

Schedule A
Region of Peel
Domiciliary Hostel Standards
March 2007

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INTRODUCTION

Program Description

The Region of Peel partners with community agencies to provide domiciliary hostel services and support to individuals with special needs. Domiciliary hostels provide permanent housing, room and board, personal support and some assistance with activities of daily living to vulnerable adults in the community who, in the absence of such support, are likely to experience significant health and related difficulties and lose their housing. Domiciliary Hostel funding is for permanent housing with limited supports for vulnerable adults with limited financial resources who require some supervision and support with activities of daily living but who are not eligible for long-term care.

Objective

It is the objective of the Region of Peel to provide program guidelines and best practice approaches that will ensure an accountability framework for domiciliary care services being contacted out through the Region of Peel. It is the objective of the domiciliary hostel program to provide a client-focused residential living environment that is safe and supportive for all residents and meets individual needs. The Region of Peel has a responsibility to the residents who are served through our contracted domiciliary care service providers that facilities meet acceptable standards.

Standards Development

In 2006 the Region of Peel began the process of developing Service Standards beyond those already set out in Service Agreements. The Domiciliary Hostel Standards serve to articulate the Region of Peel's expectations, ensuring that services are provided in an atmosphere of dignity and respect for all residents, and create a framework to be used to monitor activities and services. These Service Standards will form part of the Purchase of Service Agreements between the Region of Peel and domiciliary hostel operators.

The Standards development process included site visits to domiciliary hostel facilities, attendance at the Domiciliary Hostel Information Session, participation in the Ministry of Municipal Affairs and Housing's seminar on the new Residential Tenancies Act, a review of the Operating Guidelines for Homes for Special Care, and a review of practices in other communities.

Role of the Region of Peel

The Region of Peel's key responsibilities are:

- ❑ Managing the Domiciliary Hostel Program budget and administering service funding
- ❑ Negotiating Service Agreements with Domiciliary Hostel Operators
- ❑ Completing a review of domiciliary hostel services on an annual basis to ensure compliance with the Region of Peel's Domiciliary Hostel Standards
- ❑ Investigating complaints
- ❑ Ensuring understanding of roles and responsibilities between service providers and the Region of Peel
- ❑ Implementing continuous improvements for contract monitoring, billing, reporting and client services
- ❑ Reviewing the information provided by operators and approving and forwarding payments

Role of the Domiciliary Hostel Operator

The Operator's key responsibilities include:

- ❑ Determining suitability and eligibility of applicants for subsidized domiciliary hostel residency
- ❑ Providing room and board, lodging and service to domiciliary hostel clients in compliance with the Service Agreement with the Region of Peel
- ❑ In signing the Service Agreement the operator undertakes to comply with the *Domiciliary Hostel Standards*, which may be amended by the Region of Peel, from time to time, and form part of the Service Agreement
- ❑ Cooperating with the Region of Peel in carrying out the obligations and expectations as outlined in the Service Agreement and Standards with regards to the Domiciliary Hostel Program in order to continue to access provincial domiciliary hostel program funding

These Service Standards will only apply to domiciliary hostel operators under contract with the Region of Peel to provide services to subsidized residents.

STANDARD 1: ADMINISTRATION

1.1 General

- a) The operator ensures the domiciliary hostel is organized to effectively manage its services and resources to provide housing and services as per the Standards outlined in the Service Contract provided by the Region of Peel. The operator ensures there are current written policies and procedures to guide the domiciliary hostel's operation.
- b) The operator ensures that compliance with the Region of Peel's Domiciliary Hostel Standards and the requirements of all pertinent federal, provincial, and municipal legislations, regulations, by-laws, as amended, are met, including:
 - ❑ Ontario Building Code Act
 - ❑ Ontario Fire Protection and Prevention Act
 - ❑ Ontario Fire Code
 - ❑ Ontario Works Act
 - ❑ Ontario Disability Support Program Act
 - ❑ Substitute Decisions Act
 - ❑ Health Protection and Promotion Act
 - ❑ Residential Tenancies Act ("RTA")
 - ❑ Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")
 - ❑ Workplace Safety and Insurance Act ("WSIA")
 - ❑ Occupational Health and Safety Act
 - ❑ Smoke-Free Ontario Act
 - ❑ Ontario Employment Standards Act
 - ❑ Ontario Human Rights Code
 - ❑ Drinking Water Systems Regulations
 - ❑ Personal Health Information Protection Act ("PHIPA")

Where these Standards conflict with any applicable federal, provincial, or municipal laws, by-laws, regulations, codes, order or directives, such laws, etc. shall prevail.

