



THE CORPORATION OF THE CITY OF WINDSOR

Domiciliary Hostel Standards

Residential Support Services

Revised October 2010

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FOREWORD

The Domiciliary Hostel Program is a discretionary service cost shared by the Ministry of Community and Social Services (MCSS) and the Corporation of the City of Windsor.

As the service system manager for homelessness, the Corporation of the City of Windsor enters into service agreements with domiciliary hostel Operators to deliver the Domiciliary Hostel Program.

The purpose of the Domiciliary Hostel Program is to provide permanent housing with limited supports to vulnerable adults.

It is the objective of the Domiciliary Hostel Program to provide:

- A residential living environment that is safe and supportive for all residents
- A client-focused environment where residents are supported in a manner that meets individual needs (e.g. residents have access to a range of structured and un-structured programs)
- Permanent housing insofar as it continues to meet the resident's needs

In 2007/2008, under MCSS direction, Domiciliary Hostel Standards were implemented in the City of Windsor. These Domiciliary Hostel Standards apply 40 consistent standards under 3 categories:

- Program Administration
- Hostel Operations
- Hostel Supports

The intent of the Domiciliary Hostel Standards is to promote and foster independence and social inclusion for residents of domiciliary hostels.

Domiciliary hostels are governed by the following:

- Schedule L1 of Bylaw 395-2004
- Service Agreement
- Domiciliary Hostel Standards

On a yearly basis, reviews are conducted by Corporate staff to ensure domiciliary hostels are in compliance.

PROGRAM ADMINISTRATION

Eligibility Criteria

The Corporation maintains the right to approve or deny assistance at the initial application or re-documentation. All applicants must be 18 years of age or older. Assistance will be denied if, in the opinion of the Community Development & Health Commissioner or his/her designate, the applicant fails to meet the requirements for eligibility under the **Ministry of Community and Social Services Act (MCSS)**.

There are 3 primary factors for determining and approving eligibility for subsidy for placement in a domiciliary hostel.

- Medical Need - Demonstrated need of some supervision and support with activities of daily living but who are not eligible for Long-term Care
- Financial Need – Income and asset level must be below the income and asset levels as set out by MCSS
- Appropriateness of Placement – Without limiting the generality of the foregoing, assistance will be denied if in the opinion of the Community Development & Health Commissioner or his/her designate, the applicant's residency will adversely affect the comfort and well-being of other residents or other more suitable accommodations are available to the applicant.

Home Criteria

The Operator provides lodging and services to domiciliary hostel residents in compliance with the service agreement with the Corporation. In signing the service agreement the Operator also undertakes to comply with the *Domiciliary Hostel Standards* which may be amended by the Corporation, from time to time, and form part of the service agreement. A site review will be completed annually and as required.

All domiciliary hostels must possess a current, valid Class II Lodging Home License from the City of Windsor, and be in compliance with Schedule L1 to By-law No. 395-2004.

If Corporate staff become aware of possible bylaw and/or service agreement infractions, an assessment will be conducted by Corporate staff, and if the concern seems warranted, a referral will be made to Bylaw Enforcement Services to request a formal inspection.

Intake Process

Applicants in need of domiciliary hostel subsidy must contact City of Windsor Residential Support Services to request an application to determine eligibility and availability of subsidized assistance. Whenever possible, all applications will be completed prior to actual placement into the domiciliary hostel. Corporate staff will advise the Operator whether or not subsidy will be provided prior to the applicant being placed in the home.

The Corporation is not financially responsible for any admission of residents into the home without prior approval.

Serious Incidents

The Operator shall record and report all significant incidents occurring at the home such as accidents, injuries, alleged abuse or abuse of residents or staff, medication error, police intervention, fire, etc. Incident reports are kept at the home and a copy is sent to the Corporation within 24 hours of the occurrence or if on the week-end or a holiday, on the next business day.

Resident Absence

The Operator shall notify the Community Development & Health Commissioner or his/her designate within twenty-four (24) hours or on the next working day of each resident who has been discharged, admitted to hospital, or is otherwise absent for any reason.

