



BRITISH  
COLUMBIA

Ministry Contract No. \_\_\_\_\_

**CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA**, represented by the **Minister of Children and Family  
Development**

(the "Province")

AND:

\_\_\_\_\_  
(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

- (a) "**Audit and Evaluation Protocol**" means the audit and evaluation protocol issued by the Province in August 1998 to govern the conduct of audits and service evaluations under "Continuing Agreements", as that protocol may be changed from time to time in accordance with section 9.06;
- (b) "**Authorized Person**" means a signatory to this Agreement or a person who has assumed the duties of that person or, in the case of the Province, a person designated in section 15.13.
- (c) "**Component Schedule**" means a schedule signed by the parties and attached to this Agreement, which describes:
  - (i) certain Component Services to be provided by the Contractor during the Term;
  - (ii) the fees and any expenses to be paid by the Province to the Contractor for providing those Component Services; and
  - (iii) certain other things contemplated by this Agreement;

including any modifications to it made by the parties in accordance with section 15.02;

- (d) **"Component Services"** means those services set out in a particular Component Schedule;
- (e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) **"Contractor's Documents"** means
- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
  - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
  - (iii) any documents specified as "Contractor's Documents" in a Component Schedule
- whether complete or not;
- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
  - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;
- (k) **"Material Change"** means significant differences in the Services from that specified in the Component Schedule or Schedules as may be agreed upon by the parties or, failing such agreement, as resolved by the parties through the Conflict Resolution Protocol;
- (l) **"Personal Information"** means recorded information about an identifiable individual, including
  - (i) the individual's name, address or telephone number;
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;
  - (iii) the individual's age, sex, sexual orientation, marital status or family status;
  - (iv) an identifying number, symbol or other particular assigned to the individual;
  - (v) the individual's fingerprints, blood type or inheritable characteristics;
  - (vi) information about the individual's health care history, including a physical or mental disability;
  - (vii) information about the individual's educational, financial, criminal or employment history; anyone else's opinions about the individual, and
  - (viii) the individual's personal views or opinions, except if they are about someone else.
- (m) **"Program Standards"** means any provincial standards relating to performance of particular Services as may be created and changed by the Province from time to time in accordance with section 4.02.
- (n) **"Province's Documents"** means:
  - (i) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents,
  - (ii) any documents specified as "Province's Documents" in a Component Schedule,

whether complete or not;
- (o) **"Services"** means all Component Services as specified in one or more Component Schedules;
- (p) **"Subcontractor"** means an approved subcontractor retained by the Contractor to perform any Services, and who has been approved by the Province by prior written consent;
- (q) **"Term"** means the term of this Agreement described in section 2.01.

1.02 If defined in a Schedule to this Agreement, words or phrases will, unless otherwise specified in that definition, have the same meaning throughout this Agreement.

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on \_\_\_\_\_ and ends on \_\_\_\_\_. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

- 3.01 The Contractor must provide the Services in accordance with the provisions of this Agreement. Despite the preceding, Services are only required to be provided during the period or periods specified in the Component Schedule or Schedules applicable to this Agreement.
- 3.02 Unless the parties otherwise arrange, the Contractor must supply and pay for all labour, materials, facilities and approvals necessary or advisable to provide the Services.
- 3.03 The Province may from time to time give reasonable instructions to the Contractor (in writing or otherwise) as to the performance of the Services to provide for a prompt response to health and safety concerns, unexpected occurrences or matters of an urgent nature that are within the scope and budget of the Services. The Contractor must comply with those instructions but may itself determine the manner in which the instructions are carried out. Instructions issued under this provision may only be given by an Authorized Person. Instructions that result in Material Change to the Services will require renegotiation of the Component Schedule.
- 3.04 If the Province gives verbal instructions to the Contractor under this Agreement, the Province must, as soon as it is practical to do so, confirm those instructions in writing. Instructions given under this section must be within the scope and budget of the Services. The obligation of the Province under this section to confirm its verbal instructions in writing does not in any way relieve the Contractor from its obligation to immediately comply with verbal instructions given by the Province in accordance with this Agreement.
- 3.05 If a Material Change to the Services is contemplated by the parties, the parties may renegotiate the applicable Component Schedule or Schedules.
- 3.06 The Contractor must, upon the reasonable request of the Province, fully inform the Province of all work the Contractor does in connection with providing the Services. If undischarged during the Term, the Contractor's obligation under this section will continue in force after this Agreement ends.

## **4.0 STANDARDS**

- 4.01 The Contractor must, subject to section 4.04, comply with any Program Standards applicable to the Component Services as specified in the Component Schedule(s). The Province is obliged, upon request of the Contractor, to provide access to the Contractor to any applicable Program Standards.



- 4.02 If the Province determines to create new Program Standards or introduce changes to an existing Program Standard, the Province will follow the Implementation Protocol:
- (a) including consultation with the stakeholder groups to be affected, including the Contractor's representative at the provincial federation or association level and client groups, and
  - (b) considering labour relations agreements, professional licensing requirements, available resources and client needs.
- 4.03 The Province must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in Material Change to the Services will require renegotiation of the Component Schedule(s) relating to the Services affected.
- 4.04 A schedule for implementation included in a notice given by the Province under section 4.03 must specify a reasonable time for the Contractor to comply.
- 4.05 The Program Standards are part of this Agreement even though not attached to it.

## **5.0 PAYMENT**

- 5.01 The Province must pay the Contractor for the provision of the Services those fees and any expenses described in the Component Schedules. The Province is not obliged to pay the Contractor for the provision of Component Services more than the amounts specified in the corresponding Component Schedule.
- 5.02 The parties must comply with the payment provisions set out in all Component Schedules.
- 5.03 The Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 The Province certifies to the Contractor that the Services purchased by the Province under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax.

## **6.0 COMPONENT SCHEDULES**

- 6.01 Component Schedules may from time to time be entered into by the parties under this Agreement. Those schedules and any modifications to them may be signed by the parties in counterparts and delivered by fax.

- 6.02 If, during the Term, the parties have not entered into a new Component Schedule for particular Component Services by the time the previous Component Schedule relating to those services expires, then unless otherwise agreed by the parties, the previous Component Schedule will continue in effect and be considered to contain any changes in points of detail such as dates and with amounts prorated as are necessary for it to make sense in relation to its continued application under this section.
- 6.03 The Component Schedules are part of this Agreement even though not attached to it.
- 6.04 Nothing in this Agreement obliges either party to enter into a particular or any Component Schedule.

## **7.0 REPORTS AND RECORDS**

- 7.01 The Contractor must collect information and produce and deliver to the Province statements and other reports in accordance with the Component Schedules.
- 7.02 The Contractor must create and maintain accounting and administrative records for the Services as contemplated under sections 9.01, 9.02, and 9.04 of this Agreement.
- 7.03 Subject to applicable law (including the *Freedom of Information and Protection of Privacy Act*), the Province must give the Contractor access to the Province's Documents, including the right to copy them, after their delivery to the Province under section 8.02.
- 7.04 The Contractor will ensure that the Documents are dealt with by the Contractor in accordance with the provisions of the Component Schedule as specified.
- 7.05 Upon the Province's request, the Contractor must provide to the Province or an employers' association designated by the Province statistical information in a form satisfactory to the Province respecting compensation paid to employees of the Contractor.
- 7.06 If not fully discharged, to the satisfaction of the party to whom the obligation is owed, before this Agreement ends, each obligation in section 7.0 will continue in force after this Agreement ends.

## **8.0 OWNERSHIP**

- 8.01 The Contractor acknowledges and agrees that the Province exclusively owns:
- (a) the Province's Documents, including copyright therein;
  - (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the property provided is to be owned by the Contractor or Subcontractor, as applicable; and
  - (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in a Component Schedule that the property is to be owned by the Province.

This section continues in force after this Agreement ends.

- 8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.
- 8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.
- 8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

## **9.0 AUDIT AND SERVICE EVALUATION**

- 9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:
- (a) under \$50,000, no financial reporting is required for that fiscal year;
  - (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
  - (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
  - (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.
- If undischarged during the Term, the Contractor's obligations under this section will continue in force after this Agreement ends.
- 9.02 If a Material Change to any of the Component Services has occurred, the Contractor may be required, at the Province's request, to prepare a financial statement(s) relating to the Component Schedule(s) for those Component Services affected by such change.
- 9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

- 9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.
- 9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.
- 9.06 The Province must:
- (a) give the Contractor written notice of any proposed change to the Audit and Evaluation Protocol; and
  - (b) prior to making any change to the Audit and Evaluation Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol.
- 9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

## **10.0 INSURANCE AND INDEMNITY**

- 10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.
- 10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

- 11.01 The Contractor must not subcontract any Component Services other than to persons or an identified class of persons or legal entities specified as Subcontractors in the applicable Component Schedule. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure



that any Subcontractor fully complies with this Agreement in performing the subcontracted Services.

