

# PRACTICE GUIDELINES

For

# Family Care Homes



Ministry of Children and Family Development  
Child and Family Development Division  
System of Care Unit

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**PRACTICE GUIDELINES  
FOR  
CLIENT SERVICE AGREEMENTS AND FAMILY-MODEL CAREHOMES**

## **INTRODUCTION**

The Family Care Home Agreement was developed to meet the specific needs of caregivers who provide foster care in a family setting. In most cases, this is the appropriate agreement to use with foster care providers.

However, in some cases service providers who provide family-model care homes cannot be accommodated on a Family Care Home Agreement. For example, the caregivers may require additional compensation beyond a Family Care Home Level 3 rate.

These care providers will be required to negotiate their rates with the ministry, and must be prepared to meet all the contractual obligations outlined in the Client Service Agreement. They must be approved by the Director of Child, Family and Community Services and will be required to meet either the *Standards for Foster Homes*, or if employing more than one full-time equivalent employee, the *Standards for Staffed Children's Residential Services*. These caregivers are considered contractors, not foster homes, and will not be eligible for the foster family rate increases or the Caregiver Legal Representation Indemnity. If applicable they will also have to meet their obligations as an employer.

## **CHILD, FAMILY AND COMMUNITY SERVICE POLICIES THAT APPLY TO THIS GUIDELINE**

- Volume 2A 10.6: Specialized residential services

## **WHAT IS THE PURPOSE OF THIS GUIDELINE?**

This Practice Guideline explains:

- the advantages of the Family Care Home Agreement;
- the advantages and limitations of using a Client Service Agreement; and,
- possible considerations when choosing a Client Service Agreement for a family-model carehome.

It includes:

- a sample letter to accompany completed Client Service Agreements and completed Family Care Home Agreements.

## **Practice Guideline:**

### **THE FAMILY CARE HOME AGREEMENT**

When a foster home is approved, an attempt is first made to contract using a Family Care Home Agreement. The Agreement is specifically designed for foster parents, was developed in collaboration with the fostering community and meets the requirements of the Child, Family and Community Service Act.

### **ADVANTAGES OF THE FAMILY CARE HOME AGREEMENT**

The Family Care Home Agreement offers several advantages for the service provider, including:

- the *Caregiver Legal Representation Indemnity*, by which the ministry will pay reasonable legal costs incurred by a caregiver to defend against allegations of sexual abuse or assault, deliberate physical abuse or assault or deliberate mental abuse brought by a child placed in the caregiver's home by the Director; and,
- eligibility for foster home rate increases.

The Family Care Home Agreement has the following advantages for the ministry:

- greater uniformity in the payment amount for each level of home, which allows for consistent payment for services; and,
- increased efficiency, since agreements do not have to be negotiated with each service provider.

### **THE CLIENT SERVICE AGREEMENT**

The Client Service Agreement is a generic agreement used for a number of different kinds of services. One of its component schedules, the *Residential Child Care Resource Component Services Schedule*, was developed for the purchase of residential resources for children and youth. It is intended for larger residential settings, such as group homes or staffed residential resources, and for children who require intense therapeutic services and who cannot for the present adjust to a family care home.

### **ADVANTAGES OF THE CLIENT SERVICE AGREEMENT**

The advantages of the Client Service Agreement are:

- agreements are negotiated individually, so services and payments can be tailored to the child's needs; and,

- agreements provide increased flexibility because specific services can be written into the agreement.

## **LIMITATIONS OF THE CLIENT SERVICE AGREEMENT**

The limitations of the Client Service Agreement are that:

- foster parent service providers are not covered by the Caregiver Legal Representation Indemnity;
- service providers do not receive the foster rate increases as rates are negotiated individually and are to include all the services required for the child;
- foster caregivers with more than one employee have to meet the Standards for Staffed Residential Resources and to comply with Worker's Compensation Board, Employment Insurance, Revenue Canada and other regulations; and,
- service providers have to be prepared to meet all of the obligations specified in the Agreement and the Component Schedule, not all of which may apply to family-model carehomes. As stated above, the Agreement was developed for a wide variety of services, and the Component Schedule was primarily developed for group and staffed residential resources.

