

Number: FH 2.0

Date: May 10, 2018 Supersedes: April 1, 2016

GENERAL MANUAL POLICY

APPROVED BY:

Executive Director

CATEGORY:

Family Home/Host Family Providers

TOPIC:

Requirements to include in the Service Agreement and

Remuneration Process to the Family Home/Host Family Provider

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PURPOSE

The purpose of this policy directive is to outline the criteria that Community Living Thunder Bay requires to be included in our Service Agreement and Remuneration Process to the Family Home Provider/Host Family.

POLICY

It is the policy of Community Living Thunder Bay to have a Service Agreement in place with the Family Home Provider that includes provision of Services and Remuneration.

The following are guidelines Community Living Thunder Bay will follow when a person and/or family expresses an interest in becoming a Home Provider for Supportive Living Services:

- Once all screening has been completed and the Family Home Provider has been accepted to fulfill the role as a Family Home Provider, they will be required to complete CPR and First Aid training, and/or be willing to participate in ongoing training as needed.
- Service Agreements shall be reviewed and signed annually by the Home Provider, Home sharer and Community Living Thunder Bay. The Service Agreement will include the following, but is not limited to:
 - The service provider agrees that they have read, understand and will abide by:
 - (a) CLTB's Vision and Mission
 - (b) Provider Responsibilities
 - (c) On-call service (Refer to Supportive Living Service Contact sheet)
 - (d) The following policies:
 - o SL 1.0 Abuse Policy
 - SL 2.0 Quality Assurance Policy



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- SL 3.0 Medication Policy
- SL 3.1 Medical Treatment Policy
- SL 4.0 Person Directed Planning Policy
- SL 5.0 Incident/ Occurrence Reporting Policy
- SL 5.2 Conducting the Investigation Policy
- SL 6.0 Physical Restraints Policy
- SL 9.0 Handling of Personal and Household Finances Policy
- SL 11.0 Individual Rights Policy
- o SL 11.1 Rights Restriction Policy
- SL 12.0 Complaint Resolution Policy
- SL 17.0 Natural Support Networks Policy
- SL 18.0 Health Monitoring Policy
- SL 19.0 Health Promotion Policy
- SL 20.0 Criminal Reference Check Policy
- SL 21.0 Inventory
- SL 22.0 Auto/ Home Insurance- Driver's License
- SL 23.0 Confidentiality of Information Policy
- SL 24.0 Emergency Preparedness & Response Plan Policy

Financial Terms

- 1. A Community Living staff member will meet with the potential Family Home Provider and other parties if applicable; i.e. Dilico, CAS to discuss per diem (Remuneration) and work together to come up with an agreed upon daily rate.
- 2. Once this has been completed, a Community Living Manager will put together a financial proposal to include remuneration and forward it to the necessary parties for approval.
- 3. Remuneration will be reviewed annually and included in the annual service agreement.
- 4. The Home sharer will be supported to pay either room and board or rent to the Family Home Provider from their monthly earnings; i.e. ODSP, OAS

Cap for Home Provider/ Host Family Placements

Effective April 1, 2016 there can be no more than two placements (i.e. persons placed - children and/or adults) in a Host Family's home. This includes children or adults who



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have been placed in the Host Family's home by an agency funded by the Ministry of Children and Youth Services or the Ministry of Community and Social Services.

Exceptions or extenuating circumstances:

In order to preserve existing family arrangements, families who foster children through a Children's Service Agency are exempt from the above-noted cap, in the following situation:

- Where the foster family has more than two foster children placed by a MCYS agency and
- Where one of those foster children has a developmental disability, and would continue to stay with the foster family as a Host Family Program placement after he/she turns 18 years of age.

Where this exemption applies, no additional placements for adults or children beyond those allowed by the above exemption are permitted.

Re-assessment

A re-assessment will occur in any of the following circumstances:

- Any significant changes involving the Host Family, the person, and/or their living situation (e.g. physical/mental illness, death of a family member, accident);
- When a new person is living in the home on a full-time or part-time basis;
- When the primary caregiver in the Host Family is unable to continue providing care to the individual;
- Where the service agency, individual or natural family has any significant concerns about the placement.

Indemnification

Upon signing this Support Contract, the provider agrees and understands the following:

 The provider agrees to maintain personal liability coverage with regard to their property. See attached Affirmation.



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- 2. The provider agrees to inform their insurers that they transport people they support in their vehicles. Not informing your insurer and not having the required insurance means you are potentially undertaking a huge liability, if you were to continue to transport the individuals you support. See attached Affirmation.
- 3. The provider understands that they are not an employee of CLTB and that funding provided by the Ministry of Community and Social Services is paid to the Home Provider through the administrative facilities of CLTB.
- 4. The provider understands that CLTB is not the employer for the purposes of Income Tax Act; and Canada Pension Plan Act; the Employment Insurance Act; the Workplace Safety and Insurance Act; or the Occupational Health and Safety Act.
- 5. The provider agrees to indemnify and save harmless CLTB from any and all liability incurred or amounts required to be paid by CLTB (including all legal fees and disbursements) relating to or arising out of any failure on the provider's part to comply with any provisions of any such legislation or other laws.

