



DOMICILIARY STANDARDS

City of Cornwall

Stormont, Dundas and Glengarry

March 2024

FOREWORD

The Domiciliary Hostel Standards Framework has been developed and updated to include the most recent information in respect to requirements under the Domiciliary Hostel Agreement Schedules A & B and any related By-law Numbers.

This manual will provide a convenient summary of some of the procedures that Operators must follow in meeting their obligations under the Domiciliary Standards. It should also serve as a useful reference guide for domiciliary staff.

The Operator shall comply with the following Guidelines regarding the conduct and operation of the Domiciliary Hostel.

BACKGROUND

Cornwall SDG Human Services Department offers financial assistance for eligible individuals who have a medical need for Domiciliary Care but are not able to cover the costs. There are agreements with numerous domiciliary hostels in the Service area, and while a Case Manager may advise on an appropriate placement with consideration for the existing populations, the decision regarding placement rests with the individual.

There are 3 primary factors in determining and approving eligibility for subsidy for placement in a Domiciliary Hostel:

- Medical Need
- Financial Need
- Appropriateness of placement

In the absence of any one factor, subsidy may not be available. The Domiciliary Hostel Program is a discretionary service cost shared by Ministry of Municipal Affairs and Housing and the City of Cornwall and S.D. & G Counties. It is intended to 'top-up' the income of residents and that is why all changes of income must be reported immediately.

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Schedule A- Domiciliary Hostel Per Diem

The Municipality agrees to pay \$57.00 /day** per client for Domiciliary Hostel residents effective April 2024.

**This amount is subject to change with the approval of the Service Manager.

Schedule B- Domiciliary Hostel Standards

INTRODUCTION

The purpose of this document is to provide program standards that will ensure an accountability framework for domiciliary care services being contracted out through the Corporation of the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry.

The accountability framework for domiciliary care will assist the City of Cornwall case management staff to:

- Define measurable service expectations and required resources to achieve these measures
- Monitor service progress and compliance against measurable service expectations
- Implement continuous improvements for monitoring, billing, reporting and client services
- Ensure understanding of roles and responsibilities between service providers and the Corporation of the City of Cornwall.

This document highlights key administrative standards and procedures required to effectively deliver domiciliary services to a resident.

In this Schedule B a reference to staff members of the Operator shall include, unless the context requires otherwise, volunteer staff, agents and contractors employed or retained or contracted by the Operator to work or carry out responsibilities at the Hostel.

1. ELIGIBILITY CRITERIA

It is the responsibility of the Domiciliary Hostel Operator to assess an individual's appropriateness for residency in their Domiciliary Hostel. The operator must assess whether it has the resources to provide the level of care that the resident may require. The Operator may choose to accept an individual for residency, prior to having an application for subsidy approved, however, in order to be eligible for subsidy, the individual must meet the following criteria listed below.

Eligibility Criteria

1. minimum of 18 years of age, and requires supervision in activities of daily living,
2. a senior is 60 years of age or older
3. is not eligible for long-term care,
4. is a recipient of mental health services, has a mental health diagnosis or exhibits symptoms that are diagnosable and have been documented by a medical doctor; and/or, has a physical and/or developmental disability, which has been verified by a medical doctor, hospital or referral source; and/or is a frail, elderly person.

If the Operator accepts an individual for residency, they shall complete the Domiciliary Application Form Part: 1 and attach the supporting document as indicated. All correspondence is to be forwarded via e-mail at humanservices@cornwall.ca or by fax at 613-938-9734. The applicant's name will be added to the waitlist queue. Appointments are scheduled when the budget can support new subsidies.

The applicant will not be required to pay first and last month's rent to the provider.

Application Process

The Case Manager will complete the following forms as part of the intake process:

- Domiciliary Application Form Part 1
- Consents
 - i) General Consent
 - ii) Consent to Disclose and Verify Information Form
- Domiciliary Rights & Responsibilities
- Other required documentation/forms

Review Process

The Case Manager will complete the following forms as part of the Biennial Review process:

- Domiciliary Biennial Review Form
- Consents
 - i) General Consent
 - ii) Consent to Disclose and Verify Information Form
- Domiciliary Rights & Responsibilities
- Other required documentation/forms

The Case Manager will review the application and supporting documents (i.e. bank statements, insurance documents, etc.) to determine initial or ongoing eligibility. A notice of decision letter is issued to the applicant, the Domiciliary Provider and any third party as per signed consents.