## **POSSIBLE SITUATIONS WHEN A CLIENT SERVICE AGREEMENT IS APPROPRIATE**

Situations when the Client Service Agreement can be used include:

- the caregivers require significant additional compensation beyond a Family Care Home Level 3 rate, and the amount is other than an known additional ongoing monthly payment (See Practice Guideline: *Exceptional Ongoing Monthly Payments on Family Care Home Agreements*);
- the family care home is the only home willing to take the child and the only viable placement option for the child, who must be the only child in the home;
- caregivers that normally would not be considered for fostering but are required due to the child's relationship with the caregiver or the caregiver provides a cultural component to the child should be considered as contractors and remain on Client Service Agreements. As accepting these homes for fostering is an extreme exception to policy for placing children, the Regional Executive Director should sign off that this placement is in the child's best interest. The use of the Client Service Agreement in no way reduces or eliminates the Director's fiduciary responsibility, nor the Director's liability.

## **WHEN NOT TO USE A CLIENT SERVICE AGREEMENT**

A Client Service Agreement should not be used when:

- more funds than are provided in the family care payment are required to meet the child's plan of care (See Practice Guideline: *Exceptional Ongoing Monthly Payments on Family Care Home Agreements* for an optional way to pay for ongoing additional expenses within a Family Care Home Agreement).

## **STEPS TO ASSESS WHETHER TO USE A CLIENT SERVICE AGREEMENT**

Whenever possible, foster caregivers should be accommodated on a Family Care Home Agreement. The following process provides a guideline for deciding which agreement to use.

- Determine if the caregiver's skill level is described within the level system.
- Determine if the child's behaviour is described within the level system.
- If the above two conditions are met, use a Family Care Home Agreement. If the only outstanding issue is the amount of payment, determine if a one-time-only (OTO) or exceptional ongoing monthly payments can be authorized for the additional expenditures and ensure that there are funds in the regional budget.
- If the Family Care Home Agreement is not an option, advise the caregiver of the significant limitations of the Client Service Agreement, and ensure they understand their obligations as a contractor.
- Negotiate the payment, complete the Agreement and attach a copy of the sample letter, which clearly outlines the caregiver's obligation to meet any of their obligations as an employer.

**Sample Letter**  
**CAREGIVER'S OBLIGATIONS AS AN EMPLOYER**  
**October 2002**

Date:

Dear (*Name of Caregiver*),

The ministry is not authorized to advise you on insurance, workers' compensation, income tax or the responsibilities of other external authorities.

You should be aware of your potential obligations as an employer, and it is important for you to review your situation with the relevant authorities. Consult directly with your insurance agent, the Worker's Compensation Board (WCB), or Revenue Canada. You may also have to comply with Employment Standards, and you should also contact the Employment Standards Branch. Each situation is unique, and it is important for you to have all the information that applies to you.

If you pay for your own relief, your responsibilities include:

- selecting a relief caregiver (usually this will be an approved foster parent);
- ensuring people working for you have had a satisfactory criminal record check;
- making direct payment to the relief care provider;
- managing your relief budget; and,
- recruiting, hiring, firing, training, scheduling, supervising and paying your relief care provider as agreed between yourself and the relief care provider.

As well, you must be aware of any responsibilities or requirements regarding:

- an employer/employee relationship;
- compliance with regulations regarding Employment Standards and the Workers' Compensation Board;
- compliance with Revenue Canada requirements;
- as applicable, payment of all taxes, fees and assessments under those laws; and,
- maintenance of employment and financial records.

If you provide a Family-Model Carehome, are on a Client Service Agreement, and employ more than one full-time equivalent employee, the *Standards for Staffed Children's Residential Services* must be met.

Foster homes are defined in *Standards for Foster Homes* as:

- foster homes approved by a director designated under Section 91 of the *Child Family and Community Service Act* where the caregiver resides in the care setting and has no more than one full-time-equivalent employee\*; and
- individual foster homes sub-contracted by or in the employ of a specialized residential resource contractor and employing not more than one full-time-equivalent employee\*.



*\*One full-time-equivalent employee is a person or persons whose total combined working hours are 40 hours per week. (Exemption: A person or persons providing relief care services for the foster parents while residing either in the foster parents' usual place of dwelling or in their own usual place of dwelling).*

If you are on a Family Care Home Agreement, the *Foster Family Handbook* describes the Family Care Home Program and is a useful guide to foster care. It contains important information on insurance, workers' compensation and income tax. If you have any questions about these issues, consult with the British Columbia Federation of Foster Parent Associations (BCFFPA) or directly with the relevant agency.

