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| Manual: Policy and Procedure | Section: Client Services |
| Subject: Scope of Services: Tobias House Sites | Date Approved: December 2022 |
| Approved: Chief Executive Officer | Date Reviewed: December 2022 |
| Applicability: Staff | |

Policy Statement:

The scope of services provided by Vibrant Healthcare Alliance to Tobias House sites clients is reviewed annually as part of the Client Service Agreement.

Vibrant Healthcare Alliance operates under the Independent Living Philosophy and provides client-directed services, which means that the client:

- Understands the nature of his/her disability and how it affects the performance of the essential activities of daily living.
- Knows what assistance is required and when and directs how that assistance should be provided.
- Communicates what assistance is required, when, and how that assistance should be provided to those who provide assistance.
- Is aware and accepts any potential undesirable outcomes from the directions that he/she gives.
- Actively participates with the training of all Attendant(s) to meet his/her needs; and
- Actively participates with all Attendants in a co-operative manner to ensure that the services are provided satisfactorily.

Procedures:

1. Scope of Services

- a) Vibrant Healthcare Alliance shall provide non-medical personal support services to assist the client in activities of daily living. The services are available as described in the Client Service Agreement (see attached – Appendix 1).
- b) Vibrant Healthcare Alliance provides non-medical services in accordance with the



philosophy of Independent Living and as set out in the Client Service Agreement. If a client requires assistance with medications because of a physical disability, a waiver shall be signed.

- c) Clients are responsible for assistance with the administration of any medications. Staff may provide essential, non-medical, physical assistance to administer medications under the client's direction and supervision, and in compliance with a doctor's prescription, and/or directions on the medication package and in accordance with Vibrant Healthcare Alliance's policies and procedures.
- d) Clients are responsible for notifying staff of all medications they require while receiving services which are relevant to services the client is receiving from Vibrant Healthcare Alliance.
- e) In the event of a medical emergency, defined as an acute injury or illness that poses an immediate risk to a client's life or long-term health, Vibrant Healthcare Alliance staff will seek emergency medical treatment (refer to *Policy – Emergency Medical Situations*).
- f) Refer to Client Service Agreement (see attached – Appendix 1) for more information.

2. Limitations to Scope of Services

- a) Staff are not required to assist clients during sexual relations.
- b) Staff shall not under any circumstances assist clients to conduct any illegal activity.
- c) Staff may not assist clients to conduct any activity that is in violation of Vibrant Healthcare Alliance policies and procedures. Staff must consult with a Site Lead or designate to obtain approval before discontinuing service.
- d) Clients must coordinate their own social/recreational activities.
- e) Staff have the right to refuse any request that they believe presents a hazard to their health. In the event of a refusal of service, an incident report must be completed and submitted to Site Lead or Manger within 24 hours.



Related Policies:

- *Emergency Medical Situations*
- *Incident Reports*



Appendix 1

VIBRANT HEALTHCARE ALLIANCE

**SERVICE AGREEMENT
(CLIENT AS SIGNATORY)**

| | | | |
|-----------------------------|--|---------------------------------------|-------------------|
| Name of the Client: | (the “Client”) | Date of Birth: | |
| Service Provider: | Tobias House Attendant Care Inc. (the “Agency”) | Residential Services Location: | (the “Residence”) |
| Period of Agreement: | (the “Effective Date”) to (the “End Date”) | Date of Agreement: | |
| Address | _____ Apt./Unit # Street Name City Postal Code | | |

BACKGROUND

- I. The **Agency** is a charitable not-for-profit social service agency funded by the Ministry of Health (MOH) and Ontario Health (OH) and is committed to providing quality supports and services to people with physical disabilities through the Agency’s Attendant Services Program.
- II. The **Client** is a person living with physical disabilities.
- III. The Client wishes to procure attendant services (the “Services”) from the Agency for the benefit of the Client and the Agency wishes to provide the Services to the Client on the terms and conditions set out in this Agreement.
- IV. The Agency provides services through staff referred to as “Attendants”.

