



# FAMILIES THRU INTERNATIONAL ADOPTION, INC.

400 Bentee Wes Court • Evansville, IN 47715  
Phone: 812-479-9900 • Toll Free: 888-797-9900 • Fax: 812-479-9901  
adopt@ftia.org • www.ftia.org  
Office Hours: Monday - Thursday  
8:00a.m. - 5:00p.m. (CT)



## APPLICATION FOR ADOPTION & ADOPTION SERVICES AGREEMENT

PLEASE READ CAREFULLY

All information on the Application for Adoption and Adoption Services Agreement is only seen by FTIA. The information requested is only to provide an initial screening and identify any possible issues that should be addressed at the beginning of the adoption process. Please type or print legibly.

Application Rec'd: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Coord. Assigned: \_\_\_\_\_

### WHICH PROGRAM ARE YOU APPLYING FOR? (PLEASE CHECK APPROPRIATE SELECTION)

- |                                 |                                 |  |                                    |                                  |
|---------------------------------|---------------------------------|--|------------------------------------|----------------------------------|
| <input type="checkbox"/> Brazil | <input type="checkbox"/> China  | <input type="checkbox"/> China Waiting Children      | <input type="checkbox"/> Guatemala | <input type="checkbox"/> Vietnam |
| <input type="checkbox"/> India  | <input type="checkbox"/> Russia | <input type="checkbox"/> Waiting Children(non-China) | <input type="checkbox"/> Ethiopia  | <input type="checkbox"/> _____   |

### MOTHER

Full Legal Name \_\_\_\_\_ Nickname, If Any \_\_\_\_\_

Home Address: (Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (County) \_\_\_\_\_

If you have not lived at the current address for 5 years, please list all previous addresses for the last 5 years on a separate page.

Home Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Home Email: \_\_\_\_\_

Passport #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If no passport, please apply & provide us the passport # when one is issued, but send in the FTIA application now.

Soc. Sec. No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Age \_\_\_\_\_ D.O.B \_\_\_\_\_

Birthplace: \_\_\_\_\_ Citizenship: \_\_\_\_\_

If India, OCI  Yes  No

If India, NRI  Yes  No

Please indicate by checking the boxes below if we may contact you at work.

Phone (WORK): (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  Fax (WORK): (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  Email (WORK): \_\_\_\_\_

### FATHER

Full Legal Name \_\_\_\_\_ Nickname, If Any \_\_\_\_\_

Home Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Home Email: \_\_\_\_\_

Passport #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If no passport, please apply & provide us the passport # when one is issued, but send in the FTIA application now.

Soc. Sec. No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Age \_\_\_\_\_ D.O.B \_\_\_\_\_

Birthplace: \_\_\_\_\_ Citizenship: \_\_\_\_\_

If India, OCI  Yes  No

If India, NRI  Yes  No

Please indicate by checking the boxes below if we may contact you at work.

Phone (WORK): (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  Fax (WORK): (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  Email (WORK): \_\_\_\_\_

### PREFERRED EMAIL ADDRESS

PREFERRED EMAIL ADDRESS: \_\_\_\_\_

During the course of your adoption we will communicate on a regular basis and most of our communications are through email. Please identify the preferred email address where we will communicate with you.

Do you have a medical plan that will also include the adopted child? Yes  No

Did anyone refer you to our agency? If so, who? \_\_\_\_\_

**EMPLOYMENT**

Employer(s)

Position/Title

Annual Income

(Father) \_\_\_\_\_

(Mother) \_\_\_\_\_

Additional Income \_\_\_\_\_ Source of Additional Income \_\_\_\_\_

**EDUCATION**

Highest Level (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_

**MARITAL STATUS**

(please circle)

Married

Divorced

Single (never married)

Widowed

1. If currently married, date, city, and state of marriage: \_\_\_\_\_
2. Do you have children? Yes/No - If yes, please complete the information below for **each** child. Use a separate page if more space is needed.

NAME (please name all children even if not living in the home)	Date of Birth	M/F	Adopted (A) or Biological (B)	# of Months per Year Residing in Your Home

3. Are there previous marriages? Yes/No - If yes, please list all the previous marriages/divorces:  
 Dates of marriage(s) (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_  
 Dates of divorce(s) (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_
4. Briefly describe custody arrangements, if any: \_\_\_\_\_
5. Is there anyone besides your children living in your home? Yes/No - If yes, please list their names, ages, and relationship to you: \_\_\_\_\_
6. Have you ever had your parental rights terminated (voluntarily or not) or had a child removed from your home, even if temporarily, by government/licensed authorities? Yes/No - If yes, please explain on a separate page.

