



**Choices Child and  
Adolescent Services Ltd.**

## **PROGRAM SERVICE AGREEMENT**

**BETWEEN:**

**CHOICES CHILD AND ADOLESCENT SERVICES LTD.  
(also referred to as “Choices”)**

**- and -**

**(also referred to as the “ ”)**

WHEREAS wishes to retain Choices for the provision of resource services on the terms and conditions that follow and Choices is willing to provide such services;

AND WHEREAS words that are capitalized have the meaning ascribed to them in the definition and other provisions of this Agreement;

### **1. DEFINITIONS**

In this agreement, the following words have the following meanings:

- (1) “Admission Date” means the date upon which a Child is admitted to the Program.
- (2) “Advocate” means a representative of the Office of Child and Family Service Advocacy as set out in the CFSA.
- (3) “CFSA” means the *Child and Family Services Act*, RSO, 1990 c. C. 11 and any amendments made thereto.
- (4) “Child” means any ward in the care and/or supervised by the CAS who may be, is or has been admitted to the Program. “Children” has a corresponding meaning.
- (5) “Emergency After Hours Worker” or “On Call” means any employee of the CAS who is assigned to respond to requests for service during non-business hours.
- (6) “Ministry” means the Ministry of Community, and Social Services of Ontario.
- (7) “OHIP” shall have the meaning Ontario Health Insurance Plan.
- (8) “Supervisor” means the Social Work Supervisor from the CAS designated as responsible for Outside Placement Resources and/or responsible for the “Social Worker”
- (9) “OPR Liaison” means the Social Worker from the CAS designated as responsible for an Outside Placement Resource.

- (10) "Parent" is as defined in Section 37(1) of the CFSA.
- (11) "Placement Office" and/or "Placement Unit" means the unit of the CAS, which is responsible for the placement of Children and Youth in the care of the CAS.
- (12) "Plan of Care" refers to that which is identified in the CFSA
- (13) "Pre-Admission Package" shall have the meaning as outlined in accompanying documentation.
- (14) "Regulations" mean the regulations made under the CFSA.
- (15) "Program" means the residential program for youth, which is operated by Choices and any authorized representative of the Program.
- (16) "Social Worker" means the Social Worker and/or the Child Protection Worker employed by the CAS (or his/her designate) who is currently assigned to the Child.
- (17) "Youth" means any ward of the CAS or person supervised by the CAS.

## **2. PURPOSE OF AGREEMENT**

This Agreement recognizes the working relationship between the CAS and Choices in provision of quality care to Children and Youth.

## **3. AGREEMENT TO BE BOUND**

Choices and the Program acknowledge and agree to be bound by the CFSA, Regulations and all reasonable directives issued by the Ministry pursuant to the CFSA and/or the Regulations. Choices further acknowledges and agrees to be bound by all terms and conditions of its license, including, without limitation, its obligation not to exceed the number of licensed beds offered in the residential program.

## **4. TERM OF AGREEMENT**

Subject to the following, this Agreement is in effect from 01/09/04 to 01/09/05. Should both parties wish to renew this Agreement, the parties agree to commence discussions and complete the Agreement at least thirty (30) days prior to the expiry of this written Agreement. In the event that a new agreement is not completed within the thirty (30) day period for any reason, the term of this Agreement shall be at an end on 01/09/05.

## **5. ADMISSION AND PLACEMENT**

### **(1) REFERRAL PROCESS**

- (a) The CAS agrees that the Placement Office will contact Choices when it intends to refer a Child to Choices; and
- (b) Choices agrees, upon notice from the Placement Office, to immediately advise if it is willing to receive any information regarding the Child.

### **(2) REFERRAL -PRE-ADMISSION PACKAGE**

Where Choices indicates that it is prepared to consider a Child for a placement, the CAS agrees that the Placement Office will supply Choices with such information regarding the Child as the Placement Office deems relevant, and as identified in the Pre-Admission Package. The CAS agrees that it will have the Placement Office to forward the Pre-Admission Package to Choices in a timely manner.

**(3) ACCEPTANCE OF A CHILD**

Choices agrees:

- (a) to advise the Placement Office by telephone within seven (7) business days of its receipt of the Pre-Admission Package if the Program will accept the Child;
- (b) if the Program will not accept the Child:
  - (i) to shred the Pre-Admission Package within seven (7) days; or,
  - (ii) immediately return the Pre-Admission Package to the Placement Office

**(4) PRE-PLACEMENT PROCEDURES**

- (a) The CAS and Choices agree to arrange for a Child, and where appropriate family members, to visit the Program before the Child is admitted to the Program; and,
- (b) The CAS agrees to ensure that every Child to be admitted to the Program is covered under the Ontario Health Insurance Plan (“OHIP”) and, if necessary, to request that a health card be obtained prior to the Child being admitted to the Program and to ensure, if applicable, that all required consent forms for the administration of psychotropic medications have been completed at the time of admission of a Child to the Program.