- 11.02 The Contractor must not, either during or after the Term, provide any services to any person in circumstances which could reasonably give rise to a conflict of interest between the duties of the Contractor to that person and the duties of the Contractor to the Province under this Agreement.
- 11.03 The parties must not do anything that would result in personnel the Contractor hires being considered the employees of the Province.
- 11.04 The Contractor must not commit or purport to commit the Province to pay any money except as authorized by this Agreement.
- 11.05 The Contractor must not assign any of its rights under this Agreement without the prior written consent of the Province.

## **12.0 ENDING OF AGREEMENT**

12.01 This Agreement will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party \_\_\_\_\_ days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.

12.03 A Component Schedule will end upon any of the following events:

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
    - (i) the Province's Documents, and
    - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
  - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

### **13.0 CONFLICT RESOLUTION**

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

#### **14.0 NOTICES**

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

#### **15.0 MISCELLANEOUS**

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by \_\_\_\_\_ and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

## **16.0 INTERPRETATION**

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.



16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Ministry of Children and Family  
Development on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

## **Attachment 3**

### **Residential Child Care Resource -**

### **Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

#### **Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

#### **Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**A DIRECTOR DESIGNATED UNDER SECTION 91 OF THE CHILD,  
FAMILY AND COMMUNITY SERVICE ACT**

(the "**Director**")

**AND:**

\_\_\_\_\_  
(the "**Caregiver(s)**")

The Director and the Caregiver(s) agree as follows:

**DEFINITIONS**

1.01 In this agreement:

- (a) "**Caregiver's Documents**" means
  - (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Caregiver(s) or any Subcontractor as a result of this agreement, and
  - (ii) any published or unpublished materials including without limitation, all books, articles, screenplays or software written or otherwise created directly or indirectly by the Caregiver(s) which materials incorporate or are centered on the experiences of the Caregiver(s) in respect of the Caregiver's Services, provided that the Director's Documents are not published.
  - (iii) The Caregiver(s) shall at all times comply with section 8.03 if the Caregiver(s) publishes any material described in section 1.01(a)(ii).
  - (iv) any documents specified as "Caregiver's Documents" in a Service Schedule whether complete or not;
- (b) "**Documents**" means the Caregiver's Documents and the Director's Documents;

- (c) **"Director's Documents"** means all documents, other than Caregiver's Documents, produced or received by the Caregiver(s) or any Subcontractor as a result of this agreement including findings, software, data, specifications, drawings, case files, reports and documents, whether complete or not;
- (d) **"Schedule"** means:
  - (i) Schedule A is the "Service Schedule" attached to this Agreement;
  - (ii) Schedule B is the "Payment Schedule" attached to this Agreement;
  - (iii) Schedule C is the "Insurance Schedule" attached to this Agreement;
  - (iv) Schedule D is the "Obligations of the Caregiver(s)" attached to this Agreement;
  - (v) Schedule E is the "Obligations of the Director" attached to this Agreement;
- (e) **"Caregiver Services"** means those services described in the applicable Services Schedule;
- (f) **"Plan of Care"** means a comprehensive plan of care for a particular child developed and authorized by the Director, following consultation with the Caregiver(s), which includes the child's name, gender and date of birth, and addresses the current status of the child's physical and emotional state and level of development, the child's family and social relationships, including visits and contact with parents and family members, the child's educational requirements, the child's health and health care, the child's cultural heritage, social, recreational, and religious activities, the child's views regarding the Plan of Care. Additionally, the Plan of Care must describe the child's needs and what services will be provided to meet those needs.
- (g) **"Subcontractor"** means a subcontractor retained by the Caregiver(s) to perform any of the Caregiver Services, but does not include persons hired by the Caregiver(s) to transport the child to and from the Caregiver's residence, other foster parents temporarily fulfilling the Caregiver's responsibilities, baby sitters or homemakers.
- (h) **"Term"** means the term of this agreement described in section 2.01.

## TERM

2.01 Regardless of the date of execution or delivery of this agreement, the term of this agreement starts on the \_\_\_\_\_ and ends on the \_\_\_\_\_.



## **SERVICES**

- 3.01 The Caregiver(s) must provide the Services in accordance with the provisions of this agreement.
- 3.02 Unless the parties otherwise arrange, the Caregiver(s) must supply and, as described in the Services Schedule, pay the costs associated with providing the Caregiver Services.
- 3.03 The Director may from time to time, in writing or verbally give reasonable instructions to the Caregiver(s) as to the performance of the Services. The Caregiver(s) must comply with those instructions but may, if circumstances permit, determine the manner in which the instructions are carried out.
- 3.04 In cases of emergency verbal instructions given by the Director shall be complied with immediately by the Caregiver and confirmed in writing within a reasonable period by the Director. In non-emergency circumstances, if verbal instructions are considered by the Caregiver not to be in the best interest of the child, the Caregiver shall verbally so advise the Director. In these circumstances, the verbal instruction will not take effect until such time as the Director has confirmed the instruction in writing.
- 3.05 The Caregiver(s) must, upon the reasonable request of the Director, fully inform to the best of the Caregiver(s)' knowledge and belief, the Director of the work the Caregiver(s) did in connection with providing the Services. If this information has not been communicated to the director during the Term, the Caregiver(s)' obligations under this section will continue in force after this agreement ends.

## **PAYMENT**

- 4.01 The Director must provide funding to the Caregiver(s) for the provision of the Caregiver(s) Services in the amounts set out in the Payment Schedule. The Director may agree to provide additional funding for a specific child as contemplated by the Payment Schedule.
- 4.02 The Caregiver(s) must provide an invoice and if requested to do so, receipts in relation to payments other than the regular payments described in the Payment Schedule.
- 4.03 The payment of money under this agreement is subject to the Financial Administration Act, which makes any payment subject to an appropriation being available in the fiscal year of the Director during which payment becomes due.
- 4.04 Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
- 4.05 The Director certifies to the Caregiver(s) that the Services purchased by the Director under this agreement are being purchased by the Director with Crown funds and are therefore not subject to the Goods and Services Tax.

## REPORTS AND RECORDS

- 5.01 The Caregiver(s) must produce and deliver to the Director statements and other reports in accordance with the applicable Schedules. This obligation will continue in force after the agreement ends if the Caregiver(s) has not produced and delivered the required statements and reports prior to the ending of the agreement.
- 5.02 The Caregiver(s) must permit the Director to inspect the Caregiver(s)' premises and the Documents and to copy the Documents, provided the Director has given the Caregiver(s) reasonable notice.

## OWNERSHIP AND COPYRIGHT

- 6.01 The Caregiver(s) acknowledges and agrees that the Director exclusively owns:
- (a) the Director's Documents;
  - (b) any property provided by the Director to the Caregiver(s) or a Subcontractor for the purposes of this agreement unless the Director has indicated in writing that the property provided is to be owned by the Caregiver(s) or Subcontractor, as applicable; and
  - (c) any property specified in a Service Schedule as property to be owned by the Director.
- 6.02 Upon the Director's request, the Caregiver(s) must deliver to the Director any of the Director's Documents and any property described in this section as requested as soon as it is practical to do so. The Caregiver(s) may copy and retain any of the Director's Documents prior to delivering the same to the Director provided that, together with the Director's Documents, the Caregiver delivers a list identifying the documents copied and retained. For so long as the Caregiver(s) retains copies of the Director's Documents, the Caregiver(s)' obligations to ensure confidentiality of the Director's documents will continue in force even after this agreement ends.
- 6.03 Subject to applicable law (including the *Child, Family and Community Service Act* and the *Freedom of Information and Protection of Privacy Act*), the Director must give the Caregiver(s) access to the Director's Documents (including the right to copy them) after their delivery to the Director under section 6.02.
- 6.04 The copyright in the Director's Documents belongs exclusively to the Director. If any Director's Documents are created under the terms of this agreement by the Caregiver(s), a Subcontractor or any of their employees, then upon the Director's request, the Caregiver(s) must sign documents provided by the Director which will perfect the Director's ownership and right to use such Director's Documents.
- 6.05 Subject to sections 5.01 and 5.02 the Director acknowledges and agrees that the Caregiver(s) exclusively owns the Caregiver's(s) documents including copyright therein.

