

# City of Ottawa Residential Services Standards

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# **INTRODUCTION**

# **Program description**

Private or non-profit residences, also known as Residential Services Homes, provide long-term permanent housing to vulnerable adults who require some supervision and services to maintain their independence in the residence/community. Residents are typically living with a psychiatric, developmental or physical illness and/or disability. Homes offer a residential living environment that is safe and supportive for all tenants. Services provided include 24-hour urgent response, medication management, meals and snacks, furnished rooms (most are shared accommodation), housekeeping, personal laundry and opportunities for social and/or recreational activities. Homes also provide access to other on-site and community-based services.

# **Background**

The City of Ottawa, formerly the Regional Municipality of Ottawa-Carleton, has administered Residential Services (previously known as Domiciliary Hostel) funding since the 1970s. The City, through the Housing Services Branch (HSB) provides financial subsidies for approximately 980 eligible residents through purchase of service agreements with Operators of 26 privately owned and five not-for-profit Residential Services Homes located in Ottawa's urban as well as rural areas. Program funding is from the Ministry of Municipal Affairs and Housing (MMAH) through the Community Homelessness Prevention Initiative (CHPI). Residential Services Operators provide services in accordance with the service agreement, which outlines service standards as well as legislative requirements. HSB partners with the Community and Social Support Unit of the City's Community and Social Services Department (CSSD) to provide intake, assessment and ongoing monitoring of admission and financial eligibility for subsidized residency. Individuals applying for subsidies may self-refer and/or be referred by families, doctors, hospitals, and other community agencies.

# **Standards Update**

In 2004, the HSB developed service standards beyond those already set out in service agreements. These standards were subsequently refined through stakeholder consultation, site visits and a review of practices in other communities in response to the Ministry of Community and Social Services (MCSS) 2006 Domiciliary Hostel Framework which outlined 40 service categories. The City of Ottawa's Domiciliary Hostel Standards were subsequently approved by City Council in February 2006 with minor revisions occurring in 2010.

With the delivery of services previously provided under the MCSS Domiciliary Hostel program transferred to the Ministry of Municipal Affairs and Housing (MMAH) in 2013 as part of the consolidation of funding under the Community Homelessness Prevention Initiative (CHPI) there was a commitment by MMAH to review the previous MCSS framework to ensure it aligned with the vision, guiding principles, and objectives of CHPI funding under the Housing with Related Supports service category.

After consultation with Service Managers (SMs) over 2013-2014, MMAH developed a new Standards Framework that requires SMs to develop local standards under eight provincial categories as follows:

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- eligibility
- staffing
- insurance and monitoring
- conflict resolution
- complaints processes and reporting
- rights and responsibilities
- physical health, safety and wellbeing of tenants
- provisions of or access to activities and support services
- monthly allowance for personal use

# The purpose of the new Standards Framework is to:

- Provide protection for vulnerable tenants who reside in long-term housing where tenants are dependent on the on-site daily supports and services delivered by the Residential Services Operator; and
- To provide continued flexibility for SMs in the delivery of community-based housing solutions that address homelessness and those at risk of experiencing homelessness

The City's Residential Service Standards articulate the City's expectations, ensuring that purchased services are provided in an atmosphere of dignity and respect for all residents, and create a framework to monitor purchased activities and services. These service standards form the purchase of service agreements between the City and Residential Service Operators.

The goals in updating the Residential Services Standards are to:

- Ensure the City meets its obligations under CHPI
- Ensure consistent basic resident services throughout the service system in the City of Ottawa
- Articulate an acceptable standard of service delivery focusing on tenants rights, health, safety and quality of life
- Ensure that standards are results focused, observable and verifiable
- Ensure that standards are attainable within current resources

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

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# Role of the City of Ottawa

The Housing Services Branch's key responsibilities are to:

- Manage the Community Homelessness Prevention Initiative (CHPI) services provided under CHPI's Housing with Related Supports service category
- Negotiate service agreements with Residential Service Operators
- Create and update service standards
- Manage the Residential Services budget and administer service funding
- Monitor and enforce compliance to service agreements and standards through annual compliance reviews
- Investigate complaints and take remedial action where necessary

The Housing Services Branch ensures that the Community and Social Supports Unit through the Residential Services Team (RST) provide the following services:

- Receive requests and referrals for subsidized placement in Residential Services homes
- Determines financial eligibility and admission suitability of applicants for subsidized Residential Services placement
- Provides supports to residents, as required, to facilitate the application process for ODSP, OAS/CPP or other income security benefits, to obtain identification, to provide referral to the Trillium Drug Benefit program, Senior co-payment or Ontario Public Guardian and Trustee
- Authorizes and negotiates placement into a Residential Services home
- Provides benefits to eligible residents through Emergency Financial Assistance under the Ontario Works Act and/or the City of Ottawa's Essential Health and Social Supports (EHSS) Program
- Monitors ongoing financial eligibility and admission suitability of subsidized residents once admitted
- Reviews the billing information provided by Operators and approve payments
- Collaborates with Operators and/or community partners to maintain resident housing and/or prevent homelessness

# **Role of Residential Services Operator**

The Residential Services Operator:

 Provides lodging and services to Residential Services residents in compliance with the service agreement with the City. In signing the service agreement, the

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Operator also undertakes to comply with the Residential Services Standards, which outline the City's expectations and which may be amended by the City, from time to time, and form part of the service agreement.

- Receives requests and referrals for resident placement and determines suitability of residents for the home
- Accepts residents and enters into a Tenancy Agreement
- Issues the Personal Needs Allowance to residents in accordance with established City of Ottawa policies
- Reports serious occurrences to the City of Ottawa's Housing Services branch and cooperates fully with any required follow-up
- Implements remedial actions regarding complaints as quickly and effectively as possible
- Provides financial information as stipulated in the Service Standards and Funding agreement
- Cooperates with the City in carrying out the obligations and expectations with regards to the Residential Services Program. As such, the Operator allows City staff to enter the home 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 only apply to Residential Services Operators under contract with the City of Ottawa, to provide services to subsidized residents.

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# **STANDARD #1: ELIGIBILITY**

# 1.1 Eligibility Criteria

To be eligible for a subsidy a person must:

- Be 18 years of age or older
- Be a person living with a psychiatric, developmental, physical illness and/or disability, frailty, vulnerability and require housing based support due to homelessness or housing instability
- Voluntarily agree to accept placement
- Have an immigration status in Canada other than visitor, student, temporary work visa or sponsored immigrant
- Be able to live in a group setting and display safe, respectful, and non-violent behavior
- Be able to bathe, dress, take care of one's toileting or qualify for community care services (CCAC) to manage these needs independently
- Be able to walk and change position or use an assistive device to move and change position independently
- Manage community outings and transportation arrangements independently (unless services are offered as part of a rural location)
- Adhere to prescribed medication/treatment plan and/or be medically stable as determined by a health professional
- Adhere to a court ordered plan, probation order and/or community treatment order, if applicable
- Manage alcohol and/or substance use choices responsibly within a group setting
- Be able to manage finances independently or agree to have finances managed by a Power of Attorney for Finance, or Public Guardian and Trustee, or consent to have money managed by the Operator
- Have limited financial resources and meet the allowable asset level

# 1.2 Application and Intake Process

The application and intake process begins when an applicant or third party referral source such as a hospital, community agency, social worker, etc. contacts the Residential Services team (RST) by phone, fax or mail (no email?) The intake process includes the following steps:

#### 1.3 Screening

1. An initial screening to determine potential eligibility for a Residential Care subsidy and placement.

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- 2. Where a resident appears to be potentially eligible, the Intake Referral for Subsidized Residential Home Placement Form (Form #584) is faxed or mailed to the applicant or the third party referral source for completion. Sources that refer regularly (e.g. hospitals) may send in a completed application form without first calling the intake line.
- 3. Where it is determined that the resident does not meet the financial or admission criteria, the applicant or the third party referral is advised of the criteria. The applicant's right to appeal requires a formal assessment, decision and completion of the Residential Care/Residential Home Services Application (Form #566). The offer of an appointment and the resident's decision must be noted in the applicant's electronic file.
- 4. Contracting a return date for the referral form and re-contacting the applicant, as required.
- 5. Opening, requesting or creating a municipal electronic and physical case file.
- 6. Reviewing all received intake referral forms for completeness and eligibility.
- 7. Compiling an intake package for assignment which includes the intake referral form, additional supporting documents (if applicable), physical file, and the electronic municipal case file profile.
- 8. Assigning the file, within two business days from receipt of the completed Residential Care/ Residential Home Services Application Form (Form #566) to a Residential Care Services Worker (RCSW) who will contact the applicant.
- 9. Discontinuing files in cases where the applicant refuses an intake assignment.

# 1.4 Assessment

- 1. Scheduling, within one business day, an assessment appointment with the applicant and informing the applicant of documentation requirements (see Application/Review Document List (Form #767).
- 2. Determining financial eligibility which includes assessing and verifying income and assets, ensuring that amounts are within the program's allowable limits, and determining the residential care subsidy amount.
- 3. Determining if the applicant meets the admission criteria for placement through both formal and informal consultation with the resident and referring professionals.
- 4. Ensuring that all required forms are signed and all required verification is received prior to finalizing eligibility.
- 5. Ensuring that the electronic case file requirements and notes are completed for all applicants.
- 6. Visually verifying and/or photocopying all supporting documents.

