



## PHILIPPINES PLACEMENT AGREEMENT

This agreement is entered into by and between ALL GOD'S CHILDREN INTERNATIONAL ("AGCI"), and the undersigned Prospective Adoptive Parent/Adoptive Parent ("PAP/AP"). For purposes of this Agreement, a "Prospective Adoptive Parent" is defined as an individual who is in the process of pursuing an adoption, but the adoption is not yet finalized. For purposes of this Agreement, an "Adoptive Parent" is defined as an individual who has legally adopted a Child. AGCI and PAP/AP are collectively referred to herein as "the parties."

Name(s) of PAP/AP:

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This Agreement concerns the following Child (hereinafter referred to as the "Child:":

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### RECITALS

1. The parties have previously entered into a written International Adoption Services Agreement.
2. Pursuant to the International Adoption Services Agreement, the Child has been assigned to and accepted by PAP/AP for the purpose of adoption. The Child currently resides in a country other than the United States (such country hereinafter referred to as the "Sending Country").
3. The Sending Country requires the adoption be finalized in the United States, in accordance with the laws of the United States. If the adoptive Placement is granted, PAP/AP intends and is legally required to finalize the adoption in the United States.
4. Placement of the Child is defined as the time PAP/AP assumes all physical and financial responsibility for the Child, including all costs of the Child's medical and other care. Placement shall occur at the time the Child is placed in the physical custody of PAP/AP.
5. The parties are mutually concerned about the adjustment of the Child to a new home, culture, and country. In order to ease this transition, and in the best interests of the Child, the parties desire and agree to a period of monitoring supervision, and evaluation subsequent to Placement (such period referred to herein as the "Post-Placement Period").
6. The parties now wish to define their relationship and their respective rights and obligations with regard to the Child and Placement.

### AGREEMENTS

PAP/AP hereby accepts referral of the Child with the intent to take Placement of the Child and to become the adoptive parents of the Child, in accordance with the provisions of this agreement, including Exhibit A, which is attached hereto and incorporated herein.

#### 1. *Recitals*

The recitals set forth above are hereby made a part of this agreement.

#### 2. *International Adoption Services Agreement*

All the provisions of the International Adoption Services Agreement - including but not limited to the recitals, disclaimers, releases, dispute resolution provisions, and provisions concerning contract construction - are hereby made a part of this Agreement and are as fully enforceable as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the International Adoption Services Agreement and the provisions contained herein, the terms of this Agreement are controlling.

#### 3. *The Overseas Adoptive Placement*

Upon fulfillment of all conditions precedent, including but not limited to the execution of this Agreement and payment by PAP/AP of all required fees, AGCI, or the in-country provider, will petition the appropriate authorities in the sending country for Placement of the Child in the custody of the PAP/AP's for the purpose of adoption. AGCI cannot guarantee that any adoptive Placement or adoption will be granted. If, for any reason, the adoptive Placement or adoption is not granted, this Agreement will automatically terminate, as provided more fully below. Please see Exhibit B for additional information on referral process.

#### 4. *Placement & Custody*

- a. Execution of this Agreement does not guarantee Placement. Placement will occur only upon fulfillment of all conditions precedent, including but not limited to PAP/AP being granted a physical custody of the Child by authorities in the Sending Country.
- b. Prior to finalization of the Adoption in the United States, PAP/AP must not transfer physical custody of the Child without the prior written consent of AGCI.
- c. Prior to finalization of the Adoption in the United States, PAP/AP must keep AGCI informed of PAP/AP's current whereabouts and residence address.

#### 5. *Care of the Child*

- a. General Obligations of PAP/AP- From the time of Placement, and at all times thereafter, PAP/AP is solely responsible for paying any and all costs, fees, or expenses related to the Child - including but not limited to all medical expenses, the cost of food, clothing, and other care, adoption fees, and transportation costs -- which are incurred or arise at any time after Placement. PAP/AP will take all reasonable steps to qualify the Child as a dependent under any health insurance plan in which PAP/AP participates; however, PAP/AP's obligations are in no way contingent upon PAP/AP's ability to obtain insurance coverage for the Child. Under no circumstances shall AGCI be required to reimburse PAP/AP for any such costs, fees, or expenses. From the date the Child is in the physical custody of PAP/AP, PAP/AP is responsible for the physical, emotional, education, and spiritual care, safety, development, and well-being of the Child.
- b. Hold Harmless and Indemnity- PAP/AP agrees to indemnify and hold AGCI harmless from any and all liability, losses, damages, judgments, or claims arising out of or in any way relating to any costs, fees, and expenses related to the Child and which are incurred or arise at any time after Placement.