- c) The operator must submit the *Domiciliary Hostel Monthly Invoice Summary (Appendix I)* as soon as possible after the last day of the month, indicating the number of residents in the domiciliary hostel during the previous month and the number of days in care for each resident in order to ensure payment of the domiciliary hostel billings for the previous month.
- d) The operator must submit the *Domiciliary Monthly Individual Recording Sheet (Appendix II)* as soon as possible after the last day of the month, in order to ensure payment of goods and services for the previous month.
- e) The operator ensures timely recording and reporting of serious incidents occurring at the domiciliary hostel such as serious accidents and injuries, alleged abuse of residents or staff, communicable diseases, missing persons, emergency hospital admissions, police intervention, fire, death, etc. In the event of a serious occurrence, an Incident Report is completed and a copy is sent to the Region of Peel within 24 hours.

- f) The operator ensures that an up-to-date, detailed and accurate Operation log is kept to record daily incidents and observations necessary to ensure the safety of residents and orderly operation of the domiciliary hostel as well as to report a resident's leave (overnight, weekend, vacation, hospitalization, etc.). The log is kept at the domiciliary hostel and may be inspected at any reasonable time by the Region of Peel.
- g) The operator shall advise the Region of Peel in the *Monthly Invoice Summary* of all overnight absences of individuals subsidized by the domiciliary hostel program. The Region of Peel will pay operators for overnight absences on a case-by-case basis dependant on individual circumstances and recommended case plans.
- h) The operator ensures that, at least once a year, there is an inspection of:
 - ❑ The domiciliary hostel conducted by fire officials
 - ❑ The domiciliary hostel conducted by health officials
 - ❑ Fire extinguishers, hose and standpipe equipment conducted by a qualified fire equipment supplier and by in-house staff on a monthly basis
 - ❑ Heating equipment and chimneys conducted by a qualified equipment supplier, andAll of the above inspection reports are kept at the domiciliary hostel.
- i) The operator shall forward a copy of any inspection report immediately upon receipt to the Region of Peel.

1.2 Insurance

- a) The operator will obtain and maintain at its expense during the term of this Agreement, insurance coverage, from an insurer or insurers licensed in Ontario, which provides an appropriate level of coverage for the building and occupants. The operator will furnish the Region with certificates of insurance prior to the commencement of the provision of the services in this agreement and upon the anniversary date(s) of all insurance policies required under this agreement. Policies of insurance required under this agreement shall include:
 - ❑ "All risks" Property insurance in sufficient amounts to allow for replacement of all buildings and contents.
 - ❑ Comprehensive General Liability Insurance which must:
 - Show limits of liability in an amount not less than three million dollars (\$3,000,000) for each occurrence;
 - Name the Region as additional insured;
 - Contain a cross liability and severability of interests' clause of standard wording;
 - Provide for 30 days prior written notice from the insurer in the event of cancellation or non-renewal
 - ❑ Employee Dishonesty Coverage. Insurance coverage in the amount of fifty thousand dollars (\$50,000) for each occurrence protecting the domiciliary hostel operator and the Region of Peel against any loss or damage arising from the dishonesty of the operator, its servants, agents, directors, officers, or employees.

1.3 Confidentiality

- a) In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA) the operator ensures that a confidentiality policy is in place. The collection, use, disclosure, and storage of all personal information under contractual arrangement with the Region of Peel is subject to MFIPPA. The confidentiality policy includes statements concerning the privacy, security and confidentiality of resident information as well as statements concerning the removal of, or destruction of, hard copy or electronic files, and resident access to personal information and records.
- b) In accordance with the Personal Health Information Protection Act (PHIPA) the operator ensures that personal health information collected both orally and in writing shall be used for administrative purposes to assess admission into the domiciliary care service and for ongoing eligibility for the resident.
- c) Resident's personal information can only be disclosed with a signed consent from the resident.

1.4 Safety and Security

- a) The operator shall ensure that health and safety policies are in place to promote the health and safety of all staff, volunteers and residents including personal safety, occupational health and safety, first aid, CPR, communicable disease control and procedures for emergency situations.
- b) The operator shall ensure the premises are kept clean, sanitary, safe, and free of hazards for residents, employees, volunteers, and visitors. The operator shall ensure there is an up-to-date fire safety procedure and evacuation plan in place to address emergency situations (e.g. fire, flood, power failures, extreme weather conditions, medical emergencies, threats/assaults, loss of essential services, missing residents, death, etc.)
- c) The operator ensures that a procedure is established and followed when a fire alarm is activated. It includes the duties of staff and residents in accordance with the Fire Protection and Prevention Act, as amended, its regulations and any relevant guidelines published by the Region of Peel, the Province or the Office of the Fire Marshal for Ontario.
- d) The operator ensures that all staff are trained in emergency evacuation of the domiciliary hostel and all residents are informed of the evacuation plan. Emergency evacuation procedures are posted in a conspicuous place within the domiciliary hostel's premises.
- e) The operator ensures that a First Aid Kit is available on the domiciliary hostel's premises and is located in a safe and easily accessible location to all staff. The First Aid Kit is checked and updated on a regular basis.
- f) Emergency phone numbers for police, fire department and ambulance, are posted near telephones.