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7. Advising the applicant or the third party referral source when the applicant does not meet the financial or admission criteria, of the right to appeal using the Subsidy Decision Letter (Form # 769) within 3 days of the decision.

# 1.5 Placement

The Residential Services Worker (RSW) coordinates the placement of residents, who have been determined eligible for a subsidy as follows:

- Matches the resident's unique profile to the services/features offered within the database of Residential Homes.
- Consults with Operators to verify bed availability and arranges for eligible residents to view up to three (3) potential homes.
- Informs the resident about the Residential Services Homes where space is available. The resident chooses up to three facilities to visit, and after visiting all three, informs the RSW of his /her first choice.
- Determines a potential placement date as agreed to by the Operator and applicant.
- Arranges a trial overnight visit for the preferred home. At this visit, the Operator will orient the prospective resident to the residence.
- Ensures all required documentation is completed and signed prior to placement, once all parties agree to placement.
- Authorizes the residential services subsidy, by sending the signed Placement Authorization (Form #762) to the Operator for signature. The double signed authorization is returned to the Residential Services unit and placed in the resident's municipal file.
- Provides the Operator with necessary information about the resident that would be required for the Operator's Service Plan and facilitates any resident placement needs in collaboration with the Operator before the placement date.
- Informs the Ontario Works (OW) or Ontario Disability Support Program (ODSP)
  Case Coordinator of the resident's move to a Residential Services Home, and
  the actions required by faxing a Notice of Resident Admission to a Residential
  Home (Form#770) if the resident is in receipt of social assistance
- Noting on file, where the time frame between the initial meeting and placement exceeds the 30 days service standard.

# **1.6 Resident Orientation**

- a) On admission or shortly thereafter, the Operator provides each new resident with written information and/or explanation as to the following:
- The residence's physical and organizational structure and services available including meals, personal laundry and housekeeping
- Residents' rights and responsibilities when living in the home

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- Staff Code of Conduct
- House Rules/Expectations
- Resident's Council
- Bill of Rights
- Medication Management supports
- Money management, if applicable
- Feedback procedure (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.)

# 1.7 Transfer

- a) Residents may be transferred from one Residential Services home to another, generally due to reasons related to changes in the resident's situation and/or needs. While in the process of exploring alternative home options, the current Operator is advised of the intent to transfer the resident by the City.
- b) If a resident's ability to self evacuate in the event of an emergency/fire changes, they may have to be transferred to another Residential Services Home.
- c) Any resident wishing to transfer to another Residential Services Homes must provide 60 days written notice to the Operator (landlord) as per the <u>Residential</u> <u>Tenancies Act, 2006</u> (the "RTA") and must verbally inform his/her RSW. The 60 days notice will not be required if both Operators agree to a move or transfer and subsidy will cease on the day before the date of transfer.
- d) Approved moves and transfers will normally be conducted at month end. Exceptions will be made in emergency circumstances, e.g. the resident, other residents, or staff is at risk.
- e) The resident is responsible for continued payment of the resident contribution for the full 60 days legal notice period.
- f) The Operator is obligated to refund in a timely fashion, any and all monies owed to the resident, including the balance of any trust monies, and to remit to the resident all of his/her medications and personal belongings immediately upon discharge from the home. The Operator may not withhold any portion of the resident's income that is to be applied to the following month or any portion of a resident's trust. The Operator may attempt to recover any outstanding funds through any recourses available to them.
- g) The City of Ottawa will not be held financially responsible if a resident moves from a Residential Services home without providing sufficient notice or if a transfer is completed without the prior approval of the RSW. In these cases the subsidy is terminated one day before the date of discharge.

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- h) Where there is a placement offer for a Long Term Care (LTC) facility, the resident is expected to accept and move into the LTC facility within 48 hours, or in exceptional cases, the resident can pay to hold the bed up to five days. In these cases, the City of Ottawa will not be held financially responsible if a resident moves from a Residential Services home to a long term care facility without providing sufficient notice and the subsidy is terminated one day before the date of discharge. The Operator may attempt to recover any outstanding funds through any recourse available to them.
- i) The residential care subsidy provided by the City ends the day before the resident leaves the home as the service for which per diem funding is paid is no longer being provided. It is at the discretion of the Operator on whether or not to refund the resident's contribution for the balance of the month.
- j) In the event a resident becomes financially ineligible, due to an increase in income, the RSW will negotiate with the home to have the resident remain at the current per diem rate.

# 1.8 Discharge/Termination

- a) Operators are expected to be aware of and comply with the guidelines of the <u>RTA</u> when issuing a notice of termination or requesting a transfer of tenancy.
- b) If a resident's condition changes and his/her service needs are no longer able to be met by the home the resident will be referred to the Community Care Access Centre (CCAC) to determine and arrange for suitable placement.
- c) When a tenant enters hospital and is ready to be discharged, if Operator determines that the residence is no longer suitable for the tenant, the Operator shall advise the City so that the City can make arrangements to relocate the tenant. The Subsidy will cease on the date the tenant is ready to be discharged or the maximum allowable absence, whichever is less.
- d) In cases of eviction or transfer of tenancy, the RSW is advised by phone, as soon as the date is known. If possible, a discharge meeting is conducted before the discharge date with the resident, Operator, RSW and community support partner, where applicable, to assist the resident with developing a discharge plan and to provide resources to secure alternate housing to prevent homelessness.
- e) In cases where the City is aware of a risk of termination of tenancy, the RSW will make all reasonable attempts to work together with the Operator, the resident and their support partners to resolve the issues placing housing at risk with the goal of maintaining housing and preventing homelessness.
- f) In all cases of termination the Operator is responsible to provide a copy of the application and Notice of Hearing to the tenant within established timeframes as outlined in the RTA.
- g) Operators cannot refuse services to a tenant pending the outcome of a termination decision.

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- h) At the time of termination, the Operator is obligated to refund in a timely fashion any and all monies owed to the resident, including the balance of any trust monies, and to remit to the resident all his/her medications and personal belongings immediately upon discharge from the home.
- i) The Operator may not withhold any portion of the resident's income that is to be applied to the following month or any portion of a resident's money management account.
- j) The Operator will recover any outstanding funds through any recourse available to them.
- k) The City will not be held financially responsible if a resident is evicted, or moves from a Residential Services home without providing sufficient notice, or if a transfer has been completed without the prior approval of the RSW. In these cases the subsidy is terminated one day before the date of discharge.
- I) Where a resident is considered a credible risk to others, the Operator may consider terminating the tenancy under section 64 of the RTA (Interference with reasonable enjoyment). The landlord may wish to consider the following before making an application to terminate:
  - i. The threat has been documented by the home; and
  - ii. The home has contacted the RSW, community support worker, and/or family members for support.

# 1.9 Billing Process

- a. The City of Ottawa will pay the applicable per diem effective the first day of admission. The per diem is not paid for the resident's discharge date.
- b. Operators bill the City of Ottawa on a monthly basis for all residents who have been approved for subsidy. The Operator, RSW and the City's Finance unit each play a role in the billing process.
- c. The role of the Residential Services Operator is as follows:
  - i. Receives the Residential Services Billing Sheet including the absence recording sheet. (See; Billing Sheet example).
  - ii. Reviews billing information captured on the sheets: resident's name, days in the Residential Services home for the month, income, and special benefits received by the resident.
  - iii. Records changes to income and/or absences directly on the sheet.
- d. Forwards the completed sheet signed and dated by the Operator or their legal designate, to the RSW by the 15th day of the month.

# 1.10 Absence Policy

a) When a subsidized resident is absent from the Residential Services Home for an extended period of time (i.e., hospitalization, incarceration, other institutional stays etc), the City shall pay the Operator the per diem amount for each day that

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- the subsidized resident is absent from the home up to a maximum of 14 days per calendar year.
- b) The City acknowledges the importance of residents maintaining familial/social relationships in the community. Reasonable weekend and short-term vacation leave is to be recorded however does not count against the 14 days maximum (above). This leave is to be negotiated and documented as part of the individual service plan.
- c) The City may increase the 14 day maximum to a 30 day maximum if:
  - the Operator fully cooperates with the City in providing accurate reports of all absences for each subsidized resident in accordance with the requirements set out in this Schedule and the Agreement; and
  - ii. There are sufficient funds available in both the Ministry and City budgets allocated to the Residential Services Home portfolio in any given year.
- d) The Operator acknowledges and agrees that it is essential for the City to have an accurate record of all absences in order to assess whether the subsidized resident is in need of funding under the Residential Services Program.
- e) Operators are expected to advise the City, within twenty four hours, of all absences and include a summary of absences on a monthly claim form, in a format approved by the City.

# 1.11 Guidelines for Approving Extensions over 14 days:

The Operator shall submit a Request for Absence Extension Approval Form to the City indicating the resident's name, reason for request, expected period of absence and likelihood of return.

