



Government of Newfoundland and Labrador
Department of Health and Community Services

Provincial Co-operative Apartment Program

Operational Standards

April 2007

TABLE OF CONTENTS

	PAGE
Introduction	3
Purpose	3
Definitions	3
Structure and Numbering	4
Responsibility for Manual Reviews, Revisions and Additions	4
Section 1: Program Description	5
1.10 Description	5
1.20 Philosophy	5
1.30 Goals	6
1.40 Principles	6
Section 2: Service Delivery	7
2.10 Service Delivery Model	7
2.20 Eligibility	7
2.30 Admission	7
2.30.10 Admission Process	
2.30.20 Pre-placement	
2.40 Financial Assessment	8
2.50 Service Plans	9
2.60 Discharge	10
2.70 Transfer	10
2.80 Respite Services in Cooperative Apartments	10
Section 3: Individuals' Rights and Responsibilities	11
3.10 Individuals' Rights and Privileges	11
3.20 Individuals' Responsibilities	11
Section 4: Department of Health and Community Services' Responsibilities	12
4.10 Provincial Operational Standards	12
4.20 Funding	12
Section 5: Regional Health Authorities' Responsibilities	13
5.10 Responsibilities of the RHAs	13
Section 6: Natural Families' Responsibilities	15
6.10 Responsibility of Natural Families	15
Section 7: Boards' Responsibilities	16
7.10 Responsibility for Operation	16
7.20 Board Governance	16
7.20.10 Incorporation	
7.20.20 Size and Composition	
7.20.30 Role and Responsibility	
7.20.40 Committees of the Board	
7.20.50 Board Orientation and Training	
7.30 Human Resources	17
7.30.10 Staffing Model	
7.30.20 Staff Qualifications	
7.30.30 Recruitment	
7.30.40 Position Description	
7.30.50 Staff Orientation	

7.30.60 Supervision and Evaluation	
7.30.70 Staff Records	
7.30.80 Personnel Policies	
7.30.90 Collective Bargaining	
7.40 Financial Administration	19
7.40.10 Financial Statements	
7.40.20 Budget Preparation Monitoring	
7.40.30 Trust Accounts	
7.50 Legislation, Regulation, Standards	20
7.60 Health and Safety	20
7.60.10 Incident Reports	
7.60.20 Investigating and Reporting Abuse/Neglect	
7.60.30 Tobacco Products	
7.60.40 Medications Storage and Administration	
7.60.50 Health Care Decisions	
7.60.60 Medical Services	
7.60.70 Death of an Individual	
7.60.80 Infectious Diseases	
7.60.90 Complaints	
7.60.100 Fire Safety Legislation, Regulations and Fire Protection Equipment	
7.60.110 Emergency/Evacuation Plan	
7.60.120 Fire Drill/Emergency Numbers	
7.60.130 Food Handling	
7.60.140 Insurance	
7.60.150 Transportation	
7.70 Property Selection, Maintenance and Repairs	23
7.70.10 Property Selection	
7.70.20 Maintenance and Repair	
7.80 Relationships	24
7.80.10 Confidentiality	
7.80.20 Family Relationships	
7.90 Monitoring Quality of Program Delivery and Outcomes	25
7.90.10 Monitoring and Evaluation	
7.90.20 Statistical Requirements	
7.90.30 Review of Standards Manual	

Appendices:

Appendix A – Residential Services Historical Overview

Appendix B – Province of Newfoundland and Labrador Financial Requirements Guide for Residential Facilities

Appendix C – Guide to be used by the RHAs in establishing policy on health care decisions on behalf of the individual with intellectual disabilities

Appendix D – Support Trusts

Appendix E – Guide to be used by the RHAs in establishing policy on the investigation of Abuse/Neglect

Appendix F – Service Agreement (Sample)

Appendix G – Annual Report Forms (Sample)

Appendix H – NLHBA Introductory Information for the Residential Services Board

Appendix I - Incident Report (Sample Form)

Appendix J – Food Handling

Appendix K – Maintenance and Repair Categories to Cooperative Apartments

INTRODUCTION

The Co-operative Apartment Program is one residential option available to adults with intellectual disabilities who are unable to reside with the natural family. Other residential options include:

- Board and Lodging
- Alternate Family Care
- Individualized Living Arrangement

Appendix A provides a historical overview of residential services for adults with intellectual disabilities. This manual focuses on the Co-operative Apartment Program only and the operational standards governing the program.

PURPOSE

The operational standards manual is intended to provide direction regarding the Co-operative Apartment Program for:

- individuals receiving service and their families;
- incorporated community residential services boards;
- regional health authorities.(RHA)

The manual establishes the minimum standards required to ensure consistent and quality services across the province. It outlines the requirements related to program eligibility, service delivery, and monitoring of services. The operational standards were developed by the Department of Health and Community Services, with input from the RHAs. Unless specified in the manual, the RHAs and Boards shall establish procedures to meet the operational standards.

The Regional Health Authorities include:

- Eastern Regional Health Authority
- Central Regional Health Authority
- Western Regional Health Authority
- Labrador / Grenfell Regional Health Authority

The Incorporated Community Residential Services Boards include:

- Eastern Residential Support Board, St. John's
- Marystown Community Living Foundation Co-operative Apartment, Marystown
- Bill and Paul's Community Living Arrangement, Grand Falls/Windsor
- Farmdale Road Co-operative Apartment, Corner Brook
- Bay St. George Residential Support Board, Stephenville

DEFINITIONS

Throughout this manual,

- "RHA" refers to the Regional Health Authorities
- "DHCS" refers to the Department of Health and Community Services
- "Social Worker" refers to staff of the RHA who are assigned to support the delivery of the Co-operative Apartment Program.
- "individual" refers to an individual with intellectual disabilities who is a resident of the co-operative apartment. It is used to replace the term "individual with developmental disabilities" which according to the definition of the American Association on Mental

Deficiency (1992), the following three areas must apply in order for an individual to be classified as having a developmental disability:

- significantly sub-average intellectual functioning (IQ score more than 2 standard deviations below the mean for the IQ test administered)
 - related limitations in two or more of the following applicable adaptive skill domains:
 - functional academics;
 - communication;
 - self help/ daily living;
 - gross/ fine motor;
 - social/ emotional
 - manifesting itself before age 18 years.
- “Board” refers to the incorporated community residential services board.
 - “home” refers to the co-operative apartment where an individual with intellectual disabilities resides.
 - “program committee” refers to a Board appointed committee that oversees the program delivery of the individual (including individualized program plans).
 - “co-operative supervisor” refers to the live-in supervisor in the co-operative apartment.

STRUCTURE AND NUMBERING

The operational standards are grouped in sections as indicated in the Table of Contents. Each section of the manual has an Arabic Number and each operational standard within the section has an Arabic number which is a subset of the section number (e.g. 2-10). Multiples of 10 have been used to identify sequential operational standards within the same section. Reserve numbers are available for the addition of new operational standards.

RESPONSIBILITY FOR MANUAL REVIEWS, REVISIONS AND ADDITIONS

The Department of Health and Community Services will be responsible for review of the provincial operational standards regarding the Co-operative Apartment Program every three years. Specific standards may be reviewed as issues arise. Upon review and consultation, any changes and additions shall be forwarded to the RHAs for inclusion in their manuals and distribution to the Boards. Holders of the manual are responsible for keeping them up-to-date based upon revisions and additions received and advising the RHAs of any change in their mailing address.

Requests for a revision/addition in the operational standards may be received from either the Board or from staff of the RHA. The RHAs will:

- review the request for revisions/additions;
- make recommendation to the DHCS.

The DHCS will:

- assess the request and determine if it is appropriate;
- incorporate new or revised operational standard(s) in the manual; and
- distribute copies of the new or revised operational standard(s) and revised table of contents, if applicable.

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 1. Program Description

Operational Standard :1.10 to 1.40

Effective Date: April 2007

Revised

1. PROGRAM DESCRIPTION

1.10 Description

A co-operative apartment is a residential arrangement designed to provide suitable accommodation for adults with intellectual disabilities. It is usually a rented house shared by three sometimes two persons and supported by a live-in supervisor and co-operative apartment workers.

The co-operative apartment concept is meant to be a flexible program which can meet individual needs while encouraging independence. It is a transitional program designed to address inappropriate behaviours and to teach skills and appropriate behaviours that enable the individual to live in other community settings. Although transitional, the length of time an individual may reside in the program may vary based on the extent and availability of supports. It will assist the individual to attain his/her fullest personal potential and achieve functional integration and acceptance into the community.

The Co-operative Apartment Program is fully managed and operated throughout the province by Incorporated Community Residential Services Boards. It is funded by the Department of Health and Community Services with funds allocated through the Regional Health Authorities to the Residential Services Boards. Boards are required to operate the Co-operative Apartment Program in full accordance with the operational standards as prescribed by the Department. The Regional Health Authorities will monitor the Boards for compliance to the operational standards. Service agreements between the Residential Services Boards and Regional Health Authorities outline the service delivery and funding responsibilities.

1.20 Philosophy

The Co-operative Apartment Program is based on a philosophy that:

- individuals with intellectual disabilities should reside in the least restrictive residential option possible;
- large institutional environments are not appropriate places for individuals with intellectual disabilities to live;
- residential living should enhance personal inclusion in the community and facilitate greater independence;
- individuals with intellectual disabilities will require supports and services which assist them in the acquisition of skills;
- life long support can be managed in a variety of settings with placement in a co-operative apartment as part of an array of services;
- transition from a co-operative apartment should not be based on readiness; transition may occur when the life long supports to meet the varied needs of the individual can be developed in alternate settings.

1.30 Goals

The goals of the Co-operative Apartment Program are:

- to provide a transitional environment and a support plan to enable the individuals to live in a less highly structured environment in the long term;
- to provide a learning environment which allows for individualized and structured programming;
- to provide a home like environment where people enjoy normal living, have choices, responsibilities, expectations and have an opportunity to develop relationships;
- to provide a quality living environment including but not limited to diet, hygiene, health, and emotional well being;
- to provide individuals with access to available services within the community;
- to provide opportunities for continued and/or increased family contact and interaction.

1.40 Principles

- **Rights and Responsibilities**
Individuals with intellectual disabilities have the same rights and responsibilities as other citizens.
- **Empowerment**
Individuals with intellectual disabilities should be able to make their own choices, take risks and participate in the setting of their goals for personal development.
- **Participation**
Individuals with intellectual disabilities should be included in all aspects of society.
- **Inclusion**
The needs of individuals with intellectual disabilities will be met through generic programs with specialized supports and services.
- **Community partnerships**
Sustainable community capacity building activities are important in enabling individuals with intellectual disabilities to become full contributing members of their communities.

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 2. Service Delivery

Operational Standard : 2.10 to 2.80

Effective Date: April 2007

Revised

2. SERVICE DELIVERY

2.10 Service Delivery Model

The Co-operative Apartment Program is a provincial program whereby the services are implemented through a consistent, coordinated system of assessment, planning and service delivery by the RHA and incorporated community residential services boards.

Individuals are assessed to ensure they meet the eligibility criteria prior to placement and a financial assessment is completed to determine if the individual has income to pay toward the cost of the co-operative apartment.

A service plan is developed following a collaborative assessment process during which the needs of the individual are clearly defined.

The home is staffed by a live-in supervisor whose function is to ensure adequate supervision and support to the individual and to provide structured individualized programs. The supervisor may utilize co-operative apartment workers when individuals require intensive programming or supervision.

The Boards shall have a functional committee structure in place including a Program Committee. The Program Committee shall utilize RHA staff, in particular social workers and behaviour management specialists. The Board shall ensure strong linkages to the RHA and accept a representative from the RHA to attend Board meetings.

2.20 Eligibility

Individuals shall be considered eligible for acceptance into a Co-operative Apartment Program if the following criteria are met:

- the individual is older than eighteen (18) years of age, and has an intellectual disability;
- the individual requires extensive supervision, and behaviour management;
- continued residence in the natural home setting or alternate family home is not possible even with the required support services,

2.30 Admission

2.30.10 Admission Process

- Individuals shall be admitted to the Co-operative Apartment Program through a referral process from the RHA to the Board. The Board shall not accept referrals directly from individuals, families or agencies.

- The admission process is as follows:
 - the Social Worker of the RHA will complete an assessment to determine if the individual meets the eligibility criteria as defined in section 2.20 of this manual;
 - through the assessment the Social Worker must clearly demonstrate that all other alternate living arrangements and strategies have been unsuccessful;
 - the designated manager of the RHA shall review and approve the assessment and refer eligible individuals to the Board for consideration of admission into the Co-operative Apartment Program;
 - the Board, through the committee responsible for admission, shall determine the suitability of the referred individual. Factors such as age, likes/dislikes, skill level, and personal compatibility should be considered in determining if the individual is accepted for admission;
 - the Board must demonstrate compelling reasons for a rejection of the referral.

2.30.20 Pre-placement

- The Board shall have a policy regarding the pre-placement of the individual in a co-operative apartment. The pre-placement will allow the individual and/or families to become familiar with the home prior to admission. It will also allow other residents and staff to become familiar with the individual.