1.5 Resident Finances and Trust Accounts

- a) Each resident receives Per Diem funding and a Personal Needs Benefit that is payable to the operator through the Region of Peel. The operator provides the Personal Needs Benefit to each resident and charges the cost of that benefit back to the Region of Peel on the *Domiciliary Hostel Monthly Invoice Summary*. The Personal Needs Benefit is intended to be general spending money for the resident. It is not intended for the purchase of items of personal care that are to be provided by the operator or to pay for recreational and leisure activities provided in-house as part of the general activities of daily living.
- b) The operator establishes and maintains one or more non-interest bearing trust accounts in a chartered bank, trust company, or a Province of Ontario Savings Office in which all monies including Personal Needs Benefits that are received by the operator in trust for and on behalf of residents are deposited.
- c) The operator maintains an accounting ledger for each resident to record the disbursement of the Personal Needs Benefit and a separate accounting ledger to record all other monies received by the operator in trust for and on behalf of such resident.
- d) The ledgers for each resident detail all deposits to and withdrawals from the trust account, the balance, the date and the source and purpose of each deposit or withdrawal. The operator attaches to the applicable ledger any receipt or other record for the corresponding deposit or withdrawal.
- e) The operator makes part or all of the money in the trust account available to a resident upon request, or in accordance with the written instructions of the trustee where applicable, and ensures the resident signs and/or initials in the appropriate ledger to confirm receipt by the resident of such money (cash).
- f) The operator retains the deposit books, deposit slips, monthly bank statements, cheque books and cancelled cheques applicable to the trust account; each resident's ledgers and any receipts or records and the written instructions of the trustee is kept in the resident's file.
- g) The operator, at any time upon request of a resident, or on written demand of his or her authorized agent or trustee acting on behalf of a resident, or such trustee's authorized agent, makes the ledgers and any other documentation pertaining to such resident available at reasonable hours during any business day.
- h) The operator will not:
 - ☐ Deposit any money received in trust for a resident in an account other than the trust account
 - ☐ Use any money in the trust account to pay for services rendered under this Agreement
 - ☐ Co-mingle any monies the operator receives with any monies in the trust account. Where the co-mingling of monies is unavoidable because such monies have been forwarded to the operator in one cheque, the operator must transfer or deposit the appropriate trust monies into the trust account without delay

1.6 Staff Qualifications / Staffing Levels

- a) Each staff member and volunteer must possess appropriate qualifications, experience and ability for working with vulnerable individuals. The operator maintains documentation for each employee including evidence of police records check, and criminal records check. The Employment Standards Act and Regulations govern the operator and domiciliary hostel staff.
- b) Staff supervising residents, or providing care and support to residents:
 - ❑ Are at least eighteen years of age
 - ❑ Have a suitable level of education and /or experience in working with vulnerable people and/or people with mental illness
 - ❑ Receive training in First Aid and Cardio-Pulmonary Resuscitation (CPR) and it is recommended that staff undergo a criminal records check and police records check
- c) Each new staff receives an appropriate orientation to the particular job, the domiciliary hostel's policies and procedures. A staff code of conduct outlining professional behaviour is provided to all staff upon commencing employment at the domiciliary hostel. The operator and staff act in such a way as to model ethical, responsible behaviour for all who work with them.
- d) The operator ensures that a sufficient number of staff is on duty to meet the needs of the resident population housed in the facility and to ensure compliance with the Agreement and Standards on a 24 hour basis. The operator ensures that at least one staff person, with current certifications in First Aid and CPR and whose primary duty is the supervision of the residents, is on site in the domiciliary hostel at all times.

STANDARD 2: RESIDENT SERVICES

2.1 Admissions and Intake Process

- a) The operator shall determine eligibility and personal suitability of applicants for subsidized domiciliary hostel residency. Residents of domiciliary hostels are typically vulnerable adults over the age of 18 who require some assistance with the activities of daily living but who are not yet eligible for placement in long-term care facilities.
- b) It is the responsibility of the operator to assess an individual's appropriateness for residency in a domiciliary hostel and to confirm that individuals meet the criteria prior to admission in a domiciliary hostel. The operator must immediately forward admission information to the Region of Peel.
- c) The operator enters into a written tenancy agreement with each subsidized individual who is admitted as a resident of the domiciliary hostel as per the Residential Tenancies Act (RTA).

