

**A LICENCE OR RENEWAL OF A LICENCE TO
PROVIDE RESIDENTIAL CARE
FORM 32**

**Child and Family Services Act
No. 11-0070**

Date of Issue: 30-Oct-2017

- Licence
 Renewal

Under the *Child and Family Services Act* and the regulations thereunder and subject to the limitation thereof, this licence is granted to:

CHILDREN'S AID SOCIETY OF THUNDER BAY

of the City of Thunder Bay of the District of Thunder Bay to provide residential care under the name of:

The Children's Aid Society of the District of Thunder Bay - Child Welfare

at 1110 Jade Court in the City of Thunder Bay in the District of Thunder Bay.

1. This licence expires on the 28th of October, 2018.
2. The maximum number of children for whom residential care may be provided at any one time is:
Not Applicable.
3. This licence is subject to the following terms and conditions:
 - (1) Terms and Conditions attached as Schedule "A".



(Signature of Director)

**SCHEDULE A:
STANDARD FOSTER CARE TERMS AND CONDITIONS**

TERM AND CONDITION ONE

The licensee shall:

- a) Have written policies and procedures regarding acceptance or rejection of applicants that specifically cover verified and suspected child abuse and neglect. The policies and procedures shall be made available to workers responsible for the foster family assessment; and
- b) Provide written policies and instruction to all foster parents during orientation regarding discipline that sets out unacceptable practices and recommendations for acceptable practices for both foster parents and workers. Unacceptable disciplinary practices shall include:
 - deliberately harsh or degrading responses that could result in the humiliation of a child or the undermining of a child's self-respect;
 - deprivation of basic needs including food, shelter, clothing or bedding;
 - extensive and prolonged withholding of emotional response or stimulation after the undesirable behaviour of the child has stopped;
 - placing or keeping a child or youth in a locked room [*CFSA*, s.127, s.1];
 - threatening removal of the foster child from the foster home in an attempt to control behaviour;
 - corporal punishment by foster parents or by another child or group of children condoned by foster parents;
 - punching, shaking or shoving or other forms of aggressive physical contact.

TERM AND CONDITION TWO

TERM AND CONDITION TWO states that once the assessment of applicants and their home is completed, the licensee shall prepare a written report. Once the decision to accept or reject the applicant is made, the licensee shall arrange to meet with the applicants within five working days. Where the applicant is approved to provide foster care, the assessment should be signed by both the foster parent(s) and the licensee and placed in the foster family's file.

TERM AND CONDITION THREE

TERM AND CONDITION THREE states that the licensee shall maintain a written file for every foster family approved as a placement for children or youth. The file shall include the following:

- a) the assessment of the foster family and their home;
- b) a copy of the foster care service agreement [*Reg. 70*, s.120(1)];
- c) a copy of the initial and subsequent assessments and annual foster home reviews, signed by both the licensee and the foster parent;
- d) a record of any complaint made by the foster parents; and
- e) a record of any investigations and results regarding a complaint against the foster family.

TERM AND CONDITION FOUR

TERM AND CONDITION FOUR states that the licensee or a person designated by the licensee shall determine that the home:

- a) Has designated spaces for informal living, dining, food preparation and storage, and separate rooms for sleeping and bathing;
- b) Is equipped with a means of maintaining a supply of heat to habitable rooms;
- c) Is in a condition free of hazards to physical safety and health;
- d) Has all firearms and weapons stored unloaded, with the trigger lock on and inaccessible to children or youth at all times. Ammunition must be stored in a locked container, separately from firearms. Firearms must also be registered as required by federal legislation;
- e) Complies with all relevant municipal by-laws as well as all rules, regulations or directions from the local Board of Health or the medical officer of health;
- f) Meets all requirements of the Fire Code under the *Fire Protection and Prevention Act, 1997* and the *Building Code Act, 1992* where applicable, such as the requirement to have smoke detectors installed and in good working order between bedrooms and common areas and on each level of the dwelling as well as placement of carbon monoxide detectors.