Every Operator shall maintain a register in which is recorded the time and date of departure from and return to the licensed premises of each resident, provided that no person shall be forced to sign said register on entering or leaving the premises.

The Corporation will pay Operators for overnight absences to a maximum of 14 bed holding days within any 12 month period. As a result of hospitalization, up to an additional 14 days of absences may be covered by the Corporation.

Resident Files

A current list of all residents and records of residents will be maintained by the Operator.

All resident files are to be kept up to date in a secure, confidential place with the following information:

- 🍏 Resident's name, age, date of birth, and gender
- 🍏 Date of admission
- 🍏 Immediate previous place of residence
- 🍏 Copy of tenancy agreement and care home information package
- 🍏 Name, address and telephone number of attending personal physician, if any
- 🍏 Medical history & medication
- 🍏 Mobility Requirements (if appropriate)
- 🍏 Results of functional ability assessments every 6 months
- 🍏 Financial Information (Trustee)
- 🍏 Copy of Power of Attorney, if any
- 🍏 Date when illnesses are reported to physician
- 🍏 Dates when resident is seen by physician and the name of the physician

- 🍏 Dates of any admission to hospital following registration as a resident
- 🍏 Dates of resident's leave (overnight, week-end, vacation, etc.)
- 🍏 Date of discharge
- 🍏 Name, address, and telephone number of next of kin/trustee/power of attorney, emergency contact who can be contacted in the event of sickness or an emergency
- 🍏 Emergency safety information (e.g. requirements for assistance to evacuate in a fire)

Confidentiality

The Operator, its directors, officers, employees, agents and volunteers shall ensure that residents' confidentiality is protected at all times. Any release of residents' information can only be disclosed with the signed consent of the resident.

Personal Needs Benefit – Process

The Operator shall provide each subsidized resident with a Personal Needs Allowance (PNA) which is deducted from the resident's income source and given to the resident or the resident's trustee monthly.

The PNA is used by the resident for personal expenditures. PNA is intended for the purchase of items such as clothing or personal products. It is not intended for the purchase of items of personal care (i.e. shampoo, soap, toilet paper) which should be covered by the per diem subsidy and must therefore be provided by the Operator.

Personal Needs Benefit- Management

Residents subsidized under the Domiciliary Hostel Program are responsible for the management of their PNA and other financial resources. If the Operator manages the PNA for residents, there shall be a ledger or receipt book indicating the amounts and dates issued; and, a receipt signed by the resident each time he or she receives money from the Operator out of these monies.

The Operator shall establish and maintain a separate trust account to be known as "the Resident's Current Trust Account" in a chartered bank of Canada, Province of Ontario savings office, or trust company registered under the **Loan and Trust Corporations Act (Ontario)** in which all monies of the resident received by the Operator for safekeeping shall be deposited.

The Operator is responsible for the receipt from and the disbursement to the resident of monies held for the resident in the trust account established in accordance with the terms and conditions of the Domiciliary Hostel Agreement and for keeping a detailed record of disbursements supported by receipts in respect of each resident. The records referred to in this section may be inspected at any reasonable time by the Community Development &

Health Commissioner or his/her designate.

Staff Qualifications

Every Operator shall ensure that any person working in a domiciliary hostel for the purpose of providing direct care to residents shall:

- (a) be eighteen (18) years of age or over
- (b) produce evidence that he/she has completed grade ten in an Ontario Secondary School or evidence of equivalent standing

Every Operator shall ensure that any person working in a domiciliary hostel in any capacity:

- (a) has obtained a current certificate from his/her physician certifying that he/she is free from communicable disease and fit to work in a domiciliary hostel
- (b) has had a test for tuberculosis prior to commencing employment and thereafter every twenty-four months. The test shall be a Tuberculosis Skin Test (Mantoux Test 5 T.U. P.P.D.) and any recommended subsequent x-rays. The results of the test shall be filed with the Operator and be available for inspection by the Medical Officer of Health or his/her representative
- (c) maintains current immunization

The Operator shall ensure there is a process to orient and train staff upon their employment in the home. Training may include but is not limited to: Workplace Hazardous Material Information System (WHMIS), First Aid and CPR, Safe Food Handling, and Crisis Intervention.

