



# FAMILIES THRU INTERNATIONAL ADOPTION

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

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## STATEMENT OF UNDERSTANDING AND RISKS FOR ETHIOPIAN ADOPTIONS

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

1. As was disclosed to Adopting Parent(s) when Adopting Parent(s), submitted their Application and Adoption Services Agreement to FTIA, the adoption is being done in partnership with Bethany Christian Services (BCS). Specifically, the license of BCS is the license that is being utilized to complete the adoption. Therefore, we/I understand that and agree that the language in our/my Application and Adoption Services Agreement relating to the enforcement of post-placement and post-adoption requirements and right given to FTIA to enforce post-placement/ post-adoption requirements is also given to BCS. Further, we/I understand, agree, and give permission for FTIA to share our information with BCS including a copy of our Application and Adoption Services Agreement as well as all dossier documents.
2. All adoption placements have certain risks. These risks include but are not limited to: 1) an undiagnosed/misdiagnosed medical/developmental condition, 2) Ethiopia suspending or stopping international adoptions, and 3) going through the entire adoption procedure only to have the judge in Ethiopia not approve the adoption. The purpose of this document is to set forth several of the significant risks associated with entering into an adoption plan. 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 Court finalization of the adoption in Ethiopia.
3. 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 staff 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/developmental/physiological/emotional information provided by adoption and/or orphanage representative(s) may be incomplete or erroneous. Adopting Parent(s) must consult with a medical doctor, and specifically recommended is a doctor with experience in reviewing Ethiopian medicals for adoptions, and rely on the opinion of the doctor, before accepting the referral of any child
4. A child(ren) will be identified for the Adopting Parent(s) according to Ethiopian law/regulations. Under current adoption practices, Adopting Parent(s) will receive referral information after they have submitted their dossier. FTIA cannot guarantee the accuracy of any information provided to

you by the Ethiopian adoption officials or other independent medical services. In every country, including Ethiopia, 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 in Ethiopia or after returning to the United States with their adopted child(ren). Adopting Parent(s) understand that FTIA requires 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.

5. FTIA will always stand by Adopting Parent(s) decision to accept or refuse a referral of a child.
6. When a referral is declined, FTIA requires Adopting Parent(s) to obtain a written statement from the doctor to submit to the Ethiopian adoption officials.
7. The undersigned Adopting Parent(s) agree that if they decide to dissolve their placement after the child's is in the U.S., 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 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.
8. The undersigned Adopting Parent(s) understands that Ethiopia currently requires three (3) post-adoption reports after returning from Ethiopia to be prepared by the person who completed your original home study or another licensed home study agency. These reports are due three (3), six (6), and twelve (12) months after returning from Ethiopia. The first post-adoption report is to be submitted no later than three (3) months after your return. The second post-adoption report is to be submitted no later than six (6) months after your return and the third post-adoption report is to be submitted no later than twelve (12) months after your return. It is further understood that after the first three (3) post-adoption reports, Ethiopia requires post-adoption reports to be submitted annually until the child(ren) turns eighteen (18) years of age. The first annual report will be due in Ethiopia twenty-four (24) months after your return from Ethiopia (and each year thereafter until child(ren) turns eighteen (18) years old) and will be submitted no later than one (1) month prior to the report's due date in Ethiopia. We/I understand that upon FTIA's approval the annual reports beginning with the twenty-four (24) month report, might be completed by us/me. Each post placement requires 6-8 different photos of the child & parents/siblings. By our signature(s) below, the undersigned Adopting Parent(s) agree(s) to complete the post placement reports as required by Ethiopia and submit these reports to FTIA by the requested time, although this will present additional cost after the adoption. The undersigned Adopting Parent(s) understand(s) and agree(s) that if Ethiopia changes its current practice and requires additional post placement reports and pictures or actions, that the undersigned will provide the required post placement reports.
9. 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, 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 Ethiopia. For example, the possibility always exists that the adoption process could be delayed or discontinued by Ethiopia. In addition, the adoption may be discontinued if the adoption is for any reason not approved by the local courts in Ethiopia or other licensing or investigating body or

bodies of Ethiopia. In the event the adoption is not completed for any reason, the Adopting Parent(s) understand that the international 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 FTIA agency fees is explained in the Application and Adoption Service Agreement signed by the Adopting Parent(s).

10. FTIA is not legally accountable to the Adopting Parent(s) for the action (or inaction) of any third party, such as any overseas agency, 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.
11. FTIA will advocate for and work on behalf of the Adopting Parent(s). This Statement of Understanding and Risks for Ethiopian 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. Adopting Parent(s) can decline to sign this Statement of Understanding and Risks for Ethiopian Adoptions and discontinue their adoption plan with FTIA.

Families Thru International Adoption, Inc.

\_\_\_\_\_  
Keith M. Wallace  
Executive Director

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Date

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ADOPTING PARENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADOPTING PARENT

\_\_\_\_\_  
Date