

Schedule D

Obligations of the Caregiver

Date:

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.

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;
 - (d) 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).