Yours truly,

*(Name of Resource Worker)*

## WHAT TO CONSIDER ABOUT YOUR OBLIGATIONS AS AN EMPLOYER

Finding a caregiver to provide relief for you may mean that you will become an employer, who hires, trains and supervises your relief care provider. You may need to learn some new skills.

The purpose of these questions is to help you think about what issues you may face in employing relief caregivers.

Have you have any previous experience in being an employer and or supervising staff? If yes, briefly list where, and in what way:

	Yes at present	Yes with training	No
Could you manage the following tasks?			
Recruiting, interviewing and hiring employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Giving direction to others about care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervising employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluating performance of an employee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firing or laying off an employee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solving problems & negotiating with a employee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing payroll and benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintaining financial records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Purchasing/contracting services from an agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

What else would you would need to learn?

If you need assistance to carry out the about mentioned tasks, do you know anyone (friend/relative) who could help you?

Do you know any organizations that could help you get these additional skills and knowledge? If yes, please list agencies:

As an employer you will need to tell your employee the things that need to be done and if they are being done right. How might you do this?

**PRACTICE GUIDELINES  
FOR  
PLACING ADDITIONAL CHILDREN IN A FAMILY CARE HOME**

## **INTRODUCTION**

In some cases, caregivers are asked to take more children in the home than allowed for in policy. These exceptions to policy can be approved and used in unusual circumstances, for example, when placing a sibling group.

To allow close monitoring of these situations, policy has been amended to require Regional Executive Director or designate approval for these exceptions.

Any consideration to place additional children for an ongoing placement is carefully assessed prior to approval, and the home monitored and reviewed on a regular basis.

Under existing policy, (Volume 2A, 10.3-3), no service payment is available for additional children placed in a level 2 or 3 home on a bed-specific Family Care Home Agreement.

## **CHILD, FAMILY AND COMMUNITY SERVICE POLICIES THAT APPLY TO THIS GUIDELINE**

Volume 2 7.3: Family care homes and specialized residential services  
Volume 2A 10.3: Family Care Homes: contracting

### **What is the Purpose of this Guideline?**

This Practice Guideline:

- outlines factors to consider before approving the placement of additional children in a family care home; and,
- introduces amendments to policy to require Regional Executive Director or designate approval and a regular review process.

## Practice Guideline:

### **MCFD POLICY ON FAMILY CARE HOME PLACEMENTS: CF&CS VOLUME 2 7.3 - 22**

#### **MAXIMUM NUMBER OF CHILDREN**

The director ensures that the number of children placed in any one home, especially special needs children, does not exceed the family's capability to provide quality substitute care. To meet this objective and to preserve the distinct characteristics of family living, there can be no more than six children, including the family's own children, living in the home.

In addition, no more than two of the six children are to be infants under the age of two.

In unique circumstances, where the parents have six or more children of their own or it is in the best interests for sibling groups to remain together, placement of additional children may occur subject to the director's approval.

#### Specialized family care homes

The maximum number of children per specialized family care home is restricted to:

    six children for Level 1, including the caregiver's own children;  
    three children for Level 2; and  
    two children for Level 3.

If a family care home has a mixed designation, the maximum number of children will be consistent with the home's highest designation.

In unique circumstances, where the parents have six or more children of their own or it is in the best interests for sibling groups to remain together, placement of additional children may occur subject to the director's approval.

A placement service plan must be completed as part of the plan of care for each child placed in a specialized family care home.

#### **PURPOSE OF THE POLICY LIMITING THE NUMBER OF CHILDREN IN A FOSTER HOME**

The policy limiting the number of children placed in foster homes is based on two primary considerations: the needs of the child and the

capacity of the caregiver to provide the necessary services. An additional consideration is the principle of placing children in a family-like setting, as opposed to a group home or institution-like setting.

Recent incidents in foster homes with multiple placements, both in British Columbia and Alberta, where children have been seriously hurt or have died, have raised concerns about the quality of care in homes where the number of children has exceeded policy.

