

Voluntary Custody Agreement

Conditions for voluntary custody are set forth in OAR 413-020-0000 through 413-020-0050.

Child's information

<i>(Print child's name)</i>			
<i>(First)</i>	<i>(Middle)</i>	<i>(Last)</i>	
<i>(Date of birth)</i>	<i>(Social Security number)</i>	<i>(Case number)</i>	<i>(Case name)</i>

Parent/legal guardian understanding and agreement

- ◆ I am the parent with legal custody or I am the legal guardian, of the above-named child and voluntarily agree to place this child in the custody with the Oregon Department of Human Services (the Department). I understand that this is a binding legal agreement that authorizes the Department to assume all parental and legal responsibilities that are not specifically reserved to the parents or legal guardians as permitted under ORS 418.015. The Department is further authorized to apply as a representative payee for any benefits or payments current or accrued, which this child is eligible to receive, while in the custody of the Department.
- ◆ I understand that I retain the authority of a legal guardian, and except in the case of an emergency when I cannot be contacted to provide informed consent, I retain the authority to authorize surgery and other extraordinary treatment for the child, consent to marriage, consent to adoption, authorize enlistment in the armed forces of the United States, and to make other decisions of substantial legal significance to this child.
- ◆ I understand that the administration of psychotropic medication is considered by the Department as extraordinary medical care and I retain the authority to provide informed consent to the use of a psychotropic medication, except in the case of a medical emergency.
- ◆ I will give my full and ongoing cooperation to the Department in developing a family support services case plan, making decisions based on the child's identified needs, and in other case management activities.
- ◆ I will visit the child and provide the child financial support to the fullest extent possible.
- ◆ I will live within the State of Oregon and tell the assigned Department caseworker whenever my address changes.
- ◆ I will cooperate with the Division of Child Support (DCS).
- ◆ I authorize the Department to apply as a representative payee for any benefits or support,

Child's name:

Case number:

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 legal custody of the Department, I understand that while the child is in the custody of the Department:**

- I am giving to the Department, any rights I may have to support from any other persons for this child. This includes any support 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].

- I understand that if I am the legal parent of this child, I am legally obligated to provide support to pay toward the child's cost of care. If support is currently not ordered for this child, a child support order will be obtained. This may include providing medical insurance. This also may mean cooperating with the state to establish the paternity of this child [ORS 419B.400–404, ORS 418.032].
- I understand the Department is obligated to make reasonable efforts to notify each non-custodial legal parent or legal guardian of the Department's temporary custody of the child. Each parent or legal guardian must sign this agreement unless a parent or legal guardian is missing, and OAR 413-020-0020 applies.

◆ I understand Oregon Law [ORS 192.520] allows the Department of Human Services' Oregon Health Plan (OHP), and OHP managed care plans, to exchange the following protected health information without my authorization for the purpose of treatment activities related to behavioral or physical health:

- Name and Medicaid recipient number
- Name of the hospital provider or attending physician
- The performing provider's Medicaid number
- Diagnosis
- Date(s) of service
- Procedure or Revenue code
- The quantity of units or services provided
- Information about medication prescription and monitoring

Child's name:

Case number:

Rights and obligations of a child over 18 years old

Department of Human Services agrees

1. To assume all legal and parental responsibilities as permitted by OAR 413-020-0000 through 413-020-0050.
2. To place this child in a home or facility that is certified or licensed to care for children.
3. To develop with you a support services case plan per OAR 413-030-0016.
4. To work toward returning this child to your care and custody.
5. To work with you in developing a visit and contact plan.
6. Schedule appropriate court hearings or citizen review board meetings as required.
7. To carry out the following responsibilities you have given to the Department in this agreement:
 - ◆ To have physical custody and control of the child named above.
 - ◆ To provide above named child with food, shelter, incidental necessities and supervision.
 - ◆ To provide the above named child with care, education, and discipline.
 - ◆ To authorize ordinary medical, dental, psychological, psychiatric and other remedial care or treatment for the above named child.
 - ◆ In an emergency, to provide informed consent where the above name child's safety appears urgently to require surgery or other extraordinary care and the parent or legal guardian cannot be contacted to provide informed consent.

Limitations of agreement

1. This agreement may be terminated by either party upon 48 hours written notice or verbal notice in the case of an American Indian child.
2. Continuation of this agreement requires the ongoing approval of the Juvenile Court. 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 every 12 months thereafter.
3. If an agreement continues after the child reaches 18 years of age, a young adult may terminate the agreement by providing 48 hours written notice.

Child's name:

Case number:

Parent or legal guardian (print first, middle, last):	Social Security number:
_____	_____ - _____
<i>(Signature)</i>	<i>(Date)</i>
_____	_____
<i>(Address)</i>	<i>(City) (State) (ZIP code) (Relationship to child)</i>

Parent or legal guardian (Print first, middle, last):	Social Security number:
_____	_____ - _____
<i>(Signature)</i>	<i>(Date)</i>
_____	_____
<i>(Address)</i>	<i>(City) (State) (ZIP code) (Relationship to child)</i>

Child/young adult (<i>Print first, middle, last</i>):	Social Security number:
_____	_____ - _____
<i>(Signature)</i>	<i>(Date)</i>
_____	_____
<i>(Address)</i>	<i>(City) (State) (ZIP code)</i>

Child welfare program manager (<i>Print first, middle, last</i>):	

<i>(Signature)</i>	<i>(Date)</i>

District manager (<i>Print first, middle, last</i>):	

<i>(Signature)</i>	<i>(Date)</i>