Staffing Levels

At a minimum the Operator shall provide staff at the ratio of one staff equivalent for each seven residents during each twenty-four hour period. For the purpose of this section "staff equivalent" means a person working for not fewer than eight (8) hours during a twenty-four (24) hour period. The hours worked by part-time staff working fewer than eight hours in a twenty-four hour period may be used collectively in determining the staff ratio. A staff person shall be on duty at all times of the day other than the night shift and two (2) staff persons shall be on duty during the night shift which is defined as follows:

- 11:00 o'clock p.m. to 7:00 o'clock a.m. the next morning, or
- 12:00 o'clock midnight until 8:00 o'clock a.m. the next morning

Staff Conduct

The Operator shall establish a code of conduct for staff outlining professional behaviour towards residents. All staff will receive training on the code of conduct upon commencing employment at the home. Staff are expected to refrain from developing personal relationships with residents outside the home and are prohibited from entering into sexual relationships with any resident. The code of conduct will be posted in a common room within the home.

The code of conduct must include but not be limited to the following Code of Ethics:

1. We will maintain the highest standards of integrity in all of our dealings with residents, families, employees and suppliers.
2. We will deal honestly, openly and fairly with our residents and their families.
3. We will uphold the principle of appropriate and adequate compensation for the services provided.
4. We will provide adequate, safe and pleasant facilities and serve our residents to the best of our ability, having regard for the total physical, emotional and spiritual needs of our residents.
5. We respect the rights of our residents as individuals.
6. We will employ staff with good moral character and satisfactory experience, competency and compassion.
7. We will further ensure that at all times; our staff is courteous and respects the dignity of our residents, their relatives and the general public.
8. We will comply with relevant municipal and provincial regulations governing our industry and work toward improvement in regulations to ensure the best interests and well-being of our residents.
9. We will avoid all conduct or practice likely to discredit the long term residential care industry.

Insurance

The Operator shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. Such policy shall be issued in the name of the Operator, shall have inclusive limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage resulting from any one occurrence in respect of and during the provision of domiciliary hostel services, shall contain a clause including liability arising out of the provision of domiciliary hostel services, shall contain a cross liability clause with the Corporation as an additional insured, and be in a form satisfactory to the Corporation.

The Operator shall obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Operator and used in connection with the day to day operation of the domiciliary hostel services or vehicles not owned by the Operator, but used in connection with the day to day operation of the domiciliary hostel, including passenger hazard in the amount of two million dollars (\$2,000,000.00).

A certificate of insurance must be produced at the time the Operator enters into an agreement with the Corporation and each time the insurance policy is updated.

Inspection

The Operator shall ensure that annual inspections are completed as required by City of Windsor Fire Services, the Windsor Essex County Health Unit and the City of Windsor Building Department.

In addition, inspections must be conducted on:

- Heating equipment and chimneys between June and September to ensure that they are safe and in good repair
- Fire extinguishers, hose and standpipe equipment conducted by in-house staff monthly

All of the above inspection reports are kept at the hostel and may be reviewed at any reasonable time by the Corporation.

HOSTEL OPERATIONS

Physical Safety

The Operator shall establish policies and procedures to protect the safety of residents and staff in emergency situations (i.e., power outages, fires, and periods of extreme cold or heat). Staff and residents must be trained on emergency procedures.

The Operator shall ensure that a fire safety plan is prepared, approved and implemented in accordance with Section 2.8 Emergency Planning of the Ontario Fire Code, and reviewed annually.