The Coordinator will respond on behalf of the Community and Social Supports Centre Central - Manager and approve all requests less than 30 days that meet the following quidelines:

- Hospitalizations for medical or psychiatric reasons (with a planned return)
- In patient treatment programs
- Death or life threatening illness of a family member
- Incarceration
- Vacation leave
- Exceptional leave requests, including institutional stays, hospitals, addiction treatment and correctional stays, vacations exceeding the 30-day maximum shall be at the discretion of the Manager, Community and Social Supports Centre -Central and subject to the Residential Services budget

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# **STANDARD #2: STAFFING**

# 2.1 Qualifications

- a) The Operator will employ staff with the appropriate qualifications, experience and skills necessary for working with vulnerable individuals to ensure a safe, respectful, and supportive environment is provided for tenants.
- b) The Operator shall ensure:
  - i. All employees obtain a Canadian Police Records Check for Service with the Vulnerable Sector upon a conditional offer of employment. It is at the discretion of the Operator to request ongoing police record checks within a time frame to be established by the Operator.
  - ii. Documentation in a personnel file for each employee including:
    - Resume (evidence of qualifications/experience)
    - Offer of employment
    - Work schedules/rates of pay
    - First AID/CPR/Food Handler certifications
    - Signed Code of Conduct
    - Signed Fire Safety Plan if they have defined roles in an evacuation due to fire
    - Signed Confidentiality Agreement
    - Records of performance evaluations
    - Documentation of any disciplinary action
  - iii. Written job descriptions describing the responsibilities, expectations, and scope of functions are available for all staff positions.
  - iv. Staff supervising residents, or providing direct care and support to residents:
    - Are at least eighteen years of age
    - Have a suitable level of education <u>and/or</u> experience as follows:
    - At least three (3) years relevant experience working with vulnerable people and/or people with mental illness; or
    - A high school diploma and at least one year relevant experience working with vulnerable people and/or people with mental illness; or
    - A suitable level of education achieved through community college, university or other accredited institution
    - Are able to communicate in English or French (basic communication skills) if placed in a management role or working directly with residents or completing administration duties (i.e. answering

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- phones, speaking to medical personnel, arranging resident appointments etc.)
- Staff obtain First Aid and CPR certificates in the first 3 months of employment or earlier if working alone
- Operators are encouraged to have staff obtain TB testing at time of hire It is strongly encouraged that all full and part-time staff have annual influenza vaccinations and Hepatitis B immunization
- Operators must ensure that employee certifications are kept current thereafter, and documented in personnel file
- All staff directly involved with food preparation are required to attend the Food Handler certificate course delivered by the City of Ottawa, or have evidence of similar training and relevant experience, unless working under the direct supervision of a certified staff person.
- It is the responsibility of the operator in all cases to ensure that a staff member who reports having a communicable disease which could place residents/other staff at risk shall not continue to report for work until he/she is free of the communicable disease and provides evidence of the same

# 2.2 Orientation

- a) Each Residential Services Home must create and maintain an Orientation Manual which encompasses all policies and procedures related to the operations of the home (confidentiality policy, fire safety plan, staff Code of Conduct, tenant rights and responsibilities, house rules, money management policies, records managements, medication management etc.).
- b) Each new staff is to receive a copy of the Orientation Manual, containing his/her job description, an appropriate orientation to the particular job, the home's policies and procedures and the staff code of conduct.
- c) All staff must sign and acknowledge that they have read and understand the manual.
- d) Each staff is provided training on the staff Code of Conduct, outlining professional behavior with the Code of Conduct reviewed annually and such review documented in the personnel file.

#### 2.3 Supervision

- a) The Operator ensures staff is capable of communicating clearly and effectively with residents, of sustaining the emotional demands of their work and is able to provide safe and adequate services as set out in these Standards.
- b) The Operator provides staff with both formal and informal performance evaluations at minimum once annually, documenting this evaluation in the employee's personnel file.

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# 2.4 Training

- a) Operators shall ensure employees are provided professional training and development opportunities to participate in workshops/trainings both on/offsite according to operational needs on topics relevant to their duties to ensure effective skills in working with vulnerable residents (e.g. Mental Health First Aid, acquired brain injury, dementia, non-violent crisis intervention, cultural competency, HIV/AIDs, community resources, etc.).
- b) Staff is provided with specific on the job training to ensure comfort and competence with all aspects of required job functions.
- c) Each staff is provided with basic information and training on medication management, infection control practices and use of fire extinguisher as applicable.
- d) The Operator must obtain a copy of all training certificates and ensure they are maintained in the staff's personal file.
- e) The Operator must make arrangements for staff to renew or re-certify themselves before certificates expire.

# 2.5 Staffing Ratio

The Operator shall ensure a sufficient number of qualified staff, with current CPR and First Aid certification are available to ensure that the health, safety and support needs of residents are maintained at all times. In situations of single staffing, an on-call supervisor must be available to provide additional assistance if required.

# 2.6 Staff Conduct

- a) Each home shall have written policies outlining expectations for staff/volunteers regarding professional behavior and conduct.
- b) The staff Code of Conduct will be provided to all staff upon commencing employment and must be posted in a conspicuous place within the home's premises, frequented by both residents and staff.
- c) The staff Code of Conduct shall include the expectations that staff/volunteers will:
  - i. Carry out professional/volunteer duties and obligations with integrity, objectivity and equity.
  - ii. Be accountable for all interactions with residents, other home staff and community members.
  - iii. Maintain the best interests of the residents as their primary goal.
  - iv. Ensure residents have the necessary information to make informed decisions.
  - v. Acknowledge that the work-site is someone's place of residence and be mindful of their presence especially in communal and sleeping areas.

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- d) All staff understand their position of authority or at least perception of their position of authority to ensure that this is not used to exploit the resident in any way.
- e) Staff/volunteers will not:
  - i. Discriminate against any resident.
  - ii. Impose their own personal beliefs or standards on residents.
  - iii. Exploit their relationship with a resident for personal gain.
  - iv. Have a personal relationship with a resident.

# STANDARD #3: INSURANCE AND MONITORING

# 3.1 Insurance

- a) The Operator shall obtain and maintain during the term of the Service Agreement ("the Agreement") commercial general liability insurance acceptable to the City, which shall be subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- b) The commercial general liability insurance shall include coverage for:
  - i. premises and operations liability;
  - ii. products or completed operations liability;
  - iii. blanket contractual liability;
  - iv. cross liability;
  - v. personal injury liability;
  - vi. liability with respect to non-owned licensed motor vehicles;
  - vii. severability of interest clause; and
  - viii. owner's and contractor's protective coverage
- c) The commercial general liability insurance policies shall be in the name of the Operator and shall name the City of Ottawa, as an additional insured there under.
- d) The Operator shall provide and maintain during the term of the Agreement, liability insurance in respect to owned licensed motor vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, where applicable to the operations of the Operator under the contract.
- e) If the Operator is not registered with the Workplace Safety and Insurance Board, the Operator shall provide and maintain contingent employer's liability and voluntary compensation insurance coverage as part of its commercial general liability insurance.

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- f) The liability insurance policies shall contain an endorsement to provide the City of Ottawa with thirty (30) days written notice of cancellation or of a material change that would diminish coverage.
- g) The insurance policies shall preclude subrogation claims by the insurer against anyone insured there under.
- h) Evidence of insurance (i.e. a certificate of insurance issued by the Operator's insurer) satisfactory to the City shall be provided <u>fifteen (15) days prior to the commencement of this Agreement</u> and fifteen (15) days prior to the policy expiry date set out in the certificate of insurance.

# 3.2 Standards Monitoring

- The Operator ensures the home is organized to effectively manage its services and resources.
- b) The Operator shall ensure there are written policies and procedures to guide the home's operation. The policies and procedures are kept current, reviewed with all staff at the time of hire, are readily available to all staff, and upon request, are available to each resident.
- c) The Operator ensures that the requirements of all pertinent legislations, regulations, by-laws, as amended, are met, including:
  - i. Ontario Building Code Act
  - ii. Ontario Fire Protection and Prevention Act
  - iii. Ontario Fire Code and Retrofit 9.7
  - iv. Ontario Works Act
  - v. Ontario Disability Support Program Act
  - vi. Substitute Decisions Act
  - vii. Health Protection and Promotion Act
  - viii. Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")
  - ix. Workplace Safety and Insurance Act ("WSIA")
  - x. Occupational Health and Safety Act
  - xi. Ontario Tobacco Control Act
  - xii. Ontario Employment Standards Act
  - xiii. Ontario Human Rights Code
  - xiv. Ontario Regulation 505/01 (Small Water Works)
  - xv. Accessibility Ontario Disability Act (AODA)

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

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- d) The Operator ensures that, at least once a year, there is an inspection of:
  - i. The home conducted by Ottawa Fire Services, including a review and approval of the Fire Safety Plan
  - ii. The home conducted by Ottawa Public Health
  - iii. Fire extinguishers, hose and standpipe equipment conducted by a qualified fire equipment supplier
  - iv. Heating equipment and chimneys conducted by a qualified equipment supplier, and <u>once a month</u>, an inspection of fire extinguishers, hose and standpipe equipment conducted by in-house staff.
  - v. <u>All of the above</u> inspection reports are kept at the residence and may be reviewed at any reasonable time by the City
- e) The Operator ensures that all fire and/or false alarms in the home are reported immediately to the City's Fire Services. Reports are kept at the home and may be inspected at any reasonable time by the City.
- f) The Operator ensures that staff is properly trained in the use of the fire extinguishers.
- g) The Operator ensures all staff and residents are familiar with fire evacuation and drill procedures. A copy of these procedures must be posted in each resident's room.
- h) The Operator ensures fire drills are conducted monthly and recorded in a log kept on the premises.
- i) The Operator keeps the City and staff informed of planned evacuation locations and plans.
- j) The Operator ensures emergency phone numbers for police, fire, and ambulance are posted near every phone.
- k) The Operator ensures no structural alterations to premises are undertaken prior to the approval of the proposed changes by Building Services, Ottawa Public Health (OPH) and Ottawa Fire Services (OFS).
- I) All inspections that require necessary adjustments of problems must be corrected within one month of the first inspection except in exceptional circumstances as determined by the HSB. A re-inspection will be completed after the resolution of the issue and a letter or email confirming compliance.