Research has shown that, after controlling for child and family characteristics, the likelihood and frequency of corporal punishment from caregivers increases as the number of children in the home increase. Interactions become more complex as the number of children increases. Policy and standards regarding the quality of care children receive when there are multiple placements in a carehome is reinforced when considering an exception to policy.

## **EXCEPTIONS TO POLICY**

Any variance from the policy must assure that the health, care, safety, protection and supervision of the child are maintained. In addition, the caregiver must be able to meet the requirements of the Family Care Home Agreement and have sufficient time to adequately care for each child according to their plan of care.

Decisions on placing multiple children in a carehome is assessed on:

- the foster caregiver's capacity to adequately care for all children/youth placed in the carehome; and,
- congruency with the child's written comprehensive plan of care, and ensuring that the placement is in the child's best interest. The child's care plan should include the future placement options for the child.

## **ACCEPTED CIRCUMSTANCES**

The following are appropriate situations for considering an exception to policy:

- the placement of sibling groups<sup>1</sup> (Other than sibling groups, any exception is considered a short-term arrangement and children are placed in a more suitable resource as quickly as possible);
- placement of children in a home in which they have lived previously;
- foster children with children;

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<sup>1</sup> A good source of information on placing sibling groups is:  
[http://www.casey.org/cnc/policy\\_issues/siblings.htm](http://www.casey.org/cnc/policy_issues/siblings.htm)

- short term emergency placements; or
- provision of short-term respite.

## **CRITERIA TO CONSIDER FOR MULTIPLE PLACEMENTS THAT EXCEED POLICY LIMITS**

### **a) CONSIDERATION OF AGE**

When exceeding the number in policy, age must be considered as a factor. The following is a guide to determine the numbers and ages of children in a foster home:

- if four pre-school children are in the home, no more than two may be under 24 months of age; OR,
- three children under 30 months of age may be placed if there are no other pre-school children in the home. No more than two may be under 24 months of age.

### **b) DETERMINING FOSTER HOME CAPACITY**

A comprehensive interview is the best way to assess the caregiver's capacity to care for children.

The capability of the foster parents to provide care is based on an assessment of the foster family that considers the following:

1. The foster parent's capability to provide care including an evaluation of the caregivers' health, strength and mobility;
2. the number, chronological and functional age, and characteristics and needs of the children currently under the care of the foster parents, which includes an assessment of the foster parent's own children under age 19, all other children under age 19 receiving full-time care, and children receiving day care services in the foster home;
3. potential changes in interactions of the parents and children (including the foster family's own children) that may be created as a result of this combination of children and the impact of such changes. Assessment of impact should consider behavioural, developmental, medical, psychological, social and personal safety issues;
4. the characteristics, limitations and responsibilities of the caregivers and their ability to care for the number and mix of children in light of their experience, training, skills, abilities and personal supports;
5. other responsibilities that the foster parent may have such as care of dependent family members, work outside the home or baby sitting other children;
6. additional supports the foster family may require to meet the needs of the increased number of children and the plan for implementing such supports, which include but are not limited to increased contacts by

- the foster home support worker, respite, in-home help for housekeeping or child supervision and care;
7. the caregivers' ability to appropriately care for and adequately supervise the children currently in the home, as well as their ability to care for and supervise the ages, needs and behaviours of the children who may be placed in the foster family home;
  8. the number of foster parents in the home and the availability and experience of child care assistants; and,
  9. the amount of space available, including appropriateness of sleeping arrangements and ability to evacuate all children in the event of an emergency.

The worker documents that he or she has conducted at least a basic assessment of:

- the foster home;
- all children currently in the home; and,
- the children to be placed in the home.

This assessment should consider behavioural, developmental, medical, social, psychological and safety issues.

When determining how many children a foster family home may accept for care, consider reducing the number when the foster, adopted or biological children have significant developmental, emotional, behavioural or medical needs that require specialized care. Since some children/youth require greater individualized attention, fewer children are cared for in foster homes providing care for infants, children or youth with therapeutic or special needs.

Another consideration is to ensure that there are a sufficient number of suitable adult caregivers to provide proper care and supervision to children or adolescents with complex health needs.

## **APPROVAL LEVEL**

Exceptions are only provided by Regional Executive Director or designate approval, and require review and renewal every six months or more frequently at the request of the director.

## **RECOMMENDED STANDARDS**

- The number of children placed in a foster home is based on the assessed capacity of the foster home and the needs of the children.