**(5) ADMISSION DATE**

A Child shall be deemed to have been admitted to the Program on the date when the CAS delivers the Child to the Program subsequent to the confirmation by Choices that it will accept the Child.

**(6) ADMISSION OF A CHILD**

- (a) When a Child is admitted to the Program, Choices agrees to:
  - (i) provide the Child with a complaint procedure which conforms to the requirements of the CFSA;
  - (ii) review with the Child the rights of the Child as outlined in the CFSA;
  - (iii) complete and sign and deliver to the Social Worker a Consent to Placement Agreement (Consents and Authorizations) to provide services to a Child, a copy of which is attached to this Agreement,
  - (iv) deliver to the OPR Supervisor a Consent to Placement Agreement, a copy of which is attached to this Agreement,
  - (v) within seven days, complete a clothing checklist, a copy of which is attached to this Agreement, for all Children and determine from the Social Worker whether other clothing is available; and
  - (vi) obtain approval from the Supervisor for any expenditures for clothing or other items for the Child which Choices considers necessary within thirty (30) days of the Admission Date; and
- (b) When a Child is admitted to the Program, the CAS agrees to instruct the Social Worker to:
  - (i) advise Choices of the date and results of any medical examination of the Child which occurred within the preceding thirty (30) days;
  - (ii) advise Choices of the date and results of any dental examination of the Child which occurred within the preceding six (6) month period; and,
  - (iii) deliver to, or arrange to be delivered to, Choices all clothing and belongings of the Child which are in the possession of the CAS.

**(7) DISCHARGE PLANNING**

Whenever possible, based on evaluation/assessment results Choices will attempt to outline an estimated term of placement. However, such estimations will be subject to revisions based on treatment and programming variables.

**(8) MEDICAL EXAMINATION AT TIME OF PLACEMENT**

Choices agrees:

- (a) to ensure that the Child is scheduled to have an appointment for a general medical examination by a licensed physician in accordance with the Regulations, in a timely fashion,
  - (i) within thirty (30) days of the Choices Admission Date; or
  - (ii) within 72 hours of the Choices Admission Date upon the request of the Child's Social Worker or the Supervisor;
- (b) to request a report from the physician who examined the Child and deliver a copy of the report to the Social Worker within one (1) month of the medical examination; and
- (c) to immediately advise the CAS of any serious illness or medical condition identified by the physician who examined the Child.

If the CAS has advises Choices that a licensed physician has examined the Child within thirty (30) days prior to the Admission Date, and the CAS has provided to Choices a copy of the medical report, Choices will not be required to have the Child examined by a physician.

**(9) DENTAL EXAMINATION AT TIME OF PLACEMENT**

Choices agrees to ensure that the Child is scheduled to have an appointment for a dental examination within sixty (60) days of Admission Date.

If the CAS has advised Choices that the Child has been examined by a licensed dentist within six (6) months of the Admission Date, Choices is will not be required to have the Child examined by a dentist.

**6. DURING RESIDENCY AT CHOICES**

**(1) GENERAL REPORTS**

- (a) The CAS and Choices agree:
  - (i) to, at the times indicated in this Agreement, prepare a written Plan of Care/Treatment Plan in accordance with the standard practices of the CAS as established from time to time;
  - (ii) that, for each Child, Choices will develop, in co-operation with the Social Worker, a written Plan of Care for that Child consistent with the placing agency's format, within thirty (30) days of the Child's Admission Date and every ninety (90) days thereafter. The Plan of Care shall address the Childs needs, and shall identify assessments completed, a treatment plan, and when possible an estimated term of placement or discharge plan.
  - (iii) that the development of the Plan of Care will involve the participation of the Social Worker, the Program care provider and the Child. Where deemed appropriate by the Social Worker, and clinical staff, parent(s) and/or guardian(s) may also be involved.

- (b) Choices agrees:
  - (i) That it will provide a report of the Child's progress to the Social Worker no later than one hundred and twenty (120) days after the Child is placed in the Program and shall provide a subsequent report of the Child's progress every ninety (90) days thereafter; and
  - (ii) That it will provide the Social Worker with a discharge report within thirty (30) days of discharge from the Program; and
- (c) The CAS agrees, upon admission of a Child from another Program, to provide Choices with a report within forty-five (45) days of the previous discharge.

