

**This Agreement** made in duplicate this **30<sup>th</sup>** day of **May, 2024**.

Between:

The Corporation of The County of Essex  
Hereinafter called the "**County**"

Of The First Part

- and -

1000732973 Ontario Inc.,  
operating as Heritage Community Residence  
Hereinafter called the "**Owner**"

Of The Second Part

**WHEREAS** a Residential Services Homes facility is defined as any residence, rest home, retirement home or boarding and lodging home which, for a fee, provides permanent housing, limited support and 24-hour supervision to vulnerable persons with special needs. These facilities are maintained and operated by an individual person or Corporation under an agreement with a municipality;

**AND WHEREAS** the Owner maintains and operates within the County, such a place of boarding or lodging that qualifies as a Residential Services Homes facility, as defined above, and specifically operates the residence located at municipal address 184 Victoria Street, Amherstburg, Ontario (the "**Residence**");

**AND WHEREAS** the County and the Owner have agreed that if the Owner provides care to certain persons approved by the County, the County will, subject to the terms and conditions of this Agreement, make certain payments to the Owner;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants contained herein, the Parties

enter into this Agreement and covenant and agree one with the other as follows:

### **Residential Services Homes Program**

1. The Owner expressly acknowledges, agrees, and understands that funding for the Residential Services Homes Program (the "**Program**") is provided by the Ministry of Municipal Affairs and Housing (the "**Ministry**") through funding from the Homelessness Prevention Program ("**HPP**").
2. The Owner agrees to comply with any and all guidelines and reporting requirements that may be imposed by the County and/or the Ministry with respect to the funding provided through HPP, and which requirements may be amended from time to time at the sole discretion of the County and/or the Ministry.
3. The Owner hereby agrees to provide care to any person that has been approved by the County on whose behalf the subsidized portion of the payment for the care is made by the County under Paragraph 4 of this Agreement, immediately below.
4. For each person the County approves for the provision of care under the Program by the Owner, the County agrees to pay the Owner the current per diem rate of \$60.00, or such other lesser or greater amount as may be approved by the Corporation of the City of Windsor, as the

provincially designated Consolidated Municipal Service Manager for housing and homelessness in the City of Windsor and County of Essex.

5. Notwithstanding the provision related to the per diem payment by the County referenced in Paragraph 4 of this Agreement, immediately above, the Owner expressly acknowledges and agrees that the payment of the per diem rate by the County will be less any rent or other payment from the person receiving care at the Residence to the Owner directly.
6. The Owner hereby expressly acknowledges and agrees that it shall not attempt to invoice the County for payment of the per diem rate for any person receiving care at the Residence unless and until (a) the Owner has submitted a fully completed intake package to the County and (b) the County has provided an approval letter to the Owner with respect to the person receiving care at the Residence.
7. In the event any person placed under the care of the Owner is admitted to hospital, is otherwise absent from the Residence for any reason, is in need of more than custodial care, or for whom custodial care is no longer adequate or required, the Owner shall notify the County Representative within 24 hours thereof.
8. It is understood and agreed by the Owner that notwithstanding the terms of this Agreement, the County

is under no obligation to place any person under the care of the Owner at any time and that the placement or removal of such person is at the sole discretion of the County. The Owner hereby releases the County from any and all liability claims and damages for failure to assign or remove any person to or from the care of the Owner for any reason whatsoever.

9. The Owner shall comply with all police, fire, building, accessibility and sanitary regulations and by-laws, laws and lawful orders and regulations imposed by any municipal, provincial or federal authority, and with the rules and regulations that may be imposed from time to time by the County Representative. Without limiting the generality of the foregoing, the Owner hereby agrees to:
  - a) grant access to the Owner's premises and to all records at all reasonable times by any person authorized by the County Representative, and submit monthly accounts to the Community Services Department of the County not later than the 5<sup>th</sup> day of each month, which accounts shall contain such information as are required by the County Representative, and as may be amended by the County, in its sole and absolute discretion, from time to time;

- b) forward to the County any records or other information requested by the County to verify the Owner's claim for payment under this Agreement;
  - c) provide the quality of care and comply with the rules and regulations set forth in **The Corporation of the County of Essex Residential Services Homes Program Standards** (the "**Program Standards**"), attached as **Appendix "A"** to this Agreement, and as may be amended by the County from time to time, in its sole and absolute discretion; and
  - d) Notwithstanding the Owner's obligations to comply with the Program Standards, the County agrees that due to the specific nature of the Owner's program at the Residence, the Owner may be exempt from standard(s) within the Program Standards that the Parties have now, or may at a future date, jointly agree to be non-applicable to the Owner.
10. Should the Owner, in the sole opinion of the County, fail to comply with any of the rules and regulations set forth in the Program Standards, the County shall notify the Owner in writing of the deficiencies (the "**Deficiency Notice**") and the time period in which the deficiencies are to be corrected.
11. The Owner shall, forthwith, in response to a Deficiency Notice, provide a written response outlining the Owner's

action plan to remedy the deficiencies (the "**Action Plan**") in accordance with the deadline provided in the County's Deficiency Notice.

12. The Action Plan will not be accepted by the County unless the Action Plan is (a) acceptable to the County in its sole and absolute discretion and (b) addresses the deficiencies identified in the Deficiency Notice in accordance with the deadline required by the County.
13. Failure to provide an acceptable Action Plan and correct the deficiencies within the time set forth in the Deficiency Notice may result in the termination of this Agreement and in the removal from the Residence of any or all persons assigned thereto by the County, which decision is in the sole and absolute discretion of the County.

### **Indemnity and Insurance**

14. The Owner hereby covenants and agrees to indemnify and save harmless the County of and from all manner of liabilities, actions, claims, demands and costs arising at law or in equity from or in any manner in connection with this Agreement and out of the operation of the Residence by the Owner.
15. The Owner covenants and agrees to provide and maintain public liability and property damage insurance as set forth in the Program Standards, which requirements may be amended by the County from time to time in its sole and absolute discretion.

## Term of Agreement

16. This Agreement shall be effective from the 30<sup>th</sup> day of May, 2024, and shall remain in effect until one or more of the following events occur:
- a) thirty days' notice of termination is given in writing by either party to the other, which notice shall be given by either, or any combination of, prepaid registered mail, hand delivery, and/or email to the Parties as follows:
    - (1) The Corporation of the County of Essex  
360 Fairview Avenue West  
Essex, Ontario N8M 1Y6  
Attention: County Clerk  
(E) [clerks@countyofessex.ca](mailto:clerks@countyofessex.ca)
    - (2) 1000732973 Ontario Inc.  
184 Victoria Street South  
Amherstburg, Ontario N9V 2K5  
(E) [adegboyega.babasola@gmail.com](mailto:adegboyega.babasola@gmail.com)
  - b) the Owner has failed to comply with any of the terms and conditions of this Agreement, including the rules and regulations contained in the Program Standards;  
or
  - c) the Owner has failed to comply with any work order issued by the building department of the municipality in which the Residence is situated in accordance with the terms and conditions of the said work order.