- Each region/office establishes a system for tracking placements that is current at all times to ensure a review of the home occurs every six months.
- The number of supervisors and workers responsible for placements is limited to ensure accuracy of placement information and consistency in placement decisions.
- Each region/office designates a primary worker for each foster home. The worker is responsible for monitoring the standard of the home and assessing the impact of placements made in that home.
- In consideration of exceeding the policy limit, the foster home is assessed from a total family systems perspective and not solely on the basis of the child(ren) proposed for placement.

## **REVIEWS AND REPORTS**

Ideally, homes with capacity beyond the policy limit are visited once a month and a worker regularly assesses the progress of children in care and foster families.

Carehomes with an exception to policy are reviewed every six months or more frequently at the discretion of the director. The review focuses on the health and safety of the child, as well as their progress toward meeting developmental outcomes. The ability of the caregiver to provide the needed services is also assessed, along with the ability of the carehome to support a higher bed capacity.

Regional Executive Directors or their designate, resource supervisors and foster home workers regularly review and report on the activity level and history of homes that exceed the policy limits. These reviews consider factors such as the:

- frequency the region exceeds the policy for placement of children in a foster home;
- homes which are frequently approved for more children than the policy limit; and,
- circumstances under which approvals are granted.

## **PRACTICE GUIDELINE FOR EXCEPTIONAL ONGOING MONTHLY PAYMENTS ON FAMILY CARE HOME AGREEMENTS**

### **INTRODUCTION**

Some service providers require additional funding beyond the family care home payment to meet the needs of the child or youth in their care. One-time only payments are currently available, but they are not meant to fund known, ongoing exceptional costs. However, some caregivers require ongoing monthly payments, for example to pay for shelter, transportation, relief, day care or child and youth care workers directly related to a child in their care. In some cases, foster parents were contracted through a Client Service Agreement to cover these costs, which resulted in their losing the advantages of the Family Care Home Agreement. (See Practice Guideline: *Client Service Agreements and Family-Model Carehomes*).

The system will now have the ability to generate monthly payments to cover the known ongoing exceptional costs of service providers with Family Care Home Agreements. The amount is based on the needs of a specific child and negotiated with the service provider, but must fall within an accepted pricing range.

### **CHILD, FAMILY AND COMMUNITY SERVICE POLICIES THAT APPLY TO THIS GUIDELINE**

- Volume 2: 4.4
- Volume 2: 7.3
- Volume 2A: 10.4-5 and 10.4-13 (2001-Jan-01)
- Volume 2A: 10.4-9 and 10.4-14 (2001-Jan-01)

### **WHAT IS THE PURPOSE OF THIS GUIDELINE?**

This guideline outlines:

- how to assess the need for an ongoing additional payment;
- the payment amounts;
- the obligations of the caregiver receiving payment for ongoing support services; and,
- the review process.

### **Practice Guideline:**

## ASSESSING THE NEED FOR ADDITIONAL PAYMENTS

The family care home payment is intended to cover all the costs of a child's day-to-day needs. This payment is reviewed first to ensure that it has either been expended or committed.

If there is need for a supplementary payment, the worker determines if it is an exceptional circumstance and whether it can be paid through a one-time-only payment. Refer to Volume 2A: 10.4-5 and 10.4-13 (2001-Jan-01) for policy on these payments.

## PAYMENT AMOUNTS

If the payment is needed on an ongoing basis to implement the child's plan of care, the relevant manager can approve an ongoing monthly payment. The payments are intended to be time-limited and linked to the needs of a specific child. The amount is based on an appropriate range of cost.

The amount is negotiated using the following criteria:

- Availability of funds in the regional budget.
- Shelter - This is to be used when the caregiver in a municipality with higher than average rent costs must find an alternate accommodation in order to care for the child, and the cost cannot reasonably be met within his/her budget. Shelter costs can be paid to caregivers in high rent communities that have been identified on an annual basis through an analysis of CMHC data. Payment should be made only after a review of the foster parent's current payments to determine if the amount can be accommodated within the existing monthly payment.

