

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
VOLUNTARY PLACEMENT AGREEMENT

THIS AGREEMENT WILL BE IN EFFECT WHILE MY CHILD IS IN FOSTER CARE.

A. NOTICE

By signing this Agreement, I voluntarily transfer the care and custody of my child to the Commissioner of Social Services Department. The Department can be reached at:

Address:

Phone:

I understand that I do not have to sign this Agreement and I will not be subject to any legal penalties if I do not sign it.

I understand that I may choose to make this transfer for an indefinite (unknown) period of time, or until a certain date, or until a certain event takes place.

I understand that I have the right to talk to a lawyer of my own choosing before signing this Agreement. If I cannot pay for or afford to hire a lawyer, I have the right to receive from the Department a list of lawyers or organizations that may provide free legal services.

I UNDERSTAND THAT IF MY CHILD STAYS IN FOSTER CARE FOR 15 OF THE MOST RECENT 22 MONTHS, THE DEPARTMENT MAY BE REQUIRED BY LAW TO START A COURT PROCEEDING TO TERMINATE (END) MY PARENTAL RIGHTS.

B. INDIVIDUALS COVERED BY THE AGREEMENT

Names of Children Subject to Agreement	Date of Birth
	/ /
	/ /
	/ /
	/ /

Name of Person(s) Signing	Address (Number, Street, City, Zip Code)
Mother	
Father*	

* If a child was born out-of-wedlock (when the child's parents were not married), attach acknowledgment of paternity form, or state the date and court where paternity was ordered, if applicable: Date: _____ Court: _____

If paternity has not yet been established, check here:

Is father deceased? Yes No I do not know

C. TERMS OF PLACEMENT

I understand that by signing this Agreement I am agreeing to allow the Department to place my child in a foster care setting that the Department determines is right and appropriate for my child's care.

THE DEPARTMENT AND I MAY AGREE TO ONE OF THE FOLLOWING THREE TYPES OF PLACEMENT:

1. **INDEFINITE PLACEMENT.** This means that I place my child with the Department, but I am not sure when I will be able to take my child back.
2. **TIME-LIMITED PLACEMENT.** This means that I place my child with the Department, and I set the date when my child is to be returned to me.
3. **EVENT-LIMITED PLACEMENT.** This means that I place my child with the Department, and I can tell the Department that when a certain thing happens, I want my child to be returned to me. *(For example, an "event" might be where I am able to return home from a hospital stay and that makes it possible for me to again care for my child.)*

CHECK THE TYPE OF PLACEMENT YOU AND THE DEPARTMENT HAVE AGREED TO FOR YOUR CHILD: *(You may check only one choice. Check the box next to your choice.)*

INDEFINITE PLACEMENT

The Department and I agree I am placing my child with the Department for an indefinite (unknown) period of time. When I want my child back, I will write to the Department at the address on page 1 and ask for my child to be returned to me.

1. I understand that if the Department and I agree to this option and the Department believes that my child is likely to stay in foster care for more than 30 days, the Department must

- ask the family court for a hearing to review this Agreement. I will receive notice of the hearing date. At the hearing, the court may approve the Agreement as written, require changes to the Agreement or disapprove the Agreement.
2. If the court approves the Agreement either as written or with changes, the court will set a date for a permanency hearing within eight (8) months after my child enters foster care. I will be notified of the date of the permanency hearing. My child will remain in foster care until the court reviews my child's placement at the permanency hearing. The court will determine at the permanency hearing whether my child will remain in foster care or whether my child can be returned to me at that time or within the next six months. Another permanency hearing will be held at least every six (6) months after that while my child is in foster care.
 3. I will be told the date for each of these permanency hearings. I will receive notice and a report of the status of my child and the proposed plan for my child at least fourteen (14) days before the date set for each permanency hearing. I have the right to be present and to participate in the hearings. At each permanency hearing, the court may order the Department to carry out a specific plan of action to work toward the release of my child from foster care either to me or to another permanent home.
 4. I understand that if I ask for my child to be returned to me before the date set by the court for the next permanency hearing, I have the right to the return of my child within twenty (20) days of my request, unless the court has ordered that my child cannot be returned to me without the court's consent or if the Department asks the court for an order preventing my child from being returned to me.