**(2) ANNUAL MEDICAL AND EYE EXAMINATIONS AND REPORTS**

Choices agrees to:

- (a) ensure that each Child is scheduled to receive an annual general medical examination by a licensed physician;
- (b) ensure that each Child is scheduled to receive an annual eye examination by a qualified practitioner;
- (c) forward a written copy of the report from each of the examinations to the Social Worker within one (1) month of each examination;
- (d) supply a copy of any medical report which it already has in its possession to the Social Worker within one (1) month of obtaining possession of the report;
- (e) ensure that a member of Choices staff is scheduled to accompany a Child to all of the Child's medical appointments arranged by Choices unless otherwise directed by the Social Worker;
- (f) immediately inform the Social Worker or Emergency After Hours Worker when it becomes aware that a Child requires emergency medical examination and/or treatment; and
- (g) submit to the Social Worker a written incident report of any emergency examination and/or medical treatment within twenty-four hours of it receiving the written incident report.

**(3) ANNUAL DENTAL EXAMINATIONS AND REPORTS**

Choices agrees to:

- (a) ensure that each Child is scheduled to receive an annual dental examination by a licensed dentist within one (1) year of the previous dental examination;
- (b) provide a copy of each dental report to the Social Worker within one (1) month of receipt of the report by Choices.
- (c) ensure that a member of Choice's staff is scheduled to accompany a Child to any dental appointment arranged by Choices unless otherwise directed by the Social Worker; and
- (d) immediately notify the Social Worker or Emergency After Hours Worker when it becomes aware that a Child requires emergency dental treatment.

**(4) REQUESTS FOR ORTHODONTIC TREATMENT**

- (a) The CAS agrees to consider orthodontic treatment for Children and Youth who are in the long-term care of CAS (Crown Wards);
- (b) Choices agrees to forward all such requests for orthodontic treatment and dentist recommendations to the Social Worker; and
- (c) The CAS on behalf of the Social Worker, agrees that the Social Worker will, upon receipt of a request for orthodontic treatment, advise Choice's and the Program of the decision and will ensure the follow through of the recommendations of the CAS.

**(5) PSYCHOLOGICAL/PSYCHIATRIC EXAMINATIONS**

Choice's agrees that, after consulting the Child's Social Worker, it will make appropriate arrangements for the administration of psychological and/or psychiatric services for a child at a cost agreed upon between Choices and the CAS.

**(6) PSYCHOTROPIC MEDICATION**

- (a) Before administering psychotropic medication while the Child is in Choice's care:
  - (i) Choice's agrees to notify the Social Worker; and
  - (ii) The CAS, on behalf of the Social Worker, agrees that the Social worker will provide Choice's with the applicable completed Consent and Authorization for Psychotropic Medication, attached to this package.
- (b) Where the Child is already taking psychotropic medication when he or she is admitted to Choices the CAS, on behalf of the Social Worker, agrees that the Social Worker will provide Choice's with a completed Consent and Authorization for Psychotropic Medication form with written instructions regarding the proper administration of the medication;
- (c) Choice's agrees to immediately contact the Social Worker if it is advised of the fact that the Child needs psychotropic medication in an emergency. Choices and it's staff will not to the administration of psychotropic medication without the Consent of the legal guardian even if, in the opinion of a licensed physician, an emergency situation exists and the Child requires psychotropic medication; and
- (d) Choice's agrees to place a copy of the Consent and Authorization for Psychotropic Medication in the Child's file, upon receipt of the Consent from the Social Worker.

**7. ADMINISTRATION**

**(1) SCREENING STAFF AND STUDENTS**

**(e) Criminal Record Check**

- (i) Choice's agrees to ensure that a criminal record search is completed on each staff member and Student intern who may have direct contact with a Child and, upon request, to provide a copy of the results of the search to the OPR Liaison; and
- (ii) The CAS agrees to obtain the necessary consents for the release of any information regarding the request with respect to criminal reference checks.

**(2) CONFIDENTIALITY**

Choice's agrees:

- (a) that all information that it receives with respect to a Child will be kept in a central filing system of Choice's;

**(3) REPORTS**

**(a) Progress of Treatment Reports**

Choice's agrees to:

- (i) regularly advise the Social Worker, where deemed necessary by Choice's, of the Child's progress at the Program;

- (iii) once every ninety (90) days, provide a written report to the Social Worker with the respect to each Child. These reports shall include, but will not be limited to, information contained in the Plan of Care/Treatment Plan, a copy of which is attached to this package, and
- (iv) report immediately to its Ministry program supervisor, the Child's Social Worker or the Emergency After Hours Worker and document within twenty-four (24) hours after becoming aware of same, all serious occurrences as defined by the CFSA.

**(b) Report of Physical Restraint**

Choice's agrees that where it becomes aware of the fact that Choice's staff have physically restrained a Child, a report outlining how and why the Child was restrained will be completed and a copy forwarded to the Social Worker within twenty-four (24) hours of Choice's becoming aware of the same.