- d) Upon admission, the operator completes an assessment of the needs for care and services required for each new resident. Individual special needs and requirements are made available to staff members who provide care and services to residents. The assessment includes:
- ☐ Safety/security risk assessment
 - ☐ Medication prescribed, orders made by physicians
 - ☐ Known allergies
 - ☐ Special dietary needs
 - ☐ Extent of resident's ability to independently perform activities of daily living, type of assistance needed and care and services to be provided including participation in community or in-house support /recreational activities

2.2 Resident Orientation

- a) On admission or shortly thereafter, the operator provides each new resident with information about the following:
- ☐ The domiciliary hostel's physical and organizational structure and services available
 - ☐ Residents' rights and responsibilities
 - ☐ The House Rules
 - ☐ How to obtain information, communicate concerns, lodge complaints or recommend changes
 - ☐ Evacuation plans and procedures (location of fire exits, exit alarm system, fire and safety procedures, etc.)

2.3 Resident Files

- a) Each resident's personal information is kept in a secure location to maintain privacy and confidentiality. A personal file is created for each new resident and it includes:
- ☐ Name, age, gender of resident
 - ☐ Name, address and telephone number of next-of-kin/guardian/power of attorney
 - ☐ Date of admission
 - ☐ Date of discharge or death
 - ☐ Name, address and telephone number of the resident's physician, if available
 - ☐ Serious Incident Reports concerning such matters as accidents, injuries, abuse of residents or staff, and details concerning incident resolution
 - ☐ Medical records including health related appointments/hospital admissions
 - ☐ All financial account/management details
 - ☐ Records regarding the resident's care such as a log of participation in therapeutic and recreational activities and changes in the resident's condition

2.4 Personal Care and Health

- a) Residents are responsible, as far as possible, to maintain their personal well-being and to participate in decisions about their personal care and health needs. The operator ensures that a policy is in place that outlines how the domiciliary hostel monitors on a regular basis the well-being and personal care of a resident in the domiciliary hostel.

- b) The operator assists residents in arranging transportation to medical appointments, social activities and recreational therapeutic programs in the community. The cost of transportation is not necessarily to be paid for and/or provided by the operator.
- c) Either within the domiciliary hostel or by referral to community resources, the operator shall provide regular opportunities for each resident to participate in leisure, recreational and educational activities, spiritual and religious observances, or other programs according to their personal interests and preferences. Operators are encouraged to facilitate residents' participation in activities (e.g. meal preparation, laundry, recreational/leisure activities) to support independence and healthy living.
- d) Operators and staff are encouraged to work toward providing an empowering environment for all residents including providing support for activities of daily living while at the same time encouraging residents to grow, develop and maintain independence. The operator ensures that assistance with the routines of daily living is provided by domiciliary hostel staff at a level required to meet individual resident needs. Where required, assistance with bathing or other personal care may be provided by a third party such as Community Care Access Centre of Peel (CCAC).

2.5 Medication

- a) The operator ensures there is a system of medication management in place that supports the safe and accurate storage, administration and disposal of medication. The operator ensures that all prescription drugs and other medication are:
 - ☐ Kept in one or more locked cabinets unless the drug requires refrigeration, or must be kept with the resident for immediate use
 - ☐ Kept in a locked box in the refrigerator, if required
 - ☐ Kept in the original container/package, as provided by the pharmacist, bearing the original label and properly identified as to the drug name and user
 - ☐ Made available only from properly labelled containers/packages and only to those residents for whom they have been prescribed by the physician
 - ☐ Provided to the resident in its original container/package when that resident leaves the domiciliary hostel temporarily or is discharged
 - ☐ Returned to the pharmacist if medication is discontinued by the attending physician or unclaimed when a resident leaves or is discharged
- b) The operator ensures that a list of all prescription medications being taken by each resident is kept up-to-date.
- c) The operator should notify the resident's physician if the resident stops taking their medication for any reason or if visible side effects of medication are observed by staff or reported by a resident.
- d) The operator ensures that medication administered by injection (except for self-injected insulin) is administered only by a regulated health professional.

2.6 Kitchen Facilities / Meals / Nutrition

- a) Kitchen facilities and food preparation areas shall have adequate space, equipment and supplies to ensure the safe and sanitary preparation, handling and storage of all food. All cleaning and hazardous materials shall be stored in an area separate from that in which food supplies are stored.
- b) Menus shall be posted for all residents and provide balanced nutrition, variety from each of the food groups according to the most up-to-date version of the Canada's Food Guide to Healthy Eating, published by Health Canada, and include alternate choices at each meal.
- c) Residents are served a minimum of three (3) meals a day, and snacks and beverages between meals according to the resident's needs. The operator provides meals prepared in sufficient quantity, quality and nutritional values to meet the needs of residents.
- d) The operator will ensure that all residents with food allergies and special diet requirements are provided with appropriate food alternatives.