## SERVICE EVALUATION

- 7.01 The Caregiver(s) must participate in a service evaluation process applicable to the Caregiver Services as developed from time to time by the Director in consultation with the Caregiver(s), upon receiving reasonable notice from the Director and at reasonable times.

## PERSONAL INFORMATION

- 8.01 In sections 8.02 and 8.03, "personal information" has the same meaning as in the *Freedom of Information Act*.
- 8.02 Any personal information in the Director's Documents collected by the Caregiver(s) is collected on behalf of the Director.
- 8.03 The Caregiver(s) must not disclose personal information relating to a child that is in, or has been in the Caregiver(s)' care, or that child's family except to the Director, to a person designated by the Director, unless compelled to do so pursuant to the Supreme Court Rules, a court order or subpoena. However the Caregiver(s) may disclose as much information on a need to know basis, to persons such as other caregivers, teachers and health care providers.
- 8.04 The Director may issue instructions to the Caregiver(s) so that the Director is able to comply with his or her duties under Part 3 of the *Freedom of Information and Protection of Privacy Act* or Part 5 of the *Child and Family Community Service Act*, in relation to any personal information in the possession of the Caregiver(s) or a Subcontractor to which that Part applies, and the Caregiver(s) must comply with those instructions.
- 8.05 By signing this agreement, the Caregiver(s) is consenting to the Director disclosing the Caregiver's name, address and phone number to the British Columbia Federation of Foster Parent Associations. Add the FAFPA # 4

## INSURANCE AND INDEMNITY

- 9.01 The Director and the Caregiver(s) agree to the provisions of the Insurance Schedule outlined in Schedule C to this agreement.
- 9.02 The Caregiver(s) will indemnify and save harmless the Crown, the Director and the Director's employees and agents (each an "indemnified person") from any losses, claims, damages, action, causes of action, costs and expenses that an indemnified person may sustain, incur, suffer, or be put to at any time either before or after this agreement ends, which are based upon, arise out of or occur directly or indirectly, by reason of a finding by a court, or an admission of liability by the Caregiver(s) that the Caregiver(s) sexually abused a child, physically abused a child, or intentionally mentally abused a child placed in the Caregiver(s)'s care by the Director. The obligation of the Caregiver(s) to indemnify will apply despite any liability that may also be imposed on an indemnified person, as a result of, but not limited to, the imposition of vicarious liability, breach of a non-delegable duty, breach of fiduciary duty or negligence and will continue in force



after this agreement ends but will not apply to any contractual remedy available to the Caregiver(s).

## **ASSIGNMENT AND SUBCONTRACTING**

- 10.01 The Caregiver(s) must not assign any of his or her rights under this agreement without the prior written consent of the Director.
- 10.02 The Caregiver(s) must not, without the prior written consent of the Director, subcontract any of the Services. If the Director consents to a subcontractor performing any or all of the Caregiver's Services, the Caregiver(s) must ensure that any Subcontractor fully complies with this agreement in performing the subcontracted Services.
- 10.03 The Caregiver(s) must not provide any services to any person in circumstances which, in the reasonable opinion of the Director, could give rise to a conflict of interest between the duties of the Caregiver(s) to that person and the duties of the Caregiver(s) to the Director under this agreement.
- 10.04 The Caregiver(s) must not do anything that would result in personnel it hires being considered the employees of the Director.
- 10.05 The Caregiver(s) must not, at any time before or after this agreement ends, commit or purport to commit the Director to pay any money except as authorized by this agreement.

## **ENDING OF AGREEMENT**

- 11.01 This agreement will end upon any of the following events:
  - (a) a party has failed to comply with this agreement in any material respect and the other party has given the party failing to comply written notice that, for that reason, the agreement has ended or the agreement will end on a specified date and that date has arrived;
  - (b) a party has given to the other party at least 60 days written notice that this agreement is to end and that period of notice has elapsed.
- 11.02 If this agreement ends under section 11.01 other than by reason of the Caregiver's failure to comply with this agreement, the Director must pay to the Caregiver(s) that portion of the payments described in the applicable Payment Schedule which equals the portion of the Services that were completed in accordance with this agreement before this agreement ended and the Director will be under no further obligation under this agreement to the Caregiver(s).
- 11.03 Upon the ending of this agreement the Caregiver(s) will, if the Caregiver(s) has not earlier done so on the request of the Director under sections 3.05 and 6.02 respectively, forthwith:



- (a) fully inform the Director of the work the Caregiver(s) has done in connection with providing the Services; and
  - (b) deliver to the Director all the Director's Documents.
- 11.04 The notices described in section 11.01(b) and 11.03(b) may be given for any reason and at any time.
- 11.05 A party ending this agreement under section 11.01(a) may pursue other remedies as well.

## NOTICES

- 12.01 Any consent, approval, written instruction or other notice to be given under this agreement, to be effective, must be in writing and delivered personally, by courier or prepaid registered mail to the following addresses:

Address for notices to the Director

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Address for notices to the Caregiver

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- 12.02 Any notice mailed in accordance with section 11.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 12.03 A party may give notice to the other party of a substitute address from time to time.

## MISCELLANEOUS

- 13.01 A waiver by either party of any provision of this agreement or of any breach by the other party of this agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach.
- 13.02 No modification of this agreement is effective unless it is in writing and signed by both the Caregiver(s) and the Director.
- 13.03 This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.

- 13.04 The Caregiver(s) must comply with all applicable laws.
- 13.05 The Caregiver(s) is an independent contractor and not an employee, agent, or partner of the Director.
- 13.06 The Director must, both before and after this agreement ends, make available to the Caregiver(s) all information in possession of the Director which the Director reasonably considers to be required by the Caregiver(s) to perform the Services and in particular, the Director will make available to the Caregiver(s), all information which may be relevant to the health and safety and potential legal liability of the Caregiver(s).
- 13.07 Time is of the essence in this agreement.
- 13.08 At no time before or after this agreement ends, does this agreement operate as a permit, license, approval or other statutory authority which the Caregiver(s) may be required to obtain from the Province or any agency controlled by the Province, and nothing in this agreement will interfere with the exercise by the Province or any agency controlled by the Province of any statutory power or duty.
- 13.09 This agreement rescinds and replaces any previous agreements between the parties respecting the Services which would otherwise be in effect during the Term.
- 13.10 Any provision in the body of this agreement will prevail over a conflicting provision in a schedule to this agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.

## **INTERPRETATION**

- 14.01 This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 14.02 In this agreement the words "including" and "includes" are not intended to be limiting.
- 14.03 In this agreement, unless the context otherwise requires:
- (a) references to sections by number are to sections of this agreement; and
  - (b) where a period "starts" or "ends" on a date, the period includes that date;
  - (c) references to this agreement include all the schedules attached to this agreement;
  - (d) references to days are to calendar days.
- 14.04 The headings in this agreement are included for convenience only and do not form part of this agreement.

## RESOLVING ISSUES

15.01 Both parties agree to dispute resolution process as outlined below:

In the event of a disagreement between the Caregiver(s) and Director arising from any provision in this agreement, the parties agree where appropriate, to use the processes set out in the policy:

- (a) "Protocol for Resolving Issues Between Foster Parents and Ministry Staff", as agreed between the Ministry and the British Columbia Federation of Foster Parent Associations, as it may be revised from time to time, or:
- (b) "Protocol for Investigating Reports of Abuse or Neglect in Foster Homes" as agreed between the Ministry and the British Columbia Federation of Foster Parent Associations, as it may be revised from time to time.
- (c) "Protocol for Reviewing Quality of Care Concerns in Foster Homes" as agreed between the Ministry and the British Columbia Federation of Foster Parent Associations, as it may be revised from time to time.