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TERM AND CONDITION FIVE

TERM AND CONDITION FIVE states that to protect the safety of the foster children, the licensee shall:

- a) ensure that there is a means of communicating regularly and routinely with foster parents and that every foster home has a telephone or access to a telephone except where telephone service is not available to the community;
- b) ensure, before a foster child or youth is placed, that the foster parents have a procedure for evacuating the home in case of a fire. The foster parents shall inform each foster child or youth of the exit and how to use it in case of fire;
- c) ensure that, where there is a swimming pool on the grounds of the foster home, there is evidence of compliance with all local by-laws and public health requirements; and
- d) ensure that foster parents be instructed in all the emergency procedures.

TERM AND CONDITION SIX

TERM AND CONDITION SIX states that the licensee shall complete an annual written review of each foster home following a minimum of one interview with the foster parents for that purpose. The review shall be signed by both the foster parents and the licensee and shall be placed in the foster family's file.

TERM AND CONDITION SEVEN

TERM AND CONDITION SEVEN states that the licensee shall have written policies and procedures for closing foster homes and shall provide these policies and procedures to resource workers. In most cases, closure is either voluntary or mutually agreed upon, however, in situations where the foster parents oppose the licensee's decision to close their home, the procedures shall include:

- a) a minimum of one interview with the foster parents;
- b) a letter signed by the licensee or his or her designate sent to the foster parents in accordance with any terms in the service agreement stating that their home is officially closed and that any agreements they have entered into with the licensee or its workers are terminated.

TERM AND CONDITION EIGHT

TERM AND CONDITION EIGHT requires the licensee to provide written policies stating the criteria that shall be met in the selection of a suitable placement for any child or youth.

The criteria to be used in selecting a placement shall include reference to the child's or youth's:

- a) cultural, racial, linguistic and socioeconomic background and kinship ties;
- b) religious background;
- c) development, emotional, social, medical and educational needs;
- d) interests, abilities, strengths and problems; and
- e) wishes, if they can be reasonably ascertained, and wishes of any parent who is entitled access.

Where this information cannot be obtained, the licensee shall note the reason in the child's file.

TERM AND CONDITION NINE

TERM AND CONDITION NINE states that:

- The licensee or person designated by the licensee shall meet with the foster child or youth and the foster parents as soon as possible within five days of a request for a change in placement by the foster parents and/or the child or youth is to determine whether a change in placement is needed.
- A licensee or a delegate shall begin to prepare the foster child or youth and foster family for any change in placement as soon as possible after the decision for placement change is made. Such preparation shall include at least one meeting of the licensee or delegate with the foster child and the foster parents before the move is made.

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- Where a child or youth is objecting to his or her placement the licensee or person designated by the licensee shall inform the child or youth of his or her right to a review by a Residential Placement Advisory Committee, in accordance with Sections 34, 35 and 36 of the *CFSA* [*CFSA*, Part V, s.108].
- A decision to move the child or youth shall be made by the licensee or a worker in conjunction with the placing agency where a Residential Placement Advisory Committee has not been involved.
- A record of the process by which the child or youth and the foster family were prepared for the placement change shall be made in the child's or youth's file.

TERM AND CONDITION TEN

TERM AND CONDITION TEN requires the licensee to keep an up-to-date list showing the number and location of beds available for emergency placement, and to make this list available to resource workers.

TERM AND CONDITION ELEVEN

TERM AND CONDITION ELEVEN states that the licensee shall:

- a) Have written policies and procedures for the investigation of complaints about foster parents' actions that contravene Term and Condition One (unacceptable disciplinary measures) and shall make these available to workers and foster parents during orientation.
- b) Respond to every complaint against a foster family concerning the care of their foster child or youth within 24 hours of receiving the complaint and begin an investigation within five working days if warranted. The results shall be reported to the foster parents within five working days of concluding the investigation and shall be recorded in the foster parent's file. The recording shall include:
 - the circumstances of the complaint that warranted the investigation;
 - who is to be involved;
 - the way in which the investigation was conducted;
 - the recommendation;
 - the action taken.