2.7 Resident Relations

- a) The privacy of residents shall be respected at all times. Services are provided in an atmosphere of dignity and respect for all residents. All mail received and sent by residents is unopened.
- b) Resident's rights are promoted at all times. The residents' rights and responsibilities and the House Rules are provided to residents upon admission.
- c) Each resident has access to the domiciliary hostel on a twenty-four (24) hour basis including common living areas, a bathroom and their bedroom.
- d) Each resident may have visitors at the domiciliary hostel as long as the visitors do not interfere with the privacy and rights of other residents or the usual operation of the domiciliary hostel. The operator shall establish a schedule to allow visitors open access to the domiciliary hostel during reasonable hours.
- e) The operator shall ensure that access to a residential (non-pay) telephone is available in the domiciliary hostel for the use of residents preferably in a setting that offers privacy for the residents.
- f) At least one (1) television is available for residents' use in the common area. In large domiciliary hostels, operators are encouraged to provide additional televisions.
- g) The operator allows residents to decorate their rooms, hang wall adornments and have their own radios, televisions and clocks in their bedrooms, in keeping with safety requirements and the House Rules.
- h) Staff do not enter a resident's bedroom without knocking first and asking permission to enter unless there is an emergency where the resident's (or other resident's) safety is in question/jeopardy.

- i) Where there is reason to believe that a resident's personal living space or belongings may pose a fire, health or other safety hazard, these should be inspected with the resident's voluntary consent. Justification for such a search is communicated to the resident. Where the resident's consent is not obtained, a person other than staff, in addition to the resident is present.
- j) The operator does not conduct a physical search of any kind on a resident's person. He/she consults with the police when there is reasonable suspicion of illegal or dangerous situations. A record is kept of any inspection of a resident's living space and belongings, or, any situation in which the Police is summoned. This record is retained in the domiciliary hostel resident's personal file.
- k) The operator shall offer regular house meetings. The purpose of the meetings is to give residents the opportunity to discuss the operation of the domiciliary hostel and other related matters.
- l) The operator ensures that policies and procedures are in place to manage internal/in-house conflicts and complaints regarding the domiciliary hostel and its services. The operator responds in a professional and timely manner to all requests, suggestions and complaints received by a resident or resident's representative.

2.8 Housekeeping / Laundry

- a) The operator maintains a clean and safe environment at all times and ensures that housekeeping assignments and/or routines, including regular cleaning of all living spaces, are in place.
- b) There is a readily available supply of clean linen (including sheets, pillow cases, blankets, pillows, bath, hand and face towels) sufficient to meet the residents' needs. Clean towels and linens are provided at least once weekly and bed linen is changed at least once per week or as often as required.
- c) Linen is maintained in a good state of repair and free of stains. All linens are changed and the bed cleaned when the occupancy of a bed changes.
- d) The operator assumes the cost of laundry and laundry supplies. The resident's personal clothing is laundered at least once per week and at no cost to the resident.

STANDARD 3: OPERATIONS / ENVIRONMENT

3.1 Maintenance

- a) The operator maintains the premises, furnishings and equipment in a safe, clean and sanitary condition and in a good state of repair. The building is kept weatherproof and free from dampness.
- b) The access to stairwells and exits are free from obstruction and flammable materials as required by legislation/ fire code regulations. Where applicable, elevators are maintained and inspected on a regular basis and display valid licenses.

- c) All chemicals are stored in labeled containers and are kept inaccessible to residents.
- d) Garbage is stored in secure receptacles that are insect and rodent proof and watertight.
- e) The domiciliary hostel is maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit).

3.2 Premises

Bedrooms

- a) The operator shall provide bedrooms that are comfortable for sleeping and reading and shall be free from hazards. There is a maximum of 4 residents per bedroom and the distance between beds is at least 91.44 cm (30 inches).
- b) Each resident is provided with a bed, mattress, bedside table and lamp, separate dresser and clothing closet, waste basket, chair, towel rack (towel rack to be available in the bathroom or bedroom), and a secure storage area. All of these items must be clean and in good repair.
- c) The operator shall ensure that all mattresses used by residents are covered with an appropriate fire retardant and moisture resistant covering.
- d) Each bedroom is provided with one or more windows, which can be opened to the outside unless another means of ventilation is provided.

Common Areas

- e) A common indoor sitting area shall be provided for residents for the purposes of dining, recreation, crafts, games and conversation and is to be available for use by the residents on a 24 hour basis. An outside recreation area adequate and appropriate to the needs of the residents is maintained in a safe and sanitary condition.
- f) A dining area shall be provided for the residents. The dining area may form part of the common indoor sitting room but shall be in addition to any area provided for that purpose.

Handrails and Stairways

- g) Structurally sound handrails shall be installed on at least one side of every stairway and, where the width of the stairway requires, on both sides. A structurally sound guardrail shall be installed on all open sides of a stairway, landing, raised porch or balcony, or roof to which access is provided.
- h) Stair treads shall be covered with an acceptable non-skid finish and fire-retardant material.

Lighting

- i) Lighting shall meet the Standards established under the Ontario Building Code during all hours of operation. Lighting equipment provides adequate illumination for the use of all indoor and outdoor spaces to ensure the safety of residents and staff.

