


Policy Subject:	Title IV-E Eligibility Determination for Voluntary Placement Agreements
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Approved By:	Michelle L. Farr  Executive Director Social Services Administration
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Program Affected:	State of Maryland Department of Human Services, Title IV-E Compliance and Eligibility Specialists and Supervisors, Local Department of Social Services Title IV-E Liaisons and Local Department OHP Supervisors and Case Workers



Legal Information and Purpose:

The purpose of this Policy Directive is to provide a clear and concise guide to completing Title IV-E Determinations for Time Limited, Child with Disabilities and Enhanced Aftercare Voluntary Placement Agreements (VPA).

Policy:

A child/youth enters into Foster Care via a court ordered removal or voluntary placement agreement. A voluntary placement agreement is an agreement between the parent(s), legal guardian and/or youth and the Local Department of Social Services (LDSS). The agreement gives the LDSS the responsibility for the placement and care of the child/youth initiated by the parent(s), legal guardian and/or youth. This agreement does not give custody of the child/youth to the LDSS. There are 3 types of VPA's in the State of Maryland, they are: (1) Time-Limited VPA, (2) Child with Disabilities VPA and, (3) Enhanced Aftercare VPA.

Procedural Guidance:**Time Limited Voluntary Placement Agreement (TL - VPA)**

This agreement provides a temporary voluntary out-of-home placement for a child whose parent or legal guardian is facing hospitalization, incarceration, rehabilitation, or some other type of brief absence. The parent/legal guardian must explore other safe alternative placements for the child prior to requesting a TL-VPA. The parent/legal guardian must request temporary placement of the child with the LDSS. This VPA cannot exceed 180 calendar days (See attachment–180 day chart). If the LDSS determines the child cannot return to the care of the parent or legal guardian, a CINA petition must be filed **and** court order granted on/or before the 180th day continuing placement and care responsibility to the LDSS. Below are the LDSS caseworkers and DHS/SSA Title IV-E Specialist roles and responsibilities.

Caseworker Responsibilities

1. The parent/guardian enters into a Time-Limited Agreement to voluntarily place the child into foster care (See attachment). To be a valid agreement, the agreement must be signed by at least one parent or legal guardian and the LDSS designee. The agreement must be signed prior or on the day of placement. The Agreement is to be scanned into the database system. See SSA/DHR Policy Directive 04-05 Time Limited VPA.
2. The home of the parent or guardian who signed the VPA is always considered the removal home.
3. Time-Limited VPA grants temporary placement and care responsibility of the child to the LDSS.
4. If the child is required to remain in care beyond the 180th day, and the LDSS determines the child cannot return to the care of the parent or legal guardian a CINA petition must be filed and court order granted on/or before the 180th day continuing placement **and** care responsibility to the LDSS for Title IV-E eligibility to continue. If the required court order is not obtained by the 180th calendar day, the case becomes ineligible as of the 181st calendar day.

5. If the child remains in care, the removal type remains VPA, it is not a new removal.
Do not create a new removal.

Title IV-E Specialist Responsibilities

The voluntary placement eligibility determination is a type of foster care initial determination that is completed in accordance with the initial foster care Title IV-E determination eligibility requirements.

1. Title IV-E eligibility is based on a valid agreement but the child/youth must meet the Title IV-E initial determination eligibility criteria to include: removal, AFDC criteria, placement and care responsibility and placement in a foster care setting for IV-E eligibility. This is completed the same as an Initial Determination for a court ordered removal.
2. The home of the parent or guardian who signed the VPA is always considered the removal home.
3. If it is determined that the child's best interest requires out-of-home placement for longer than 180 calendar days, and the LDSS determines the child cannot return to the care of the parent or legal guardian, A CINA petition must be filed **and** court order granted on/or before the 180th calendar day continuing placement and care responsibility to the LDSS for Title IV-E eligibility to continue. If the required court order is not obtained by the 180th calendar day, the case becomes Title IV-E ineligible as of the 181st calendar day and for the rest of the episode.
4. If the child remains in care, the removal type remains VPA; it is not a new removal. **It is not a new removal episode.** Currently MD CHESSIE requires the Best Interest to Finalize the Permanency to be checked to satisfy the court requirement for Title IV-E Eligibility.
5. Regular annual redeterminations must be conducted for the entire episode. Currently MD CHESSIE will continue to look for best interest language in the court orders. If court order has Reasonable Efforts to Finalize the Permanency Plan (REFPP) both the REFPP box and Voluntary Placement is in the best interest of the child box must be checked.

Child with Disabilities Voluntary Placement Agreement (CD - VPA)

The Child with Disabilities VPA Act was enacted to provide a voluntary out-of-home placement for a child with a documented developmental disability or mental illness in order to provide treatment for the child's disability that they are unable to receive at home. This Act requires that the parent(s) or legal guardian(s) of the child with a documented developmental disability, with treatment needs that the parent(s) or legal guardian(s) is not able to provide at home, be given the opportunity to enter into the VPA with the LDSS. It also requires that a VPA hearing be held prior to the 180th calendar day of placement and at regular 6 month intervals, thereafter. The purpose of the judicial finding is to determine if continuation of the out-of-home placement is in the child's best interest and to qualify the child for Title IV-E reimbursement. This Act also prohibits the LDSS from seeking custody of the child via Child in Need of assistance (CINA) petition based solely on the child's developmental disability or mental illness. Parents will retain full legal custody of the child and authority to make decisions concerning care and treatment. The LDSS receives only placement and care responsibility. At any point parents can revoke the

VPA agreement and the child will return home. Below are the LDSS caseworker and DHS/SSA Title IV-E Specialist roles and responsibilities.