The parties have executed this agreement as follows:

**SIGNED** on behalf of the  
Director by an authorized representative

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name of Authorized Representative

**SIGNED** by the Caregiver(s)

\_\_\_\_\_  
Signature of Caregiver

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name of Caregiver

## **Schedule E**

### **Obligations of the Director**

The Director will:

#### **Support to the Caregiver(s)**

1. Designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Family Care Home and at a level consistent with available staff time.
2. Assign a social worker to perform the following functions:
  - a) Ensure there is Plan of Care for each child placed in the Family Care Home which is appropriate to the child's needs and to the standard and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services Agreements with the child's parent(s) and/or guardian where they exist;
  - b) Assess the progress of the Caregiver's performance of their duties and obligations under the Plan of Care as established under Clause 5(a);
  - c) Involve the Caregiver and unless prevented by law or court order, the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - d) Complement and encourage the child's relationship with the Caregiver and the child's parent(s) and/or guardian;
  - e) Where appropriate, be involved in contacts between the Caregiver and the child's parent(s), child's extended family and/or guardian of the child;
  - f) Assist the Caregiver in the appropriate use of community resources at the reasonable request of the Caregiver; and
  - g) Where appropriate, assist the Caregiver in contacts with the police and courts.

#### **Planning for the Child**

3. Advise the Caregiver as to who the parent(s) and/or guardian is of any child placed with the Caregiver.
4. Provide the Caregiver with all information relevant for the care of the child, including but not limited to, medical, educational and personal care information as well the child's history and behavior and any guardianship, custody and access arrangements.
5. Notify the child's parents(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
6. Make all decisions regarding placement of each child in the Family Care Home after discussion with the Caregiver.

#### **Administration**

7. Provide the Caregiver with a copy of the Ministry of Children and Family Development



Standards for Foster Homes.

8. Refer the Caregiver to the British Columbia Federation of Foster Parent Associations for pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.
9. Provide the Caregiver with a copy of the "Protocol for Resolving Issues Between Foster Parents and Ministry ", the Protocol for Investigating Reports of Abuse and Neglect in Foster Home, the Protocol for Reviewing Quality of Care Concerns in Foster Homes and provide any updates or revisions to this protocol.

<b>CIC STANDARD 13: PROVIDING A CAREGIVER WITH INFORMATION</b>	
<b>STANDARD STATEMENT</b>	<p>Provide a caregiver with information, at the time of placement and as information becomes available throughout the period of the placement, about the care and safety of a child and any information relating to safety risks posed to the caregiver or the caregiver's family.</p> <p>Provide the caregiver with this information, in writing, as soon as possible.</p> <p>When planning to move a child from a caregiver's home, include the caregiver and any other significant person in the child's life in planning for the transition, unless this would compromise the child's immediate safety.</p>
<b>INTENT</b>	<p>This standard reinforces the importance of providing a caregiver with all necessary information in a timely manner to fully support him or her in the role of foster parent. When the caregiver receives thorough information about the child and the child's family in writing as it becomes available, he or she is better able to prevent harm to the child and ensure the safety of others in the home. Involving the caregiver in the development of the child's plan of care and sharing the written plan with the caregiver promotes collaboration in achieving the goals described in the child's plan of care.</p>
<b>REFERENCES</b>	<ul style="list-style-type: none"> <li>• CFCSA: s.79(1)(j)</li> <li>• Protocols for Foster Homes</li> <li>• COA: S21.8.05, S21.14.03</li> </ul>
<b>POLICY</b>	<p>Provide a caregiver with copies of the court order (made under the CFCSA), voluntary care agreement or special needs agreement, and the interim plan of care, when available.</p> <p>Provide the caregiver with relevant information, in writing whenever appropriate, about the child and family, including:</p> <ul style="list-style-type: none"> <li>• the child's full name, date of birth and legal status</li> <li>• information about the child's overall goal and plan of care, and the worker's expectations of the caregiver in supporting that plan</li> <li>• contact information for the person delegated to provide the child and caregiver with service</li> <li>• known medical and/or mental health history and needs (e.g., allergies)</li> <li>• any safety risks to the child, including the need to protect the child from contact with another person</li> <li>• any health or safety risks posed by the child toward the caregiver or any other person in the home</li> <li>• the child's daily care, including mealtime and bedtime routines, sleeping habits and food preferences</li> <li>• scheduled appointments with other service providers or professionals</li> <li>• the names of persons with access to the child and how access will be arranged</li> <li>• how contact with parents, family, extended family, friends and community members will be facilitated</li> <li>• the child's cultural and ethnic heritage, spiritual beliefs and identity</li> </ul>

<b>CIC STANDARD 13: PROVIDING A CAREGIVER WITH INFORMATION</b>	
	<ul style="list-style-type: none"> <li>the child's school</li> <li>the child's participation in sports, recreational clubs or activities</li> <li>any allegations of abuse or neglect involving the child in previous placement settings, whether the allegations were investigated, and the outcome</li> <li>notification procedures if the child is lost, goes missing or runs away, or if the child suffers a personal injury or is at serious risk of harm, and</li> <li>any other information that will assist the caregiver in responding to the individual needs of the child.</li> </ul> <p>Involve the caregiver in:</p> <ul style="list-style-type: none"> <li>assessments and case planning</li> <li>preparing and supporting the child when moving or leaving care, and</li> <li>providing opportunities for the child to establish stability and continuity of lifelong relationships.</li> </ul>
<b>ADMINISTRATIVE PROCEDURES</b>	<ul style="list-style-type: none"> <li>Maintain all documentation and information in the child's file and case records.</li> <li>Ensure that a copy of the information given to the caregivers is in the file.</li> </ul>
<b>ADDITIONAL INFORMATION</b>	
<b>KEY DEFINITIONS</b>	

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<b>CSS STANDARD 9: DOCUMENTATION</b>	
<b>LEGISLATION</b>	<b><i>CFCSA Part 5</i></b>
<b>STANDARD</b>	<p>A director documents all significant information about a caregiver and actions taken during service provision.</p> <p>The director advises the caregiver of the required documentation that is kept on file.</p> <p>Documentation regarding a caregiver is accurate and complete and includes information relating to:</p> <ul style="list-style-type: none"> <li>• screening, assessment and approval processes</li> <li>• agreements and financial records</li> <li>• placement of and planning for children in care</li> <li>• caregiver education and skill development, and</li> <li>• monitoring, reviews, reportable circumstances, protocols and dispute resolution processes.</li> </ul> <p>The director arranges for the caregiver to sign and receive a copy of relevant records.</p>
<b>POLICY</b>	<p>The director maintains confidential, accurate and up-to-date documents and keeps them in a secure location.</p> <p>The director obtains the caregiver's signature on relevant documentation in order to show that the caregiver has seen the document. (Signatures are required on all documents identified with a * in the list below.)</p> <p>Documentation to be kept on either the caregiver's file or a contract file includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• application and consent forms*</li> <li>• home study*</li> <li>• reference, medical, criminal and prior contact checks</li> <li>• steps taken to resolve and results of a dispute resolution</li> <li>• verification of completion of pre-service orientation</li> <li>• family care home agreement or client services agreement*</li> <li>• invoices and records of payment for additional expenses*</li> <li>• caregiver learning and education plan (including mandatory training record) and record of completed education*</li> <li>• levels assessment*</li> <li>• written information regarding the child's initial care plan* (including caregiver's tasks and responsibilities resulting from collaborative planning, and information about home visits)</li> </ul>



<b>CSS STANDARD 9: DOCUMENTATION</b>	
	<ul style="list-style-type: none"> <li>• ongoing monitoring and annual reviews*</li> <li>• protocols (summary sent by registered letter)</li> <li>• reportable circumstances and incident reports* (see Caregiver Support Service Standard 18: Reportable Circumstances)</li> <li>• placement and monitoring documentation</li> <li>• summary of information regarding children placed in home, including child's name, age, placement dates, length of stay, reason for moving</li> <li>• placement decision and supporting reasons</li> <li>• communication between caregiver and worker including communication during home visits</li> <li>• correspondence</li> <li>• any other documentation as required.</li> </ul> <p>The director advises the caregiver to:</p> <ul style="list-style-type: none"> <li>• keep a confidential record of contact between the caregiver and the family, extended family and community of the child in care, according to the child's plan, which can be given to the director upon request, and</li> <li>• submit the record to the child service worker for storage as soon as possible after a child leaves the caregiving home.</li> </ul> <p>(For more information on caregiver records of children in care, see "Closing a home" in Caregiver Support Service Standard 20: Transferring or Closing a Caregiving Home.)</p>
<b>PROCEDURES</b>	
<b>ADDITIONAL INFORMATION/ RESOURCES</b>	<ul style="list-style-type: none"> <li>• Child and Family Service Standard 24: Case Documentation</li> <li>• Children in Care Service Standard 11: Assessing and Planning for a Child in Care</li> <li>• Resource file format information: <a href="http://icw.mcf.gov.bc.ca/">http://icw.mcf.gov.bc.ca/</a></li> </ul>