#### 6. *Post-Placement Requirements*

In accordance with the provisions of the Adoption Services Agreement, PAP/AP must fully comply with, and is solely responsible for paying all costs and fees associated with all post-placement requirements imposed by AGCI, the Sending Country, the jurisdiction in which PAP/AP resides, or any other government authority with jurisdiction over the Adoptive Placement. Post-placement requirements may differ from case to case. Exhibit A includes a summary of the post-placement requirements anticipated with regard to the above-referenced Child.

#### 7. *Finalization of the Adoption in the U.S.*

- a. Upon completion of all post-placement reporting requirements, PAP/AP must finalize the adoption in the United States. Post-placement reporting must be completed as outlined in Exhibit A

and, following the initial monthly reporting, continue bimonthly until finalization of the adoption. Following the initial post-placement monitoring period, AGCI will request the Affidavit of Consent from the Sending Country. PAP/AP's can finalize their child's adoption once they have received the Affidavit of Consent. PAP/APs are encouraged to request assistance from their post-placement agency and/or an adoption attorney in their state for finalization assistance. PAP/AP's will submit a copy of the final Court Decree to AGCI once the adoption has been finalized.

## **8. U.S. Citizenship**

- a. **Certificate of U.S. Citizenship**  
PAP/AP must obtain a Certificate of U.S. Citizenship for the Child as soon as the Child is eligible following finalization of the adoption. This will be obtained through the PAP/AP applying for citizenship through U.S. Citizenship and Immigration Services. Further information regarding citizenship will be provided in AGCI's Post-Placement Packet provided upon Placement.
- b. **Demonstration of Compliance**  
PAP/AP must demonstrate compliance with the provisions of this section by providing AGCI with a copy of the Child's Certificate of U.S. Citizenship. This document shall be provided to AGCI within 15 days of the date PAP/AP has obtained or received the certificate.

## **9. Termination of Placement Agreement**

- a. **Grounds for Termination**
  - i. **Automatic Termination-** In addition to the reasons stated in the International Adoption Services Agreement, this Agreement will automatically terminate in the event that authorities in the Sending Country fail or refuse to grant the Overseas Placement or Adoption.
  - ii. **Termination by PAP/AP-** PAP/AP may terminate this Agreement at any time prior to finalization of the Adoption. Once the Adoption has been finalized, this right to terminate will cease. Termination by PAP/AP is effective upon written notice, stating PAP/AP's reason for the termination.
  - iii. **Termination by AGCI-** AGCI may terminate this Agreement at any time prior to finalization of the Adoption. Ordinarily, AGCI will provide written notice of termination to the extent reasonably possible. However, AGCI expressly reserves the right to terminate this Agreement with no prior notice to PAP/AP if, in AGCI's sole discretion and judgment, it is in the best interests of the Child to do so. AGCI expressly reserves the right to terminate this Agreement for any or no reason, although AGCI generally will seek termination only for the reasons stated in the International Adoption Services Agreement, including but not limited to the following:
    1. Any change in PAP/AP's or change in any member of PAP/AP's household's criminal history or abuse history;
    2. Any complaints made by or to a child protection agency, any allegations of child neglect or abuse, or any investigation relating to allegations or claims of child neglect or abuse, concerning PAP/AP or any member of PAP/AP's household;
    3. Any efforts by PAP/AP to increase PAP/AP's household, including but not limited to, pregnancy, any efforts to adopt a child through any person or entity

other than AGCI, assignment of a child or placement of a child with PAP/AP on an adoptive, guardianship, or foster care basis, any fertility treatments undertaken by PAP/AP, or any efforts to have a child via third party reproduction including surrogacy.

4. Any change in health including diagnosis of terminal or life-debilitating illness.

- b. **Notification of Change in Circumstances-** At all times while this Agreement is in effect, PAP/AP must notify AGCI and any relevant cooperating agency of any change or prospective change in the status or circumstances of any of the following concerning PAP/AP. The notification must be provided within five business days of the occurrence of or learning of the occurrence of a change in any of the following:
  - i. employment,
  - ii. financial status,
  - iii. work or home address,
  - iv. work or home telephone numbers,
  - v. health status,
  - vi. family composition, including but not limited to any pregnancy, loss, miscarriage, or adoption through other entity other than AGCI, or
  - vii. any criminal arrests or convictions of any kind, and any complaints or charges of child neglect or abuse.