Communities eligible for the shelter assistance as of August 1, 2002 are: **City of North Vancouver, City of Vancouver, City of Victoria, North Vancouver District and Oak Bay.**

- Transportation - use the amount in policy in Volume 2A: 10.4-5 (2001-Jan-01), 20 cents per kilometre.
- Relief - use the amount in policy in Volume 2A: 10.4-9 and 10.4-14 (2001-Jan-01).
- Day Care - use the amount approved in the region.
- Child and Youth Care Workers - use the amount determined by the region, and no higher than the rate paid by existing regional Child and Youth Care Worker contracts.

Note: If not manually terminated, the service payment continues when the child leaves the home. As these payments are meant to be supportive of a specific child's needs, the payment must be cancelled

when that child leaves the home. The RAP system will generate a reminder to review the payment when the placement changes.

### **CAREGIVER'S RESPONSIBILITIES AS AN EMPLOYER**

Foster caregivers are responsible to ensure they meet the requirements for WCB, insurance, income tax, Employment Insurance and other external authorities. Caregivers who are receiving exceptional ongoing monthly payments to employ Child and Youth Care Workers or relief workers should be advised of their obligations, as outlined in the sample letter *Caregiver's Obligations as an Employer*.

### **REVIEW PROCESS**

In all cases, the manager reviews the payment every six months or more frequently if determined by the manager.

## **APPROVAL PROCESS FOR SKILLED CAREGIVERS IN THE FAMILY CARE HOME MODEL**

### **INTRODUCTION**

There are situations when a contract must be made with a highly skilled caregiver to provide foster care for a child or youth with particular, exceptional needs. For example, a nurse may be required to provide care for an infant with complex health needs.

There have been questions about the approval process for these caregivers and whether they can enter directly into the levels system without prior foster care experience.

Questions have also been raised about how best to contract with these service providers. In some cases, the payment within the levels system is not considered sufficient compensation for these professionals. Client Service Agreements have been used in the past to contract, which means the providers are outside the Family Care Home system. However, there are advantages to these service providers being included in the Family Care Home system. For example, they would be eligible for the Caregiver Legal Indemnity and for foster care rate increases.

### **APPROVAL PROCESS FOR SKILLED CARE GIVERS**

Skilled caregivers who apply to become foster parents can enter the levels system once they have been assessed and approved as a regular home, and have been assessed and meet the criteria for a specialized family care home. The policy in Volume 2A: 10.1-4 states that “Almost all applicants for Specialized Family Care are already approved as Regular Family Care Homes. If not, the applicant is assessed and approved as a Regular Family Care Home before being approved as a Specialized Family Care Home.”

This policy does not mean however, that the caregiver must have experience as a regular Family Care Home provider, only that they are assessed and approved.

The reason for first having to meet the regular family care home criteria is because that process provides a basic, generic assessment that covers all of the mandatory requirements for fostering.

The assessment and approval process can take place over a relatively short period of time. Although it is often preferable to have foster care experience, it is not mandatory. The applicant can meet the criteria for

child-related experience other ways, for example caring for their own children or caring for children in other types of settings. The level 3 assessment includes a measurement of strengths in leadership, teaching and supervision that are equivalent to the high level of skill professional caregivers would bring to fostering. In most cases it is possible to place foster parents with a professional background in child care, teaching or nursing on a Specialized Family Care Home Agreement.

## **MODIFICATIONS TO THE FAMILY CARE HOME PAYMENT SYSTEM**

Modifications to the Family Care Home model and the RAP system have made the payment system more flexible. It is now possible to pay exceptional ongoing monthly payments for known expenses, for example to pay for additional relief. This will provide additional funding for the caregiver to purchase needed services, based on the child's plan of care. Multiple one-time-only (OTO) payments or the use of a Client Service Agreement will no longer be the only options to authorize these additional payments. (See Practice Guidelines: *Exceptional Ongoing Monthly Payments on Family Care Home Agreements*).

This change should mean that more skilled service providers can be accommodated on Family Care Home Agreements.

## **PRACTICE GUIDELINES FOR APPLICATION OF THE 60 DAY NOTICE CLAUSE IN THE FAMILY CARE HOME AGREEMENT**

### **INTRODUCTION**

Both parties to a Family Care Home Agreement, the Director and the caregiver, have responsibilities in giving notice, as laid out in the Agreement.

### **WHAT IS THE PURPOSE OF THIS GUIDELINE?**

This Practice Guideline outlines when it is appropriate to provide the 60 day notice specified in Section 11.01 of the Family Care Home Agreement.

