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COLOMBIA PROGRAM FACILITATION AGREEMENT AND PAYMENT SCHEDULE (NON-COLOMBIAN APPLICANTS)

1. Across The World Adoptions (ATWA) agrees to facilitate the adoption process for you _____, the prospective adoptive parent(s) or applicant(s). ATWA will:
 - (a) Introduce you to the intercountry adoption process;
 - (b) Discuss the home study and U.S. Citizenship and Immigration Services (CIS) requirements;
 - (c) Direct you in assembly and authentication of the dossier of documents required by Colombia;
 - (d) Coordinate child identification and referral with Colombian Central Authority; (e) Provide travel information and referrals.
2. The coordinator for Colombia will:
 - (a) Receive the referral of a child available for international adoption through the Colombian Central Authority;
 - (b) Interact with the governmental ministries and authorities;
 - (c) Coordinate adoption proceedings in Colombia;
 - (d) Arrange for adoption support services in Colombia;
 - (e) Prepare you for the U.S. Embassy visa application.
3. In exchange for the above services, you agree to pay the following for the adoption of one child:
 - (a) Agency fees in the following installments:
 - \$500 Application Fee
 - \$3,500 due upon acceptance into program
 - \$500 State Department Mandated Monitoring and oversight fee (per child) (non-refundable)
 - \$4,000 due at home study approval by ATWA
 - (b) Foreign fees/attorney fee of \$11,500 for the adoption of one child,
 - \$4,750 due at dossier submission
 - \$4,750 due at child referral
 - (c) -\$2,000 due before travel
4. Because fees are paid in installments for services rendered, fees are **NON-REFUNDABLE**. Please note that credit cards are accepted only for the \$500 application fee. The application fee is waived for families who have hosted children through our ATWA / Colombia Vision partnership program. Some portion of the foreign fee may be paid in cash in Colombia.
5. As permitted by the Hague Convention standards, fees may increase or vary by \$1,000 without your prior permission. Foreign services and providers may vary, therefore foreign fees may increase. You will be consulted about all changes over \$1,000.
6. Proof of an agreement with your home study agency for pre-payment of all post-adoption visits with a social worker is also required at home study approval.
7. **By signing below, I/We knowingly accept the risks of international adoption, hereby release ATWA from any claims of emotional or physical distress, injury or illness and agree to hold ATWA harmless from any and all other losses (including loss of income), liabilities, charges, damages, claims, liens, causes of action, awards, judgments of whatever kind or nature other than intentional misconduct by ATWA which arise out of or are in any way connected with this agreement regardless of when such injury, harm, damage, or loss is known or discovered. Damages are limited to fees paid to ATWA and do not include punitive damages. I/We agree to arbitration under the rules of the American Arbitration Association of any disputes arising from and under this agreement, with the costs to be shared equally between the parties and each party bearing its own attorney's fees. Arbitration means you are giving up the right to a jury or court trial except to the extent that State or Federal law provide for judicial review of arbitration proceedings.** This agreement was entered into in Pleasant Hill, California and shall be governed by the laws of the State of California, with venue for any actions in Contra Costa County. I/We have had sufficient time to read, review, and consider this five-page agreement before signing, including the attached "Fee and Expense Schedule for Colombia."

Prospective Adoptive Parent #1 _____ Date _____
Colombia Agreement - Non-Colombian.doc (Rev. 2018)

Prospective Adoptive Parent #2 _____ Date _____

This is a fee agreement for the social services of a licensed international adoption agency to facilitate an adoption from Colombia. You are not contracting for legal advice or services by signing this agreement and you do not have an attorney-client relationship with any staff member employed by ATWA. In addition to the facilitation fees on page 1 there are other fees and expenses associated with an adoption. You also agree to pay all associated fees, costs and expenses as detailed on the final page of this agreement.

This agreement is valid for one year from the date of your signature. You must have completed your dossier within that year and be ready for a referral. If not ready, or you put your adoption on hold, you may need to submit a new agreement and pay the current year's fees.