# 3.3 Health Inspections

The Operator must comply with an annual health inspection, conducted by Ottawa Public Health.

# 3.4 Operational Monitoring

a) An operational review is a formal process conducted on site by City staff to review the Residence's operations, policies and practices. These reviews are

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- designed to assess whether Operators are complying with the terms of the Service Agreement and Standards.
- b) The operational review will focus on those areas of the Standards that are not monitored by professional Inspection Authorities (see 3.2d above). Reviews will take place annually at a mutually agreeable time negotiated between the City and the Operator. An operational review may also occur at any time if the City is concerned that the Operator is not meeting its obligations as outlined in the Service Agreement or Standards.
- c) To ensure that Operators have the required material prepared and available for the review, the Agency Review tool is mailed electronically to the Operator in advance of the visit. City staff are required to visually verify all inspection reports, financials, client records/consents, home's policies and procedures etc.
- d) During the annual review City staff will conduct interviews with clients and staff using the Client Interview Tool and the Staff Interview Tool. The information collected is confidential and will be kept on file with the City.
- e) A Site Review Report will be mailed electronically, typically within 15 business days following the site visit. The reports will provide feedback regarding alignment with the Residential Services Standards. As necessary, the Site Review Report will outline any remedies required to meet minimum standards and include timelines to remedy the identified deficiencies.
- f) The Operator is responsible to meet the requirements/expectations within the specified compliance timelines. If it is identified that the timelines cannot be achieved, and the Operator requests an extension in advance, the City will consider a negotiated extension of timelines.
- g) If the Operator fails to complete necessary work and/or submit requirements by the identified timelines, the City will pursue steps to support the Operator to meet the requirements. This process will typically start with a meeting, followed by a written letter further outlining expectations and next steps.
- h) Pending this action further steps may be taken that may include, but are not limited to:
  - i. Additional site visits and/or other monitoring requirements
  - ii. Temporary suspension of admission of new residents

# Standard #4 CONFLICT RESOLUTION, COMPLAINTS PROCESS AND REPORTING

# **4.1 Serious Incident Reporting**

a) When a serious occurrence takes place, the Operator must complete a "Serious Occurrence Report", a form set out by the City. The form must be submitted to the City within 48 hours of the occurrence or, if on a weekend or statutory holiday, on the next business day. Reports should be submitted by fax 613-580-2648 at: Housing Services Program Administrative Clerk or by email to Housing-Logement@ottawa.ca (incl. "Serious Occurrence" in the subject line).

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- b) The Operator shall ensure that serious incidents such as fire, death, and/or critical injury as well as incidents covered by media are reported within 24 hrs of the occurrence to the City.
- c) A serious incident may include but is not limited to:
  - Disaster, such as fire, flood, extended power failure, or extreme weather damage to the building
  - ii. Unexpected death of a resident
  - iii. A complaint made by a resident or other person against a staff member involving allegations of assault, abuse or mistreatment of any resident
  - iv. A complaint made by a resident or other person against another resident involving allegations of assault, abuse or mistreatment
  - v. Missing person reported to police or may receive media coverage (out of the ordinary for the resident) or if the person is deemed high risk (cognitively impaired, dementia etc)
  - vi. Outbreak of a communicable or infectious disease(s) that results in a disruption of operations (e.g. quarantine)
  - vii. Serious/unusual situations where the police are called regarding the actions of tenants, staff, volunteers, or a visitor, that results in criminal charges being laid (e.g. assault, allegations of abuse, theft, "no trespass order")
- d) Any complaints concerning the operational, physical or safety standards of the home that is considered to be of a serious nature.
- e) Operators are to advise the Residential Services Program Coordinator of issues that may impact the home's operations as follows:
  - i. Issues related to bed bugs, rodent or insect infestations that affect a significant portion of the home
  - ii. Complaints from the surrounding neighbors and/or issues related to the home's co-existence in the neighborhood
  - iii. Potentially sensitive media coverage or involvement of politicians as it relates to the operations of the home (e.g. neighborhood complaints, tenant conflict)
  - iv. Significant issues or changes to building operations that will disrupt services to tenants for an extended period (e.g. significant elevator repair, major renovations/repairs)
- f) The Operator ensures that an up-to-date, detailed and accurate <u>Operation Log</u> is kept to record daily incidents and observations necessary to ensure the safety of residents and orderly operation of the Residential Services home including absences. The log is kept at the home and may be inspected at any reasonable time by the City.

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# 4.2 Feedback Process

A feedback process allows residents, staff, volunteers, other community programs, family members, friends, community members to provide feedback on the home's operations and services, express complaints, suggest improvements and are an important component of continuous quality improvement.

Operators must create a policy that is posted in a common area that outlines how feedback will be received, followed-up, and documented that incorporates the following:

- Responsibilities from other funders and licensing bodies (e.g., Retirement Home Regulatory Authority). A step-by-step process of how feedback and complaints will be handled and what options are available if the person is unsatisfied with the response
- That the staff identified in the policy have the knowledge, skill, and authority to effectively respond
- That the feedback process is free of any coercion, intimidation or bias, either before, during, or after receiving the feedback or complaint
- That feedback by or on behalf of a resident does not result in that resident experiencing a reduction or elimination of service, unfair treatment, or eviction
- A recognition of the Operator's power and authority and options to mitigate (e.g., utilize a neutral third party at any point in the process if the nature of the feedback or complaint is sensitive and/or poses a conflict of interest)
- Acknowledgment that all feedback is taken seriously, and reviewed/ investigated as appropriate while recognizing that there is not an expectation to resolve complaints that are determined to be frivolous or vexatious in nature.
- The types of complaints that will be reported, investigated and those that will be referred to the police or other community programs.
- Creation of multiple avenues for feedback and complaints to be received, including options for anonymity. For example:
  - i. Offering the opportunity to speak in private
  - ii. Providing telephone number or e-mail address of City staff RSW, Program Coordinator/Manager
  - iii. Providing opportunities to discuss in a small group (e.g. resident meetings)
  - iv. Providing a feedback template to be submitted in writing
  - v. Setting up a committee to address service improvement ideas
  - vi. Setting up a comments or suggestion box
  - vii. Offering access to a computer to type out feedback
  - viii. Setting up an anonymous email address

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- Compliance with the requirements set out in the Accessibility Standards for Customer Services, Ontario Regulation 429/07, made under the Accessibility for Ontarians with Disabilities Act, 2005.
- A poster/flyer to be posted in the common area(s) that outlines in plain language how a person can provide feedback, including who to contact and the typical response time they can expect (e.g., within 24 hours someone will contact them).
- Creating a tracking form that records all feedback and related resolutions.
- Informing the person with feedback of the option to contact the City of Ottawa, Program Coordinator, Residential Services Program, if the feedback has not been adequately addressed.
- Where the feedback (i.e. disputes in areas of nutrition, sanitary conditions, staffing, supervision, medication, and programming) is not resolved between the parties involved, the Program Coordinator shall be involved. If necessary, a meeting shall be convened with all parties to resolve the issue.
- The presence of ongoing issues and concerns shall be brought to the attention of the Senior Program Administrator, Housing Services Branch as they occur and as a result of the annual review process.
- Responding to the City's request(s) for information or documentation regarding any feedback or complaints in a timely and cooperative manner.
- Provide a copy of the policy to any person that requests it.
- Conducting an annual review of feedback received and implement recommendations

# STANDARD # 5 RIGHTS AND RESPONSIBILITIES

# 5.1 Tenants' Rights and Responsibilities

- a) A copy of the residents' rights and responsibilities, Bill of Rights and the house rules is provided to residents upon admission.
- b) Residents are informed of and assisted in accessing advocacy/support agencies, available to them, who can assist them in promoting their rights.
- c) A bulletin board is placed in a conspicuous area within the home's premises, easily accessible to residents, families and representatives in order to post menus, house rules, staff Code of Conduct, resident's rights and responsibilities, feedback procedures and notices of house/community events.

#### 5.2 Privacy

a) The Operator must accommodate the tenant's right to privacy as outlined in the Residential Tenancies Act (2006) and is entitled to enter the tenant's room or unit without any advance notice only if the tenancy agreement requires the Operator, in the role of landlord, to check on the condition of the tenant, provide services to the tenant, or if the rental agreement states that the landlord provides housecleaning services.