**PERSONAL INFORMATION**

1. Is there a personal history of a nervous or mental disorder? Yes/No
2. Have you ever had any individual or marriage counseling? Yes/No
3. Do you now or have you even had a problem with substance or alcohol abuse? Yes/No
4. Have you ever sought treatment and/or counseling for alcohol or drug abuse? Yes/No
5. Have you ever been investigated for, charged with, arrested for (even if it did not result in a conviction), and/or convicted of a felony or a misdemeanor as a juvenile or adult, even if expunged, pardoned, or the subject of any other amelioration? (other than minor traffic violations)? Yes/No
6. Have you ever been investigated for, charged with, arrested for (even if it did not result in a conviction), and/or convicted of any crime in a military court, even if expunged, pardoned, or the subject of any other amelioration? Yes/No
7. Have you ever been the victim or perpetrator of child abuse? Yes/No
8. Have you ever been the victim or perpetrator of domestic violence? Yes/No
9. Do you have/had any surgeries, chronic or major health issues, eg. cancer, diabetes, etc.? Yes/No
10. Are you on any prescribed medication or have you been on any prescribed medication in the last two years? Yes/No
11. Has either of you been diagnosed as having infertility problems? Yes/No
12. Are you currently undergoing any type of infertility treatment? Yes/No
13. \*Religion (including denomination if applicable): (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_
14. \*Ethnicity: (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_
15. \*General Health Conditions: (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_  
 Weight (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_  
 Height (Father) \_\_\_\_\_ (Mother) \_\_\_\_\_

**If you answer yes to any personal information questions 1 - 12, please explain on a separate page.**

\*FTIA does not discriminate on the basis of race, color, religious creed, disability, ancestry, national origin (including limited English proficiency), age or sex. We request this information because some sending countries have unwritten practices which disallow applicants of certain religious faiths, medical conditions, or ethnic heritage from adopting children from their country.

**FINANCES**

(This information does not need to be exact, approximate numbers are okay.)

Real Estate-Current Value: \_\_\_\_\_ Mortgage Balance: \_\_\_\_\_  
Personal Property (including automobiles): \_\_\_\_\_ Bank Loans: \_\_\_\_\_  
Investments (including retirement): \_\_\_\_\_ Other Indebtedness: \_\_\_\_\_  
Total Savings: \_\_\_\_\_ Total Indebtedness: \_\_\_\_\_  
Total Assets: \_\_\_\_\_

**ADOPTION PREFERENCES**

1. Please explain the reason you want to adopt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If married, are both adopting parents willing to travel? Yes/No If no, please explain.  
(If you are applying to adopt from Russia, please understand that both husband & wife are required to travel.)  
\_\_\_\_\_  
\_\_\_\_\_

3. What are your preferences regarding the age and gender of the child you want to adopt? Age\* \_\_\_\_\_ Gender \_\_\_\_\_  
\*“Infant” or children “as young as possible” is different for different countries and is usually anywhere from 6-15 months. If you have any questions, please contact us.

4. **Definitions:** When there is discussion in the adoption community about “special needs” or “medical special needs” or “minor correctable special needs,” there will never be a complete agreement as to the exact meaning of these terms, but for the purpose of our communication with you, we make the following definitions:

**Minor Correctable Special Needs** - This, as the name suggests, is a medical condition that needs attention, and the assumption, though not guaranteed, is that a relatively minor medical procedure could permanently correct the condition affecting the child. Examples of a minor correctable special need include, but are not limited to: club foot, cleft palate, cleft lip, and birth marks requiring medical removal. Minor correctable special needs do not include the need for glasses, minor rashes, minor rickets, low birth weight and some developmental delay, or other similar conditions.

**Medical (or Major) Special Needs** - This is a condition which can include, but is not limited to: deafness, blindness, missing limb, or certain heart conditions. It can also be a medical condition which may require major surgery, and there is no assurance that the condition, even after surgery or other medical intervention, will be partially or completely resolved. It could be a condition which may include or involve a significant amount of risk with regard to the health (and life) of the child. The prospective adopting parent(s) must be willing to accept the prognosis and the long-term effects of such special need.