Caseworker Responsibilities

1. Child must have a documented developmental disability or mental illness that requires out-of-home placement. See SSA/DHR Policy Directive 15-22 Child with Disabilities.
2. Social Services Administration must sign off on all Child with Disabilities VPA requests. (See attachment -SSA CD-VPA: DHR/SSA form 296 placement checklist).
3. To be a valid agreement (See attachment-Child with Disabilities VPA agreement) both parents, a parent with sole legal custody, or a legal guardian and the LDSS designee must sign the agreement. If only one parent signs the agreement, there must be documentation verifying efforts to contact/locate the absent parent with explanation why the signature was not obtained. Fully completed Agreement is to be scanned into the database system.
4. The CD-VPA cannot be signed until the child has been accepted and is ready to be placed in an appropriate placement.
5. If it is determined that the child requires out-of-home placement for longer than the 180th calendar days, a judicial finding of best interest must be obtained prior to the 180th calendar day for continued Title IV-E reimbursement. If the judicial finding is not obtained by the 180th calendar day, the case becomes Title IV-E ineligible on the 181st calendar day and for the rest of the episode.
6. If the LDSS request permission of the court to file CINA petition and subsequently the child is changed to CINA, eligibility continues and the removal remains VPA. **It is not a new removal episode; do not create a new removal.**
7. If the child enters care via court ordered removal (shelter care order) and the court directs the LDSS to consider placement of the child under a CD-VPA, and grants shelter pending adjudication, resulting in the CD-VPA, the Title IV-E eligibility continues as a court ordered removal and **is not a new removal episode**. If shelter is denied, the LDSS loses placement and care responsibility. Therefore, the subsequent CD-VPA is a new removal episode and a new Initial Determination must be completed.

Title IV-E Specialist Responsibilities

1. Title IV-E eligibility is based on a valid agreement and child/youth must meet removal, AFDC, placement and care responsibility and foster care placement setting. Forms to be completed include the valid VPA Agreement and the DHS/SSA Child with Disabilities Voluntary Placement Checklist/Approval #296.
2. The home of the parent or guardian who signed the CD-VPA is always considered the removal home.
3. The CD-VPA can be continued after the 180th calendar day if a judicial determination that the child's disability continues to necessitate out-of-home placement and continuation of the voluntary placement is in the best interest of the child. If the court hearing is held on the 181st calendar day or later, the case becomes Title IV-E Ineligible on the 181st calendar day and for the rest of the episode.

4. If the child is changed to CINA, the Title IV-E eligibility continues and the removal remains CD-VPA. **It is not a new removal episode.**
5. Regular annual redeterminations must be conducted for the entire episode. Currently MD CHESSIE will continue to look for best interest language in the court orders. If court order has Reasonable Efforts to Finalize the Permanency Plan (REFPP) both the REFPP box and Voluntary Placement is in the best interest of the child box must be checked.
6. If the child enters care via court ordered removal (shelter care order) and the court directs the LDSS to consider placement of the child under a CD-VPA, and grants shelter pending adjudication, resulting in the CD-VPA, the Title IV-E eligibility continues as a court ordered removal and **is not a new episode**. If shelter is denied, the LDSS loses placement and care responsibility. Therefore, the subsequent CD-VPA is a new removal episode and a new Title IV-E Initial Determination must be completed.

Enhanced Aftercare Voluntary Placement Agreement (EA-VPA)

Provides former Maryland foster youth an opportunity to re-enter foster care through a voluntary placement agreement (See attachment – Enhanced Aftercare Voluntary Placement agreement) after age 18 for the purpose of the youth to continue learning and practicing independent living skills. The goal is for youth to recognize and accept personal responsibility for making the transition into adulthood. Youth must be a former MD Foster Care Child whose commitment was rescinded after age 18 and must not have exited foster care due to adoption, reunification, guardianship, marriage or military duty. Youth must also be between the ages of 18 and 20 years, 6 months at the time of application for enhanced after care voluntary placement services and agree to meet the 18-21 criteria within 30 days of signing the agreement. Below are the LDSS caseworker and DHS/SSA Title IV-E Specialist roles and responsibilities.

Caseworker Responsibilities

1. Title IV-E eligibility is based on a valid agreement and child/youth must meet removal, AFDC criteria, placement and care responsibility and placement criteria.
2. If the EA-VPA referral is correctly entered into the database system by the caseworker it will verify the re-entry eligibility criteria.
3. To be a valid agreement, the agreement must be signed by the youth and LDSS designee from the jurisdiction which the youth exited foster care. The signed Agreement is to be scanned into the database system.
4. Within 30 days of signing the agreement, the youth must meet one of the following 18-21 criteria requirements:
 - Completing secondary education or a program leading to an equivalent credential;
 - Enrolled in an institution, which provides post-secondary or vocational education;
 - Participating in a program or activity designed to promote or remove barriers to employment;
 - Employed for at least 80 hours per month;
 - Incapable of doing any of the above described activities due to a medical condition, which incapability is supported by regularly updated information in the case plan of the youth.

5. Youth may remain in an EA-VPA beyond 180 calendar day if before the 180th calendar day a juvenile court determines that the continuation of the EA-VPA is in the best interest for the youth. The removal will continue as removal by EA-VPA. If court determination is made on the 181st calendar day or later, case becomes Title IV-E Ineligible on the 181st calendar day and for the rest of the episode.
6. The LDSS shall terminate services for the following: (The case becomes ineligible for IV-E as of the date of termination of services)
 - Youth's failure to comply with the service agreement or EA-VPA;
 - Youth turns 21;
 - Youth marries;
 - Youth enters military duty;
 - Youth dies;
 - Youth voluntarily terminates the EA-VPA.