The fees represent the cost of personnel and training as well as overhead such as rent, insurance, equipment, accreditations and licensing, communications and other operational expenses. ATWA may also use fees for program development or other humanitarian aid projects at its discretion. Refunds of fees, if any, are returned within 60 days of the completion or delivery of services or within 60 days of decision to end services. ATWA will provide a receipt, if requested, for the fees paid pursuant to this agreement.

ATWA works to ensure that intercountry adoptions are in the best interests of children and seeks to prevent the sale, exploitation, abduction, or trafficking of children. ATWA does not compensate any individual providing adoption services with an incentive fee or fee contingent on each child located for adoption. Compensation is instead based on services rendered or on an hourly wage or salary basis. Any practice that consists of, or is related to, payment for a child or as an inducement to release a child for adoption is strictly forbidden. ATWA employees, coordinators and prospective adoptive parents are prohibited from giving money, gifts, bribes or other consideration directly or indirectly to any person or entity, including any biological relative or caregiver of a child, as payment for a child or as inducement to release a child for purposes of adoption.

ATWA also offers home study services for most California counties, at an additional fee. People living outside California must contract with a home study agency licensed to serve their locale. We do not accept home studies from individual social workers. Please consult with ATWA before retaining the services of an agency that is not Hague accredited. ATWA does not supervise U.S. home study agencies. They are independent, exempt providers. ATWA will assist you in identifying a home study provider, if requested, but does not maintain a list of supervised providers in the U.S. with whom you are expected to work. ATWA is not responsible for the actions or inactions or fees or costs of any other U.S. individuals or agencies with whom you may also contract during the course of your adoption.

Citizenship and Immigration Services (CIS) Notice of Favorable Determination (I-797) expires 15 months from date of applicant fingerprinting. Applicants agree to track their date of expiration and apply for renewal 90 days before expiration. Failure to renew during the validity period will result in applicants having to re-apply from the start and pay new CIS fees.

ATWA will guide you in the assembly of your foreign dossier. However, ATWA is not responsible for the costs of any of these documents or for the costs of any required notarizations, certifications, apostilles or other authentications. After submittal of your complete dossier, we estimate a time frame from submission to referral that varies according to age requested and is also estimated at 3 – 6 months for a predetermined child (hosted child/ predetermined child with special needs). For Colombian families requesting a healthy child 0-59 months of either gender referrals have been taking 4-12 months. After referral acceptance, it will be 2 – 3 months until travel. However, these are estimates, not a guarantee. ATWA is not responsible for changes in laws, procedures, policies or political administrations in California, other states, the United States federal government or the governments of foreign countries. ATWA has no control over travel conditions, weather, natural disasters, wars, strikes, holidays or political upheaval which may impede an adoption. An international adoption can be difficult to process and may involve delay. ATWA cannot guarantee that you will be approved for adoption by your home study agency or by CIS nor can ATWA guarantee that the agency, or CIS will act within any particular time frame. ATWA also cannot guarantee that Colombia will ultimately approve you to adopt. Adoptions in Colombia are regulated by governmental bodies and the courts over which ATWA has no control. ATWA also cannot guarantee that the U.S. Embassy will issue an entrance visa for the child or act within any particular time frame. Travel times are estimates and may be delayed or extended. ATWA makes no representations or warranties with regard to the outcome or results on your behalf. ATWA cooperates with individuals in other countries who work with us to complete your adoption. However, these individuals are not ATWA's employees, agents, independent contractors, or supervised providers. The "foreign fee" portion of this agreement pays for the services of these individuals or entities. Adoptions in Colombia are regulated by the Colombian Central Authority, Colombian Institute of Family Welfare (ICBF), over which we have no control.

