

Voluntary Foster Care Placement Agreement

This is a mutual agreement for temporary foster care placement for _____ .

The Iowa Department of Health and Human Services (hereafter known as HHS) and _____ (hereafter known as client) are parties to this agreement.

BOTH PARTIES AGREE TO THE FOLLOWING:

1. HHS has authority to select the foster care placement and has responsibility for care and supervision. Except in emergency situations, no change in placement will be made without prior notice to the client.
2. The client will provide a physical examination for the child before placement, except that in an emergency placement the examination will be provided within 72 hours after placement.
3. Parties will participate in developing a mutually agreed-upon case permanency plan before placement and every six months thereafter. Parties will comply with provisions of the case permanency plan and will maintain regular contact as specified in the case permanency plan. The client will notify the social worker or supervisor of any changes in family composition, phone number, address, employment, or income. HHS will inform the client of any changes in case worker or in the child's circumstances and progress. For a child under age 18, failure to comply with the conditions of the case permanency plan could lead to juvenile court action. Be advised that any removal through juvenile court may lead to termination of parental rights.
4. The client will continue to take an active role in decision-making. Should an emergency arise where immediate medical attention is needed and the client is unable to authorize such attention, HHS has permission to call a physician and to consent to emergency medical and surgical care.
5. The client understands that the child's parents and the child are primarily and legally responsible for the costs of this out-of-home placement from the first day of this placement and that HHS has the duty under Iowa Code 234.39 to determine the amount of parental liability using the Iowa Uniform Child Support Guidelines. The client agrees to provide HHS with financial and health insurance information as necessary to determine the parents' liability for the cost of the placement. HHS will inform the client of the amount of parental liability. HHS will exchange information with other governmental agencies to verify the child's and the parents' social security numbers, income, and resources.
6. The client agrees to assign the child's unearned income. The client understands that the placement of the child in foster care creates an automatic assignment of court-ordered child support and medical support rights to the HHS. This assignment is in addition to the parental liability assessment discussed in item 5. This assignment includes interest in support payments which come due for the child during the placement, regardless of whether the payment is paid before, during or after the placement period.
7. This mutual agreement is effective _____ .
8. This agreement can be terminated by either party upon ten days' written notice. HHS may terminate the agreement if the client fails to follow its terms. The client may terminate the agreement for any reason. This agreement will be terminated if the client or child moves outside the state of Iowa.
9. For children under age 18, no voluntary placement agreement can be continued beyond 90 days. HHS payment for the placement will end unless continued foster care placement is court-ordered.

10. For a child age 18 or older, in addition to above, all of the following apply:

- A voluntary placement agreement for a child age 18 or older will end no later than six months from the effective date above, unless a new agreement is negotiated.
- Placement options are limited to Supervised Apartment Living (cluster or scattered site) or family foster care, licensed as defined in Iowa Code Section 237.
- The case permanency plan for a child age 18 or older shall include requirements for the child, which shall include but is not limited to, combined number of hours per month working/attending school or other educational opportunities (typically 80 or more hours/month). The agreement will also terminate, upon at least 10 days' written notice, if the child fails to participate in work or school expectations as indicated in the case permanency plan.
- Physical examination at placement is presumed to have occurred in foster care and is therefore not required for foster care extension or re-entry for the individual age 18 or older.

For a child age 18 or older, check the boxes and explain below (boxes 2-4 must be checked):

- The department has made an application for the person for adult services upon a determination that it is likely the person will need or be eligible for services or other support from the adult services system. Describe status of application below, if applicable.
- The child is at imminent risk of becoming homeless (meaning a less restrictive placement is not available) or of failing to graduate from high school or obtain a high school equivalency diploma. Describe circumstances below, if applicable.
- The placement is in the child's best interest.
- Funding is available.

Additional detail from section above:

Special Requirements For Voluntary Foster Care Placements Of Indian Children

For children under age 18 only: Is the child entering voluntary foster care an Indian child (meaning an "unmarried person who is under age eighteen and is either (a) a member of an Indian tribe or (b) is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe")?

Yes No If yes, follow the special procedures described below.

Complete the Following:

1. Birthdate of the Indian child:
2. Name of the Indian child's Tribe:
3. Tribal enrollment number for the parent and for the Indian child, where known, or some other indication of the child's membership in the Tribe:
4. Address of the consenting parent or Indian custodian:
5. Name and address of the prospective foster parents, if known at the time:

Instructions:

If the parent states that the child under age 18 is identified by a recognized Indian tribe as a member of their community, or the HHS worker knows based on other information that the child is an Indian child, the HHS worker should contact a judge as soon as possible, based on local court protocols, and arrange to have this agreement recorded before and certified by a judge. This judge's certification should be attached to this voluntary placement agreement. A sample judge's certification form is available from the Service Helpdesk.

Signatures designate that the agreement has been reached.

Parent or Guardian	Date	Worker	Date
Parent or Guardian	Date	Supervisor	Date
Child Age 18 or Older	Date	Service Area Manager	Date