Biennial reviews are conducted at 24 months of initial grant.

Resident Transfer

Should an approved resident transfer to another subsidized residence, the Provider must complete the "Accommodation Change Form Domiciliary Hostel Program" and forward to humanservices@cornwall.ca or by fax at 613-938-9734. Once received, the Case Manager will complete the necessary adjustments to the resident file and shall provide notice to each Provider advising of the transfer changes. A termination letter will be sent to the previous provider.

The Operator **must** notify the Department of any admission or discharge changes.

Income

No person is eligible for domiciliary subsidy if their monthly income exceeds the monthly subsidized domiciliary budgetary requirements.

As a condition of eligibility for *subsidy*, *the applicant and the Trustee/Power of Attorney (if applicable)*, are required to make reasonable efforts to realize any financial resources to which *the applicant* may be owed or eligible to receive.

The applicant must be advised that they are required to access and report all possible sources of income, subject to certain exemptions, for the purposes of correctly determining the budgetary requirements. If the applicant is in receipt of OW/ODSP and is employed, their earnings shall not be calculated against the subsidy, as long as the applicant is entitled to ongoing financial assistance from the social assistance program, at a minimum of \$2.50. If the applicant receives only additional benefits on a monthly basis, the applicant's income shall be deducted as income and the applicant will be required to use their earnings to pay for the board and lodge expense. The income must be reported with verifiable document(s) and a determination of the monthly subsidy shall be calculated by the Case Manager and forwarded to the Provider and resident.

All necessary information and supporting documentation must be provided to demonstrate that the applicant has made every reasonable effort to obtain the available income. The missing information letter shall be sent to the applicant (and a copy to the Provider and to any consented third party) advising of their requirement to provide the specified information within 30 days, otherwise their subsidy may be suspended or terminated. After the 30 days deadline should the applicant fail to provide the required information, a notice of decision letter shall issue advising of the file termination (a copy to the Provider and consented third party).

The Applicant is required to file their income tax on an annual basis and provide a copy (may be visually verified) to the Case Manager. Should the applicant fail to file his/her income tax, as per the Revenue Canada deadlines, and any federal or provincial benefits are suspended or terminated, the subsidy will not increase to cover the reduced or terminated income.

An Applicant who has applied for or is in the process of applying for CPP or OAS may qualify for retroactive benefits. In this case, the retroactive payment may coincide with the Domiciliary Subsidy and therefore a reimbursement to the City of Cornwall may be required. Should this payment cover a period of the Domiciliary Subsidy, a portion or all of the reimbursement may be owed and payable to the municipality. The Case Manager will review the past subsidy and determine any overpayment, if applicable. If the applicant has been deemed ineligible for federal benefits, the notice of decision letter must be submitted to the Case Manager for review and filing.

On a biannual basis (the months of January and July) Canada Pension Plan (CPP) and Old Age Security (OAS) benefits are increased. The applicant must provide to the provider verification of said increase by means of updated bank statements or a federal credit statement indicating the increment. The document must be submitted with the February or August monthly invoice, as applicable. Should the documentation not be provided, the February or August subsidy will not be processed.

If an applicant fails or refuses to make reasonable efforts to secure income available from another source, the subsidy may be cancelled or reduced by an amount determined to be equal to the income that would have been available.

Assets

No person is eligible for domiciliary subsidy if their asset level exceeds \$40,000 as a single person, and \$50,000 as a couple.

Asset Exemptions

The total combined amount of an accessible trust plus the cash surrender value of any life insurance policies owned by the recipient must not exceed \$100,000. Supporting documents must be provided to support the claim.

If a (asset) trust fund is not accessible by a recipient because of the terms of the (asset) trust, then it is **not** considered an asset, and is exempt (e.g. Henson Trust Fund). Supporting documents must be provided to support the claim.

A pre-paid funeral (of any amount) is not included as an asset when determining eligibility for subsidy. Supporting documents must be provided to support the claim.

Matrimonial Home

Follows Social Housing Local Rule 08-2015 "Divestment of Property".

Assignment or Transfer of Assets

Applicants who dispose of assets inadequately (i.e. for less than fair market value) or dispose of assets solely to qualify for domiciliary care within one year preceding the application may be ineligible for benefits. A review period of up to three years prior to the date of the application may be used where the Administrator has reason to deem it appropriate in situations of inadequate disposal of assets.

