

SCHEDULE “B”

PAYMENT

1. MAXIMUM PER DIEM RATE

- 1.1 The maximum *per diem* rate for each Subsidized Resident pursuant to this Agreement and Schedules shall be FIFTY-FIVE DOLLARS (\$55.00) as amended and approved from time-to-time by the City, based upon the maximum *per diem* rate set by the Ministry.

2. PERSONAL NEEDS ALLOWANCE

- 2.1 The personal needs allowance for Subsidized Residents shall be ONE HUNDRED AND SIXTEEN DOLLARS AND ZERO CENTS (\$116.00) per month as amended and approved from time to time by the City.

3. CLIENT CONTRIBUTION

- 3.1 The client contribution with respect to a Subsidized Resident shall be determined by the City of Peterborough and communicated to the Operator (i.e. the calculation of contribution for care may not include specific amounts provided by certain programs intended to meet a resident’s specific health care needs such as payments from the MOHLTC for diabetic supplies for seniors).
- 3.2 The Operator shall collect the *client contribution* from each Subsidized Resident as follows:
- a) If the Operator receives a Subsidized Resident’s monthly income directly from the Subsidized Resident’s income source, the Operator shall:
 - i. collect the client contribution from the Subsidized Resident’s monthly income; and
 - ii. distribute monthly a personal needs allowance to the Subsidized Resident; and
 - iii. advise the City of any changes to the Subsidized Resident’s monthly income.
 - b) If the Operator does not receive a Subsidized Resident’s monthly income directly from the Subsidized Resident’s income source, the Operator shall:
 - i. collect the client contribution from the Subsidized Resident; and
 - ii. allow the Subsidized Resident to retain a personal needs allowance; and
 - iii. advise the City of any changes to the Subsidized Resident’s monthly income, if the Operator is aware if the changes.

4. PER DIEM PAYMENT

- 4.1 The City shall, subject to the terms of this Agreement and the terms of this Schedule B, pay to the Operator a *per diem* amount for any day on which a Subsidized Resident resides in the Domiciliary Hostel and receives Domiciliary Hostel services.
- 4.2 The *per diem* amount shall represent, for each Subsidized Resident receiving Domiciliary Hostel services from the Operator, the difference between:
- a) the *per diem* rate; and
 - b) the *client contribution* to be payable by the Subsidized Resident based upon the Subsidized Resident’s ability to pay as determined by the City.
- 4.3 When a Subsidized Resident is absent from the Domiciliary Hostel for any reason (i.e. weekend, vacation, hospitalization etc.), the City shall pay the Operator the *per diem* amount for each day that the Subsidized Resident is absent from the Domiciliary Hostel up to a maximum of fourteen (14) days. If the Operator seeks payment of the per diem amount for over fourteen days, the Operator shall submit a written request to the City outlining the reasons for the request. Any additional payments shall be at the complete discretion of the City.
- 4.4 The Operator shall advise the City, within twenty-four (24) hours, of all absences and include a summary of absences on a monthly claim form, in a format approved by the City.

- 4.5 In a month where a Subsidized Resident permanently leaves the Domiciliary Hostel the per diem amount shall be paid for each day the Subsidized Resident spent in the Domiciliary Hostel in that month.
- 4.6 The City shall cease to pay the *per diem* amount to the Operator, if the City determines that the Subsidized Resident no longer qualifies for financial assistance through the Domiciliary Hostel Program. The City may give prior notice to the Operator.
- 4.7 The Operator shall provide accurate and complete information on a monthly claim form, in a format approved by the City, and submit to the City by the 5th day working day of each month, for the previous month.
- 4.8 If the Operator does not submit the claim form on time, payment may be delayed until the claim form is received and processed by the City.
- 4.9 The Operator shall notify the City in writing of any overpayments, unexpended balances, and disallowed expenses and shall repay these to the City, upon request. The City may collect any and all overpayments from the Operator and from the Operator's heirs, administrators, successors and assigns, for a period of up to six years after the date on which the overpayment occurred.
- 4.10 The City may deduct, from any subsequent payment to the Operator, any overpayment of per *diem* amount for any particular month. The City may deduct, from any subsequent payment to the Operator, the amount of any personal needs allowance(s) that was/were not distributed by the Operator pursuant to 3.2 a) ii) of this Schedule.
- 4.11 So long as there is no dispute as to the *per diem* amount to be paid, the City shall attempt to pay the Operator for any deficiencies in the total *per diem* amount for any particular month with the subsequent month's payment.
- 4.12 If the City does not pay the Operator for any deficiencies as set out in the immediately preceding section, the City shall pay the deficiency no later than sixty days following written notice of the deficiency by the Operator, so long as there is no dispute as the amount to be paid.
- 4.13 Payments made under this Agreement, which are subsequently disallowed, shall be paid back to the City. Until these funds are paid, they shall be debts due to the City.