The Operator shall maintain a clean, safe and sanitary home at all times, and without limiting the generality of the foregoing, shall:

- (a) keep the cellar or basement of the building well drained and ventilated
- (b) keep the lodging house weatherproof and free from dampness
- (c) keep all heating equipment in good repair
- (d) remove all rubbish, garbage, ashes, any flammable material and other debris and shall ensure that the premises are kept free of vermin, insects, and other pests
- (e) not permit the use of any bathroom for laundry purposes
- (f) maintain heat in the premises in compliance with the provisions of the Property Standards By-law of the Corporation as may be amended from time to time

The Operator shall ensure that residents are not subjected to emotional, physical, or sexual violence/abuse and/or threats of emotional, physical, or sexual violence/abuse. The Operator shall develop policies and processes to ensure residents may safely report any violence and/or abuse, including threats of violence/abuse.

Health & Safety

The Operator shall ensure that Health and Safety policies are in place. These policies should include but not limited to:

- Staff training in universal precautions
- First Aid/CPR
- WHMIS
- Personal safety for staff and residents which could include a ban on weapons
- Training on communicable disease control (i.e., signs re: importance of hand washing)
- Occupational exposure to blood or bodily fluids

Telephones

The Operator shall ensure that access to a telephone for local calls (non pay) is available for residents' use. The phone that is available for the residents' use must be located in a setting which offers privacy for conversations.

Bedrooms¹

The Operator shall provide bedrooms that are comfortable for sleeping and reading and are free from hazards. The Corporation believes that no more than two (2) residents should reside in one bedroom. An approved Business Case is required for homes that have more than 2 residents/room. The Business Case will be reviewed at the time of the first compliance review.

The Operator shall not permit any resident to occupy for sleeping purposes any space in the domiciliary hostel used as a lobby, hallway, closet, bathroom, laundry, stairway or kitchen.

The Operator shall ensure that each bedroom has a glass window(s) which is not less 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.

A bedroom for a resident in a domiciliary hostel shall be furnished so that:

- All beds are at least 0.91 metres apart
- Each bedroom has 17 cubic meters (600 cubic feet) of air space for each resident
- No part of any bed overlaps an unprotected source of heat, a window or a door
- Each bed is sheltered from draft
- Each bed is provided with an individual light that is suitable for reading

Bathrooms/Washrooms

The Operator shall provide washrooms which are safe, sanitary and adequate for all the residents in the home. Washroom facilities will include toilets, sinks, shower/bath or separate shower and bath, with hand bars, rails and non-skid mats available as needed. An adequate supply of common toiletries must be in the bathrooms at all times (toilet tissue, dispensing soap, hand towels, etc.)

¹ Best practices suggest that private rooms are preferable but that if shared rooms are provided, there should be no more than 2 residents per room.

Kitchens

Kitchen facilities and food preparation areas shall have adequate space, equipment and supplies to ensure the safe and sanitary preparation of all food. All cleaning and hazardous materials must be stored in an area separate from the area in which food is prepared or where food supplies are stored. Staff members who work in the kitchen must be trained in the safe handling, preparation and storage of food.

Food preparation areas must comply with the Food Premises Regulations made under the Health Protection and Promotion Act as amended from time to time.

Common Areas

A communal area shall be provided which is sufficient to allow residents opportunity to gather together for purposes of dining, recreation, activities and conversation. Residents should have access to the common area 24 hours a day. An outside area which is adequate, sanitary, well cared for and appropriate to the needs of the residents should be available.

The Operator shall provide not less than 4.5 square metres (50 square feet) of amenity area for each resident with not less than 50 percent of the required amenity area to be located within the lodging house. The amenity area shall consist of landscaped open space and indoor recreational areas readily accessible to all residents of the building and may include up to 50 percent of the dining area.

The Operator shall provide a dining room or rooms with a minimum of 10 square feet of space per resident. The eating area shall be large enough to accommodate at least 50% of the residents at one time.

Furnishings

All furnishings in the home shall be clean and in good repair. All furniture in common area shall be cleaned and dusted regularly (at least once per week) and be kept in good working order. Windows and floors in bedrooms will have appropriate coverings that are clean and in good repair.

Linens

The following linens shall be provided to each resident in the home: towels, washcloths and bed linen (including sheets, pillowcases and blankets) which are clean and in good repair. Extra blankets must be available as requested. All towels, washcloths and linen supplies will be changed a minimum of once per week and more frequently when required.