A child referral is made by ICBF or by an Authorized Institution for Adoption (IAPA). Since only ICBF or an IAPA have authority to make referrals and arrange other Hague adoption services, ATWA does not maintain a list of foreign supervised providers in Colombia. ATWA has no control over referral documents and is not authorized to conduct any independent investigation, research, assessment, testing, screening or evaluation of any child or his or her background. ATWA may be able to arrange examinations or screening at your request and expense after referral, but the authorities in Colombia may not agree.

Medical records and information on the child's history may be lost or never supplied to ATWA. ATWA will provide you with all the documents received on the child, but is not responsible for those which were not provided to us. ATWA makes no representations, express or implied, about the information contained in these documents. Although ATWA shall make reasonable efforts to obtain all available information on the referred child, the inability of ATWA to provide all child information which applicant(s) may eventually obtain does not indicate any fault or negligence on the part of ATWA. The quality and thoroughness of translations, if any, may also vary.

A foreign medical diagnosis may not be consistent with a U.S. diagnosis, nor may foreign doctors, lab tests or other screening conform to U.S. standards. Examinations and tests may not be sufficient to detect all conditions to which a child may be predisposed or which might develop in the future. Although applicant(s) may have specified a "healthy" child, ATWA cannot guarantee the results, validity or accuracy of examinations, tests, inoculations or assessments. It is possible a child was born to a mother who had poor or no pre-natal care or who abused alcohol, drugs, and/ or tobacco. This information may never be known. The child may or may not exhibit symptoms from such exposure or other complications from the use of the above substances now or in the future.

The majority of children referred for international adoption are placed due to poverty, social stigma, abandonment, neglect, or abuse. There is often very little, if any, background information on the child's birthparents or history. It is possible that the child may have experienced physical, sexual or emotional abuse within his or her lifetime. He or she may have, or develop, behavioral challenges.

Children coming from foreign countries may be small or under-nourished and may be exposed to lice and other parasites. Children coming from institutions may have developmental delays.

ATWA makes no representations about, and does not guarantee, the physical, mental, emotional, behavioral or social health or history of any child. You have the responsibility of determining the child's health and history to your satisfaction. You assume the risk of adopting a child who may ultimately not satisfy your expectations. However, you have the right to refuse the referral of any child about whom you have any doubts. There are doctors and other resources who specialize in helping you understand and interpret foreign medical records. You must consult with an international adoption medical professional of your own choosing and at your own expense. Failure to comply with this requirement shall be considered a material breach of this agreement and a bar to any claim for relief.

If the child(ren) is not a family member, applicant(s) agree not to contact Colombian authorities, the child, the orphanage, and/or the caregiver(s) without the express written consent of ATWA or to attempt such contact through any third party. Applicant(s) agree not to publish identifying photos, names or identifying information on referred children by or through electronic social or print media until after a court order of adoption. Until such court decision, applicant(s) have no legal relationship with the child. Failure to comply with this requirement shall be considered a material breach and may result in possible termination of the agreement.

In all cases, you will travel to Colombia in order to take custody of the child. You agree not to travel to Colombia for the purpose of adoption until expressly authorized by ATWA. Failure to comply with this requirement shall be considered a material breach and may result in possible termination of the agreement. Travel in other countries and contact with foreign-born children may expose you to health risks. It is your responsibility to consult with your health care provider or the Centers for Disease Control about vaccinations recommended or required before travel.

Applicant(s) agree to comply with all instructions from ATWA, the people assisting you in Colombia and to act with courtesy and respect for the customs and people of Colombia as well as ATWA personnel and the staff of the U.S. embassy. Lack of such cooperation is considered a material breach of this agreement, grounds for termination, and a bar to any claim for relief.

The court in Colombia makes the final determination of a child's best interests and the appropriateness of an adoptive placement. ATWA cannot guarantee that the court will make any particular decision.