Long-Term Care Facility Placement

The provider must notify the Case Manager immediately when a resident's health changes to the point of requiring more than custodial care. The provider will meet with the family and resident to discuss referral to Home and Community Care Champlain for assessment and to document concerns. If the resident/family refuse the assessment process, then a detailed medical from the physician is required to verify that the Domiciliary is still an appropriate placement. The Operator will require a detailed written medical within 30 days. The Operator shall provide their request to the resident and family in writing and copy the City of Cornwall's Domiciliary Program. Should the information not be submitted within the timeline, the Operator must provide notice to the resident/family to find alternate placement. A copy of this notice shall be provided to the City of Cornwall, Domiciliary Program.

The Case Manager will communicate with the resident/family and provide information to assist in finding alternate accommodations. The Case Manager shall provide a notice of decision letter indicating the subsidy termination date.

A resident deemed eligible for Long-Term Care Facility Placement is expected to accept the first such placement available. The resident and/or family may decline the placement; however, Domiciliary subsidy will be discontinued at that point. The resident/family would be required to make private arrangements with the Domiciliary Operator.

Temporary Absences

Provided that a Resident has confirmed with the Operator their intention to continue residing at the Hostel, the Resident is permitted to be absent from the Hostel. The standard outlines a number of up to fourteen days (14) absences, in a twelve (12) month period. During any such absences the Operator shall be entitled to receive the Per Diem amount. The provider must report the absence(s) on the monthly invoice.

Once the Resident has reached fourteen days (14) of absences, a letter will be sent to the Resident (c.c. to the operator) where the Case Manager will discuss (in person or over the phone) the number of absences. On a case-by case basis, the monthly subsidy **may** be reduced by any further days of absences over and above the initial fourteen days (14) or may be cancelled entirely. Special consideration may be given to absences accrued during July, August, and December due to peak vacation times.

In situations where a Resident enters a hospital but retains their subsidized bed has a financial commitment related with the provider. The full amount of subsidy will be issued for the first three (3) full calendar months (90 days) of hospitalization. Hospitals include general, chronic care, convalescent, psychiatric and rehabilitation hospitals. During the hospitalization, the Case Manager will discuss with the resident (and/or Trustee/Power of Attorney) and provider to review the status of the file.

Where the hospitalization is the result of permanent admission by the Resident's physician, attorney for personal care, or any other authorized person, the resident must be discharged immediately from the Domiciliary Program and no further subsidy will be paid to the provider.

If a client is incarcerated, for a period of 14 days or less, the client will remain eligible for domiciliary assistance. However, the subsidy will be reduced by the number of days that the client was not residing in the domiciliary. The "day-in" and "day-out" should not be included in the calculation of the number of days that the client was is ineligible. Any individual incarcerated for a period of 14 days or more, will be deemed ineligible. Upon their release a new referral will be required to be added to the Domiciliary waitlist.

On a monthly basis, each provider is **required** to record the number of absences for each resident on the "Domiciliary Resident Invoice Form". Failure to record the number of absences on the monthly billing form for each resident will result in an adjustment of the next month's billing.

Additional Charges to Subsidized Applicant

All applicants approved under the Domiciliary Program shall not be charged additional fees by the provider, including but not limited to Retirement Home Regulatory Authority (RHRA) fees, pharmaceutical expenses, etc..

2. STAFFING

The Operator must ensure that their staffing levels are acceptable to local Fire Services and the Eastern Ontario Health Unit, as part of their regular annual licencing requirements. In addition, the Operator shall ensure that the staff meet the minimum qualifications as set out in these standards to ensure the safety and the adequate level of support in response to the level of functionality of the residents in the Hostel at all times.

The Operator shall ensure that **at all times** the staff member on duty providing supervision of the residents is:

- a minimum of 18 years of age or over,
- holds a high school diploma or equivalent,
- has experience working with vulnerable people (preferable), and;
- has a police clearance specific to working with vulnerable people,
(a copy of the police clearance must be on file prior to staff commencing employment.
Verification shall be provided upon request)

The Operator **shall** ensure that all staff members have training in:

- First Aid and CPR (if they are supervising residents)
- Food Handling Certificate (if they are working in the kitchen).

Any certification must be valid and shall not expire within the year of the annual contract period. If the certificate will expire, the provider must provide verification of the upcoming course recertification enrolment. The provider will be required to submit an update certification record upon completion.