Failure to notify AGCI of any of the above could result in termination of this Agreement.

- c. **Effect of Termination**  
Termination of this Agreement by any party or by automatic termination shall have the following effects:
  - i. **Costs, fees, and expenses incurred prior to termination-** Termination of this Agreement does not extinguish or affect PAP/AP's obligation to pay any and all costs, fees, or expenses relating to the Child, including any costs or fees due to AGCI under this or the International Adoption Services Agreement.
  - ii. **Termination of custody-** Termination of this Agreement terminates PAP/AP's right to custody of the Child. If the Child is in the custody of PAP/AP, it will remain with PAP/AP until AGCI, in collaboration with the foreign Central Authority, has made other arrangements for the care and custody of the Child or upon immediate removal of the Child if necessitated due to concerns regarding the best interest of the Child.

## **10. Effects of Adoption**

- a. PAP/AP acknowledges and understands that the Adoption is considered final and irrevocable and will result in the following consequences, among others:
  - i. The Adoption will create a legal relationship between PAP/AP and the Child, whereby PAP/AP will become the Child's legal parent and guardian with all legal rights and obligations of a parent and guardian.
  - ii. The relationship created by the Adoption requires PAP/AP to be responsible for the care and well-being of the Child in all manners and respects as if the Child were the biological offspring of PAP/AP. This obligation extends to any and all medical, psychiatric, counseling, or other services required for the Child.
  - iii. The relationship created by the Adoption is as binding and lasting as any parent-child relationship and cannot and should not be severed or relinquished lightly or easily.

### **11. Adoption Disruption**

Disruptions are defined as the interruption of a placement for adoption during the Post-Placement period, prior to the adoption being finalized.

- a. Notification- Should the PAP/AP desire to disrupt the prospective adoptive placement, the PAP/AP is responsible for notifying AGCI.
- b. Disruption responsibilities- In the event the placement is disrupted during the Post-Placement period, whether while still in the foreign country or in the U.S., AGCI will work collaboratively with the PAP/AP, foreign entities and authorities, and supervised or exempted providers to provide assistance with the disruption process, including but not limited to identifying an alternative placement for the Child, assisting in the transition of the Child to the newly identified placement, and assisting in verifying all legal steps involved in the disruption are completed. The foreign Central Authority will be responsible for assuming custody of the Child and making alternative arrangements for the Child, including another placement.
- c. PAP/AP responsibilities- In the event the placement is disrupted during the Post-Placement period, the PAP/AP will maintain legal and financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the Child until the child has been physically removed from their care.
- d. Disruption planning- AGCI will work collaboratively with the foreign entities and authorities and supervised or exempted providers to ensure the Child's wishes, age, length of time in the United States, and other pertinent factors are taken into account while making alternative placement plans for the Child. AGCI will facilitate a discussion with the Child and conduct clinical reviews of the case with AGCI's adoption leadership team in order to assess the Child's wishes, age, length of time in the United States, and other pertinent factors when considering alternative placement options for the Child. While AGCI's authority in such circumstances may be limited due to the role of foreign authorities and entities, AGCI will make reasonable efforts to be involved in such discussions.
- e. Return of the Child to the Sending Country- If the disruption takes place after the Child has arrived in the United States, AGCI will only, as a last resort, and only with written permission from the foreign Central Authority and the U.S. Secretary, return a Child to the country of origin. AGCI will only make such arrangements if it is determined by involved authorities and entities and AGCI to be in the Child's best interest.
- f. Notifications- In the event the placement is disrupted, AGCI will be responsible for notifying the foreign Central Authority and the U.S. Department of State per the established protocols of such entities.

### **12. Adoption Dissolution**

Dissolutions are defined as the termination of the PAP/AP's parental rights after an adoption is finalized.