Title IV-E Specialist Responsibilities

1. Title IV-E eligibility is based on a valid agreement and child/youth must meet removal, AFDC criteria, placement and care responsibility and foster care setting.
2. Youth may remain eligible in an EA-VPA beyond 180 calendar days if before the 180th calendar day a juvenile court determines that the continuation of the EA-VPA is in the best interest for the youth. The removal will continue as removal by EA-VPA. If court determination is made on the 181st calendar day or later, case becomes Title IV-E Ineligible on the 181st calendar day and for the rest of the episode.
3. The LDSS shall terminate services for the following: (The case becomes ineligible for Title IV-E as of the date of termination of services)
 - Youth's failure to comply with the service agreement or EA-VPA
 - Youth turns 21
 - Youth marries
 - Youth enters military duty
 - Youth dies
 - Youth voluntarily terminates the EA-VPA
4. Regular annual redeterminations in accordance with the 18-21 year old criteria must be conducted for the entire episode. The Title IV-E Specialist must review each month to verify that the youth is meeting the requirements for 18-21 criteria. If the youth is not meeting the requirements, the case becomes eligible non-reimbursable for every month the criteria is not met.

References

1. Annotated Code of Maryland Family Law §5-525(a)(1)(i) and (iii)
2. COMAR 07.02.11.06 Voluntary Placement
3. Child Welfare Policy Manual October 29, 2015, 8.3A.13 TITLE IV-E, Foster Care Maintenance Payments Program, Eligibility, Voluntary placement agreements
4. Circular Letter 04-05, September 30, 2003, Time Limited VPA
5. DHR/SSA – CW Policy Directive #15-22 March 2, 2015, Children with Disabilities VPA
6. SSA/DHR Ready By 21 Manual
7. Title IV-E Manual, Section II Title IV-E Removal Requirements
8. MD CHESSIE Tip of the Week #56, Oct 23, 2015 Enhanced Aftercare-VPA (EA-VPA)

Attachments

1. Time-Limited Voluntary Placement Agreement
2. Children with Disabilities Voluntary Placement Agreement
3. Enhanced Aftercare Voluntary Placement Agreement
4. 180 day chart
5. Attachment C – DHS/SSA Child with Disabilities Voluntary Placement Checklist/Approval #296
6. MD CHESSIE Tip of the Week #56, Oct 23, 2015 Enhanced Aftercare-VPA (EA-VPA)

**THE STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
TIME-LIMITED
VOLUNTARY PLACEMENT AGREEMENT**

Case Number: _____

I (We) _____, residing at _____,

(address) (City) (State) (Zip Code)
parent(s)/legal guardian of _____,

born on _____, request the Local Department of Social Services to accept care and custody of my (our) child.

I (We) grant permission to the local department to place my (our) child in an Out-of-Home Placement that the local department determines to be appropriate for my (our) child's care until _____ (not to exceed 180 days beyond the initial placement date).
(Specific Date)

I (We) have explored other alternate placements for my (our) child and cannot locate a temporary placement that is safe and capable of meeting the needs of my (our) child.

I (We) understand that if I (we) am/are unable to resume care for my (our) child within 180 days, the local department will seek temporary custody from the court in order to plan for my (our) child.

I (We) understand that I (We) and the local department are expected to work cooperatively towards reuniting with my (our) child and that the local department will offer whatever help is available to enable me (us) to decide what is best for my (our) child. I (We) understand that it is my (our) right and responsibility to plan with the local department towards my (our) child's early return home or to actively participate in making alternate plans so that he or she can have the benefit of another permanent home.

I (We) understand that when I (we) want my (our) child discharged from an Out-of-Home Placement, I (we) will request return of my (our) child by giving written notice to the local department fifteen (15) working days in advance of the desired date of return. The local department must either return my (our) child by that date, or obtain a court order that directs my (our) child to remain in the care of the local department.

RESPONSIBILITIES OF THE DEPARTMENT

I (We) understand that the Department, in accordance with the stated agreement reference above and to the extent that such facilities and services are available:

1. agrees to provide care, supervision, room, board and clothing for my (our) child;

2. agrees to arrange for the provision of medical care, dental care and education for my (our) child when appropriate and to the extent that they are available from other agencies;
3. agrees to inform me (us) of the name, address and telephone number of those caring for my (our) child; unless a special exception is made;
4. agrees to work with me (us) to develop a permanency plan for my (our) child;
5. agrees to assist me (us) with visitation;
6. agrees to keep me (us) informed about my (our) child's progress, development and health (other than routine health care); and
7. agrees to hear and act upon complaints I (we) may have about care and services provided to my (our) child and me (us).

RESPONSIBILITIES OF PARENTS:

As the parent(s)/legal guardian of this child, I (We):

1. agree to cooperate with the representatives of the local department to determine and carry out the best permanency plan for my (our) child.
2. agree to visit and otherwise communicate with my (our) child in accordance with the voluntary placement agreement;
3. agree to keep the local department informed about my (our) plans for my (our) child's future care;
4. agree to provide a 24 hour telephone number that the local department can use to contact me (us) in the even of an emergency;
5. agree to keep the local department informed of my (our) address, telephone number, place of employment, income, health insurance and living arrangements;
6. agree to contribute, if possible, towards the cost of my child's care. This contribution may be determined by the Child Support Enforcement Administration or by a financial agreement that may include benefits paid on behalf of the child; and
7. agree to the administration of any medical immunizations, tests and treatments, including routine dental treatment, that is considered necessary for the well-being of my (our) child.

I (We) have read and understand this agreement which, will be in effect during the time my (our) child is in an Out-of-Home Placement (not to exceed 180 days). I (We) have received a copy of this agreement.