If the owner is the only staff member the facility employs then it is mandatory for them to have both types of training noted above. Defusing hostility and working with vulnerable adults training are strongly recommended. If a new employee does not have the minimal qualification, then they must obtain it within three months of passing their probation period (must be completed within 3 months from date of hire).

The Operator must obtain a criminal reference check on all **new** staff members before being hired. A vulnerable sector check must be completed every three (3) years for all employees and volunteers (commencing in 2020).

The Operator shall provide the Human Services Department Case Manager with a copy of a valid Food Handling Certificate for staff who have direct contact with food preparation and /or food handling.

The Operator shall maintain a written code of conduct for all staff and volunteers.

3. INSURANCE AND MONITORING

The Operator will obtain and maintain in full force and effect, during the term of each contract with the City of Cornwall, general liability insurance acceptable to the Corporation, in the amount of not less than **two million (\$2,000,000.00)** per occurrence, in respect to the services provided to the signed Agreement.

Inspections and Compliance with Service Contract

The Medical Officer of Health, the Chief Fire Prevention Officer, the Manager of Human Services (and any competent subordinates of any of these) may at any reasonable times, inspect any Domiciliary Hostel and the List of Residents. The Eastern Ontario Health Unit will carry out their normal inspections as per the Bylaws of the municipalities that the home resides in.

The Medical Officer of Health and the Manager of Human Services (and any competent subordinate) may at any time inspect the file of any resident and make copies of the contents thereof.

Each Domiciliary Hostel Owner/Operator shall ensure a copy of any Medical Officer of Health report, Fire Prevention Officer report or similar reports (including any amended documents) are submitted to the Manager of Human Services with the annual signed contracts. These inspections are to be conducted on a yearly basis.

Inspections conducted by the Manager of Human Services (and any competent subordinate) will be conducted on a yearly basis, however, when appropriate (e.g. upon a complaint being received), may be more frequently than once per year.

Issues that arise from the audit/review will be dealt with by providing the Operator of the home a set period of time to bring the issue/problem into compliance. Dependent upon the seriousness or consequences of the issue the time frame can be made shorter or longer. The final arbitrator of compliance will be the Manager of Human Services for the municipality.

4. CONFLICT RESOLUTION, COMPLAINTS PROCESSES AND REPORTING

Serious Incident Report

Any serious incident involving a Resident must be reported IMMEDIATELY to the Human Services Department. The Operator must file a report (the Serious Incident Report Form) with the Department, to be completed and signed by the Operator's staff member(s) responsible for the supervision of such resident or person, or staff member(s) having direct knowledge of the incident, within 24 hours of the incident, and in any event, not later than the next business day. The Serious Incident Report Form must be filed for any serious incident involving a resident or other person residing at the Hostel as described below:

A serious incident may include but is not limited to:

- An individual's death;
Note: If a Resident does not have a prepaid funeral and does not have family who can assist with funeral expenses, please contact the Program Coordinator at 613-933-6282 ext. 2519 to determine if the Cornwall SDG Human Services Department may be able to assist.
- An individual's whereabouts are unknown for a period of twenty-four (24) hours or more (it can be less if the Resident is suffering from cognitive impairment);
- The Police or Fire Department are called and/or are conducting an investigation from a complaint at the facility;
- There is a serious accident, illness, communicable disease or injury involving an individual or where other individuals may also be at risk;
- A disaster occurs at the facility (eg, fire, flood, etc.)
- A complaint is made by the resident or other person against a staff member, volunteer, visitor or other resident involving allegations of assault, abuse or mistreatment of any individual residing at the facility;
- Any complaint concerning the operational, physical or safety standards of the facility that is considered, by the Operator to be of a serious nature, including any report of adverse air or water quality;
- The misconduct of any individual residing at the facility which may involve drugs or alcohol abuse.

FAX report to the attention of the Housing Programs Coordinator at
613-938-9734 or email to humanservices@cornwall.ca

This Agreement does not compel, nor shall it be deemed to compel an Operator to disclose to the Human Services Department any personal information, as that term is defined under MFIPPA, pertaining to persons residing at the Hostel (other than Residents receiving subsidy).

Conflict / Complaint Resolution

The Operator shall ensure that policies and procedures are in place to manage written complaints regarding the residence's services and to respond to requests or suggestions made by Resident(s) or Resident's representatives. The Operator shall provide the Case Manager with a copy of these policies and procedures at the annual review or when amendments are made to the policies and procedures.