**(c) Report with respect to a Child's Complaint**

Choice's agrees:

- (i) to provide the Social Worker with a verbal report concerning any significant complaint by a Child within twenty-four (24) hours of receipt of the Child's complaint and
- (ii) to provide the Social Worker with a written report concerning each complaint by a Child within seventy-two (72) hours of receipt of the Child's complaint; and
- (iii) that the report prepared by Choice's will include the solution or proposed solution to the problem as identified by the Child.

**(d) Report of Abuse or Improper Behaviour**

Choices agree to establish, with the Children's Aid Society in its jurisdiction, a procedure for the investigation of abuse and/or improper behaviour in residential settings and to strictly follow that procedure.

**(4) ATTENDANCE AT COURT**

**(a) Court Dates:**

Choice's agrees to:

- (i) advise the Social Worker of all court dates for a Child within one business day of Choice's being aware of the dates; and
- (ii) ensure that the Child is accompanied by an employee of Choices at all court appearances it becomes aware of.

**(b) Subpoenas:**

Choice's agrees:

- (i) to notify the social worker within a reasonable time of becoming aware of the fact that Program staff have been subpoenaed or requested by a party other than the CAS to give evidence at a hearing with respect to a Child or the provision of service to a Child;
- (ii) to prepare written reports or affidavits for filing with the Court as requested by the Social Worker
- (iii) not to release any such reports to any other person or party or not to file them with the court without the prior approval of the Social Worker or as required by law; and
- (iv) to provide a copy of the request to the Social Worker before the report is filed in court, except as otherwise required by law.

**(c) Pre-sentence reports:**

- (i) Choices agrees to contact the Social Worker where any employee, volunteer, or direct care

- provider of Choices is requested to provide a pre-sentence report for a Child;
- (ii) Choices and the CAS, on behalf of the Social Worker, agree that upon receipt of a request to provide a pre-sentence report, Choices and the social Worker will jointly devise a plan which, in their opinion, addresses the Child's needs; and
  - (iii) The CAS, on behalf of the Social Worker, agrees that where the Child's probation officer has contacted the CAS directly to request a pre-sentence report, the Social Worker will contact Choices to arrange a meeting to jointly devise a plan for the Child.

#### **(5) SCHOOL**

Choices agrees to:

- (a) arrange, in consultation with the Social Worker, milieu and clinical team for appropriate school enrolment for the Child;
- (b) Advise the Social Worker of the dates and times of any school conferences it becomes aware of, in advance of such conferences;
- (c) Have its representative attend all school conferences it becomes aware of, including an Identification, Placement and Review Committee conference;
- (d) Use its best efforts to monitor school progress; and
- (e) Forward copies of all school documents, including report cards and notices of suspension, to the Social Worker within a timely fashion following receipt of same.

#### **8. ABSENCE FROM THE PROGRAM**

##### **(1) ABSENT WITHOUT LEAVE**

###### **(a) Notification**

Choices agrees:

- (i) to notify the CAS of a Child's absence, within three (3) hours of the time that Choices has been advised by Program staff that a Child is absent without leave from the Program;
- (ii) to contact the Social Worker during regular office hours, or the Emergency After Hours Worker after hours, between 5:00 p.m. and midnight once it has become aware of the Child's absence. and
- (iii) in cases of high risk, to immediately contact the Social Worker, or where necessary, the Emergency After Hours Worker, once it has become aware of the Child's absence.

###### **(b) Missing Persons Report**

Choices agrees:

- (i) to notify the local Police Department by filing a Missing Persons Report as soon as Choices is advised that a Child has been away from the Program without leave for four (4) hours; or
- (ii) in cases of high risk, to notify the police immediately upon Choices being advised that the Child is missing from the Program.

###### **(c) Location and Return of the Child**

Choices agrees to:

- (i) advise the Social Worker (during regular office hours) or the Emergency After Hours Worker (after hours) immediately upon it becoming aware of the location of the Child and/or the Child's return;
- (ii) advise the Program to contact Local Police Department immediately upon it becoming aware of the location of the Child and/or Child's return; and
- (iii) cancel the Missing Persons Report once the Child has been located.



Where the Child has been located and returned between 12:00 a.m. and 7:00 a.m. on weekends, the Emergency After Hours Worker can be notified in the morning. Where the Child has been located and returned to the Program after 11:00 p.m. on a weeknight, the Social Worker is to be notified the next morning.