## **General**

17. The Parties hereto acknowledge and agree that the rules and regulations contained in the Program Standards, attached hereto as **Appendix "A"**, and as amended from time to time, form a part of this Agreement.
18. The County shall advise the Owner in writing within 30 days of any amendment to the Program Standards.
19. Should any term of this Agreement be found to be invalid for any reason, the Parties expressly agree that the balance of the Agreement, less the invalid term, shall continue to operate in full force and effect.
20. This Agreement shall not be assigned in whole or in part by the Owner without the written consent of County, which consent may be arbitrarily refused.
21. This Agreement shall enure to the benefit of and be binding upon the heirs, estate trustees, successors and authorized assigns of the Parties hereto.

**BALANCE OF PAGE 8 OF 9 LEFT INTENTIONALLY BLANK  
WITH EXECUTION PAGE ON FOLLOWING PAGE 9 OF 9.**



**IN WITNESS WHEREOF** the County and the Owner have electronically executed this Agreement by their respective duly authorized signing officers.

**Corporation of the County of Essex**

\_\_\_\_\_  
Hilda MacDonald, Warden

\_\_\_\_\_  
Katherine Hebert, Deputy Clerk

We have authority to bind the County.

**1000732973 Ontario Inc.**

\_\_\_\_\_  
Adegboyega Babasola, Director

I have authority to bind the Owner.

# Appendix "A"



## **Residential Services Homes Program Standards**

**Reviewed and Adopted July 19<sup>th</sup>, 2023**

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RESIDENTIAL SERVICES HOMES

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## 1.0 Background

In January 2013, the Domiciliary Hostel program moved from being administered by the Ministry of Community and Social Services (MCSS) to the "Housing with Supports" program administered by the Ministry of Municipal Affairs and Housing (MMAH), succeeded by the Ministry of Housing Ontario (MHO). This was a result of the Provincial government's efforts to consolidate housing and homelessness programs and give municipalities more flexibility to meet local needs by collapsing five funding streams into one funding envelope called the Community Homelessness Prevention Initiative (CHPI). In April 2022, the Provincial government changed the name of the program to Residential Services Homes and the funding envelope was renamed "Homelessness Prevention Program" (HPP).

As the Service System Manager (SSM) for homelessness, the City of Windsor along with the Corporation of the County of Essex (hereinafter called "the Corporation") enters into service agreements with Residential Services Homes (hereinafter called "Homes") to provide permanent housing with supports to vulnerable adults.

It is the objective of the Residential Services Homes program to provide:

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

In 2007/08 under MCSS direction, the Domiciliary Hostel Standards were implemented consisting, of 40 Standards under 3 categories:

- Program Administration
- Hostel Operations
- Hostel Supports

Since April 2015, Service System Managers who use HPP funding for the Residential Services Homes program have been required to comply with 8 categories of standards and accountability measures developed by MHO:

- 1) Eligibility
- 2) Staffing
- 3) Insurance and Monitoring
- 4) Conflict Resolution, Complaints Process and Reporting
- 5) Rights and Responsibilities
- 6) Physical Safety, Health and Well-Being of Tenants
- 7) Provision of, or Access to Activities and Support Services
- 8) Monthly Allowance for Personal Use

In addition to these 8 categories of Standards, the Homes are also governed by the following:

- By-laws for each municipality which can be amended from time to time
- In City of Windsor: Schedule L1 By-Law 395-2004
- Service Agreements with the Corporation

At least once a year, reviews are conducted by Residential Services Homes Program staff to ensure Homes are in compliance.

### **1.1 Program Goals and Principles**

The Corporation supports the following goals for the Residential Services Homes Program:

- Individual residents obtain a quality of life that supports healthy, safe living;
- All residents receive appropriate, quality care;
- 'In-house' supports and services are coordinated with community-based health and social services to ensure that residents receive the services they require;
- The individual circumstances of residents are respected;
- The Residential Services Homes Program is accountable to the individual, community and government.

These goals have regard for the following administrative and service delivery principles:

- Government, community and individuals have a shared responsibility for the housing of vulnerable adults living in their community;
- Residential Services Homes tenancies are intended to be permanent insofar as it continues to meet the residents' care needs;
- As the Program Manager, the Corporation has the authority to purchase Residential Services Homes Program services that best meet the community's needs;
- Funding for the Residential Services Homes Program is used for the purposes intended.

## **1.2 Roles and Responsibilities**

The roles and responsibilities of the Ministry are:

- To sign a service contract with the Consolidated Municipal Service Managers (CMSM) for the funding and delivery of the program;
- To collect and evaluate quarterly reports;
- To monitor provincial performance targets;
- To ensure financial accountability;
- To conduct compliance reviews of the Corporation.

The provincially mandated roles and responsibilities of the Corporation are:

- To manage the Residential Services Homes Program;
- To enter into funding agreements with Residential Services Homes Operators;
- To review and/or verify the service level and financial information provided by operators and approve payments;
- To set service standards.

In addition, the Corporation has assumed the following roles and responsibilities:

- To monitor and enforce compliance with funding agreements and standards;
- To investigate complaints and take remedial action where required;
- To establish serious occurrence reporting requirements;
- To verify that all operators have obtained adequate insurance coverage;
- To verify that annual inspections have been completed;
- To verify that beds are appropriately occupied;
- To further ensure that tenants who require mandatory and discretionary assistance, access all avenues of funding prior to receipt of discretionary municipal funding, i.e. OW, ODSP, Trillium, ADP;
- To determine financial eligibility of potential residents;
- To monitor financial eligibility of residents accepted for tenancy.

The roles and responsibilities of Residential Services Home operators are:

- To provide housing and services to residents in accordance with the funding agreement and standards;
- To receive requests and referrals for placement;
- To determine personal suitability of potential residents;
- To accept residents and to enter into Tenancy Agreements with residents;
- To monitor individual suitability of residents accepted for tenancy;
- To link with appropriate community-based programs and services;



- To issue the Personal Needs Allowance to residents, if necessary;
- To report serious occurrences to the Corporation and cooperate fully with any follow-up which is required;
- To take remedial action regarding complaints as quickly and effectively as possible;
- To provide the Corporation with all necessary financial information;
- To cooperate with and report to the Corporation for the purposes of carrying out the Corporation's obligations with regard to the Residential Services Homes Program.

