

<b>Child Protection Act R.S.P.E.I. 1988, Cap. C-5.1</b>	<b>Program</b>	<b>Foster Care</b>	
	<b>Subject</b>	<b>Foster Care Contracts</b>	<b>Policy # 3.1</b>
<b>Effective Date: April 1, 2003</b>		<b>Authorized by: Carol Anne Duffy</b>	
<b>Revised Date: May 7, 2014</b>		<b>Deputy Minister</b>	

## 1.0 PURPOSE

- 1.1 The Foster Care Contract affirms the legal relationship between the Director of Child Protection and the Foster Parent(s).

## 2.0 POLICY STATEMENT

- 2.1 The Foster Care Contract is a legal agreement between the Director of Child Protection and the Foster Parent(s) authorizing the Foster Parent(s) to provide care to children in the legal custody and guardianship of the Director of Child Protection within the intent and purposes of the *Child Protection Act & Regulations*. Children in the legal custody and guardianship of the Director of Child Protection can only be placed in foster homes having a current and valid contract.
- 2.2 The Director of Child Protection has no legal authority to delegate guardianship to Foster Parents, therefore, the Director of Child Protection retains guardianship and the legal responsibility for the child.
- 2.3 The Foster Care Contract is entered into willingly and founded on the principles of informed consent. No Foster Parent(s) should enter into the Foster Care Contract unless fully informed about, and accept the expectations and accountability of, the agreement. This includes an open and collaborative working relationship with the Director of Child Protection and employees of Child & Family Services. Mutual responsibility and accountability are critical.
- 2.4 Prior to entering into a Foster Care Contract, the Child Protection Resource Social Worker, in consultation with the Child Protection Resource Supervisor, must ensure the Foster Parent has successfully completed the:
- Foster Home Assessment
  - Foster Parent Preparation Group

- 2.5 Foster Parent(s) are assessed based on factors such as skills, experience, knowledge of child development and needs, availability for placement and support network. Financial compensation is based on the assessed Level Classification of the Foster Parent(s).
- 2.6 The initial Foster Care Contract is entered into for a maximum of twelve (12) months. Foster Parent(s) will be initially contracted at Level 0 with no Level payment until they have successfully completed a probationary period of not less than ninety (90) days of placement of a child in care. This contract can be terminated at any time in accordance with this policy.
- 2.7 Upon completion of ninety (90) days of probation, the Director of Child Protection may require an additional thirty (30) day extension of the probationary period to further assess suitability.
- 2.8 A Level Classification assessment must be completed after successful completion of the probationary period and one (1) year of contract at Level One. The Level Classification is to be reassessed each year prior to contract renewal.
- 2.9 In the event the Foster Parent(s) and the Child Protection Resource Social Worker are unable to reach agreement on any aspect of the contract, including the Level Classification, there will be no contract for service.
- 2.10 If the Director of Child Protection determines that a Foster Care Contract is not appropriate or will not be renewed, any children placed in the home at the time will be immediately moved to another contracted foster home. Following the child(ren)'s removal and/or at the determination of the Director of Child Protection, the Foster Parent(s) will be notified in writing of the reason for termination of the contract.
- 2.11 There is no obligation for the Director of Child Protection to contract for services beyond the term of each contract.
- 2.12 When a Foster Parent signs the Foster Care Contract, the Foster Parent(s) is considered available for placement. A signed original contract will be provided to the Foster Parent(s).

#### **Initial Contract with Foster Parent(s)**

- 2.13 The Child Protection Resource Social Worker will meet with the Foster Parent(s) to explain the contract process and the probationary period which requires completion of no less than ninety (90) days of placement.
- 2.14 In the event placement is required prior to completion of a Foster Parent Preparation Group, the Director of Child Protection will be consulted. Upon approval of the exception by the Director of Child Protection, a contract can be entered into and the probationary period begun with the Foster Parent(s). The Foster Parent(s) must complete the next available Foster Parent Preparation Group.

- 2.15 Upon completion of ninety (90) days of probation, the Child Protection Resource Social Worker will meet with the Foster Parent(s) to review their experience and determine:
- the Foster Parent(s) have successfully completed the probationary period; or
  - an additional thirty (30) day extension of the probationary period is required to further assess suitability; or
  - the Foster Parent(s) probationary period has been unsuccessful.
- 2.16 The Child Protection Resource Social Worker, in consultation with the Child Protection Resource Supervisor, will determine whether or not a new Foster Care Contract can be entered into. If a new Foster Care Contract is not appropriate, any children placed in the home at the time will be immediately moved to another contracted foster home. Following the child(ren)'s removal and/or at the determination of the Director of Child Protection, the Foster Parent(s) will be notified in writing of the reason for termination of the contract and a copy will be placed in the Foster Parent file.
- 2.17 Upon successful completion of the probationary period, the Child Protection Resource Social Worker will meet with the Foster Parent(s) within ten (10) business days to complete a new one year contract and assign a Level 1 Classification.

#### **Renewal Contract with Foster Parent(s)**

- 2.18 Thirty (30) business days prior to the expiry date of the existing contract, the Child Protection Resource Social Worker will meet with the Foster Parent(s) to explain the contract renewal process. The Child Protection Resource Social Worker will complete the Level Assessment and review in detail the non-negotiable criteria. Documentation of this meeting will be included in the Foster Care file.
- 2.19 Based on the Level Assessment and Foster Parent(s) availability, the Child Protection Resource Social Worker will make a Level Classification recommendation and forward to the Child Protection Resource Supervisor for approval.
- 2.20 The Child Protection Resource Social Worker will advise the Foster Parent(s) of the Level Classification and arrange to meet within ten (10) business days to complete the Foster Parent Contract.
- 2.21 The following must be completed for the Foster Parent Contract:
- Print three (3) copies of the contract
  - **DO NOT** fill in the date at the top of the contract or the date on the signature page of the contract. This will be completed by the Director of Child Protection as the last signatory to the contract and will become the effective date of the contract

- Foster Parent(s) initial and date each page of the contract on the lower left hand side of all copies
- Foster Parent(s) sign the final page of the contract of all copies
- Child Protection Resource Social Worker must witness the Foster Parent(s) signature and sign the appropriate signature line on the last page of all three (3) copies
- Child Protection Resource Social Worker will forward all three (3) copies of the Foster Care Contract, as signed by the Foster Parent(s), to the Child Protection Resource Supervisor for review. Pending approval, the Child Protection Resource Supervisor will then forward all three (3) copies of the Foster Care Contract to the Provincial Coordinator of Child Protection Services for review.
- Provincial Coordinator of Child Protection Services will review the Foster Care Contract, and if in agreement, will forward all three (3) copies to the Director of Child Protection for review and signature.
- Director of Child Protection will review and if in agreement, will sign and date all three (3) copies of the Foster Parent Contract. The Director of Child Protection will retain one (1) original contract for the Director's file and will return the two (2) remaining contracts to the Child Protection Resource Supervisor.
- Within five (5) business days of receiving the signed Foster Parent Contract from the Director of Child Protection, the Child Protection Resource Supervisor will ensure one (1) signed original contract is provided to the Foster Parent(s) and will document this in the Foster Care file. The third copy of the signed original Foster Parent Contract will be placed in the Foster Care file.

### **3.0 REFERENCES**

Foster Care Contract 3.1

Level Classification Assessment Process 3.3

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### **HISTORY:**

May 7, 2014 - Editorial and format changes; 2.18 changed from one month to 30 business days