Disruption and Dissolution

A disruption is a break in the adoption process before the adoption is final, but after a grant of local custody. A dissolution is a break in the adoption after it is final. Children cannot be returned to their country of origin unless the Central Authorities of both Colombia and the United States are notified and approve the return in writing. ATWA will notify the Central Authorities of each country in writing, by email or U.S. mail in the event a return of the child is contemplated. As a last resort, the child's return to Colombia will be approved only if it is determined to be in the child's best interests, after considering the child's wishes, age, length of time in the U.S. and other pertinent factors. You will be responsible for the travel costs of the child's return to Colombia, if approval is given.

Adoptions will be finalized in Colombia. In the event of a finalized adoption, you are the responsible parent(s), legally and financially, after the court's decision of adoption. If a problem develops and you want the child(ren) removed from your home, we urge you to discuss it with us at the earliest possible juncture. We will try to help you identify resources that may be able to assist you. However, ATWA is a non-custodial agency and under our license, we cannot accept the care or custody of a child. In the event of an emergency, your only option may be to contact Child Protective Services for the county where you live.

If you want to permanently dissolve the adoption, ATWA may be able to help you find another family for the child, but is not obligated to do so by way of this agreement. ATWA assumes no financial or other legal responsibilities. The fees paid under this agreement are not refundable even if there is a disruption or dissolution of the adoption process. Additional fees may apply for disruption or dissolution services. You will continue to be financially responsible for the child's care, even when the child is no longer living in your home (including temporary foster care), until you are no longer the legal parent(s) or guardian(s). If counseling and other resources cannot resolve the difficulties, the child will be interviewed, if age-appropriate, to determine his or her wishes. A plan will be developed, probably with the aid of a therapist or counselor, to address the best interests of the child.

Since adoptions are finalized in Colombia, there are no U.S. supervised providers at the post-adoption stage. Colombia requires at least four post-adoption visits and reports from an agency licensed to provide intercountry adoption services in your locale; unless your state or the court in Colombia requires more. These visits are currently 6, 12, 18, and 24 months after adoption. If you are outside California, you must contract with another agency to provide these services. A commitment letter from that agency and proof of payment will be required at home study approval. We do not accept post-adoption reports from individual social workers. The frequency and intervals of post-adoption may change. You agree to cooperate with these requirements by notifying ATWA of any change of address or email, supplying information and photographs of you and the child(ren), and making yourselves available for visits. Lack of cooperation would seriously jeopardize our ability to complete future adoptions for other families.

Even though you complete a full adoption in Colombia, a re-adoption in the U.S. is always recommended to obtain U.S. documents. Since you will meet your child before court in Colombia, your child(ren) will be an automatic U.S. citizen upon entry to the U.S.

After issuance of the child's immigrant visa, ATWA has completed its side of this agreement. You remain responsible for the post-adoption commitment.

ATWA provides the following information upon request:

1. The number of its adoption placements per year for the prior three calendar years.
2. The number and percentage of those placements that remain intact, are disrupted, or have been dissolved.
3. The number of parents who apply to adopt per year for the prior three calendar years.
4. The number of children eligible for adoption and awaiting an adoptive placement referral via ATWA.

Before signing this agreement, I/we confirm we have read and reviewed the following website of the U.S. Department of State, including any posted Notices or Alerts for Colombia:

<http://adoption.state.gov>

http://adoption.state.gov/country_information/country_specific-info.php?country-select=Colombia

By signing this agreement, I/We confirm receipt of ATWA's complaint resolution procedure which is available below and on our website under "About Us – About ATWA." **Applicants agree to follow and exhaust ATWA's internal complaint resolution procedure before pursuing any other method of claim for relief.**