2.40 Financial Assessment

- All residents within the Co-operative Apartment Program must be needs tested as per the enriched needs assessment. This process will determine the amount of personal income which the individual must contribute towards the cost of operating the co-operative apartment. This form must be completed for each resident and remain on his/her file. The assessment must be completed by the staff of the RHA within 30 days following admission and reviewed annually.
- The following types of income are deemed as non-allowable and must be applied against the monthly costs of his/her maintenance in the apartment:
 - All income of individuals in excess of the employment exemptions as per Human Resources, Labour and Employment policy;
 - All income derived from Employment Insurance Benefits and Workers' Compensation Benefits;
 - Liquid assets in excess of \$3000;
 - Support trust funds in excess of \$100,000 (including principal and interest). For full regulations concerning support trusts see: www.hoa.gov.nl.ca/hoa/regulations/rc040144.htm#25
- The following list is a guideline for the amounts the individual shall contribute toward the monthly costs of his/her maintenance in the apartment:

○ Board and Lodging	\$200
○ Allowance	\$70
○ Clothing	\$49
○ Recreation	\$28
○ Work, Training, School Supplies	\$24
○ Sundry	\$13
○ Cable (monthly cost / # residents)	\$13
○ Other costs	remainder of non-allowable income

- The Board shall report to the RHA all monies paid by the individual (if they are assessed as able to contribute toward living in the co-operative apartment.) The monies must be reported as revenue and indicated on the quarterly position statement.
- Where the income of the resident changes during the course of the year, a financial assessment will be completed and the Board will be advised of any changes in the assessment. The Board shall make the required changes to the operating budget for the co-operative apartments.

2.50 Service Plans

- All individuals with intellectual disabilities who live in co-operative apartments shall have a Service Plan. The plan shall identify specific objectives to meet the goals of the program as outlined in section 1.30.
- The RHA's Social Worker shall ensure that a service plan is initiated within thirty (30) days following admission and is reviewed annually.

This plan shall:

- be based on a comprehensive assessment of the individual's strengths, needs, goals and service requirements;
- be developed through a collaborative interdisciplinary process with the full participation of the individual, his/her family, Board representative, the co-operative apartment supervisor, social worker, behaviour management specialist, other professionals involved with the individual and significant others;
- identify who will be responsible for developing and implementing the required action plans and/or obtaining necessary services.

This plan shall include, but not be limited to, the following categories:

- Residential - identified goals to support the individual in the co-operative apartment, the supports and services required on an ongoing basis and long term goals related to exit planning.
- Educational/Employment- identified goals to support the individual in post secondary or work settings and the supports and services required.
- Health- medical needs of the individual, including vision and dental care, should be reviewed to ensure that all special care needs are identified. Equipment, supplies and medication needs are identified in this area. Preventative health measures should also be identified.
- Social- attention should be given to identifying areas of interest and ensuring that the individual has access to integrated, generic social activities.
- Family Involvement- discussion should include factors such as type of family contact, visits home, vacations, etc. Continued contact with family is important especially as it relates to family involvement in decision making/medical consents as necessary.
- Emotional Needs- discussion should include access to counselling services, sessions with social worker, or other therapists including socio/sexual training (if required).
- Behavioural Needs - identified goals to support the individual's behavioural requirements in all settings.

Note: If individuals are under twenty-one (21) years of age, the format to be followed for the service plan is the Individual Support Service Plan. See the following website for details and forms: www.mcscy.nl.ca

2.60 Discharge

- An individual with intellectual disabilities may be discharged from a co-operative apartment for reasons including but not limited to :
 - a less structured environment is determined as appropriate by the RHA in consultation with the Board executive and staff , the individual, and family;
 - the home cannot appropriately meet the needs of the individual either physically, behaviourally, or emotionally, and this is documented in the individual's file.
- The Program Committee of the Board is responsible for establishing exit plans for current individuals. The exit plan is developed in full consideration of the goals identified in the service plan.
- When the individual is discharged from a co-operative apartment the Social Worker shall ensure that prior to placement in an alternate setting the individual has an adequate supply of clothing and a medical is completed;

2.70 Transfer

- Where an individual is moved from a co-operative apartment to another co-operative apartment within the Board, the parents and other family members who may be acting on behalf of the parents or guardians, should be advised and fully involved in this process from the initial planning stages to actual placement and follow-up.

2.80 Respite Services in Co-operative Apartments

Occasionally individuals living with the natural family or in alternate family care require temporary emergency respite. The co-operative apartments shall only be used for this respite in extreme emergency situations when all other community alternatives have been fully explored. The RHA shall have a policy outlining guidelines to be followed when respite referrals are made to the Board. The Board shall have a policy related to respite admissions. The policies should reflect at least the following:

- only in extreme emergency situations shall respite be allowed;
- the respite service shall be time limited and the appropriate contract signed.

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 3.Individuals' Rights & Responsibilities

Operational Standard : 3.10 to 3.20

Effective Date: April 2007

Revised

3 INDIVIDUALS' RIGHTS AND RESPONSIBILITIES

3.10 Individuals' Rights and Privileges

Individuals shall have personal rights and privileges which include, but are not limited to:

- being treated in a courteous and respectful manner;
- having service provided by knowledgeable and trained staff;
- being informed and participating in their service plan and other decisions regarding themselves;
- receiving appropriate care and services;
- receiving support in accessing services and community programs;
- being free from any action that would be deemed to be abuse, (for example, intimidation, physical, sexual, verbal, mental, emotional, material or financial, etc.)
- being free to voice concerns regarding any aspect of their service;
- having their religious beliefs respected;
- maintaining and developing natural family contacts;
- having access to quality health services including prescribed medications, vision care, dental care, and hospitalization;
- having access to post secondary training and employment;
- having unsupervised time (if identified in their service plan);
- having a same sex staff person where deemed to be a bonafied occupational requirement;
- being provided with personal privacy and privacy of possessions;
- being supported in developing and maintaining a personal social network, and;
- having all personal information protected except where such information is required to provide the appropriate supports and service.

3.20 Individuals' Responsibilities

Individuals shall have responsibilities in the Co-operative Apartment Program which include, but are not limited to:

- treating staff and other individuals living in the home with dignity;
- sharing household duties and responsibilities;
- participating in activities agreed to in the service plan;
- following household rules, (for example smoking in designated areas)

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 4. DHCS' Responsibilities

Operational Standard : 4.10 to 4.20

Effective Date: April 2007

Revised

4. DEPARTMENT OF HEALTH AND COMMUNITY SERVICES' RESPONSIBILITIES

4.10 Provincial Operational Standards

The DHCS will be responsible for:

- developing and revising provincial operational standards for the Co-operative Apartment Program in consultation with the RHA's and other stakeholders;
- coordinating research to ensure that services and decisions are based on best practice models;
- providing policy direction and support to the RHAs related to the operational standards;
- amending any changes in the operational standards related to changes in legislation and/or regulation and communicate same to the RHAs.

4.20 Funding

The DHCS will be responsible for:

- providing funding to those RHAs that provide the Co-operative Apartment Program in compliance with the operational standards;

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 5. RHAs' Responsibilities

Operational Standard : 5.10

Effective Date: April 2007

Revised

5 REGIONAL HEALTH AUTHORITIES' RESPONSIBILITIES

5.10 Responsibilities of the RHAs

The RHAs shall be responsible for overseeing the delivery of the Co-operative Apartment Program in accordance with the provincial operational standards. The RHA shall have policies related to the following processes:

- acceptance and redirection of inquiries;
- assessment of individuals for eligibility;
(see section 2.20 of this manual);
- financial assessment of the individual;
(see section 2.40 of this manual);
- admission referrals to the Board;
(see section 2.30.10 of this manual);
- development and implementation of a service plan for each individual;
(see section 2.50 of this manual);

- health care decisions

The RHA shall establish a policy in keeping with the Health Care Directives Act to provide direction to RHA staff and the Board to follow when an individual requires health care decisions to be made on their behalf.(Appendix C may assist the RHA in developing policies on this topic);

- social workers role in approving the individual for the establishment of a support trust as per the Department of Human Resources, Labour and Employment (HRLE) policy. (see Appendix D for HRLE policy);
- investigating and reporting abuse or neglect;

In the event of an allegation of an incident of abuse or neglect, the initial response of the RHA involved should focus on ensuring the immediate safety/well being of the victim of abuse or neglect. Once the emergency response to the event has been taken, the RHA involved shall ensure all necessary notifications are made and the details of the event are documented to the greatest extent possible. The RHAs shall establish policy to include but not be limited to:

- notification of police and development of protocols for notice and investigation;
- notification of family/Board of Directors and others as necessary;
- access, interaction between complainant and alleged proprietor;
- emergency response procedure for after hours;
- medical examination if deemed necessary;
- responsibility of the social worker, the Board and the RHA in the investigation of the alleged incidence of abuse or neglect.

Appendix E may assist the RHA in developing policies on this topic;

- notifying the DHCS of any major injury or death to the individual;
- assessing the individual for eligibility to receive a drug card and submitting the appropriate form to the DHCS for the card to be issued;
- identifying a Manager/Supervisor (CEO designate) with the appropriate knowledge and training to be the formal liaison person with the Board. This person will attend all board meetings, be a non-voting member of the Board, and will provide assistance as necessary on operational issues.

- Assignment of staff to support the work of the Co-operative Apartment Program;
These staff should have the appropriate knowledge and training to ensure the efficient operation of the program. These qualities are normally found in the areas of social work, behaviour management and financial services;
- provision of funding to the Board;
- guidelines for the Boards related to fiscal accountability (see Appendix B “Province of Newfoundland and Labrador Financial Requirements Guide for Residential Facilities” as an example to guide the RHAs in developing their own financial reporting and budget policies);
- establishment and monitoring of service contracts/operating agreements between the RHA and the Boards (see Appendix F for a sample service contract template);
- ongoing follow-up and monitoring of compliance to the operational standards;
- monitoring quality of program delivery and outcomes;
The RHA shall have a policy which identifies measures to evaluate the performance and the quality, efficiency and effectiveness of the service provided to ensure the needs of the individuals are being met. This policy shall include but not be limited to the following:
 - Monthly visits to the home by a Social Worker to determine any change in personal circumstances or service delivery, an indication of the quality of life at home and in the community, status of personal family relationships, and adherence to operational standards, completion of annual reports (see Appendix G for sample)
- distribution of the operational standards manual and revisions/additions to the various regional stakeholders.

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 6. Natural Families'

Operational Standard : 6.10

Responsibilities

Effective Date: April 2007

Revised

6 NATURAL FAMILIES' RESPONSIBILITIES

6.10 Responsibility of Natural Families

The support of natural family members is paramount to achieving the goals for individuals residing in co-operative apartments. To ensure that there is a mutual understanding and a respectful relationship, the natural family shall:

- openly discuss and agree to the responsibilities of all parties including but not limited to the individual, family, RHA and Board;
- acknowledge and respect the live-in supervisor's need for privacy;
- be supportive of programs, routines and schedules when visiting the co-operative apartment or having the individual home for visits;
- participate cooperatively in discussion/plans/decisions to ensure that the individual is well supported;
- provide consent for necessary medical treatment when the individual is unable to give that consent.
- sign any required service agreements with the RHA or Board.

DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

Co-operative Apartment Program Operational Standards Manual

Section 7. Boards' Responsibilities

Operational Standard : 7.10 to 7.90

Effective Date: April 2007

Revised

7 BOARDS' RESPONSIBILITIES

7.10 Responsibility for Operation

The Board is responsible for the operation and program delivery of the Co-operative Apartment Program in full accordance with the operational standards established by the DHCS and the RHA. The Board shall establish policies to guide its operation. The policies shall include, but not be limited to:

- Board Governance
- Human Resources
- Financial Administration
- Legislation, Regulation, Standards
- Health and Safety
- Property Selection, Maintenance and Repairs
- Relationships
- Monitoring Program Delivery and Outcomes

7.20 Board Governance

7.20.10 Incorporation

- The Board shall be incorporated in the province of Newfoundland and Labrador and shall adhere to all requirements of the Corporations Act.
- A copy of the Articles of Incorporation and the By-laws shall be provided to the RHA. Any changes to these documents shall be submitted to the RHA.

7.20.20 Size and Composition

- The Articles of Incorporation and/or the Bylaws of each Board shall define the process for election of Board Members, board size and composition, committees structure and the responsibilities of the governing organization;
- A management representative and/or the co-operative apartment supervisor may attend Board meetings as required to provide information and reports on the co-operative apartment operation. These persons are not voting members of the Board.
- The Board shall appoint the CEO or designate from the RHA as a non voting member of the Board to assist in its operation of the incorporated body.
- The Treasurer of the Board shall not be the Book-keeper of the Board.

7.20.30 Role and Responsibility

- The role of the Board should be clearly defined and communicated to all Board members. The role statements should include the relationship with the organization's management and supervisory staff.
- The Board shall adhere to the requirements outlined in the service agreement signed between the Board and the RHA.