TERM AND CONDITION TWELVE

TERM AND CONDITION TWELVE states that the licensee shall report to the ministry and to the placing agency all serious occurrences as soon as possible and no later than twenty-four hours after the occurrence, and shall train the foster parent to report serious occurrences immediately to the licensee. Serious occurrences may include:

- a) the death of a child or youth in foster care;
- b) serious illness, serious injury or unplanned hospitalization of a foster child or youth;
- c) allegation of abuse or mistreatment of a foster child or youth (as defined in the *CFSA*);
- d) disaster on premises such as fire or other serious occurrence involving or affecting a foster child or youth
- e) missing child or youth;
- f) any use of a physical restraint of a child or youth in a foster home;
- g) apprehension by the police and/or a charge under the *Youth Criminal Justice Act* or the *Provincial Offences Act*;
- g) Abuse of alcohol or drugs by the foster child or youth;
- h) Complaint about a service standard; and
- i) Complaint by or about a child or youth.

The licensee shall provide emergency telephone numbers to the foster parent for use in reporting serious occurrences that take place outside of regular business or office hours.

In the case of the death of a child or youth while in foster care, the licensee must notify the Coroner's Office in specified circumstances [*CFSA*, s.72.2].

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The licensee is also required to report to the ministry all Enhanced Serious Occurrences within three hours of deeming the incident enhanced. Criteria for Enhanced Serious Occurrence reporting are as follows:

- Emergency services, e.g., police, fire and/or ambulance services are used in response to a significant incident involving an MCSS and/or MCYS client, **and/or**
- The incident is likely to result in **significant** public or media attention.

All service providers must have procedures in place to ensure there is a **designated authority** available, at all times, who will determine if an incident requires Enhanced Serious Occurrence reporting.

TERM AND CONDITION THIRTEEN

TERM AND CONDITION THIRTEEN states that the licensee shall begin an orientation for new foster parents prior to the placement of the first foster child or youth in the home, including a minimum of one individual or one group meeting. Written material on the licensee's foster care policies and practices shall be provided to the foster parents at the start of the orientation.

TERM AND CONDITION FOURTEEN

TERM AND CONDITION FOURTEEN requires the licensee to have written policies and practices with respect to the development of its foster parents.

TERM AND CONDITION FIFTEEN

TERM AND CONDITION FIFTEEN states that the licensee shall provide written policies and procedures for workers and foster parents regarding the involvement of parents or persons with lawful custody with their child or youth in care.

TERM AND CONDITION SIXTEEN

TERM AND CONDITION SIXTEEN states that the licensee shall have policies and procedures regarding the arrangement of travel for foster children and youth inside and outside the Province of Ontario and that the foster parents are advised of these policies and procedures.

TERM AND CONDITION SEVENTEEN

TERM AND CONDITION SEVENTEEN states that the licensee shall have written policies and procedures for the provision of both planned and emergency relief services for foster parents when required and shall ensure that a resource worker is available to respond within 24 hours to emergencies reported by foster parents.

TERM AND CONDITION EIGHTEEN

TERM AND CONDITION EIGHTEEN states that the licensee shall have a written complaint process for foster parents that shall be made known to foster parents during orientation. The written complaint process shall state:

- a) how to launch a complaint
- b) the circumstances that would warrant an investigation of a complaint
- c) who is to be involved
- d) the way in which the review is to be conducted
- e) the authority of any conclusions
- f) the appeal procedure.

The licensee shall respond to every service complaint from a foster parent within 24 hours of receiving the complaint, and begin an investigation within five working days if warranted. The results shall be reported to the foster parents within five working days of concluding the investigation, and shall be recorded in the foster parent's file.

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TERM AND CONDITION NINETEEN

TERM AND CONDITION NINETEEN states that the licensee shall ensure that a worker contacts the foster child or youth's teacher and/or school principal, to assess the child's or youth's adjustment and progress in school at least quarterly.

