

SCHEDULE A
Services Schedule
Restricted Family Care Home

Part I: Description of Component Services

The Caregiver(s) will:

1. Provide residential and child care services to one or more children who cannot remain in their own homes, but who still have the ability, with supports, to function as members of the community.
2. Assume the responsibility for the parenting, care and nurturing of the following child/children, each referred to as a “child”, at any time during the term of this Agreement:

| Child’s Full Legal Name | Birthdate | Type of Service |
|-------------------------|-----------|-----------------|
| | | |
| | | |
| | | |
| | | |

3. Reside in and care for the child/children at the following physical location :

_____ (the “Family Care Home”)

4. Provide the Service of a Restricted Family Care Home as follows:
 - (a) If it is consistent with the child's Plan of Care, encourage and support the child's relationship with his or her parents, extended family or guardians, including, if agreed to by the Caregiver(s), supervising the child's visits with the family members or guardians.
 - (b) Participate with others as a member of the child's Plan of Care team by:
 - (i) providing input into the development of the child's Plan of Care,
 - (ii) representing the child's needs and viewpoint to other team members,
 - (iii) carrying out the agreed upon Caregiver's obligations set out in the child's Plan of Care and recommending a review of the Plan of Care when appropriate,
 - (iv) encouraging the child to participate in planning for his or her future,
 - (v) encouraging the child to participate in suitable community programs,
 - (c) Encouraging the child to maintain or become aware of his or her cultural and ethnic heritage by facilitating involvement in appropriate cultural or ethnic activities, with or without the child's parents or extended family, provided it is consistent with the child’s Plan of Care.
 - (d) Be willing to attend workshops, training sessions, courses, or pursuing independent study (e.g., reading, Internet, etc.) to maintain, update, or expand knowledge in order to meet the needs of a child.

- (e) Providing clear, reasonable and safe behavioral expectations for the child, unique to the child's needs, and
 - (f) Whenever practical, carry out regular daily checks on each child as set out in the child's Plan of Care, in order to ensure the child's safety and well-being.
 - (g) Measure achievement of goals related to the child's residential placement, as stated in each child's Plan of Care.
5. Provide the following additional specific services:

Note: If this section is left blank, draw a vertical line through the space and initial.

Initial _____ Initial _____

- 6. With the funds paid by the Director under the provisions of the payment schedule, pay the costs incurred in caring for each child placed in the Caregiver's care under the terms of this agreement, including food, household supplies, transportation, personal needs, recreation, clothing, equipment, child's allowance, babysitting, gifts, activities and educational components.
- 7. Inform the Director if an extraordinary cost not covered under the preceding provision arises in relation to a child in the Caregiver's care. The Director, taking into consideration the Plan of Care for the child, the disposition of the funds paid to the Caregiver for care of the child and such other circumstance as the Director determines may be relevant, may in the Director's sole discretion, approve such funding as may be necessary, in addition to the payments to be made under the payment schedule.

Part II: Miscellaneous Provisions

- 1. The definitions contained in Section 1.01 of the Family Care Home Agreement and Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in these schedules.
- 2. It is acknowledged for the purpose of this Agreement the term "guardian" means the legal guardian of the child or children.
- 3. A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Caregiver and revoke any guardianship authority specified or implied which has been delegated by a Director to the Caregiver.
- 4. If, in default of any of the Caregiver's obligations under this Agreement, then:
 - a) the Caregiver will forthwith notify a Director of the nature and extent of the default;
 - b) a Director may, whether or not a notice has been received pursuant to Section 11.01 of the Agreement;
 - (i) move the child to an alternate residential facility;

- (ii) reduce the payments made pursuant to Schedule B to reflect the reasonable costs of providing alternate residential services; and
- (iii) terminate this Agreement

5. The following property is specified to be acquired by the Caregiver solely with funds paid by the Director under this Agreement and will remain the property of the Director, as specified under Section 6.01(b) and (c): (specify property, if any).

Note: If this section is left blank, draw a vertical line through the space and initial.

Initial _____ Initial _____

6. The following documents, in addition to those specified in Section 1.01(a)(i), are specified as "Caregiver's Documents" under Section 1.01(a)(ii) of the Family Care Home Agreement: (specify documents, if any):

Note: if this section is left blank, draw a vertical line through the space and initial.

Initial _____ Initial _____

7. The performance of the contract during its term will be monitored by both parties in the manner agreed to below:

Note: If this section is left blank, draw a vertical line through the space and initial.

Initial _____ Initial _____

Schedule B Payment Schedule

Subject to the performance of the Agreement and to the satisfaction of a Director:

Part I - the Caregiver(s) will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a client is in the home.