**City of Peterborough
Domiciliary Hostel
Standards**

January 2007

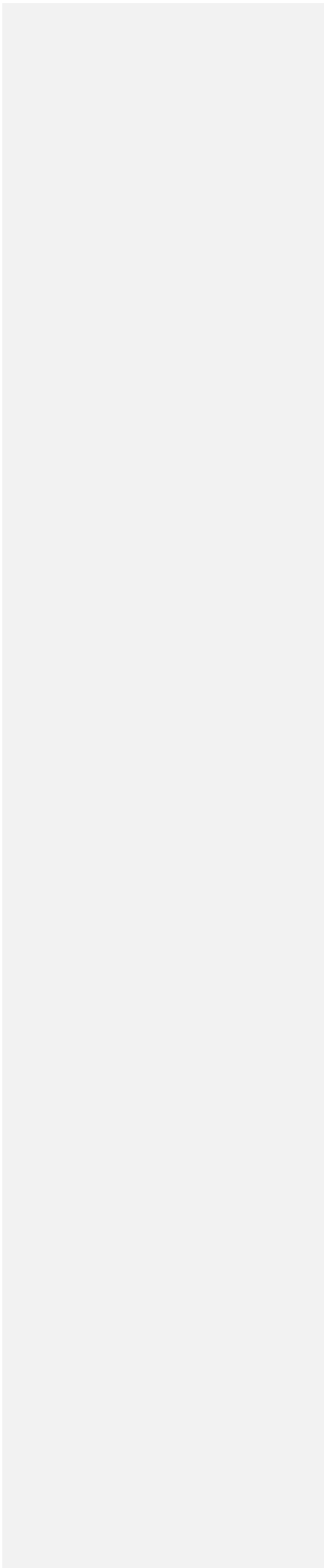


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INTRODUCTION

Program description

Domiciliary hostels provide permanent housing, 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. Residents of domiciliary hostels are typically living with psychiatric or developmental impairments and/or are frail and elderly. For many frail elderly persons it is a matter of no longer being able to live on their own and not yet qualifying for placement in long-term care facilities.

Background

The City of Peterborough, has administered domiciliary hostel funding since the 1985. The City, through the Social Services division, provides lodging and care subsidies for approximately 6 eligible clients through purchase of service agreements with operators of 1 privately owned domiciliary hostels located in Peterborough's urban areas. Program funding costs are shared with the Provincial Ministry of Community and Social Services. The domiciliary hostel operators provide services in accordance with the service agreement, which until now has outlined basic service standards as well as legislative requirements. The Social Services Division will provide intake, assessment and ongoing monitoring of personal and financial eligibility for subsidized residency. Individuals applying for subsidies are self-referred or referred by families, doctors, hospitals, and other community agencies.

Standards development

The goals in developing Domiciliary Hostel Standards are to:

- Ensure consistent basic client services throughout the service system in the City of Peterborough
- Articulate an acceptable standard of service delivery
- Ensure that standards are results focused, observable and verifiable
- Ensure that the standards are attainable within current resources
- Compile with the Ministry of Community and Social Services standards

The guiding principles followed in developing these standards were to:

- Focus on core elements of service aligned with contractual expectations
- Respect multi service programs and value added services
- Design standards as a tool for monitoring and building capacity in the future

Role of the City of Peterborough

The Social Service's key responsibilities are:

- Managing the Domiciliary Hostel Program budget and administering service funding
- Negotiating service agreements with domiciliary hostel operators
- Monitoring compliance to service agreements and standards
- Investigating complaints

The Social Services team provide the following services:

- Receiving requests and referrals for subsidized placement in a domiciliary hostel
- Determining financial eligibility and personal suitability of applicants for subsidized domiciliary hostel residency
- Providing support to residents when required to facilitate the application process for ODSP, OAS/CPP or other income sources, to obtain ID, to provide referral to Trillium Drug Benefit program, Ontario Public Guardian and Trustee
- Authorizing and negotiating placement into a particular domiciliary hostel
- Providing benefits to eligible residents through the Emergency Financial Assistance under the Ontario Works Act
- Monitoring financial eligibility and personal suitability of subsidized residents once admitted
- Review the information provided by operators and approve payments