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- b) Each resident receives personal services/supports in privacy at all times (e.g. bathing, toileting, continence care, dressing changes, medical examinations).
- c) Privacy in residents rooms is respected through staff recognizing closed doors as a desire for privacy, respecting "do not disturb" signs and knocking prior to entering, unless there is an emergency where the resident's (or other resident's) safety is in question/jeopardy.
- d) All mail received and sent by residents is unopened.
- e) The Operator makes every effort to provide a private space, when requested by the resident, for private telephone calls or private visits with a lawyer, doctor, advocate, friends or family etc.
- f) Where there is reason to believe that a tenant's personal living space may pose a fire, health or other safety hazard; these should be inspected with the tenant's voluntary consent. Justification for the search is communicated to the tenant. Where the tenant's consent is not obtained, a person other than staff, in addition to the tenant should be present.
- g) 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.
- h) 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 resident's personal file.

# 5.3 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 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) All staff, volunteers, and students must comply with MFIPPA with respect to the privacy and release of a resident's personal information.
- Staff, volunteers and students must sign a confidentiality agreement during their initial training period.
- d) Staff is trained on the confidentiality policy at the time of hire and at each annual performance review at a minimum.
- e) Residents' personal information can only be disclosed with a signed consent from the resident, except where:
  - Refusing or neglecting to provide information could endanger the safety of another resident, individual or group

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- ii. Disclosure is required as per a court order or subpoena
- f) Sharing of tenant information with other providers to which the resident is referred may be necessary to ensure continuity of care. The sharing of information will be explained to the tenant and only disclosed with a signed consent.
- g) Tenant consent forms shall include the following information:
  - i. Tenant name
  - ii. Name of the Residential Services home that is disclosing the information
  - iii. Type of information that may be disclosed
  - iv. Name of the service provider and contact person the information may be disclosed to
  - v. Consent expiry conditions
  - vi. Tenant signature
- h) Residential Services owners/Operators will develop and adhere to policies that address the following:
  - vii. Storage of records
  - viii. Tenants access to their personal records
  - ix. Disclosure or transmission of tenant records
  - x. Destruction of records of former tenants (timelines)
  - xi. Disclosure of information when there is a risk of harm
  - xii. Access by external support providers with tenant consent

# 5.4 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 which includes:
  - i. Name
  - ii. Date of Birth
  - iii. Gender
  - iv. 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 and copies of POA documents are kept on file, if applicable
  - v. Previous address
  - vi. Date of admission
  - vii. Placement letter from the City
  - viii. Copies of any of the following:

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- CTO Order
- Disposition Order
- Bail Order
- Probation Order
- i. Voluntary Trustee Form
- ii. Signed copy of the Tenancy Agreement
- iii. Signed copy of a Financial Management consent form
- iv. Signed copy of a Consent to Manage Special Diet
- v. Date of discharge or death and copy of PNA ledger detailing balance of funds upon death
- vi. Contact in the event of death for funeral arrangements (may be the same as next of kin) as determined by the resident
- vii. Name, address and telephone number of the resident's physician(s), if available
- viii. Incident Reports concerning such matters as accident, injuries, abuse of residents or staff, and details concerning incident resolution
- ix. Log of resident's leave (overnight, week-end, vacation, hospitalization etc.)
- x. Log of medical appointments/treatments and other health related appointments/treatments such as dentist, physiotherapist, addiction treatment etc.
- xi. 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.
- xii. Placement needs (i.e. transportation, special diets, allergies, medical benefit needs (i.e. glasses, dentures, personal equipment, mobility devices), other special needs identified at the time of placement to facilitate transition to the residence
- xiii. Emergency /Ambulance card detailing resident name, date of birth, gender, address, phone number, physician(s), health #, allergies, medical diagnoses, list of medications, emergency contact information, special needs (see placement needs) will be updated regularly and kept in an accessible location for staff to provide to emergency personnel in the event of an emergency.

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# **5.5 Tenancy Agreement**

- a) The Operator must enter into a written tenancy agreement with each subsidized resident. The agreement must be signed by the tenant, retained in the tenant's records and a copy provided to the tenant as per the Residential Tenancies Act (2006).
- b) The Operator must ensure that the tenant understands the content in the tenancy agreement, which may involve plain language or oral recitation of the details.

# STANDARD #6: PHYSICAL SAFETY HEALTH, AND WELL BEING OF TENANTS 6.1 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 is provided by staff. Where warranted, assistance with bathing or other personal care may be provided by a third party such as Community Care Access Centre (CCAC).
- b) The Operator ensures that a policy is in place that outlines how the home monitors on a regular basis the well-being and the presence of a resident in the home. The Operator ensures that a service plan is developed and implemented for each resident.
- 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 the resident's rights and dignity.
- d) Where it is determined that a resident has a contagious/infectious illness, staff will work with the resident, public health and community partners to develop an appropriate service plan for the resident to remedy the situation, to take reasonable steps to assess/protect other residents from infestation or infection while the resident is being treated.
- e) The Operator assists residents to obtain the services of a personal physician of the resident's choice and ensure the resident's physical health is monitored (i.e. checkups) as specified by the physician.
- f) 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 (i.e. community health centres) where appropriate, are made in consultation and in accordance with residents' assessed needs and wishes.
- g) Operator provides residents with sufficient personal hygiene supplies including but not limited to body soap, shampoo and conditioner, shaving cream, toilet paper and facial tissues.

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# **6.2 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) Each resident is addressed courteously in a manner that demonstrates respect and using a name of the resident's choice.
- c) Services are provided in an atmosphere of dignity and respect for all residents. Residents' rights and privacy are promoted at all times.

# 6.3 Access to Home

- a) Each resident has access to the residence on a twenty-four (24) hour basis; however Operators may make appropriate arrangements to ensure safe late night access to the home.
- b) Residents have 24-hour access to a bathroom and washroom, a sitting room and their bedroom.

# 6.4 Guest/Visitors

- a) Each resident may have visitors at the residence as long as the visitors do not interfere with the privacy and rights of other residents or the usual operation of the home. The Operator shall establish a schedule to allow visitors open access to the residence at reasonable hours. The Operator may, for cause, deny certain visitors access to the home.
- b) In the case of shared accommodations, owners/operators are to develop guidelines around guests in bedroom to protect the privacy, security, and reasonable enjoyment of the shared space.

# 6.5 Safety and Security

- a) An Emergency /Ambulance card detailing the resident's name, date of birth, gender, address, phone number, physician(s), health card number, allergies, medical diagnoses, list of medications, emergency contact information, special needs (see placement needs) will be updated regularly and kept in an accessible location for staff to provide to emergency personnel in the event of an emergency.
  - i. Safety/security risk assessment
  - ii. Medication prescribed, orders made by physicians
  - iii. Known allergies
  - iv. Special dietary needs
- b) The Operator is responsible for creating an environment that is safe, respectful, and inclusive for 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.

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- c) The Operator ensures there is a written policy and procedure in place for staff to deal with suspected, alleged or witnessed abuse and aggressive behavior.
- d) The Operator ensures that there is a staff person certified in CPR/First Aid available at each shift.
- e) The Operator ensures that policies and procedures are in place to manage various types of emergencies (e.g. medical emergencies, fire, and flood, loss of essential services, service disruption, extreme weather conditions, pandemic/disaster, missing residents, and death).
- f) The Operator ensures that a procedure is established and followed when a fire alarm is called. It must include 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.
- g) The Operator ensures they have an approved Fire Safety Plan in accordance with the Ontario Fire Code, Section 2.8 outlining roles and responsibilities of staff.
- h) The Operator ensures that there are monthly fire drills and that staff and residents are provided with updated training on roles and responsibilities.
- i) The Operator ensures the ongoing monitoring of residents' mental/ physical condition in relation to their ability to self-evacuate in case of a fire.
- j) The Operator ensures that emergency evacuation procedures are posted at each exit within the home's premises.
- k) The Operator ensures all staff are trained in emergency evacuation of the home and all residents are informed of the evacuation plan when they become a resident or as soon thereafter as is practical.
- I) The Operator ensures emergency phone numbers for police, fire department and ambulance and planned emergency evacuation locations are posted beside every telephone.
- m) The Operator ensures that a First Aid Kit is available on the home'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. A portable kit is to be taken on outings.
- n) The Operators ensures during periods of extreme heat, at minimum, air fans and sufficient drinking water are actively provided to residents and one common area with air conditioning is provided that can accommodate 25% of the residents. Owners and Operators must ensure a reasonable temperature is maintained throughout the home and that the temperature does not exceed that allowable within municipal By-Laws related to excessive heat.

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# **6.6 Conflict Resolution**

Operators must establish a policy for how conflict and crises will be identified, managed, prevented, and addressed within the home with consideration for the following:

- a) The various types of conflict that can occur (e.g. between staff/volunteers and residents, residents and residents, or with the neighborhood or other community programs).
- b) Identifying the different types of conflict or crisis that may occur as informed by individual resident support needs (e.g. medical, substance use incidents, and mental health incidents) and creates steps to address these various situations.
- c) Identifying possible locations of conflict and tension (e.g. common areas) and ensure adequate safety measures.
- d) Identifying and anticipating times of stress and transition, and provide additional support to ensure that staff can adequately respond (e.g. end of month, holidays, moving in or out, reducing substance use, funerals).
- e) How staff will be trained to support conflict or crisis intervention including training to identify and respond to aggressive behaviours, mental health crisis, intoxication, overdose and withdrawal.
- f) How staff will communicate and document the steps taken during serious conflicts and how this information will be shared among staff (e.g. transferring knowledge between staff shift changes).
- g) Debriefing serious conflicts with everyone involved including a discussion about what occurred, steps taken, and a plan for next time should a similar situation arise.
- h) Creating procedures for staff to report, document, and investigate suspected threats to personal safety.
- i) How the program will maintain positive relationships with the surrounding neighborhood and other community programs should conflict arise.