7.20.40 Committees of the Board

- The Board shall establish a Program Committee. This committee is comprised of a Board member (or designate), co-operative apartment supervisor, Social Worker, Behaviour Management Specialist, co-operative apartment worker (if required), the individual, a family member, and other persons by invitation. The board member (or designate) shall chair the committee and meetings shall occur at least monthly. This committee is responsible to the Board for the following:
 - developing in house procedures for programming and implementing service and program plans for all residents;
 - ensuring that program reviews include a full assessment of long term and short term goals and identifies a method to attain such;
 - planning for the acceptance of new residents and establishing exit plans for current residents;
 - reviewing/approving program plans designed by the co-operative apartment supervisor;
 - keeping minutes of all meetings to be shared with all staff;
 - organize meetings at times that are convenient to staff.
- The Boards shall establish a committee structure that focuses on the other following areas:
 - Human Resources
 - Finance
 - Property/Emergency

7.20.50 Board Orientation and Training

- All Board members shall receive an orientation and be knowledgeable regarding the co-operative apartments they govern. The orientation shall include, but is not limited to:
 - philosophy;
 - goals;
 - principles;
 - services or service delivery model;
 - management and governance;
 - code of ethics;
 - policies and procedures;
 - insurance;
 - staff/board relationships;
 - grievance procedures;
 - individual rights, privileges and responsibilities;
 - disclosure of information;
 - due diligence;
 - advocacy.

7.30 Human Resources

7.30.10 Staffing Model

- The Board shall determine and provide an appropriate number of staff required for the individuals residing in the co-operative apartment. This determination is made in conjunction with the program committee and the RHA;
- The Board shall ensure that the co-operative apartment supervisor is scheduled to provide formal supervision to the individuals at appropriate times (e.g. in the evening, overnight and on the weekends) as individuals are usually involved with employment and post secondary education activities during the day;
- When individuals are involved in employment or post secondary education activities the co-operative apartment supervisor or workers shall not be assigned to work with them in these environments;

- In the event of the individual's hospitalization, the hospital should have the necessary staffing resources to provide care and supervision. In some circumstances, the hospital may request assistance from the co-operative apartment staff. The Board shall get approval from the RHA for this additional staff.

7.30.20 Staff Qualifications

- The co-operative apartment supervisor shall have two years post secondary education in Psychology, Special Education, Social Work or a related field, supplemented by experience in working with adults with intellectual disabilities;
- The co-operative apartment worker shall have graduated from high school supplemented by some experience in working with individuals with intellectual disabilities;
- Where a Board is unable to recruit suitably qualified staff, equivalency may be granted by the RHA;
- Where staff do not meet the full educational requirements and where approval has been obtained to hire based on an equivalency status, an employee may be required to complete additional training at the request of the Board.

7.30.30 Recruitment

- The Board shall have written policies addressing the recruitment of staff. Screening for all staff may include but not be limited to the following:
 - a clear record of conduct;
 - a minimum of two reference checks;
 - evidence of good communication skills;
 - knowledge of the community services which are available;
 - experience in working with adults with intellectual disabilities.
- The hiring of staff is coordinated through a selection committee appointed by the Board;
- Job advertisements for hiring staff should include:
 - description of job duties and responsibilities;
 - training and educational requirements for the position;
 - salary range;
 - hours of work

7.30.40 Position Description

- All staff shall have written position descriptions that are reviewed regularly and updated when necessary. The job descriptions shall include but are not limited to the following:
 - position title;
 - position duties and responsibilities;
 - required qualifications e.g. education and experience including any certificates;
 - reporting relationships.

7.30 .50 Staff Orientation

- The Board shall offer an orientation for all staff and should include but not be limited to
 - the program's philosophy, goals, principles, services, management and governance model, policies and procedures etc.;
 - the rights, privileges and responsibilities of individuals residing in the co-operative apartment;
 - duties and responsibilities of all staff;
 - role of Board and Program Committee;
 - assessing and reporting safety hazards;
 - documentation and record keeping;
 - the needs of individuals with intellectual disabilities;

- appropriate and safe use of equipment, supplies etc.;
- emergency procedures and contacts.

7.30.60 Supervision and Evaluation

- The Board shall ensure there is an evaluation process (at least annually) for co-operative apartment workers, management and administrative staff.

7.30.70 Staff Records

- The Board shall have policies governing the content of current staff records, and a retention policy on records of former staff. Such records shall include but not be limited to :
 - a résumé/application that outlines qualifications and prior experience
 - proof of course work completed;
 - two reference checks before employment begins;
 - interview notes;
 - emergency contacts;
 - certificate of good conduct/criminal records check;
 - a declaration of confidentiality;
 - agreed terms of employment;
 - pre-employment and employment training and orientation records;
 - annual performance evaluation;
 - disciplinary action records to be kept on file as outlined in employment agreement, collective agreement, or other legislative requirement;
 - Any other formalized work agreement (e.g. overtime, work schedule etc.);
 - payroll records (e.g. annual leave, attendance, etc.).

7.30.80 Personnel Policies

- All Boards shall have personnel policies and procedures for all staff which include, but are not limited to :
 - job description;
 - probationary period;
 - performance evaluations;
 - training needs;
 - grievance, disciplinary procedures, and process for termination;
 - loss of personal property;
 - working condition (e.g. hours of work);
 - wages and Benefits;
 - employment contracts (as necessary).
- Personnel policies must be established in accordance with collective agreements and other legislative requirements.

7.30.90 Collective Bargaining and Labour Relations

- The Newfoundland and Labrador Health Boards Association (NLHBA) has responsibility for collective bargaining and labour relations activities on behalf of the Boards of the Co-operative Apartment Program. The Board is expected to participate in collective bargaining activities and shall be invited to participate in direct negotiations. (See Appendix H for an overview of the NLHBA)

7.40 Financial Administration

The Board must exercise sound financial practices in delivering their services within available funding.

7.40.10 Financial Statements

- The Board shall maintain accurate financial statements and reporting using generally accepted accounting practices and in accordance with the RHAs' financial requirements for residential services.

7.40.20 Budget Preparation Monitoring

- The Board shall prepare an annual budget and submit it to the RHA at the date established by the RHA;
- The Board shall closely monitor expenditures on a monthly basis to achieve a balanced budget position at the end of each year;
- The Board must seek approval from the RHA prior to incurring expenses in excess of the annual approved budget.

7.40.30 Trust Accounts

- The Board shall establish a trust account for the individuals who have difficulty managing a bank account. These funds are the property of the individual and the Board shall act as trustee. The Board shall establish policies related to the establishment and/or maintenance of trust accounts which will include but not be limited to:
 - the account shall have two signatures for withdrawal,;
 - the withdrawals are made for resident expenses that are above and beyond budgeted items such as birthday and Christmas gifts, special basic needs, vacations, etc. Other items of expenditure or purchases would be considered after consultation with Social Worker;
 - the individuals control of their own money. Expenditures from trust accounts may be reviewed by the Social Worker in conjunction with the individual and Board Chairperson or designate on a regular basis;
 - trust account funds are to be used to offset funeral expenses and all other outstanding expenses related to the deceased individual. Any remaining funds may then be refunded to the parents or legal guardian. Where no parent is known to be living, the Board shall make representation to the RHA with regard to distribution of funds.

7.50 Legislation, Regulation, Standards

- The Board shall comply with all applicable federal, provincial, and municipal legislation, regulations, and standards including but not limited to:
 - Human Rights Code
 - Child Youth and Family Services Act
 - Labour Standards Act
 - Occupational Health and Safety Act
 - Canada Revenue Agency Policy
 - Operational Standards governing Co-operative Apartments

7.60 Health and Safety

7.60.10 Incident Reporting

- The Board shall develop procedures to ensure prompt documentation by staff of any reportable incident, (see Appendix I for sample form) provide a timely report to appropriate authorities, (e.g. Administrator/Executive Director, legal guardians or police, etc.) and take necessary corrective/proactive action to avoid a similar occurrence. Reportable incidents may include, but not be limited to the following:
 - police and fire department calls;
 - any major injury or accident;

- unauthorized absence of individuals from the home;
- any behaviour problem of an aggressive nature;
- abuse to individual by self or others;
- damage to person or property;
- medication errors;
- reports of injuries not witnessed.

The Incident Report shall contain all relevant information and should be completed stating facts only, without containing any personal comment on the incident. The Social Worker shall be notified of any serious incident/physical injury/abuse immediately, and this Incident Report shall be submitted to the Social Worker assigned to the program and the Board Chairperson or designate. Incident Reports not involving physical injury shall be submitted to the Social Worker, and are subject to further action/investigation as deemed warranted. Incidents requiring behavioural intervention shall be discussed between the Social Worker and the Behaviour Management Specialist.

7.60.20 Investigating and Reporting Abuse/Neglect

- The Board shall establish a policy on the investigation and reporting of abuse and/or neglect. These policies shall be in keeping with RHA policy so as to guide the staff of the Board in these matters

7.60.30 Tobacco Products

- The Board shall establish policies/practices that conform to the Smoke Free Environment Act, 2005 and protect others from the hazards of second hand smoke.

7.60.40 Medications Storage and Administration

The Board shall establish policies regarding medication storage and administration. These policies shall include but not be limited to :

- requirements for locked cupboards;
- proper storage and labelling in pharmacy containers;
- administration of medications to individuals including written records;
- medication errors.

7.60.50 Health Care Decisions

The Board in consultation with the RHA shall establish a policy, in keeping with the Advance Health Care Directives Act and RHA policy, for the staff to follow when individuals require health decisions to be made on their behalf. (see Appendix C as a guide)

7.60.60 Medical and Hospital Services

The Board shall establish policy regarding access to medical and hospital services to individuals which shall include:

- Dental Care – individuals are to have annual preventative dental check-ups. Funding is included under the general operating budget of the Co-operative Apartment Program. The income support program will pay for dentures in special circumstances and the cost for emergencies and extractions. Additional services may require approval from the RHA, based on the availability of funds.
- Vision Care – individuals are eligible for the vision care program of the income support program. Costs which exceed the allowable rate are funded in the general operating budget of the Co-operative Apartment Program. Special situations, (e.g. more frequent replacement, special lenses, or treatments) shall require approval from the RHA based on the availability of funds.

The Board shall contact the RHA to ensure the individual is assessed for eligibility for a drug card..

7.60.70 Death of an Individual

- In the case of the death of an individual living in a co-operative apartment, the following procedure shall be followed.
 - the Chief Executive Officer or designate of the RHA is to be notified immediately, who in turn will notify the DHCS;
 - the natural parents are to be contacted immediately. In situations where the family requires additional supports and/or service the social worker in the family's home area will be notified;
 - if parents are assuming the costs of burial then specific arrangements can be made between them and the Funeral Home;
 - if the individual resides in a co-operative apartment and does not have the financial means to provide for burial costs contact must be made with the Department of Human Resources, Labour and Employment.
 - if difficulties arise regarding the responsibility for funeral arrangements this decision will be made by the Chief Executive Officer of the RHA or designate;
 - where the RHA is making arrangements, staff should contact the Funeral Home ;
 - a report should be forwarded to the Chief Executive Officer or designate (copy to DHCS) and should include a copy of the death certificate.

7.60.80 Infectious Diseases

- The Board shall have a policy outlining the procedures to be followed to prevent the spread of infectious diseases and parasites within the premises of the home.
- The Board shall notify the Public Health Nurse in the region concerning any issues related to infectious diseases.

7.60.90 Complaints

- The Board shall have a process for documenting and addressing complaints about any aspects of service.

7.60.100 Fire Safety Legislation, Regulations and Fire Protection Equipment

- The Board shall adhere to provincial and municipal fire safety legislation and regulations and shall ensure that fire protection equipment, such as fire alarms, fire extinguishers, and fire doors are kept in good working order;
- Annual fire and life safety inspections are required to be conducted by the Government Service Centre;
- The Board shall arrange a fire and life safety inspection before occupancy for new co-operative apartments or apartments moved to another location.

7.60.110 Emergency/Evacuation Plan

- The Board shall develop an evacuation plan and shall ensure that every individual and staff member is thoroughly instructed in the method of evacuation during emergency situations and is familiar with the location of all fire alarms, extinguishers, and fire exits in the home;
- The Board shall develop a contingency plan to deal with unforeseen circumstances (e.g. staff walkout, power outages, floods, etc.)

7.60.120 Fire Drill/Emergency Numbers

- The Board shall have regularly scheduled fire drills at least twice a year;

- The Board shall post in an accessible place adjacent to every telephone in the home, the emergency number to access the local fire department, police department, ambulance service, hospital emergency department, poison control and other emergency numbers that may be required.

7.60.130 Food Handling

- The Board shall comply with the guidelines of the Department of Health and Community Services, for the preparation, serving, and storage of food. (see Appendix J)
- The Board may contact the Public Health Inspector in the region regarding any questions concerning food handling.

7.60.140 Insurance

The Board shall maintain insurances according to the current service agreement. This may include but not be limited to:

- Comprehensive Property Insurance/Home Owner's Insurance package (if applicable)
- Commercial General Liability Insurance (see schedule C of service agreement – appendix F), .
- Automobile Insurance (if applicable)

7.60.150 Transportation

- The Board shall have a policy for transporting individuals by staff that is compatible with requirements in the Motor Vehicle Act and Regulations related to seat belts, insurance, and escort responsibilities.

7.70 Property Selection, Maintenance and Repairs

7.70.10 Property Selection

- The Board may arrange to rent/lease the premises of the co-operative apartment from the public market, or may lease the premises from the Newfoundland and Labrador Housing Corporation (NLHC). Some Boards own the premises based on historical funding practices; this is no longer the preferred option.
- The Board shall establish policies related to the selection of property including but not limited to:
 - unit specification (e.g. size, location, age);
 - whether the unit should be purchased or rented;
 - the maximum amount to be funded;
 - the duration of the rental agreement;
 - conflict of interest situations.