Dated this _____ day of _____ 20_____

(Signature of Parent/Legal Guardian)

(Signature of Parent/Legal Guardian)

(Signature of Local Department Representative)

THE STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILDREN WITH DISABILITIES
VOLUNTARY PLACEMENT AGREEMENT

Case Number _____

I (We) _____, residing

at _____

(ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

Parent(s) or Legal Guardian of _____

born on _____, request the _____ Department

of Social Services to accept for out-of-home placement services _____

(child's name)

hereinafter referred to as my (our) child.

I (We) affirm that my (our) child has a diagnosed developmental disability of _____ and/or mental illness of _____ as defined by the Children with Disabilities - Voluntary Placement Agreements Act of 2007, as amended. This voluntary placement agreement seeks to obtain treatment and/or care related to my (our) child's disability/mental illness that I (we) am (are) unable to provide.

I (We) understand that the local department will not seek custody or guardianship of my (our) child solely because I (we) am (are) financially unable to provide treatment or care for my (our) child who has a developmental disability or mental illness.

I (We) accept that the execution of this agreement shall not abrogate my (our) rights to legal custody of my (our) child.

I (We) am accepting that I (we) am (are) giving the local department responsibility for the placement and care of my (our) child during the duration of this voluntary placement agreement.

I (We) agree to work cooperatively with the local department in the selection of an out-of-home placement for my (our) child.

I (We) grant permission to the local department to identify a placement resource for my (our) child that the local department determines to be suitable. Further, I (We) understand that if no mutually acceptable placement is identified, the local department will have the right to select an out-of-home placement for my (our) child.

I (We) accept that by signing this agreement I (we) am (are) delegating certain rights and responsibilities necessary to continue to provide out-of-home placement for my (our) child under conditions agreed upon by all parties to this agreement.

I (We) understand that it is my (our) right and responsibility to plan with the Department towards my (our) child's return home or to participate actively in making the least restrictive alternate plans.

I (We) acknowledge that my (our) child may only remain in an out-of-home placement under this voluntary placement agreement for more than 180-days if my (our) child's disability necessitates care or treatment in the out-

of-home placement and a juvenile court makes a finding that continuation of the voluntary placement is in the best interests of my (our) child.

I (We) understand that I (we) will have to contribute to the cost of services provided to my(our) child by paying child support, the amount to be determined by the Child Support Enforcement Administration ("CSEA") in accordance with Annotated Code of Maryland Family Law Article §12-201 – §12-204, or, in the event that I (We) do not agree with the amount determined by CSEA to be proper under the statutory Guidelines, CSEA shall file a child support complaint in the circuit court to determine the proper amount after a hearing.

I (We) understand that I (we) must cooperate with the CSEA by providing financial and other information necessary to establish an order for child support that will be enforced through applicable State and federal law.

I (We) understand that I (we) must cooperate with CSEA in efforts to establish paternity and obtain support from a non-custodial parent.

I (We) understand that I (we) have to apply for entitlement benefit(s) such as Supplemental Security Income (SSI) or Social Security Assistance (SSA) benefits for an eligible Child.

I (We) agree to assign any entitlement benefits or child support payments received for this child to the State for services provided to my (our) child.

I (We) understand that I (we) will continue to maintain and be responsible for any medical co-payments already required by my (our) medical coverage.

I (We) understand that the child is entitled to legal representation and that the court will hold either me (us) or the Department financially responsible for payment of services rendered by the child's attorney.

I (We) understand that at this voluntary placement hearing, the court will make the final decision regarding the continuation of the voluntary placement of my (our) child beyond 180 days. Further, I (we) understand that the juvenile court may direct the local department to file a petition that alleges CINA (Child in Need of Assistance), which potentially could lead to an involuntary out-of-home placement.

I (We) understand that when I (we) want my (our) child discharged from an out-of-home placement, I (we) will request that my (our) child be returned by giving written notice to the Department fifteen (15) working days in advance of the desired date of return.

I (We) understand that once a voluntary placement hearing has been held, the local department must request an administrative closing of the case by notifying the court and all counsel. If there are no objections from the court the local department will promptly return my (our) child to my (our) care.

I (We) understand that if the local department opposes a request for return of my child a judicial determination must be sought in order for my child to remain in an out-of-home placement without my consent.

I (We) understand that this voluntary placement agreement does not circumvent the obligation of the local department to investigate and act upon allegations of child maltreatment as prescribed by statute.

I (We) understand that failure to meet my (our) obligations, as the parent/legal guardian, will lead to the termination of this voluntary placement agreement.

I (We) understand that the local department may terminate this agreement by giving written notice 15 working days in advance of the desired date of return, if a voluntary placement hearing has been held the local department will request that the court close the case administratively.

THE PARENT/LEGAL GUARDIAN HAS THE RIGHT:

- To ask the local department in seeking a placement to take into consideration the child's religious affiliation, with the understanding that there are no guarantees;
- To participate in the selection of an out-of-home placement and to make decisions about major changes in the child's life, unless those changes concern matters protected by the child's privacy rights;
- To receive available assistance from the local department to enable the child to return home;
- To be notified of, and to attend, any judicial, administrative, or citizen reviews of the child's voluntary placement;
- To appeal, pursuant to the fair hearing procedure in COMAR 07.02.11.33, if dissatisfied with the services or decisions reached by the local department;
- To have legal counsel, if the need should arise, at own expense;
- To participate in planned therapeutic services and visit or otherwise contact the child as planned for in the treatment plan.