COMPLAINT RESOLUTION PROCEDURE

1. Across The World Adoptions (ATWA) anticipates a smooth working relationship with Adoption Services Consumers. Consumers may be an adoptive parent, prospective adoptive parent, adoptee or birth parent. ATWA welcomes feedback and works to resolve any differences that may occur. ATWA will take no action to discourage a complaint or to retaliate against any consumer making a complaint, expressing a grievance, providing information in writing or interviews to an accrediting entity, questioning the conduct of, or expressing an opinion about the performance of ATWA and its services, activities, or staff.
2. Any consumer who has received services from or had contact with ATWA may lodge a complaint.
3. Any complaint must:
 - a. be in writing,
 - b. state with specificity the date and nature of the complaint, including names of persons involved, and
 - c. be signed and dated
4. The written complaint should be submitted to the Executive Director (ED) through the U.S. mail addressed to the main office of ATWA at 399 Taylor Blvd, Suite 102, Pleasant Hill, CA 94523. Received emails that state with specificity the date and nature of the complaint, including the names of persons involved, shall be considered as meeting the requirements of being in writing, signed, and dated.
5. In response, the ED shall follow the steps below.
 - a. The ED may, at her sole discretion, arrange an in-person or telephonic interview with the consumer, and take any other steps to investigate the complaint.
 - b. The ED will respond within 30 days of receipt of the written complaint. However, when a complaint involves time-sensitive matters, ATWA may provide expedited review within 10 days of the complaint.
 - c. The ED shall respond to the complaint in writing. The response will contain a summary of facts and issues and specific findings and conclusions with regard to the issues.
 - d. If the matter is not resolved satisfactorily, the consumer may, within ten working days of receipt of ATWA's written response, request an appeal. The request for appeal must be in writing, submitted to ATWA's Executive Director (ED) through the U.S. mail and addressed to the main office of ATWA at 395 Taylor Blvd, Suite 116, Pleasant Hill, CA 94523. In cases of appeal, an email is not considered sufficient. The request for appeal must clearly and succinctly state the consumer's objections to ATWA's decision or conclusions.
 - e. The ED will review and consider the facts and circumstances of the complaint and will issue a written decision within 10 business days of receipt of consumer's written notice of appeal. All decisions made by the ED are considered final.
6. If the complaint concerns or raises an issue of compliance with the Hague Convention or the U.S. implementing statutes and regulations, any consumer dissatisfied with ATWA's resolution may file with the Hague Complaint Registry. Contact information and procedures for the internet based Hague Complaint Registry:

http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php

OR

AskCI@state.gov

Across The World Adoptions

RECEIPT OF COMPLAINT RESOLUTION PROCEDURE

I/We confirm receipt of the Complaint Resolution Procedure from Across The World Adoptions.

Signature – Applicant #1

Signature – Applicant #2

Printed Name

Printed Name

Date

Date

ACROSS THE WORLD ADOPTIONS (ATWA) Fee and Expense Schedule for Colombia

Estimates are based on two adoptive parents, both traveling to Colombia for one trip as outlined below for the adoption of one child. Fees and expenses for additional trips or people, entertainment, excursions and personal items are not included. Final costs will vary depending on your location, the time of year, and other circumstances. ATWA has made every attempt to be thorough and accurate. However, ATWA doesn't have any control over foreign fees and expenses. **Fees and costs are subject to change without notice.**

