

Minnesota Department of **Human Services**

Voluntary Placement Agreement for Treatment: American Indian Child

Minnesota Statutes, Chapter 260D

This form is an agreement between the county social service agency and the child's parent(s) when a child must be in foster care to receive necessary treatment for an emotional disturbance or developmental disability or related condition. The Notice of Rights and Responsibilities (SSIS 163/DHS-5728) is presented to the parent(s) and youth as a part of this agreement.

Identifying information:

CHILD'S FULL NAME		BIRTH DATE	
CHILD'S TRIBAL MEMBERSHIP OR AFFILIATION			

PARENT OR AMERICAN INDIAN CUSTODIAN'S FULL NAME			BIRTH DATE	
PARENT OR AMERICAN INDIAN CUSTODIAN'S ADDRESS		CITY	STATE	ZIP CODE
PARENT OR AMERICAN INDIAN CUSTODIAN'S TRIBAL MEMBERSHIP OR AFFILIATION (If tribal affiliation has not been determined include a statement to that effect.)				

PARENT OR AMERICAN INDIAN CUSTODIAN'S FULL NAME			BIRTH DATE	
PARENT OR AMERICAN INDIAN CUSTODIAN'S ADDRESS		CITY	STATE	ZIP CODE
PARENT OR AMERICAN INDIAN CUSTODIAN'S TRIBAL MEMBERSHIP OR AFFILIATION (If tribal affiliation has not been determined include a statement to that effect.)				

Placement information:

NAME OF FOSTER PARENT OR FACILITY				
ADDRESS OF FOSTER PARENT OR FACILITY		CITY	STATE	ZIP CODE

Court hearing information:

Hearing to obtain court validation of the consent:	DATE (If known)	TIME (If known)
	LOCATION	
	JUDGE/REFEREE (If known)	TELEPHONE NUMBER

This agreement is between _____, an agency duly authorized by the state of Minnesota to place children in out-of-home care, (hereinafter called "agency"), and _____ and _____, parent(s) of _____, residing at _____, county of _____, Minnesota.

Conditions of this agreement

1. The child's residence or domicile is is not on the reservation.
2. The child is not a ward of tribal court.
3. Consent was not given prior to or within 10 days after the child's birth.
4. The parent(s) acknowledge that this agreement has been explained to them in detail, and they understand the terms and consequences of this agreement.
5. The parents have a right to services to prevent placement of the child.
6. Active efforts to prevent placement **including a description of active efforts** have been made by the agency.
7. To be valid, this consent must be approved at a court proceeding in which the parents or American Indian custodian personally appear.
8. The parents have been advised of the provisions of the Indian Child Welfare Act governing provisions of the foster care placement, and understand that a copy of this consent will be provided to the tribe.

Placement

As the parent, I maintain (keep) legal custody of my child, and agree to place my child in foster care for the purpose of care and treatment.

The agency agrees to provide or authorize supervision of your child who is placed in a licensed foster care home or licensed residential program.

Planning

As the parent, I agree to participate in development of the out-of-home placement plan with the agency, and keep the agency informed of where I live and how to contact me at all times.

The agency agrees to develop a written out-of-home placement plan with you and your child within 30 days of placement, review the plan as required, and provide you with a copy of the plan.

Services

As the parent, I agree to follow through with my responsibilities in the out-of-home placement plan, participate in treatment, case planning, and keep the agency informed of my child's or my family's needs.

The agency will provide for your child's treatment needs, provide coordinated case management, and other services according to the out-of-home placement plan while your child is in placement.

Visitation

As the parent, I agree to visit and keep in touch with my child as stated in the out-of-home placement plan.

The agency will establish a visitation plan with your child and their siblings that preserves your child's bond with you and their siblings, and assists in keeping the visitation schedule.

Financial

As the parent, if the agency is providing financial support for the placement, I agree to cooperate with a fee assessment, and provide the agency with information about income, child support, and any other benefits that my child and I receive. I will reimburse the agency for the cost of caring for my child in accordance with a plan agreed upon with the agency. I understand that if I receive Minnesota Family Investment Program (MFIP) and/or child support, this placement will affect the payment from these programs.