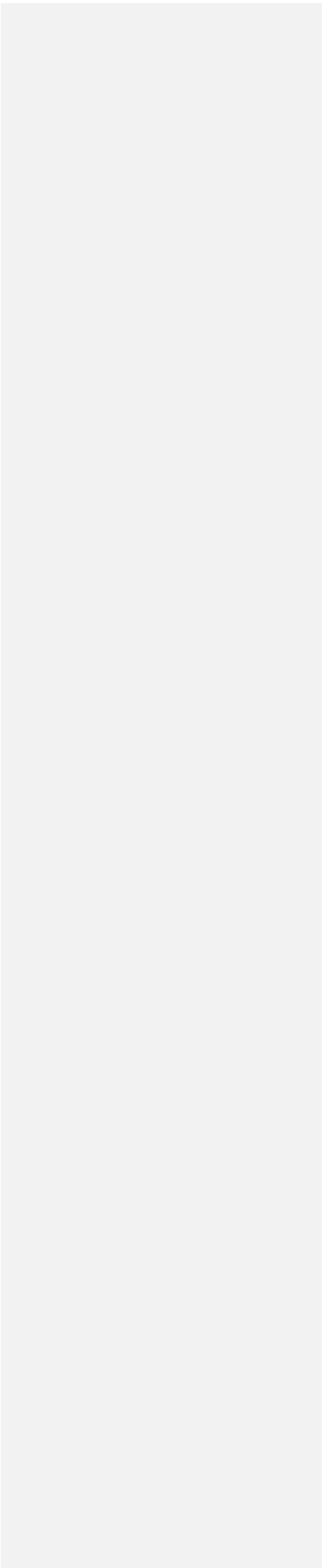
Role of Domiciliary Hostel Operator

The operator provides lodging and service to domiciliary hostel clients in compliance with the service agreement with the City. In signing the service agreement the operator also undertakes to comply with the *Domiciliary Hostel Standards*, which may be amended by the City, from time to time, and form part of the service agreement.

The operator cooperates with the City in carrying out the City's obligations with regards to the Domiciliary Hostel Program. As such, the operator allows City Staff to enter the hostel at any reasonable

time, with or without notice, in order to observe and evaluate the services provided pursuant to the service agreement and service standards.

These service standards will only apply to domiciliary hostel operators under contract with the City 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.
- b) The operator ensures that the requirements of all pertinent legislations, regulations, by-laws, as amended, are met, including:
 - ❑ Ontario Building Code Act
 - ❑ Ontario Fire Protection and Prevention Act
 - ❑ Ontario Fire Code and Retrofit 9.5
 - ❑ Ontario Works Act
 - ❑ Ontario Disability Support Program Act
 - ❑ Substitute Decisions Act
 - ❑ Health Protection and Promotion Act
 - ❑ Tenant Protection Act (“T.P.A”.)
 - ❑ Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)
 - ❑ Workplace Safety and Insurance Act (“WSIA”)
 - ❑ Occupational Health and Safety Act
 - ❑ Ontario Tobacco Control Act
 - ❑ Ontario Employment Standards Act
 - ❑ Ontario Human Rights Code
 - ❑ Ontario Regulation 505/01 (Small Water Works)

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 ensures there are written policies and procedures to guide the hostel’s operation. The policies and procedures are kept current, are available to all staff and upon request are available to each resident.
- d) The operator prepares a monthly Billing Report, a form set out by the City, detailing accurate and complete information concerning each subsidized resident’s income, admission, discharge, vacation, hospitalization. The Billing Report is sent to Social Services in a timely fashion.
- e) The operator ensures timely recording and reporting of significant incidents occurring at the hostel such as accidents, injuries, alleged abuse or abuse of residents or staff, medication error, police intervention, fire. Incident Reports, a form set out by the City, are kept at the hostel and copies are sent immediately to Social Services
- 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. The log is kept at the hostel and may be inspected at any reasonable time by the City.
- g) The operator ensures that, at least once a year, there is an inspection of:
 - ❑ The hostel conducted by fire officials of the City
 - ❑ The hostel conducted by health officials of the City
 - ❑ Fire extinguishers, hose and standpipe equipment conducted by a qualified fire equipment supplier
 - ❑ Heating equipment and chimneys conducted by a qualified equipment supplier, and once a month, an inspection of:
 - ❑ Fire extinguishers, hose and standpipe equipment conducted by in-house staff.All of the above inspection reports are kept at the hostel and may be reviewed at any reasonable time by the City.
- h) The operator ensures that all fire and/or false alarms in the domiciliary hostel are reported immediately to the City’s Fire Services. Reports are kept at the hostel and may be inspected at any reasonable time by the City.

1.2 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 written confidentiality policy is in place. The collection, use, disclosure, and storage of all personal information under contractual arrangement with the City 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) Resident’s personal information can only be disclosed with a signed consent from the resident.

1.3 Safety and Security

- a) The operator ensures that policies and procedures are in place to promote the health and safety of all staff, volunteers and residents in accordance with the *Occupational Health and Safety Act*, as amended, and its regulations. It includes worker training (e.g., new employees, WHMIS, new job procedures), workplace inspections, emergency procedures, First-aid and rescue procedures, Fire prevention etc.
- b) The operator ensures that policies and procedures are in place to manage various types of emergencies (e.g. medical emergencies, fire, flood, threats/ assaults, loss of essential services, service disruption, extreme weather conditions, missing residents, death).
- c) The operator ensures that a procedure is established and followed when a fire alarm is called. 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 City, the Province or the Office of the Fire Marshal for Ontario.
- d) The operator ensures that emergency evacuation procedures are posted in a conspicuous place within the hostel’s premises.
- e) All staff are trained in emergency evacuation of the hostel and all residents are informed of the evacuation plan when they become a resident or as soon thereafter as is practical.
- f) The operator ensures that a First Aid Kit is available on the hostel’s premises and is located in a safe and easily accessible location to all staff. A portable kit is taken on outings. The First Aid Kit is checked and updated on a regular basis.
- g) Emergency phone numbers, police, fire department and ambulance, are posted near every telephone.
- h) During periods of extreme heat, at minimum, air fans and sufficient drinking water are actively provided to residents. Where possible, a room with air conditioning is provided.