7.70.20 Maintenance and Repair

Property Rented by the Board

- The landlord will be responsible for most if not all required repairs or maintenance. In instances where repairs or maintenance are a result of the individuals needs, the Board will be responsible for the costs;
- Where damages are incurred by the individual which are beyond normal wear and tear, it is expected that the individual responsible will be held accountable and necessary restitution made. The Board and the RHA shall determine the amount of restitution and the period of payback as part of the individual's ongoing programming.

Property Owned by the Board

- The full budget allocation would be applied against the cost of minor repairs such as room painting, replacement of doors, or other type of ongoing maintenance;
- Repairs or maintenance that are of a major nature such as painting the house, replacing the fence, or other similar large expenditure items are to be requested separate from the budget allocation;
- Whenever possible specific repairs or maintenance of a major nature should be planned in advance and necessary funds requested as part of the annual budget, within the capital requests category.

Property Leased from NLHC

- The Board includes the rental fee in their budget submission and is responsible to pay NLHC the monthly rental charge. As a result of this landlord/tenant (NLHC/Board) relationship, the following procedures concerning repairs/maintenance of the home have been negotiated with NLHC. The repairs/maintenance have been broken down to include three categories: (see appendix K for repairs included in each category)

Category I type repairs and maintenance will be the responsibility of the Board. It is anticipated that all on-going, regular type repairs and maintenance will be determined and carried out by the Board in consultation with the RHA. The terms and conditions of the lease should be referenced, where necessary. For these types of repairs, NLHC need not be contacted nor will the maintenance work force of NLHC be required to carry out these repairs. Category I type repairs and maintenance have funds allocated in the home's annual budget for this purpose.

Category II type repairs include all those replacement type repairs that are required to ensure replacement/repairs/maintenance at appropriate periods. These repairs will be requested by the Board in writing to the RHA. The RHA will review the application and make a decision. This decision will be made considering the surplus/deficit position of the home. with primary consideration to any possible health and safety risks posed.

Category III type repairs will include all major structural type repairs, replacements, additions and extensions to the property requiring a capital expenditure. Funding to underwrite these repairs will be provided by NLHC from bank financing, capitalized and recovered from the RHA through an increase in the monthly rent spread over the useful life of the applicable building. (e.g. major roof repairs, at twenty years). These repairs will be carried out by the NLHC at the request of , and in consultation with the Board and RHA.

Any renovations other than cosmetic must be reviewed by the Government Service Centre. Thus information should be forwarded to this agency indicating an outline of the changes and a cost estimate. Any renovation whether minor or major which will result in structural changes to the home must be reported as indicated. The Board in conjunction with the RHA is responsible for ensuring that such is forwarded to the Government Service Centre.

7.80 Relationships

7.80.10 Confidentiality

- The Board shall have a policy regarding confidentiality. This may include but not be limited to :
 - a process for obtaining consent to allow personal information on the individual to be shared with professionals in the community;
 - a process for staff to sign an oath of confidentiality;

- a process to follow in the event of a breach of confidentiality

7.80.20 Family Relationships

- To foster a harmonious relationship the Board shall establish a policy outlining the relationships between the Board , the natural family and the individual.

7.90 Monitoring Quality of Program Delivery and Outcomes

7.90.10 Monitoring and Evaluation

- The Board shall have policies and processes in place to evaluate its performance and the quality, efficiency, and effectiveness of the services provided to individuals with intellectual disabilities.

7.90.20 Statistical Requirements

- The Board shall have appropriate procedures to gather statistics. Statistical reports as required by the RHA shall be submitted to the Regional Health Authority on a monthly basis. Statistics may include but not be limited to :
 - number of co-operative apartments;
 - number of individuals in each house;
 - number of discharges;
 - number of new admissions.

7.90.30 Review of Standards Manual

- The Operational Standards Manual will be reviewed by representatives of the Department of Health and Community Services, The Regional Health Authorities, and Board every three years.

Appendix A

Residential Services Historical Overview

Appendix A

Residential Services Historical Overview

The residential services for persons with disabilities provided by the Province expanded in 1982 into a community based service system which enabled the closure of Exon House & Children's Home (institutions for children/young adults with intellectual disabilities). Community residential options such as group homes and developmental maximization units, and support services were created for those leaving the institution as well as for those in the community who needed support services. The result was a new service system with a range of services and supports to prevent the need for out of home placement. Emphasis was placed on the provision of in-home supports that would strengthen children's services and stem the need for institutional placements for children and young adults. Collaborative teamwork and individual program planning were an integral part of the effort and resulted in the provision of community based supports for individuals with complex needs.

In the 1990s, the group homes and developmental maximization units experienced increased costs and their service delivery began to shift away from a client focus to having institutional qualities. An initiative was undertaken to move individuals from group homes and maximization units, close those programs and relocate funding to expand program areas such as the home support program. Policies for this program were revised to better reflect what was needed by individuals with disabilities. Alternate Family Care Homes, Individualized Living Arrangements and Cooperative Apartments were developed and became essential elements in the new delivery system.

This community based residential living model is the current model for residential services for persons with intellectual disabilities. The Department of Health and Community Services is currently working on a long term care and community services policy framework including a new disability supports program.

Appendix B

PROVINCE OF NEWFOUNDLAND & LABRADOR FINANCIAL REQUIREMENTS GUIDE FOR RESIDENTIAL FACILITIES

Note: This is the guide which was historically used for the Co-operative Apartment Program prior to the devolution of the program to the RHAs; the language used is now obsolete. This document is meant to be used as a guide by the RHA's and the Boards in developing their own policies on financial requirements.

APPENDIX B

**PROVINCE OF NEWFOUNDLAND & LABRADOR
FINANCIAL REQUIREMENTS GUIDE
FOR
RESIDENTIAL FACILITIES**

Department of Health & Community Services

Financial Responsibilities of Organization being Funded.....	1
Financial Reporting.....	1
Payments/Procedures	1
Staffing	2
Increase in core staff complements	2
Temporary Staff	2
Salary Increases.....	2
Employee Benefits	2
General Financial Policies	2
Financial Liability Relating to Legal Action or Employee Disputes.....	2
Funds Held in Trust.....	3
Deficit/Surplus	3
Budgeting Flexibility	3
Inspection of Records.....	3
Fundraising Revenues/Donations.....	3
Expenditure Norms	4
Capital Expenditure.....	4
Chart of Accounts	4
Retention of Records.....	4
Wind-up Procedures.....	4
Expenditure Categories.....	5
Salary Accounts	5
Core staffing.....	5
Temporary staff.....	5
Payroll tax	5
Statutory Holidays.....	5
Overtime	5
Extra assistance	5
Other salary costs	5
Employee benefits.....	5
Operating Accounts	6
Administration	6
Capital Acquisition.....	6
Food/Household Supplies	6
Insurance	6
Interest: Service Charge	6
Long Term Debt.....	6
Municipal Taxes.....	6
Personal Loss	6
Professional Fees.....	6
Purchased Services.....	6
Rent	6
Repair and Maintenance - Buildings & Equipment.....	7
Replacement of Minor Furnishings and Equipment.....	7
Resident Funding	7
Staff Training	7
Staff Travel	7
Telephone.....	7
Utilities	7
Revenues	7
Grants/Subsidies.....	7
HST Rebate	7
Worker's Health Safety & Compensation Payments	7
Fundraising/Donations	7
Resident Contribution	7

Other	8
Departmental Funding	8
Surplus/Deficit	8
Guidelines for Completion of Budget Position Statement	9
General	9
Report Preparation	9
Original Budget	9
Budget Adjustments	9
Budget Approved To Date.....	9
YTD Actuals	9
Projections.....	9
Revised Budget	9
Variance Surplus/(Deficit).....	9
Note #	9
Special Funding Request	9

Financial Responsibilities of Organization being Funded:

Financial Reporting:

- An annual budget proposal related to the services being provided must be submitted on the prescribed forms for the Government fiscal year by due dates established by Treasury Board guidelines (usually October or November of the year prior). Organizations should be aware that funding might not be approved in the amount requested in their submission. Programs should not be adjusted to higher rates of expenditure prior to notification of the amount of funding authorized.
- Full reporting (balance sheet and budget position statement) on a quarterly basis to be submitted to the department by the 30th day of the month following the end of the quarter using the prescribed forms. The assurance that regular payments will be made is dependent upon the receipt of timely and accurate financial information. The organization must ensure that such information is received as per departmental deadlines. Failure to comply with reporting deadlines will result in a delay of subsequent payments.
- It is expected that full reporting on a monthly basis would be completed by the organization and will be available to the department upon request.
- All special funding requests will only be considered if the most recent financial statements are available.
- Audited financial statements to be submitted annually to the department no later than ninety (90) days following the close of the fiscal year. For those agencies with multiple facilities the audits should include detailed financial statements for each facility and a consolidated financial statement for the agency. This submission should include the management letter that was issued by the auditors for that period. Auditors are to be appointed annually by the Board of Directors. The assurance that regular payments will be made is dependent upon the receipt of timely and accurate financial information. The organization must ensure that such information is received as per departmental deadlines. Failure to comply with reporting deadlines will result in a delay of subsequent payments.
- All budget position statements and audit financial statements are to be prepared using the accrual method of accounting.

Payments/Procedures:

Payments will be made on a quarterly/monthly basis and will be based on the approved budget.

Staffing:

- **Increase in core staff complements:**

Where an organization is contemplating a revision in its staff complement which will either immediately or in the future require funding from the Department, they must have the prior approval of the Department before action is taken. It should be noted that requests for additional or modified staffing should include a job description and an explanation of the necessity and benefit of the position to the organization.

- **Temporary Staff:**

Where it becomes necessary to hire additional staff over and above the approved staffing model the prior approval of the Department must be obtained.

- **Salary Increases:**

The Department will only fund salaries as per the approved budget. In the event that additional funding is required to fund salary increases, reclassification and negotiated increases, prior approval is required.

- **Employee Benefits:**

Employer sponsored benefit programs will only be funded in accordance with the approved budget. In the event that additional funding is required for employee benefits prior approval is required.

General Financial Policies:

- **Financial Liability Relating to Legal Action or Employee Disputes:**

The organization must notify the department on any legal action taken against the organization or any ongoing potential liabilities related to employee action or any other such matter. Further, the organization will not make any financial commitment related to any of these matters without the prior approval of the department. It is noted that the foregoing would only relate to those situations where the department has a vested interest.

General Financial Policies (cont'd):

- **Funds Held in Trust:**

Funds received by the organization on behalf of the individuals for their personal use are to be set up and operated as monies held in trust for the personal use of the individuals involved. An example of this would be the Special Children Allowances. These amounts are not to be included in the monthly budget position statements. The balance of funds held in trust must be included on the balance sheet of the quarterly financial sheets and as well on the audited financial statements.

Each organization is expected to follow accounting procedures for the receipt and disbursement of monies received and spent on an individual basis, in accordance with Trust Accounting Guidelines. Whenever a resident terminates his/her period of stay any balance remaining in the trust account for that individual must be refunded to that individual or his/her guardian, after consultation with the Social Worker involved with that particular case history.

- **Deficit/Surplus:**

Deficit:

At the end of each fiscal year, upon completion of the audited financial statement, the organization will deal with any deficit position that exists. Deficit financing will not be considered by the Department.

Surplus:

At the end of each fiscal year, upon receipt of the audited financial statement, the Department in consultation with the organization will address any surplus position that exists. The Department may permit the retention of a portion of the surplus based on needs identified by the organization.

- **Budgeting Flexibility:**

After the approval of the annual budget each organization will have the flexibility to move funds from one account to another. Transfer of funds can only be actioned to meet essential operating requirements of the organization. There are two exceptions to this policy:

- Funds cannot be transferred out of Resident Funding Account.
- Funds cannot be utilized to acquire capital items in excess of the approved budget.

- **Inspection of Records:**

The Department reserves a right to examine all documents of a financial nature.

- **Fundraising Revenues/Donations:**

Residential facilities which are fully funded by the Department should have no reason to fundraise for general operating costs; however, some boards may wish to provide services/items outside of the regular budget. Fundraising for such items will require the prior approval of the department.

Any revenue generated from fundraising activities must be used for the benefit of the clients served. Since these funds are viewed by the Department as being designated for specific purposes outside of the budgetary items the Department may not apply these revenues as a reduction to its funding of normal operations. Please note that in completing the alternate revenue section of your budget submission include only that portion of fundraising revenue which is over and above that designated for special purposes.

- **Expenditure Norms:**

To assist in the annual budget preparation at the organizational level, the Department will undertake to set allowable limitations of expenditure for various selected accounts.

- **Capital Expenditure:**

The prior approval of the Department will be required for any capital items in excess of that approved in the budget. The normal method of funding capital items will be to request the organization to arrange financing for a specified period and then to include both the principal and interest payments in the long term debt account in their annual current account budget submission. Note: In instances where capital expenditures are required on an emergency basis, such occurrences must always be followed up in writing. Classification of an emergency situation will be at the discretion of the Health & Community Services Board involved with that particular organization.

- **Chart of Accounts:**

Chart of Accounts will be maintained in accordance with departmental guidelines. (See attached)

- **Retention of Records:**

All financial records, books of account must be retained for a period of seven (7) years. Financial records may not be destroyed without the prior approval of the department.

