



NOTICE OF INTENT/GUARANTEE OF RESPONSIBILITY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

CHILDREN AND FAMILY SERVICES-ADOPTIONS

SFN 948 (2-2023)

NOTICE OF INTENT TO BRING A FOREIGN-BORN CHILD INTO NORTH DAKOTA FOR ADOPTION (NOT YET FINAL) AND GUARANTEE OF RESPONSIBILITY

TO: THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
(See page 2 for standards)

The undersigned adoptive parent(s) and the undersigned primary adoptive agency bringing a foreign-born child, into the State of North Dakota as a preliminary to a possible adoption, hereby notifies the Department of Health and Human Services of the intention to bring the child into the State and requests prior consent and authorization from the Department for such action.

Pursuant to requirements of NDCC Section 50-12-14.1, the undersigned hereby provides the following information and certifies it to be true, accurate, and complete:

Child's Name, (Last, First, Middle)		Date of Birth	
Birthplace (City, Country, Legal Residence)			
Legal Custodian/Guardian		Relationship	
Address	City	State	ZIP Code

Name of Person(s) with Whom Child Will be Placed		Telephone Number	
Address	City	State	ZIP Code

Primary Agency Bringing Child to North Dakota		Telephone Number	
Address	City	State	ZIP Code

The undersigned agree to supply the Department of Health and Human Services with any supporting or additional information which the Department may request.

GUARANTEE OF RESPONSIBILITY

In consideration for the consent of the Department of Health and Human Services to the bringing of the above-named adoptive child into the State of North Dakota, the undersigned hereby covenant and agree as follows:

1. That prior to the child's adoption or discharge upon consent of the Department of Health and Human Services, support of the child shall continue with undersigned;
2. That in the event the continuance of the child in the State of North Dakota is, in the judgment of the undersigned or the Department of Health and Human Services, contrary to the interests of the child, or the State, responsibility for the costs of the child's replacement shall be borne by the undersigned;
3. That the undersigned will promptly reimburse the Department of Health and Human Services or other public agency for all costs of support and maintenance incurred on behalf of the child;
4. That the terms and conditions of the covenants contained herein shall be binding upon the undersigned, jointly and severally and shall be modified only upon written agreement executed by the Executive Director of the Department of Health and Human Services or his designee.

Executed this _____ day of _____, 20 ____.

Parent	Parent		
Primary Agency Representative	Approved (HHS Representative)	Date Approved	

ATTACH COPY OF SURETY BOND

DISTRIBUTION: Original to HHS, Children and Family Services

Copies to Adoptive Parents and Child Placing Agencies

STANDARDS

The Primary licensed, child-placing agency that causes a foreign-born adoptive child to be brought into the state, or sent to another state shall comply with the following policy of the Department of Health and Human Services:

- (1) If the adoptive placement disrupts, the child remains in the adoptive home with the adoptive family providing continuous financial responsibility until another adoptive placement is secured by the primary agency.
- (2) If the adoptive placement disrupts and the child cannot remain in the adoptive home, the costs of foster care shall be borne by the adoptive family and/or the primary agency.
- (3) If the adoptive child requires treatment for medical reasons, the costs of treatment shall be borne by the adoptive family and/or primary agency.
- (4) The adoptive family and the primary agency shall provide documentation which indicates financial resources the in the amount of \$5,000, which shall be available to cover the costs of foster care and/or medical treatment. This requirement may be covered by the purchase of a surety bond. Copies of a surety bond and medical insurance coverage will be accepted as documentation.