## RIGHTS OF FOSTER PARENTS

***To help ensure that children in care receive the best possible care, foster parents are entitled to:***

- be treated with consideration, trust, honesty, respect, acceptance and fairness by the director
- receive pertinent information for the care of the child, including, but not limited to, medical, education, personal care information, significant family personal history as well as care, guardianship, custody and access arrangements
- receive a clear understanding of their role as caregivers and the role of the director
- refuse to provide care for a child if they feel they cannot meet the child's needs
- participate in decision-making regarding a child in care and to be treated as a member of the team in developing the child's Plan of Care
- receive support from and be able to consult with the director so as to better meet the needs of children in care
- be notified of any court action or third-party review regarding a child in their care
- be informed of any dispute resolution processes available when they have a disagreement with the Director
- be provided with reasons when a child in care is removed from them
- be provided with reasons when a home or resource is to be closed

***Foster parents in Family Care Homes are also entitled to:***

- be trained in their role as members of a child's care team and be provided with educational opportunities with respect to caring for children
- receive services to support and stabilize the placement
- participate in foster parent training and local Foster Parent Associations
- access information about themselves kept in the director's records
- appeal a termination or suspension of their agreement
- be provided with access to support services when placements are terminated to minimize the caregivers' feelings of disruption or grief
- be considered as a permanent family for a child, along with all other suitable homes, if the director determines that a permanent plan is in the child's best interests

C.1.6 Before or at the time of placement, the caregiver will have in their records the following information (if available from the child's social worker) to ensure the safety and well-being of the child accepted into the home:

- a) the child's full name, gender, birth date and legal status;
- b) the circumstances leading to the placement including:
  - i. family information relevant to caring for the child;
  - ii. cautions or restrictions on the child's activities or contacts; and
  - iii. the names and telephone numbers of family members or significant others, as noted in the comprehensive plan of care, who are available as supports to the child;
- c) the child's known interests, abilities, strengths and presenting issues;
- d) the child's physical and emotional health and any health concerns, including required medications, allergies, dietary restrictions and physical limitations;
- e) the name of the child's social worker, the district office and telephone number, and the name and telephone number of the social worker or office to call in the case of an emergency;
- f) the child's physician's name and telephone number and child's personal health number;
- g) the name of the school or day program that the child is or has been attending; and
- h) specific routine monitoring of the child as identified in the comprehensive plan of care.

C.1.10 Before or at the time of placement the caregiver discusses with the social worker (and the child's family as authorized by the child's social worker) the following:

- a) the care needs of the child;
- b) the steps to be taken by the caregiver and by the child's social worker to meet these needs. Immediate care needs include: emotional and physical safety, clothing, medication, continuity of school or vocational or day programs, and arrangements for impending appointments such as doctor's visits and court appearances;
- c) the involvement of the child's family in matters such as visits and telephone calls, including any conditions and restrictions;
- d) the involvement of any necessary support.

## **BC Foster Caregiver Education & Training (implemented in 2000)**

### **Summary**

The Ministry of Children and Family Development provides two mandatory training programs for foster caregivers – the Pre-Service Orientation for prospective foster caregivers and the BC Foster Care Education Program for approved foster caregivers.

#### **Pre-Service Orientation:**

Pre service orientation provides an overview of information about the fostering process to individuals who may be interested in becoming foster caregivers. The orientation sessions are used for information sharing & as a screening tool for the ministry/delegated Aboriginal agency resource worker and the interested individual and may be offered in a formal group setting or with an individual during the home-study process. It is used as one of the steps in the prospective caregiver's application and approval process.

The Pre-Service Orientation for prospective foster caregivers consists of 18 – 21 hours of instruction provided by a resource social worker and an experienced foster parent or foster caregiver support worker and covers:

- Ministry legislation and policy
- The needs of children and youth who come into care
- Attachment, separation and loss
- The team approach to caring for children
- Positive care giving and styles of parenting, and
- Preparing for placement

#### **Mandatory Training for all approved Foster Parents:**

The Ministry of Children and Family Development in collaboration with the British Columbia Federation of Foster Parent Associations (BCFFPA) has developed a standardized education program designed to build on the skills and experience caregivers bring to their role, as well as knowledge to support their ongoing training and development. The BC Foster Care Education Program is mandatory for all ministry and delegated Aboriginal agency caregivers who sign a family care home agreement.

The 53 hour training is provided by regional foster parent support service agencies and includes the following topics:

- An overview of caring for children including the ministry's guardianship role, the importance of team work, and roles and responsibilities of those caring for children
- Communication skills and self- awareness
- Effects of caregiving
- The child's family
- Observing, recording and reporting



- Child and youth development
- Attachment, separation and loss
- When children experience abuse and neglect
- Understanding and guiding behaviour of children and youth
- Cultural responsiveness
- Aboriginal children in care
- Substance misuse awareness
- Introduction to fetal alcohol and neonatal abstinence syndrome
- Suicide awareness

### **Specialized Training:**

Specialized Level 1, 2, & 3 caregivers are expected to continue to develop their skills in fostering for specialized or advanced care. This is part of the foster parents Individual Learning Plan, as per Caregiver Support Service Standard # 7 – Caregiver Continuing Learning & Education.

Some examples of specialized training include the following:

- Safe Babies Training:
  - Information on FAS
  - Information on NAS
  - Infant Development
  - Public Health system
  - Support Services
  - Self-Care
  - Household Safety
  - Purple crying study
  - Dental Health and Mental Health
- Attachment theory
- Non-Violent Communication
- Alcohol and Drugs
- Mental Health first aid
- Suicide intervention training
- Child Health
- Motivational interviewing
- Solution-focused training
- Youth transitioning
- Working with natural families
- Advocacy
- Self-help

<b>CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL</b>	
<b>LEGISLATION</b>	<b><i>CFCSA</i> s.93 (Other powers and duties of directors)</b>
<b>STANDARD</b>	<p>In collaboration with a prospective caregiver, a director completes a screening, assessment and approval process that is comprehensive, understandable, respectful and transparent.</p> <p>The director uses an assessment process that takes a holistic view of the caregiver and is inclusive of all people who may play a role in caregiving, such as extended family. The director uses a strengths-based participatory assessment approach that is sensitive to the prospective caregiver.</p> <p>The director bases approval on the outcomes of and recommendations made during the screening and assessment process, and on successful completion of pre-service caregiver information or orientation sessions.</p>
<b>POLICY</b>	<p><b>Screening</b></p> <p>When a prospective caregiver expresses interest in becoming a caregiver, the director provides him or her with information about the complete screening, assessment and approval process.</p> <p>The director advises the prospective caregiver of ministry standards and expectations with regard to maintaining the safety and well-being of children in care.</p> <p>The director conducts a prior contact check and collects basic information using a set of consistent screening questions to determine whether the prospective caregiver meets the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• is 19 years of age or older</li> <li>• expresses an interest in caring for children as part of his or her motivation for becoming a caregiver</li> <li>• is willing to provide temporary care while working with families to support the goal of returning children to the family, and/or to promote continuity and stability of lifelong relationships, including adoption, for children</li> <li>• accepts and supports the practice of providing an environment free of abuse and physical punishment</li> <li>• is willing to comply with relevant ministry standards (e.g., Standards for Foster Homes)</li> <li>• agrees to work with an Aboriginal child's community to maintain the child's connections and traditions, as described in the child's cultural plan</li> <li>• agrees to attend and participate in the region's information/orientation sessions and ongoing foster parent education</li> <li>• has a home that has adequate space and privacy for a child in care (for more information on space and privacy requirements, see Standards for Foster Homes, Standard E: Environment of Care)</li> </ul>

## CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL

- does not have a self-disclosed criminal record or record with the ministry that indicates that he or she poses a risk to a child, and
- agrees to a criminal record check by a local police detachment and *Criminal Record Review Act* agency.

If a prospective caregiver meets the screening requirements and has agreed to proceed to the next stage, the director provides the prospective caregiver with an application form. When the completed application form has been received, the director begins the comprehensive participatory assessment and approval process.

