



## Voluntary Foster Care Placement Agreement

This is a mutual agreement for temporary foster care placement for \_\_\_\_\_ .

The Iowa Department of Human Services (hereafter known as DHS) and \_\_\_\_\_ (hereafter known as client) are parties to this agreement.

### BOTH PARTIES AGREE TO THE FOLLOWING:

1. DHS 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. DHS will inform the client of any changes in case worker or in the child's circumstances and progress. 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, DHS 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 DHS 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 DHS with financial and health insurance information as necessary to determine the parents' liability for the cost of the placement. DHS will inform the client of the amount of parental liability. DHS 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 this child in foster care creates an automatic assignment of court-ordered child support and medical support rights to the Department. 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. DHS 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. DHS payment for the placement will end unless continued foster care placement is court-ordered.

- 10. A voluntary placement agreement for a child age 18 or older will end six months from the effective date above. DHS payment will end unless a new agreement is negotiated. The agreement will also terminate, upon 10 days' written notice, if the child fails to attend an approved school in courses leading to a high school diploma (or its equivalent) or special education classes.

**SPECIAL REQUIREMENTS FOR VOLUNTARY FOSTER CARE PLACEMENTS OF INDIAN CHILDREN**

Is the child entering voluntary foster care an Indian child (meaning "a child under 18 years of age that a recognized Indian tribe has identified as a child of the tribal community").  Yes  No If yes, follow the special procedures described below.

- 1. The voluntary release of custody shall not be valid until the Indian child is at least 10 days old.
- 2. The voluntary placement agreement must be executed in writing and recorded before a judge of a court of competent jurisdiction.
- 3. The placement agreement must be accompanied by the judge's certification that the terms and conditions of the placement agreement were fully explained in detail and were fully understood by the Indian child's parent or Indian custodian and that the parent or Indian custodian fully understood the explanation in English or that it was interpreted into a language that the parent or Indian custodian understood.

If the parent states that the child is identified by a recognized Indian tribe as a member of their community, or the Department worker knows based on other information that the child is an Indian child, the Department 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 FOSU or CFS.

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