#### **6.7 Infection Prevention and Control**

The Operator ensures the home has infection prevention and control policies in accordance with routine and additional precautions for infection prevention and control as identified through Ottawa Public Health and Emergency Services including but not limited to:

- a) Best practices for hand hygiene to reduce the transmission of illness from person to person.
- b) Cleaning schedules including specific directions as to the frequency of cleaning.
- c) Reporting gastrointestinal outbreaks to Ottawa Public Health.

#### 6.8 Medication

 There are written policies and procedures in place to govern the storage and management of medication.

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- 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 (ex: EPI-pen)
  - ii. Properly identified as to the drug name and user
  - Kept in the original container bearing the original label unless transferred to another container and re-labeled by the prescriber or the pharmacist
  - iv. Made available only from properly labeled 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-todate.
- d) Only PRN ("pro re nata/ as needed) 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 and impact their ability to live in a group setting.
- g) Visible side effects of medication either observed by staff or reported by a resident, adverse behavior, or consistent non-compliance to medication are documented on MARs or daily log, 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 home temporarily, or is discharged. The resident's medication shall be in its original labeled container. When the resident is discharged, if practical, the resident signs a receipt indicating that they have received their medication.
- i) When the resident will be absent from the home, medication is provided for the period of absence with verbal instruction provided and for extended absences (more than 4 days), a detailed instruction sheet is provided to the family or caretaker outlining medication instructions.
- j) 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 disposal.

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- k) Injectable medication of any kind (except for self-injected insulin) is administered only by a regulated health professional.
- The Operator complies with, and encourages residents to comply with City bylaws and policies concerning the proper disposal of syringes.
- m) Tenants facing the prospect of incarceration should have their medication records accompany them so required medication can be administered throughout the course of their incarceration.
- n) The Operator has a policy in place to management the storage and administration of narcotics that ensures:
  - Narcotics are secured using a double locking system
  - ii. Narcotics are identified by patient name and related prescription details
  - iii. Prescriptions details are verifiable by medical records and the MARs sheet
  - iv. Narcotic counts are completed by staff on duty at every shift change. Second staff to observe and sign off on count
  - v. All discrepancies in narcotics counts to be reported to Administrator/DOC

#### **6.9 Food and Meal Services**

- a) The Operator ensures that all food is prepared, handled and stored in a sanitary manner 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, and provide balanced nutrition, a variety from each of the food groups according to the most up-to-date version of Canada's Food Guide to Healthy Eating, published by Health Canada, and include alternate choices at each meal.
- c) The Operator shall ensure that minimal duplication of meals occurs within a four week menu plan unless specifically requested by tenants.
- d) Weekly and daily menus must be posted in a conspicuous place within the residence's premises, easily accessible to residents, families and representatives. All substantial deviations from the written menus are documented and retained on file. Every menu shall bear the date of posting and shall be retained on file for a period of 90 days following such date.
- e) The Operator ensures that regular opportunities are provided for residents to have input into menu planning.
- f) The Operator will ensure that there is variety in food choices on the menu that reflect the diversity of tenant's dietary preferences.
- g) The Operator will provide meals prepared in sufficient quantity, quality and nutritional value to meet the needs of residents.

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- h) Residents are to be served a minimum of three (3) meals a day at scheduled times that are convenient to the majority of tenants and three (3) snacks and beverages between <u>each meal</u>. 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.
- Desirable times are below however homes have the discretion to adapt times to residents' preferences/needs:
  - i. Breakfast: not before 7:30am and no later than 9:00am
  - ii. Lunch: not before 11:30am and no later than 1:00pm
  - iii. Dinner: Not before 4:30pm and no later than 6:00pm
- j) 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, employment, or other activities.
- k) The Operator will offer daily at least one hot entree, as the main meal served for either lunch or supper.
- I) The Operator will offer weekly two hot breakfast meals in addition to the hot entree for lunch or supper.
- m) Fresh fruit and vegetables are to be available to all residents on a daily basis.
- Alterations and/or restrictions to prepared meals are provided for residents where a special diet has been 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.
- o) The Operator shall provide meals that comply with such diets as long as there are no material additional costs borne by the Operator. If the costs to the Operator to provide the special diet would be significantly more expensive the home may arrange for the resident, who may be eligible for a Special Diet Allowance from Ontario Works (OW) or the Ontario Disability Support Program (ODSP) to contribute all or a portion of their Special Diet allowance to ensure that their specific food needs/preferences are accommodated. Residents must voluntarily consent, sign a formal agreement with the Operator to this effect, and may revoke their consent at any time. Operators who enter into an agreement with residents must clearly indicate on the consent form what items will be specifically purchased to meet the resident's dietary needs/preferences. If possible/practical it is recommended that the Operator maintain an accurate accounting of how the resident's Special Diet Allowance has been expended on a monthly basis.
- p) The Operator will encourage residents who appear to be undernourished, underweight, or overweight to seek medical care or a nutritional assessment.

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# Standard 7: PROVISION OF OR ACCESS TO ACTIVITES AND SUPPORT SERVICES

## 7.1 Resident Access to Transportation and Support Services

- a) The Operator shall assist residents in accessing transportation to medical appointments (dentist, doctor, optical and other health/community services) at no cost to the resident (assisting with ParaTranspo, providing bus tickets, or driving/accompanying if offered as part of a rural service).
- b) The Operator shall allow family and friends of residents as well as professionals to visit with residents in the home. Staff will ensure that visiting times include evenings and weekends within reasonable hours.
- c) The Operator will co-operate with and ensure access by service agencies providing supports/programs to residents who choose to receive services in the home.
- d) A residential (non-pay) telephone for local calls must be available in the home for the use of residents.

## 7.2 Resident House Meetings

- a) Operators shall have regular resident house meetings at minimum twice yearly. The purpose of these meetings is to provide residents the opportunity to discuss the operation of the home and provide suggestions/feedback to improve services.
- b) Operators shall ensure that adequate private space is available in the home for such meetings, which are recommended to be held monthly.
- Operators will support residents in creating and agenda and documenting house meetings.
- d) Residents are to be provided with opportunities to establish and maintain an organized residents' council.

## 7.3 Access to In House/Community Activities

- a) Operators should encourage and assist residents where possible and requested to access specific programs or activities in the community that are free/low cost (leisure, entertainment, recreational, spiritual and religious observances) according to their personal interests and preferences.
- b) In collaboration with residents, operators shall ensure a bulletin board is placed in an accessible location in the home. The board shall be maintained and updated with the following information: community/in home events, local programs/resources within the community, such as parks and recreation facilities, shopping, banks, health services, public transportation.
- c) Operators who provide ongoing in-home activities should create a monthly schedule of events that list activities available to all tenants. All activities need to clearly identify how the tenant can sign up to participate (if they need to),

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- any associated costs with participating, what transportation will/will not be provided, estimated time commitment and how they can cancel.
- d) At least one (1) television is available for residents' use in the common area. In large Residential homes, Operators are encouraged to provide additional televisions.

## STANDARD 8: MONTHLY ALLOWANCE FOR PERSONAL USE

## **8.1 Resident Finances and Money Management Accounts**

- a) Subsidized residents are responsible for the management of their personal needs allowance and other financial resources. The Operator may assist in managing resident's finances with a signed consent from the resident.
- b) The Operator must keep a financial file for each resident, separate from the resident's personal file. The files are to be 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 (PNA) that are received by the Operator in trust for and on behalf of residents are deposited. The Operator maintains a money management ledger for each resident to record receipt and disbursement of the PNA, income, earnings, tax benefits, benefit funds (i.e. OW/ODSP special diet, mandatory special necessity (MSN) incontinence or transportation etc.) and/or gifts received by the Operator in trust for and on behalf of residents. The money management ledger for each resident details all deposits to, and withdrawals from the 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.
- d) The Operator makes part or all of the money in the money management account ledger available to a resident upon request and ensures the resident signs and/or initials the ledger, to confirm receipt by the resident of such money (cash) or benefit or item. 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.
- e) 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.
- f) The Operator, at any time upon request of a resident, the City, 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

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- documentation pertaining only to such resident available at reasonable hours during any business day. A copy of the money management ledger will be provided to the City at the time of the subsidy review to verify assets at the request of the City representative.
- g) A statement of financial activity is provided to the resident at least every six months, when requested. The City may inspect the foregoing documentation pertaining to subsidized residents at any reasonable time.
- h) Upon transfer of a resident to another residence or care facility, all financial records/ledgers pertaining to that resident's financial history, including PNA and Income tax records, must be made available to the resident, resident's authorized agent, trustee acting on behalf of a resident, or such trustee's authorized agent.
- i) The Operator will not:
  - Deposit any money received in trust for and on behalf of a resident in an account other than the residence trust account.
  - ii. Use any money in the residence trust account to pay for services rendered under this Agreement.
  - iii. Co-mingle any monies the Operator receives pursuant to the Agreement with any monies in the residence 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 delay.
- j) Upon the death of a resident, the Operator will:
  - i. Contact documented next of kin/emergency contact to request they arrange funeral/burial/empty room.
  - ii. Ensure RCW has paperwork/information regarding next of kin and any known, pre-paid funeral or burial arrangements.
  - iii. If there is no next of kin identified, the Operator will contact the Coroner and call 311 to facilitate arrangements for burial. In the case of an Office of the Public Guardian and Trustee (OPGT) client with no next of kin, the Operator will contact the OPGT to report death and request assistance to locate estate trustees.
  - iv. Review personal needs allowance (PNA) ledger to determine if any funds remain in resident's money management account and provide a copy of the ledger to the RSW.
  - v. Provide copy of the PNA ledger and balance of funds to the next of kin or maintain funds in the money management account until the estate is legally resolved as per instructions in resident's will or estate.
  - vi. Keep copy of the PNA ledger for seven years.