TERM AND CONDITION TWENTY

TERM AND CONDITION TWENTY states that, within the context of the *CFSA*, the licensee shall have written policies and procedures with respect to the purchase and possession or removal from the child's or youth's possession of any goods for, or by, the foster child or youth that pose a threat to health and/or safety in the home, and shall advise the licensee's staff and foster parents of the policy and procedures.

TERM AND CONDITION TWENTY ONE

Within the context of Section 103 of the *CFSA* concerning the child's or youth's rights with respect to communications, TERM AND CONDITION TWENTY ONE requires licensees to have a written policy regarding the foster child or youth's privacy to receive and send written communication, which includes electronic communication of any kind and to receive and make telephone calls, and shall advise workers and foster parents of the policy.

TERM AND CONDITION TWENTY TWO

TERM AND CONDITION TWENTY TWO requires the licensee to provide written policies and procedures for workers, foster parents and parents stating the responsibilities and obligations of each party in regard to the provision of health care, including the administration of prescription drugs, hospitalization, medical and/or surgical treatment, emergency medical care, including an annual assessment of the health, vision, dental and hearing condition.

TERM AND CONDITION TWENTY THREE

TERM AND CONDITION TWENTY THREE states that the licensee shall have a written policy regarding work done and money earned by the foster child or youth inside or outside of the foster home and shall advise workers and foster parents of the policy.

TERM AND CONDITION TWENTY FOUR

TERM AND CONDITION TWENTY FOUR requires the licensee to maintain a written case file for each foster child in care that includes the following:

- a) pre-placement documentation:
 - preliminary assessment
 - after disclosure of information relevant to the care of the child, documentation of the foster parent's agreement to the placement; and where the placing agency is not the licensee, documentation of the agreement of the placing agency to the placement [Reg. 70, s. 112 (b)]
 - recording of information about abuse
- b) admission and placement documentation:
 - identifying information and family background information;
 - the assessment report;
 - health care, medical and dental history and reports;
 - school information including copies of all school reports.
- c) the social history, as specified in subsections 111(7) and (8) of Reg. 70;
- d) documentation of review(s) of child and youth rights;
- e) recording of care plans and reviews, where applicable, including:
 - the foster care plan;

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- psychological, psychiatric, educational and other reports pertaining to the functioning and/or care of the foster child;
 - a copy of evaluations made and plans provided by any professional, school, clinic or hospital service;
 - plans made with the parents;
 - placement reviews and documentation of placement change requests and processes.
- f) recording of any serious occurrences reported by the foster parents or other persons or agencies involved with the care of the child including a description of the occurrence who reported it, the date and the time;
- g) consents, where applicable;
- h) documentation of complaints, steps taken and outcomes
- i) documentation that opportunities were provided to meet linguistic and cultural needs;
- j) recordings of placement follow-up after discharge; and
- k) where information is missing from the case file, reasons are noted.

TERM AND CONDITION TWENTY FIVE

TERM AND CONDITION TWENTY FIVE states that information held by the licensee on a foster child or youth shall be available to:

- a) the child or youth if 12 years or older;
- b) the person having lawful custody of the child or youth;
- c) authorized persons in the employ of the licensee;
- d) the child or youth's foster parents where they have signed a statement of confidentiality;
- e) other agencies, professionals or hospitals when authorization has been given following written consent to release of the information by the child or youth of 16 years of age or older or the legal guardian of a child or youth under 16 years of age.

TERM AND CONDITION TWENTY SIX

TERM AND CONDITION TWENTY SIX states that information held by the licensee on a foster parent shall be available to:

- a) The foster parent, except for references and other information given to the licensee in confidence;
- b) Authorized persons in the employ of the licensee;
- c) Other agencies, professionals or hospitals where authorization has been given following written consent to release of this information by the foster parent.

TERM AND CONDITION TWENTY SEVEN

TERM AND CONDITION TWENTY SEVEN requires the licensee to keep all records, whether paper or electronic, in a locked container, on his or her premises, or secured so that only persons authorized by the licensee shall have access to the records.

**Reference: Foster Care Licensing Manual 2012, Section G, References and Resources, Appendix A*