Estimated Pre-Adoption Expenses	Description	Amount
	CIS Fee (\$775 plus \$85 fingerprint fee per adult in the home) - paid to USCIS	\$775.00 plus \$85 per adult for prints
	Home study (\$1000 - \$3000) - paid to ATWA or other agency	\$ 2,500.00
	Psychological Evaluation (\$400-\$800) - paid to psychologist	\$ 600.00
	Adoption education (\$200 - \$400) - paid to education provider	\$ 300.00
	State fingerprint and background checks (\$200 - \$400) - paid to state	\$ 300.00
	Medical exams or Reviews (\$20 - \$500) - paid to your own doctor	\$ 300.00
	Documents, notarization, certification, authentication (\$600 - \$1,000)	\$ 800.00
Inter-Country Adoption Fees ¹	Description	Amount
	\$500 Due at Application (waived for hosting families) \$500 State Department Mandated Monitoring and oversight fee (Per child) \$4,000 Due at acceptance into program \$3,500 Due at Home Study approval by ATWA These fees include personnel and operational costs, licensing and accreditations, overhead, staff training, communications and publications, introduction to the adoption process, discussion of home study and USCIS requirements, guidance on dossier preparation, coordination of child referral and its translation, providing travel information, post adoption administration, etc.	\$500 Agency application fee \$500.00 State Department Monitoring Fee (Per child) \$8,000 agency fee
	\$4,750 Due at Dossier Submission \$4,750 Due at Child Referral \$2,000 Due before travel These fees include in country personnel and administrative overhead, program development, professional services such as interaction with ICBF, governmental ministries, authorities and U.S. embassy, obtaining and preparing documents, arranging for adoption support services like passport. passport/visa pictures, translations of dossier documents, attorney fees, notary fees, new birth certificates, translation of and filing of post adoption reports, etc.	\$ 11,500.00 (Foreign Fees/attorney fees)
	ICBF (Central Authority of Colombia does not charge for any of its services)	\$0
Estimated Travel Expenses	Description	Amount
	Parents passports (\$280 - \$400)	\$ 280.00
	Adoption visas (\$255 for each parent)	\$ 510.00
	Airfare - round trip to Colombia for 2 adults (\$1,600 - \$3,000)	\$ 2,300.00
	In-country transportation (air, taxis, buses) (\$200 - \$700)	\$ 450.00
	Child's airfare, 1-way Colombia to U.S. (\$350 - \$1,500)	\$ 925.00
	Exit Tax	\$ 40.00

Estimated In-Country Costs (paid in Colombia)	Description	Amount
	Lodging - 4 -5 weeks (\$2,000 - \$5,800)	\$ 3,900.00
	Child's visa — (When paid in Pesos approx.)	\$ 360.00
	Child's medical exam for U.S. Consulate	\$ 130.00
	Miscellaneous expenses (\$250 - \$750)	\$ 500.00
Estimated Post Adoption Expenses	Description	Amount
	Post -adoption (4 visits at \$300 - \$500 per visit) - paid to ATWA or other agency at home study approval and confirmed in writing from agency	\$ 1,600.00
	Post-adoption deposit paid to ATWA at Home Study Approval. Fully refundable if no adoption. Fully refunded after completion of 4 apostilled reports are received by ATWA office.	\$ 1,000.00
	Re-adoption in US - discretionary but recommended (\$450 - \$550)	\$ 500.00

¹ Fees for legal services, (such as contested matters, appeals, USCIS issues), beyond normal and customary adoption procedures are not included.

ACROSS THE WORLD ADOPTIONS (ATWA) Fee and Expense Schedule for Colombia (Addendum for Biological Sibling(s) on the Same Dossier and Traveling at the Same Time)

*Estimates are based on two adoptive parents, both traveling to Colombia for one trip as outlined below for the adoption of one child. Fees and expenses for additional trips or people, entertainment, excursions and personal items are not included. Final costs will vary depending on your location, the time of year, and other circumstances. ATWA has made every attempt to be thorough and accurate. However, ATWA doesn't have any control over foreign fees and expenses. **Fees and costs are subject to change without notice.***

Inter-Country Adoption Fees ¹	Description	Amount
	Application Fee	\$ 0.00
	2nd Child — Due at referral Includes personnel and operational costs, licensing and accreditations, program development, communications, translations, publications and post adoption administration.	\$ 2,500.00
	3rd Child — Due at referral	\$1,500.00

Estimated Travel Expenses	Description	Amount
	In-country transportation (air, train, airport shuttles)	\$ 200.00
	Child's airfare, 1-way Colombia to U.S. (\$500 - \$1,000)	\$ 925.00
Estimated In-Country Costs (paid in Colombia)	Description	Amount
	Lodging	\$ 500.00
	Food and other living costs	\$ 200.00
	Child's medical exam for U.S. Consulate	\$ 130.00
	Miscellaneous expenses	\$ 200.00

¹ Fees for legal services, (such as contested matters, appeals, USCIS issues), beyond normal and customary adoption procedures are not included.