A complaint may be made by any community organization directly to the Operator or to the City of Cornwall, Human Services Department. The complaint will be forwarded to the Program Coordinator to review the submitted letter and supporting documents to launch an investigation. The Program Coordinator will communicate with the complainant (either over the phone, virtually or in person) to obtain additional information or clarification. The Program Coordinator will also communicate with the Domiciliary provider or the member it involves (in person or virtually) to discuss and obtain information and/or documentation regarding the complaint. Upon gathering information from the parties involved, the Program Coordinator shall review the matter with the Program Supervisor and determine the next course of action, if required. This may include the requirement to report or request assistance from an external agency.

The Domiciliary Program will not share the results of the investigation with the complainant or any third party, as it would be in contravention of the MFIPPA.

5. RIGHTS AND RESPONSIBILITIES

Resident File

The Operator shall maintain up-to-date residents' personal files in a locked, separate and confidential place which will include the following information but is not limited to:

- Resident Name and Date of Birth
- Admission Date
- Ontario Health Card Number
- Social Insurance Number
- Medical History and Information including Doctor's name and phone number, special diet, known allergies etc.
- Next of Kin, Power of Attorney, Public Guardian and Trustee (If applicable)
- Date of Discharge / Death and Reason / Cause
- Financial Information (bank statements, Income Tax, etc)
- Copy of signed Residency Agreement
- Signed form advising of receipt and acknowledgement of House Rules

The Operator shall ensure that each resident's personal file includes a Consent of Resident to Collection and use of Personal Information Form which is signed and dated by the individual upon intake. This form should be completed annually.

Each personal file is to be kept for a minimum of 7 years

Residency Agreement

A standard Residency Agreement, as per the Residential Tenancy Act (RTA) must be reviewed and signed by each Resident outlining the services the home will be providing and the responsibilities of the resident. The operator will keep a signed copy of the Residency Agreement in each Resident's file. As per the RTA, the tenure of tenancy guidelines shall apply.

It is recommended that the operator review the Residency Agreement with each resident/family on an annual basis to ensure compliance, and having the parties sign a declaration acknowledging to accept these conditions.

Should a resident fails to pay the accommodation expenses, the provider is to comply with Section 61 and Section 77 of the RTA. In addition, the provider should be providing a copy of any notices to the Case Manager for file.

Telephone and Privacy

The Operator shall provide all Residents with access to a telephone without a fee for local calls. Reasonable rules for the use of the telephone may be established by the Operator.

The Operator shall ensure that the telephone(s) are located where Resident has some privacy while speaking on the telephone. The operator will make every effort to provide a private space for visits by family members or lawyers, doctors, and clergy.

Resident's Rooms

The operator will ensure that each resident has a bed with a comfortable mattress with waterproof cover and pillow, a dresser with adequate storage for personal clothing, a chair and a light. A lockable drawer or space is to be provided for the resident's private usage. Heating will be maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit) and during periods of extreme heat, at minimum, air fans and sufficient drinking water are actively provided to residents. Where possible, a room with air conditioning is provided.

House Rules

The Operator shall establish House Rules including Resident rights and responsibilities and shall provide a copy of those rules to each Resident/Family upon intake and shall post House Rules in a location that is accessible to Residents and staff. The Operator shall ensure that each Resident is made aware of where the House Rules are posted within the Hostel.

The Operator shall review with each Resident the House Rules which shall include: respect for Resident's personal space and the consequences for violence, vandalism, substance abuse, smoking indoors, rent arrears and so forth. The Operator shall notify the Human Services Department within five (5) business days of any changes or additions to the House Rules. House rules should be reviewed on an annual basis with Residents.

Note: For residents who are unable to read, House Rules, will be explained verbally to the Resident.

The Hostel shall be accessible to residents on a 24-hour basis. Residents shall be allowed to come and go based on individual schedules but shall observe common courtesies regarding late night access to the residence. No resident shall be prohibited access to the residence based on hour of entry. Resident's guests shall be provided reasonable access to the residence.

Operators will keep a signed form/letter on each Resident's file acknowledging that the Resident has received and/or reviewed and understands the house rules. If the resident is incapable of signing it will be noted in the file.

The residence must record and report any overnight absences for each Resident on a monthly basis using the Domiciliary Care Invoice Sheet.