**(d) Child At Risk**

“At risk” shall mean any of the following:

- (i) the Child is abusing prescription medication or has been using alcohol or illegal drugs while absent without leave;
- (ii) the Child is being (or has been) or there is a considered potential to be (or have been) physically, sexually or emotionally abused as defined by the CFSA while absent without leave;
- (iii) the Child has or may have contracted a sexually transmitted disease while absent without leave;
- (iv) the Child is or may be pregnant;
- (v) the Child has a prior medical condition for which he/she has not received appropriate care; and/or
- (vi) any other situation(s) deemed to be of high risk by Choices or the CAS.

Choices agrees where it, or its staff or the Program, after consultation with the child’s social worker, are of the opinion that the Child is presently at risk or was considered to be at risk while absent from the Program, to immediately, upon the return of the Child to the Program, contact the Child’s physician and arrange for the Child to be seen by the physician as soon as possible.

**e) Family Visits**

Choices agrees to make the Child available for visits with his or her family at the times and at the place ordered by the court or as determined by the Social Worker in consultation with Choices.

**9. PARTICIPATION IN RECREATIONAL/ATHLETIC PROGRAMMING**

Choices agrees to ensure that every Child has the opportunity to be involved on a regular basis with recreational/athletic/art programming in the program/community consistent with the Program.

**10. RELIGIOUS FREEDOM**

**(1) CHOICES OBLIGATIONS**

Choices agrees to allow every Child to have an opportunity to attend, or not to attend, religious services of his/her choice, subject to the rights of the Parent(s) as set out in Section 106 of the CFSA.

**(2) CAS OBLIGATIONS**

The CAS agrees to endeavour to assist the parents and the staff to ensure that the Child has the opportunity to practice his religion through the participation in religious services, festivities, holidays, prayers, clothing, diet and/or other practices as required by the religion of the Child’s choice.

**11. SOCIAL WORKER VISITS**

**(1) CAS OBLIGATIONS**

The CAS agrees to ensure that the Social Worker visits each Child

- (a) within seven (7) days of the Child’s Admission date;
- (b) within 30 days of the Child’s admission Date for the Plan of Care; and
- (c) at least once every three (3) months thereafter.

## **(2) CHOICES OBLIGATIONS**

Choices agrees to provide instructions to the Program that the Social Worker must have the opportunity to conduct its visit with the Child in private.

### **12. CHILD'S CLOTHING**

#### **(1) GENERAL CLOTHING**

- (a) The CAS agrees to ensure that any Child admitted to the Program has adequate clothing in accordance with Choices clothing checklist for the season in which the Child was admitted to the Program; and
- (b) Choices agrees:
  - (i) Where the Child requires immediate additional clothing following placement, to submit a completed clothing inventory and an estimate of funds required to the Social Worker, within thirty (30) days of the Admission Date, for approval;
  - (ii) To submit the invoice for reimbursement; and
  - (iii) That it is Choices' financial responsibility to maintain the Child's seasonal clothing needs.

#### **(2) SCHOOL UNIFORMS**

The CAS agrees to reimburse one hundred percent (100%) of the cost of two school uniforms upon receipt of an invoice.

### **13. CHANGE OF RESIDENCE OF A CHILD**

#### **(1) DISCHARGE OF A CHILD FROM THE PROGRAM**

Choices agrees:

- (a) where it is of the opinion that the placement of a Child within the Program is no longer appropriate or in the best interests of the Child, to contact the Social Worker to discuss the discharge of the Child prior to the discharge date as set out in the discharge plan;
- (b) to ensure that the Program will not discharge the child until the Social Worker has advised it that another suitable placement has been found for the Child.
- (c) To provide the clothing list to the Social Worker within one (1) week of receipt from the Program and provide the Social Worker with a discharge report within thirty (30) days of discharge.

The CAS agrees:

- (a) the Social Worker, in consultation with the Placement Unit, will ensure all necessary arrangements have been made to move the Child.

#### **(2) DISCHARGE CASE CONFERENCE**

Choices and/or the Social Worker may request a case conference be convened to discuss the discharge of the Child prior to the discharge date as set out in the discharge plan. Choices and the CAS agree that the case conference will be held within ten (10) working days of the date that Choices advises the Social Worker that it wishes for the conference to take place.

The CAS agrees:

- (a) to ensure that the OPR Liaison, Social Worker or any other person whom in the opinion of the CAS are necessary for a full discussion the Child's Plan of Care, and Aftercare Plan attend the Case conference;

- (b) the participants in the case conference shall review the placement of the Child and shall revise the Child's Plan of Care or make recommendations for the discharge of the Child from the Program as required;
- (c) where necessary, a revised date of discharge will be determined and agreed upon by the participants of the case conference.
- (d) To advise Choices how much time it anticipates will be necessary to find another suitable placement for the Child if the participants in the case conference decide that a Child should be removed from the Program.

