

Voluntary Placement Agreement

Child's information:

(Print child's name - first) (Middle) (Last)

(Date of birth) (Social Security number) (Case name) (Case number)

Parent(s) or legal guardian(s) agrees:

I am the parent with legal custody, or the legal guardian of the above-named child and voluntarily agree to place the child with the Department of Human Services (the Department). I understand this is a binding, legal agreement by which I am delegating certain rights, duties and responsibilities as described later in this agreement.

If one person with legal custody of the child is missing, all other persons with legal custody of the child must sign the agreement and must provide the Department, the persons and places likely to have knowledge of the missing person's whereabouts.

I understand that I retain the authority as the parent or legal guardian of the above-named child and, as such, I am obligated to continue to exercise and perform all my parental authority and legal responsibilities which include the following:

- (a) Authorize surgery and other extraordinary treatment for the child
- (b) Provide informed consent prior to the administration of psychotropic medication
- (c) Authorize the child to enlist in the armed forces of the United States
- (d) Consent to child's adoption; and
- (e) Make other decisions of substantial legal significance concerning the child. (*A guardian is not a conservator of the child's property or estate.*)

I specifically delegate to the Department by this agreement:

1. The responsibility for the child's placement and care.
2. The following duties and responsibilities:
 - a. To have physical custody and control of my child.
 - b. To supply this child with food, clothing, shelter and incidental necessities.
 - c. To provide this child with care, education and discipline.
 - d. To authorize ordinary medical, dental, psychiatric, psychological and other remedial care or treatment for the child except for the administration of psychotropic medication.
 - e. In emergency, where the child's safety appears urgently to require it, to authorize surgery or other extraordinary care.

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- f. To make such reports and to supply such information as the court may require. To apply for any benefits to which the child is entitled and to use them to pay for the child's care, and;
- g. To authorize the following:

I agree:

- 1. To live within the state of Oregon and to tell my caseworker whenever my address changes.
- 2. To work with the Department in making decisions for this child;
- 3. To work continually, fully and cooperatively in the family support services case plan described in OAR 413-030-0006(2)(a)-(c) and in making decisions for the child based on the child's identified needs;
- 4. To maintain personal contact with this child;
- 5. To complete a "Medical Resource Report," Form DHS 415-H, and to advise the Department of Human Services of insurance or other financial resources to meet the medical, dental and mental health needs of this child, and;
- 6. To authorize the Department to apply as a representative payee for any benefits or support, current or accrued, and for any payments from persons or agencies made on behalf of this child while in the care of the Department. The Department may use these funds to cover the cost of care and services provided to this child. I further agree to cooperate with the Division of Child Support (DCS).

By placing this child in the physical custody of the Department, I understand that while my child is in care:

If I am the legal parent of this child, I am legally obligated to provide financial support, to the fullest extent possible, to pay toward the child's cost of care and will cooperate with the Division of Child Support to establish an agreement to provide support for my child. This may include providing medical insurance. This also may mean cooperating with the state to establish paternity of the child. I also have the option to choose to have a child support order established rather than participating in an agreement (ORS 419B.400 - 404, ORS 418.032).

The following two paragraphs only apply if there is an existing child support order:

I understand a child support order may not be superseded by an agreement. If I am currently ordered to pay support, I will not be offered an agreement. However, I may request a

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modification of my order. I understand this may increase or decrease my ordered amount of support.

I am giving to the Department, any rights I may have to support from any other persons for this child. This includes any support that is still owed before placing this child in the care of the Department. The state may keep the support to pay back all public assistance provided to this child or any member of this child's family. This is true even if the past public assistance grant has been closed for a number of months or years. This also includes any assistance provided to this child from now on. The state may keep this support to pay back any public assistance that anyone in this child's family received before child support payments were ordered. This includes public assistance provided for a child or adult not included in the support order. This assignment is by Oregon law (ORS 419B.406, ORS 418.032).

Department of Human Services agrees:

1. To immediately begin a reasonably diligent search to find a missing person with legal custody of the child to provide him or her notice of this agreement;
2. To accept the responsibility for the care and placement of this child;
3. To perform the duties and responsibilities you have given to the Department as listed in this agreement;
4. To place this child in a home or facility that is certified or licensed to care for children;
5. To develop a written visit and contact plan as described in OAR 413-070-0800 to 413-070-0880;
6. To develop with you a family support services case plan to meet the needs of this child;
7. To attend staffing meetings at this child's placement, to obtain and review periodic reports and to monitor and contribute to the implementation of the treatment plan;
8. To work with you toward returning this child to your care;
9. To make reports to the court and/or citizen's review board and to supply such information as may be required, and;
10. To provide a Department representative who shall specifically bring the following to the court's attention;
 - a. The existence of a voluntary placement agreement;
 - b. That the parent(s)/legal guardian(s) retains legal custody of the child, and;
 - c. That termination of parental rights is not at issue.

Limitations of agreement:

1. This agreement may be terminated by either party upon 48 hours' written notice.
2. Continuation of this agreement requires the ongoing approval of the juvenile court.
3. A voluntary placement agreement ends when the child reaches 18 years of age.

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A court review will be held within 180 days of this child's placement to determine if continued voluntary placement is *in the child's best interest*. A permanency hearing will be held within 14 months from the date of placement and at least once every 12 months thereafter.

Parent/legal guardian signature			
✍ _____		_____	_____
		(Date)	(Social Security no.)
Address: _____			
_____	_____	_____	_____
(City)	(State)	(ZIP code)	(Relationship to child)

Parent/legal guardian signature			
✍ _____		_____	_____
		(Date)	(Social Security no.)
Address: _____			
_____	_____	_____	_____
(City)	(State)	(ZIP code)	(Relationship to child)

DHS representative	
✍ _____	_____
	(Date)

A child welfare program manager must approve entering into a voluntary placement agreement.
Caseworker – FAX this completed form to the Children's Benefit Unit at central office, 503-945-7032