OBLIGATIONS OF THE PARENT/LEGAL GUARDIAN:

1. To participate in the placement process by taking the child and going to preplacement interviews whenever possible, and by providing whatever information is necessary to facilitate the placement.
2. To participate in the development of a concurrent (dual) permanency plan;
3. To participate in the preparation of a service agreement concerning the child's placement and permanency plans that will be reviewed with the caseworker every six (6) months;
4. To maintain contact with the caseworker, including keeping scheduled meetings in order to discuss the child's treatment progress;
5. To develop (in conjunction with the local department and placement provider) and maintain a schedule for visitation that will be part of the service agreement. If visits are canceled, the local department will be given at least twenty-four (24) hours advanced notice.
6. To contact the local department to make arrangements for sibling visits, if appropriate;
7. To provide the local department with the following documents:
 - a. Copies of medical and/or mental health records;
 - b. Signed releases for medical and mental health information;
 - c. Health insurance information, that includes:
 - i. Name of policy holder;
 - ii. Relationship to child;
 - iii. Policy and Group Numbers;
 - iv. Effective date and the insurance card; and
 - d. Signed releases for educational information for the child;
 - e. Parental income information, that includes:
 - i. Name, address and telephone number of employer(s)
 - ii. Income/benefits (pay stubs, workman's compensation, social security, SSI, pension/retirement; union benefits; veteran's pension, unemployment, trust funds, and other assets)
 - f. Child's income information, that includes:
 - i. Pay stubs and/or child support payments;
 - ii. SSI, social security benefits, trust accounts, and other non-earned income.
 - iii. All other assets

- g. Legal (divorce decrees/custody orders, child support orders, etc.) documents
 - h. Child's birth certificate
 - i. Child's social security card
8. To maintain the child's health care coverage or to enroll the child in a health care plan offered by the employer and provide the local department with the insurance card. Payment of co-pays will be the responsibility of the parent(s)/legal guardian.
 9. To be present for scheduled medical appointments that include the administration of certain immunizations, medical tests and treatments, including dental procedures;
 10. To provide a telephone number that will provide the local department emergency contact (24 hours) for cases of medical, mental health and placement emergencies;
 11. To inform the local department in writing within 48 hours of any change of address and telephone number;
 12. To give the local department limited medical/mental health guardianship for use only in instances of emergency situations;
 13. To notify the local department and, where applicable, the court of any changes in address, employment, living arrangements, or other matters that would affect the treatment for the child;
 14. To provide the local department with information on the names, addresses, and phone numbers of the child's maternal and paternal relatives and, if applicable, absent parent information;
 15. To abide by the rules and regulations of the out-of-home placement services;
 16. To complete and sign the child support application before the date of placement and the execution of the placement agreement. In the event that the parent(s)/legal guardian refuses to pay any child support, the local department cannot enter into a voluntary placement agreement. If the parent(s)/legal guardian does not agree with the amount of child support that was determined to be proper by CSEA, the local department may nevertheless exercise its discretion to enter into a voluntary placement agreement, provided that the local department has referred the case to CSEA for the filing of a child support complaint in the circuit court. Once the circuit court has determined the amount that the parent(s)/legal guardian is required to pay, the requirement to pay child support payments shall be effective from the date of placement. If the parent(s)/legal guardian fails at any time to pay the full amount of child support that has been agreed upon or determined to be proper by the circuit court, the voluntary placement agreement may be rescinded and CSEA may pursue all remedies for payment as authorized by Maryland law.
 17. To obtain entitlement benefit(s) such as Supplemental Security Income (SSI) or Social Security Assistance (SSA) for an eligible child. If the parent or legal guardian is the representative payee, the parent(s) or legal guardian agrees to assign benefits or child support payments to the State.
 18. To abide by the determination of the court regarding the child's treatment, placement, and support.

Specific Parent/Legal Guardian Obligations:

THE CHILD HAS THE RIGHT TO:

- Be told why he or she is being placed;
- Be told when he or she will be placed (if appropriate);
- Be placed in the least restrictive environment that meets his/her treatment needs;
- Be offered services, including therapeutic support, that will assist the child in making an adjustment to the out-of-home placement;
- Be given the opportunity to bring photographs, special blankets, or comfort toys to the out-of-home placement, as long as the placement provider agrees that the items can be kept on its premises;
- Be given the opportunity to bring his or her own clothes, shoes, personal items, and hygiene items to the out-of-home placement, as long as the placement provider agrees that the items can be kept on its premises;
- A signed service plan which clearly sets forth the goals, objectives, and time frames by which each service shall be completed;
- Mental health treatment;
- An appropriate, individualized education plan;
- Medical and dental assessments and treatment;
- Maintenance of all family relationships (if appropriate);
- Maintenance of all collateral relationships, including relationships with friends, teachers, clergy, or others (if appropriate);
- Representation by an attorney, if the placement continues after the filing of a voluntary placement petition.

OBLIGATIONS OF THE CHILD:

List obligations for the child only if he or she participates in the development of the voluntary placement agreement and acknowledges these obligations by signature, if possible.

Child participated

Child did not participate

1. _____
_____2. _____
_____**THE DEPARTMENT HAS THE RIGHT TO:**

- Execute a voluntary placement agreement when an out-of-home placement is identified and available for the placement of the child and the parent/legal guardian has verification that the child support application has been completed;
- Determine the most appropriate out-of-home placement for the child based on the treatment recommendations;
- Authorize payments to the out-of-home care provider in accordance with the approved and established rates and in accordance with the provisions with local schools and/or other State agencies;
- Release information about the child and/or other family members as may be reasonably necessary in order to ensure that the child is being provided with appropriate services;
- Terminate the agreement, if the parent/legal guardian fails to abide by the terms of this agreement or the out-of-home placement providers are unable to meet the needs of the child.