Washroom Facilities

- j) Washroom facilities shall include a shower/bath or separate shower and bath, toilet and sink and are to be kept in a safe and sanitary condition and in a good state of repair. A grab bar or similar device shall be provided for each bathtub and each toilet.
- k) Each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall. Where one or more residents are confined to wheelchairs, at least one accessible bathroom, toilet and shower is provided.
- l) Each washroom, bathroom, shower/bath have a lock, which can easily be released from the outside in case of an emergency.
- m) Washroom facilities are equipped with an adequate supply of common toiletries such as shampoo, soap, deodorant, toothpaste, toothbrushes, toilet tissue, hairbrushes, combs, razors/shavers, shaving cream and feminine hygiene products. Waste receptacles of durable construction that can easily be cleaned, to hold used towels, other soiled linen, or waste materials are provided.

Water supply

- n) The operator shall supply an adequate supply of potable and hot water.

Windows

- o) All operable windows shall be equipped with a screen, and appropriate window coverings such as shades, blinds, or curtains to provide privacy.

DEFINITIONS

This glossary of terms is intended to support the Domiciliary Hostel Standards by providing a clear understanding of key vocabulary as understood by the Region of Peel and the operator.

Activities of daily living: activities such as bathing, personal hygiene, dressing, eating, rest, as well as social and recreational activities.

Admission: a process of granting a person access to a facility and its services.

Agreement: a mutual and legally binding understanding between the Region of Peel and the operator as to their respective rights and obligations, often resulting from the exchange of a sequence of offers and compromises.

Discharge: a process of concluding an individual's stay at a particular facility.

Domiciliary Hostel: a facility operated independently of the Region of Peel by the operator as set forth in an Agreement between the operator and the Region of Peel.

Guidelines: explanatory details related to Standards which outline courses of action or explanations related to the Standard and are intended to provide guidance and resource to domiciliary hostels.

Operator: the provider of domiciliary services under an Agreement with the Region of Peel.

Per Diem Amount: an amount that is payable to the operator by the Region of Peel for the provision of services rendered pursuant to the Agreement.

Regulations: the regulations made pursuant to the applicable Act, as amended from time to time.

Personal Needs Benefit: the monthly amount set out in the Agreement for the subsidized resident's personal general spending money.

Resident's Representative: a person who assists the resident in expressing his/her wishes and understanding his/her rights; a representative can be a family member or friend designated by the resident or a legally designated trustee.

Subsidized resident: a person, other than the operator, its directors, officers, employees, contractors or its volunteers, who is 18 years of age and over, and is determined to be eligible under the Domiciliary Hostel Program.

Trustee: a guardian of property duly appointed under the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30, and regulations thereto, as amended from time to time, an attorney under a continuing power of attorney, a trustee duly appointed under a statute, a will or other instrument, as the case may be.

Appendix I: Intake Form for (Non-HIFIS) Hostels

Appendix II: Domiciliary Hostel Monthly Invoice Summary

Appendix III: Domiciliary Monthly Individual Recording Sheet

Appendix IV

REPORTABLE DISEASES 2006

The diseases reportable to the Medical Officer of Health in the Region of Peel (as per the Ontario Regulations 559/91 and amendments under the Health Protection and Promotion Act) are:

*Acquired Immunodeficiency Syndrome (AIDS)

Amebiasis

► Anthrax

► Botulism

► Brucellosis

Campylobacter enteritis

Chancroid

Chickenpox (Varicella)

Chlamydia trachomatis infections

Cholera

► Cryptosporidiosis

► Cyclosporiasis

Cytomegalovirus infection, congenital

► Diphtheria

E. coli (see Verotoxin producing E. coli)

► Encephalitis, including:

► 1. Primary, viral

2. Post-infectious

3. Vaccine-related

4. Subacute sclerosing

panencephalitis

5. Unspecified

► Food Poisoning, all causes

► Gastroenteritis, institutional outbreaks

► Giardiasis

Gonorrhoea

► Haemophilus influenzae type b disease, invasive

► Hantavirus Pulmonary Syndrome

► Hemorrhagic fevers, including:

► 1. Ebola virus disease

2. Lassa Fever

3. Marburg virus disease

4. Other viral causes

► Hepatitis, viral:

► 1. Hepatitis A

2. Hepatitis B

3. Hepatitis C

4. Hepatitis D (Delta hepatitis)

Herpes, neonatal

Influenza

► Legionellosis

Leprosy

► Listeriosis

Lyme Disease

Malaria

► Measles

► Meningitis, acute

► 1. bacterial

2. viral

3. other

► Meningococcal disease, invasive

Mumps

Ophthalmia neonatorum

Paratyphoid fever

Pertussis (whooping cough)

