



# FAMILIES THRU INTERNATIONAL ADOPTION

(a state licensed not-for-profit child placement agency)

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## STATEMENT OF UNDERSTANDING AND RISKS FOR INDIAN ADOPTIONS AND NON-INTERVENTION POLICY

Families Thru International Adoption, Inc. (hereinafter referred to as “FTIA”) and the undersigned Adopting Parent(s) enter into this Agreement, which supplements the Application for Adoption and Adoption Services Agreement, with the intention of working toward an international adoption from India. By their signatures below, Adopting Parent(s) acknowledge their understanding of the risks that are part of international adoption/guardianship and agree to the following:

1. All adoption/guardianship placements have certain risks. These risks include but are not limited to: 1) a misdiagnosed medical/developmental condition, 2) an undiagnosed medical/developmental condition, 3) India suspending or stopping international adoptions, and 4) going through the entire adoption/guardianship procedure only to have the judge in India not approve the adoption/guardianship. The purpose of this document is to set forth several of the significant risks associated with entering into an adoption plan that we hope you already understand and have been advised of. There are others, but it is impossible to put in writing the risks of each individual adoption. You as (a) potential Adoptive Parent(s), are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured, nor are you obligated or required to continue the adoption plan at any time up to the establishment of the adoption/guardianship in India.
2. FTIA cannot predict an adopted child’s mental or physical development, emotional and/or personality characteristics, health, medical issues, learning disabilities, intellectual ability, hyperactivity, attention deficits, appearance or inherited characteristics. Information provided to the Adopting Parent(s) from the orphanage may be incorrect because any social, medical, or family history has been provided by birth parents or other contacts (e.g., orphanages, doctors) which are beyond FTIA’s control. Adopting Parent(s) understand and acknowledge that the medical/physiological/developmental/emotional information provided by orphanage representative(s) may be incomplete or erroneous. Adopting Parent(s) understand and agree that FTIA cannot verify any of the medical or developmental information provided to the Adopting Parent(s) because it comes from government officials and others beyond the control of FTIA.
3. A child(ren) will be identified for the Adopting Parent(s) according to Indian law/regulations. FTIA cannot guarantee the accuracy of any information provided to you by the Indian adoption officials. In every country, including India, there is a chance of infectious diseases (i.e., AIDS, Hepatitis, etc.) and the possibility of false negative or false positive test results because of poor testing practices and/or other inaccurate or omitted information. Adopting Parent(s) agree to hold FTIA harmless and not pursue any legal action against FTIA for any undiagnosed or misdiagnosed medical/developmental/physiological/emotional condition of their adopted child(ren) whether the condition is discovered prior to completing the adoption/guardianship in India or after returning to the United States with their child(ren). Adopting Parent(s) understand that FTIA recommends Adopting Parent(s) to obtain an independent medical opinion as to the medical condition of the child they are to adopt and to base their decision on whether to accept the referral of any child on the independent medical opinion. If Adopting Parent(s) choose to not obtain the independent