## **2.0 Eligibility**

### **2.1 Eligibility Criteria**

The Corporation maintains the right to approve or deny assistance at the initial application. All applicants must be 18 years of age or older. Assistance will be denied if, in the opinion of the Community Services Manager, the applicant fails to meet the requirements for eligibility as identified below.

There are 4 primary factors for determining and approving eligibility for subsidy for placement in Residential Services Homes.

- Medical Need – Medical form completed with a recommendation from an approved Health Care provider that indicates that the individual requires supervision in activities of daily living.
- The individual is not eligible for Long-Term Care.
- Financial Need – Individual is in receipt of Ontario Works (OW), Ontario Disability Support Program (ODSP) or has another source of income (i.e. Canada Pension Plan) which is less than the cost of care plus the Monthly Allowance (as calculated using the per diem rate payable and the amount of the Monthly Allowance); and the individual's liquid assets do not exceed the OW/ODSP asset limits, excluding life insurance and prepaid funeral and burial.

**Note: OW/ODSP recipients may be permitted increased asset limits and exemptions under ODSP legislation.**

\* Adults over the age of 65 are to contact the Residential Services Homes Program for appropriate asset limits.

- Appropriateness of Placement – Without limiting the generality of the foregoing, assistance will be denied or cancelled if in the opinion of the Corporation, the applicant’s residency and nature of their illness will adversely affect the comfort and well-being of other residents or other more suitable accommodations are available to the applicant.

## **2.2 Intake Process**

Applicants in need of Residential Services Homes Program subsidy must contact the Corporation’s Community Services office to request an application to determine eligibility and availability of subsidized assistance. Applicants without a source of income, applying for Residential Services Homes program subsidy shall be referred to Ontario Works for an OW application. The Corporation is not financially responsible for any admission of residents into the home without prior approval.

The Service Provider shall complete an initial Resident Care Plan for each resident in the Home. The Care Plan is completed upon admission and every 6 months at minimum or earlier if the resident presents a significant change. The Care Plan must be updated to reflect their current needs. Where imminent risk factors are present, the Service Provider will complete a care plan and/or risk management plan prior to the admission.

The Service Provider shall familiarize each new resident to the fire drill plan and emergency evacuation procedures upon admission to the home.

## **2.3 Discharge Process**

When a subsidized resident ends their tenancy at a Home, the Service Provider shall ensure the following information is provided:

- Resident’s medications are gathered, ensuring each medication is labeled with instructions and pharmacy contact information, as far as their care plan and capacity allow;
- Resident’s belongings are accessible to remove from the Home and take with them; belongings are to be kept for ten days.

- A tax receipt is provided to the resident for the current year. For example, a resident leaving March 31, 2017 will receive a tax receipt for rent from January 1, 2017 to March 31, 2017;
- If kept on file with resident consent, a copy of the previous year Notice of Assessment would be given to the resident;
- Monies in a bank account or held as cash by the Service Provider on behalf of a resident will be given to the resident, having the resident sign off as received;
- Resident's incontinent supply products are provided to the resident;
- When possible, a forwarding address should be kept on file for the purpose of mail that comes in after the move date;
- Contact information for their trustee, Assertive Community Treatment (ACT), Canadian Mental Health Association (CMHA), Social Worker (S/W) etc.

### **3.0 Staffing**

#### **3.1 Staff/Volunteer Qualifications**

The Service Provider shall hire staff and recruit volunteers with the applicable qualifications, experience and ability to work with vulnerable individuals and shall obtain an acceptable vulnerable sector police check from each staff member and volunteer prior to the commencement of their duties.

Every Service Provider shall ensure that any person providing direct care to residents in a Home shall:

- a) be 18 years of age or over;
- b) have an appropriate level of education/experience in working with vulnerable adults
- c) be legally eligible to work in Canada
- d) provide proof of having a test for tuberculosis prior to commencing employment.

Every Service Provider shall ensure that written job descriptions describing responsibilities and scope of function are available for all staff and volunteer positions and that staff and volunteer are trained according to their described job duties.

### **3.2 Staffing and Supervision**

The Service Provider shall ensure that facility staff and volunteers are supervised and shall ensure that staff and volunteers are capable of communicating clearly and effectively with residents, sustaining the emotional demands of their work, and providing safe and adequate services as set out in these Standards.

The Service Provider shall ensure that staff is scheduled to provide 24 hour supervision, care and security of residents.

As per the following Staffing Levels section, in addition, the Service Provider must maintain minimum staffing ratios that are supported by the Fire Code.

### **3.3 Staffing Levels**

Sufficient qualified staff shall be on duty to assure the safety of the residents and to adequately meet the residents' needs. The staffing ratio may vary according to the needs and acuity of the residents. The Corporation expects that each Service Provider will schedule additional staffing where they have residents with elevated risks and complex needs. The minimum ratio of direct care staff to residents is 1:20. The Corporation recognizes the diversity of the clients served in each home, therefore, the Service Provider may propose an alternative staffing plan for the evening and overnight shifts to be approved by the Corporation. Staff on duty must be awake at all times.

A working alone policy shall be developed if staff are working alone at any given time.

### **3.4 Staff/Volunteer Training**

The Service Provider shall ensure there is a documented process to orient and train staff and volunteers upon the commencement of employment in the Home, and at regular intervals throughout their service. Position specific training may include but not be limited to: Workplace Hazardous Material Information System (WHMIS), Administering Medication Certificate, First Aid and CPR, Safe Food Handling Certificate, Fire Evacuation Plan, training in Universal precautions, personal safety for staff and residents which include a ban on weapons, training on communicable disease control) and occupational exposure to blood and bodily fluids. Staff must be trained on

emergency procedures in the event of power outages, fire, periods of extreme cold/heat.

The Service Provider must maintain satisfactory training records, including documentation of training materials and proof of staff attendance.

Best practice may include opportunities to participate in additional workshops or seminars on topics relevant to their duties and needs of residents in Home not limited to, understanding mental illness, non-violent crisis intervention, advocacy issues, community resources and related issues.

### **3.5 Staff/Volunteer Conduct**

The Service Provider shall establish a code of conduct for staff and volunteers outlining professional behaviour towards residents. All staff will receive training on the code of conduct upon commencing employment at the Home and reviewed annually. Staff is expected to maintain a professional relationship with residents. Staff shall not conduct a physical search of any kind on a resident's person. Staff must consult with the police when there is reasonable suspicion of an illegal or dangerous situations. The code of conduct will be posted in a common room within the Home.