OBLIGATIONS OF THE DEPARTMENT:

1. To provide care, supervision, room, board and clothing based on State standard rates;
2. To arrange for the provision of timely medical care, mental health, dental care and education, when appropriate; and, to the extent that these services are available from other agencies, notwithstanding what private health insurance covers;
3. To provide the name, address and telephone number of the placement provider to the parent/legal guardian; unless this presents a danger to the child, parent/legal guardian or provider;
4. To work with the parent/legal guardian in the development of a primary and secondary permanency plan and service agreement;
5. To help the parent/legal guardian establish an appropriate visitation schedule;
6. To keep the parent/legal guardian informed, through the placement provider, about the child's treatment progress, development and health (other than routine health care);
7. To respond to any concerns the parent/legal guardian has about the care and services provided the child; and
8. To prepare the petition for a voluntary placement hearing, when it appears the child will require out-of-home placement beyond 180 days or prepare a CINA petition, if necessary.

I (We) understand that the agreement may only be changed in writing and must be signed by all of the parties who signed the initial agreement.

I (We) understand that this agreement will continue until / / , which is six (6) months from the date noted above, unless (1) it is extended in writing by the parties, or (2) it is terminated sooner by either party giving the other party a written notice of termination.

I (We) have read, or had read to me, initialed each page of the agreement, and understand this voluntary placement agreement, which shall remain in effect during the time my (our) child requires an out-of-home placement

Dated this _____ day of _____ 20__

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

This agreement will be extended for the following reasons.

1. _____

2. _____

Specific Changes to the Parent/Legal Guardian Obligations:

1. _____

2. _____

Extensions: The agreement will be extended until / / , which is not more than 12 months from the date the initial agreement began, which was / /.

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

The agreement will be extended until / / , which is not more than 18 months from the date the initial agreement began, which was / /.

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

Children with Disabilities Voluntary Placement Checklist/Approval

NAME OF CASEHEAD/FAMILY: _____ CASEHEAD/FAMILY ID#: _____ DATE OF REQUEST TO SSA: _____

LOCAL DEPARTMENT AND FAX NUMBER: _____

GUARDIAN/CUSTODIAN

Guardian/Custodian Names	Date Of Birth- Age	Current Address
_____	/ / -	_____
_____	/ / -	_____

Child's Name	Date Of Birth- Age	Current Address
_____	/ / -	_____

CHECKLIST

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Assessment of family's needs completed. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. LDSS demonstrated reasonable efforts were made to prevent placement. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Interagency team provided decision about resources decision in writing. <i>DATE OF MEETING:</i> _____
(The LDSS must also submit the LCT Meeting checklist) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Child requires Out-of-Home placement and the reason for placement is appropriate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Documented child met voluntary placement criteria for Developmental Disabilities and/or Mental Illness. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Child Support Requirement (Respond to only 7A or 7B).
A. Date that the Binding Agreement was signed by parent: _____ OR
B. Child welfare staff was notified by CSEA that parents request a court hearing __ (just check if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Please identify the placement _____ (A placement needs to be identified prior to SSA approving the VPA). |

EXCEPTION: This request is for SSA to authorize the local department of social services to sign a VPA prior to obtaining the placement because Medical Assistance is needed to secure the placement and the above criteria has been met.
Initial Request: _____

Children with Disabilities Voluntary Placement Checklist/Approval

The local department must explain the following in the space below: (1) If the child is currently in a psychiatric facility or in another placement, have the parent(s) been involved in visiting the child and involved in the treatment? Please explain. (2) Please list the specific services that have been provided to prevent placement? (3) When and how long were these services provided to the family? (4) What was the outcome? (5) Why treatment in an out-of-home placement for this child is necessary. A response that solely depends on the treatment provider's recommendation will not be accepted.

SUBMISSION OF THIS SIGNED DOCUMENT TO THE SOCIAL SERVICES ADMINISTRATION (SSA) INDICATES THAT ALL OF THE ABOVE REQUIRED ITEMS FOR VOLUNTARY PLACEMENT ARE COMPLETED

AUTHORIZATION

WORKER Printed Name & Telephone Number:

ADMINISTRATOR'S Printed Name:
(or designee)

Signature:

Date:

Signature:

Date:

Fax (410) 333-6556 Completed Form to Helene Hornum, SSA for Approval

SSA Designee Printed Name:

SSA Approval Signature:

Date:

Maryland Department of Human Resources Enhanced After Care Voluntary Placement Agreement

I, _____ Date of Birth: _____, Age _____, hereby request the Maryland Department of Human Resources (DHR), Local Department of Social Services (hereafter in this document referred to as the Department) to allow me to re-enter the foster care system through an Enhanced After Care Voluntary Placement Agreement. I am voluntarily giving the department authority to be responsible for my placement and care. I confirm the following:

- I was in Maryland DHR foster care on my 18th birthday;
- I left foster care prior to my 21st birthday;
- I am not over the age of 20 years and 6 months.

The Department has discussed with me and I agree to follow all DHR policies and regulations for youth in Enhanced After Care Voluntary Placement Agreement. I understand and agree that I must meet the following eligibility in order to enter into this agreement:

- Completing secondary education or a program leading to an equivalent; or
- Enrolled in an institution which provides post secondary or vocational training; or
- Participating in a program or activity designed to promote or remove barriers to unemployment; or
- Employed at least 80 hours per month; or
- Incapable of doing any of the above described activities due to a medical condition.

I agree that I will work with my caseworker to identify an appropriate placement or living arrangement. I understand that if I enter into a foster care placement, I must follow all rules of the placement provider. I understand that if my caseworker identifies a Semi Independent Living Arrangement (SILA), I must meet the eligibility for this type of living arrangement as outlined in COMAR and policy.