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vii. Maintain residents' belongings for 30 days to allow next of kin or family to retrieve them. Disposal will not occur until all reasonable attempts to locate next of kin or immediate family are made and residence will maintain a list of what and how items were disposed of for seven years.

## **Standard 9: PHYSICAL ENVIRONMENT**

## 9.1 Housekeeping/Laundry

- a) The Operator maintains a clean and safe environment at all times and ensures that written housekeeping assignments/schedules are in place to maintain all aspects of the residence including floors, walls, bathrooms, bedrooms, common lounges, hallways and exterior grounds.
- b) Wash basins, urinals, toilets, bathtubs and shower stalls must be cleaned and sanitized once a week in shared accommodation. Public or communal bathrooms must be cleaned each day and more frequently as required to maintain them in a sanitary condition.
- c) All linens are changed and the bed cleaned when the occupancy of a bed changes.
- d) Clean towels, wash cloths and clean bed linen must be provided to each resident and must be changed at least once per week or as required.
- e) The Operator shall make available to residents an adequate supply of towels and linens, as follows:
  - i. One set of towels, including bath, hand and face towels
  - ii. One set of bed linens, including bed sheets, and pillow cases
  - iii. One comforter
  - iv. One blanket
  - v. One pillow
- f) The Operator must ensure there is sufficient stock of towels/linens to meet required needs.
- g) The Operator must ensure all linen is maintained in a good state of repair, free of stains and replaced as required.
- h) 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.

#### 9.2 Maintenance

a. The Operator will ensure the building is kept weatherproof and free from dampness.

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- b. The Operator will maintain the premises, furnishings and equipment in a safe and clean condition and in a good state of repair. Broken tiles or flooring, holes in walls and broken furniture must be repaired or replaced immediately.
- c. The Operator will provide a maintenance plan to the City, upon request.
- d. The Operator will create a process whereby residents can escalate issues regarding the need for repair, renovation or maintenance in their bedroom or common areas of the home.
- e. The Operator will ensure access to hallways, stairwells and exits are free from obstruction and flammable materials as required by legislation/fire code regulations.
- f. The Operator will ensure all chemicals are stored in labeled containers and are kept inaccessible to residents.
- g. The Operator will ensure the home is maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit).
- h. The Operator will ensure elevators are maintained and inspected on a regular basis and display valid licenses.
- i. The Operator will ensure snow and ice is removed as per municipal by-laws.
- j. The Operator will ensure that the property and building exterior are well maintained (e.g. grass cut, landscaping).
- k. The Operator will ensure that commercial cooking equipment is inspected and maintained according to National Fire Protection Association 96 (NFPA 96).

## 9.3 Garbage

- a) Garbage shall be removed from the building daily, stored and disposed in a manner satisfactory to the City.
- b) Garbage shall be stored in receptacles which are insect and rodent proof, water tight, provided with a tight fitting cover and kept clean.
- c) Combustible debris shall not be allowed to be stored within or adjacent to the building.

## 9.4 Bedrooms

- a) The Operator does not permit residents to occupy for sleeping purposes any space in the home used as a lobby, living area, hallway, closet, bathroom, stairway, cellar, furnace or utility room.
- b) Each bedroom must have a unit number or letter posted on the outside so it is clearly identifiable.
- c) 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.
- d) Each bedroom has a 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

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- outside to provide an open area of at least five percent (5 %) of the floor area of the room.
- e) Each bedroom accommodates a maximum of two (2) residents. Current Residential Services Homes which offer shared accommodation for up to three (3) residents in a single room are grandfathered under the Residential Services Standards 2016 as long as the distance between beds is maintained and the resident has all necessary furnishings.
- f) Bedroom doors are able to be locked from the inside, and the Operator has an access key to each room for use in an emergency situation and/or for cleaning.
- g) 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 working order with no missing or broken parts.
- h) The mattresses must have a minimum width of 91.44 cm (36 inches), and be safe, sanitary and in good repair. Mattress protectors are provided to prevent staining and for pest control and where possible, mattresses are covered with a flame-retardant and moisture-retardant material. Stained, broken and/or infested mattresses are disposed of and replaced.
- i) The distance between beds is at least 91.44 cm (36 inches).
- j) Residents may decorate their rooms and hang wall adornments to their own taste, in keeping with safety requirements and the house rules.
- k) Resident may have their own radios, television and clocks in their bedrooms, in keeping with safety requirements and the house rules.

## 9.5 Designated Interior Smoking Area

As per legislation, no interior smoking areas are allowed and smoking is contained to areas as outlined in the Smoke Free Ontario Act.

#### 9.6 Dining Area

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 home and has adequate lighting and ventilation. The dining area has seating space to accommodate all residents within each specified meal time with a maximum of two seatings per meal time.

## 9.7 Handrails, Balustrades, Stairways

- a) The Operator ensures that the following are installed in the home and are in a safe condition:
  - i. Handrails on at least one (1) side of any stairway and, where the width of the stairway requires, on both sides.

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- 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.
- Stair treads are covered with an acceptable non-skid and fire-retardant material.

## 9.8 Lighting

- a) The levels of illumination required under the Ontario Building Code are maintained during all hours of operation.
- b) 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.

#### 9.9 Sanitary Facilities

- a) The number of sanitary facilities are, at least:
  - One (1) washbasin and one (1) flush toilet for every eight (8) residents;
     and
  - ii. One (1) bathtub or shower for every eight (8) residents
- b) Each toilet and each bathtub must have at least one grab bar or similar device of a type that will ensure the safety of residents.
- c) Each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall.
- d) Each washroom, bathroom, shower/bath have a lock to provide privacy and security, which can be easily released from the outside in case of an emergency.
- e) Where one or more residents are disabled/use mobility aids, at least one accessible bathroom, toilet and shower is provided.
- f) Sanitary facilities are equipped with an adequate supply of common toiletries such as toilet tissue and soap.
- g) Sanitary facilities are equipped with receptacles of durable construction that can be easily cleaned, to hold used towels, other soiled linen, or waste materials.
- h) Public or communal bathroom fixtures are cleaned and sanitized at least once a day and/or more often should it be required due to soiling.
- i) If there is a window in the bath it must have either an opaque window covering and/or opaque tinting/frosting on the glass that provides privacy.
- j) The bathroom should be adequately ventilated by natural or mechanical means so as to remove excess heat, humidity and odours.

## 9.10 Common Room(s)

a) The minimum total space for the sitting rooms is the greater of:

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- An area equal to 1.39 square meters (15 sq ft) of floor space for each resident in the Residential home or
- ii. 11.148 square meters (120 sq ft) of total area
- b) The Operator ensures that there is enough furniture in the common room(s) to accommodate at least 50% of the tenants at one time.
- c) Furniture must be well structured, clean, safe, comfortable, and maintained in good condition.
- d) Common room furniture should be accessible for tenants and align with their support needs (e.g. chairs with arm rests).

#### 9.11 Water supply

- a) The Operator ensures the residence's water supply system is adequate to meet the residents' needs for potable water and for hot water.
- b) The temperature of the water serving all bathtubs, 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.
- c) Issues impacting the main water supply (construction, renovations, natural disaster, pipe failure etc.) are reported to the HSB immediately and contingency/mitigation measures put into effect.

## 9.12 Windows

a) 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 coverings are clean and in good repair.

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## APPENDIX A – LOCAL STANDARDS ALIGMENT WITH PROVINCIAL STANDARDS FRAMEWORK

The provincial Standards Framework sets out eight broad provincial categories for which local standards are required. The eight provincial categories are identified below with the corresponding section(s) of the local City of Ottawa Residential Service Standards that meet the requirement. In addition, Service Managers were asked to consider health and safety recommendations from a Coroner's inquest to the Ministry of Municipal Affairs and Housing and Ministry of Community and Social Services - Aaron James Firman (2013/07/23). These recommendations are outlined below along with the corresponding section(s) of the Standards that respond to these recommendations.