- **Wind-up Procedures:**

- Surplus funds to be returned to the department.
- Where a deficit exists a detailed explanation of any indebtedness to be forwarded to the department for consideration.
- All movable assets should be returned to the department for appropriate distribution.
- In those situations where the department had been responsible for full payment for the mortgage of the facility the ownership of this residence should be transferred to the department.
- In situations where the residential facility is owned by the service provider, and where major renovations have been provided by the department and the service provider voluntarily terminates the service agreement, reimbursement of a portion of these expenditures to the department may be required. The formula used to determine the amount will be based on the expected life of the renovations and the amount of time that has elapsed since the renovations have been completed.

- All records should be returned to the appropriate designated official of the department for appropriate action.
- Human Resources Issues
 - The required notice of layoff should be provided in accordance with prescribed agreements or legislation.
 - Any outstanding compensation and applicable benefits should be settled.
 - All outstanding labour relations issues should be resolved by the employer and notification of same made to the department.
 - All outstanding legal matters should be resolved by the employer and notification of same made to the department. All correspondence related to the foregoing should be included.
- Incorporation

Appropriate winding up procedures to be followed with respect to the corporation.

Expenditure Categories

SALARY ACCOUNTS:

- **Core staffing** - all salary payments to permanent staff and temporary staff hired to replace permanent employees on unpaid leave.
- **Temporary staff** - this account will only be used in situations where an employee is hired for a specific period of time to perform a specific duties - prior approval is required.
- **Payroll tax** - at established rates.
- **Statutory Holidays** - costs associated with the payment of time and one half for 9 statutory holidays worked.
- **Overtime** - time worked over and above normal working hours.
- **Extra assistance** - leave relief for additional paid leave such as annual leave, sick leave and family responsibility. May include other areas of approved leave.
- **Other salary costs** - shift differential to cover evening/night and weekend shifts. Should include Labrador Benefits where applicable.
- **Employee benefits** - includes all employee benefits according to established rates. Normal categories include employer share of employee CPP, EI, WHCC, Group Health &

Life Insurance and pensions if applicable.

OPERATING ACCOUNTS

- **Administration:**

Includes postage; stationary and other related items.

- **Capital Acquisition:**

Items in excess of \$500 for replacement of furniture and equipment, repairs and major renovations.

- **Food/Household Supplies:**

Used for the purchase of food; cleaning supplies, dishes, utensils and other household items. May include cost of purchase of medical supplies and other non-prescribed medication.

- **Insurance:**

Used for all types of insurance coverage.

- **Interest: Service Charge:**

Used for interest on your short term borrowing, plus bank service charges. Does not include interest on long term debt.

- **Long Term Debt:**

Should reflect actual payment on long term debt including interest.

- **Municipal Taxes:**

Payment of such taxes as water/sewer, property, poll and in some cases business tax.

- **Personal Loss:**

Compensation for damages to property, staff and third parties.

- **Professional Fees:**

Used to cover such fees as legal, accounting, auditing, engineering, and non-resident consulting and counselling services.

- **Purchased Services:**

Includes security contracts, photocopier rentals, pager, cable, fax machine, advertising, payroll services and other such items purchased from outside agencies.

- **Rent:**

Rental of premises only. Does not include equipment rentals.

- **Repair and Maintenance - Buildings & Equipment:**

Used for all costs anticipated for the repair and maintenance of buildings, equipment and grounds.

- **Replacement of Minor Furnishings and Equipment:**

Used for the replacement of furnishings and equipment where the unit cost does not exceed items in excess of approximately \$500. Items in excess of this limit are to be requested as capital items. May include the purchase of bed linens and draperies.

- **Resident Funding:**

This category will include program funds, spending allowance recreation costs, school/work supplies, sundry, transportation, clothing, vacations, special medical needs for individual residents as needed. Where individuals have their own personal resources these funds are to be used where applicable prior to using this account to cover those expenditures.

- **Staff Training:**

Used for all costs associated with the training of staff and boards. Examples are: Registration fees, travel, accommodations and other related costs. Staffing costs related to same are included in Extra Assistance.

- **Staff Travel:**

Used for travel costs of staff other than those directly associated with staff training.

- **Telephone:**

Self explanatory.

- **Utilities:**

Heat, light and propane.

REVENUES:

- **Grants/Subsidies** - any grants received from other levels of government or subsidies received from other organizations, CMHC mortgage subsidies, etc.
- **GST Rebate** - used to record HST rebate received from the Federal Government.
- **Worker's Health Safety & Compensation Payments** - this account is to be used to record all revenues received from the Commission related to injured employees.
- **Fundraising/Donations** - self explanatory.
- **Resident Contribution** - this account is to be used to record the amount paid by a client as his/her share of living expenses.
- **Other** - to be used to record all other sources of revenues not mentioned above.
- **Departmental Funding** - to record all funds paid by the department which would include quarterly payments and special funding.

SURPLUS/DEFICIT:

This will be the difference between your net operating position and departmental funding.

**GUIDELINES FOR COMPLETION OF
BUDGET POSITION STATEMENT**
(Quarterly Financial Statement)

General

The Budget Position (Quarterly Financial) Statement is to be prepared by all organizations. This financial report is a very useful tool for the management of the organization and is also essential to the department in providing accurate and up-to-date financial information. This information is used by the department in assessing its overall budgetary needs as well as determining whether approval will be considered for special funding requests. The accuracy of all projections provided is of the utmost importance both to the organization and the department.

Report Preparation

Original Budget - Enter the amount of the original budget allocation for each account. This amount will be the approved budget provided by the Department at the beginning of the fiscal year. This amount will not change.

Budget Adjustments - Enter the amount of any additional approvals by the Department in the appropriate categories of expenditure, upon receipt of notification of approval from the Department. In order to keep track of all budget adjustments it is requested that your notes related to each expenditure category include a summary of all budget approvals to-date which would include the date approved, amount approved and the special request reference number or explanation.

Budget Approved To Date - Enter the total of the Original Budget and all approved Budget Adjustments.

YTD Actuals - Enter the actual revenue and expenditure amounts to the end of the reporting period as recorded in the General Ledger.

Projections - Enter the amount of anticipated revenue and expenditure for the remaining months of the fiscal year. It is recommended that the process of determining projected expenditure be a joint effort on behalf of the accountant, a representative of the facility and the treasurer. The Department will provide support to this process where requested by the organization. Supporting calculations as to the basis for projections, should be maintained.

Revised Budget - Enter the total of the Year-to-Date Actual and Projections to year end.

Variance Surplus/(Deficit) - Enter the difference between the Revised Budget amount and the Budget Approved to-date.

Note # - Explanations are required for all variances and should be referenced by Note

Numbers. Explanations must be sufficient in detail so as to allow the Department to evaluate each individual variance for the purpose of determining whether any action is required.

Special Funding Request - Upon completion of the Budget Position Statement if a major variance exists after all accounts have been taken into account for which the Board will be seeking reimbursement a Special Request Form must be provided with the most recent financial statement.

BUDGET POSITION (Quarterly Financial) STATEMENT for

for the quarter ended: _____

ACCOUNT	1	2	3	4	5	6	7	N O T E #
	ORIGINAL BUDGET	BUDGET ADJUSTMENT	APPROVED TO DATE 1 + 2	YTD ACTUAL	PROJECTIONS	REVISED FORECASE 4 + 5	VARIANCE SUR/(DEF) 3 - 6	
EXPENDITURE:								
Salaries:								
Core Staffing								
Payroll Tax								
Overtime								
Statutory Holiday								
Extra Assistance								
Other Salary Costs								
Employee Benefits								
SUB TOTAL								
Administration								
Capital Acquisitions								
Food/Household Supplies								
Insurance								
Interest / Service Charges								
Long Term Debt								
Municipal Taxes								
Personal Loss								
Professional Fees								
Purchased Service								
Rent								
Rep/Mtce-Bldg & Eqpt								
Replacement of Minor Eqpt								
Resident Funding								
Staff Training								
Staff Travel								
Telephone								
Utilities								
SUB TOTAL								
TOTAL EXPENDITURE								
LESS: ALTERNATE REVENUE								
Grants / Subsidies								
HST Rebate								
Workers Comp. Rebate								
Fund Raising / Donations								
Resident Contribution								
Other: Specify								
SUB TOTAL								
Net Operating Position before HCS Funding								
Less: HCS Funding								
Surplus / (Deficit)								

Prepared By: _____

Accountant

Reviewed by: _____

Treasurer

Appendix C

Health Care Decision

The following policy was historically used for the Co-operative Apartment Program prior to the devolution of the program to the RHAs. It may be used as a guide by the RHAs in establishing their own policy on health care decisions on behalf of the individual with intellectual disabilities.

Appendix C

The following may be used as a guide by the RHA's in establishing policy on health care decisions on behalf of the individual with intellectual disabilities.

The RHA shall ensure that the policy dealing with a health care decision on behalf of the individual with intellectual disabilities in the Co-operative Apartment Program shall include but not be limited to the following:

- (A) The term "health care decision" is defined in Section 2 (b) of the Advance Health Care Directives Act as follows:

"health care decision means a consent, refusal to consent, or withdrawal of consent of any care, treatment, service, medication, or procedure to maintain, diagnose, treat, or provide for an individual's physical or mental health or personal care and includes life-prolonging treatment, psychiatric treatment for a persons who has not been admitted under section 5 of the *Mental Health Act* to a treatment facility, the administration of nutrition and hydration and admissions, other than under section 5 of the *Mental Health Act*, to treatment facilities and removal from those institutions.

- (B) When such decisions are required for individuals with intellectual disabilities who are living in any setting under the residential services program the following procedure should be followed:

- (i) where the resident is not a child or otherwise lawfully under the guardianship of the Director (in region) of Child Youth and Family Services or the Director of Neglected Adults, and where he/she, is capable of giving "informed consent," he/she should do so.

- (ii) where the resident is not a child or otherwise lawfully under the guardianship of the Director (in region) of Child Youth Family Services or the Director of Neglected Adults and where the individual is not competent to give informed consent, the consent is to be obtained from a substitute decision maker chosen from the following list in descending order as per Section 10 of the Advance Health Care Directives Act:

- (a) the incompetent person's spouse;
- (b) the incompetent person's children;
- (c) the incompetent person's parents;
- (d) the incompetent person's siblings;
- (e) the incompetent person's grandchildren;
- (f) the incompetent person's grandparents;

- (g) the incompetent person's uncles and aunts;
 - (h) the incompetent person's nephews or nieces;
 - (i) another relative of the incompetent person; and
 - (j) the incompetent person's health care professional who is responsible for the proposed health care.
- (C) For categories which could involve more than one person (all except spouse and health care professional), for instance "children," all of the known children or persons in the category will be contacted. There is no rule stating that the eldest child or person in the category should be contacted first.
- (D) Once an attempt has been made to contact all known persons in the category, those persons who are available and willing to act as substitute decision maker(s) must reach a majority decision.
- (E) If only one person in the category is available and willing to act as a substitute decision maker, that person can act singularly.
- (F) Section 10 of the Advance Health Care Directives Act operates by process of elimination. If the first category of persons is not available, does not exist, refuses to take on the role of substitute decision maker, or is unable to reach a majority, the next category will be used. This continues until the only person remaining to act as the substitute decision maker is the health care professional treating the person.
- (G) If a substitute decision maker referred to in (ii), other than a court appointed guardian, the Director of Neglected Adults or a health care professional, has not had contact with the resident at some time during the preceding 12 months, he/she may not act as a substitute decision maker unless an application is made to the Trial Division, Newfoundland Court to shorten or waive the 12 month requirement.
- (H) If no substitute decision maker is available, staff of the RHA shall make application to the Trial Division, Newfoundland Court seeking authority for the medical procedure.

Appendix D

Support Trusts

The following policy is the Department of Human Resources, Labour and Employment's policy on support trusts from the Income Support Policy and Procedure Manual. It should be used as a guide by the RHAs in establishing policy on the social workers role in approving the individual for the establishment of a support trust.

Appendix D Support Trusts

DEPARTMENT OF HUMAN RESOURCES & EMPLOYMENT	SECTION: ELIGIBILITY CRITERIA	REFERENCE NUMBER 3320
	SUBJECT: SUPPORT TRUSTS	
INCOME SUPPORT POLICY AND PROCEDURE MANUAL		
REVISION DATE: 2002 03 01		

SUPPORT TRUSTS

BACKGROUND:

Many parents who have adult children with disabilities have expressed concern about the future of their adult children when they are no longer around to support them. Many of these youth/adults with disabilities currently receive financial and other supports from government. These supports are limited to meeting only the basic needs of these individuals, i.e., Social Assistance and Home Support Services. Families also provide supports and services that meet the additional needs of these youth/adults that enhance the quality of life for these individuals. There are a limited number of parents who are in a position to help ensure the future well being of their disabled adult children. In the past, the *Social Assistance Regulations* limited their ability to invest in their children's future without affecting the individual's access to the basic financial and other supports provided by government.

The Department of Human Resources and Employment in conjunction with the Department of Health and Community Services and the Newfoundland and Labrador Association of Community Living (NLACL) developed a proposal for a Support Trust amendment to the *Social Assistance Regulations* which was accepted and approved by Government effective October 2001. As a result, Sections 2 and 12 of the *Social Assistance Regulations* were amended.

3320 Definition of a Support Trust

A Support Trust is a regular trust fund where the capital and interest, are considered exempt when determining eligibility for Social Assistance and other disability-related support services, i.e., Home Support Services, Special Assistance Program, Prescription Drug Program, etc., provided the beneficiary is a person with a disability that requires supportive services to aid independent living.