The Operator shall assume 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.

Medication Management/ Drug Storage

The Operator shall establish a procedure and practice satisfactory to the Medical Officer of Health for the safe administration and application of medication to the residents for whom the medication is prescribed. The following procedures must be included:

- (a) any medication prescribed by the physician must remain in the original container bearing the resident's name
- (b) an operator will ensure that medications are taken by the correct person from the individually-labelled containers
- (c) a daily record shall be prepared for each resident taking medication and shall specify the name of the medication, the dosage and the times it is to be given. The staff person giving the medication shall sign or initial on this record in the appropriate time slot each time the medication is given
- (d) all medication required to be given by intramuscular or intravenous injection shall only be given by a registered nurse or duly qualified physician with a current Ontario licence
- (e) all medication shall be kept in a securely locked cabinet unless such medication is in the sole possession of the resident

Water

The Operator shall ensure there is an adequate supply of potable (drinkable) and hot water in accordance with licensed capacity of the home.

The Operator shall ensure that the temperature of the water serving all fixture outlets and/or faucets used by residents does not exceed 49C (120 F).

Heating/Cooling

The Operator shall ensure that the home is maintained at a minimum temperature of 22C (71.6F) in cooler months and that provisions are made for providing cool living areas for all residents in summer months (i.e. air conditioning or fans for bedrooms and air conditioned common areas).

Garbage

The Operator shall ensure that all garbage is removed from the building daily and stored and disposed in a manner satisfactory to the Corporation. The Operator shall ensure that the premises are kept free of vermin, insects, and other pests.

HOSTEL SUPPORTS

Activities of Daily Living²

The Operator shall ensure that assistance with the routines of daily life, such as but not limited to eating, bathing, personal hygiene, toileting, dressing and the maintenance of privacy and personal dignity, as required by the residents, are provided. The Operator will provide support and encourage residents to perform daily living skills to the best of their ability.

Resident Well-being³

The Operator shall provide opportunities for each resident to participate in leisure, entertainment, recreational and educational activities, spiritual and religious observances, or other programs according to the resident's personal interests and preferences. The Operator shall encourage residents to participate and will regularly invite service providers into the home to either provide programming or to inform residents of available programs.

Tenancy Agreements

The Operator shall enter into a written tenancy agreement with each subsidized individual who is admitted as a resident. The agreement is signed by the resident, retained in the resident's records and a copy provided to the resident as per the Residential Tenancy Act.

With each tenancy agreement, the Operator shall provide the resident with the Care Home Information Package.

Access to Home

The home shall be accessible to residents on a 24-hour basis. The Operator shall also ensure that policies exist to allow reasonable access of residents' guests into the home to visit residents.

House Rules/Rights & Responsibilities

The Operator with input from residents shall ensure that house rules are established. These rules will include, but not be limited to, the residents' rights and responsibilities as per the

² Best practices indicate that owners/operators and staff should work towards providing an 'empowering environment' for all residents, so residents are provided with support for activities of daily living while at the same time are encouraged to grow, develop and maintain independence.

³ Best practices indicate that owners/operators are encouraged to facilitate residents' participation in activities in the home and in the community (i.e., meal preparation, laundry, recreational and leisure activities) to support independence and healthy living.

Residential Tenancy Act. The Operator shall provide a copy of the rules to each resident upon intake and shall post house rules in a location that is accessible to residents and staff. House rules will be reviewed by staff and residents on a regular basis and revised as appropriate.

House Meetings

The Operator shall offer regular house meetings at a time which is appropriate for the largest number of residents. The purpose of the meeting is to give residents a chance to discuss the operation of the home such as menu selections, hours of access, recreational and leisure opportunities, and other related matters. Meetings will be held a minimum of once a month and notice of meeting will be posted in a common area one week in advance.

Conflict Resolution

The Operator shall ensure that procedures are in place to manage conflict within the home, regarding staff, other residents, or the operation of the home itself. The procedure will include a process to respond to concerns and suggestions in an informal but effective manner.