1.4 Resident Finances and Trust Accounts

- a) Subsidized residents are responsible for the management of their personal needs allowance and other financial resources. The operator may assist in managing residents finances with a signed consent from the resident.
- b) The operator keeps a financial file for each resident, separate from the resident personal file. The files are kept in a protected location and secured against unauthorized access in order to maintain privacy and confidentiality.
- c) 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 Allowances that are received by the operator in trust for and on behalf of residents are deposited.
- d) The operator maintains an accounting ledger for each resident to record Personal Needs Allowance disbursement and a separate accounting ledger to record all other monies received by the operator in trust for and on behalf of such resident.
- e) The ledgers for each resident detail all deposits to and withdrawals from the trust account, the balance, the source of the deposit or the purpose for the withdrawal, as the case may be, and the date of each deposit or withdrawal. The operator attaches to the applicable ledger any receipt or other record for the corresponding deposit or withdrawal.
- f) The operator makes part or all of the money in the trust account available to a resident upon request and ensures the resident signs and/or initials in the appropriate ledger, as the case may be, to confirm receipt by the resident of such money (cash). In those instances where the operator received money from a trustee in trust for and on behalf of a resident, the operator makes part or all of the money available to such resident only in accordance with the written instructions of the trustee.

- g) The operator retains the deposit books, deposit slips, passbooks, 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 referred to in the previous section is kept in the resident's financial file.
- h) The operator, at any time upon request of a resident, or on written demand of his or her authorized agent, or a trustee acting on behalf of a resident, or such trustee's authorized agent, makes the ledgers and any other documentation pertaining only to such resident available at reasonable hours during any business day.
- i) A statement of financial activity is provided to the resident at least every six months and a copy sent to the City's Social Services. The City may inspect the foregoing documentation pertaining to subsidized residents at any reasonable time.
- j) The operator will not:
 - ☐ **Deposit any money received in trust for and on behalf of 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 pursuant to the Agreement 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 or other negotiable instrument, and the operator must deposit it in one bank account in order to negotiate the cheque or other negotiable instrument, the operator must transfer or deposit the appropriate trust monies into the trust account without any delay.**

1.5 Human Resources

Hiring

- a) The operator hires employees with appropriate qualifications, experience and ability for working with vulnerable individuals and obtains a Canadian Police Certificate from each employee. The operator maintains documentation for each employee including evidence of qualifications, experience, orientation, training and Police Certificate. The Employment Standards Act and Regulations govern the operator and hostel staff.
- b) Written job descriptions describing responsibilities and scope of function are available for all staff positions.
- c) 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 as follows:
 - o At least three (3) years relevant experience working with vulnerable people and/or people with mental illness; or
 - o A high school diploma and at least six (6) months relevant experience working with vulnerable people and/or people with mental illness; or
 - o A suitable level of education achieved through community college, university or other accredited institution.
 - ☐ Obtain First Aid and CPR certificates within their first year of employment, and keep their certificates current thereafter.
- d) At least one staff person directly involved with food preparation obtains the Food Handler certificate course given by the City of Peterborough, or has evidence of similar training and relevant experience.

Orientation

- e) Each new staff receives a copy of his/her job description, an appropriate orientation to the particular job, the hostel's policies and procedures and the staff code of conduct.

Supervision

- f) The operator supervises hostel staff and ensures staff are capable of communicating clearly and effectively with residents, of sustaining the emotional demands of their work and are providing safe and adequate services as set out in these Standards.
- g) A staff code of conduct outlining professional behaviour is posted in a conspicuous place within the hostel’s premises

Training

- h) Each employee is given opportunities and is encouraged to participate in workshops or seminars on topics relevant to their duties (e.g. such as understanding mental illness, non-violent crisis intervention, advocacy issues, community resources and related issues).

Staffing Ratio

- i) 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. When there is only one staff person on site, a supervisor can be reached at all times and additional resources are provided as necessary, in a timely fashion.
- j) The operator ensures that at all times a sufficient number of staff is on duty to ensure compliance with the Agreement and the Service Standards and the resident population housed in the facility.