Billing Process

The resident's monthly income is applied towards the cost of care.

Operators are to inform immediately the Case Manager (by fax or e-mail) when they become aware of a change of income (i.e. through income increase to OAS rates, etc).

Operators are responsible to assist clients to complete applications and/or redeem other sources of income (i.e. moving from OW to ODSP, OAS & GAINS or applying for EI benefits). A Case Manager is available for assistance, and will follow-up.

The income details must be recorded accurately on the Domiciliary Care Invoice Form by the Operator and submitted as per the Domiciliary Monthly Invoice Schedule. **Failure to comply with this timeline may result in a delay/ cancellation of payment.**

The monthly invoice is reviewed by a Case Manager to ensure accurate reporting. The Case Manager may amend the declaration to the invoice should there be any discrepancy. Upon approval, the residence will receive a copy (by fax or e-mail) of the monthly invoice.

Forms

The Operator and Case Manager shall use the following forms, attached as Appendices to these Guidelines, as they may be amended, updated or replaced from time to time:

Appendix A: Domiciliary Application Form Part I & II

Appendix B: Consent of Resident to Collection and Use of Personal Information

Appendix C: Serious Incident Report

Appendix D: Consent

Appendix E: Domiciliary Change of Address Form

Appendix F: Notice of Discharge / Death

Appendix G: Rights and Responsibilities

Appendix H: Life Insurance Record

Appendix I: Biennial Update Form

Request for Review Procedure

Notice of Decision

All decisions must be communicated in writing to the applicant (and if applicable Trustee/POA) and will include the following information:

- the decision that has been made;
- the reason(s) for the decision and the relevant domiciliary standards under which the decision was made;
- the effective date of the decision;
- that a "Request for Review" review may be submitted, and the applicant must submit

the written and signed request for review within 30 calendar days after receipt of the *Notice of Decision*;

- the rules and procedures of the Request for Review process, the timeline for reviewing the decision and providing notice, and the form of notice; and
- clear written explanations to applicants are intended to prevent requests for reviews that are based on misunderstandings regarding a decision.

The notice of decision letter may be sent by regular mail, e-mail or delivered in person. A copy of the notice must also be kept on file.

A copy of the decision is also provided to the Domiciliary/Hostel residence.

A Request for Review

All decisions of ineligibility for the Domiciliary Hostel Program may be appealed, in writing by the Applicant or the Power of Attorney. The “**Request for Review**” letter/note should include:

- a statement indicating that the applicant wishes to have the decision reviewed;
- the reason he/she disagrees with the decision; and
- the name, case identification and signature of the applicant or Power of Attorney requesting the review.

A “Request for Review” is an informal /internal administrative process. The applicant does not require legal representation however, the Applicant may have a friend or family member assist them.

Once a request has been received from an applicant, the “Request for Review” should be completed by the Program Supervisor within 10 calendar days.

The reviewer cannot be the original decision-maker.

During the review process the reviewer:

- examines the case file, including the Notice of Decision, to determine if the decision was:
 - consistent with the City of Cornwall Domiciliary Standards;
 - considers additional information provided by the applicant related to the decision;
 - makes a decision based on the information available to the reviewer; and
 - clearly summarizes the reason(s) for arriving at that decision.

The reviewer may contact the applicant to clarify and/or verify information related to the decision and may accept relevant additional information submitted by or on behalf of the applicant.

In accordance with both the provincial and municipal *Freedom of Information and Protection of Privacy Acts (FIPPA and MFIPPA)* requirements, all information used in the review process is available to the applicant, if requested.

Withdrawal of Request for Review

An applicant may withdraw his/her "Request for Review" at any time during the review process. It is recommended that the withdrawal be submitted in writing, however, at a minimum, the withdrawal must be noted on the file. The delivery agent is not required to complete the review once a request is withdrawn.

6. PHYSICAL SAFETY, HEALTH & WELL-BEING OF TENANTS

Pharmaceutical Services

The Operator shall ensure that all prescription medications that are received directly by the Operator from a pharmacy, a Resident, a Trustee or other representative of the Resident, are kept in locked cabinets in a centralized location within the Hostel and are properly identified as to the medication's name and the corresponding Resident's name. The Operator shall maintain strict control over access to all prescription medications.