Termination

- 6. This agreement may be terminated;
 - (a) for any reason by either party upon <u>sixty</u> days written notice to the other party, or
 - (b) without notice of any kind by the person or CLTB if either is of the opinion that the accommodations, support or care provided by the Home Provider is in any way inadequate.

| Signed by: | |
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| Home sharer | Agency Representative |
| Home Provider | Team Leader |
| Date | |



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AFFIRMATION

Confirmation of Home Insurance, Valid Driver's License and Auto Insurance

I hereby confirm that I have a valid Driver's License and it is in good standing, as well as the appropriate Home Insurance to provide Room and Board to a person in my home.

I understand that while supporting people with a disability in my home, that it is my responsibility to maintain my Driver's License in good standing and keep my home insurance current and up to date.

I also confirm that the Supportive Living Service has advised me to obtain coverage for home and vehicle as it relates to supporting people with a disability.

I have provided (or will provide) Community Living Thunder Bay with a letter from my insurance company/broker confirming that I have current and adequate home and auto insurance. If my insurance company/broker were to change, I would be responsible to provide a new letter.

| Signature: ˌ | | | Date: | | |
|--------------|------|------|-------|--|--|
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| Witness: | | | | | |
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AFFIRMATION OF CONFIDENTIALITY

People and families have the unconditional right to have their privacy respected and defended by professional helpers. By professional helpers we mean specifically any person who, by virtue of their employment or voluntary role within CLTB has access to personal and confidential information. Personal and confidential information includes casual observations which may occur through the performance of one's job or volunteer role.

People and families in receipt of CLTB services are entitled to expect that information given in confidence will be kept in confidence. He/She/They are entitled to seek an injunction to restrain disclosure and/or to sue for damages if any harm is suffered as a result of a disclosure.

Regardless of a person or a family's right to recourse to legal action, unwarranted disclosure undermines people's trust in supportive relationships and systems. Insensitivity to people's privacy undermines the trust which is essential for CLTB to perform its supportive role in the lives of people who may require support to live, learn, work and participate as citizens of our community.

THEREFORE, CLTB REQUIRES OF ALL HOME PROVIDERS THAT THIS AFFIRMATION BE SIGNED AND ADHERED TO IN ALL MATTERS RESPECTING PERSONS IN RECEIPT OF SUPPORTS AND SERVICES AND THEIR FAMILIES:

| I,affirm | that as a Home Provider for (| Community Living Thunder Bay, I | | | |
|---|----------------------------------|---------------------------------|--|--|--|
| shall comply with the policy of co | nfidentiality. I shall not discl | ose or give to any unauthorized | | | |
| person any information or docume | nt that comes to my knowledg | e or possession by means of the | | | |
| performance of my duties as a provider for the Association. Further, I pledge that I shall respect the privacy of all people supported or served by CLTB to the best of my ability. I make this | | | | | |
| | | | | | |
| cause for suspension or terminatio | n of contract. | | | | |
| • | | | | | |
| | _ | | | | |
| Home Provider Signature | Date | | | | |
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| | | | | | |
| | | | | | |
| Witness | Date | | | | |
| (Note: This document to be kept in pr | ovider's file \ | | | | |
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AFFIRMATION

Confirmation of Criminal Reference Check Policy

As stated in the *Criminal Reference Check Policy*: If a provider has committed a criminal offense while providing supports, the provider must notify the Team Leader immediately. The Association will review and determine whether the contract should be maintained.

I hereby confirm that I have not participated in or been charged with any illegal activity in the last year.

I understand that it is my responsibility to report any criminal offenses committed by myself or any other individuals residing in my home over the age of 18 to the Team Leader.

I have read and understand the Criminal Reference Check Policy.

| Signature: | Date: |
|------------|-------|
| | |
| | |
| Witness: | |



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AFFIRMATION

CLTB's Vision and Mission

Vision of CLTB:

We envision a supportive and accepting community that values all its citizens equally.

CLTB Mission statement:

In pursuing its Vision, CLTB is committed to:

- Advocating for the rights and quality of life of persons with an intellectual disability so that they may live a meaningful life;
- Educating and supporting the community to share the Vision of CLTB so that persons with an intellectual disability are respected and valued;
- Providing services and support to persons with an intellectual disability, and to their families, so that persons with an intellectual disability have the opportunity to participate effectively in all elements of living in the community; and
- Being accountable to persons with an intellectual disability, their families, the membership of CLTB, and the broader community for our advocating, educating, and provision of services and support. I hereby confirm that I have read and understand CLTB's Vision and Mission statements.

| Home Sharer: | Date: |
|----------------|-------|
| Home Provider: | Date: |
| Witness: | Date: |