STANDARD 2: RESIDENT SERVICES

2.1 Admissions, Transfers, Discharges

- a) The operator acknowledges that the City’s written authorization is required for placement of a subsidized resident to their hostel prior to the admission of the subsidized resident.
- b) The operator notifies the City, Social Services, if the services available at the hostel cannot meet the resident’s needs for admission, or if the resident’s needs have changed since admission can no longer be met.
- c) The operator enters into a written tenancy agreement with each subsidized individual who is admitted as a tenant of the hostel. The agreement is signed by the resident or representative, retained in the resident’s records and a copy provided to the resident as per the *Tenant Protection Act, 1997*,S.O.1997, c.24.

2.2 Resident Records

- a) Each resident’s personal file 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
 - ☐ Name, address and telephone number of next-of-kin and, if applicable, attorney for property and attorney for personal care, as set out in the *Substitute Decisions Act, 1992*, S.O. 1992, c.30, as amended;
 - ☐ Previous address
 - ☐ Date of admission
 - ☐ Placement letter from the City
 - ☐ Date of discharge or death
 - ☐ The name, address and telephone number of the resident’s physician(s), if available
 - ☐ Incident Reports concerning such matters as accident, injuries, abuse of residents or staff, and details concerning incident resolution
 - ☐ Log of resident’s leave (overnight, week-end, vacation, hospitalization etc.)

- ❑ Log of medical appointments/treatments and other health related appointments/treatments such as dentist, physiotherapist, addiction treatment
 - ❑ Individualized service plan and
 - ❑ Staff notes relating to the resident such as a log of participation in community or in-house support /recreational activities, changes in the resident's condition, communication with the responsible party when there is a significant change in the resident's condition, care provided to the resident etc.
- b) Upon admission, the operator sets up a written individualized service plan for each new resident. The resident's needs for care and services are determined with the resident. The service plans are accessible to staff members who provide care and services to residents. An individualized service plan 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

2.3 Resident Orientation

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

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 supervision of and, where required, assistance with the routines of daily life are provided by hostel staff.
- b) The operator ensures that a policy is in place that outlines how the hostel monitors on a regular basis the well-being and the presence of a resident in the hostel.
- c) Where a resident's refusal to attend to their personal care infringes upon the rights of other residents, the operator discusses these matters with the resident in a manner which at all times respects residents rights and dignity.
- d) The operator assists residents to obtain the services of a personal physician of the resident's choice.
- e) The operator assists residents wanting to access preventative health care programs by providing information about dental, general physical, birth control, optical, mental health, and other services and programs in their community. Referrals to health services, where appropriate, are made in consultation and in accordance with residents' assessed needs and wishes.
- f) The operator assists residents in accessing transportation to medical appointments.
- g) Either within the domiciliary hostel or by referral to community resources, the operator provides opportunities for each resident to participate in leisure, entertainment, recreational and educational activities, spiritual and religious observances, or other programs according to their personal interests and preferences.

2.5 Medication

- a) There are written policies and procedures in place to govern the storage and management of medication.
- b) At minimum, 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 residents for immediate use
 - ❑ Properly identified as to the drug name and user
 - ❑ Kept in the original container bearing the original label unless transferred to another container and relabelled by the prescriber or the pharmacist
 - ❑ Made available only from properly labelled containers and only to those residents for whom they have been prescribed and as ordered by the physician
- c) A list of all prescription medications being taken by each resident is kept up-to-date.
- d) Only PRN medication, authorized in writing by a physician, is given to a resident upon request. The resident's response to PRN medications is documented, monitored and reported to the resident's physician as appropriate.
- e) A record, such as the Medication Administration Record (MAR) or equivalent, is kept for the release of medication including PRN medication. The record includes the name of the medication, the date, time, dose and route where applicable, and the signature of the person releasing the medication.
- f) Residents who refuse to take their medication and/or choose not to observe other aspects of their health are made aware of their responsibility to ensure that these decisions should not infringe upon the rights of other residents and/or staff.
- g) Visible side effects of medication either observed by staff or reported by a resident, adverse behaviour, or consistent non-compliance to medication are documented, and reported to the resident's physician as appropriate.
- h) Medication belonging to a resident is given to that resident when he/she leaves the domiciliary hostel temporarily, or is discharged. The resident's medication shall be in its original labelled container. When the resident is discharged, if practical, the resident signs a receipt.
- i) Medication that is ordered discontinued by the attending physician or unclaimed when a resident dies is returned to the pharmacist who will ensure it is appropriately disposed of.
- j) Injectable medication of any kind (except for self-injected insulin) is administered only by a regulated health professional.
- k) The operator complies with, and encourages residents to comply with City by-laws and policies concerning the proper disposal of syringes

2.6 Food and Meal Services

- a) The Operator ensures that all food is prepared, handled and stored in a sanitary manner so as to prevent the spread of food borne illness in accordance with the Health Protection and Promotion Act and its Regulations.
- b) Menus are planned, at least two (2) weeks in advance, 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) Weekly and daily menus are posted in a conspicuous place within the hostel's premises, easily accessible to residents, families and representatives. All substantial deviations from the written menus are documented and retained on file.
- d) Residents are served a minimum of three (3) meals a day, and snacks and beverages between each meal. Time intervals between meals shall be regular but flexible in response to other household routines and activities. No more than fifteen (15) hours shall elapse between the evening meal of one day and the morning meal of the following day.
- e) On advance notice, a meal is held aside or a bag/box lunch is prepared for residents who are absent during a meal period to attend school, treatment or employment, or other activities.
- f) The operator provides meals prepared in sufficient quantity, quality and nutritional values to meet the needs of residents.