NOW THEREFORE, the Client and the Agency (together the “Parties”) agree as follows:

1. INTERPRETATION:

1.01 The Schedules referenced in this Agreement and attached to it form part of the Agreement and are enforceable in accordance with the terms of the Agreement, and include:

- | | |
|------------|---------------------|
| Schedule 1 | Client Service Plan |
| Schedule 2 | Complaint Procedure |

| | |
|------------|--|
| Schedule 3 | Collection, Use & Disclosure of Personal Health Information Consent Form |
| Schedule 4 | Health and Safety Policy |
| Schedule 5 | Abuse / Harassment Policy |
| Schedule 6 | Service Notification |
| Schedule 7 | Glossary |

2. CONSENT, CAPACITY AND LEGAL DECISION MAKING

- 2.01 The Agency believes that all people have the right to be full citizens of the community.
- 2.02 Individuals 16 years of age and older are presumed capable of making their own decisions with respect to personal care matters. The Agency will provide the necessary support to assist people with exercising their legal capacity. Should the Client be deemed incapable of consenting to health care treatment, admission to a long-term care facility (governed by the Ministry of Health) or consent to personal assistance services, or a substitute decision maker (the “SDM”) may consent to make decisions on his or her behalf.
- 2.03 The Agency is required to follow the applicable legislation for issues relating to consent, capacity, and legal decision-making, including the *Health Care Consent Act*¹ and the *Substitute Decisions Act*.²
- 2.04 Wherever possible, the prior capable wishes of the Client must be sought or, in their absence, the SDM, must act in the best interests of the Client.

3. PRIOR TO PROVISION OF SERVICES

- 3.01 The following requirements will be adhered to, in accordance with the *Home Care and Community Services Act*, 1994, SO 1994, c 26 (“HCCSA”) and MOH guidelines.
- 3.02
- a. The Client shall provide an updated Occupational Therapy (“OT”) / Physical Therapy (“PT”) assessment prior to receiving service at the Agency. The cost of such assessments shall be paid for by the Agency.

¹ 1996, SO 1996, c 2, Sched A.

² 1992, SO 1992, c 30.

Existing Clients who have already completed an updated OT and PT will not be required to complete such assessments again because of entering into this agreement.

- b. The current medications of the Client, which are relevant to Services the Client is receiving from the Agency, will be reviewed prior to the provision of services to ensure there are no contraindications. All medications, their dosages, and required times for administration, must be prescribed, directed, and monitored by a licensed physician.
- c. The Client Service Plan will be completed with the Client prior to receiving the Services and updated within the first 30 days of receiving the Services.
- d. The Client will receive an orientation to the Services that will be provided prior to admission. Policies and procedures as outlined further in this Agreement will be reviewed.

4. FINANCIAL RESPONSIBILITIES

- 4.01 At his/her own expense, the Client is responsible for ensuring that Agency Attendants are provided with the equipment and supplies reasonably necessary for the Client's care.
- 4.02 If the Client and the Agency cannot agree on an issue related to equipment and supplies, the disagreement shall be resolved in accordance with the Complaint Procedure described in Schedule 2.

5. PERSONAL SUPPORT SERVICES

- 5.01 The Agency shall provide non-medical personal support services to assist the Client in activities of daily living. The Services are available as described in the Client Service Plan ("Schedule 1") and as otherwise set out in the Agreement.
- 5.02 The timing and extent of the Services are described in Schedule 1.

6. CLIENT RIGHTS

- 6.01 In accordance with the Bill of Rights contained in Part III of *HCCSA*, as amended from time to time, the Agency shall ensure that the following rights of Clients are fully respected and promoted:
 - a. The Client has the right to be dealt with by the Agency in a courteous and respectful manner and to be free from mental, physical, and financial abuse by the Agency.

- b. The Client has the right to be dealt with by the Agency in a manner that respects the Client's dignity and privacy and that promotes the Client's autonomy.
 - c. The Client has the right to be dealt with by the Agency in a manner that recognizes the Client's individuality and that is sensitive to and responds to the Client's needs and preferences, including preferences based on ethnic, spiritual, gender identity, gender expression, linguistic, familial, and cultural factors.
 - d. The Client has the right to information about the community services provided to him or her and to be told who will be providing the community services.
 - e. The Client applying for community services has the right to participate in the Agency's assessment of his or her requirements and the Client who is determined under the *HCCSA* to be eligible for a community service has the right to participate in the Agency's development of the Client's plan of service. The Agency's review of the Client's requirements and the Agency's evaluation and revision of the Client's plan of service.
 - f. The Client has the right to give or refuse consent to the provision of any community service.
 - g. The Client has the right to raise concerns or recommend changes in connection with the community services provided to him or her and in connection with policies and decisions that affect his or her interests, to the Agency, government officials or any other person, without fear of interference, coercion, discrimination or reprisal.
 - h. The Client has the right to be informed of the laws, rules and policies affecting the operation of the Agency and to be informed in writing of the procedures for initiating complaints about the Agency.
 - i. The Client has the right to have his or her records kept confidential in accordance with the legislation.
- 6.02 In accordance with the Agency's policies, the Client also has following rights:
- a. The right to direct his/her Services.
 - b. The right to request Services that offer the maximum flexibility to accommodate changing and individual needs, and which enhance rather than restrict the Client from doing things for him/herself.