### **(3) REMOVAL OF CHILD FROM THE PROGRAM**

If, subsequent to consultation with Choices, the CAS has determined that a Child's presence in the Program poses a serious threat to the Child or others and if other community services to maintain the Child in the Program are not available, appropriate or sufficient, the CAS shall immediately discharge the Child from the Program. Choices, on behalf of itself and the Program, agrees that it and the Program will act as the CAS may reasonably direct to facilitate this discharge and the admission of the Child to another facility. In any circumstances not described above, the CAS may remove a Child from the Program upon fourteen (14) days written notice to Choices of its intention to discharge the Child. Notwithstanding the above, the CAS may remove a Child from the Program for cause or pursuant to a court order without notice.

## **14. FINANCIAL MATTERS**

### **(1) PER DIEM RATE**

The CAS agrees to:

- (a) pay to Choices the per diem rate for each Child, which shall be the Ministry approved rate of \$301.00;
- (b) pay the Ministry approved rate for the first day a Child is placed or admitted to the Program but not to pay the Ministry approved rate for the day a Child is discharged from the Program; and
- (c) reimburse Choices monthly for each day that a Child has resided at the Program during the previous month in the following manner:
  - (i) the per diem will be net fifteen (15) days with a twenty-four percent (24%) per annum (two percent (2%) per month) charge on all overdue accounts; and
  - (ii) all miscellaneous expenses (or other expenses as defined in this Agreement), are net thirty (30) days with a twenty-four percent (24%) per annum (two percent (2%) per month) charge on all overdue accounts.

### **(2) REVIEW OF FINANCIAL STATUS**

Choices agrees to:

- (a) upon request, allow the CAS to review invoices of Choices and the Program with respect to each Child placed by the CAS at the Program;
- (b) answer any questions posed by the CAS as to the financial status of Choices and the Program;
- (c) provide to the CAS a monthly statement identifying the names of Children occupying beds in the Program and the dates such service was provided; and,
- (d) forward an invoice to CAS for all expenses incurred by Choices, including special rate agreements, for which it is requesting payment by the CAS.

### **(3) SERVICES TO BE PROVIDED**

Choices agrees to provide the following services in exchange for the per diem rate:

**Clinical Services:**

- a) Initial offence specific assessment, continual assessment related to risk, and treatment plan development.
- b) Twice weekly offence specific group therapy sessions.
- c) Individual and family therapy/education sessions as outlined in treatment plan.
- d) Ongoing psycho-educational group sessions.
- e) Risk of re-offence assessment prior to resident discharge.

**Educational Services:**

- a) Access to specialized academic training/services in on site Section 19 classroom.

**Program Services:**

- (a) food;
- (b) shelter;
- (c) transportation (as stipulated in this Agreement);
- (d) personal care products such as hygiene products and cosmetics;
- (e) non-prescription drugs
- (f) \$200.00 per annum medical/dental costs
- (g) school supplies (to a maximum of \$125.00 annually for secondary school youth; \$75.00 annually for elementary school youth), not including school uniforms;
- (h) general recreation;
- (i) local telephone calls;
- (j) program costs
- (k) birthday gifts of a minimum cost of \$35.00 per Child;
- (l) Christmas gifts of a minimum of \$65.00 per Child;
- (m) Child allowances of \$12.50 weekly
- (n) clothing allowance at \$75.00 per month for the purpose of maintaining an appropriate wardrobe for the Child but not including any exceptional clothing such as school uniforms; and
- (o) a direct care allowance of \$125.00 per annum for non-essential items necessary for the provision of appropriate care.

**(4) TRANSPORTATION COSTS**

Choices agrees it will assume the cost of the first five hundred (500) kilometres of transportation provided for a Child in each calendar year, unless otherwise negotiated for a specific child.

The CAS agrees to assume the cost of all transportation of a Child exceeding an annual cumulative total of five hundred (500) kilometres in each calendar year, at the rate of \$0.35 per kilometre.

**(5) SPECIAL ALLOWANCE**

The CAS agrees to provide a seasonal allowance (Christmas money) per Child in accordance with its policies.

**(6) OPTICAL CARE**

The CAS agrees to reimburse Choices up to \$200.00 per Child every two years for expenses incurred for optical care provided that Choices has submitted a written invoice to the CAS, unless otherwise negotiated for a specific child.

**(7) ADDITIONAL COSTS**

Choices agrees that it is responsible for the payment of any items, activities, staff, programmes, food, clothing, transportation, education, or any other expense incurred with respect to a Child in connection with its services to be provided in this Agreement, unless otherwise agreed to in writing by the OPR Supervisor.

CAS agrees to indemnify and save harmless the staff of Choices for any wilful damage caused by a Child to the property of Choices and/or staff.