### **CHILD, FAMILY AND COMMUNITY SERVICE POLICIES THAT APPLY TO THIS GUIDELINE**

Volume 2A 10.3: Family Care Homes: contracting **(Note - this is out-of-date - refers to 30 days notice. The notice period in the new Family Care Home Agreement was changed to 60 days.)**

### **FAMILY CARE HOME AGREEMENT**

The sections and clauses of the Family Care Home Agreement that refer to ending the agreement are Section 11, 11.01-11.05 and Section 12, 12.01-12.02.

### **SEPARATE BUT RELATED PROVISIONS**

Several provisions also relate to giving notice on a Family Care Agreement. These are:

- Family Care Home Agreement
  - Schedule A - Services Schedule - Part II: Miscellaneous Provisions, 4 (a) and 4 (b)
  - Schedule D - Obligations of the Caregiver, 9 (r)

## **Practice Guideline:**

### **ENDING A FAMILY CARE HOME AGREEMENT**

The three ways a Family Care Home Agreement can be ended are:

1. For cause - based on breach by either party of a material term and written notice that Agreement will terminate immediately or at some future date - section 11.01 (a);
2. On notice - before end of term of Agreement after providing 60 days notice - section 11.01 (b); and,
3. Term of Agreement is up and no renewal.

### **RATIONALE FOR 60 DAY NOTICE**

The notice period was increased to 60 days (from 30 days in 2000) because the ministry recognizes that long-term foster parents have come to rely on foster care service payments and require some time to reorganize their financial affairs after fostering.

### **APPLICATION OF 60 DAY NOTICE**

If the contracting relationship between the Director and the Caregiver is to be ended, written notice of at least 60 days is required for termination without cause.

Notice can be given for any reason at any time. For example, if unsure that breach of a material term can be proven but confidence in Caregiver has been lost, the 60 day notice provision can be used.

The notice must be in writing and delivered personally, by courier or prepaid registered mail.

Placements can be moved, and can also be made, during the notice period.

60 day notice is not required when an Agreement ends and the intention is to continue the contracting relationship.

### **AGREEMENT TERM ENDS & INTENT IS NOT TO CONTINUE THE CONTRACTING RELATIONSHIP**

If the Agreement term ends and the intent is not to continue the contracting relationship, the 60 day notice is not required. However, it is a courtesy to give appropriate notice that the contracting relationship will not be continued. In most cases, discussions will have already occurred about why the Agreement is not being renewed.



## **MULTIPLE FAMILY CARE HOME AGREEMENTS WITH THE SAME FOSTER HOME**

In some cases, a foster home will have more than one Family Care Home Agreement (FCHA) (e.g. child-specific FCHA agreements). When the term of one of the Agreements expires, and is not going to be renewed, 60 day notice is not required. However, if one of the Agreements is to be terminated without cause prior to the end of its term, even though the other Agreements remain, 60 day notice is required on the Agreement being terminated without cause. When possible, bed-specific FCHAs should be used, as capacity can be added or subtracted through Modification Agreements.

## **PAYMENT IMPLICATIONS**

The 60 day notice applies to all homes contracted through a Family Care Home Agreement (when an agreement is to be ended without cause and prior to the end of its term); however the financial implications are different for Restricted, Regular and Level 1 homes. For Restricted and Regular homes, there is no service payment so when a child leaves the home, payment ceases. Level 1 Agreements pay both the service payment and the family care rate on a per diem basis. Thus, when the child leaves the home, both payments cease. Children can be moved from the home prior to the ending of the notice period.

## **MOVING A CHILD**

The Agreement does not terminate when a child is moved (unless the move is caused by a breach of the Agreement). With both child-specific and bed-specific Agreements, a new child may be placed in the home. 60 day notice is not required.

If the Caregiver requests the move, the Caregiver is required to give two weeks notice in advance of the effective date of the change (except on rare occasions where there may be an urgency to moving the child, such as an immediate health or safety issue, that precludes the caregiver giving two weeks advance notice). Specific situations should be reviewed and decisions made on a case-by-case basis.