The Operator shall maintain a record of the date, time, quantity, dosage, and the name of the staff member of the Hostel who supervised the distribution of the drugs to a Resident, as well as the name, address, and telephone number of a Resident's personal physician, if known, and a copy of the Resident's signed consent to the Operator for the use and collection of the Resident's personal information for this purpose. Such records must be made available to the Department's Case Manager for review, upon request.

The Operator shall comply with any instructions of the Resident's physician, or the dispensing pharmacist, as applicable, in providing the required dosage to the Resident.

The Operator shall ensure that the appropriate dosage of a Resident's prescription medications are sent with or accessible by the Resident when the Resident is absent temporarily (excluding absences of not more than a few hours) from the Hostel. If a Resident is permanently discharged from the Hostel, the Operator shall ensure that all of the Resident's prescription medications are sent with the Resident or returned to the pharmacy.

Medical Care

The Operator shall ensure, at all times, that at least one staff member trained in Emergency First Aid and CPR is on or about the Hostel's premises.

If the Resident requires emergency medical care, the Operator shall telephone 911. Where a Resident appears to be ill or in need of medical attention, which is not in the nature of an emergency, the Operator shall first attempt to notify the Resident's physician or Next of Kin. If the Operator is unable to locate the Resident's physician/Next of Kin or the Resident's physician/Next of Kin is unavailable, the Operator shall arrange for an ambulance to transport the Resident to a hospital.

When a physician determines that nursing care/home care is needed by a Resident, the Operator shall allow such care to be given to the Resident.

Upon request of a Resident or the Resident's physician, the Operator shall make arrangements for the provision of dental care for the Resident, which dental care will be payable by the Resident, subject to the Resident's entitlement to payment/reimbursement under any applicable legislation or any applicable benefits plan.

Personal Hygiene

The Operator shall require that all Residents maintain a satisfactory level of personal hygiene and bathe at least once per week.

The Operator shall provide assistance to each Resident with their activities of daily living including but not limited to: bathing, personal hygiene.

Bathrooms

Bathroom facilities shall follow the current Provincial Guidelines for Rest Homes, Lodging Homes, Group Homes.

No toilet room or bathroom shall be located within, or open directly into, any dining room, kitchen, pantry or food preparation or storage room. *(Public Health Act over 10 Residents)*

At least one bathroom, toilet and shower room shall be of a type that is suitable for use by persons confined to wheelchairs, where such persons may be admitted as residents.

At least one washbasin and flush toilet shall be provided on each floor that is used by residents.

Kitchens

When the maximum resident capacity is 10 persons or less, the following shall be provided:

- the floor and floor coverings shall be tight, smooth and non-absorbent.
- the walls, ceilings, stoves, refrigerators and food preparation areas shall be kept clean.
- an operable mechanical exhaust system, vented to the outside air, shall be provided over the cooking area.
- a dishwasher or two-compartment sink shall be provided for dishwashing purposes.
- a separate hand-washing basin for staff shall be provided.
- all refrigeration units shall be maintained in an operable condition.

When the maximum resident capacity exceeds 10 persons, the Kitchen shall comply with Regulation of Ontario 972/75.

(The Food Premises Regulations under the Public Health Act)

Meals

The Operator shall provide meals prepared in sufficient quantity, quality and nutritional value to meet recommended daily intake for proper nutrition as provided in Canada's Food Guide to Healthy Eating (Canada's Food Guide) published by Health Canada, 1992, or successor publication therefore, and shall ensure that each daily menu complies with the recommendations for food intake in Canada's Food Guide.

In cases where a Resident's physician has advised that the Resident requires a special diet, the Operator shall provide meals that comply with such diet. Assistance with diet preparation can be obtained from the hospital dietician or from the Eastern Ontario health Unit. Should the applicant have special dietary needs, please discuss with the Case Manager about available program in the community to support the need.

Residents shall receive three (3) meals a day on a regular routine.

A nutritious snack and beverage, selected according to Canada's Food Guide, shall also be provided between each meal and after dinner.

The Operator, with reasonable advance notice, shall provide a meal or a packed lunch for a Resident who is unable to eat a meal at the Hostel at the designated time.

The Operator shall prepare daily or weekly menus for meals and the Operator shall post the menu in a conspicuous place for viewing by Residents.

The Social and Housing Services Department's representative may review any items respecting, but not limited to, preparation and serving of food and menus, and food intake, to investigate complaints regarding food. The Eastern Ontario Health Unit will inspect the residence to determine compliance with the Bylaw.