If the screening requirements are not met, the director discontinues the process, providing the person with reasons verbally and in writing.

**Note:** A person who is a recent resident of British Columbia is eligible to apply to become a caregiver. The person needs to fulfill the assessment requirements listed below including obtaining references and verified criminal record checks from the applicant's place of origin.

### Assessment

The purpose of a participatory assessment process is to explore and assess with a prospective caregiver his or her ability to care for children, including his or her strengths, capacities, resiliency, readiness, skills and experience with children.

A number of concurrent activities take place as part of the participatory assessment process, including:

- an assessment conducted via a series of questionnaires and interviews, including visits to the prospective caregiver's home to complete a home study
- criminal record checks for everyone in the home 18 years of age and over
- prior contact checks for everyone in the home 18 years of age and over
- medical assessment of prospective caregiver(s)
- three (3) reference checks via letter, questionnaire or interviews: at least one is from a relative or member of the extended family; one is from a neutral party (someone who does not have a significant personal relationship with applicant).

(Note: Information sessions or pre-service orientation sessions are a mandatory part of the assessment process.)

### Assessing a prospective caregiver's ability to care for a child

The director interviews the prospective caregiver, his or her children, and any other person residing in the caregiver's home, using the Structured Analysis Family Evaluation (SAFE) assessment framework.

## CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL

If the director has not received the SAFE training, he or she uses the following topic areas to guide and complete an assessment:

- personal history (including childhood) and life changes
- family relationships and history (e.g., extended family, current and/or ex-spouse, children)
- family dynamics (e.g., parenting styles, communication patterns, discipline, difficulties with applicant's children)
- resilience and ability to manage transitions
- emotional and psychological health
- education and employment history
- history of any type of violence, abuse and criminal activity
- health, mental health and addictions
- finances and housing history
- physical and social environment
- social supports and community involvement
- motivation for caregiving and availability
- knowledge of and attitudes to cultural and social diversity, and
- previous caregiving experience.

If health-related concerns arise with a prospective caregiver or a member of the caregiver's family, the director discusses this with his or her supervisor to determine the most appropriate response. The safety and well-being of a child in care are the prime considerations. (For more information, see Additional Information/Resources.)

Based on the information acquired through the SAFE or other assessment, the director assesses the prospective caregiver's ability to care for a child. Criteria include the prospective caregiver's ability to:

- provide an environment free from harm and physical discipline
- respond to a child's health and behavioural needs by providing a safe, nurturing, respectful and healthy environment for the child
- promote a child's physical, intellectual, cultural and spiritual development
- respect and promote the rights of a child in care as outlined in s.70 of the *CFCSA* (see Appendix A: Rights of Children in Care [*CFCSA*, s.70])
- respect and promote a child's and family's wishes, strengths, goals, identity, views, and cultural and ethnic heritage
- work collaboratively with the family, extended family, involved community members and other members of a child's team
- be open and respectful towards other beliefs and cultures
- work with an Aboriginal child's community by supporting the child in maintaining cultural connections and traditions, as described in the



## CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL

child's cultural plan

- work with a child's cultural community by supporting the child in maintaining cultural connections and traditions, as described in the child's plan of care
- understand the challenges associated with caregiving
- assess his or her own strengths and limitations
- initiate and access formal and informal learning and development opportunities, and
- make use of support networks.

### *Collecting criminal record information*

In order to protect children from people whose criminal record indicates that they present a risk to children, the director completes a criminal record check, which includes requests for:

- voluntary disclosure of any criminal offence and/or pardon by prospective caregivers or those having significant or unsupervised access to children
- a criminal record check by the local police detachment, and
- consent to a *Criminal Record Review Act* check.

The director requests a criminal record check from the local police detachment:

- before offering a caregiver a contract or agreement for service with a director to work with children, and
- in relation to any other person 18 years of age and over who is not entering into a contract or agreement for service to work with children, but who is or will be living in the caregiver's home or will be having significant or unsupervised access to children.

The director requests a *Criminal Record Review Act* check following approval of a prospective caregiver but before an agreement or contract is signed.

Persons 18 years of age and over who will be or are residing in the prospective caregiver's home are not required to have a *Criminal Record Review Act* check completed.

*Criminal Record Review Act* checks cannot be completed for children under 18 years of age. The director therefore asks the prospective caregiver whether his or her child (or any other child under 18 who is living in the home):

- has been involved with police
- has been involved in any criminal activities, and
- has exhibited or currently exhibits behaviour that could pose a risk to children placed in the home.

## CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL

(For more information on conducting and evaluating criminal record checks for prospective caregivers, see Appendix B: Record Checks).

The status of a caregiver's criminal record and any change in the criminal record of other adults who have significant or unsupervised contact with the child are discussed as part of the annual review.

This process of collecting criminal record information is repeated every five years.

If at any time the director becomes aware that a person who was previously approved has an outstanding charge for, or has been convicted of, a crime that might affect the person's ability or suitability to care for children, the director conducts a new criminal record check.

The director advises prospective and approved caregivers of their ongoing responsibility to disclose any criminal charges or convictions as outlined in Foster Homes Standard B.2.3: Reportable Incidents.

### *Written home study report*

The director prepares a written home study report documenting all of the information acquired, including results of reference checks, criminal record checks, medical assessment and interviews. The director reviews the home study with the applicant and obtains his or her signature on the document.

If all components of the home study are satisfactory, the director may recommend to the relevant team leader or supervisor:

- approval of the applicant, and
- the children for whom the prospective caregiver is best suited to care.

### **Approval**

The team leader or supervisor reviews the completed home study, discusses the recommendation with the director, and makes the final approval decision.

(Note: At this point, a *Criminal Record Review Act* check is requested.)

When a prospective caregiver is approved, the caregiving home is available for placement and the resource file remains open.

The director:

- discusses the agreement with the caregiver (see Caregiver Support Service Standard 5: Initiating, Modifying and Ending Agreements)
- develops a learning plan with the caregiver to identify skills, strengths and learning needs and determine a timeframe within which to commence the mandatory training
- provides the caregiver with information about sources of support, including the BC Federation of Foster Parent Associations (BCFFPA),

<b>CSS STANDARD 2: SCREENING, ASSESSMENT AND APPROVAL</b>	
	<p>the Federation of Aboriginal Foster Parents (FAFP), and the Foster Parents After-Hours Support Line</p> <ul style="list-style-type: none"> <li>• refers the caregiver to the regional agency providing the mandatory training and support services, and</li> <li>• discusses and identifies potential relief providers.</li> </ul> <p><b>Non-approval</b></p> <p>If a prospective caregiver is not approved, as soon as possible the director advises him or her both verbally and in writing of the reasons for the decision.</p> <p>The director advises the non-approved prospective caregiver of the region's process for addressing any disagreements that might arise as a result of the decision.</p> <p>The director documents the decision and reasons for approval or non-approval in the relevant resource file.</p>
<b>PROCEDURES</b>	<p>The director opens a resource file for each prospective caregiver. Information is entered on MIS SWS.</p> <p>The following relevant forms are located on the ministry intranet site:</p> <ul style="list-style-type: none"> <li>• CF0605 – Physician's Report on Applicant</li> <li>• CF1611 – Application to Provide Restricted/Regular Family Care.</li> </ul>
<b>ADDITIONAL INFORMATION / RESOURCES</b>	<ul style="list-style-type: none"> <li>• <i>CFCSA</i>, s.70: Rights of Children in Care (see Appendix A)</li> <li>• Caregiver Support Service Standard 2: Screening, Assessment and Approval</li> <li>• Caregiver Support Service Standard 5: Initiating, Modifying and Ending Agreements</li> <li>• Caregiver Support Service Standard 6: Monitoring and Reviewing Agreements</li> <li>• Foster Homes Standard B.2.3: Reportable Incidents</li> <li>• Cultural plan – Children in Care Service Standard 1: Preserving the Identity of an Aboriginal Child in Care</li> <li>• Structured Analysis Family Evaluation (SAFE): <a href="http://www.safehomestudy.org/">http://www.safehomestudy.org/</a></li> <li>• BC Centre for Disease Control: <a href="http://www.bccdc.org/">http://www.bccdc.org/</a></li> <li>• Health Canada Infection Control Guidelines: <a href="http://www.phac-aspc.gc.ca/dpg_e.html#infection">http://www.phac-aspc.gc.ca/dpg_e.html#infection</a>.</li> </ul>