**APPENDIX A  
FREQUENTLY ASKED QUESTIONS  
ABOUT APPLICATION OF THE 60 DAY NOTICE**

<b>Is 60 Day Notice required when:</b>	<b>Answer</b>
1. Caregiver wishes to stop fostering at end of Agreement term.	60 day notice not required (but a courtesy to give appropriate notice that contracting relationship is ending). Two week notice is required from the Caregiver to move the child.
2. Caregiver wishes to stop fostering before the end of Agreement term.	Caregiver is required to give at least 60 days written notice.
3. Caregiver wishes to take a two to three month break from fostering, but Agreement term does not end for several months.	Caregiver is required to give at least 60 days notice prior to taking the break. The Agreement would be terminated. A new Agreement would be required once the break had ended.
4. Caregiver, with placements, wishes to take a one month break from fostering, but Agreement term does not end for several months.	Substitute care approved by MCFD, but paid by Caregiver. Agreement continues.
5. Caregiver, without placements, wishes to take a one month break from fostering, but Agreement term does not end for several months.	Caregiver should give 60 days notice (during which time placements could be made) but as there are no current placements it makes sense to terminate the Agreement by mutual consent. A new Agreement would be started at the end of the Caregiver's break.
6. Caregiver with one placement would like child moved before the end of the Agreement term.	Two week notice is required from the Caregiver to move the child (except in urgent situations). The Agreement is still in force, another child can be placed in the home.

<b>Is 60 Day Notice required when:</b>	<b>Answer</b>
	If the Director wishes to end the contracting relationship before the Agreement's term has expired, 60 day notice is required.
7. Caregiver with a multiple-bed Agreement would like to change their bed-capacity (increase or decrease).	Modification Agreement. Not ending Agreement - 60 day notice not required.
8. Director would like to change the bed-capacity (increase or decrease) of a Caregiver with a multiple-bed Agreement.	Modification Agreement. Not ending Agreement - 60 day notice not required.
9. Caregiver with multiple child-specific Agreements would like one less child (before the end of the Agreement's term).	This is a bit different because the contracting relationship will still continue with the other Agreements. Because of the wording of the Agreement, the Caregiver is required to give 60 days notice. When possible, bed-specific Agreements should be used as capacity can be changed through Modification Agreements.
10. Caregiver with multiple child-specific Agreements would like one less child (before the end of the Agreement's term); then accepts an additional child within the 60 day notice period.	Add new placement to the existing Agreement, then use a Modification Agreement to extend term (but not with Restricted foster homes as the child is named on the Agreement).
11. Agreement term ending, won't be renewing.	60 day notice not required. Courtesy to give appropriate notice that contracting relationship will not be continued. In most cases, discussions will already have occurred.
12. Planned move; another child will be placed.	60 day notice not required.
13. Planned move of all	60 day notice not required.

<b>Is 60 Day Notice required when:</b>	<b>Answer</b>
<p>placements at end of Agreement term; Caregiver does not want another placement.</p>	
<p>14. Planned move of all placements before end of Agreement term; Caregiver does not want another placement.</p>	<p>Caregiver required to give 60 day notice. If Caregiver does not give notice, the Director's payment obligation ends when the last child is moved. (Not willing to accept another placement is a breach of a material term of the Agreement). If Caregiver does give 60 day notice, placements can stay in the home until end of the notice period; or new placements can be made during the notice period.</p>
<p>15. Director has decided to end the contracting relationship with a foster parent at the end of their Agreement.</p>	<p>60 day notice not required. Discussions should have occurred with the Caregiver about why the contracting relationship will not be continued.</p>
<p>16. Director has decided to end the contracting relationship with a Restricted or Regular or Level 1 foster parent before the end of their Agreement (but no breach of contract).</p>	<p>60 day notice is required, but no payment implications because these agreements have only variable payments. Placements can be moved prior to the end of the 60 day notice.</p>
<p>17. Director has decided to end the contracting relationship with a Level 2 or Level 3 foster parent before the end of their Agreement (but no breach of contract).</p>	<p>60 day notice is required. Placements can be moved prior to the end of the 60 day notice, but service payments will be made for the 60 day notice period.</p>
<p>18. A temporary foster home is needed, but only for a few months.</p>	<p>60 day notice is not required. The Agreement will terminate at the end of its term. Both parties should be aware of the short-term nature of the Agreement. There is not a minimum term that</p>

<b>Is 60 Day Notice required when:</b>	<b>Answer</b>
	an Agreement must be written for - i.e. an Agreement can be for one month if that is what is required.