- c. The right to a formal mechanism for the purpose of providing input into the evaluation of his/her Services, including potential training topics and performances evaluations.
- d. The right to have input into the training and evaluation of the Agency's Attendants and in the operation and direction of the program; and
- e. The right to have access to a Site Lead or designated decision-maker on critical service issues.

7. MEDICAL AND EMERGENCY TREATMENT

- 7.01 This Agreement is related only to the care, services and supports that the Client receives while under the direct care of the Agency.
- 7.02 The Agency provides non-medical services in accordance with the philosophy of Independent Living and as set out in the Client Service Plan (Schedule 1). If the Client requires assistance with medications because of a physical disability, a waiver shall be signed. The waiver form is attached to Schedule 1.
- 7.03 The Client will be responsible for notifying staff of all medications required by the Client while receiving the Services which are relevant to Services the Client is receiving from the Agency.
- 7.04 The Client understands that in the event of a "medical emergency", defined as an acute injury or illness that poses an immediate risk to a person's life or long-term health, the Agency will seek emergency medical treatment.
- 7.05 Where a client has a Power of Attorney for Personal Care (the "Power of Attorney") and/or a Guardianship Order on file with the Agency, this document will be provided to health care practitioners.
- 7.06 Where a Guardian has been appointed to consent to medical treatment on the Client's behalf; or where the Client has on file a Power of Attorney and is deemed incapable of consenting to medical treatment; or where a Representative has been appointed by the Consent and Capacity Board, the named SDM will be contacted for the purposes of providing consent to medical treatment. In the absence of such appointments, the highest-ranking family member as identified in accordance with section 20(1) of the *Health Care Consent Act*³ will be contacted for the purpose of

³ 1996, SO 1996, c.2, Sched A.

providing consent to medical treatment.

- 7.07 The Client acknowledges that consent to all medical treatments must be provided by the Client, unless an emergency exists, and the physician is unable to obtain such consent.

8. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION INCLUDING PERSONAL HEALTH INFORMATION

- 8.01 The Client acknowledges receipt of the Agency's Privacy Policy and understands the content and purpose of the terms of the policy therein.
- 8.02 As part of the Client's Circle of Care, the Agency agrees that information received regarding the Client, including without limitation all reports, plans and records, ("Client Information") shall only be collected, used or disclosed as reasonably necessary for the purposes of providing Services to the Client in accordance with this Agreement, unless otherwise required by law. If disclosure is required by law, the Agency shall inform the Client of such disclosure. Prior consent from the Client shall be required for collection, use or disclosure of Client Information to any third party for any other purpose, except as specified below.
- 8.03 The Client acknowledges that the confidentiality requirements of paragraph 8 are subject to legal limitations, audit requirements, the duty to warn regarding persons at imminent risk of physical harm to themselves and others, and any reporting requirements which may fall under the applicable legislation, including without limitation, all regulations, policies and directives from time to time issued by MOHLTC, to the appropriate authorities.
- 8.04 The Client has consented to the disclosure of the Client Information including but not limited to, the Client Information from any health care practitioner to the Agency. Such consent is attached as **Schedule 3** to this Agreement.
- 8.05 Client Information collected by the Agency shall be kept in a safe and secure location, such as in a locked cabinet in a Site Lead's office. Only Agency staff in the position of Site Lead or above shall have access to the Clients' Information. Clients may access their file upon reasonable notice to the Site Lead.
- 8.06 The Agency acknowledges that despite any other term of this Agreement, the terms of paragraph 8 survive the termination of the Agreement.
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9. CLIENT SERVICE PLAN MEETINGS

- 9.01 The Client will participate in Client Service Plan meetings to: review previous service expectations and establish current service expectations; review the Client's personal health information relevant to Services the Client is receiving from the Agency; and to confirm information in Agency records for accuracy and updating.
- 9.02 The Client has the right to participate in the Client Service Plan meetings, which includes setting out any required Services.
- 9.03 Consent for the Services, and related restrictions, will be set out in the Client's Service Plan and reviewed at least annually with the Client.