Are you willing to accept a child with known minor or correctable special needs? Yes/No  
If yes, please identify acceptable minor correctable special needs:  
\_\_\_\_\_  
\_\_\_\_\_

Are you willing to accept a child with a known medical special need? Yes/No  
If yes, please identify acceptable medical special needs:  
\_\_\_\_\_  
\_\_\_\_\_

5. Do you are present have an active application with any other adoption agency where there is a possibility of the placement of a child with you? Yes/No If yes, please explain.  
\_\_\_\_\_  
\_\_\_\_\_

6. You will be assigned an FTIA coordinator to assist you from the time we receive your application until you complete your adoption, and even after if necessary. FTIA has a great team of coordinators, but we realize that sometimes there are conflicts of personalities or temperaments. To help us assign the most appropriate coordinator, please tell us something about your personality and style. Are you a type A or type B personality? Do you have any specific preferences or concerns regarding how your coordinator can best communicate with you during the adoption process? Please note that after we assign you a coordinator, if there is a difficulty in the future please feel free to contact the Program Manager of the country program or the Executive Director who will work with you to assign a different coordinator.  
\_\_\_\_\_  
\_\_\_\_\_

**HOME STUDY & CITIZENSHIP AND IMMIGRATION SERVICES (CIS)**

1. The agency that completes your home study, if FTIA is not preparing your home study, is required to enter into an agreement with FTIA regarding the services each agency is going to provide you. Please note, your home study agency must meet certain criteria/accreditation before FTIA will enter into an agreement with the agency, so we strongly recommend consulting with FTIA before selecting a home study agency or paying any money to an agency for your home study. If you have already selected a home study agency, please list the name, address, telephone number, and email so we may contact them to insure they meet the necessary requirements.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you already filed an I-600A or I-800A with the CIS? Yes/No - If yes, date you filed: \_\_\_\_\_

**RELEASE TO USE YOU AS A REFERENCE**

For most families contemplating international adoption, their best resource is families who are in the process of adopting internationally or who have completed an international adoption. By your signature(s) below, you are giving FTIA permission to provide your first name(s), the country you are adopting from, and telephone number and/or home e-mail address to prospective adopting families through our literature and web site until such permission is withdrawn by you in writing.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**RELEASE TO USE PICTURES**

As part of FTIA's continuing work, we: 1) prepare written materials, brochures, and a web site that include pictures of children and adoptive parents to distribute at informational seminars and other public venues; 2) place information about FTIA and/or FTIA Informational Meetings in newspapers, adoption related publications, etc. that include pictures of children and adoptive parents; 3) prepare displays for adoption seminars and adoption fairs that include pictures of children and adoptive parents; and 4) have produced from time to time an introductory video/CD about international adoption that includes pictures of children and adoptive parents. The rights to use referral pictures we provide to you with your referral, and any updated pictures provided during the adoption process, remain with FTIA. By your signature(s) below, you are giving FTIA permission to use pictures you send to us of you and/or your adopted child(ren) as part of these materials without any identifying information (e.g. last name, telephone number, etc.) until such permission is withdrawn by you in writing.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**REFUND POLICY & FISCAL MANAGEMENT**

We strive to provide our families with exceptional service and a true feeling of security and comfort. For that reason, we have established our fee structure so that you only pay \$200.00 at the time of application, and the remainder of your FTIA Agency Fee over the course of your adoption. Because our work is ongoing and you are paying for the adoption services we provide (and not a child), when any FTIA Agency Fee is submitted, it is nonrefundable. For example, when you submit \$200.00 with your application, the \$200.00 is nonrefundable. The same applies when you submit to FTIA the second part of your Agency Fee with your dossier and the final part of your Agency Fee upon accepting the referral of a child. Please note that on a case-by-case review, FTIA may refund some FTIA Agency Fees upon the approval of the Executive Director. Although we will work hard to obtain the refund of any international fees paid to a foreign coordinator/attorney/authority, we cannot make any assurances or promises for the return of international fees or for foreign expenses (whether you submit a check payable to the foreign representative or you submit a check payable to FTIA and FTIA pays the foreign representative with your monies through an FTIA "pass through" account), if you withdraw from the adoption process for any reason or if the adoption fails for any reason. The policy of each foreign coordinator/attorney/authority is no refunds under any circumstances because you are paying for ongoing services, not the completion of an adoption. Your signature(s) below indicates that you understand and accept this refund policy.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**I/WE HEREBY CERTIFY BY SIGNING BELOW THAT ALL INFORMATION GIVEN IN THIS APPLICATION IS CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF.**