► Plague

► Poliomyelitis, acute

Psittacosis/Ornithosis

► Q Fever

► Rabies

► Respiratory infection outbreaks in institutions

Rubella

Rubella, congenital syndrome

Salmonellosis

► Severe Acute Respiratory Syndrome (SARS)

► Shigellosis

► Smallpox

► Streptococcal infections, Group A invasive

Streptococcal infections, Group B neonatal

Streptococcus pneumoniae, invasive

Syphilis

Tetanus

► Transmissible Spongiform Encephalitis:

► 1. Creutzfeldt-Jakob Disease, all types

2. Gerstmann-Straussler-Scheinker Syndrome

3. Fatal Familial Insomnia

4. Kuru

Trichinosis

Tuberculosis

► Tularemia

Typhoid Fever

► Verotoxin-producing E. coli infection indicator conditions including Hemolytic Uremic Syndrome (HUS)

► West Nile Virus Illness

► 1. West Nile Virus Fever

2. West Nile Virus Neurological Manifestations

► Yellow Fever

Yersiniosis

Diseases marked "►" and respiratory infection outbreaks in institutions should be reported immediately to the Medical Officer of Health at 905-799-7700. Other diseases are to be reported by the next working day. Caledon residents call free of charge: (905) 584-2216. For more information please visit our Web site www.peelregion.ca.

* Although not on the list of reportable diseases, Human Immunodeficiency Virus (HIV) infection is also reportable to the Medical Officer of Health since it is the agent for AIDS

Appendix V: Canada's Food Guide

Appendix VI

Residential Tenancies Act (RTA) Part IX – Care Homes

Responsibilities of Landlords and Tenants

Agreement required

139. (1) There shall be a written tenancy agreement relating to the tenancy of every tenant in a care home.

Contents of agreement

(2) The agreement shall set out what has been agreed to with respect to care services and meals and the charges for them.

Compliance

(3) If, on application by a tenant, the Board determines that subsection (1) or (2) has not been complied with, the Board may make an order for an abatement of rent.

Information to tenant

140. (1) Before entering into a tenancy agreement with a new tenant in a care home, the landlord shall give to the new tenant an information package containing the prescribed information.

Effect of non-compliance

(2) The landlord shall not give a notice of rent increase or a notice of increase of a charge for providing a care service or meals until after giving the required information package to the tenant.

Tenancy agreement: Consultation, Cancellation

Tenancy agreement: right to consult

141. (1) Every tenancy agreement relating to the tenancy of a tenant in a care home shall contain a statement that the tenant has the right to consult a third party with respect to the agreement and to cancel the agreement within five days after the agreement has been entered into.

Cancellation

(2) The tenant may cancel the tenancy agreement by written notice to the landlord within five days after entering into it.

Entry to check condition of tenant

142. (1) Despite section 25, a landlord may enter a rental unit in a care home at regular intervals to check the condition of a tenant in accordance with the tenancy agreement if the agreement requires the landlord to do so.

Right to revoke provision

(2) A tenant whose tenancy agreement contains a provision requiring the landlord to regularly check the condition of the tenant may unilaterally revoke that provision by written notice to the landlord.

Assignment, subletting in care homes

143. A landlord may withhold consent to an assignment or subletting of a rental unit in a care home if the effect of the assignment or subletting would be to admit a person to the care home contrary to the admission requirements or guidelines set by the landlord.

Notice of termination

- 144.** (1) A landlord may, by notice, terminate the tenancy of a tenant in a care home if,
- (a) the rental unit was occupied solely for the purpose of receiving rehabilitative or therapeutic services agreed upon by the tenant and the landlord;
 - (b) no other tenant of the care home occupying a rental unit solely for the purpose of receiving rehabilitative or therapeutic services is permitted to live there for longer than two years; and
 - (c) the period of tenancy agreed to has expired.

Period of notice

- (2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

Termination, care homes

- 145.** (1) Despite section 44, a tenant of a care home may terminate a tenancy at any time by giving at least 30 days notice of termination to the landlord.

Care services and meals

- (2) A tenant who terminates a tenancy under subsection (1) may require the landlord to stop the provision of care services and meals before the date the tenancy terminates by giving at least 10 days notice to the landlord.

Same

- (3) The tenant has no obligation to pay for care services and meals that would otherwise have been provided under the tenancy agreement after the date the landlord is required to stop the provision of care services and meals under subsection (2).

Same

- (4) The estate of a tenant has no obligation to pay for care services and meals that would otherwise have been provided under the tenancy agreement more than 10 days after the death of the tenant.

Notice of termination, demolition, conversion or repairs

- 146.** (1) A landlord who gives a tenant of a care home a notice of termination under section 50 shall make reasonable efforts to find appropriate alternate accommodation for the tenant.

Same

- (2) Sections 52 and 64 do not apply with respect to a tenant of a care home who receives a notice of termination under section 50 and chooses to take alternate accommodation found by the landlord for the tenant under subsection (1).

