



## **VOLUNTARY EXTENDED FOSTER CARE AGREEMENT AND FINANCIAL AGREEMENT**

**Purpose:** Use this form to document a youth's or young adult's agreement to:

- participate in DFPS extended foster care after turning age 18;
- meet the eligibility requirements and the other terms of the agreement; and
- give DFPS continuing responsibility for the youth's or young adult's placement and foster care.

**Directions:** Review this form with the youth or young adult. Explain its purpose and answer questions. Ask the youth or young adult to initial and sign the form. Sign it yourself and ask your supervisor to sign it. After completing this form, give a signed copy to the youth or young adult, the caregiver, and the eligibility worker. File the original form in the case record.



PART I

I, \_\_\_\_\_, Birth Date: \_\_\_\_\_, Age: \_\_\_\_\_, hereby request that the Department of Family and Protective Services (DFPS) continue taking responsibility for my placement and care through extended foster care services beyond my 18th birthday. I agree to participate as required by DFPS policy in one of the activities described below. I understand that if I do not participate, I am no longer eligible to remain in extended foster care, and I must immediately leave the DFPS placement.

I agree to do the following:

1. Attend high school or a program leading to a high school diploma or General Equivalence Diploma (GED).
2. Attend an institution of higher education or a postsecondary vocational or technical program. The number of hours that I am enrolled must be consistent with my transition plan, and I must attend a minimum of six hours per semester.
3. Participate in a program or activity that promotes or removes barriers to employment. My participation must total a minimum of 15 hours per week and must be consistent with my transition plan.
4. Be employed at least 80 hours per month.

Or, I

5. Have a documented medical condition that prevents me from participating in the activities described in numbers 1 through 4.

I agree that I will immediately inform my caseworker if there is a change in my participation in an educational program, in my employment status, or in my medical condition, or if I am no longer participating in any of the above activities. I understand that if I need to change from one qualifying activity to another that I have only 30 days to do so. I understand that, within those 30 days, I must provide my caseworker with the documentation specified in policy that qualifies me for the Extended Foster Care program.

I agree that I am responsible for maintaining documentation on whatever activity qualifies me for the Extended Foster Care program and that, upon request, I will provide my caseworker or caregiver with the documentation to verify my attendance and participation. Examples of acceptable documentation include pay stubs, letters from employers or program staff, a current semester's class schedule showing the number of hours enrolled, school report cards, proof of program enrollment, and current medical records.

If I receive monthly benefits, such as Supplemental Security Income (SSI) or Retirement, Survivors, and Disability Insurance (RSDI), I agree to allow the Social Security Administration (SSA) or other issuing entity to name DFPS as my representative payee so that DFPS may use my benefits to pay for my foster care. If the SSA or other issuing entity names me as the payee, I agree to turn over my benefits to DFPS so that DFPS may use them to pay for my foster care. See Financial Agreement below.

I agree to inform my caseworker if I apply for or receive other sources of funds from DFPS, such as receiving a PAL transitional living allowance, PAL aftercare room and board, or an education and training voucher. I acknowledge that I cannot receive PAL aftercare room and board and extended foster care assistance for the same time period.



**PART II**

\_\_ I understand that it is my responsibility to inform DFPS immediately if there is any change that would make me ineligible for extended foster care, such as a change in my enrollment status, my graduation or completion date for school or training, or the loss of a job.

\_\_ I understand that I can only remain in extended foster care through the month of my 21st birthday, unless I am enrolled in a high school or GED program, in which case I can remain until my 22<sup>nd</sup> birthday.

\_\_ I understand that, because I am a young adult age 18 or above, DFPS has no legal or financial responsibility if I am charged with a crime, or I am found liable for money damages.

\_\_ I understand that if any Supplement Security Income (SSI), Retirement Survivors, and Disability Insurance (RSDI), or other monthly benefit designated for my maintenance is not used to pay for my foster care, this agreement will terminate and I must leave the DFPS placement.

\_\_ I understand that DFPS may report information about me, such as my name and birthdate, to the Texas Education Agency or other agency or organization for data collection or research purposes. I understand that the information will not be further shared without my consent.

\_\_ The eligibility requirements for this program are stated above and the Extended Foster Care Rights and Responsibilities are stated below. I understand that if at any time I do not or cannot comply with the eligibility requirements for this program, DFPS will terminate this agreement and I will no longer be eligible for the Extended Foster Care program.

**PART III**

**A. My Healthcare**

I have the choice to allow another person to help me as I make healthcare decisions. I am under no obligation to agree to the involvement of any other person in my healthcare decisions. If I do not choose to allow any other person to have access to my information or to my healthcare providers, I know that this has no effect on my eligibility for extended foster care. I agree that DFPS may help facilitate my healthcare by doing as follows:

- 1) Accessing my Health Passport Record  Yes  No
- 2) Talking to my STAR Health provider or my other healthcare providers  Yes  No

I agree that my foster care provider may help facilitate my healthcare by:

- 1) Accessing my Health Passport record  Yes  No
- 2) Talking to my STAR Health provider or my other healthcare providers  Yes  No

**B. My Education**

I give permission for my foster care provider or DFPS caseworker to access my education records and talk with the school if doing so is necessary to address my needs while I am in care.  Yes  No

**PART IV**

\_\_ I understand that I have the right to request a meeting with my caseworker, his or her supervisor, or both, to discuss or review this agreement, as needed.