I/We understand the FTIA Agency Fee is \$5,800.00, unless I/we am/are adopting a special needs child or siblings.  
I/We also have reviewed all costs and expenses as included in the International Adoption Guide or on FTIA's web site at www.ftia.org.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE RETURN THIS APPLICATION FOR ADOPTION & ADOPTION SERVICES AGREEMENT, PHOTOGRAPH OF APPLICANTS/FAMILY AND \$200.00 TO:**

**Families Thru International Adoption, Inc.** • 400 Bentee Wes Court • Evansville, Indiana 47715  
*(Remember to make a photocopy of this Application for Adoption & Adoption Services Agreement for your records.)*

## RESPONSIBILITIES OF THE PARTIES

**FAMILIES THRU INTERNATIONAL ADOPTION** (herein referred to as **FTIA**) shall provide the following services to Adopting Parent(s):

1. Provide information to prospective Adoption Parent(s) on current international adoption programs.
2. FTIA provides Adopting Parent(s) with an individualized case/service plan through the MyFTIA web site - password and username protected.
3. Adopting Parent(s) must complete a minimum of 10 hours of training on adoption issues - this is U.S. law as part of the Hague Treat affecting intercountry adoption. Adopting Parent(s) are encouraged to attend live classes that satisfy this requirement provided by their home study agency or other local resource. When no local in person training is available, FTIA requires Adopting Parent(s) to complete an online parenting education system that complies with Hague standards. Your FTIA Coordinator will provide you with information about online education that meets these standards. For either in person training/education or online training/education, there will be additional costs paid by the Adopting Parent(s) to the provider.
4. Either prepare a home study (including post-placement/post-adoption reports) or, if requested, identify a home study agency for the Adopting Parent(s).
5. Maintain a restricted access web site with numerous resources and articles on travel, immunizations, attachment and bonding, post-placement/post-adoption paperwork, etc. through the MyFTIA web site.
6. If any country closes, or Adopting Parent(s) refuse to complete an adoption after agreeing to do so for a particular country and FTIA agrees, FTIA allows Adopting Parent(s) to switch countries and all Agency Fees paid to FTIA will transfer to another country (not international fees).
7. Provide Adopting Parent(s) access to a restricted chat group for the country of adoption and post-adoption chat groups.
8. Provide a Dossier Guide through the MyFTIA web site which will include country specific forms or samples for each document necessary to complete a dossier for the foreign adoption.
9. Provide assistance and resources to assist Adopting Parent(s) in completing their home study, securing CIS approval (the I-171H) and completing the foreign dossier.
10. Review and submit the completed dossier to the country the Adopting Parent(s) have selected.
11. Translate or arrange for the translation of all dossier documents and referral documents.
12. All information provided to FTIA with the referral of a child will be forwarded to the Adopting Parent(s), although FTIA cannot guarantee the accuracy or completeness of any information, including medical information, provided by foreign adoption officials, representatives, orphan ages, and/or doctors in the child's country of birth.
13. Coordinate all adoption activities in the sending country and provide Adopting Parent(s) a detailed itinerary for in-country travel.
14. Maintain minimum monthly contact with Adopting Parent(s), but usually communication is much more frequent.
15. Assist the Adopting Parent(s) for as long as they feel necessary in the adjustment process with post-placement/post-adoption services.
16. Maintain in strict confidence all information and documentation on Adopting Parent(s) and on the referral of any child(ren).

**APPLICANT(S)/ADOPTING PARENT(S)** (herein referred to as **Adopting Parent(s)**) agree to and understand the following:

1. Adopting Parent(s) understand that they have an ongoing duty of candor/disclosure which means that until the adopted child enters Adopting Parent(s)' home, Adopting Parent(s) have to advise/reveal to Adopting Parent(s)' home study preparer ANY change to any of the information given to Adopting Parent(s) home study preparer (e.g., including, but not limited to health, criminal, etc.) or FTIA.
2. Adopting Parent(s) will comply with all foreign, U.S., and state laws and regulations pertaining to international adoption.
3. When given estimates for time of referral of the child, Adopting Parent(s) understand that this time is based on current information on that date. Adopting Parent(s) also understand that at any time the process can slow down, speed up, or completely stop. FTIA has no control over decisions made by foreign governments. Please see #6 of FTIA Responsibilities.
4. When Adopting Parent(s) receive referral information on a child, Adopting Parent(s) will receive everything that FTIA receives from the child's country of origin and an English translation; however, FTIA cannot guarantee the accuracy of the referral information. Adopting Parent(s) are encouraged to obtain an independent medical opinion (required for Russia) and to rely upon an independent medical opinion for their decision whether to accept a referral of a child. Adopting Parent(s) specifically agree that they will not make a decision to adopt a child based on any statement by FTIA or its representatives as to the physical/mental/developmental condition of a child. Further, Adopting Parent(s) agree not to hold FTIA legally liable if later Adopting Parent(s) determine the referral information was not accurate or their child has special needs not known to Adopting Parent(s) at the time they accepted their child.
5. In addition to FTIA Agency Fees, Adopting Parent(s) are responsible for all other fees that are part of the adoption as described in the International Adoption Guide or the FTIA web site, e.g. international fees, travel expenses, home study, CIS fees, etc. Please note all fees, except FTIA's Agency Fee (\$5,800.00 unless special needs or siblings), are subject to change during the adoption process. Based on prior experience, we do not anticipate significant changes in any fee during any adoption. If any fee increases more than \$1,000.00, in accordance with Hague, the Adopting Parent(s) will be notified in writing with an explanation.
6. Adopting Parent(s) understand that FTIA cannot guarantee placement of a child with the Adopting Parent(s), nor can FTIA guarantee a specific age of child at the time of placement. No one can credibly make this guarantee because international adoptions are allowed by foreign governments which can change their rules with or without notice. Please see #6 of FTIA responsibilities.
7. The Adopting Parent(s) signature(s) below act as a release and consent to FTIA and Adopting Parent(s) home study agency: 1) to discuss all matters addressed in the home study, including identifiable health information; 2) to discuss any other information or documentation related to the preparation of the home study or the basis of the recommendation in the home study; 3) to share referral information on the child Adopting Parent(s) consider and/or accept including identifiable health information; and 4) to discuss all matter addressed in and post-placement/post-adoption reports.
8. The Adopting Parent(s) signature(s) below act as a release for FTIA to provide personal and/or identifiable health information to US government authorities as required by law.
9. FTIA policy does not allow the placement of two or more unrelated children into a home at the same time. Although our goal is to find permanent homes for as many children as possible, based on our experience and the counsel of most responsible adoption professionals, the placement of two or more unrelated children into the home simultaneously presents too many opportunities for disruption/dissolution.
10. After completing one adoption, paperwork can be submitted for a second adoption (application and/or dossier) after FTIA receives Adopting Parent(s) six month post-placement/post-adoption report in most cases.
11. Adopting Parent(s) agree to give an honest assessment of medical conditions and age that they feel are acceptable for the child(ren) they are working to adopt and to comply with Hague and FTIA education requirements.