I agree to provide documentation to the department as requested by the department concerning medical and educational information or sign a "Release of Information" to allow the department to access this information.

I agree to work collaboratively with my caseworker on tasks outlined in my Independent Living Service Agreement and Maryland Youth Transitional Plan. This includes meeting with my caseworker at least once monthly at my placement or living arrangement.

I understand that the department must file a petition with the court in order for the court to review my placement within 180 days of the signing of this agreement for me to continue to receive enhanced aftercare services. I also understand that the court will review my placement every 180 days thereafter and may order tasks or services to be completed or provided. I further understand that after the petition is filed, the court must approve the termination of this agreement and close my case. I understand the department can request the court to terminate this agreement if I do not comply with the terms of my Independent Living Service Agreement, join the military or get married. I understand that if I choose to terminate this agreement, I must submit my request in writing to the department and court. I understand that by terminating this agreement, the department no longer has responsibility to provide me a placement or services.

I understand that no out-of-home placement services are available after my 21st birthday.

I have read this agreement and understand services begin upon signing this agreement. I have received a copy of this agreement.

Youth's Signature

Date

Local Department of Social Services Director's Signature

Date

**180-Day Due Date for Best Interests Judicial Determination
Foster Care Placement/Voluntary Placement Agreement Physical Removal**

Placement Date	Due Date	Leap Year	Placement Date	Due Date	Leap Year	Placement Date	Due Date	Placement Date	Due Date	Placement Date	Due Date	Placement Date	Due Date	Placement Date	Due Date	Placement Date	Due Date
1-Jan	30-Jun	29-Jun	1-Feb	31-Jul	30-Jul	1-Mar	28-Aug	1-Apr	28-Sep	1-May	28-Oct	1-Jun	28-Nov				
2-Jan	1-Jul	30-Jun	2-Feb	1-Aug	31-Jul	2-Mar	28-Aug	2-Apr	28-Sep	2-May	28-Oct	2-Jun	28-Nov				
3-Jan	2-Jul	1-Jul	3-Feb	2-Aug	1-Aug	3-Mar	30-Aug	3-Apr	30-Sep	3-May	30-Oct	3-Jun	30-Nov				
4-Jan	3-Jul	2-Jul	4-Feb	3-Aug	2-Aug	4-Mar	31-Aug	4-Apr	1-Oct	4-May	31-Oct	4-Jun	1-Dec				
5-Jan	4-Jul	3-Jul	5-Feb	4-Aug	3-Aug	5-Mar	1-Sep	5-Apr	2-Oct	5-May	1-Nov	5-Jun	2-Dec				
6-Jan	5-Jul	4-Jul	6-Feb	5-Aug	4-Aug	6-Mar	2-Sep	6-Apr	3-Oct	6-May	2-Nov	6-Jun	3-Dec				
7-Jan	6-Jul	5-Jul	7-Feb	6-Aug	5-Aug	7-Mar	3-Sep	7-Apr	4-Oct	7-May	3-Nov	7-Jun	4-Dec				
8-Jan	7-Jul	6-Jul	8-Feb	7-Aug	6-Aug	8-Mar	4-Sep	8-Apr	5-Oct	8-May	4-Nov	8-Jun	5-Dec				
9-Jan	8-Jul	7-Jul	9-Feb	8-Aug	7-Aug	9-Mar	5-Sep	9-Apr	6-Oct	9-May	5-Nov	9-Jun	6-Dec				
10-Jan	9-Jul	8-Jul	10-Feb	9-Aug	8-Aug	10-Mar	6-Sep	10-Apr	7-Oct	10-May	6-Nov	10-Jun	7-Dec				
11-Jan	10-Jul	9-Jul	11-Feb	10-Aug	9-Aug	11-Mar	7-Sep	11-Apr	8-Oct	11-May	7-Nov	11-Jun	8-Dec				
12-Jan	11-Jul	10-Jul	12-Feb	11-Aug	10-Aug	12-Mar	8-Sep	12-Apr	9-Oct	12-May	8-Nov	12-Jun	9-Dec				
13-Jan	12-Jul	11-Jul	13-Feb	12-Aug	11-Aug	13-Mar	9-Sep	13-Apr	10-Oct	13-May	9-Nov	13-Jun	10-Dec				
14-Jan	13-Jul	12-Jul	14-Feb	13-Aug	12-Aug	14-Mar	10-Sep	14-Apr	11-Oct	14-May	10-Nov	14-Jun	11-Dec				
15-Jan	14-Jul	13-Jul	15-Feb	14-Aug	13-Aug	15-Mar	11-Sep	15-Apr	12-Oct	15-May	11-Nov	15-Jun	12-Dec				
16-Jan	15-Jul	14-Jul	16-Feb	15-Aug	14-Aug	16-Mar	12-Sep	16-Apr	13-Oct	16-May	12-Nov	16-Jun	13-Dec				
17-Jan	16-Jul	15-Jul	17-Feb	16-Aug	15-Aug	17-Mar	13-Sep	17-Apr	14-Oct	17-May	13-Nov	17-Jun	14-Dec				
18-Jan	17-Jul	16-Jul	18-Feb	17-Aug	16-Aug	18-Mar	14-Sep	18-Apr	15-Oct	18-May	14-Nov	18-Jun	15-Dec				
19-Jan	18-Jul	17-Jul	19-Feb	18-Aug	17-Aug	19-Mar	15-Sep	19-Apr	16-Oct	19-May	15-Nov	19-Jun	16-Dec				
20-Jan	19-Jul	18-Jul	20-Feb	19-Aug	18-Aug	20-Mar	16-Sep	20-Apr	17-Oct	20-May	16-Nov	20-Jun	17-Dec				
21-Jan	20-Jul	19-Jul	21-Feb	20-Aug	19-Aug	21-Mar	17-Sep	21-Apr	18-Oct	21-May	17-Nov	21-Jun	18-Dec				
22-Jan	21-Jul	20-Jul	22-Feb	21-Aug	20-Aug	22-Mar	18-Sep	22-Apr	19-Oct	22-May	18-Nov	22-Jun	19-Dec				
23-Jan	22-Jul	21-Jul	23-Feb	22-Aug	21-Aug	23-Mar	18-Sep	23-Apr	20-Oct	23-May	19-Nov	23-Jun	20-Dec				
24-Jan	23-Jul	22-Jul	24-Feb	23-Aug	22-Aug	24-Mar	20-Sep	24-Apr	21-Oct	24-May	20-Nov	24-Jun	21-Dec				
25-Jan	24-Jul	23-Jul	25-Feb	24-Aug	23-Aug	25-Mar	21-Sep	25-Apr	22-Oct	25-May	21-Nov	25-Jun	22-Dec				
26-Jan	25-Jul	24-Jul	26-Feb	25-Aug	24-Aug	26-Mar	22-Sep	26-Apr	23-Oct	26-May	22-Nov	26-Jun	23-Dec				
27-Jan	26-Jul	25-Jul	27-Feb	26-Aug	25-Aug	27-Mar	23-Sep	27-Apr	24-Oct	27-May	23-Nov	27-Jun	24-Dec				
28-Jan	27-Jul	26-Jul	28-Feb	27-Aug	26-Aug	28-Mar	24-Sep	28-Apr	25-Oct	28-May	24-Nov	28-Jun	25-Dec				
29-Jan	28-Jul	27-Jul	29-Feb	28-Aug	27-Aug	29-Mar	25-Sep	29-Apr	26-Oct	29-May	25-Nov	29-Jun	26-Dec				
30-Jan	29-Jul	28-Jul	29-Feb	29-Aug	28-Aug	30-Mar	26-Sep	30-Apr	27-Oct	30-May	26-Nov	30-Jun	27-Dec				
31-Jan	30-Jul	29-Jul	29-Feb	31-Aug	31-Aug	31-Mar	27-Sep	31-Apr	31-Oct	31-May	27-Nov						