**15. HOLDING RATE**

**(1) REQUEST TO HOLD PRIOR TO PLACEMENT**

Any request to hold a bed prior to a Child's planned placement with Choices must be requested in writing from the Social Worker or the OPR Liaison.

**(2) REQUEST TO HOLD BEYOND DISCHARGE**

The parties agree that Choices will only be obligated to hold a bed beyond the prescribed discharge date if the CAS specifically requests Choices to do so.

**(3) HOLDING RATE SCALE**

The following scale will be applied for the holding rate:

- (a) 100% of the per diem for the first seven days;
- (b) 50% of the per diem for days eight through fourteen; and
- (c) any days following to be negotiated.

**(4) PLANNED ABSENCE**

All planned prolonged absences from the Program such as hospital stays, open/closed custody, or extended home visits must be discussed between Choices, Social Worker and OPR Liaison prior to the planned absence.

**5) UNPLANNED ABSENCE**

Choices agrees to advise the OPR Liaison of a Child's absence no later than forty-eight (48) hours after it becomes aware that a Child or Youth is absent in cases where the absence is unexpected. On the seventh (7<sup>th</sup>) day of a Child being away without leave, Choices shall contact the OPR Liaison. The OPR Liaison, after discussion with the Child's Social Worker, will focus on:

- (a) Plan of Care and Treatment objectives;
- (b) Discharge planning;
- (c) Appropriate placement plan;
- (d) Financial implication; and,
- (e) Program input.

The OPR Liaison shall convey to Choices and the Child's Social Worker the CAS's position regarding the length of hold. Notwithstanding any other provision of this Section, if the CAS refers another Child to the Program to fill the bed vacated by a Child who is away without leave, Choices agrees not to continue to hold a bed for the Child who is away without leave.

**(16) SPECIAL RATE AGREEMENTS**

**(1) THE APPLICATION**

The CAS agrees to consider, where requested by Choices and supported by the Child's Social Worker, a special rate application, prepared in the format attached in the following situations:

- (a) where the profile of the Child in question is outside of those described in the program description; and/or
- (b) where the approved per diem is not inclusive of the extra services being considered on the special rate application.

## **(2) RENEWAL OF AGREEMENT**

Choices agrees:

- (a) where it wishes to renew a special rate agreement to deliver to the Supervisor a completed special rate application along with a progress report fourteen (14) days prior to the expiration of the preceding special rate application; and
- (b) to set out in the progress report the following information:
  - (i) specific intervention required to meet the Child's needs;
  - (ii) Child's functioning as a result of these interventions;
  - (iii) Child's progress as noted by Choices;
  - (iv) Which previously set goals have been achieved;
  - (v) Continued/new goals;
  - (vi) Anticipated length of needed additional services;
  - (vii) A plan to reduce support hours required; and
  - (viii) Overall staffing level in the Program including any special rate staffing for Children from other Children's Aid Societies.

## **(3) ADDITIONAL STAFF**

Choices agrees to be responsible for the hiring and supervision of any additional staff required to implement the services outlined in the special rate application and to be responsible for any expense incurred as a result of the hiring or supervision of any additional staff.

## **(4) INVOICES**

Choices agrees to submit to the CAS all invoices for all approved special rates on a monthly basis. Each invoice shall include:

- (a) name of child;
- (b) applicable taxes;
- (c) service(s) provided; and
- (d) the agreed upon rate.

## **INSURANCE**

Choices agrees to obtain and maintain insurance covering all risks and liability at a minimum level of two(2) million dollars. Choices further agrees that the CAS has the right to inquire at all reasonable times as to the nature and extent of the insurance in force from time to time and Choices agrees to provide such information to the CAS when requested in writing.

## **NOTICE**

Any notice required or permitted to be given shall be in writing unless otherwise noted and shall be effectively given if:

- (a) delivered personally
- (b) sent by pre-paid courier service or mail; or
- (c) sent pre-paid by telecopier, telex or other similar means of electronic communication addressed, in the case of notice to the CAS as follows

OPR Supervisor

and, in case of notice to Choices as follows:

Choices Child and Adolescent Services  
Attention: Valerie Dubs/ Doug Good  
7423 Angler Line  
Dover Centre, Ontario, N0P 1L0  
Facsimile: 519-351-8265

Any notice so given shall be deemed conclusively to have been given and received when delivered or sent by telex, telecopier, or other electronic communication or on the second day following the sending by private courier or mail.



**Choices Child and Adolescent Services Ltd.**

**PLACEMENT AGREEMENT  
(Consents and Authorizations)  
BETWEEN**

**CHOICES CHILD AND ADOLESCENT SERVICES**  
7423 Angler Line, Dover Centre, Ontario, N0P1L0  
County of Kent  
**AND**

Agency:

Address:

**CONCERNING**

Name:

Legal Status:

Birthdate

Health Card:

Placement Date:

Projected D.O.D.:

**Admission**

I herewith consent to the admission of \_\_\_\_\_ to a residence operated and maintained by  
Choices Child and Adolescent Services Ltd.