12. Adopting Parent(s) agree to notify FTIA during the adoption process if: the Adopting Parent(s) work with another adoption agency; there is a change in the marital relationship (separation/divorce/marriage); the Adopting Parent(s) move; there is another child placed in the home; there are additional people living in the household since the home study was completed; there is a serious illness/death of either Adopting Parent; the Adopting Mother becomes pregnant; or any Adopting Parent is investigated for or charged with any crime until the formal post-placement/post-adoption supervision is complete.
13. It is the policy of most sending countries not to allow the placement of a child into a home within 9-12 months of another child entering the household - whether by birth, adoption, or foster care, unless siblings or related children. Because of these rules, Adopting Parent(s) agree to advise FTIA if you anticipate another child entering your home within 9 months of your expected placement through FTIA. We will work with you to make the best plan to continue your adoption.
14. Adopting Parent(s) understand that if they decline a referral or travel to the sending country and decide not to continue with the adoption after making the final agreement to do so by traveling to the sending country, FTIA will not be responsible for the ultimate decision of the officials in the adoptive country as to whether any other child will be made available or for the financial loss that may have been incurred to that point. Please see #6 of FTIA Responsibilities.
15. Adopting Parent(s) understand that any child may have medical/physical issues and/or developmental issues/attachment issues and/or psychological/emotional issues that are not disclosed in the medical information provided to FTIA and which FTIA provides to Adopting Parent(s). Adopting Parent(s) need to be aware of these possibilities when adopting a child(ren) with limited or no family history and limited medical records. Adopting Parent(s) need to educate themselves before, during, and after the adoption process about these issues. Adopting Parent(s) agree that FTIA will not be legally liable or responsible to the Adopting Parent(s) or child for a child(ren)'s physical, emotional, psychological, or intellectual potential or development.
16. Adopting Parent(s) will be responsible for the medical care, child care, legal, and miscellaneous expenses from the time the child is placed in their custody (or if escorted, from the time the child leaves their country of origin). For Guatemala and Vietnam only, Adopting Parent(s) may be responsible for non-routine medical expenses from the time they accept a referral of a child in excess of \$500.00 USD.
17. If Adopting Parent(s) are having adjustment problems or issues related to parenting or bonding with the adopted child(ren) or if the adopted child(ren) has a significant change in medical condition, Adopting Parent(s) agree to notify FTIA immediately. FTIA will make every effort to assist the Adopting Parent(s) during this time. This agreement to notify is for 2 years after the adoption, although FTIA is willing to assist any time adjustment issues or problems arise.
18. If Adopting Parent(s) believe it is in the child's best interest for a disruption/dissolution of the placement, Adopting Parent(s) agree to notify FTIA and allow FTIA to arrange temporary foster care while working with Adopting Parent(s) and identifying another adoptive family. The child's wishes, age, length of time in the U.S., etc. will be taken into account. If another adoptive family cannot be found, the child may, as a last resort, have to be returned to his/her country of origin. If a disruption/dissolution occurs, Adopting Parent(s) agree to sign appropriate legal documents for the transfer of the child and Adopting Parent(s) understand they will be financially responsible for all costs for foster care and for all costs associated with finding another placement or returning the child to his/her country of origin. FTIA, through foreign staff will, as required by U.S. law, notify the Central Authority of the child's country of origin and FTIA will notify the U.S. Central Authority of any change in placement or when returning the child to his/her country of origin.
19. Adopting Parent(s) understand and agree to comply with all requests/requirements of the foreign adoption officials and/or FTIA to provide required post-placement/post-adoption reports (# of required report for each country is indicated in the International Adoption Guide and on the FTIA web site under "Post Adoption Requirements"), register the adoption with the foreign officials, provide FTIA a copy of the Certificate of Citizenship obtained for their child, provide a copy of any re-adoption/finalization of the adoption in state court (provide certified adoption decree for children entering the country on an IR-4 visa) and/or similar requests after Adopting Parent(s) return from sending country or return with a guardianship for the child.  
Adopting Parent(s) specifically understand that FTIA's ability to work in the country Adopting Parent(s) adopted from could be terminated by Adopting Parent(s) failure to timely submit required documentation to the foreign adoption officials through FTIA after the adoption/guardianship in the sending country is completed.  
If Adopting Parent(s) fail to provide in the time requested any documentation after the adoption/guardianship in the sending country is completed as required by the foreign officials or required by FTIA to maintain its state licensing, COA accreditation, Hague accreditation, or status as an accredited/registered/approved agency in the sending country, Adopting Parent(s) agree: 1) Such failure will result in immediate and irreparable harm and/or damage to FTIA; 2) To an immediate exparte (without notice) injunction ordering Adopting Parent(s) to comply with the request for documentation without proof of any damages; and 3) That Adopting Parent(s) will be responsible for legal fees, costs, and out of pocket expenses (including, but not limited to, travel expenses of FTIA staff, legal counsel, or other representatives) resulting from any legal action by FTIA because of Adopting Parent(s)' failure to provide the requested documentation in a designated time whether or not FTIA is successful with its legal action as allowed by state law.
20. Adopting Parent(s) agree that this Application for Adoption and Adoption Services Agreement (pages 1-8) (Agreement) and supplements will be interpreted according to the laws of the state of Indiana and Adopting Parent(s) agree to jurisdiction/venue in Vanderburgh County, Indiana for resolving any disputes (see the Mutually Binding Arbitration Agreement) regarding this Agreement.

## TERMINATION

The Adopting Parent(s) can at any time choose to terminate this Agreement prior to completion of the adoption/guardianship according to the laws of the child's country of origin. However, once the adoption/guardianship is completed in the child's country of origin, Adopting Parent(s) cannot terminate this Agreement because Adopting Parent(s) are then obligated to submit all post-placement/post-adoption reports and paperwork as required by the child's country of origin and FTIA. FTIA also reserves the right to terminate this Agreement at any time when the Adopting Parent(s) have acted in bad faith or the working relationship between the two parties cannot continue due to unresolved issues, or the nonpayment of required fees at requested times. If requested after termination of this agreement, FTIA will try to identify other resources to serve Adopting Parent(s). The terms of the Mutually Binding Arbitration Agreement which are part of this Application for Adoption and Adoption Services Agreement survive the termination of this Agreement by either party and any dispute shall be resolved according to the terms of the Mutually Binding Arbitration Agreement except as allowed under paragraph 19 above.