<b>CSS STANDARD 3: ASSESSMENT AND APPROVAL OF RESTRICTED AND SPECIALIZED CAREGIVERS</b>	
<b>LEGISLATION</b>	<b><i>CFCSA s.93 (Other powers and duties of directors)</i></b>
<b>STANDARD</b>	<p>In collaboration with a prospective caregiver, a director completes an assessment and approval process that is comprehensive, understandable, respectful and transparent.</p> <p>The director uses an assessment process that takes a holistic view of the caregiver and is inclusive of all people who may play a role in caregiving, such as extended family. The director uses a strengths-based participatory assessment approach that is sensitive to the prospective caregiver.</p> <p>The director bases approval on the outcomes of and recommendations made during the screening and assessment process, and on successful completion of pre-service caregiver information or orientation sessions.</p>
<b>POLICY</b>	<p>In addition to the screening process for all prospective caregivers that is outlined in the Caregiver Support Service Standard 2: Screening, Assessing and Approval, a director follows the assessment and approval process outlined below for restricted and specialized caregiving homes.</p> <p><b>Restricted homes</b></p> <p>A restricted family care home may be considered if the living arrangement best meets the child’s needs and the prospective caregiver:</p> <ul style="list-style-type: none"> <li>• demonstrates an ability to provide a safe environment for the child</li> <li>• is 19 years of age or older</li> <li>• demonstrates the maturity and stability to provide care for the specific child</li> <li>• accepts and supports the practice of providing an environment free of abuse and physical punishment, and</li> <li>• has a significant relationship with the child or the child’s family or cultural community.</li> </ul> <p>Before placing a child in the home, the director conducts a preliminary assessment to evaluate the caregiver’s capacity to provide for the safety and well-being of the child, by:</p> <ul style="list-style-type: none"> <li>• visiting the caregiver’s home and interviewing the prospective caregiver and others living in the home</li> <li>• completing checks of references for the home, either by phone or personal visit</li> <li>• completing prior contact checks</li> <li>• requesting voluntary disclosure of any criminal offences that may relate to the person’s ability and suitability to care for a child, and</li> <li>• calling local police to determine whether they would have concerns about a child's safety when residing with the prospective caregiver.</li> </ul> <p>If the above information is satisfactory, the director may recommend interim</p>



### CSS STANDARD 3: ASSESSMENT AND APPROVAL OF RESTRICTED AND SPECIALIZED CAREGIVERS

60-day approval of the prospective caregiver to the team leader or supervisor.

As soon as possible and no longer than 60 days following placement, the director:

- completes a home study using the topic areas outlined in the assessment section of Caregiver Support Service Standard 2: Screening, Assessment and Approval
- completes the record check through the local police office and the *Criminal Record Review Act* agency, and
- reviews the medical assessment and reference checks.

If health-related concerns arise with a prospective caregiver or a member of the caregiver's family, the director discusses this with his or her supervisor to determine the most appropriate response. The safety and well-being of a child in care are the prime considerations. (For more information, see Additional Information/Resources.)

The director prepares a written home study report documenting all of the information acquired, including results of reference checks, criminal record checks, medical assessment and interviews. The director reviews the home study report with the prospective caregiver and obtains his or her signature. If all the components of the restricted home study are satisfactory, the director may recommend approval of the applicant to the relevant team leader or supervisor.

The director's team leader or supervisor reviews the completed home study for final approval.

(Note: at this point, a *Criminal Record Review Act* check is requested.)

When a prospective restricted caregiver is approved, the caregiving home is available for placement and the resource file remains open.

The director:

- discusses the agreement with the caregiver (see Caregiver Support Service Standard 5: Initiating, Modifying and Ending Agreements)
- develops a learning plan with the caregiver to identify skills, strengths and learning needs and determine a timeframe within which to commence the mandatory training
- provides the caregiver with information about sources of support, including the BC Federation of Foster Parent Associations, the Federation of Aboriginal Foster Parents, and the Foster Parents After-Hours Support Line
- refers the caregiver to the regional agency providing the mandatory training and support services, and
- discusses and identifies potential relief providers.

### CSS STANDARD 3: ASSESSMENT AND APPROVAL OF RESTRICTED AND SPECIALIZED CAREGIVERS

#### *Non-approval*

If a prospective restricted caregiver is not approved, as soon as possible the director advises him or her both verbally and in writing of the reasons for the decision.

If a child is placed in the home, the child is removed in accordance with information outlined in the Caregiver Support Service Standard 13: Planning and Supporting Changes in Placement, and the Children in Care Service Standard 12: Supporting and Assisting a Child with a Change in Placement.

The director advises the non-approved prospective caregiver of the region's process for addressing any disagreements that might arise as a result of the decision.

The director documents the decision and reasons for approval or non-approval in the relevant resource file.

#### **Specialized family care homes**

A specialized family care home is first approved as a regular family care home. The director may consider making an exception when an applicant has unique qualifications that would meet specific needs of children requiring care.

Each of the three levels of specialized family care homes have specific skills, experience and training requirements that require approved caregivers to participate in a levels assessment and approval process.

#### *Preliminary assessment*

The director begins the preliminary assessment by reviewing the completed specialized family care home application form received from the caregiver.

The director then:

- reviews the complete resource file and existing home study
- contacts all social workers, who have had a child placed with the caregiver, and asks for feedback on particular areas of skill and ability noted on the specialized family care home assessment and checklist
- consults with other members of the resource team who have knowledge of the caregiver, and
- consults with his or her team leader or supervisor.

Once these steps have been completed, the director meets with the caregiver to complete the assessment according to the specialized family care home assessment and checklist. In addition, the director advises the caregiver of the following ministry expectations:

- a Level 2 caregiver may work outside the home but must have an emergency plan in place should a child return to the home unexpectedly

### CSS STANDARD 3: ASSESSMENT AND APPROVAL OF RESTRICTED AND SPECIALIZED CAREGIVERS

- a Level 3 caregiver may work outside the home as long as he or she is available on a full-time basis, up to 24 hours a day, when required.

#### *Assessment*

The assessment covers four areas—education and training, child-related experience, knowledge, and demonstrated skills and abilities—which are discussed and evaluated to determine the assessment ratings. (For more information, see the specialized family care home assessment and checklist.)

If health-related concerns arise with a prospective caregiver or a member of the caregiver's family, the director discusses this with his or her supervisor to determine the most appropriate response. The safety and well-being of a child in care are the prime considerations. (For more information, see Additional Information/Resources.)

Criteria for designation of specialized family care home include:

- level of the caregiver according to the assessment points on the specialized family care home assessment and checklist
- capacity and willingness of the caregiver to meet service expectations at the recommended level of care
- area/regional needs and available homes, and
- regional resource plan and budget.

The director reviews the home study with the applicant and obtains his or her signature. If all components of the home study are satisfactory, the director may recommend to the relevant team leader or supervisor:

- approval of the applicant, and
- the children whom the prospective caregiver is best suited to care for.

#### *Approval and levels designation*

After reviewing the completed specialized family care home assessment and checklist, the director discusses the recommendation for approval and designation with his or her team leader. The agreed-upon recommendations are referred to the appropriate regional manager or designate for the final approval and levels designation decision.

#### *Non-approval*

If a caregiver is not approved, as soon as possible the director advises him or her both verbally and in writing of the reasons for the decision.

The director advises the non-approved caregiver of the region's process for addressing any disagreements that might arise as a result of the decision.

The director documents the decision and reasons for approval or non-approval in the relevant resource file.

