500.00 +**\$1,350.00	Due one month <u>after</u> Formal was sent to you by ICA	Non-refundable Non-refundable donation
\$4,000.00	Due prior to receiving last stage of international documents	Non-refundable
\$2,500.00	*Due when Dossier is sent to foreign country	Non-refundable


TOTAL: \$12,000 PLUS \$2,700 Donation


Does not include out-of-pocket expenses for FedEx account; notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

* (Please see foreign out-of-pockets for additional costs)

(If you are out-of-state, in addition to estimated foreign out-of-pockets you will pay your home study agency for home study and post placement).

** This amount is a Non-Refundable Donation which is entered into a general account called "Family Sponsorship". This is a general fund used for families who are in need of extra services.


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ADOPTION COSTS PAID TO OTHERS
(Best Estimate)

Estimated Fees for Orphan Adoption	IN UNITED STATES	
\$670.00	USCIS Application	
\$80.00 per adult	USCIS Fingerprinting per adult living in the home	
\$1,000.00	APOSTILLE and/or Authentication of Documents (estimate)	
\$300.00 - \$500.00	FEDEX Account	
	IN FOREIGN COUNTRY	
\$5,000.00-\$9,000.00	Foreign Provider of Services (See Individual Country Fee Sheets)	
\$115.00	Visa Medical Exam for Adoptive Child	
\$380.00	U.S. Immigration Visa for Adoptive Child	
\$200.00 per parent	Letter of Invitation	
\$350.00 each	Expedited Service for Travel Visa	
\$200.00	Gift List	
2-50# pieces of Luggage per family	Humanitarian Aid	
0	Child Care/Foster Care Services	
	ADDITIONAL COST	
	Sibling	
	Visa Medical Exam for Adoptive Child	\$115.00
	U.S. Immigration Visa for Adoptive Child	\$380.00

Varies Per Country	SAMPLE OF YOUR ESTIMATED COSTS	
	ESTIMATED TRAVEL EXPENSES (See Est. Travel Country Fee Sheet)	
	First Trip (est. 5 days):	
\$ 1,300.00 x 2	Adult Airfare/per Person/International Travel	
\$ 1,800.00	Lodging/Meals/Transportation in Country	
	Second Trip (est. 10-14 days):	
\$ 1,300.00 x 2	Adult Airfare/Per Person/International Travel	
\$ 1,300.00	Child Airfare/Per Person (Approx. 10% of adult fare for child under 2 years old. Children over 2 years pays full fare)	
\$ 4,500.00	Lodging/Meals/Transportation in Country	



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**RELATIVE INTERNATIONAL ADOPTION
MINISTRY PROGRAM COSTS**

AMOUNT	DUE	NOTATIONS
\$ 500.00	With Preliminary Application	Non-refundable
\$2,000.00	Upon approval of Preliminary Application. Formal Packet will be sent out.	Non-refundable
\$2,000.00	Due at Home Inspection	Non-refundable

* Ask staff about possible funding sources or payments.

Does not include out-of-pocket expenses for FedEx account; notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

 
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**ICA AS EXEMPT
OR SUPERVISED PROVIDER**

AMOUNT	DUE	NOTATIONS
\$ 500.00	With Application	Non-refundable
\$4,000.00	Upon approval of Preliminary Application. Formal Packet will be sent out.	Non-refundable

Costs include (some or all of the mentioned) supervision visits, post placement reports, home study assessment and dossier perspective assistance.

Additional costs will be charged for each supervision report beyond the four.

Does not include out-of-pocket expenses for FedEx account; notarizations; psychologicals; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses, etc.

 
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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

Social/Medical records from birthparents 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

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country.

International adoptions are also at the mercy of international politics and national politics of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors may impact your adoption at any point in the adoption process.

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.

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

 
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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.

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.

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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, board members, 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 Signature

Print Name

Adopting Parent Signature

Print Name

International Christian Adoptions Representative