\_\_\_\_\_  
Signature of Youth

\_\_\_\_\_  
Signature of Social Worker

\_\_\_\_\_  
Signature of Parent

**Medical Treatment**

I further authorize the Operator, or his/her designate, to secure on behalf of the above-named Child, in accordance with his/her needs, all necessary emergency medical treatment.

I further authorize the Operator or his/her designate to administer prescription medication (non-psychootropic) to the above-named Child, in accordance with the instruction of the prescribing Physician.

DATE \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Guardian





**Choices Child and  
Adolescent Services Ltd.**

**CONSENT TO PLACEMENT  
AGREEMENT**

**BETWEEN**

**CHOICES CHILD AND ADOLESCENT SERVICES**

7423 Angler Line, Dover Centre, Ontario N0P1L0  
County of Kent

**AND**

Agency:

Address:

**CONCERNING**

Name:

Legal Status:

Birth date:

The Operator and the Placing Agency agree to be bound by the terms and conditions of the Program Service agreement (on file at both locations) dated \_\_\_\_\_ with respect to the placement of the Child.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Choices Director

\_\_\_\_\_  
Signature of OPR Supervisor



**Choices Child and Adolescent Services Ltd.**

**CLOTHING LIST**

Name of Child: \_\_\_\_\_

Clothing Check: Admission/Transfer/Discharge  
(circle one)

The following is the Choices Child and Adolescent Services Ltd. minimum standard of clothing for children upon admission and discharge. The list is presented in two parts- the latter portion of the list should be added to the regular clothing list for the months of October 1 to March 31.

GENERAL CLOTHING	ITEMS PRESENT	ITEMS REQUIRED	GENERAL CLOTHING	ITEMS PRESENT	ITEMS REQUIRED
4 T-shirts			1 suitcase/duffle bag		
2 casual shirts					
2 long sleeve tops					
2 sweat shirts			<b>April 1 – September 31</b>		
2 track pants			3 pairs of shorts		
3 pairs of jeans			1 bathing suit		
1 dress shirt & 1 dress pants			1 lightweight jacket		
1 pajamas			<b>October 1 – March 31</b>		
1 bath robe			4 undershirts		
7 pairs of underwear			1 winter jacket		
7 pairs of socks					
2 pairs of running shoes			1 toque		
1 pair of dress shoes			2 pairs of mitts/gloves		
1 pair of boots			1 pair of winter boots		
1 pair of slippers					

ON ADMISSION, CLOTHING NEEDS ESTIMATED ACCORDING TO CURRENT SEASON ONLY. IN ORDER TO PROCESS, PLEASE COMPLETE FORM AND SUBMIT TO PROGRAM MANAGER.

Initial Clothing Estimate: \$ \_\_\_\_\_

\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Choices Staff

\_\_\_\_\_  
Date

## Special Rate Agreement – Page 4

### Policies and procedures for Setting and Reviewing Rates for Per Diem Funded Children’s Residential Programs

12. Special Rate Agreement: some children will require specialized services that will exceed the approved per diem rate. This may involve such costs as additional staffing to provide intensive supervision to deal with severe difficulties that a child presents, extraordinary expenses associated with ongoing medical/dental needs, etc. The provision of a *special rate* applies to a specific child for whom service is being purchased, and the amount should represent the actual extraordinary costs that are incurred.

Special Rate Agreements between the operator and the placement agency should be recommended by a senior manager from the placing agency, and then submitted to the placing agency’s Program Supervisor for the PDFAs, so that they are regularly updated on the number of Special Rate Agreements that exist in each residential program. Regional offices may also choose to annually require a PDFAs to submit a list of current Special Rate Agreements at the time of licensing.

Program Supervisors are not case managers and are not involved in making individual case decisions. They rely on advice from the CAS and operator about the support needs of particular children in specific circumstances. While CAS’s are responsible for overall expenditures, the Ministry plays a role in monitoring and determining that costs are reasonable and Special Rate Agreements are used appropriately.

In determining whether the special rate is justified, Regional offices may consider whether:

- The cost of the service appears reasonable (i.e. reflects actual additional costs to the operator);
- Some or all of the special service is already, or should be, included as part of the approved rate;
- The program is changing its target group and should incorporate the new services into the program, resulting in a potential rate change (e.g. where there is a history of multiple agreements for children at this setting); and

The placing agency and operator have established specific objectives and means of ongoing evaluation of need for additional supports.