At a minimum, the code of conduct/ethics must include the following ideals:

- 1) We will maintain the highest standards of integrity in all of our dealings with residents, families, employees and suppliers.
- 2) We will deal honestly, openly and fairly with our residents and their families.
- 3) We will uphold the principle of appropriate and adequate compensation for the services provided.
- 4) We will provide adequate, safe and pleasant facilities and serve our residents to the best of our ability, having regard for the total physical, emotional and spiritual needs of our residents.
- 5) We respect the rights of our residents as individuals.
- 6) We will employ qualified staff with good moral character and satisfactory experience, competency and compassion.

- 7) We will further ensure that at all times; our staff is courteous and respects the dignity of our residents, their relatives and the general public.
- 8) We will comply with relevant municipal and provincial regulations governing our industry and work toward improvement in regulations to ensure the best interests and well-being of our residents.
- 9) We will avoid all conduct or practice likely to discredit our Home or the Corporation's Residential Services Homes program.
- 10) We will provide an atmosphere of dignity and respect in our Home and provide services in a non-judgmental manner.
- 11) We will ensure that all residents should be recognized as being at different places on their life path, requiring different levels of assistance and support from the Residential Services Homes program and other services within the community.
- 12) We will recognize that staff often has access to confidential information about residents. Protecting the privacy and confidentiality of residents and their personal information should be of the utmost importance.

## **4.0 Insurance and Monitoring**

### **4.1 Insurance**

The Service Provider shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. Such policy shall:

- Be issued in the name of the Service Provider
- Have inclusive limits of not less than 5 million (\$5,000,000) for the Corporation of the County of Essex, against bodily injury and property damage resulting from any one occurrence in respect of and during the provision of the Residential Services Homes program

- Contain a clause including liability arising out of the provision of the Residential Services Homes program
- Contain a cross liability clause certifying that the Corporation has been included as an additional insured
- Be in a form satisfactory to the Corporation.

The Service Provider shall obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the Residential Services Homes Program or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the Residential Services Homes Program, including passenger hazard in the amount of five million dollars (\$5,000,000) for the Corporation of County of Essex.

A certificate of insurance must be produced at the time the Service Provider enters into an agreement with the Corporation, annually upon inspection, and each time the insurance is updated.

In addition the Corporation service providers shall:

- Include under the definition of insured, any volunteer worker of any Insured or Additional Insured, while performing their duties for, or in association with the Named insured; and
- An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without Thirty (30) days advance notice to the Corporation;
- The policy shall contain the following endorsement:
- "It is hereby understood and agreed that this policy shall insure each Insured in the same manner and to the same extent as if separate policies had been issued to each, and shall apply with respect to any action brought against any one Insured by the other Insured or by any employee of such other Insured; provided however, that the Insurer's total liability in respect to each or all of the Insured in no event exceed the limits of liability stated in the Declarations."

## **4.2 Monitoring**

The Service Provider agrees to provide Residential Services to residents in compliance with the service agreement with the Corporation. In signing the service agreement, the Service Provider, also undertakes to comply with the Residential Services Homes Program Standards which may be amended from time to time and form part of the service agreement.

At least once a year and more often if deemed appropriate, full site reviews are conducted by Residential Services Homes program staff to ensure Homes are in compliance with the Residential Services Homes Program Standards. In addition, complaint follow-up monitoring will be performed. Residential Services Homes program staff will make unannounced visits regularly to the Home throughout the year. Photographs may be taken regularly and kept on file.

Upon completion of the yearly inspection, the Service Provider will receive a letter outlining compliance results and indicate where improvement is required including timelines to meet those expectations. Residential Services Homes program staff will follow-up with the Service Provider to ensure timelines are met. Should there be outstanding compliance issues, a meeting will be scheduled with the Service Provider, Residential Services Homes program staff and the Community Services Manager to discuss a plan to ensure compliance with standards.

## **4.3 Inspection**

The Service Provider shall ensure that:

- Annual inspections are completed by public health officials and fire officials.
- Heating equipment and chimneys are inspected between June and September to ensure that they are safe and in good repair
- Fire extinguishers, hose and standpipe equipment by in-house staff monthly and annually by a qualified fire equipment supplier to test and monitor the equipment.

The Service Provider shall have in place an appropriate maintenance program for pest control.

The Service Provider shall ensure that copies of the above inspection reports are sent to the Corporation's Residential Services Homes program staff for



their review and will be kept in the Corporation's Residential Services Homes Program files.

## **5.0 Conflict Resolution, Complaints Process and Reporting**

### **5.1 Conflict Resolution/Complaints**

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

The Service Provider will ensure the following:

- Residents are informed of their rights to report a complaint directly to the Corporation;
- Residents have access to a phone and the telephone number of Residential Services Homes program staff to report a complaint;
- Residents are to be protected against eviction and/or unfair treatment following reporting of a complaint;
- Policies and procedures are in place to manage written complaints regarding the facility and its' services and to respond to requests or suggestions made by a resident or a resident's representative;
- An appropriate response is issued in a timely fashion for all written requests, suggestions and complaints;
- Confidentiality is respected at all times;

Records of written requests, suggestions and complaints shall be kept and include the date received, the feedback and the date it was provided to the complainant, the actions taken to resolve the issues and the follow-up required.

The Service Provider shall ensure that risk management procedures are in place during the admission process, to address escalating behaviors on an ongoing basis and to address imminent risk to staff and other residents.

## **5.2 Whistleblowing**

The Service Provider and/or residents shall not retaliate or threaten to retaliate in any way against anyone who reports or discloses information to the Service Provider or to the Corporation. Furthermore, the Service Provider and its staff members must not discourage a person from disclosing information to the Corporation.

## **5.3 Reporting of Serious Occurrences**

The Service Provider shall record and report all serious occurrences in the Home such as accidents, injuries, alleged abuse or abuse of residents or staff, medication error, police intervention, criminal offence, physical assault, sexual assault/allegation, all 911 calls, death, suicide attempt, outbreak (bed bug, illness), communicable disease, violence or serious threat of violence, major property damage (fire/flood), a resident at serious risk, and when a resident's whereabouts are unknown for 24 hrs or more, etc. Serious Occurrence Reports are kept at the Home and a legible copy is sent to the Corporation within 24 hours of the occurrence or if on the weekend or a holiday, on the next business day.

Service Providers receiving notification from regulatory bodies such as the Ministry of Labour, Board of Health, Retirement Homes Regulatory Authority, etc. that they have received complaints and/or are conducting an investigation related to their Home, shall report the notification to the Corporation's Residential Services Homes program staff within 24 hours of the notification or on the first business day following a weekend or holiday. Copies of all documentation related to the complaint/investigation shall be provided to the Corporation as soon as possible.

## **6.0 Rights and Responsibilities**

### **6.1 House Rules/Rights & Responsibilities**

The Service Provider, with input from residents, shall ensure that house rules are established. These rules will include, but not be limited to, the residents' rights and responsibilities as per the Residential Tenancies Act. The Service Provider shall provide a copy of the rules to each resident upon intake and shall post house rules in a location that is accessible to residents and staff. House rules will be reviewed by staff and residents on a regular basis and revised as appropriate.