\_\_ I understand that this is a voluntary agreement, and I may terminate this agreement at any time. If I choose to terminate the agreement, I will no longer be eligible for a foster care placement.



### RIGHTS AND RESPONSIBILITY

\_\_\_ I understand that as a young adult in Extended Foster Care, I have the right to:

- Sign forms, plans and agreements authorizing services for your care.
- Approve the release of your personal, identifying information to obtain services, including placements.
- Live in a safe, healthy, and comfortable home where you are treated with respect.
- Be free from physical, sexual or mental abuse by anyone.
- Be given adequate and healthy food, adequate clothing, and receive medical and dental care.
- Have a placement as long as you remain eligible under the Voluntary Extended Foster Care Agreement.
- Keep your own money and have a bank account. If receiving SSI the asset limit is \$2,000.00.
- Make and receive confidential phone calls and send and receive unopened mail.
- Visit and have contact with your family, including your brothers and sisters.
- Contact your caseworker at any time.
- Contact your attorney ad litem or guardian ad litem, if the court has appointed one for you, at any time and receive their assistance as needed.
- Attend school, social and religious services/activities of your choice (as coordinated with your placement and caseworker).
- Complain to the DFPS Consumer Affairs Office at 1/800-720-7777 if you feel any of your rights have been violated or ignored, and to be free from threats or punishment for making complaints.
- Work at least 20 hours a week, if desired.

\_\_\_ I understand that I also have a responsibility to:

- Abide by the requirements of the Voluntary Extended Foster Care Agreement.
- Work with your caseworker to develop a case plan.
- Work with your caseworker and care provider to follow through with your case plan and follow the placement rules responsibly.
- Work cooperatively with your caseworker and care provider to make sure that your needs and case plan issues are addressed.
- Remain enrolled in school/PAL/Vocational program as specified in your Voluntary Extended Foster Care Agreement.
- Attend any required Preparation for Adult Living (PAL) classes or activities.
- Cooperate with DFPS staff requests as to the amount of assets you have when determinations for federal public benefits are being made, such as Medicaid eligibility for non-IV-E or non-SSI adults in extended care.
- Follow CPS grievance procedures when you have a complaint about the way you are treated.
- See your caseworker at least once a month.  Yes  No



| SIGNATURES   |              |
|--|--------------|
| Youth or Young Adult:<br><br><b>X</b>  | Date Signed: |
| Legal Guardian (if needed), or other individual with the legal capacity to sign on behalf of the youth or young adult:<br><br><b>X</b><br><br>Name, Title, and Role: | Date Signed: |
| DFPS Caseworker:<br><br><b>X</b>   | Date Signed: |
| DFPS Supervisor:<br><br><b>X</b>   | Date Signed: |

| PARENT OR GUARDIAN INFORMATION   |
|--|
| <p>The financial agreement is signed only by a young adult who receives RSDI or SSI benefits. The young adult signs the agreement only <b>after</b> his or her 18<sup>th</sup> birthday.</p>   |
| <p><b>Supplemental Security Income (SSI), Retirement, Survivors, and Disability Insurance (RSDI), and Other</b></p> <p><b>Monthly Benefits</b></p> <p>I agree that any monthly benefits that I receive, such as Supplemental Security Income (SSI) and Retirement, Survivors, and Disability Insurance (RSDI), will be used by the Department of Family and Protective Services (DFPS) to pay for the cost of my foster care as long as I remain in the voluntary Extended Foster Care program (or in an extended foster care placement for youth in DADS guardianship). I agree to allow the Social Security Administration or the issuing entity to name DFPS as my representative payee to receive any SSI, RSDI, or the other monthly benefits to which I am entitled. If the Social Security Administration or other entity names me as the payee, rather than naming DFPS, I agree to endorse the checks that I receive, thereby turning over my SSI, RSDI, or other monthly benefits to DFPS so that DFPS may use the money to pay for my foster care.</p> <p>If my monthly benefit exceeds the cost of my foster care, the excess money belongs to me. My caseworker and I will determine how the excess money will be reimbursed; that is, either by issuing a check to me for the difference, or holding the money in a children's income account (CIA) and drawing interest. To receive the funds, I understand that I need to contact my caseworker and that my caseworker will contact the accountant.</p> <p>If I choose not to sign this financial agreement, and I do not sign over my monthly benefits to DFPS, I acknowledge that my eligibility for foster care will end, I will no longer be eligible for the voluntary Extended Foster Care program, and I must leave the DFPS placement.</p> |



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|--|--------------|
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| Legal Guardian (if needed), or other individual with the legal capacity to sign on behalf of the youth or young adult:<br><br><b>X</b><br><br>Name, Title, and Role: | Date Signed: |
| DFPS Caseworker:<br><br><b>X</b>   | Date Signed: |
| DFPS Supervisor:<br><br><b>X</b>   | Date Signed: |