External care providers

- 147.** A landlord shall not,

- (a) do anything to prevent a tenant of a care home from obtaining care services from a person of the tenant's choice that are in addition to care services provided under the tenancy agreement; or
- (b) interfere with the provision of care services to a tenant of a care home, by a person of the tenant's choice, that are in addition to care services provided under the tenancy agreement.

Transferring tenancy Application

- 148.** (1) A landlord may apply to the Board for an order transferring a tenant out of a care home and evicting the tenant if,
- (a) the tenant no longer requires the level of care provided by the landlord; or
 - (b) the tenant requires a level of care that the landlord is not able to provide.

Order

- (2) The Board may issue an order under clause (1) (b) only if it is satisfied that,
- (a) appropriate alternate accommodation is available for the tenant; and
 - (b) the level of care that the landlord is able to provide when combined with the community based services provided to the tenant in the care home cannot meet the tenant's care needs.

Mandatory mediation

- (3) If a dispute arises, the dispute shall be sent to mediation before the Board makes an order.

Same

- (4) If the landlord fails to participate in the mediation, the Board may dismiss the landlord's application.

Rules Related to Rent and Other Charges

Rent in care home

149. If there is more than one tenancy agreement for a rental unit in a care home, the provisions of Part VII apply, subject to subsection 6 (2), with respect to each tenancy agreement as if it were an agreement for a separate rental unit.

Notice of increased charges

150. (1) A landlord shall not increase a charge for providing a care service or meals to a tenant of a rental unit in a care home without first giving the tenant at least 90 days notice of the landlord's intention to do so.

Contents of notice

(2) The notice shall be in writing in the form approved by the Board and shall set out the landlord's intention to increase the charge and the new charges for care services and meals.

Effect of non-compliance

(3) An increase in a charge for a care service or meals is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

Certain charges permitted

151. (1) Nothing in subsection 134 (1) limits the right of a landlord to charge a tenant of a rental unit in a care home for providing care services or meals to the tenant so long as the landlord has complied with the requirements of sections 140 and 150.

Same

(2) Nothing in subsection 134 (3) limits the right of a tenant or a person acting on behalf of a tenant to charge a subtenant of a rental unit in a care home for providing care services or meals to the subtenant.

Appendix VII

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

On January 1, 1992, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) came into force.

The Act requires municipal institutions to protect the privacy of an individual's personal information existing in government records. The Act provides individuals the right to access municipal government information, including most general records and records containing their own personal information, subject to very specific exemptions. The Act also provides individuals with the right to request a correction of their personal information which they believe to be inaccurate.

To whom does MFIPPA apply?

MFIPPA applies to all local government organizations. They include:

- Municipalities
- School Boards
- Public utilities
- Transit and police commissions
- Fire departments
- Conservation authorities
- Boards of health and other local boards

What is the purpose of the Act?

To protect the privacy of individuals with respect to personal information about themselves held by institutions and to provide individuals with a right of access to that information.

To provide a right of access to information under the control of institutions in accordance with the principles that:

- information should be available to the public
- necessary exemptions from the right of access should be limited and specific, and
- decisions on the disclosure of information should be reviewed independently of the institution controlling the information; and

The Region of Peel is committed to providing individuals with the right of access to information including most operational records as well as records containing their own personal information. This process is called "routine disclosure" and allows certain records to be disclosed, without having to make a formal request under the Act.

Appendix VIII

Personal Health Information Protection Act (PHIPA)

On November 1, 2004, the Personal Health Information Protection Act, 2004 (PHIPA) came into force.

This law sets out the rules that healthcare providers (or, “health information custodians”) must follow when collecting, using and sharing personal health information and gives individuals the right to see health records and correct any mistakes.

To whom does PHIPA apply?

PHIPA applies to individuals and organizations involved in the delivery of healthcare services. Under the act, they are referred to as “health information custodians”. They include:

- Healthcare providers such as doctors, nurses, dentists, psychologists, optometrists, physiotherapists, chiropractors, massage therapists, dieticians, naturopaths and acupuncturists
- Hospitals
- Long-term care homes and homes for special care
- Community Care Access Centres
- Pharmacies
- Medical laboratories
- Local medical officers of health
- Ambulance services
- Community mental health programs
- The Ministry of Health and Long-Term Care

What Are Health Information Custodians Required to Do?

Under PHIPA, health information custodians are required to:

- Collect only the information they need to do their job
- Take steps to safeguard each individual’s personal health information
- Take reasonable steps to ensure health records are accurate and complete
- Provide a written description of the practices used to protect an individual’s information, and the name of the person to contact if an individual has any questions or concerns about their personal health records

Appendix IX: Employment Standards Act (ESA)

Appendix X: Regulation 1101 under the Workplace Safety & Insurance Act