- g) The operator will encourage clients who appear to be undernourished or underweight or overweight to seek medical or nutritionist assessment. Alterations and/or restrictions to prepared meals are provided for residents with special dietary needs when ordered by a doctor or dietician. This information is kept in the resident's file and in the food preparation area for routine reference by kitchen staff.

2.7 Resident Relations

- a) The operator and management staff act in such a way as to model ethical, responsible behaviour for all who work with them.
- b) Services are provided in an atmosphere of dignity and respect for all residents. Residents' rights and privacy are promoted at all times.
- c) A bulletin board is placed in a conspicuous area within the hostel's premises, easily accessible to residents, families and representatives in order to post menus, house rules, staff code of conduct, resident's rights, complaint procedure and notices of community events.
- d) A copy of the residents' rights and responsibilities and the house rules is given to residents on admission.
- e) Each resident has access to the domiciliary hostel on a twenty-four (24) hour basis, however operators may make appropriate arrangements to ensure late night access to the domiciliary hostel.
- f) Residents have 24-hour access to a bathroom and washroom, a sitting room and their bedroom.
- g) 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. The operator may, for cause, deny certain visitors access to the domiciliary hostel.
- h) A residential (non-pay) telephone for local calls is available in the domiciliary hostel for the use of residents.
- i) The operator makes every effort to provide a private space, when requested by the resident, for private telephone calls or private visits with lawyer, doctor, advocate, friends or family etc.
- j) All mail received and sent by residents is unopened.
- k) The operator allows residents to decorate their rooms and hang wall adornments to their own taste, in keeping with safety requirements and the house rules.
- l) 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.
- m) The operator allows residents to have their own radios, television and clocks in their bedrooms, in keeping with safety requirements and the house rules.
- n) 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.
- o) 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.
- p) 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.

- q) The operator provides the residents with opportunities to establish and maintain an organized residents' council.
- r) Residents are informed of and assisted in accessing advocacy/support agencies, available to them, which can assist them in promoting their rights.
- s) The operator ensures that policies and procedures are in place to manage written complaints regarding the domiciliary hostel and its services and to respond to requests or suggestions made by a resident or resident's representative. The procedures are posted in a conspicuous place within the hostel's premises, easily accessible to residents, families and representatives.
- t) The operator responds, professionally and appropriately, and in a timely fashion, to all written requests, suggestions and complaints. The operator ensures that confidentiality is respected at all times. Records of written requests, suggestions and complaints are kept and include the date received, the feedback and the date it was provided to the complainant, the actions taken to resolve the issues and the follow-up.

2.8 Housekeeping /Laundry

- a) The operator maintains a clean and safe environment at all times and ensures that written housekeeping assignments and/or routines 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.
- c) Bed linen is changed at least once weekly and more frequently as required.
- d) Linen is maintained in a good state of repair and free of stains.
- e) All linens are changed and the bed cleaned when the occupancy of a bed changes.
- f) The operator assumes the cost of laundry and laundry supplies. The resident's personal clothing is laundered at least once a week and at no cost to the resident. The operator, if practical, provides access, at least once a week, to a washer, dryer and laundry supplies without a fee to residents who are both able and responsible to launder their personal clothing.

STANDARD 3: ENVIRONMENT

3.1 Maintenance

- a) The building is kept weatherproof and free from dampness.
- b) The operator maintains the premises, its furnishings and equipment in a safe and clean condition and in a good state of repair. A maintenance plan is provided to the City, upon request.
- c) The access to stairwells and exits are free from obstruction and flammable materials as required by legislation/ fire code regulations.

- d) All chemicals are stored in labeled containers and are kept inaccessible to residents.
- e) The domiciliary hostel is maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit).
- f) Elevators are maintained and inspected on a regular basis and display valid licenses.