10. SOCIAL LEAVE / LEAVE OF ABSENCE

- 10.01 The Client shall provide as much notice as possible to the Agency if the Client is planning to be absent for one or more bookings of service or for two (2) or more days.
- 10.02 The Client shall provide as much notice as possible to the Agency when the Client is returning from an absence (e.g., returning from vacation, a hospital stay, etc.) to ensure that the Agency has time to resume the Services.
- 10.03 The Client shall complete a "Service Notification" form ("**Schedule 6**") prior to when the Client is planning to be absent for an extended period or when the Client is returning from an absence.

11. RESPONSIBILITIES OF CLIENT

- 11.01 Client Directed Services. The Agency provides "Client directed services". Client directed services means that the Client:
- a. Understands the nature of his/her disability and how it affects the performance of the essential activities of daily living.
 - b. Knows what assistance is required and when, and how that assistance should be provided.
 - c. Communicates what assistance is always required, when, and how that assistance should be provided to those who provide assistance.

- d. Is aware and accepts potential undesirable outcomes from the directions that he/she gives.
- e. Actively participates with the training of the Attendant(s) to meet his/her needs; and
- f. Actively participates with all Attendants in a co-operative manner to ensure that the services are provided satisfactorily.

11.02 General Responsibilities. Generally, the Client has the responsibility to:

- a. Develop a Client Service Plan (Schedule 1) in co-operation with the Site Lead and any other person that the Client would like to have present.
- b. Arrange to receive any other services not specified in Schedule 1 of the Agreement and not provided by the Agency including medical and other personal services. It is in the Client's interest to inform the Agency of any and all such services.
- c. Develop a contingency plan in the event of service disruption that cannot be addressed by the Agency's contingency plan set out in the Agency's Contingency Plan Policy. The Client's contingency plan must be communicated to the Agency within the first three (3) months of service. Client Agrees to provide annual update Contingency Plan.
- d. Communicate with the Agency and the Attendant(s) regarding the type of assistance required and communicate any changes in the assistance required.
- e. Assist in the Administration of any medications. The Attendant(s) may provide essential, non-medical, physical assistance to administer medications under the Client's direction and supervision, and in compliance with the Doctor's prescription, and/or directions on the medication package and in accordance with the Agency's policies and procedures.
- f. Communicate with the Agency's office employees through telephone or other electronic personal communication device.
- g. Ensure that all equipment and supplies required for use in providing personal support services are available to Agency employees.
- h. Ensure that all equipment used in the provision of personal support services that are owned, rented or leased by the Client, are regularly maintained, replaced (e.g., lock, clicker, keys, commode, etc.) and kept in good working

order. A maintenance schedule may be requested by the Agency.

11.03 Health and Safety. The Client has the responsibility to:

- a. Advise the Site Lead upon contraction of a communicable disease such as, but not limited to, Covid 19, tuberculosis or chicken/MK pox during the active infectious period when they can be easily transmitted to employees by coughing or sneezing.
- b. The Client agrees that pertinent information will be shared with Attendants to ensure proper health and safety precautions are followed. Mandatory face masks for cold and flu or airborne illnesses will be provided and used at the request of the Client.
- c. Keep the home free of any possible health and safety hazards including pests that may injure the Attendant(s). Where a Health and Safety issue arises, the Client will participate in finding an appropriate solution, cooperate with requests for OT/PT and or Mediation for an assessment, and abide by any necessary resolution.
- d. Permit the Agency to arrange for annual inspections of required lift equipment to ensure the health and safety of the Client and the Attendant(s).
- e. If the Client and the Agency cannot agree on an issue related to lift equipment, the disagreement shall be resolved in accordance with the Complaint Procedure described in Schedule 2.

11.04 Appropriate Conduct. Regarding appropriate conduct, the Client has the responsibility to:

- a. Interact with Agency employees in a co-operative and non-abusive manner.
- b. Ensure that family members and guests interact with Agency employees in a co-operative and non-abusive manner.
- c. Attempt to resolve issues or conflicts with the Attendant(s) as they occur.

Report any unresolved issues or conflicts to the Site Lead

- d. Acknowledge receipt of reports regarding incidents and complaints within one (1) business day. The Agency shall inform the Client of a report via phone, email, or the Client's preferred means of communication, if communicated to the Agency.

- e. Ensure that they do not engage in any illegal activity and do not permit illegal activity in the presence of the Agency employees.

11.05 Scheduling and Communication. The Client has the responsibility to:

- a. Notify the Site Lead at least 24 hours in advance, if possible, when a regularly scheduled service must be temporarily cancelled and/or rescheduled.
- b. Notify the Site Lead as soon as possible regarding cancellation of services for extended absences due to hospitalisation, vacation, and other significant changes to scheduled service.
- c. Notify the Client's Attendant(s) of pertinent information from external appointments.