Residents have the right to be represented by a substitute decision maker, should they so choose.

The Service Provider shall ensure that staff do not enter a resident's bedroom/bathroom without first knocking and asking permission to enter unless there is an emergency where the resident (or other residents) safety is in question.

The Service Provider shall hold regular resident house meetings to discuss the operation of the home, to plan menus, house events, etc.

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

Residents shall observe home rules and common courtesies regarding guests and late night access to the facility.

The Service Provider shall allow residents 24 hour access to a washroom, communal area, smoking areas and their bedroom.

Where it is in the best interest of the resident to receive support and/or assistance with their personal care or activities of daily living from an external third party, the Service Provider shall cooperate fully in ensuring that such support and/or assistance is made available.

## **6.2 French Language Services**

All Service Providers, as a HPP funding requirement, must also provide French language services as requested. Each Service Provider must annually submit their plan to comply with French language services i.e.: signage, correspondence, telephone service and printed materials.

## **6.3 Retirement Homes Act, 2010**

All Residential Services Homes facilities that also meet the definition of "Retirement Home" in the Act are expected to obtain a license and comply with legislation under the Retirement Homes Act, 2010. These homes may be partially legislated through the Retirement Homes Act, but must also comply with the Residential Services Homes Program standards.

## **6.4 Resident Absence**

The Service Provider shall notify the Corporation within 24 hours or on the next business day of each resident who has been discharged, admitted to hospital, or is otherwise absent for any reason.

Every Service Provider shall maintain a register in which is recorded the time and date of departure from and return to the home of each resident,

provided that no person shall be forced to sign said register on entering or leaving the premises.

The Corporation will pay Service Providers for overnight absences to a maximum of 14 bed holding days per resident within each calendar year. As a result of hospitalization, up to an additional 14 days of absences may be covered. Discretion may be used for individuals hospitalized for physical health and mental health reasons.

## **6.5 Tenancy Agreements**

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

Upon admission, with each tenancy agreement, the Service Provider shall provide the resident with the Care Home Information Package.

## **6.6 Confidentiality, Privacy Acts, and Codes of Conduct**

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

Resident files maintained by Service Providers shall be made available to the Corporation staff for review.

The Corporation values diversity and the importance of upholding this value in the delivery of human services. All Service Providers are expected to comply with Ontario's Human Rights Code, which prohibits discriminatory practices because of race, ancestry, place or origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, receipt of public assistance or disability.

The Corporation expects all Service Providers to have a written Human Rights policy that is used to orient staff/volunteers and notify residents of this right, which may also be posted in the facility.

The Service Provider shall have an appropriate social media policy that applies to all staff and volunteers.

Staff must conduct themselves in a professional manner to ensure confidentiality is maintained.

Service Providers shall disclose personal health information to Residential Services Homes program staff conducting an audit for purposes of verifying resident eligibility for services.

The Personal Health Information Protection Act (PHIPA) shall govern the Service Provider's collection, use and disclosure of all information.

The Service Provider shall allow a resident the right to request access to all or part of their record. A written notice may also be forwarded to the Corporation, requesting access to the file of a resident who is subsidized through the Corporation.

Resident complaints about possible violations of the Personal Health Information Protection Act (PHIPA), as well as the investigation process and procedures shall be documented.

## **6.7 Privacy**

The privacy of residents shall be respected at all times. Bedroom, unit and bathroom doors must be lockable from the inside, and the Service Provider must have an access key to each room for use in an emergency situation and/or for cleaning. Residents shall be provided a key to their bedroom upon request. Additional replacement keys will be provided with a possible cost to the resident.

The general rules about a resident's right to privacy as outlined in the Residential Tenancies Act apply to all care homes including Residential Services Homes.

All staff must knock before entering a bedroom/bathroom.

The Service Provider shall ensure that all mail received and sent by residents is unopened. The Service Provider shall ensure that all residents have the right to open their mail in private.

The Service Provider shall make every effort to provide a private space, when requested by the resident, for private telephone calls or private visits with lawyers, doctors, advocates, friends or family. All meetings between Corporation staff and residents are to be held in private, unless a staff member of the Residential Services facility is invited to attend.

## **6.8 Resident / Medical Files**

All resident files will be maintained by the Service Provider and are to be kept up to date in a secure, confidential place including appropriate back up for computerized files, with the following information:

- Resident's name, age, date of birth, and gender (if individual chooses to identify)
- Date of admission
- Confidentiality /Consent form
- Immediate previous place of residence
- Copy of Tenancy Agreement and Care Home information package
- Copy of house rules signed/dated by resident
- Name, address and telephone number of attending personal physician, Nurse Practitioner, if any
- Current Medical Form (completed annually)
- Mobility requirements/restrictions (if appropriate)
- Relevant medical history and current medication, known allergies, special dietary requirements and immunization, if applicable
- Health Card number with current version code
- Financial information (Trustee/Power of Attorney)
- Copy of Medical Power of Attorney, if any
- Log of illnesses clearly documented in resident files
- Dates when resident is seen by health care provider and the name of the provider
- Dates of any admission to hospital
- Dates of resident's leave and return (overnight, week-end, vacation, etc.)
- Date of discharge
- Name, address, and telephone number of next of kin/trustee/power of attorney, emergency contact who can be contacted in the event of sickness or an emergency

- Emergency safety information (i.e. requirements for assistance to evacuate in a fire)
- Names of community agencies and advocates involved with residents (Family Service Windsor (FSW), ACT, CMHA)
- Staff notes pertaining to participation in in-house or community activities, changes in residents' condition, care provided, etc.
- Unusual or serious occurrence reports
- Risk Management Plan if applicable
- Correspondence sent to/from the Service Provider pertaining to the resident
- Resident Care Plan completed every 6 months or sooner

Changes to resident files such as asset levels, next of kin, inheritance, trusteeship shall be reported to Residential Services Homes program staff within 24 hours or on the next business day.

## **7.0 Physical Health and Well-being of Tenants**

### **7.1 Zero Tolerance of Abuse and Neglect**

The Service Provider is committed to providing the highest level of quality care, which encompasses the dignity, respect and rights of its residents. A resident will be free from abuse or neglect by staff, volunteers, visitors and other residents.

The Service Provider shall ensure that residents are not subjected to emotional, physical, or sexual violence/abuse and/or threats of emotional, physical, or sexual violence/abuse, including bullying.

The Service Provider shall develop policies and procedures to ensure residents may safely report any violence and/or abuse, including threats of violence and/or abuse.