Time-LIMITED PLACEMENT

The Department and I agree that I am placing my child with the Department until

OR

EVENT-LIMITED PLACEMENT

The Department and I agree that I am placing my child with the Department until (fill in the event)

1. I understand that if the Department and I agree to either of these options and based on the date or event set forth above, the Department believes that it is likely that my child will remain in foster care for at least thirty (30) days, the Department must ask the family court at a hearing to review this Agreement. I will receive notice of the hearing date. At the hearing, the court may approve the Agreement as written, require changes to the Agreement or disapprove the Agreement.
2. If the court approves the Agreement either as written or with changes and if my child is likely be returned to me before eight (8) months from entering foster care, I have the right to the return of my child within ten (10) days of the date or event approved by the court, unless the court has ordered that my child cannot be returned to me without the court's consent at the hearing for approval of this Agreement or if the Department asks the court for an order preventing my child from being returned to me.
3. However, if the court approves the Agreement and my child is expected to remain in foster care for more than eight (8) months, the court will set a date certain for a permanency hearing within eight (8) months after my child enters foster care. I will be notified of the date of the permanency hearing. My child will remain in foster care until the court reviews my child's placement at the permanency hearing. The court will determine at the permanency hearing whether my child will remain in foster care or whether my child can be returned to me at that time or within the next six (6) months of the date or event approved by the court. Another permanency hearing will be held at least every six (6) months after that while my child is in foster care.
4. I will be told of the date for each of these permanency hearings. I will receive notice and a report of the status of my child and the proposed plan for my child at least fourteen (14) days before the date set for each permanency hearing. I have the right to be present and to participate in the hearings. At each permanency hearing, the court may order the Department to carry out a specific plan of action to work toward the release of my child from foster care either to me or to another permanent home.

5. I understand that if I ask for my child to be returned to me before the date set by the court for the next permanency hearing, I have the right to the return of my child within ten (10) days of my request, unless the court has ordered that my child cannot be returned to me without the court's consent or if the Department asks the court for an order preventing my child from being returned to me.

6. I may ask that my child be returned to me before the date or event set forth above by writing to the Department at the address on page 1. The Department must give me back my child within ten (10) days of getting my request or let me know within ten (10) days if my request is denied. If the Department does not give my child back to me, I have the right to ask for the immediate return of my child in either _____ County Family Court or _____ County Supreme Court.

D. RESPONSIBILITIES OF PARENTS

I understand that it is my right and my responsibility as the parent(s)/legal guardian of my child to work with the Department staff to:

1. Plan for the future of my child, including developing the plan for my child to return home or other plans for my child so that my child may be placed in another permanent home, if my child cannot return home;
2. Meet and work with Department staff to develop and carry out the best plan for my child and me;
3. Visit regularly with my child;
4. Let the Department know as soon as possible if I move, change my address or change my name; and
5. Help pay the costs of my child's foster care, if I am able.

I understand that if I do not do these things, the Department can ask the court to end my parental rights to my child forever and allow my child to be adopted by someone else without my permission.

The amount of money I agree to pay while my child remains in foster care (check box):

- Each week \$
- Each month \$
- None at this time

I understand that I may be referred to the Office of Child Support Enforcement, and if I am, I may be ordered to pay an amount of child support other than what I have written on this agreement.

E. RESPONSIBILITIES OF THE DEPARTMENT

I understand that while my child is in foster care, the Department agrees to:

1. Provide appropriate care, supervision, room, board and clothing, and arrange for medical care, dental care and education services for my child;
2. Tell me the name, address and telephone number of the foster care agency, home or facility where my child is placed;
3. Tell me what I must do before my child will be returned home; work with me to develop and carry out a services plan for my child and my family, including providing supportive and preventive services that I, my child and/or family need and are eligible for, and that are available pursuant to the Department's consolidated services plan, so that my child can return home;
4. Provide help, if needed, for any children who remain in my home;
5. Help me visit my child regularly; and
6. Listen to any complaint I may have about the care and services given to my child and me and take appropriate action.