3.2 Premises

Bedrooms

- a) The operator does not permit any resident to occupy for sleeping purposes any space in the domiciliary hostel used as a lobby, hallway, closet, bathroom, stairway, cellar, furnace or utility room.
- b) Bedrooms are not less than 7 square meters (75 square feet) and not less than 16.99 cubic meters (600 cubic feet) of air space for each resident.
- c) Each bedroom has glass window(s) which is not less in total area than ten percent (10%) of the floor area of the room in size and can be opened to the outside to provide an open area of at least five percent (5 %) of the floor area of the room.
- d) Bedroom doors are lockable from the inside, and the operator has an access key to each room for use in an emergency situation and/or for cleaning.
- e) Each resident is provided with a bed, a mattress, a bedside table and lamp, a separate dresser, a clothing closet, a waste basket, a chair, a towel rack (towel rack to be available in the bathroom or bedroom) and at least one lockable drawer or one lockable space in the bedroom where the resident may place, at his or her own expense, a lock of a type approved by the operator. All of these items must be clean and in good repair.
- f) The mattresses have a minimum width of 91.44 cm (36 inches) are safe, sanitary and in good repair. Where possible, mattresses are covered with a flame-retardant and moisture-retardant material.

Designated Interior Smoking Area

- g) Any designated interior smoking area is enclosed and separated from the rest of the hostel and provided with a self-closing door and an exhaust vent to the exterior with a minimum ventilation rates according to the Ontario Tobacco Control Act, 1994 sec 9(1).

Dining Area

- h) The dining area has a minimum of 1.85 square meters (20 square feet) of floor space and 3.40 cubic meters (120 cubic feet) of air space per resident when accommodating at one time more than fifty percent (50%) of the resident capacity of the domiciliary hostel and has adequate lighting and ventilation.

Handrails, balustrades, stairways

- i) The operator ensures that the following are installed in the home and are in a good and safe condition:
 - ❑ Handrails on at least one (1) side of any stairway and, where the width of the stairway requires, on both sides;
 - ❑ A structurally sound balustrade or guard rail in good repair on all open sides of a stairway, landing, raised porch or balcony, or roof to which access is provided; and
 - ❑ Stair treads covered with an acceptable non-skid and fire-retardant material

Lighting

- j) The levels of illumination required under the Ontario Building Code are maintained during all hours of operation. Lighting equipment provides adequate illumination for the use of all indoor and outdoor spaces, including all hallways, stairways, landings, ramps, and at all entrances and exits (including the exterior of the front and back doors) to ensure the safety of residents and staff.

Sanitary Facilities

- k) The number of sanitary facilities are, at least:
 - ❑ One (1) washbasin and one (1) flush toilet for every eight (8) residents and
 - ❑ One (1) bathtub or shower for every ten (10) residents
- l) Each toilet and each bathtub have at least one grab bar or similar device of a type that will ensure the safety of residents.
- m) Each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall.
- n) Each washroom, bathroom, shower/bath have a lock, which can be easily released from the outside in case of an emergency.
- o) Where one or more residents are confined to wheelchairs, at least one accessible bathroom, toilet and shower is provided.
- p) Sanitary facilities are equipped with an adequate supply of common toiletries such as toilet tissue and soap.
- q) Sanitary facilities are equipped with receptacles of durable construction that can be easily cleaned, to hold either used towels, other soiled linen, or waste materials.

Sitting Room(s)

- r) The minimum total space for the sitting rooms is the greater of:
 - ❑ An area equal to 1.39 square meters (15 sq ft) of floor space for each resident in the domiciliary hostel
 - or
 - ❑ 11.148 square meters (120 sq ft) of total area

Water supply

- s) The operator ensures the hostel water supply system is adequate to meet the residents’ needs for potable water and for hot water.
- t) The temperature of the water serving all bathtubs, showers and washbasins used by residents does not exceed 49 degrees Celsius (120 degrees Fahrenheit) and is controlled by a device, inaccessible to the residents, that regulates the temperature.

Windows

- u) All operable windows have an attached screen in proper working order, and appropriate window coverings such as shades, blinds, or curtains to provide privacy and prevent entry of flies and other pests. These are clean and in good repair.

GLOSSARY

This glossary of terms is intended to support the Domiciliary Hostel Standards by providing a clear understanding of some key vocabulary and expressions as understood by the City and Operator.

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

Advocacy: a system that supports and assists a resident to express his/her wishes, to understand his/her rights, and to facilitate his/her access to required services.

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

Assessment: systematically gathering information from all available sources (including the applicant/resident or his/her representative) and evaluating the information in order to develop an individualized service plan.

Complaint Process: a mechanism to address and work toward resolving resident, staff and or community concerns.

Conflict of Interest: a situation in which an individual uses or is perceived to use information, influence and/or resources of an organization to which they are affiliated primarily for personal benefit, benefit to their family, or to protect against personal loss or that of related organizations to which they belong, without prior disclosure or affiliation.

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

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

Guidelines: explanatory details related to standards, outline courses of action or explanations related to the standard and are intended to provide guidance and resource to domiciliary hostels.

Individualized Service Plan: a unique, individualized document for each Domiciliary Hostel resident, intended to chart a course of action necessary to help the individual achieve a set of resident driven goals to enhance their quality of life.