### **7.2 Accessibility**

The Service Provider shall ensure the Accessibility for Ontarians with Disabilities Act is followed.

The Service Provider shall provide a residential living environment which promotes and enhances the quality of life for residents and which complies with all relevant health and safety standards.

The Service Provider shall not admit a person dependent on a wheelchair, walker or scooter unless the facility is accessible to the mobility aid.

The Service Provider shall ensure that residents physical disability or functional limitation (i.e.: vision or hearing loss) be fully accommodated.

### **7.3 Emergency Evacuation**

The Service Provider shall establish policies and procedures to protect the safety of residents and staff in emergency situations (i.e. power outages, fires, and periods of extreme cold or heat). All staff and residents must participate in an evacuation fire drill and be trained on emergency procedures.

The Service Provider shall ensure that an annual review of safety and emergency procedures is completed.

The Service Provider shall ensure that an emergency evacuation is prepared, approved and implemented in accordance with the Ontario Fire Code, and all emergency plans reviewed annually and provided to the Corporation.

The Service Provider shall ensure that procedures for monthly fire drills are in place and that a log is maintained outlining same and that a full evacuation fire drill take place annually.

The Service Provider shall maintain an emergency evacuation binder or Universal Serial Bus (USB) including: resident name, resident picture, meds, next of kin contact info, and personal physician.

The Service Provider shall ensure that emergency evacuation procedures are posted in a visible place within a common area.

The Service Provider shall ensure that all staff are trained and participated in emergency evacuation of the facility and in the use of fire extinguishers. All residents are informed of the evacuation plan when they become a resident or as soon thereafter as is practical.

The Service Provider shall ensure that emergency phone numbers, police, fire department and ambulance are posted near every telephone.



## **7.4 Lighting and Ventilation**

The Service Provider shall ensure that the levels of illumination required under the Ontario Building Code and the Ontario Fire Code are maintained during all hours of operation.

The Service Provider shall ensure that all lighting equipment provides 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, staff, volunteers and visitors.

The Service Provider shall ensure that every room is ventilated by natural or mechanical means and is designed and installed in accordance with the Ontario Building Code so as to remove excess heat, humidity and odors.

The Service Provider shall ensure that all operable windows have an attached screen in proper working order and appropriate window coverings to provide privacy.

The Service Provider shall ensure that all smoking areas are in compliance with the Smoke Free Ontario Act, 2017.

## **7.5 Physical Safety**

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

- a) Keep the cellar or basement of the building well drained and ventilated
- b) Keep the home weatherproof and free from dampness
- c) Keep all heating equipment in good repair
- d) Remove all garbage, ashes, any flammable material and other debris and shall ensure that the premises are kept free of vermin, insects, and other pests
- e) Hot weather protocol required as per Health Unit regulations.
- f) All interior and exterior premises must be free from hazards to ensure safety of residents, staff, volunteers and visitors.

- g) Access to stairwells and exits are free from obstruction and flammable materials as required by legislation/fire code regulations
- h) A first aid kit is available on the facility's premises and is located in a safe and easily accessible location to all staff. The first aid kit must be checked and updated after every use.
- i) Provide a residential living environment which promotes and enhances the quality of life for residents and which complies with all relevant health and safety standards.

## **7.6 Telephones**

The Service Provider shall ensure that a residential on-site telephone for local calls is available in the home for use by residents. In the event of a telephone disruption the Service Provider shall ensure that there is access to reliable telephone service. This emergency number is to be provided to the Corporation.

The phone that is available for resident use must be located in a setting which offers opportunity for privacy and conversation at no cost to the residents.

Where the Service Provider uses a voice mail service, the Service Provider must ensure that the system is maintained so that messages can be left and retrieved at all times.

## **7.7 Bedrooms**

The Service Provider shall provide bedrooms that are comfortable for sleeping and are free from hazards. The Corporation believes that no more than 2 residents should reside in one bedroom. An approved Business Case is required for homes that have more than 2 residents per room. These special considerations will be approved on an annual basis and dependent on residents' needs.

The Service Provider shall not permit any resident to occupy, for sleeping purposes, any space in the home used as a lobby, hallway, closet, bathroom, laundry area, stairway, or kitchen.

The Service Provider shall ensure that each bedroom has a glass window(s) which can be opened to the outside, with a screen in good repair.

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

- All beds are at least 0.91 meters apart
- No part of any furniture overlaps an unprotected source of heat, a window or a door
- Each bed is sheltered from draft
- Each resident is provided at minimum with:
- a bed, a mattress, a bedside table/ dresser, lamp, a clothing closet, a waste basket, a chair, available in the bedroom and at least one lockable drawer or one lockable space. All of these items must be clean and in good repair.
- Mattresses have a minimum width of 91.44 cm (36 inches) and are safe, sanitary and in good repair. Mattresses may be covered with a flame, moisture, bed bug retardant material where possible.

### **7.8 Bedrooms/Personal Use**

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

Residents may have their own radio, television, clock or computer in their bedroom in keeping with safety requirements and house rules.

### **7.9 Bathrooms/Washrooms**

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

The Service Provider shall ensure that each washroom, bathroom, shower/bath has a lock, which can be easily released from the outside in case of an emergency.

The Service Provider shall ensure that where one or more residents require the use of a wheel chairs, as the use of a mobility aid, there is at least one accessible washroom, toilet and shower.

The Service Provider shall ensure that the number of sanitary facilities is, at least:

- One (1) washbasin and one (1) flush toilet for every six (6) residents and
- One (1) bathtub or shower for every twelve (12) residents
- One (1) wash basin and toilet on each floor that is used by residents

The Service Provider shall ensure that each toilet and each bathtub have at least one grab bar or similar device of a type that will ensure the safety of residents.

The Service Provider shall ensure that each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall.

The Service Provider shall ensure that shared and public washroom fixtures are cleaned and sanitized at least once each day and/or more frequently if necessary. Private bathroom fixtures must be cleaned and sanitized at least once per week.

### **7.10 Water**

The Service Provider shall ensure there is an adequate supply of drinkable and hot water in accordance with the licensed capacity of the home.

The Service Provider shall ensure that water used by residents does not exceed 49C (120F) and shall be controlled by a device, inaccessible to residents, that regulates the temperature.

### **7.11 Heating/Cooling**

The Service Provider shall ensure that during periods of extreme heat, at minimum, fans and sufficient drinking water are actively provided to residents and common rooms shall be air conditioned.

The Service Provider shall ensure that the facility is maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit) in cooler months, and that provisions are made for providing cool living areas for all residents in summer months (i.e. air conditioning or fans for bedrooms and air-conditioned common areas).

### **7.12 Elevators**

The Service Provider shall ensure that elevators are maintained, inspected and display valid licenses.