11.06 Information Sharing. The Client has the responsibility to:

- a. Provide the Agency with information related to service eligibility, as required by the MOHLTC who funds the Attendant Services Program, and for the purpose of record keeping by the Agency.
- b. Provides information relevant to the services the Client is receiving from the Agency as required from time to time by the Agency.

11.07 The Client is required to participate in Service Plan meetings, either in-person, via teleconference, via videoconference or via mail review. As part of this participation, the Client is required to review this Agreement and the Schedules of this Agreement.

12. RESPONSIBILITIES OF SERVICE PROVIDER / THE AGENCY

12.01 Regarding the creation of the Client's Service Plan, the Agency shall:

- a. Assess the Client's requirements.
- b. Determine the Client's eligibility for the services that the Client requires; and
- c. After the Agency has determined that the Client is eligible for the Agency's services, the Agency shall develop a plan of service that sets out the amount of each service to be provided to the Client (i.e., the Client Service Plan).

- 12.02 The Agency shall review the Client's requirements when appropriate, depending on the Client's conditions and circumstances.
- 12.03 The Agency shall evaluate the Client's Service Plan and revise it as necessary when the Client's requirements change.
- 12.04 The Agency shall assist the Client in co-ordinating the Services he/she receives, in accordance with the Client's expectations and the Client Service Plan.
- 12.05 The Agency shall provide an opportunity to the Client to participate fully in the development, evaluation, and revision of the Client's Service Plan.
- 12.06 In developing, evaluating, and revising the Client's Service Plan, the Agency shall consider the Client's preferences, including preferences based on ethnic, spiritual, linguistic, familial and cultural factors. This also includes the Client's preferences with respect to the Attendant's gender. If the Agency is unable to provide gender preference service, the Client Shall use their contingency plan or use the service an Attendant that provides cross gender PSW care.
- 12.07 The Agency shall arrange for annual inspections of required lift equipment to ensure the health and safety of the Client and the Attendant(s).
- 12.08 The Agency staff are required to complete an annual Policy & Procedures review and, from time to time, staff will be required to complete additional training programs essential to providing optimal quality of support to the Client.
- 12.09 The Agency shall schedule an annual review of the Client's Service Plan. As part of this meeting the Client's Service Plan will be reviewed with the Client.
- 12.10 If a client refuses to sign the documents contained in the Client's Service Plan, the Site Lead will contact the Client to address any questions or concerns they may have and work collaboratively with them to reach an agreement regarding signatures.
- 12.11 The Agency will provide a safe, inclusive environment free of discrimination and harassment.
- 12.12 If at any time the Client and / or a staff member feels that their health and safety, or the health and safety of people, is compromised by the Client or the actions, language or behavior of a client's guest or family, the staff may call 911 to seek police intervention.
- 12.13 Should the Agency receive notice of dissatisfaction / complaint from the Client, the Agency will respond to that complaint as outlined in the Agency's policy addressing

the complaint procedure ("Schedule 2").

13. TERM OF THE AGREEMENT AND ITS TERMINATION AND ITS RENEWAL, AMENDMENT AND TERMINATION

13.01 The terms contained in this Agreement shall begin on **February 1st, 2023** (the "Effective Date").

13.02 The Client Service Plan shall be reviewed and amended on a monthly, semi-annual, or annual basis, or on a more frequent basis if required to meet the changing needs of the Client.

13.03 This Agreement shall terminate:

- a) upon sixty (60) days' written notice to the Agency by the Client.
- b) upon sixty (60) days' written notice to the Client, where, after a careful reassessment of the Client's eligibility for the services and after consultation with the Ministry of Health Ontario (OH) and the Agency shall conclude that one of the following situations applies:
 - i. The Client requires significantly more personal support services than described in the Client Service Plan and the Agency is unable to meet these additional service requirements after making a reasonable effort to do so during the usual course of providing services, and alternate service possibilities cannot be identified.
 - ii. The Client is absent from the program for more than ninety (90) consecutive days, unless such absence is due to the Client being hospitalized; or the Client has not obtained a written agreement with the Agency to allow an extended absence; or is otherwise absent without any expectation of being able to return and has acquired alternate services.
 - iii. The Client is no longer able to direct his/her own personal support services or to live independently as described in the Agreement.
 - iv. The Client refuses the services of a qualified staff member based on reasons which are in violation of, or fail to recognize, the Ontario *Human Rights Code*.
- c) Immediately:

- i. if the Client's consent to be served by the Agency is withdrawn.
 - ii. if the actions, behaviours, and/or the needs of the Client cannot reasonably be accommodated without undue hardship to the Agency considering the financial implications or health, safety and wellbeing of other people to whom the Agency has a responsibility.
 - iii. if the Client does not otherwise comply with the Agency's Health & Safety and Anti-abuse policies ("**Schedule 4**" and "**Schedule 5**" respectively).
 - iv. if the Client's home is used for an illegal act, trade or business, or illicit help is requested from Agency staff to perform an illegal act.
 - v. if there is a withdrawal of funding.
 - vi. if the Client moves out of his/her current residence.
 - vii. if the Client refuses the Services of an Agency staff member and the Agency concludes that the refusal was due to anything other than the knowledge, skills, ability, or conduct of the Agency staff.
 - viii. if the Client demands that Services be provided in an unsafe manner or environment.
 - ix. upon the death of the Client; and
 - x. any event beyond the control of the Agency.
- d) a dispute arises as between the Client and the Agency that cannot be resolved in a reasonable period.
- 13.04 The failure of a Party to fulfil any of its obligations under this Agreement shall not be a breach of, or default under, this Agreement to the extent that such failure to fulfil the obligation arose from a Force Majeure event.
- 13.05 The Agreement may be renewed annually by the Agency in consultation with the Client or the Agreement may be reviewed at any time at the request of the Client or the Agency. The purpose of the review is to ensure that the Client continues to qualify for the Services and to verify the appropriateness of the services provided.



14. GENERAL

- 14.01 The Client acknowledges that the terms and purpose of this Agreement have been explained to them before signing and that they had a reasonable opportunity to review the Agreement and to obtain independent legal advice before signing the Agreement, should they wish to do so.
- 14.02 The Parties agree to execute and deliver such further documents and perform such further acts as may be necessary or desirable in order to give full effect to this Agreement.
- 14.03 The Agreement supersedes all previous agreements between the Parties. Any modification to the terms of the Agreement must be in writing and signed by all Parties.
- 14.04 If a portion of this Agreement is held illegal, invalid and unenforceable, then the illegal, invalid or unenforceable portion only will be stricken from the Agreement. All remaining provisions of the Agreement shall remain in force and effect.
- 14.05 No party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party.
- 14.06 This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

| | | |
|--------------------------|-------------|---|
| _____ | _____ | _____ |
| <i>Client Signature</i> | <i>Date</i> | [NAME] <i>Client</i> |
| _____ | _____ | _____ |
| <i>Witness Signature</i> | <i>Date</i> | [NAME] <i>Vibrant Healthcare Alliance</i> |



SCHEDULE 1 – CLIENT SERVICE PLAN

SCHEDULE 2 – COMPLAINT PROCEDURE

The Agency takes every opportunity to ensure the provision of quality service. However, if you become dissatisfied with any aspect of your service it is important that bring issues up as soon as possible, so that they may be addressed and resolved. Every effort will be made to resolve situations that pose a conflict for staff and Clients. It is the desire of the Agency to continue to provide the highest quality service to all Clients. The following are guidelines for issue resolution.

1. Discuss your concern with the involved party. If your Attendant is not working to your satisfaction, discuss this first with the Attendant. Describe how you want tasks completed and your expectations. Allow the Attendant time to correct the problem. If the issue involves the Site Lead, again discuss the concern with the Site Lead first.
2. If after a reasonable amount of time the concern has not been addressed, contact the staff person's supervisor.
 - a. Example: If the concern is regarding an Attendant, discuss the issue with the Site Lead. If it involves the Site Lead, file a written complaint with the Program Manager of Attendant Care Services. Discuss with the individual's supervisor what the problem is, what steps have been taken by both parties to resolve the issue, and your expectations of a satisfactory resolution. Concerns that do not require additional training may require only a couple of visits to remedy, yet where training is required, more time must be given to allow for noticeable improvement.
 - b. Contact staff in the following order:
 - i. Site Lead
 - ii. Program Manager (Attendant Care)
 - iii. Director
 - iv. Chief Executive Officer
 - v. Board of Directors
 - vi. Health Services Appeal and Review Board ("HSARB")
3. Communication Report Forms are also available for the use of both Clients and staff. These forms are to be completed if an incident occurs which requires the involvement of the employees Site Lead. It is the responsibility of the Site Lead to follow-up, in writing, after having received the report and for reporting back required information to the involved parties.