A Support Trust is a trust fund established for the benefit of the client. In most cases, at least three people are involved when a trust fund is established: the *settlor* who creates the trust fund; the *trustee*, whose duty is to carry out the terms of the trust fund; and the *beneficiary*, for whose benefit the trust fund is created. In some cases, the beneficiary

may also be in a position to be part of the decision making process in the administration of the trust fund.

A Support Trust is intended for the use of the beneficiary and, as such, funds from the trust fund are to be used to enhance the well-being of the beneficiary (client). This would insure the Support Trust is not used as an avenue to safeguard funds, but a mechanism to provide 'support' for the beneficiary to purchase those items or services that cannot be provided through the Social Assistance program or programs offered by Health and Community Services.

3321 Exempt Amount for a Support Trust

The exemption limit for a Support Trust is set at a maximum of \$100,000 in liquid assets (including capital and interest) at any given time. This maximum amount can be obtained through one or multiple contributions.

3322 Definition of Supportive Services

The definition of supportive services includes home support services, not including professional services, residential alternatives such as individual living arrangements and alternate care facilities, supported employment, health supplies and equipment.

3323 Role of the Department of Health and Community Services

In order to be eligible for Social Assistance and have a Support Trust, the applicant/client or representative must first obtain proof that the applicant/client is a disabled person requiring supportive services. In order to obtain this proof the applicant/client or representative is to be referred to the Department of Health and Community Services, via the local Health and Community Services Board to have an assessment completed by a Social Worker.

Note: In most cases, this information is readily available through the Health Community Services Boards as a vast majority of these cases, are already known to them.

The assessment will be used to determine if the applicant/client meets the minimum criteria of requiring supportive services. The applicant/client or representative is responsible for obtaining this information and providing it to the Client Services Officer.

The information provided by the Social Worker who completes the assessment, must include the date in which the assessment was completed and the date when the assessment was approved. The letter must be dated and indicate if and when another assessment is required.

3324 Support Trust Information

In order to consider a trust to be a Support Trust, the following information is required:

- Date when the trust fund was set up;
- Name of the Trust Fund;
- Name of the trustee;
- Name of witness;
- Name of the beneficiary;
- Name of settlor;
- Name of institution, such as a bank or trust company where the capital of the trust is kept;
- Present balance of the trust, and
- Any other conditions of the trust such as directions outlined by the settlor for the trustee to carry out.

3325 Approval Process

When an applicant applies for an exemption of funds held in a Support Trust, the applicant and/or Trustee must be informed of the procedure. Once the appropriate documentation and supporting information, outlined in **Section 3324**, is obtained, plus verification from the Health and Community Services Board, the information is to be forwarded through the appropriate management levels to the **Regional Manager for approval**. The Regional Manager may wish to discuss the documentation obtained from the Client Services Officer with the Income Support Division to ensure the Trust meets the guidelines of a Support Trust. If there are any concerns, the Department of Human Resources and Employment will refer the information to the Department of Justice for an opinion.

Once approval is given, the Regional Manager must inform the beneficiary and the Trustee in writing of the conditions surrounding the approval. It is important that unless the trustee is willing to abide by the conditions, (**Section 3326**) then the trust cannot be considered a Support Trust, and if the amount exceeds the liquid assets limit outlined in **Section 12 (2)** of the *Social Assistance Regulations* then there is no eligibility for Social Assistance.

3326 Conditions Attached to a Support Trust

As stated in **Section 3321**, a Support Trust is meant to offset the exceptional costs associated with a person with a disability, not covered by the Department of Human Resources and Employment or the Department of Health and Community Services. To ensure that the Support Trust is used for its intended purpose, a minimum of 2% of the capital plus the annual interest must be spent annually to purchase items and/or services for the client. In the event that this amount is not spent on the client, or the full amount is not spent, then the value of the 2% of the capital plus the annual interest less expenses and any amount spent on the client will be considered as non-allowable income and

deducted from the amount of financial support provided by the Department of Human Resources and Employment.

The revenue from the Support Trust (2% of capital + interest) can be used to provide for any item/service that is deemed to enhance the well being of the beneficiary(client) that are not provided by the Department of Human Resources and Employment or the Department of Health and Community Services. The guiding principle is that the expenditure is to be used for the well-being of the beneficiary (client).

It is not possible to provide a list of all the items/services that fit into the category as being “legitimate” expenditures. Providing a list may in fact limit the discretion of the trustee in providing support to the client. However, such items/services could be trips to visit relatives, furniture, recreational pursuits, clothing etc. The overriding consideration, is that the funds from the trust fund are to be used to “enhance the well-being” of the client. The Regional Manager will have discretion in evaluating the expenditure spent in the past year from the trust fund to ensure that it meets the general guidelines outlined in **Section 3220** as to how a Support Trust is to be used. Consultation with the Income Support Division is available.

3327 Obligations of the Trustee

When a client applies for Social Assistance and has a Support Trust, the trustee must be aware of his/her obligations to consider the trust fund to be a Support Trust. The trustee must provide the appropriate information outlined in **Section 3323**. In addition, the trustee must provide an annual statement outlining the details of the trust, such as the capital at the beginning of the year, the interest earned and the details of the funds spent on the beneficiary (client) throughout the year.

Once Social Assistance is approved for the client, the Client Services Officer must inform the trustee of his/her obligations in order to maintain Social Assistance and that failure to provide the required information can result in Social Assistance being discontinued.

3328 Small Amounts in Support Trusts

There will be situations where individuals/families have small amounts in a trust fund. A trust fund can be set up for any amount. In some situations the amount of the capital in the Trust Fund can be less than the allowable liquid asset exemption. In the event that the capital in a trust fund is below or is reduced to an amount that is below the exempt amounts listed in **Section 12 (1) & (2)** of the *Social Assistance Regulations*, the rule that requires the individual/family to spend 2% of the capital plus the annual interest no longer applies. In these situations, the Trust Fund is considered a liquid asset, and the amount will be considered exempt with no obligation to spend any amount.

3329 Review

The purpose of Support Trust is to ensure that income from the trust is being used for the benefit of the beneficiary. Consequently, it is necessary these cases are reviewed annually on the anniversary date, or earlier if necessary, to ensure that the conditions of the Support Trust are being met.

Cases with a Support Trust are to be managed outside the regular review process. The Regional Manager is required to ensure that either the District Manager or Supervisor maintain a review system on these cases. Families will be given notice (in writing) when a review is require, to ensure the appropriate documentation is obtained in a timely fashion.

When conducting the review the trustee is required to provide proof of the financial circumstances of the trust amount, less expenses, if any, spent on the beneficiary.

If necessary, a review of the status of the client may be required, if there is any consideration that the person may no longer be a person requiring supportive services.

3330 Death of the Beneficiary

Since it is generally understood that a Support Trust was created for the benefit of the client, it is expected that the residual value of the trust is to be used to offset the funeral expenses of the beneficiary (client).

Appendix E

The following policy was historically used for the Co-operative Apartment Program prior to the devolution of the program to the RHAs. The following policy may be used as a guide by the RHAs in establishing their own policy on the investigation of Abuse/Neglect

Appendix E

The following may be used as a guide by the RHAs in establishing policy on the investigation of Abuse/Neglect

The RHA is responsible for ensuring quality care and well-being of individuals residing in co-operative apartments. It is critical that each and every allegation of abuse or neglect be investigated. The following procedures may be considered by the RHA's in developing policies on the investigation of abuse/neglect. The policies may include but not be limited to:

- (A) When a complaint is received, the Social Worker taking call shall determine the nature and basis of the complaint. This information will then be discussed with the appropriate Board designate.
- (B) The Chief Executive Officer or designate must be advised immediately and a Social Worker will be chosen to conduct the investigation. The Social Worker chosen is to be from an office other than that of the Social Worker supervising the home, whenever possible. The investigation must commence immediately.
- (C) The DHCS is to be advised immediately by the Chief Executive Officer in advance when an investigation is being initiated. This is to be followed by a written report.
- (D) If there appears to be a basis to a complaint of physical or sexual abuse, the matter will be immediately referred to the police for joint investigation.
- (E) The natural parents of the individual shall be notified.
- (F) The Social Worker assigned to the home will immediately advise the caregivers of the complaint and that an investigation will be initiated. However, where the safety of the individual or the integrity of the investigation would be jeopardized, there may be no notice to the caregivers prior to the beginning of the investigation.
- (G) The Social Worker/investigator must immediately assess risk to the individual by:
 - (a) seeing the individual, and
 - (b) interviewing the caregivers and will then determine what action to take in relation to the individual.
- (H) The decision to remove the individual from the home pending completion of the investigation will be based on consideration of whether he/she might be physically or psychologically harmed if left in the placement. Unnecessary moves shall be avoided as the complaint may be found to be unsubstantiated.

- (I) During the process of the investigation, the Social Worker/investigator shall determine:
- what happened
 - who was involved
 - when it happened
 - circumstances surrounding the incident
 - seriousness of the situation
 - conclusions and recommendations

The Social Worker/investigator shall include in the investigation all persons who may have information which will assist in the completion of a thorough, conclusive and impartial investigation.

- (J) The Social Worker/investigator shall prepare a written report for the Chief Executive Officer or designate who will determine if the investigation is complete or if further action is warranted. A copy of this report should also be filed with the designed manager of the RHA..

- (K) The investigation shall be completed within thirty (30) days. If circumstances prevent the completion of such within this time frame, the Chief Executive Officer or designate will advise the DHCS of the reasons for the delay and the expected date of completion.

The caregivers will also be advised by the Chief Executive Officer or designate that the time line will not be met. If the reasons for delay rest with the RHA, these may be shared with the caregivers.

- (L) The completed report will be copied to the DHCS.

- (M) When the investigation is completed, the caregivers will be advised immediately as to whether the RHA considers the complaint to be substantiated. The decision will be confirmed in writing from the Chief Executive Officer or designate. The letter will include an offer to discuss the issues with caregivers.

- (N) It must be emphasized that the investigation of a specific complaint and the assessment of the home for further use must be dealt with as two separate issues. Following the completion of the investigation the Social Worker assigned to the home will assess the suitability of this resource for further use in the context of the quality of the overall care provided.

Appendix F

Service Agreement Sample Only

APPENDIX F SERVICE AGREEMENT (SAMPLE)

THIS AGREEMENT made at _____ in the Province of Newfoundland and Labrador this _____ day of _____, _____.

BETWEEN _____ Regional Health Authority, a statutory corporation by virtue of the *Regional Integrated Health Authorities Order* made under the authority of Sections 4 and 21 of the *Hospitals Act*. (hereinafter called the “RHA”).

of the one part

AND: _____ (hereinafter called the “Service Provider”)

of the other part

WHEREAS:

- (1) the Service Provider has represented its willingness and ability to provide certain services specified in the Program Description in the attached Schedule “A” with the assistance of the RHA;
- (2) the RHA has the authority to delegate the delivery of the services;
- (3) the RHA is authorized to enter into agreements with any person or body corporate for the purpose of promoting any of the objects of the RHA and to make payments for these services out of operational funds allocated to the RHA by the Department of Health and Community Services, hereinafter referred to as the “Department”.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements hereinafter contained and all subject to the terms and conditions hereinafter set forth, each party agrees with the other as follows:

1. PURPOSE OF AGREEMENT

The RHA and the Service Provider agree that the purpose of this Agreement is to define the services to be provided by the Service Provider and the terms and conditions under which these services are to be provided.

2. **TERM OF AGREEMENT**

This Agreement shall come into force on the ____ day of _____, 200 ____ and shall remain in full force and effect until a new Agreement is executed by the parties hereto or until terminated by the parties to this Agreement. Either party may terminate this Agreement on (90) days written notice to the other party or as otherwise mutually agreed.

3. **PAYMENT FOR SERVICES RENDERED AND EXPENSES INCURRED**

- a) The parties to this Agreement agree that the budget for the following year is to be negotiated on or before the first day of _ ____ in each year during the term of this Agreement. Payments will continue to be made in accordance with the current approved budget for the immediately preceding fiscal year until such time as the RHA budget is approved, at which time the payments will be adjusted accordingly and will correct any overpayments or underpayments rendered prior to the approval of the RHA budget for the fiscal year.
- b) Subject to its funding being approved, the RHA will pay the Service Provider the approved budget for the given fiscal year, and will time and proportion the payments in accordance with the attached Schedule "B".

4. **OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider agrees:

- a) To provide the services specified in Schedule "A" and to provide any other services which are necessarily incidental thereto. The Service Provider agrees that the services will be provided in accordance with the policies and requirements of the RHA and the Department.
- b) To employ staff in accordance with the requirements specified in Schedule "A".
- c) To make available appointed members and representatives of the Service Provider pursuant to this Agreement for consultations with representatives of the RHA.
- d) To permit representatives of the RHA to enter premises used by the Service Provider in connection with the provision of services pursuant to this Agreement, at all reasonable times for the following purposes:
 - (i) To observe and evaluate the services being provided;
 - (ii) To inspect all records relating to the services provided pursuant to this Agreement; and
 - (iii) For any other purpose agreed to by the parties to this Agreement.
- e) To provide an Annual Report to the RHA which includes comprehensive details of the services being provided pursuant to this Agreement.