- a) For the following services the fixed monthly rate and per diem rate shall be in accordance with current Ministry of Children and Family Development policy as communicated to the Caregiver(s) from time to time. It is understood that any subsequent increases in Ministry of Children and Family Development fixed monthly and per diem rates policy applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Ministry of Children and Family Development will inform the Caregiver(s) of any changes in fixed rates by general notification. No modification to the Agreement or any Schedules to the Agreement is required in the event of an increase in the fixed rates.

| Service | Capacity | Fixed Monthly Rate | Maximum Per Diem Monthly Rate | Total Payment |
|---------|----------|--------------------|-------------------------------|---------------|
| | | | | \$ |
| Total | | | | \$ |

- b) For the following services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Agreement.

| Service | Capacity | Fixed Monthly Rate | Maximum Per Diem Monthly Rate | Total Payment |
|---------|----------|--------------------|-------------------------------|---------------|
| | | | | \$ |
| Total | | | | \$ |

- c) Any extra payments approved by the Director in relation to extra ordinary costs, as provided for in the Services Schedule, will be in addition to the payments made under sections (a) and (b) without further modification of the schedule.

Part II - Respite Relief

- d) The Caregiver(s) will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. Payments made under this section for each child shall not exceed the maximum per diem monthly rate and the number of children the Director is obliged to pay for shall not exceed the "Maximum Authorized Capacity" as follows:

| Service | Maximum Authorized Capacity (bed-days/month) | Maximum Per Diem Monthly Rate |
|---------|--|-------------------------------|
| | | |
| Total | | |

| Ministry of Children and Family Development Use Only | | | | |
|---|--------------|-----------------|------|--------------|
| Component Services | Resp. Center | Activity Number | STOB | Total Amount |
| | | | | \$ |

Schedule C

Insurance Schedule

1. Without limiting their liability and at their own expense, the Caregiver(s) shall provide, maintain and pay for the following insurances throughout the Term of this Agreement, and provide evidence of compliance with this requirement if requested to do so by the Director at any time:
 - (a) third party automobile liability insurance in an amount not less than \$2,000,000.00 per occurrence on any vehicle used to provide the Services;
 - (b) homeowner/tenant insurance against loss or damage to buildings and contents owned, rented, used or occupied by the Caregiver(s); and
 - (c) any other insurance which they are required by law to carry or which the Caregiver(s) consider necessary to cover risks not otherwise covered by the insurance required or provided under this Schedule.

2. The Director shall arrange for the following insurance coverage on behalf of the Caregiver(s):
 - (a) Extended Property Damage insurance against loss or damage to buildings and contents in the care, custody and control of the Caregiver(s) whether owned, rented, used or occupied by the Caregiver(s), but only when due to the actions of a child placed in the Caregiver(s) home by a Director; and
 - (b) Commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury) and third party property damage arising out of the Caregiver(s) performance of the Services.

3. The Director will take reasonable steps to ensure the insurance provided under Section 2 of this Schedule is continuous for the Term of this Agreement but the Director does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced.

4. The Director does not represent or warrant that the insurance provided by the Director covers any and all losses. It is the Caregiver(s) responsibility to ascertain the exact nature and extent of coverage of the insurance policies as well as any and all relevant terms and conditions. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policies.

5. The Caregiver(s) is responsible for and will pay deductibles under all insurance policies. Caregivers are eligible for reimbursement of certain deductible types or amounts as stated in operational policies developed by the Director in consultation with the BC Federation of Foster Parent Associations (BCFFPA) and provided by the Director.

Schedule D

Obligations of the Caregiver

The Caregiver(s) will:

Care of the Child

1. Notify a Director or a Director's representative of any circumstance which may affect the safety, health or well-being of the child, including any "reportable incidents" as described in Standard B.2 of the Standards for Foster Homes.
2. Assist the Director to meet the rights of children in care under section 70 of the *Child, Family and Community Service Act*, which are reproduced in the Standards for Foster Homes.
3. Make all reasonable efforts to ensure any employee, sub-contractor or volunteer engaged by the Caregiver in providing service to the child is suitably qualified to be entrusted with the care and protection of children and to maintain and make available to a Director, upon request, criminal record check documentation assuring that suitable screening of all staff, sub-contractors and volunteers engaged by the Caregiver has occurred according to the terms of this Agreement.
4. Co-operate with any custody or access orders or agreements relating to the child.

Quality of Care

5. To the best of the Caregiver's ability:
 - (a) Ensure a physically safe and emotionally nurturing environment for the child;
 - (b) Model positive adult functioning, through which the child may constructively model his/her own life;
 - (c) Feed the child according to Canada's Food Guide, taking into account the child's cultural, racial and religious heritage, and taking into account any special health care needs;
 - (d) Encourage the child's moral, spiritual and intellectual development, by encouraging activities appropriate to the child's needs, abilities and developmental level;
 - (e) Ensure the child follows health care routines, as directed by a Health Care Provider;
 - (f) Encourage and assist the child's full participation in schooling, when consistent with the Plan of Care;
 - (g) Ensure that the Plan of Care is appropriate to the service required and to the needs of each child in the Family Care Home.
 - (h) Ensure the Family Care Home is suitably furnished.
 - (i) Allow the child independence from the Caregiver's religious beliefs and affiliations.
 - (j) Subject to paragraph 19(b) ensure children and youth not smoke in the Caregiver's home or vehicle.