- 1. **Eligibility:** Service Managers must establish standards that define tenant eligibility criteria and the intake process.
  - See section 1.1 Eligibility Criteria
  - See section 1.2 Application and Intake Process
- 2. **Staffing:** Service Managers must establish standards for the minimum qualifications of staff and volunteers, staff/volunteer levels, staff/volunteer conduct and staff/volunteer training.
  - See Section 2.1 Qualifications
  - See Section 2.2 Orientation
  - See Section 2.3 Supervision
  - See Section 2.4 Training
  - See Section 2.5 Staffing Ratio
  - See Section <u>2.6 Staff Conduct</u>
- 3. **Insurance and Monitoring:** Service Managers must establish standards for insurance coverage and standards for regular monitoring of the housing provider to ensure compliance with local standards.
  - See section 3.1 Insurance
  - See section <u>3.2 Standards Monitoring</u>
- Conflict Resolution, Complaints Processes and Reporting: Service Managers must establish standards for conflict resolution and complaint processes, and for the reporting of serious incidents.
  - See section 4.1 Serious Incident Reporting
  - See section <u>4.2 Feedback Process</u>
  - See section 6.6 Conflict Resolution

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- Rights and Responsibilities: Service Managers must establish standards for tenant and landlord rights and responsibilities, including tenancy agreements, tenant confidentiality and privacy, and management of tenant files and other documentation.
  - See section <u>5.1 Tenants Rights and Responsibilities</u>
  - See section 5.2 Privacy
  - See section <u>5.3 Confidentiality</u>
  - See section 5.4 Resident Records
  - See section 5.5 Tenancy Agreement
- 6. **Physical Safety, Health and Well-being of Tenants:** Service Managers must establish standards for tenants' physical health, safety and well-being, including medication storage and/or management.
  - See section <u>6.2 Resident Relations</u>
  - See section 6.3 Access to Home
  - See section 6.4 Guests/Visitors
  - See section 6.5 Safety and Security
  - See section <u>6.8 Medication</u>
- 7. **Provision of, or Access to, Activities and Support Services:** Service Managers must establish standards for the provision of, or access to, activities and support services for tenants (both within the housing and the community).
  - See section 7.1 Resident Access to Transportation and Support Services
  - See section 7.2 Resident House Meetings
  - See section <u>7.3 Access to in House/Community Activities</u>
- 8. **Monthly Allowance for Personal Use:** Service Managers must establish standards for the management of the monthly allowance for personal use for tenants.
  - See section 8.1 Resident Finances and Money Management Accounts

#### **Coroner's Inquest Recommendations**

- Background checks received/reviewed prior to employment
  - Section 2.1 (b)
- Develop a standard set of Operating Procedures-
  - Appendix A—Local Standards Alignment with Provincial Standards Framework
- 3. Assess individual residents' needs to ensure suitable placements

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- Section 1.3 Screening
- Section 1.4 Assessment
- 4. Ensure qualified/accredited personal on site
  - Section 2.1 Qualifications
  - Section 2.5 Staff Ratio
- 5. Ensure reasonable security response plan beyond local law enforcement
  - Section 6.5 Safety and Security
- 6. Tenant medication records accompany tenants facing incarceration
  - Section 6.8 (n) Safety and Security
- 7. Address conflicts of interest
  - Section 6.4 (b) Safety and Security
  - Section 2.6 Code of Conduct

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#### APPENDIX B-GLOSSARY OF TERMS

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

**Abuse:** in any form is a violation of a person's rights and can either be a single act or repeated acts. Abuse may be deliberate or the result of ignorance, or lack of training or understanding. Abuse can occur in any relationship and may result in significant harm to or exploitation of the person subjected to it.

**Financial or material abuse**: is the theft or misuse of money or property such as household goods, clothes, or jewelry. It can include any of the following:

- Theft, conning, cheating
- Mismanagement of money or assets by a guardian, attorney, or other person in a position of trust
- Use of a person's property or money for purposes other than those intended by the person; convincing a person to give away money, property or possessions with threats or coercion; withholding funds; cashing a person's cheque without authorization, fraud;
- Putting pressure on someone or having someone who is deemed incompetent change their will or power of attorney

**Physical abuse:** any physical pain or injury that is willfully inflicted upon a person, or unreasonable confinement or punishment, resulting in physical harm. It can include any of the following:

- Hitting, pushing, pulling, rough handling, shoving, slapping, kicking, beating, shaking, burning, pinching, gripping, or biting
- Use of an object or weapon in a violent manner
- Physical restraint or unreasonable confinement (e.g. locking someone in, tying a person up)
- Misuse of prescribed medication (e.g. using prescribed medication for any purpose not ordered by the physician)
- Deliberate exposure to extreme weather
- Force feeding

**Psychological or emotional abuse:** any willful infliction of mental anguish or creation of fear of violence or isolation. This type of abuse diminishes a person's identity, dignity, and self-worth. It can include any of the following:

- Verbal assaults, harassment, bullying, threats, instilling fear, intimidation, coercion, humiliation, blaming, name-calling, yelling, scolding or shouting
- Ignoring the person or emotional deprivation
- Social isolation, restricting of contact with family, friends or support networks

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- Removal of decision-making power or treating someone like a small child
- Denial of privacy

**Sexual Abuse**: is any sexual act or contact to which a person has not consented, could not consent, or was pressured into consenting. It can include any of the following:

- Coercing a person through force, trickery, threats, or other means into unwanted sexual activity
- Sexual assault, rape or other sexual acts, inappropriate touching
- Any act designed to use a person for the perpetrator's sexual gratification
- Coercion into viewing pornographic material, using a person to produce pornographic materials, or allowing others sexual access to a person
- Rewards for sexual acts
- Not allowing expression of sexuality
- Withholding of educational information
- Use of offensive or suggestive language
- Exhibitionism/voyeurism by perpetrator

**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.

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

**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.

**Conflict:** an active disagreement between individuals with opposing opinions or principles.

**Contract:** 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.

**Complaint:** is an expression of dissatisfaction related to the services and/or support. A complaint may be expressed by a tenant, staff, volunteer, other community program, family member, friend, and/or community member. A complaint may be made formally or informally.

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**Disability:** includes any degree of physical disability (e.g. diabetes, epilepsy, brain injury, paralysis, amputation, lack of physical coordination, visual impediment, hearing impediment, speech impediment, use of a guide dog or other animal or use of a wheelchair or other device), cognitive impairment or developmental disability, learning disability and/or mental health/substance use issue (adapted from *Accessibility for Ontarians with Disabilities Act*, 2005).

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

**Feedback Process:** may be positive or negative and is typically related to the program provider, support services, and/or physical environment. Feedback can include suggestions, input, comments, ideas, and/or information that may be solicited (such as comments collected through a survey) or unsolicited (such as a letter from a family member about services that a tenant receives).

**Guidelines**: explanatory details related to standards, outline courses of action or explanations related to the standards and are intended to provide guidance and resource to Residential Services Homes.

**Residential Services Home**: a facility operated independently of the City by the Operator as set forth in an Agreement between the Operator and the City.

**Ministry:** the Ministry of Municipal Affairs and Housing (MMAH) of the Province of Ontario

**Neglect:** withdrawing or not providing the help that a vulnerable person needs, causing them to suffer. Neglect can be active (the intentional withholding of care or the necessities of life) or it can be passive (the unintentional failure to give proper care because of lack of knowledge, attention, experience or ability on the part of the caregiver). It can include any of the following:

- Allowing a person to live in unsanitary or poorly heated conditions
- Withholding or failure to provide adequate food and nutrition
- Long-term failure to help someone maintain personal hygiene when they cannot manage it themselves
- Inadequate supervision or safety precautions, failure to protect people from health and safety hazards
- Failure to provide for physical and mental health needs
- Withholding medical services, including medications (as prescribed) or overmedicating
- Denying access to necessary services (e.g. nursing, social work)
- Denial of a person's basic rights

**Operator:** the Operator under Contract with the City of Ottawa.

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

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**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.

**Province:** refers to the Province of Ontario.

**Personal Needs Allowance (PNA):** the monthly amount set out in the Agreement for the subsidized resident's personal use which changes from time to time as per increases in Ontario Works and Ontario Disability Support Program rates.

**Quality Assurance**: Quality assurance in human services has been defined as "a formal set of activities that reviews and affects the quality of service provided.... [giving] both internal and external parties the confidence that the organization will consistently meet the requirements for quality service."

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

**Resident Income:** A subsidized resident's total gross income shall be applied towards the cost of their rent in the Residential Services Program. Verification of a resident's income is required at application and upon request. Retroactive income will be applied to the month received and treated as an asset thereafter.

**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.

**Support Services:** refers to support services, assistance with activities of daily living, and supports provided by the Program provider to the tenant.

**Site/ Review:** a visit to the Residential Services Home 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 Residential Service 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 Residential Services Program.

**Tenant**: refers to a tenant as defined by the *Residential Tenancies Act*, 2006.

**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.

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#### APPENDIX C- SUMMARY OF REQUIRED POLICIES AND DOCUMENTS

Residential Services Homes Operators will develop written policies, procedures and other documents as outlined in the Standards which will be placed on file with the City and re-submitted if revised. For ease of reference these policies and documents include:

- Resident Records policy (5.4)
- Confidentiality policy (5.3)
- Feedback and Complaints policy (4.2)
- Abuse policy (6.5)
- Building Access policy (6.3)
- Conflict Resolution and Crisis Prevention policy (6.6)
- Missing Persons policy (4.1)
- Emergency Plan policy(6.5)
- Tenancy Agreement policy(5.5)
- Visitor/Guest policy (6.4)
- Entering Units/Rooms policy (5.2)
- Financial Management policy including money management consent form(8.1)
- Property Maintenance policy (9.2d)
- Medication Management policy (includes narcotics) (6.8)
- Police Vulnerable Sector Checks policy (2.1)

Special Diet policy (6.9n)

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