Laundry and Linens

The Operator shall assume the cost of laundry and laundry supplies (detergent, fabric softener, etc.). The Operator shall provide access to a washer, dryer, laundry supplies, iron and ironing board without a fee, to Residents who are both able and responsible to do such tasks.

The Operator shall provide clean towels and bed linens at least once per week or as often as necessary. The Operator shall ensure that towels and bed linens are laundered when the occupancy of a bed changes.

It is recommended that clothing be laundered at least once per week, subject to any reasonable request of a Resident for more frequent laundering.

The Operator shall provide each Resident with an adequate supply of towels and bed linens and shall provide, at a minimum, (i) one set of towels including a bath and face cloth; (ii) one set of bed linens including sheets and a pillowcase; (iii) one pillow; and (iv) two blankets or alternatively, one blanket and one comforter. The Operator shall ensure such towels and bed linens are in

good repair and shall replace same, as necessary. A Resident may request extra towels and/or bed linens and the Operator shall comply with any reasonable requests.

Safety and Security

At all times, the Operator shall ensure that at least one staff member whose duty is the supervision of the Residents is available on the premises of the Hostel.

All staff members of the Hostel shall be trained in emergency evacuation of the Domiciliary Hostel and all Residents shall be informed of the emergency evacuation procedures either when they become a resident of the Domiciliary Hostel or as soon as is practicable thereafter.

The Operator shall ensure that emergency evacuation procedures are posted in a conspicuous place within the premises and acceptable to the local Fire Services (per annual inspection). The Operator shall also ensure that a copy of the evacuation plan is on file with the Eastern Ontario Health Unit.

The Operator shall ensure that an appropriate First Aid Kit is available on the Domiciliary Hostel's premises in a safe and conspicuous location and that staff members are trained in the administration of first aid. The Operator must post emergency phone numbers, police, fire department and ambulance near every telephone.

The Operator's staff members should be able to assist a resident in crisis and call additional resources as necessary (e.g., temporary staff back-up, support staff from designated service agencies, and/or community crisis teams).

The Operator shall operate the Domiciliary Hostel to promote a stable, safe and peaceful environment for the residents and shall ensure that residents are protected from physical violence/abuse and/or threats of physical violence/abuse. Residents shall not be subjected to emotional, physical or sexual violence. All staff members will be familiarized with Bill 168.

Residents shall not be subject to physical restraints of any kind.

The Operator shall maintain the Domiciliary Hostel in a safe and clean condition and in a good state of repair, ensuring that Health & Safety policies are in place to comply with requirements of the Occupational Health & Safety Act.

Under no circumstances shall an Operator, or any other hostel staff or volunteers, become involved in a sexual relationship with a Resident.

7. PROVISION OF, OR ACCESS TO, ACTIVITIES AND SUPPORT SERVICES

Programs and Activities for Residents

The Operator shall promote programs and activities which are intended to enhance the quality of life of the Residents, including, but not limited to, the following:

- organizing social and recreational activities for residents;
- collaborating with social and health workers from community agencies, as required; and
- facilitating the residents' participation in recommended community programs and events, provided that if there is a cost involved to the Operator, the Operator shall determine whether it will fund or partly fund the cost and the type of any non-monetary assistance it will provide for such purpose.

The Operator shall allow access to the Domiciliary Hostel at any reasonable time by visitors and service agencies mandated to provide programs for residents who choose to receive these services on the Domiciliary Hostel's premises.

The Operator shall offer regular either house meetings or individual appointments. The purpose is to give residents the opportunity to discuss the operations of the Hostel and other related matters.

8. MONTHLY ALLOWANCE FOR PERSONAL USE

Personal Needs Benefits

Subsidized residents are responsible for the management of their own Personal Needs Benefits and other financial resources. The operator may assist in managing the resident's finances with consent (signed) by the resident.

In cases where the Operator administers the Personal Needs Benefits, they **must** keep a financial file for each resident that is separate from the resident's personal file. It will record the disbursements of the Personal Needs Benefit and/or any other funds received on behalf of the resident. Disbursement of the Personal Needs Benefit (PNB) **will be on the 1st of each month** or as the resident requests (the resident must provide written verification that they have received the funds in their financial file).

A balance of the funds in the trust account should be easily verifiable by the Case Manager. The Case Manager, the resident or the resident's trustee/Power of Attorney (if one is in place) may inspect the resident's financial file during any business day.

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