The 180 days begins on the first day after foster care placement or on the first date after the date the voluntary placement agreement was signed, if child is physically removed. The 180-day due date for the judicial determination is affected by any given leap year between January 1 and February 29 (of that leap year only). Leap years include 1992, 1996, 2000, 2004, 2008, 2012, 2016, 2020, 2024, etc. Use date in "Leap Year" column for these years.

If Voluntary Placement Agreement was signed between September 3 and December 31 of a year, immediately preceding a leap year (1991, 1995, 1999, 2003, 2007, 2011, 2015, 2019, 2023, etc.), use date in "Leap Year" column.



MD CHESSIE TIP OF THE WEEK

Enhanced Aftercare-Voluntary Placement Agreement (EA-VPA)

Have you ever had a client exit care on or after their 18th birthday and return for placement services? Did you know EA-VPA youth should be the only client in their own case, unless the youth has a minor child. The following steps should assist with successfully opening an EA-VPA case.

Ensure the client is eligible for EA-VPA services and have them sign the Voluntary Placement Agreement form.

A Non-CPS referral must be created for the client. Enter the client's basic information. The client will have two Roles in Intake: **Casehead** and **Enhanced Aftercare Recipient** only. The client is still participating as a child.



Save and click the Search hyperlink to allow MD CHESSIE to complete the checks to verify client's eligibility: current age, age at last removal end date, and exit reason from last removal (must not be reunification, adoption, guardianship, marriage or military). The client will appear on the search results. Click Retain and Select, then click the OK button. Once you are returned to the Demo screen, click the box for Screen Complete. Complete the Narrative tab.



On the Non-CPS tab, the Type of Non-CPS Referral is Independent Living Aftercare VPA. The Type of Service Requested is Enhanced Aftercare VPA. Send for approval.



SUPERVISORS: Approve the Non-CPS referral and **Open a New Service Case**. EA-VPA clients are NOT connected to their previous bio case or any case with other clients (except their baby or minor child). If the client had a previous case (**not adoption or adoption planning**) where they were their own casehead AND the only client in that case, you may connect to that case, otherwise open a new case. Assign to a case worker.



The Program Assignment for the EA-VPA client in the new case is Auxiliary Services-Enhanced Aftercare Recipient.

The Legal Custody must be entered as Voluntary Placement Agreement-Enhanced Aftercare. The start date is the date the agreement was signed.

Once the client has agreed to the EA-VPA terms and has signed the EA-VPA form, enter the removal in MD CHESSIE. The removal type is Enhanced Aftercare Voluntary Placement. **DO NOT USE THIS REMOVAL TYPE UNLESS ALL THE ABOVE STEPS ARE COMPLETED.** Never select this removal type in the biological parents' case. Once this removal type is selected, the Child Removed From, Primary and Secondary Caregiver fields become disabled.

On the Reasonable Efforts and Factors screen, enter the begin date of the EA-VPA, the date the youth actually signed the agreement, and the date the agency representative signed the agreement. Select the child factors at entry and reasonable efforts.



Once the removal is saved, a checklist will appear. Click OK and select Create a Placement for the Client to enter the Placement.

If the client continues to need a placement more than 180 days, a petition must be filed to request a court hearing to review the placement.

It is crucial the above steps are followed for IV-E Eligibility purposes.