## SEVERABILITY OF PROVISIONS

The parties agree that, if any term or provision of this Agreement is declared by a court or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**AGREEMENT**

This Application for Adoption and Adoption Services Agreement (pages 1-8) contains the entire "Agreement" between the parties to date, and by agreement is will be supplemented by a Statement of Understanding (most countries), an Acceptance to Travel for Russian Adoptions (Russia), and an Acknowledgment and Agreement (all countries) at appropriate stages of the adoption - these documents are available for review on the FTIA web site under "paperwork" for the country of adoption. This Agreement cannot be further amended or changed or supplemented without the written agreement of both parties. I/We attest that I/we have read the above, understand and agree to the terms of the Agreement, hereby dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

**Adopting Parent(s):**    Signature \_\_\_\_\_    Printed Name \_\_\_\_\_  
   Signature \_\_\_\_\_    Printed Name \_\_\_\_\_  
**FTIA Representative:**    Signature \_\_\_\_\_    Printed Name \_\_\_\_\_

**MUTUALLY BINDING ARBITRATION AGREEMENT**

Any dispute arising out of or relating to Adopting or Adoptive Parent(s) adoption shall be governed or controlled by the Application for Adoption and Adoption Services Agreement including any supplements (Agreement), and subject to binding arbitration including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the Indiana Rules of Alternative Dispute Resolution with the exception of paragraph 19 of the Adopting Parent(s) Responsibilities which permits FTIA to use all legal processes, including litigation, to force compliance with post-placement/post-adoption requirements as identified in paragraph 19 of the Adopting Parent(s) Responsibilities. Provided, however, this Mutually Binding Arbitration does not prevent Adopting or Adoptive Parent(s) from pursuing, in their state of residence, any administrative remedy pursuant to state statute or regulation, including, but not limited to, a statutory right to a hearing for denial of an application for adoption, nor from communicating with a state law enforcement agency or state regulatory agency.

The Arbitrator shall apply the substantive law of the State of Indiana, exclusive of any conflict of law rules. Arbitration shall be before a sole Arbitrator and shall be in Evansville, Vanderburgh County, Indiana.

The Arbitrator is not empowered to award damages in excess of the lesser of net compensatory damages or the fees actually paid to FTIA as Agency Fees (except that the Arbitrator shall award reasonable attorneys' fees to FTIA if it shall prevail on any issue in the Arbitration). The award/decision rendered by the Arbitrator shall be final and binding, and judgment upon the award/decision may be entered by any court having jurisdiction of either party. Each party is required to continue to perform its obligation under this Agreement pending final arbitration award/decision of any dispute arising out of or relating to the Adopting or Adoptive Parent(s)' adoption or this Agreement, unless either party chooses to terminate this Agreement as permitted by the terms of the Agreement.

Any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding according to the Arbitration Rules with respect to such claim within one (1) year from the latter date of the submission to FTIA of the final post-placement/post-adoption report (does not include parent letters) as required by the child's country of origin, or FTIA, or the termination of this Agreement pursuant to the Termination paragraph on page 6.

Notwithstanding the completion of Adopting Parent(s)' adoption or the termination of this Agreement, the Arbitration provision survives the Agreement as the agreed upon method to resolve any conflict arising out of Adopting or Adoptive Parent(s)' adoption or this Agreement by either party, with the exception of paragraph 19 of the Adopting Parent(s) Responsibilities in the Agreement. All issues relating to the timeliness of claims shall be resolved by the Arbitrator.

PLEASE CONSULT WITH YOUR OWN ATTORNEY BEFORE SIGNING IF YOU HAVE ANY QUESTIONS ABOUT MUTUALLY BINDING ARBITRATION OR ANY OTHER PARAGRAPH IN THE AGREEMENT.

I/WE HAVE READ AND UNDERSTAND AND AGREE TO MUTUALLY BINDING ARBITRATION.