### **7.13 Garbage**

The Service Provider shall ensure that all garbage is removed from the building daily and stored and disposed in a manner satisfactory to the Corporation. Receptacles must be covered with tight fitting lids that are rodent proof and water-tight. The Service Provider shall ensure that the premises are kept free of vermin, insects, and other pests.

### **7.14 Kitchens**

The Service Provider shall ensure that all food storage, preparation and service areas comply with the Food Premises Regulations under the Health Protection and Promotion Act, as amended from time to time.

Kitchen facilities and food preparation areas shall have adequate space, equipment and supplies to ensure the safe and sanitary preparation of all food.

The Service Provider shall ensure that all food is stored on racks, shelves or in cupboards, that are not less than 15cm above the floor.

The Service Provider shall ensure that hand washing facilities are designated and equipped with soap in a dispenser and with single service towels in a dispenser.

All cleaning and hazardous materials must be stored in an area separate from the area in which food is prepared and where food supplies are stored.

Staff members who prepare food in the kitchen must be trained in the safe handling and, preparation of food.

### **7.15 Common Areas/Dining Room**

An indoor communal area shall be provided which is sufficient to allow residents opportunity to gather together for purposes of dining, recreation, activities and conversation. This indoor space must be readily available to all residents and may include up to 50 percent of the dining area.

Residents should have access to a communal area 24 hours a day.

The Service Provider shall provide a dining room or rooms that are large enough to accommodate at least 50 percent of the residents at one time.

An outside area which is adequate, sanitary, well cared for and appropriate to the needs of the residents should be available.

The amenity area shall consist of landscaped open space and indoor recreational areas readily accessible to all residents of the building.

Residents should have access to an outdoor smoking area 24 hours per day. This designated area will meet the requirements of the Smoke Free Ontario Act.

### **7.16 Pets**

Residential Services Homes who have a house pet or who allow residents to have pets in their room, shall at minimum:

- have a policy that clearly outlines the expectations for all pets in the home
- Pets that are prohibited by legislation will not be permitted
- Ensure core vaccines are up-to-date, and a copy of the vaccine record must be kept on file in the home at all times
- Provide routine flea and pest prevention, and treatment for any infestation
- Maintain appropriate care and grooming of the animal and environment which includes yard clean-up and routine cleaning of any litter boxes, cages, aquariums etc.,
- Have a consistent supply of food, cat litter, and any items associated with appropriate pet maintenance
- Have a collar, leash and municipal dog tags as required
- Have a basic plan to ensure consistent care for all pets if the primary care provider of the pet is away from the home
- Have a designated area to clean pet related items that do not include resident bathrooms.

### **7.17 Furnishings**

All furnishings in the home and outdoor areas shall be clean and kept in safe working order. All furniture shall be cleaned and dusted regularly (at least once per week). Windows and floors shall have appropriate covering that are clean and in good repair and window coverings shall provide privacy.

### **7.18 Linens**

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

The Service Provider shall assume the cost of laundry and laundry supplies. The residents' personal clothing is laundered at least once a week and at no cost to the resident.

The Service Provider, 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.

The Service Provider shall ensure that laundry rooms are separated by construction from any food preparation or storage areas.

### **7.19 Meals/Nutrition**

The Service Provider shall ensure that all food is prepared, handled and stored in a sanitary manner so as to prevent the spread of food borne illness in accordance with the Food Premises Regulations under the Health Protection and Promotion Act.

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

The Service Provider shall provide to the resident not less than three meals daily comprised of breakfast, lunch and dinner which are well-balanced taking into account:

- 2 healthful snacks and fluids which are in accordance with Canada's Food Guide

- Breakfast shall not be served earlier than 7am and dinner not earlier than 4:30pm
- If a resident misses a scheduled meal due to attending an appointment or being on a scheduled outing, the Service Provider is responsible to offer an alternate meal.

The Service Provider shall serve meals that are prepared and served at the correct temperature.

The Service Provider shall arrange for a medical or nutritional assessment for residents who appear to have gained or lost a significant amount of weight.

The Service Provider shall maintain an adequate supply of perishable foods to meet the needs of the residents for at least a 24 hour period and non-perishable foods to meet the needs of residents for at least a 3 day period.

The Service Provider shall ensure that appropriate meal substitutions are provided for instances such as: post dental surgery, pre-op recommendations, colonoscopy prep etc.

The Service Provider shall ensure that meals will meet special needs of residents requiring a diet for treatment or maintenance of good health (e.g. hypertension, diabetes, allergies, and difficulties with swallowing or chewing), and for religious purposes.

The Service Provider shall ensure that upon advance notice, a meal is set aside or a bag/box lunch, is prepared for residents who will be absent during a meal.

The services of a registered professional dietician consultant, with expertise in food service, management, menu planning, quantity food preparation, and preparation of special diets, shall be employed to review menus and assist the home staff with the management of their food service system every 2 years or more frequent if necessary.

## **7.20 Menus**

The Service Provider shall post a weekly menu, in a place readily accessible and conspicuous to residents. Menus shall be posted 7 days in advance of the date on which the meals are to be served and any changes shall be marked on the posted menus before the preparation of the meal is started. Menu substitutions must be of the same nutritional value.



The Service Provider shall ensure that all menus specified shall be retained in chronological order in a file in the home for a period of not less than 90 days from the date of preparation.

The Service Provider shall ensure that the time intervals between each meal are regular but flexible in response to other household routines and activities.

### **7.21 Medical/Medication Management/Drug Storage**

The Service Provider shall assist residents to secure medical services from a Physician/Nurse Practitioner or walk-in clinic.

The Service Provider shall allow health care and/or support professionals access to residents within the facility and shall cooperate fully with such professionals.

The Service Provider shall establish a procedure and practice for the safe administration and application of medication to the residents for whom the medication is prescribed. The following procedures must be included:

- a) Any medication prescribed by the physician must remain in the original container and/or a dosette medication system which has been developed and maintained by a pharmacist.
- b) All medications are to be clearly labelled with the resident's name.
- c) A Service Provider will ensure that medications are taken by the correct person from the individually-labelled containers or dosettes.
- d) A daily record shall be prepared for each resident taking medication and shall specify the name of the medication, the dosage and the times it is to be given. The staff person giving the medication shall sign or initial on this record in the appropriate time slot immediately upon administering the medication.
- e) All medication required to be given by intramuscular or intravenous injection shall only be given by a registered health professional or duly qualified physician with a current Ontario licence.