- medical opinion, Adopting Parent(s) understand that it is a breach of FTIA policy and Adopting Parent(s) proceed with the adoption at their own risk and just as if they had obtained an independent medical opinion and relied upon that medical opinion.
4. FTIA will always stand by Adopting Parent(s)' decision to accept or decline a referral of a child given by the Indian adoption officials/orphanage.
  5. When a referral is declined, FTIA requires Adopting Parent(s) to obtain a written statement from the doctor to submit to the Indian adoption officials stating the medical concerns leading to the decision to decline the referral. Adopting Parent(s) understand that FTIA will advocate on behalf of the Adopting Parent(s) to obtain a new referral upon the Adopting Parent(s)' request but the ultimate decision will be made by the Indian adoption authorities which is beyond FTIA's control.
  6. The undersigned Adopting Parent(s) understand(s) that India currently requires post-placement/post-adoption reports every three months for two years after return from India then every 6 months for the next three years. The first 3 post-placement/post-adoption reports must be completed by the social worker who completed the original home study unless Adopting Parent(s) have moved to a new location not served by the home study agency. After 3 post-placement/post-adoption reports have been submitted, subsequent post-placement/post-adoption reports may be prepared by the Adopting Parent(s) if approved by the Indian orphanage if Adopting Parent(s) have submitted a certified copy of the Court Order granting the adoption in the state of residence. By our signature(s) below, the undersigned Adopting Parent(s) agree(s) to complete the post-placement/post-adoption reports as required by India and submit these reports to FTIA by the requested time, although this may present additional cost after the adoption. The undersigned Adopting Parent(s) understand(s) and agree(s) that if India changes its current practice and requires additional post-placement/post-adoption reports or actions, that the undersigned will provide the required post-placement/post-adoption reports.
  7. Adopting Parent(s) agree(s) to initiate an adoption proceeding in their state/county courts within 6 months of their child entering into the U.S. under a guardianship or as soon as allowed by state law. Adopting Parent(s) agree(s) to provide FTIA a copy of the Order granting the adoption from the state/county court. FTIA must submit the final Adoption Order to India. If the adoption is completed as a Hindu Adoption in India, we agree to provide to FTIA a copy of the Hindu Court documents within 30 days of our return from India.
  8. International adoptions are unpredictable. There can be no assurances or guarantees on the health of any child(ren) or of the successful completion of an adoption/guardianship, and FTIA is not legally responsible to the Adopting Parent(s) if for any reason the Adopting Parent(s) do not complete the adoption after accepting a referral due to events, representatives, courts, or any other reason in India. For example, the possibility always exists that the adoption process could be delayed or discontinued by the sending country (i.e. India). In addition, the adoption/guardianship may be discontinued if the adoption/guardianship is for any reason not approved by the local courts in India or other licensing bodies of the sending country (i.e. India). In the event the adoption is not completed for any reason, the Adopting Parent(s) understand that the fees and other expenses (e.g. travel, visas, etc.) already paid by the Adopting Parent(s) whether or not these fees are paid through FTIA, are not refundable. FTIA's refund policy for fees is explained in the Application for Adoption and Adoption Services Agreement previously signed by the Adopting Parent(s).
  9. FTIA is not legally accountable to the Adopting Parent(s) for the action or inaction of any third party, such as any overseas agency, orphanage, lawyer or representative, or any official of any overseas court, government body, or any other organization or individual. Adopting Parent(s) agree to hold FTIA harmless for the actions of any third party.
  10. The undersigned Adopting Parent(s) agree that if they decide to disrupt their placement before their adoption of the child placed in their guardianship is completed in their state court, that Adopting Parent(s) will: 1) notify FTIA of their decision and allow FTIA to try to identify another family, 2) if foster care is necessary while FTIA identifies another family, Adopting Parent(s) will be responsible to pay for the foster care or reimburse FTIA if FTIA pays for the foster care, 3) Adopting Parent(s) will be responsible for their own legal expenses as Adopting Parent(s) will be

required to prepare and sign legal documents necessary to place the minor with another family, and 4) if travel is necessary for either the Adopting Parent(s) or the parents the child is placed with to transfer the minor from Adopting Parent(s) place of residence to the residence of the family identified by FTIA for the placement of the minor child, Adopting Parent(s) agree to pay for all the travel-related expenses.

11. FTIA will advocate for and work on behalf of the Adopting Parent(s). This Statement of Understanding and Risks for Indian Adoptions is to assure Adopting Parent(s) starting the adoption process are aware of the risks (financial, health, emotional, legal) of international adoption and that the Adopting Parent(s) voluntarily, knowingly, and willingly accept these risks.
12. FAMILY NON-INTERVENTION POLICY
  - A. Families are prohibited from directly intervening in their own cases. This prohibition includes phone calls, emails or other contact with any India FTIA representatives, or Indian government offices, orphanages, or officials. Politics are an inherent are of international adoption and Adopting Parent(s) can easily and inadvertently jeopardize their own case, other families' cases and/or the reputation of FTIA. Contact with India only slows processing in everyone's case since time has to be taken to address the contact and misunderstandings can easily arise, leading to more time spent, as well as heightened stress for families.
  - B. Families are required to communicate with FTIA staff in a respectful manner. While frustration and anger are understandable at times, yelling, cursing or other types of disrespectful communication are not acceptable. This period of time to complete the adoption/guardianship can be a true test of your future parenting. How you react during this period of time can be an indicator if how you would parent a child. It is our expectation that the staff at FTIA is treated with the same respect that you will provide your child.
  - C. Families may not travel until FTIA instructs them to do so. Families who travel without FTIA authorization may end up paying penalty fees for changing airline or other reservations. Processing will not move faster simply because the family arrives in India earlier than their given time. FTIA is not responsible for extended travel times, extra expenses or other negative consequences that may occur as a result of families choosing their own travel dates.
13. Adopting Parent(s) understand(s) and agree(s) that this Statement of Understanding and Risks for Indian Adoptions is incorporated with all the terms of the Application and Adoption Services Agreement that Adopting Parent(s) signed earlier in this adoption process.

Families Thru International Adoption, Inc.

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Salome LaMarche  
Director of Programs

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Date

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ADOPTING PARENT

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Date

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ADOPTING PARENT

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Date