<b>CSS STANDARD 3: ASSESSMENT AND APPROVAL OF RESTRICTED AND SPECIALIZED CAREGIVERS</b>	
<b>PROCEDURES</b>	<p>The director opens a resource file for each prospective caregiver. Information is entered on MIS SWS.</p> <p>The following relevant forms are located on the MCFD intranet site:</p> <ul style="list-style-type: none"> <li>• CF0605 – Physician’s Report on Applicant</li> <li>• CF1611 – Application to Provide Restricted/Regular Family Care</li> <li>• CF2454 – Application for Assessment: Specialized Family Care</li> <li>• CF2442 – Specialized Family Care Home Assessment and Checklist</li> </ul>
<b>ADDITIONAL INFORMATION / RESOURCES</b>	<ul style="list-style-type: none"> <li>• <i>CFCSA</i>, s.70: Rights of Children in Care (see Appendix A)</li> <li>• Caregiver Support Service Standard 2: Screening, Assessment and Approval</li> <li>• Caregiver Support Service Standard 5: Initiating, Modifying and Ending Agreements</li> <li>• Caregiver Support Service Standard 6: Monitoring and Reviewing Agreements</li> <li>• Foster Homes Standard B.2.3: Reportable Incidents</li> <li>• Cultural plan – Children in Care Service Standard 1: Preserving the Identity of an Aboriginal Child in Care</li> <li>• Structured Analysis Family Evaluation (SAFE): <a href="http://www.safehomestudy.org/">http://www.safehomestudy.org/</a></li> <li>• BC Centre for Disease Control: <a href="http://www.bccdc.org/">http://www.bccdc.org/</a></li> <li>• Health Canada Infection Control Guidelines: <a href="http://www.phac-aspc.gc.ca/dpg_e.html#infection">http://www.phac-aspc.gc.ca/dpg_e.html#infection</a>.</li> </ul>

<b>CSS STANDARD 4: RECRUITMENT, ASSESSMENT AND APPROVAL OF ABORIGINAL CAREGIVERS</b>	
<b>LEGISLATION</b>	<i>CFCSA</i> s. 93 (Other powers and duties of directors)
<b>STANDARD</b>	<p>In partnership with Aboriginal communities, a director develops recruitment strategies for Aboriginal caregivers in response to the needs identified in the regional resource plan.</p> <p>When recruiting and assessing Aboriginal caregivers, in addition to the requirements identified in Caregiver Support Service Standard 2: Screening, Assessment and Approval, the director respects and considers the different cultural identities and community values within Aboriginal communities.</p>

<b>CSS STANDARD 4: RECRUITMENT, ASSESSMENT AND APPROVAL OF ABORIGINAL CAREGIVERS</b>	
	<p>The director consults with a prospective caregiver's Aboriginal community and where one exists, the Aboriginal delegated agency to determine the values and community standards that should be included as part of an assessment process. The director uses this information with a strengths-based approach to assess the caregiver's capacity to care for children.</p>
<b>POLICY</b>	<p>Consistent with the priorities for selecting a caregiving home outlined in Caregiver Support Service Standard 10: Selecting a Caregiving Home, the director involves Aboriginal communities and, where one exists, the Aboriginal delegated agency in the development of the regional resource plan.</p> <p>When undertaking recruitment strategies focusing on Aboriginal caregivers, the director works in partnership with each Aboriginal community and, where one exists, the Aboriginal delegated agency to develop recruitment strategies based on the community's unique culture and values.</p> <p>When seeking an Aboriginal caregiver for an Aboriginal child, the director works in partnership with people from the child's community and where possible the Aboriginal delegated agency to determine the best way of finding an appropriate caregiver from within the community, if that is in the best interest of the child. The director invites and involves community members to support a potential caregiver throughout the process if necessary by assisting with required forms and activities.</p> <p>The director uses the screening, participatory assessment and approval process outlined in Caregiver Support Service Standard 2: Screening, Assessment and Approval, giving consideration to the unique cultural identity and values of communities being served.</p> <p>In consultation with the primary caregiver, the director determines who else could play a role in caregiving and who should be included in the participatory assessment and approval process.</p> <p>The director considers previous difficulties and challenges in the life of a prospective Aboriginal caregiver not as barriers but as opportunities for the person to have developed coping strategies and to demonstrate his or her overall resiliency.</p> <p>During the participatory assessment process, the director addresses any issues that may be of concern if a child is placed in the home and engages in a solution-focused approach with the prospective caregiver to resolve the concern and learn about how the caregiver solves problems.</p> <p>The assessment may show the potential of a prospective caregiver once he or she has made further efforts to resolve feelings and change negative behaviours resulting from traumatic or significant emotional events. In this circumstance, the approval decision may be delayed to accommodate the time</p>



<b>CSS STANDARD 4: RECRUITMENT, ASSESSMENT AND APPROVAL OF ABORIGINAL CAREGIVERS</b>	
	<p>that the prospective caregiver needs to complete the required work.</p> <p>When unsure about approval, the director seeks support and guidance about the areas of concern from advisors within the Aboriginal community before making a decision.</p>
<b>PROCEDURES</b>	
<b>ADDITIONAL INFORMATION/ RESOURCES</b>	<ul style="list-style-type: none"> <li>• Caregiver Support Service Standard 2: Screening, Assessment and Approval</li> <li>• Caregiver Support Service Standard 10: Selecting a Caregiving Home</li> </ul>

<b>CSS STANDARD 7: CAREGIVER CONTINUING LEARNING AND EDUCATION</b>	
<b>LEGISLATION</b>	
<b>STANDARD</b>	<p>A director discusses and develops a learning plan with a caregiver that outlines how learning needs and mandatory training will be addressed.</p> <p>The director supports a caregiver at the time of approval and during reviews to meet his or her learning needs and mandatory education requirements.</p>
<b>POLICY</b>	<p><b>Learning plan</b></p> <p>Based on a caregiver's identified learning needs, the director develops and follows up on a plan with the caregiver to ensure that he or she receives information and/or education on topics including:</p> <ul style="list-style-type: none"> <li>• expectations and responsibilities of caregivers and the director</li> <li>• the role of the caregiver in providing temporary care for a child and support for the family until the child returns home or to another stable, lifelong family living arrangement, and</li> <li>• sensitive and responsive practices to use with a child's family to maintain the family's involvement with the child, consistent with the child's plan and cultural plan</li> <li>• knowledge of a child's unique culture in order to preserve the child's identity and connection to his or her community</li> <li>• child development and parenting skill development</li> <li>• restraining procedures outlined in a child's plan of care that have been approved by members of the child's team, including a health care provider who is knowledgeable about the child and restraining techniques. For more information about the use of physical restraint, refer to Standard B.3 and Appendix 2 in Standards for Foster Homes.</li> <li>• how best to address the individual needs and interests of a child and the</li> </ul>

<b>CSS STANDARD 7: CAREGIVER CONTINUING LEARNING AND EDUCATION</b>	
	<p>unique situation of his or her family in accordance with the child's plan and cultural plan.</p> <p><b>Mandatory education</b></p> <p>The director advises the caregiver that it is mandatory for all ministry or delegated Aboriginal agency caregivers who sign a family care home agreement or contract to complete the approved ministry caregiver education program within two years from the date of his or her approval. The director refers the caregiver to the regional foster parent support service that provides the mandatory education.</p> <p>The director regularly discusses with the caregiver his or her progress with the education program, and identifies and addresses barriers affecting successful completion.</p> <p><b>Continuing learning and education</b></p> <p>On an ongoing basis, the director:</p> <ul style="list-style-type: none"> <li>identifies and discusses with the caregiver his or her short- and long-term learning and development needs, based on the unique characteristics of the child and the child's plan</li> <li>assists and supports the caregiver in developing the skills required for meeting the child's needs, by providing or identifying sources of relevant information, including books, articles, and learning opportunities offered by other ministries (e.g., information on addictions issues)</li> <li>advises the caregiver about learning opportunities to enhance caregiving knowledge and skills.</li> </ul> <p>The director encourages the caregiver to participate in ongoing learning opportunities, particularly in areas such as:</p> <ul style="list-style-type: none"> <li>positive parenting – approaches based on praise, encouragement and structuring the setting for success, which allow a child to develop positive behaviour and social skills and learn responsibility and self-control</li> <li>inclusive caregiving – using a variety of ways to include a parent in the care of his or her child, in order to promote continuity of care and consistency of parenting practices, increase the family's capacity to care for the child, and strengthen the relationship between the child's family and the caregiver</li> <li>learning about the child's culture and community.</li> </ul>
<b>PROCEDURES</b>	<p>The director documents the date and title of completed BC Foster Parent Education Program modules on MIS SWS.</p>

CSS STANDARD 7: CAREGIVER CONTINUING LEARNING AND EDUCATION	
ADDITIONAL INFORMATION	<ul style="list-style-type: none"> <li>• Foster Family Handbook: <a href="http://www.mcf.gov.bc.ca/publications/foster.htm">http://www.mcf.gov.bc.ca/publications/foster.htm</a></li> <li>• Standards for Foster Homes, Standard B.3 and Appendix 2: <a href="http://www.mcf.gov.bc.ca/publications/foster.htm">http://www.mcf.gov.bc.ca/publications/foster.htm</a></li> </ul>