**Adopting Parent(s):**    Signature \_\_\_\_\_    Printed Name \_\_\_\_\_  
   Signature \_\_\_\_\_    Printed Name \_\_\_\_\_  
**FTIA Representative:**    Signature \_\_\_\_\_    Printed Name \_\_\_\_\_

**COVENANT**

Adopting Parent(s) covenant and swear and/or affirm the following:

1. That I/we have truthfully disclosed our purpose and motives for international adoption to Families Thru International Adoption (FTIA).
2. That I/we have/will fully and completely disclose(d) our medical history including mental health history to our home study agency and FTIA.
3. That I/we have/will fully and completely disclose(d) all our prescribed medications as requested by our home study agency and FTIA.
4. That I/we have/will fully and completely disclose(d) if we have participated in or been a victim of any illegal or unlawful activity in our lifetime to our home study agency and FTIA.
5. That I/we have/will fully and completely disclose(d) our current living conditions to our home study agency and FTIA.
6. That I/we have/will fully and completely disclose(d) our intended living arrangements for our adopted child to our home study agency and FTIA.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ADOPTING PARENT(S) BILL OF RIGHTS

Adopting Parent(s) should have the right:

- ◆ To seek consultation from the agency of their choice.
- ◆ To contract with an agency based on mutually agreeable terms.
- ◆ To be treated confidentially, with access to their names and records limited to those involved in their case or others designated by the adopting parents.
- ◆ To be fully informed in regard to the legal, social and medical information of their child that has been made available to their agency.
- ◆ To have the ability to take the child referral and all documentation available to a physician of their choice and be given a reasonable amount of time before making a decision on the referral.
- ◆ To be the only ones able to accept or deny a referral for a child that they feel is appropriate for themselves.
- ◆ To be fully informed, in simple terms, as to what the roles and responsibilities are in regard to the agency and themselves.
- ◆ To be knowledgeable in regard to the costs and fees associated with international adoption.
- ◆ To have resources and support offered to them during the post-placement period.
- ◆ To be assured that the staff of their agency will interact in a professional, ethical, courteous manner and will put the clients' interest over the personal interests of the staff.
- ◆ To have the right to file a formal grievance.

## GRIEVANCE PROCEDURE

Adopting Parent(s) have the right to file a grievance with FTIA if they disagree with or are unhappy with the service provided by any FTIA team member, or if Adopting Parent(s) feel that a decision was not made in accordance with the written policies of FTIA. The grievance should be submitted in letter form with "Complaint" at the top to the Executive Director and the letter must include the specific matter as to which there is a grievance, the reason(s) the person felt the decision to be incorrect, and a proposition for a solution to the matter. Grievances must be filed within 30 days of the disputed matter. The Executive Director shall review the complaint and shall develop a plan for resolution of the complaint and communicate the same to the Adopting Parent(s) within 72 hours of the Executive Director's receipt of the complaint, unless the Executive Director is out of town, and then in that event, within 72 hours of his return. If the Adopting Parent(s) are not satisfied with the response of the Executive Director, the Adopting Parent(s) can request an appeal to the President of the Board of Directors. Such an appeal must be made in writing and submitted to FTIA to the attention of the President of the Board of Directors within 20 days of the Adopting Parent(s)' receipt of the Executive Director's decision. In addition, the U.S. Central Authority, the Department of State, provides Adopting Parents a web site to file any complaints against an adoption service provider. To file a complaint please visit the Hague Complaint Registry at <http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>. Please note that according to the State Department website, Adopting Parents must first try to resolve any issue with their Adoption Service Provider, i.e., FTIA.

## ABOUT THE INTERNET

**One Word of Caution . . .** While the Internet can be a wonderful source of information and opportunity for sharing during your adoption procedure, we request that you be very careful about posting particulars about your adoption on the Internet. In the past, when private discussions about what is going on in China, Ethiopia, Russia, Guatemala, Vietnam, Brazil, India, or any country about a particular adoption have been posted on the Internet, it has often resulted in confusion and misinformation. Please be very careful and very selective about posting anything on the Internet. Also, when you read anything on the Internet about adoption, even when from parents who have completed their adoption or from other sources, do not assume it to be factual. When you have questions because of something you read on the Internet, please ask us.



## FAMILIES THRU INTERNATIONAL ADOPTION, INC.

400 Bentee Wes Court • Evansville, IN 47715  
Phone: 812-479-9900 • Toll Free: 888-797-9900 • Fax: 812-479-9901  
[adopt@ftia.org](mailto:adopt@ftia.org) • [www.ftia.org](http://www.ftia.org)  
Office Hours: Monday - Thursday  
8:00a.m. - 5:00p.m. (CT)



**ACCREDITED**  
Council On Accreditation  
for Children  
And Family Services

Revised 1/4/10