- f) All medication shall be kept in a securely locked cabinet unless such medication is in the sole possession of the resident.
- g) The MAR sheets or binder must be kept in a confidential location when not in use.
- h) Needles/sharps/syringes/vials/ampoules are to be disposed of in a bio-hazardous container immediately after use.
- i) A sufficient amount of medications must be provided to the resident with directions of use, for any resident absences.
- j) Unused or outdated medications must be stored and returned to the pharmacy supplier according to pharmacy directions.
- k) Any medication error needs to be reported to the Corporation.

Staff must have re-training in the procedure and practice for the safe administration and application of medication at least once a year by their recognized Pharmacy or more often if deemed necessary by the Corporation.

The Service Provider must have a written policy that clearly states that all medication is to be returned to the resident or designate upon discharge of any kind.

## **8.0 Provision of, or Access to, Activities and Support Services**

### **8.1 Activities of Daily Living**

Residents are responsible, as far as possible, to maintain their personal well-being and to participate in decision making about their personal care and health needs.

Where a resident's refusal to attend to their personal care infringes upon the rights of other residents, the Service Provider shall discuss this matter with the resident in private and in a manner which at all times respects the resident's rights and dignity.

The Service provider shall encourage independence, but provide assistance with activities of daily living.

The Service Provider shall ensure that assistance with the routines of daily life, such as but not limited to eating, bathing, personal hygiene, toileting, dressing and the maintenance of privacy and personal dignity, as required by the residents, are provided.

The Service Provider will provide support and encourage residents to perform daily living skills to the best of their ability.

## **8.2 Care Plan**

The Service Provider shall complete a Resident Care Plan for each resident in the home. The Care Plan is completed upon admission and every six months or earlier if warranted for all residents.

The Corporation is to be advised if a resident has been assessed for Long Term Care (LTC).

The Corporation is to be advised if a resident is deemed Long term Care appropriate. In order to retain their subsidy, the resident must accept the first available bed in any LTC facility.

## **8.3 Resident Well-being**

The Service Provider shall provide opportunities and encourage resident participation in employment activities, spiritual or religious observances, or other programs according to the residents' personal interests or preferences.

The Service Provider shall encourage residents to participate and will regularly invite community agencies into the home to either provide programming or to inform residents of available programs.

The Service Provider shall provide a minimum of at least one structured period of recreation per week. A log describing the activity and recording attendance.

The Service Provider shall provide a bulletin board to post notices of daily activities, in-house and community events, evacuation procedures etc.

## **8.4 Home Entertainment**

The Service Provider shall provide at least one television for resident use in the common area that include cable, satellite or digital capacity and be in good repair. In addition, all Service Providers are encouraged to provide other sources of entertainment such as radios, gaming systems and computer access.

## **8.5 House Meetings**

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

## **8.6 Transportation**

The Service Provider shall make every attempt to ensure that transportation (either public or private) is available to all residents to allow them to attend medical appointments, social activities, personal shopping, banking and recreational or therapeutic programs. The Service Provider is not expected to cover the cost of resident transportation.

The Service Provider, wherever practical, shall ensure that transportation to all community programs facilities and services is done via public transit system, to encourage independence and personal growth.

## **8.7 Clothing**

Service Providers will assist residents to obtain a suitable quantity of clean, weather appropriate clothing (at no expense to the Service Provider).

## **9.0 Personal Needs Allowance**

### **9.1 Monthly Personal Needs Allowance – Process**

Each subsidized resident/resident trustee shall retain a Monthly Personal Needs Allowance of an amount which is established by the Corporation from time to time.

The Monthly Personal Needs Allowance is meant to be used by the resident for personal expenditures. This allowance is intended for the purchase of items such as clothing or personal products. It is not intended for the purchase of personal care items (i.e. shampoo, soap, toilet paper) which is covered by the per diem subsidy and must, therefore, be provided by the Service Provider.

The Monthly Personal Needs Allowance must be in a form of a monetary amount (not in-kind).

## **9.2 Monthly Personal Needs Allowance – Management**

Residents subsidized under the Residential Services Homes Program are responsible for the management of their Monthly Personal Needs Allowance and other financial resources. Where residents are unable to access their Personal Needs Allowance due to their limitations, the Service Provider will ensure that the Personal Needs Allowance is available to the residents. If the Service Provider manages the Personal Needs Allowance for residents, the Service Provider shall establish a written policy to manage such money. The written policy must, at minimum, include the following:

- a ledger or receipt book indicating the amount and date monies were issued to the resident
- a receipt signed by the resident each time he or she receives money from the Service Provider out of these monies.

All records must be made available at any time by the Service Provider for review by the resident, their legal representative or a representative of the Corporation. Residents who need assistance with management of their financial resources, and do not have an appointed Public Guardian and Trustee, may opt to involve a third party such as a family member, a legal representative or a trustee through a local agency.

## **9.3 Money Management System**

The Service Provider shall establish and maintain a Money Management System whereby a separate bank account shall be opened in a chartered bank of Canada, Province of Ontario, savings office, or trust company registered under the Loan and Trust Corporations Act (Ontario) into which all monies of the subsidized resident, received by the Service Provider on their behalf, is deposited.

As part of the Money Management System, a Service Provider may withdraw and hold as cash, the monthly Personal Needs Allowance or portion thereof, of a subsidized resident to disburse to the resident for their discretionary spending throughout the month, in accordance with Section 9.2.

The Service Provider is responsible for the receipt from and the disbursement to the subsidized resident of monies held for the resident in accordance with the terms and conditions of the Corporation and for keeping a detailed record of disbursements supported by receipts in respect of each resident. The records referred to in this section may be inspected at any reasonable time.

## 10.0 Glossary

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

**Circle of care:** Those who are involved with resident care, which may include family, Residential Services Homes program staff, community agencies, physicians, specialist.

**Communal:** Shared by all members; for common use.

**Corporation:** The Corporation of the County of Essex and/or their Designate.

**Discharge:** a process of concluding a resident's stay at a Residential Services Home.

**Residential Services Home:** maintained and operated by a person or organization under an agreement with the Corporation.

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

**Residential Services Homes Program Staff:** the staff of the Corporation are authorized to exercise the rights and perform the duties with respect to the Residential Services Homes Program.

**Per Diem:** an amount as established from time to time as set out by the service agreement that is payable by the Corporation to the Service Provider for the provision of services rendered pursuant to the service agreement.

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

**Service Provider:** The Owner/Service Provider of a Residential Services Home under an agreement with the Corporation.

**Shall:** requirement that must be implemented

**Site Review:** a visit to the Residential Services Home by Residential Services Homes program staff, for the purpose of conducting a review of financial and service records and operations as a means to determine if

contractual obligations including compliance with the Residential Services Homes Program Standards are being met.

**Subsidized Resident:** A person who is 18 years of age and over, who has been determined by Residential Services Homes Program staff to be eligible for financial assistance under the Residential Services Homes Program.