Ministry: **the Ministry of Community and Social Services of the Province of Ontario**

Operator: **the operator under an Agreement with the City of Ottawa.**

Per Diem Amount: **an amount calculated in accordance with the formula set out in the Domiciliary Hostel Agreement that is payable by the City to the operator for the provision of services rendered pursuant to the Agreement.**

Principle: is a reason, general truth, a base on which standards are founded or derived.

Procedure: a written set of instructions to achieve a given task. A procedure may form a standard against which to evaluate the performance of that task.

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

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

Personal Needs Allowance: **means the monthly amount set out in the Agreement for the subsidized resident’s personal use.**

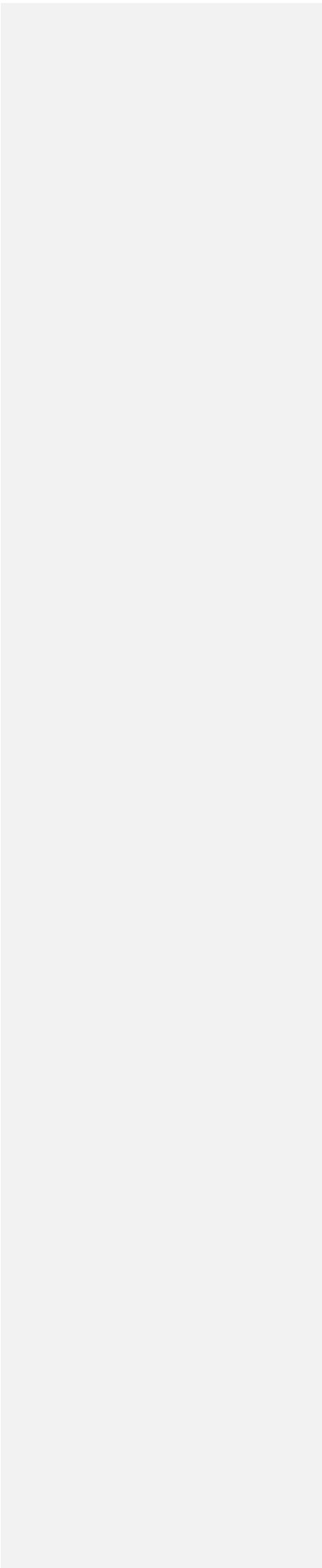
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Resident’s Representative: a person who assists the resident in expressing his/her wishes and understanding his/her rights; a representative can be family member or friend designated by the resident or a legally designated trustee.

Site Review: a visit to the Domiciliary Hostel by City staff, for the purpose of conducting a review of financial and service records and operations as a means to determine if contractual obligations including compliance with Domiciliary Hostel Standards are being met.

Subsidized Resident: a person, other than the Operator, its directors, officers, employees, contractors or volunteers, and who is 18 years of age and over, and determined by the City, in its sole discretion, 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.**



SCHEDULE “C”
NON-DISCLOSURE AGREEMENT

The Operator acknowledges and agrees that in the course of performing its obligations under this Agreement the Operator may become aware of the City’s personal and proprietary information which the City requires to be held in confidence (“Confidential Information”) in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended (“MFIPPA”),

The Operator hereby agrees that:

1. Confidential Information shall include any personal, business, marketing or other information, and, in particular, any information relating to Applicants (as defined in section 2.6 of this Agreement) and to Subsidized Residents of the Operator’s Domiciliary Hostel, from whom information is gathered for the purposes of the Operator fulfilling its obligations under this Agreement, including the names, birth dates and any other identifiable information of the particular Applicants and Subsidized Residents.
2. The Confidential Information shall be kept in confidence by the Operator and shall not be disclosed to any individual or group, except pursuant to MFIPPA.
3. Notwithstanding section 2, employees of the Operator may have access to the Confidential Information only as required for those employees to facilitate the Operator’s obligations under this Agreement.
4. In the event that employees of the Operator become aware of Confidential Information in the course of carrying out duties related to this Agreement or through other activities, the Operator shall ensure that such employees maintain all such information as confidential and that the employees do not disclose or release the information to anyone.
5. The Operator shall further ensure that access to the Confidential Information is restricted only to those employees of the Operator necessary to provide the services under this Agreement and that all such employees execute personal non-disclosure agreements that meet the terms of this non-disclosure agreement.
6. The Operator shall ensure that all reasonable safety measures are used during the provision of the services under this Agreement so as to prevent the unauthorized disclosure, copying, destruction, use or modification of the Confidential Information.
7. No person shall willfully use, disclose or retain the Confidential Information other than as provided for under this Agreement or this non-disclosure Agreement.
8. Upon the City’s request, the Operator shall submit to the City all versions of Confidential Information.
9. The Operator shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs, damages or liability whatsoever which the City, its employees, officers or agents may suffer as a result of negligence of the Operator, its employees, officers or agents in the breach of this Non-Disclosure Agreement.