Planning for the Child

6. Consider all requests by the Director to place children in the care or charge of a Director into the Family Care Home.
7. Subject to the child's Plan of Care, provide access to the child by:
 - (a) the social worker designated by a Director;
 - (b) those persons authorized by a Director; and
 - (c) those persons authorized access through a court order.
8. Facilitate plans established for the placement of the child outside the family care home.

Notification

9. Notify the Director forthwith of:
 - (a) any change of circumstances of the child (such as illness, accidents, absences or any major behavioral changes);
 - (b) any threat of or attempt at suicide by a child;
 - (c) the death or critical injury of any child in the Care Setting;
 - (d) any changes within the Family Care Home which would affect the child's safety and well-being;
 - (e) allegations of abuse or mistreatment (protocol may apply);
 - (f) removal or attempt of removal from the home or program of the child in care by anyone not specifically allowed to do so in the child's Plan of Care;
 - (g) suspension from school or day program;
 - (h) a Caregiver's criminal charges or convictions and those of a sub-contractor or volunteer working directly with children placed by a Director when the Caregiver(s) becomes aware of such charges or convictions.
 - (i) a Caregiver's court supervised parole or probation and those of a sub-contractor or volunteer working directly with children placed by a Director when the Caregiver(s) becomes aware of such court supervised parole or probation.
 - (j) the admission to or release from a hospital for the treatment of an emotional disorder, mental disorder, or substance abuse of the Caregiver and that of a sub-contractor or volunteer working directly with children placed by a Director when the Caregiver(s) becomes aware of such an admission or release from hospital.
 - (k) a serious illness or injury of the Caregiver that could be reasonably be expected to effect the Caregiver's ability to perform his or her functions under this Agreement and the serious illness or injury of a sub-contractor or volunteer working directly with children placed by a Director if the illness or injury could reasonably be expected to effect the performance of the sub-contractor or volunteer's duties, when the Caregiver(s) becomes aware of such a serious illness or injury.
 - (l) any request by police to interview the child, or any criminal charges against the child;
 - (m) any notification of court appearances;
 - (n) any significant adverse change in financial circumstances;
 - (o) any move or anticipated move of the household;
 - (p) any absence or a Caregiver requiring substitute care for a period of 24 hours or longer;
 - (q) any changes in the composition of the family; and
 - (r) any request by the Caregiver(s) to the Director to move the child from the Family Care Home, two weeks in advance of the effective date of the change.

Administration

10. Obtain the prior written consent of the Director before taking a child outside the province.
11. Ensure all information, statements and documents submitted to the Director in connection with this Agreement are true and correct, to the best of the Caregiver's knowledge and belief.
12. To the best of the Caregiver's knowledge provide to a Director full information and particulars concerning a child upon request of a Director or his/her representative.
13. In accordance with the Agreement:
 - (a) establish and maintain records, including receipts for purchases, with respect to any child placed with the Caregiver;
 - (b) provide a Director with a copy of the records upon receiving notice of such request;
 - (c) require confidentiality from all their employees and volunteers involved in performing the services, except insofar as disclosure of confidential information is necessary to enable the Caregiver to fulfill his or her obligations, under this Agreement, as required under Part 5 of the *Child, Family and Community Service Act*, or as required by law.
14. Comply with workers compensation legislation in the province of British Columbia.
15. Be responsible for deductions and/or remittance of any unemployment insurance assessments, pension contributions, taxes and other assessments imposed by government or other authorities with respect to any persons employed by the Caregiver.
16. Ensure that:
 - (a) All firearms and ammunition in the Family Care Home are stored and locked separately from each other;
 - (b) A smoke detector is located in the corridor of each sleeping area, and on each floor of the Family Care Home;
 - (c) Proper medication storage and dispensing procedures are followed; and
 - (d) Any crib meets Federal Government safety standards.
17. Advise his or her insurer(s) that the Caregiver(s) has become a foster parent and in addition, advise any insurer of any extraordinary risk a particular foster child may represent, if advised of that risk by the Director pursuant to Schedule E, section 4, or if the Caregiver(s) otherwise determines that a foster child represents an extraordinary risk.

Transportation

18. (a) Provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Family Care Home and comply with the provisions of the *Motor Vehicle Act* and related Regulations. In the event that the Director is of the opinion that a Caregiver's motor vehicle is not safe, the Caregiver agrees to have the vehicle inspected by a qualified, independent mechanic and to disclose the written results of such an inspection to the Director; and
 - (b) Ensure the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles (as per Ministry policy and as required by the *Motor Vehicle Act* Regulations).
 - (c) Subject to paragraph 19(b), ensure no person smokes in the Caregiver's vehicle.

Smoke Free Environment

19. (a) Subject to paragraph 19(b) ensure Caregivers and other adults, resident in or visiting, not smoke at any time in the Caregiver's home.
 - (b) In the event that the Caregiver has an existing Family Care Home Agreement, paragraphs 5(j), 18(c) and 19(a) do not come into force until November 1, 2008.

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.