Privacy

The privacy of residents shall be respected at all times. Bedroom and bathroom 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.

The general rules about a resident's right to privacy as outlined in the Residential Tenancy Act apply to all care homes including domiciliary hostels.

Meals/Nutrition

The Operator shall ensure 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 Food Premises Regulations made under the Health Protection and Promotion Act.

The Operator shall provide to the resident food having adequate nutritional value in accordance with the daily requirements as outlined in the current Canada's Food Guide and having energy value which is adequate to maintain the average weight of each resident.

The Operator shall provide to the resident not less than three meals daily comprised of breakfast, lunch and dinner which are well-balanced and healthful snacks and fluids which

are in accordance with Canada's Food Guide.

The Operator shall maintain an adequate supply of perishable foods to meet the needs of the residents for at least a twenty-four hour period and non-perishable foods to meet the needs of residents for at least a three day period.

The Operator shall provide special diets or nutritional supplements to a resident when these special diets or supplements are ordered in writing by a physician or a registered professional dietician, or are for religious purposes.

Residents shall have the option of obtaining a brown bag meal should they be away from the home during a scheduled meal time.

The services of a registered professional dietician consultant, with expertise in food service, management, menu planning, quantity food preparation, and preparation of special diets, shall be employed to review menus and assist domiciliary hostel staff with the management of their food service system annually.

Menus

The Operator shall post a weekly menu, in a place readily accessible and conspicuous to residents. Menus shall be posted seven days in advance of the date on which the meals are to be served and any changes shall be marked on the posted menus before the preparation of the meal is started.

The Operator shall ensure that all menus specified shall be retained in chronological order in a file in the domiciliary hostel for a period of not less than 90 days.

Home Entertainment

The Operator shall provide at least one television (TV) for residents' use in the common area. The TV must be in good repair with cable, satellite or digital capacity. Home entertainment equipment for residents' use is to be provided and maintained in good repair by the Operator and shall be of a type, quality and quantity adequate to the needs of the residents and in keeping with a home-like atmosphere.

Bedrooms/Personal Use

Residents' bedrooms are their personal space and their home. The Operator shall ensure that residents have the latitude to personalize their space, provided their actions do not infringe upon the rights of others or pose a health and safety risk to the resident, other residents, or staff.

The Operator shall provide each tenant with a secure storage area for their personal belongings.

Transportation

The Operator shall make every attempt to ensure that transportation (either public or private) is available to all residents to allow them to attend medical appointments, social activities and recreational or therapeutic programs.

The Operator, wherever practical, shall ensure that transportation to all community programs, facilities and services are to be via public transit system, as to encourage independence and personal growth.

Where a resident is not eligible for transportation costs through Ontario Works or Ontario Disability Support Program and the Operator has paid for transportation on his/her behalf, the Operator may receive reimbursement for transportation costs as per the City of Windsor Residential Support Services transportation policy.

GLOSSARY

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

Corporation: the Corporation of the City of Windsor.

Corporate Staff: means the staff of the Corporation of the City of Windsor authorized to exercise the rights and perform the duties of the Corporation with respect to the Domiciliary Hostel Program.

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

Domiciliary Hostel: a place of board or lodging maintained and operated by a person under an agreement with a Municipality.

Domiciliary Hostel Services: the provision of board, lodging and personal requirements, including items of personal care, cleanliness and grooming needs on a long-term basis for vulnerable adults that are of low-income and not eligible for long-term care.

Operator: The Owner/Operator of a domiciliary hostel under an agreement with the Corporation of the City of Windsor.

Per Diem: an amount calculated in accordance with the formula set out in the service agreement that is payable by the Corporation to the Operator for the provision of services rendered pursuant to the service agreement.

Service Agreement: a mutual and legally binding understanding between the Corporation and the Operator as to their respective rights and obligations.

Site Review: a visit to the domiciliary hostel by Corporate 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 the Domiciliary Hostel Standards, are being met.

Subsidized Resident: a person who is 18 years of age and over, who has been determined by the Corporation to be eligible for financial assistance under the Domiciliary Hostel Program.