I understand that the services my child and/or family and I need will not be stopped while my child is in foster care unless I agree in writing that the services should end. However, even if I do not agree that services should end, services may be stopped if:

1. A court orders the services to end; or
2. I do not let the Department know where I am living; or
3. I do not communicate with the Department; or
4. I refuse to accept the supportive and preventive services offered.

I understand that the Department may contract with a foster care agency and/or other service providers to perform some of the Department's responsibilities under this Agreement and that I will be responsible for working with those agencies as well as with the Department.

F. VISITING

I understand that it is my right and responsibility to visit my child in foster care and that it is important to visit my child regularly. I may decide, together with the Department, when, where and how often I may visit my child, unless there is a court order that states my rights about visits with my child or the court orders a specific visiting plan.

Any court orders about my right to visit my child will remain in effect and are stated here or attached to this document as required by law:

Court-ordered visitation description:

Order attached:

No one may stop or limit my visits without approval from a court after a hearing. I understand that I will be told about a hearing to stop or limit my visits. I may attend the court hearing and object to any change.

G. RIGHT TO A FAIR HEARING

I understand that I have the right to ask the State for a fair hearing if I do not agree with a decision made by the Department about services for me or my child, including if:

- Supportive or preventive services are denied, reduced or stopped;
- The supportive or preventive services arranged for me, my child or my family are not helpful for my situation; or
- I have been denied the right to visit with my child.

I understand that if I receive a notice denying, reducing or stopping a service, I **MUST** ask for a hearing within sixty (60) days of the date I receive the notice.

I can ask for a fair hearing by:

1. Writing to the Office of Administrative Hearings of the Office of Temporary and Disability Assistance, P.O. Box 1930, Albany, NY 12201; or
2. Calling statewide toll free: 1-800-342-3334.

H. HEALTH AND MEDICAL CARE

As the parent(s)/legal guardian(s) of my child:

1. I understand that the Department will tell me about my child's progress, development and health.

2. I agree that the Department may have my child get regular medical examinations and get any routine immunizations, tests and treatments, including dental treatments that are needed for my child's well-being.
3. I understand that the Department MAY NOT cause my child to have surgery unless the Department has talked to me about the surgery beforehand and I have given my written consent for the surgery.
4. However, if a doctor decides my child has a medical emergency, and waiting to find me to get my consent would place my child's life or health in danger, I agree that the Department or doctor may allow emergency medical, dental or hospital services and/or emergency surgical care to be given to my child without my consent. I will be told about the emergency and my child's condition as soon as possible.
5. I understand that my child will not be tested for human immunodeficiency infection (HIV) without my written consent UNLESS my child has the capacity to give consent to such testing and has consented for him/herself. However, if there is an urgent medical need for my child to be tested for HIV, and I refuse to give my consent due to a mental or physical illness, the Department may seek a court order for my child to be tested.
6. I understand that my child MAY NOT be entered into a clinical trial without my written consent UNLESS my child reaches age 18 before the clinical trial begins and consents with him/herself.
7. I understand that if I am asked to consent for my child to have a medical procedure, and I refuse to give my consent, the Department may bring a child protection proceeding against me in family court if my refusal to give consent would put my child's life or health in danger. The family court may order medical care for my child or take other appropriate action if the court decides that my child appears to be in need of the medical care.

I. SIGNATURES AND EFFECTIVE DATE

This Agreement will go into effect immediately unless another date or event when the Agreement is to take effect is indicated here.

Effective date or event:

I have read this Agreement and I understand it. I also understand that this Agreement will be in effect during the time that my child is in foster care.

I understand that this Agreement may not be changed unless I (or a person I identify and consent to act for me) and the Department agree to the change. If any changes are made to this Agreement, the change must be in writing in another Agreement that will be signed and witnessed in the same way as this Agreement and which will be attached to this original Agreement.

I have been given a copy of this Agreement.

Signature of Parent or Legal Guardian

Dated: ■ / /

Signature of Parent or Legal Guardian

Dated: ■ / /

Signed in the presence of:

Signature of Witness

Dated: ■ / /

Title

On behalf of the Commissioner/Department, I am authorized to and agree to the terms of this Agreement.

Signature of Local Department of Social Services Designee

Dated: ■ / /

Title