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|  | **OREGON YOUTH AUTHORITY**  **FOSTER HOME AGREEMENT** | State of Oregon  OREGON YOUTH AUTHORITY |

This agreement between the Oregon Youth Authority (hereinafter referred to as OYA) and foster parents

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when attached to the OYA Foster Home Certificate of Approval establishes the terms under which youth may be placed with the foster parents. OYA has certified that the foster home meets applicable Oregon Administrative Rules and enters into this agreement in anticipation of requiring the foster parents' services. However, it is understood that signing of this agreement does not guarantee placement of youth in this home.

**1.** The term of this agreement shall begin      , 20   , and shall be effective for the duration of the foster home provisional and/or regular Certificate of Approval unless terminated early in accordance with item 4.d. below. Termination or revocation of the OYA Foster Home Certificate at any time shall automatically terminate this agreement. Agreements are to be reviewed and signed on an annual basis at the time of re-certification.

**2.** **OYA Shall:**

1. Prior to placement, provide foster parents with information on the background of the youth, which may include:

* updated case plan or most recent county reformation plan/history and background information;
* OYA RNA and “PROFESOR” assessments (if applicable);
* current service planning information from residential program (if applicable); and
* most recent mental health assessment, psychological evaluation, and any relevant treatment history information (if applicable).

1. Involve foster parents in Multi-Disciplinary Team (MDT) Meetings.
2. In cooperation with foster parents, arrange for regular visits by approved contacts, if applicable.
3. Provide resources to meet initial clothing needs of the youth with resources available and in accordance with OYA policy.
4. Provide medical card and record of immunizations (when available) and arrange with foster parents for medical examination within 30 days.
5. Contact the youth and foster parents as required in OYA Policy.
6. Notify the foster parents immediately when there is a change of Juvenile Parole/Probation Officer (JPPO) and provide the name of the new JPPO. The new JPPO will contact the foster parents within 30 days of receipt of the case.
7. Reimburse foster parents monthly, or more often in accordance with established OYA procedures, for foster care provided to named youth(s) at the current approved rate of       (subject to contract rate change). Invoice billing is required.
8. Reimburse foster parents for the day the youth enters the home but not pay for the day the youth leaves the home.
9. Recover any overpayments made by deducting over amounts from future payments and/or billings.

**3. Foster Parents Shall:**

1. Maintain and operate a foster home which is safe for youth and the community.
2. Promote emotional growth, positive self-esteem, and accountability in the youth by providing clear expectations, age appropriate limits and consequences for behavior. Teach by positive example. Avoid all forms of physical discipline in accordance with OYA's Policy and Oregon Administrative Rule. No youth or any other person(s) in a foster home will be subjected to physical abuse, sexual abuse, sexual exploitation, neglect, emotional abuse, mental injury, or threats of harm
3. Be available for youth placement and services as agreed upon with OYA.
4. Utilize payments made by OYA to care for the youth, including, but not limited to, housing, clothing, food, recreational activities, and transportation.
5. Provide youth a minimum of ten dollars per week for allowance. If a youth has not earned the allowance for the week due to behavioral issues, foster parents shall set the allowance aside until the JPPO and foster parent agree the youth can access it.
6. Compensate youth for jobs (additional work the youth and foster parent mutually agree on outside of chores) at the current federal minimum wage. The foster parent and youth shall determine up front what a reasonable amount of time the job will take to complete. Jobs are to be safe, reasonable, and not assigned as “punishment”. Forced physical labor is not permitted.
7. Cooperate with OYA in carrying out the case plan and parole/probation agreement. Participate in the MDT.
8. Cooperate with visiting arrangements between the youth and their approved contacts, if applicable.
9. Maintain information relating to youth, including but not limited to, information relating to a youth’s health, education, and placement progress except when authorized by OYA, in accordance with Oregon Administrative Rules and policy.
10. Notify OYA immediately of any arrest, conviction or dismissal of any charges made against any member of the household.
11. Notify OYA at least ten business days prior to the date desired for a youth's removal from the foster home.
12. Maintain youth records and logs as required by Oregon Administrative Rule and OYA policy.
13. Obtain approval for all non-emergency major medical treatment.
14. Respect and nurture the youth's connection with their support network, community, culture, and religious activities.
15. Immediately notify OYA of any unauthorized absence of the youth.
16. Obtain approval from OYA prior to taking the youth out of state.
17. Notify OYA immediately of changes likely to impact the life and circumstances of the foster family and/or youth as outlined in Oregon Administrative Rule.
18. As a mandatory reporter, notify the Oregon Department of Human Services or law enforcement of any alleged or suspected abuse of which they have knowledge regarding any youth in accordance with ORS 419B.005 – 419B.050.
19. Notify OYA in advance of any planned absence of the foster parents from the home for overnight or longer.
20. Assist the youth with transitioning out of the foster home and send the youth’s belongings and personal records with the youth.
21. Notify OYA of any payment discrepancies and reimburse OYA for any excessive payments received.
22. Accept no youth for foster care placement except as agreed upon with the OYA Foster Care Certifier.
23. All respite care must be OYA approved.
24. Agree to comply with all applicable federal, state, and local laws, Oregon Revised Statutes, Oregon Administrative Rules and OYA procedures and protocols.
25. Complete training required by OYA including but not limited to, mandatory child abuse reporting and suicide prevention. Foster Parents must have a current First Aid/CPR certification.

**4. OYA and Foster Parents Mutually Agree:**

1. That a youth will be placed in this home only when foster parents and OYA agree it is in the best interest of the youth and the community.
2. That a youth may be removed from the home upon 10 business days' notice in writing by the foster parent. A youth may be immediately removed if there is an imminent safety or health issue.
3. Reimbursement shall be the sole monetary obligation of OYA. This agreement does not make foster parents employees of OYA or eligible for any state employee benefits.
4. If OYA fails to provide services or information in accordance with this agreement, foster parents may contact the OYA Foster Care Program Manager and request a grievance review.
5. This agreement may be terminated by mutual consent of both parties, or by either party at any time upon 10 business days' notice in writing. Either party may terminate the agreement immediately upon relocating the foster youth(s) if circumstances beyond their control make continuation of the agreement impracticable. If the foster parents fail to provide care and services in accordance with this agreement, OYA reserves the right to terminate the agreement and stop payment immediately. Termination of the Oregon Youth Authority Foster Care Certificate for any reason shall terminate this agreement.

**Agreed: Foster Parents' Signatures Agreed: OYA Signatures**

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| **X** |  |  |  | **X** |  |  |
| Foster Parent |  | Date |  | OYA Foster Care Certifier |  | Date |
| **X** |  |  |  | **X** |  |  |
| Foster Parent |  | Date |  | OYA Foster Care Program Manager |  | Date |