- f) To maintain program records in a form consistent with the policies of the RHA and the Department, and in accordance with applicable professional standards.
- g) To submit an audited financial statement to the RHA no later than ninety (90) days following the close of the fiscal year and to conduct its financial affairs and maintain financial records as outlined in Schedule “B”. Failure to comply with these requirements enables the RHA to exercise its authority to withhold payments.
- h) To obtain in writing all consents, oaths/declarations, approvals, waivers or documentation of any kind which might be necessary to enable the Service Provider to provide the services pursuant to this Agreement.
- i) To maintain insurance coverage in accordance with the terms and conditions set forth in the attached Schedule “C” and to notify the RHA immediately in the event that there is any suspension or cessation of coverage.
- j) To make all reasonable efforts to consult with the RHA regarding any significant change in policies, standards and procedures which affect or relate to the RHA or to the services to be provided pursuant to this Agreement. Any policies, standards or procedures adopted by the RHA will govern and, where necessary, supercede any policies, standards or procedures adopted by the Service Provider.
- k) To ensure that its directors, officers, employees, agents and volunteers will hold any information or documents which in any way identifies any individual or individuals in receipt of services pursuant to this Agreement in confidence, to not disclose or release any information to any person or agency at any time either during the term of this Agreement or thereafter, except in accordance with the attached Schedule “D” and to release to the RHA all information regarding any individual or individuals in receipt of services pursuant to this Agreement upon request.
- l) To comply, as an employer, with all applicable federal, provincial and municipal legislation, regulations, by-laws, ordinances and standards. Failure to do so may result in the immediate termination of the Agreement.
- m) To notify the RHA of any legal action involving the Service Provider.
- n) To indemnify and save the RHA, as represented by its directors, officers, employees and agents harmless from and against all charges, damages and expenses which the RHA may sustain or incur by reason of any action, claim, suit or proceeding that is brought, commenced or prosecuted against the Service Provider or the RHA with respect to any act, deed, matter, omission or thing made, done, permitted or omitted by the Service Provider in or about the execution of its duties when such costs, charges, damages and expenses are caused by the Service Provider’s own neglect, default, dishonesty or fraudulent activity.
- o) Upon termination of this Agreement:
 - (i) to refund to the RHA all funds advanced to the Service Provider that have not been expended in accordance with the approved budget at the date of termination.

- (ii) to transfer to the RHA all capital and non-capital assets, relating to the administration and operation of the organization, purchased with funding provided by the RHA, and
- (iii) to arrange, with the assistance and cooperation of the RHA, proper storage of all documents and records relating to the services provided under this agreement, in a manner and for a period as specified in Schedule "B".

5. **OBLIGATIONS OF THE RHA**

The RHA agrees:

- a) To provide funding as per the approved budget.
- b) To make all reasonable efforts to provide advice, guidance and assistance when requested to the directors, officers, employees, agents and volunteers of the Service Provider.
- c) To notify the Service Provider of all policies, standards and requirements that are relevant to the services provided by the Service Provider.
- d) To make all reasonable efforts to consult with the Service Provider regarding any significant change in policies and procedures which affect or relate to the Service Provider or to the services to be provided pursuant to this Agreement.
- e) To provide representation and/or consultation to the Service Provider as specified in Schedule "A".

6. **NOTICE**

Any notice or demand required to be given under this Agreement shall be sufficiently served:

- (a) (i) On the RHA, if the Notice or Demand is addressed to:
The CEO/EXECUTIVE DIRECTOR
(insert Regional Authority's address)

and delivered personally or sent by registered mail.

- (ii) on the Service Provider, if the Notice or Demand is addressed to:

Attention:

and delivered personally or sent by registered mail.

- (b) Either of the parties to this Agreement may at any time change its address for service as set forth in subclause (a)(i) of this clause by notice in writing to the other party as set forth in this clause.

7. **GENERAL CONDITIONS**

- (a) Neither this Agreement nor any of the rights, benefits, duties or liabilities arising from it may be assigned by either party without the prior written consent of the other party.
- (b) It is agreed that for the purposes of this Agreement, either party may designate a representative to carry out some or all of the functions pursuant to this Agreement.
- (c) The terms and conditions of the attached Schedules "A", "B", "C" and "D" form part and parcel of this Agreement. The Agreement and the Schedules constitute the entire Agreement between the parties hereto and any other understandings or agreement whether collateral, oral or otherwise existing between the parties are null and void as of the date of this Agreement.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the Province of Newfoundland and Labrador whose Courts shall have exclusive jurisdiction to deal with any matters of dispute arising hereunder.
- (e) This Agreement and everything contained in it shall ensure to the benefit of and be binding upon each of the parties and their respective successors and assigns.
- (f) Amendments to this Agreement shall be made upon the consent of the RHA and the Service Provider in writing and duly executed.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed on the day and year first before written.

SIGNED, SEALED AND DELIVERED

for and on behalf of _____
the CEO/EXECUTIVE DIRECTOR, _____ Regional Health
Authority on this _____ day of _____, 2006
in the presence of:

WITNESS

**CEO/EXECUTIVE DIRECTOR,
REGIONAL
HEALTH AUTHORITY**

THE COMMON SEAL of
was affixed in the presence of:

WITNESS

SERVICE PROVIDER

4. List the various committees that are in place:

COMMITTEE

PURPOSE

5. Provide a detailed description of the staffing model utilized to provide the services under this Agreement:

6. Describe the performance evaluation procedure in place for each classification of employee:

SCHEDULE B

**Financial Responsibilities and Guidelines of
Service Provider Being Funded**

SCHEDULE C

INSURANCE

Attach a copy of each of the following:

1. Comprehensive Property Insurance/Home Owner's Insurance package (if applicable).
2. Commercial General Liability Insurance - \$1,000,000 Minimum
 - Premises, property and operations
 - Property damage on an occurrence basis
 - Personal Injury Coverage
 - Employees as additional named insured (volunteers)
 - Non-owned automobile
 - Medical payments
 - Her Majesty, the Queen in right of Newfoundland and Labrador to be added as additional named insured with respect to the operations of the Group Home
 - The Regional Health Authority to be added as additional named insured with respect to the operations of the Group Home
 - Tenants Legal Liability (if applicable)
 - Incidental Medical Malpractice
 - Broad Form Property Damage
 - Volunteers to be added as additional named insureds
 - Employer's contingent Liability
 - Professional Liability – Counselling
 - Cross Liability
 - 90 Day notice of cancellation
 - Directors and Officers Liability
3. Automobile Insurance (if applicable)

SCHEDULE D

RELEASE OF INFORMATION

The Service Provider agrees that its directors, officers, employees, agents, and volunteers are to hold any information or documents which in any way identifies any individual or individuals in receipt of services pursuant to this Agreement in confidence and, subject to sub-paragraphs (i) through (iii) below, will not disclose or release any information to any person or agency at any time either during the term of this Agreement or thereafter. The parties to this Agreement confirm that information may be released only after one of the following occur:

- (i) The individual has the capacity to provide informed written consent and provides such informed written consent respecting the release, or
- (ii) In the event that an individual does not have the necessary capacity to provide or withhold informed consent, the parent or guardian provides informed written consent respecting the release, or
- (iii) Notwithstanding (i) and (ii) above, legislation governing the services being provided by the Service Provider authorizes the release or disclosure of information.

Appendix G

Annual Report Forms Sample Only

Appendix G Annual Report Forms (Sample)

Cooperative Apartment

Name: _____

Address: _____

Phone #: _____

File #: _____

A. The Home

Comment briefly on the adequacy of the following:

1) Furniture and Equipment _____

2) Fire Regulations/Emergency Manual _____

3) Transportation _____

4) Insurance Policies _____

5) Cleanliness _____

6) Grounds _____

7) **Neighbourhood**

Comment briefly on:

(a) Acceptance of home _____

(b) Interaction with neighbours _____

(c) Physical Appearance _____

(d) Other Remarks _____

B. Resident

1) Daily Routines _____

2) Recreational/Social Activities _____

3) School _____

4) Family Involvement _____

5) Vocational _____

6) Health _____

7) Individual Program Plan _____

Other Remarks _____

Current Residents

NAME	DATE OF BIRTH	PLACEMENT DATE

Previous Residents

NAME	DATE OF BIRTH	PLACEMENT DATE	NEW PLACEMENT

Social Worker Relationship with Board, Staff, Resident, Family

Behaviour Management Support

Other

C. Staffing

1. Cooperative Apartment Supervisor

Name _____ Address _____

Telephone # _____ Date of Hiring _____

Professional/Academic Background _____

2. Number of Support Staff units used weekly (1 unit = 40 hours/week – eg., 420 hours = 10.5 units):

Cooperative Apartment Worker _____

3. Staff Evaluations _____

4. Staff Meetings _____

Staff Presently Employed

Name	Age	Education/ Experience	Commenced Work	Remarks

D. The Board

NAME	PROFESSION	APP. DATE	PHONE	POSITION HELD

Please note frequency of Board Meetings _____

List sub-committees in place and frequency of meetings:

COMMITTEE	FREQUENCY OF MEETINGS

Comment briefly on Board relationships to (staff, residents, social services staff)

Operating Agreement Status _____

Additional Remarks (attach separate sheet if necessary)

SIGNATURE OF SOCIAL WORKER

DATE

KEY TO COMPLETION ANNUAL REPORT

Section A

- 1) Describe the type and condition of furniture in the home.
- 2) Is the required emergency manual completed and implemented regularly – fire drills, smoke detectors, fire extinguishers, etc.
- 3) Mode of transportation used for residents. How does it meet their needs? Are residents using public transportation? Bus routes, etc.
- 4) Are the required insurance policies (as per the Operating Agreement) in place?
- 5) Describe the interior/exterior of the home related to damages and housecleaning.
- 6) Are the lawns mowed, house kept painted and repaired, garbage kept in containers, etc.
- 7) Describe how the house fits into the neighbourhood, if there are any problems with neighbours or if neighbours visit and are supportive.

Section B

- 1) Describe the general routines in the home for all residents.
 - 2) Describe the types of recreational/social activities of residents.
 - 3) Do any residents attend school programs? If so, how many and type of program.
 - 4) Are families involved for some or all?
 - 5) Do the residents have vocational programs? Type and how many, etc.
 - 6) Is attention given to health matters to ensure regular follow up for all residents.
 - 7) Are Individual Program Plans current, and being actively followed?
- * Information in these categories is meant to provide a general description of the home's operation. Individual information for such categories would be included in more detail in the Service Plan review.

Social Worker Relationship with Board, Staff, Resident, Family

Describe how the Social Worker relates to those listed.

Behaviour Management Support

Is it available? How often? Describe how the personal relates to those noted above as applicable.

Section C

1, 2, 3 Should be self – explanatory.

4) Note how often staff evaluations are completed.

5) Note how often staff meetings are held.

Section D

Comment briefly on Board relationships to (staff, residents, RHA). Include how the Board relates to the Social Worker, Behaviour Management Specialist, RHA representative, as well as how the Board interacts with its staff and residents.

Operating Agreement Status

Is it signed or does the Board have questions related to same.

Additional Comments

Includes a summary of the Social Worker's impression of the overall operation of the home and recommendations for future.

Appendix H

**Newfoundland and Labrador Health Boards Association
Introductory Information for the Residential Services Boards**



NLHBA
**Introductory Information for
the Residential Boards**

2nd Floor, Beothuck Building
20 Crosbie Place
St. John's, NL
A1B 3Y8

Telephone (709) 364-7701
Facsimile (709) 364-6460
Web Site www.nlhba.nl.ca

May 5, 2006

Newfoundland and Labrador Health Boards Association

Vision

The effective voice for a high quality and sustainable health and community services system responsive to the needs of Newfoundlanders and Labradorians

Mission

As the federation of *publicly-funded* health boards, the NLHBA is the collective voice of its members and provides advocacy, guidance and selected services to support the delivery of high quality health and community services in all regions of Newfoundland and Labrador

Guiding Principles

Member-centred
Collaborative
Strategic
Evidence-based
Accountable

About the NLHBA

Our Health and Community Services System

Health and community services delivery is regionalized, for service delivery that suits the particular circumstances in each region, with tertiary care services and cancer treatment and research services organized on a province-wide basis. The Department of Health and Community Services is responsible for provincial health policy, programs and standards for the health and community services system. There are four regional health organizations; in addition, there are a number of agencies that are also part of the big health and community services system picture, such as personal care homes, group homes, the Newfoundland and Labrador Centre for Health Information and so on.

Our History

Founded in 1962 as the Newfoundland Hospital Association, the Newfoundland and Labrador Health Boards Association (NLHBA) is a strong collective voice for its member organizations. Over the years its original focus has broadened from hospitals to include nursing homes, clinics and community-based health and social services, to reflect the developing mandate of its member regional health organizations.

Our Role

The current structure of the provincial health and community services system relies both on the regional autonomy of regional health organizations and the co-ordination of all the separate parts into the whole system. As a provincial association the NLHBA is an important element in co-ordinating and articulating common, province-wide concerns and issues in today's multi-faceted health and community services system. By representing all regions in the province, the NLHBA provides the balanced overall view, taking the time to work with urban and rural perspectives, issues of distance and communications, of ethnic and economic concerns, making sure that voices everywhere in the province are heard.

