



Family Support Services Case Plan (Child in Substitute Care)

Case Name: _____ Case Number: _____
Worker: _____ Date: ____ / ____ / ____
Branch: _____

Child Information

Child's Name: _____ Person Letter: _____
Date of Birth: ____ / ____ / ____ Age: _____ Primary Language _____

Parent, Legal Guardian, Young Adult Information

Mother's Name: _____ Date of Birth: ____ / ____ / ____

Primary Language: _____

Father's Information

Father's Name: _____ Date of Birth: ____ / ____ / ____

Primary Language: _____ Father's Legal Status: _____

Legal Status: _____

Indian Child Welfare Summary

Indian Child Welfare Summary: _____

Referral Information

Referral Information: _____

Determination of Need

Determination of Need: _____

Service Goals

Service Goals: _____

Services

Services to the Parent/Guardian: _____

Services to the Child: _____

Services the Department Will Provide: _____

Progress to Date

Progress to Date: _____

Primary Permanency Plan: _____

Case Name: _____ Case Number: _____
Worker: _____ Date: ____ / ____ / ____
Branch: _____

Explanation:

Concurrent Permanency Plan:

Explanation:

Substitute Care Services

Current Type of Placement(s):

Anticipated Return Home:

Current Placement:

Substitute Caregiver:

Visitation Plan

Visitation Plan:

Conditions for Case Closure

Conditions for Case Closure:

Face-to-Face Contact

Caseworker Contact with Child and Parent:

Contact Dates with Child:

Contact Dates with Mother:

Contact Dates with Father:

Contact Dates with Relative Caregiver/Foster Parent/Provider:

Case Name: _____ Case Number: _____
Worker: _____ Date: ____ / ____ / ____
Branch: _____

Collaterals, Relatives and Others:

Review

Review Date:

"I understand and agree to participate in services to achieve the service goals of this case plan."

Signatures

Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____

Mailing Information

Copies of this form mailed by (Signature): _____ Date: _____
To: Mother: _____ Date: _____
Father: _____ Date: _____
Attorney: _____ Date: _____
Legal Guardian: _____ Date: _____

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>

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.

Child's name:

- 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

Child's name:

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.

Child's name:

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