**SCHEDULE 3 – COLLECTION, USE & DISCLOSURE OF PERSONAL HEALTH
INFORMATION CONSENT FORM**



SCHEDULE 4 – HEALTH & SAFETY POLICY

Medication Waiver. The Agency provides non-medical services. If the Client requires assistance with medications because of a physical disability, a waiver must be signed. The signed waiver will be attached to Schedule 1.

Routine Practices. The Agency requires that Attendants and Clients where possible, follow universal precautions to protect themselves and others from communicable diseases. Attendants must wear gloves when they anticipate contact with bodily fluids. The Client is to provide the gloves, and the Attendant should also carry gloves supplied by the Agency for use in the event of an emergency. The Agency requires best practices be complied with as it relates to routine practices ensuring minimal risk and spreading of germs, infection etc.

Equipment. Both the Client and the Agency are required to ensure that all equipment is working correctly and the environment is safe. Attendants are to report any damaged equipment to the Client and it is the Client's responsibility to have repairs done. Failure of the Client to ensure repairs may result in an interruption to service.

Unsafe Working Conditions. The Attendant must report an unsafe working condition to the Client. If either the Client or the Attendant are not satisfied with the Client's solution, the Client will contact the Site Lead. If a satisfactory solution cannot be found, a neutral third party, such as an Occupational Therapist, may be requested to advise and provide written recommendations that will ensure the health and safety of all parties.

Attendants must wear shoes while in the Client's home. The Client may request the Attendant to have clean, dry shoes to wear in order to keep the home clean.

Areas in which Attendants are assisting with the provision of services must be clear and free of all obstacles. It is the Client's responsibility to ensure that adequate space is available to allow for the free movement of staff when delivering these services.

SCHEDULE 5 – ABUSE / HARASSMENT POLICY

POLICY

It is the policy of the Agency to provide, for Clients of its services and for employees who provide service, an environment that respects the rights of each individual as guaranteed by the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and other legislation that protect the rights of the person.

DEFINITION

Abuse refers to any act or situation that demeans harms or infringes on the personal rights or dignity of the individuals, or, places the individual at risk to their health or safety. This includes abuse that is physical, verbal, emotional, sexual, psychological or financial in nature.

Harassment is defined as a form of discrimination and as any behaviour denying an individual their dignity and respect; or any action or comment causing offence, embarrassment or humiliation. Such behaviours may include, but are not limited to:

- Verbal threats, intimidation or abuse.
- Unwelcome remarks or jokes about subjects like race, religion, disability, physical characteristics, gender or age.
- The display of sexist, racist, or other offensive pictures or posters.
- Consistent subjection of an individual to practical jokes, or ridicule where the circumstances indicate that this treatment is motivated by a characteristic protected under Federal/Provincial legislation; and
- Physical assault.

TRAINING

All Agency Services staff will receive orientation/training from the employer surrounding abuse prevention strategies as per the MOH and Ontario Health directive that has a zero tolerance of abuse towards Clients. All Clients of the Agency are provided with information around the Client Bill of Rights and their right to receive their services free from abuse.

MANAGEMENT RESPONSIBILITY

Orientation/Training: The Site Lead will ensure that every Client and employee receives orientation/ training that explain their right to be protected from abuse/harassment as herein defined and how to make a complaint about an alleged incident of abuse/harassment at the time of admission to the Attendant Services Program.

Reporting: The Site Lead will complete an investigation of an allegation of abuse within three working days of receiving the written report from the Client or employee. The Site Lead will meet with all parties involved and will communicate the findings and resolution to everyone concerned, including the Director, CEO and the Board of Directors.

The Site Lead will suspend with pay an employee who is alleged to have committed an abuse, pending the outcome of the internal investigation.

The Agency policy also supports and ensures that management has a continuing responsibility to prevent abuse/harassment in the workplace. Site Leads who fail to take appropriate corrective action will be subject to disciplinary action.

In the event of an alleged abuse of a Client of a physical or sexual nature, the Site Lead will complete a formal report and submit all documentation to the Agency management including the Director, CEO the Board of Directors, and relevant third parties i.e. Toronto Police. The Site Lead will also advise the alleged victim of abuse/harassment of a physical or sexual nature to immediately notify police.

If an Agency employee witness's physical abuse, the Site Lead must be informed, and the police must be notified.

RIGHT OF PROTECTION AND COMPLAINT

Every Client and employee has the right to protection from abuse/harassment, and, if subject to abuse/harassment, the right to immediate protection and support. Every Client and employee is allowed to make a complaint without fear of reprisal. Every Client and employee who is alleged to have committed an abuse/harassment is presumed to be innocent until an investigation concludes to the contrary.