Co-ordination: The NLHBA provides a regular forum for the volunteer trustees and senior management to consult with each other and discuss their concerns. The volunteer Chair of each member health organization sits on the NLHBA Board of Directors, which meets bi-monthly on governance issues for the health and community services system. The NLHBA facilitates regular meetings for CEOs to meet on operational issues, hear from DOHCS and other stakeholders, share expertise and information and make recommendations to the NLHBA Board. Senior staff in Medical Services, Human Resources, Education, Finance, Research Transfer, Purchasing, Communications, Privacy, and Health Information also attend regular meetings facilitated by the NLHBA which feed into CEOs and the Board of Directors meetings for system-wide input.

Partnerships: The NLHBA fosters and promotes partnerships with the provincial and federal governments, health professional organizations, national and provincial organizations, and other organizations such as the Memorial University of Newfoundland Medical, Nursing and Pharmacy Schools, Dalhousie Occupational Therapy and Physiotherapy Schools, the Newfoundland and Labrador School Boards Association and the Newfoundland and Labrador Employers Council. The Health Human Resources Planning group and Provincial Physician Recruitment programs are successful examples of partnerships with the provincial government and NLHBA.

Advocacy: Identified by the NLHBA Board as the key role for the NLHBA to increase and maintain public confidence in the health and community services system, to educate and involve the public on health issues and their personal responsibilities for healthy lifestyles, and to open up opportunities for all regional health organizations, rural and urban, to inform and influence government decisions.

Programs and Services: In partnership with member health organizations, the development and delivery of programs and services, designed to meet needs identified by our members for centrally-managed services that avoid unnecessary duplication of administrative and fiscal resources. Services are currently offered in collective bargaining, labour relations, group purchasing, physician recruitment, health human resources planning, and education, as well as other services as needed.

NLHBA Programs and Services Overview

The NLHBA as a central agency offers programs and services, in consultation with member health organizations, that use the collective size of the health and community services system to achieve efficiencies and cost-savings for each individual regional health organization, and by extension, for the health and community services system as a whole.

Centrally-administered programs or services relieve individual regional health organizations of the necessity to resource that particular service, facilitate the development of a central source of experience and expertise for the benefit of all regional health organizations and eliminate competition among regional health organizations.

Pooling and centralizing resources, to address a human rights complaint, arbitration or purchasing issue, for example, means that regional health organizations can take advantage of the size of the entire health and community services system even though each organization represents only a portion of that market.

Coordination of expertise and lessons learned allows health organizations to learn from each other by sharing ideas at conferences and meetings.

Promotion of the achievements of the health and community services system both provincially and nationally creates greater awareness of our provincial successes.

Our aim with the programs and services is to use the size of the health and community services system in a manner that provides fiscal, training and service advantages for individual regional health organizations, as well as for the system as a whole, and facilitates the development of a central source of experience and expertise for the benefit of all member organizations.

Collective Bargaining and Labour Relations

There are system-wide benefits for regional health organizations from the current NLHBA provincial collective bargaining and labour relations programs and services:

- the VPs of Human Resources from the regional health authorities meet monthly with the Executive Director and Director of Collective Bargaining of the NLHBA to discuss labour relations issues, facilitating system-wide participation and input.
- since travel and other expenses are paid through the NLHBA, management employees of regional health organizations can participate and offer their expertise on negotiating committees without further expense to any individual organization;
- standardized benefits in provincial collective agreements are ensured for all regional health organizations, avoiding any union attempts to play off one employer against another to maximize benefit levels or maximize the union's interpretation of the collective agreement;
- necessary expertise and protocol arrangements with the Public Service Secretariat are developed centrally by NLHBA, so that individual regional health organizations do not need to duplicate the purchase of collective bargaining expertise and negotiating of protocols;
- relationships with the unions, the Public Service Secretariat, and other areas of government are established in the NLHBA and recognized by all parties;
- the collective bargaining process model was reviewed by NLHBA before the health boards and NAPE/CUPE negotiations began in October, 2000, with extensive consultation with regional health organizations. The new model offers continuing input and consideration of individual employer sector proposals as well as an evaluation process;
- when a strike is pending, the NLHBA co-ordinates the provision of essential employees, keeping regional health organizations and the Department of Health and Community Services up-to-date on the provincial status of essential employees negotiations on an employer by employer basis and assisting regional health organizations to resolve essential employees issues. This ensures that an individual regional health organizations does not agree on a smaller number of essential employees, thereby putting all employers at risk;
- in connection with the collective bargaining program, NLHBA has assisted regional health organizations with other types of issues such as court injunctions, paying associated legal costs and co-ordinating information and resource distribution.
- the bargaining unit structures were reorganized for the former Health and Community Services/Integrated Boards, using considerable NLHBA resources. The change to Regional Integrated Health Authorities requires more work on bargaining unit structure reorganization.

Additional labour relations services include:

- representing employers at arbitrations, Labour Relations Board matters, mediations, grievance meetings and drafting settlements, harassment investigations and conflict resolution services as required;
- dealing with illegal strike issues on behalf of employers;
- upon request, providing interpretation sessions on the collective agreements;
- providing regional educational seminars/workshops to management employees.
- providing advice and assistance on Workers' Compensation issues, Human Rights and other issues.
- on a day to day basis, providing advice and assistance to human resource managers with policy and practice issues and collective agreement interpretation.

Conclusion

Flexibility is always a major strength in the NLHBA as its role and activities evolve to meet the challenges of change in the health and community services system and the needs identified and requested from the Association by our members. New times will continue to mean new ways of co-operation, new issues and challenges for employers in the new structure. The NLHBA is prepared to meet these challenges with new services and new methods of delivery and is well-positioned to do so as the system goes through the process of change.

As the collective voice, the NLHBA acts as a central point of reference in our health and community services system, voices the perspectives and concerns of the health and community services system to Government and the public and on the Atlantic and national fronts. This role offers advantages in partnership and ongoing collaborative planning. Analysis of issues, collaboration and cooperation as essential common goals, influence exercised through the consultative process, and team-building are key elements in this role.

Our primary focus continues to be advocating on behalf of regional health organizations for better health and community services through working in partnership with members and with government.

Labour Relations Department Contact Information

Elizabeth Aylward	Director of Collective Bargaining	T. 709.364.7701 x309 F. 709.364.6460 Email: eylward@nlhba.nl.ca
Vivian Arenillas	Labour Relations Officer	T. 709.364.7701 x324 F. 709.364.6460 Email: varenillas@nlhba.nl.ca
Mark Gill	Labour Relations Officer	T. 709.364.7701 F. 709.364.6460 Email: mgill@nlhba.nl.ca
Cindy Parsons	Department Secretary	T. 709.364.7701 x301 F. 709.364.6460 Email: cparsons@nlhba.nl.ca

Appendix I

Incident Report Form

Sample Only

Appendix I Incident Report (Sample Form)

Instructions

This form is to be completed in duplicate by the staff involved in, or witness to, an accident or injury to a resident; and submitted to the Cooperative Apartment Supervisor. One copy must then be forwarded to the Social Worker, and the second retained in the individual's file.

Name of Injured Person: _____

Name of Cooperative Apartment: _____

Location: _____

Description of Incident: _____

Description of Type and Extent of Injury: _____

What action was taken? _____

Was a doctor notified? _____ When? _____

Doctor's Orders: _____

Follow up treatment required: _____

What could be done to prevent a similar accident? _____

Date

Reported by

Signature of Cooperative Apartment Supervisor

Appendix J

Guidelines to Food Handling

Appendix J Food Handling

Food Safety Is Everyone's Responsibility



Don't Be The Cause of Foodborne Illness



GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR

For More Information

If you have any questions about food preparation and personal hygiene practices, please do not hesitate to contact an Environmental Health Officer, at the Government Service Centre, or the regional Health and Community Services Board nearest you.

Government Service Centre Locations:

Happy Valley-Goose Bay
Corner Brook
Grand Falls-Windsor
Gander
Clareville
Harbour Grace

Regional Health & Community Services Board Locations:

St. John's
Holyrood
Gander
Corner Brook
St. Anthony

Happy Valley - Goose Bay



Department of Health & Community Services
Department of Government Services & Lands
Regional Health & Community Services Boards

FIGHT BAC! Images From:
Canadian Partnership for Consumer
Food Safety Education
September 2003

Other Personal Hygiene Tips

Use disposable tissues instead of handkerchiefs.

Direct coughs and sneezes downward onto a dry surface where there is no chance of food contact; or, turn your head and cough/sneeze into your sleeve.

Use two utensils to taste test. One is used to obtain the food. The food should then be transferred to a second utensil which is used for tasting.

Cover open cuts/sores with a water resistant dressing and gloves when handling food.

Do not wear jewellery (rings and watches) when preparing food. They collect dirt and are difficult to keep clean.

Keep hair clean and wear a hair covering.

Wear clean comfortable clothing.

Do not lick fingers, bite fingernails (you should keep fingernails well trimmed), smoke or smoothe beards & moustaches while preparing food.

Do not prepare food if you are suffering from a disease which may be transmitted through food.



Personal Hygiene

People preparing meals must adhere to good personal hygiene practices to prevent contamination of food and reduce the likelihood of foodborne illness.



Handwashing

Seven Steps to Handwashing

1. Remove jewelry (rings and watches)
2. Wet hands with warm running water
3. Apply liquid soap from dispenser
4. Scrub for at least 20 seconds
5. Rinse well under running water (keep hands lower than elbows when rinsing, to let dirty water run off)
6. Dry thoroughly with paper towels
7. Use paper towel to turn off tap

Food handlers should wash their hands with warm soapy water before:

- setting tables
- preparing or serving food and after:
- using the toilet
- smoking
- handling raw food
- cleaning & wiping tables
- sneezing and coughing

WASH YOUR HANDS FREQUENTLY !

FOOD SAFETY

The following information provides an overview of food safety practices that can reduce the risk of food poisoning in your home or business.

Handle Perishable Foods Safely

Perishable foods must be stored at controlled temperatures. In addition, foods must be protected from contamination. Please follow these recommendations:

AVOID THE DANGER ZONE!

The Danger Zone

Cold foods need to be stored at or below 40° C (40° F).

Hot foods need to be stored at or above 60° C (100° F).

Do not store any perishable foods in the danger zone between 40° C and 60° C, where bacteria can grow.



- Keep raw meats and poultry away from other foods during storage and preparation.
- Keep separate cutting boards for raw meats and vegetables to avoid cross-contamination.
- Keep foods covered.

- Make sure the refrigerator is set at 4° C (40° F), and keep the freezer at -18° C (0° F).

- Serve foods right away so they do not linger at room temperatures where bacteria can grow.

- Keep cooked and ready-to-eat foods separate from raw foods, and surfaces that raw meats have contacted. This will prevent the bacteria that live on raw meats from contaminating food which will not be cooked again.

Thaw Frozen Food Safely

Frozen foods can be safely thawed in the following ways:

- in a refrigerator
- under cold running water
- in cold water that is changed often enough to keep it cold
- in a microwave oven

DO NOT THAW FOOD AT ROOM TEMPERATURE!

Thoroughly Cook Food

Cooking food thoroughly is necessary to kill harmful bacteria that may be present in or on the food. This is very important for poultry and ground beef.

Food should be thawed before cooking, to ensure that it is cooked throughout.

Internal Temperature Needs

Cook foods to the following internal temperatures to kill bacteria (check it with a thermometer):

Food Type	Temperature
Food Mixtures containing Poultry, Eggs, Meat, Fish or other potentially hazardous foods	74° C (165° F) for at least 10 minutes
Pork, Lamb, Veal, Beef	70° C (158° F)
Poultry	85° C (185° F) for 15 seconds
Ground Meat	71° C (160° F)
Eggs	63° C (145° F) for 15 seconds
Fish	70° C (158° F)

Sanitize Food Contact Surfaces

Sanitize countertops, cutting boards and utensils with a mild bleach and water solution. **Remember:** clean first, then sanitize!

Recommended Sanitizing Solution:
30 mL (1 oz.) of bleach in 4 L (1 gallon) of warm water.

More Food Safety Tips

- **Wash all produce** thoroughly before cooking or eating.
- **Cook poultry** dressing separately, never inside the bird.
- **Cook poultry or roasts all at once**, never cook partially on one day to finish cooking on the next day.
- **Use a thermometer** to find out the internal temperature of cooked items. (See Table for internal temperatures.)
- **Place a hot food item in several shallow or smaller pans in a refrigerator** for "quick chilling".
- **Avoid the use of home canned or preserved food items** when serving large numbers of people.
- **Obtain food from licensed food premises.**



Appendix K

Maintenance and Repair Categories to Co-operative Apartments

Appendix K Maintenance and Repair Categories to Co-operative Apartments

Examples of repairs and maintenance under each category.

Category I

- Replacing broken glass;
- replacing a floor tile;
- painting a wall or room;
- changing light bulbs;
- janitorial services;
- cutting grass;
- keeping the parking areas clean, etc;
- minor plumbing and heating breakdown;
- parts replacement and repairs of damage done to property by the resident (i.e. damaged gyproc walls etc.)

Category II

- replacement/repairs/maintenance at appropriate periods as follows:

Appliance	normal life, every 10 years
Plumbing fixtures	every 20 years
Floor coverings	every 10 years
Heating Systems	every 20 years
Interior painting	every 4 years
Exterior painting	every 4 years
Major electrical	every 20 years

Category III

- major window, siding and roof replacements;
- renovations to expand the property