- a. AGCI responsibilities- In the event of a dissolution, AGCI is available to provide support, resources, or referrals to PAP/AP for assistance with an adoption dissolution. AGCI is not obligated to find or identify another adoptive family, foster family, or other custodian for a Child subject to dissolution of adoption. If AGCI is aware of a potential alternative Placement for the Child, AGCI may, utilizing all appropriate releases and in keeping with AGCI's confidentiality procedure and all applicable laws regarding confidentiality, inform the dissolving adoptive family of the potential Placement.
  - i. Entities which may be consulted for assistance in the event an adoption is dissolved:
    1. Local Child welfare organizations
    2. 2<sup>nd</sup> Chance Adoptions
    3. Private adoption attorneys

- b. Adoptive Parent responsibilities- In all dissolutions, including those in which AGCI has assisted in identifying a new potential adoptive Placement for the Child, AGCI will leave the legal and financial arrangements regarding the transfer of custody and other dissolution matters to the two families and their legal counsel.
- c. New Placement- AGCI will not contract with, advise, or provide intercountry adoption services to the new adopting family. The new adoption will proceed as a private, domestic adoption under applicable state and federal law. AGCI may contract with the new adoptive family for Post-Adoption reporting services, if applicable.
- d. Return of the Child to the Sending Country- AGCI does not return from the United States an adopted Child whose adoption has been dissolved unless the Central Authority of the country of origin and the U.S. Secretary have approved the return in writing and it is determined to be in the Child's best interest.
- e. Notifications- If PAP/AP legally dissolves the adoption at any time after finalization, PAP/AP must notify AGCI within five (5) business days after dissolution has taken place so that AGCI may report the dissolution to the U.S. Department of State as required by federal regulations.

### **13. Entire Agreement**

This Agreement and the International Adoption Services Agreement, which is incorporated herein, and any other documents specifically referred to and incorporated within those two agreements, contains the full, final, and exclusive statement of the agreement between the parties hereto. This document is being signed voluntarily, without reliance on any other promises or representations.

### **14. Requests for Additional Non-Identifying Information**

On occasion, a child's birth parent, foster parent, or orphanage staff member may request AGCI obtain non-identifying information about the Child, such as information about the Child's health, accomplishments, or educational progress. By signing this agreement PAP/AP agrees to send pictures with a short update upon request to AGCI. Updates will go through AGCI directly and PAP/AP agrees to have no correspondence directly with birth parents, foster parent(s), or orphanage staff unless approved by AGCI in writing.

### **15. Confidentiality**

Federal and state law require AGCI to respect confidentiality of all persons involved in an adoption, including birth parents, adopting parents, and adopted Children. In order to help protect the confidentiality of the identities of persons served by AGCI, AGCI imposes the following restrictions on PAP/AP. Any breach of the provisions of this section shall be considered a material breach of this agreement.

- a. Information regarding assigned/referred Child- Prior to the finalization of PAP/AP's adoption of a referred or assigned Child, PAP/AP may not publicly disclose identifying or other information regarding the Child. Among other things, this means that PAP/AP may not post information regarding the Child on a website or blog. Once the Adoption has been finalized, this proscription no longer exists, and PAP/AP is free to publish and disclose any information about their Child in any manner they wish.
- b. Information regarding other families or Children- PAP/AP must respect the privacy and confidentiality of other Children, adoptive families, and birth families. Among other things, this means the following: (a) When PAP/AP is in a Sending Country, PAP/AP may not photograph or video Children (other than the Child or Children assigned to PAP/AP), birth parents, or other adoptive families; (b) PAP/AP may not obtain and AGCI staff will not disclose, information regarding Children (other than the Child or Children assigned to PAP/AP), birth parents, (except as relevant to the Child or Children assigned to PAP/AP) or other adoptive families, including information about the status of other families' adoptions.

**16. Additional Documents**

PAP/AP understands the following documents must accompany this Placement Agreement and be returned to AGCI within fourteen (14) days.

Failure to do so can result in the termination of this Agreement. PAP/AP understands the following documents must accompany this Placement agreement and no documents will be sent to sending country until all documents are turned in complete.

- a. Exhibits A and B
- b. International Adoption Pediatrician Review
- c. Social Worker Approval & Release
- d. Foreign Travel Release
- e. Transition Plan
- f. Receipt of Referral Information
- g. Media Release
- h. Country Specific Placement Documentation
- i. Letter of Intent

**THE PARTIES HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. THE PARTIES AGREE TO THE TERMS AND CONDITIONS OUTLINED WITHIN THE AGREEMENT.**

\_\_\_\_\_  
Prospective Adoptive Parent Date

\_\_\_\_\_  
Prospective Adoptive Parent Date

**ALL GOD'S CHILDREN INTERNATIONAL**

\_\_\_\_\_  
Representative Date