The agency will assume financial responsibility for the care of my child, including board, room, clothing, medical care, dental care and other expenses. The agency will provide you with information used to determine your contribution for your child's care and treatment. This will include information about your child's resources used to contribute to their care.

The agency will receive from the Minnesota Department of Human Services consumer credit reports for foster care youth, ages 14 to 17, and assist youth in interpreting the reports and resolving inaccuracies.

Medical insurance

As the parent, I agree to provide health insurance information to the agency and keep my child enrolled on my health plan. I will turn over to the agency any payment from my insurance company for my child's care when the agency paid the bill. If asked, I will apply for Medical Assistance for my child.

The agency will bill your health insurance, Medical Assistance, or you for medical services. The agency will assist you in applying for Medical Assistance.

Parents' authorization for medical care

As the parent, I agree to arrange and participate in my child's medical care, including mental health care, according to the out-of-home placement plan. In the event of an emergency and I cannot be reached, I authorize the agency to arrange and provide for necessary medical care. I maintain authority to consent to major medical care and procedures.

The agency will develop an out-of-home placement plan with you to determine how you will be informed and involved in the medical care of your child.

Parents' authorization for the release of the child's medical and education records

As the parent, I agree to sign the necessary releases for the agency, facility or foster home to have access to my child's medical and mental health and education records.

The agency will maintain data privacy of this information according to state and federal laws.

Termination of the agreement

As the parent, upon demand, my child will be returned as soon as possible, and no later than 24 hours after receipt of a written and notarized demand from the parent(s) or American Indian custodian filed with the juvenile court, unless the request specifies a later day or because of child protection concerns, this agency files a petition with the court alleging that return would not be in the best interest of the child.

The agency may terminate a voluntary placement agreement with written notice. The written notice would include information about your right to a fair hearing and how to appeal the decision. The scheduled time to return your child home will meet their need for safety and reasonable transition. Unless otherwise agreed to by you and the agency, the child will return home no sooner than 72 hours, and no later than 30 days, after the written notice is received or sent by the agency.

Prior to reunification, you and the agency will engage in transition planning, including establishing a time to return your child home, increased visitation to support the transition, and a plan for what services will be provided and in place upon your child's return home.

Notice for parents

The agency is required to provide a notice of the consequences to you (parents) and to your child of being in voluntary foster care. The information gathered during the time your child is in voluntary placement may be used by the agency to support a petition alleging that your child is in need of protection and services. Additional rights and provisions of the Indian Child Welfare Act will apply to these services. If a child is in foster care for any reason other than to access treatment related to their emotional or developmental disability or related condition, the agency will need to reassess the voluntary placement. Notice of Rights and Responsibilities, (SSIS 163/DHS-5728) provides you and your child with information in writing and is presented to you (parents) as part of this agreement.

Signatures:

I agree to the provisions contained in this voluntary foster care placement agreement. The mine/our and the agency representative's signature below provides the agency legal authority to place your child in foster care.

SIGNATURE OF MOTHER/AMERICAN INDIAN CUSTODIAN	SIGNATURE OF AGENCY REPRESENTATIVE
SIGNATURE OF FATHER/AMERICAN INDIAN CUSTODIAN	TITLE OF AGENCY REPRESENTATIVE
SIGNATURE OF TRIBAL SOCIAL SERVICE REPRESENTATIVE	TRIBAL SOCIAL SERVICE AGENCY
DATE OF AGREEMENT	
SIGNATURE OF JUDGE OR COURT REFEREE	DATE OF SIGNATURE OF JUDGE OR COURT REFEREE

The date this agreement is signed must coincide with the date your child is moved to the foster home or facility. (If only one parent has signed the agreement, the agency must document why the other parent did not sign the agreement.)

ADA5 (12-12)

This information is available in accessible formats for individuals with disabilities by contacting your county worker. For other information on disability rights and protections to access human services programs, contact the agency's ADA coordinator.