INVESTIGATION

All allegations of abuse/harassment shall be investigated immediately and thoroughly and documented in accordance with the Agency's procedures and corrective measures shall be taken.

Investigation of alleged abuse/harassment shall be undertaken in a manner that is sensitive to the confidentiality of the person who has alleged an abuse/harassment or who reports an incident of alleged abuse/harassment and the person who is alleged to have committed abuse/harassment. The Agency will thoroughly investigate all allegations of abuse. In the event of an alleged **abuse** of a physical or sexual nature, the Agency will advise the complainant to notify police.



Where the investigation indicates that an employee has abused/harassed a Client, the Site Lead shall initiate disciplinary action that may include a written warning up to and including termination of employment and/or referral to the police.

Disclosure of any details of the situation to anyone not directly involved, either during or after the investigation, will result in disciplinary action up to and including termination.

FALSE ALLEGATIONS

An employee who falsely alleges abuse/harassment by a Client will be subject to disciplinary action that may include a written warning up to and including termination of employment.

A Client who falsely alleges abuse/harassment by an employee will be subject to a review of their service agreement and appropriate action taken which may include a written warning up to and including termination of the Service Agreement.

ALTERNATE ARRANGEMENTS

Where a Client reports abuse by Agency staff, the Site Lead will arrange for alternate Attendant Services as soon as possible. In cases of **abuse** of a physical or sexual nature, the Site Lead will assist the Client to access appropriate or necessary support.

ABUSE/HARASSMENT OF EMPLOYEE BY CLIENT

The Site Lead will attempt to reassign an employee who alleges abuse/harassment by a Client and will not require the employee to provide service to the Client pending the outcome of the internal investigation.

Where investigation shows that a Client has abused/harassed an employee, the Site Lead shall review the service agreement and service may be suspended or terminated in accordance with the Service Agreement. The Site Lead will advise the Client in writing of the right to appeal any Agency decision that affects the provision of Attendant Services as described in the Service Agreement.

EMPLOYEE RESPONSIBILITY

Agency employees shall at all times interact with Clients and their co-habitant(s), visitor(s) and other employees in a professional, courteous and respectful manner.

The employee shall immediately report any allegation of Client or employee abuse/harassment (directed at self or another employee) to his/her direct supervisor. The employee who witnesses an incident of abuse/harassment shall immediately report the



incident to his/her supervisor. **Failure to report an alleged incident of abuse/harassment may result in disciplinary action up to and including suspension of the employee without pay.**

CLIENT RESPONSIBILITY

The Client shall at all times interact with Agency employees in a respectful and courteous manner and request that their co-habitant(s) and guests do the same.



SCHEDULE 6 – SERVICE NOTIFICATION

| | |
|----------------------------|--|
| Name of the Client: | (the “ Client ”) |
| Service Provider: | Vibrant Healthcare Alliance (the “ Agency ”) |

COMPLETE THIS PORTION PRIOR TO ABSENCE

This form serves as notice that the Client intends to be absent from _____ to _____. The Client will not require attendant services from the Agency during the period of extended absence.

The Client acknowledges and agrees to provide as much notice as possible prior to the return of the Client from the extended absence.

The Client intends to return by _____.

COMPLETE THIS PORTION AND SUBMIT PRIOR TO RETURN

This form serves as notice that the Client intends to return on _____ and will require attendant services from the Agency to resume on that date.



SCHEDULE 7 – GLOSSARY

Existing Client: A Client who is entering into a new Service Agreement with Vibrant Healthcare Alliance, but immediately prior to entering into the new Service Agreement, the Client was already receiving services under a previous Service Agreement. An Existing Client does not include someone who, at some previous time, received services from Tobias House Attendant Care Inc., but ceased those services, and is now entering into a new Service Agreement.

Force Majeure event: unforeseeable circumstances that prevent someone from fulfilling a contract.

Non-medical personal support services: Non-medical personal support services refer generally to the fact that Vibrant Healthcare Alliance does not provide medical services. However, this does not necessarily preclude the provision of select “controlled acts” as defined under the *Regulated Health Professions Act, 1991*, SO 1991, c 18 where: (1) the attendant has the necessary and legislatively required training; (2) where the “controlled act” has historically been performed in the context of providing personal support services; and (3) where the Client has capacity to give the direction for the attendant to perform the controlled act and has in fact given such direction.