

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-207

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE OZANAM
COMMUNITY HOME FOR PER DIEM FUNDING TO PROVIDE SHORT
TERM EMERGENCY SHELTER SERVICES TO PERSONS IN NEED**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL
THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and Ozanam Community Home in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 22nd day of November, 2004

By-law read a third time and finally passed this 22nd day of November, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 22nd day of November, 2004

B E T W E E N :

**THE CORPORATION OF THE CITY OF
PETERBOROUGH**

hereinafter called the "City"

OF THE FIRST PART

- and -

OZANAM COMMUNITY HOME

hereinafter called the "Operator"

OF THE SECOND PART

WHEREAS the Operator is the operator of a hostel in the City of Peterborough, known as Ozanam Community Home (hereinafter called the "Hostel"), and offers supervised emergency hostel services to persons in need;

AND WHEREAS, under the *Ontario Works Act* (Ontario), and the Regulations made thereunder (hereinafter called the "Act"), a municipality may, as an alternative to paying benefits to a person in need, enter into an agreement with the operator of a hostel to provide emergency hostel services to persons, in accordance with the Act;

AND WHEREAS the Hostel meets the requirements of the Act, as interpreted by Provincial Policy Guidelines established by the Ministry of Community and Social Services;

NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES
HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. The Operator, in operation of the Hostel, shall staff, equip and operate the same in accordance with the provisions of the Act and Policy and Procedures for Standards of Operation for Hostels approved by the City, attached hereto as Schedule "A" to this agreement, so long as this agreement is in force.
2. The Operator shall provide, at the Hostel, a degree of care and service to persons, in need of care, which is well beyond ordinary board and lodging, and in accordance with all of the Policies and Procedures set out in Schedule "A", attached hereto and forming part of this Agreement.

3. Where emergency hostel services are provided by the Operator to a person in need under the Act, the City shall pay the Operator an amount to be determined from time to time by resolution of the Council for the City of Peterborough, for each day that emergency hostel services are provided to such person, less any income the person receives from whatever source, in accordance with the Act and as specified in Schedule "A".
4. While any decision as to which persons will be granted admittance to the Hostel will be made by the Operator, the approval and provision of assistance to any such person and the duration of such assistance shall be given by the Manager of Ontario Works of the City of Peterborough.
5. The Operator shall submit to the City, on or before the fifth day of each month, a statement for the preceding month, setting forth moneys claimed for approved persons receiving emergency hostel services, including days in residence, any amounts paid by such persons directly, and a statement regarding moneys held in trust on behalf of such persons. The City reserves the right to have an audit conducted of such accounts.
6. The Operator agrees to acknowledge sponsorship by the Social Services Department of the City of Peterborough in promotional materials, promotional presentations and client service encounters.
7. The Operator covenants and agrees to indemnify and save harmless the City from any and all manner of actions arising out of this agreement or out of the operations carried on by the Operator.
8. This agreement shall be in force from the 22nd day of November, 2004, and thereafter from year to year, but may at any time be terminated or amended by either party by giving sixty (60) days notice in writing to the other party of its intention to terminate or amend this agreement, or upon the Operator ceasing to meet the requirements of the Act or this agreement in respect of the operation of the Hostel.
9. Notwithstanding paragraph 8, the City may terminate this agreement forthwith in the event that the Operator makes an assignment in bankruptcy, or if a Receiver is appointed by the creditors of the Operator.

10. This agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF THE
in the presence of:)	CITY OF PETERBOROUGH
)	
)	_____
)	Sylvia Sutherland, Mayor
)	
)	_____
)	Nancy Wright-Laking, City Clerk
)	
)	BROCK MISSION
)	
)	_____
)	Name:
)	Office:
)	
)	_____
)	Name:
)	Office:

We have authority to bind the Corporation

SCHEDULE “A”

Policy and Procedures for Standards of Operation for Hostels in the City of Peterborough

Updated May 2002

I. Standards of Safety And Security

1. The hostels shall conform to the City’s fire, zoning, building and lodging house by laws and provincial regulations.
2. All hostels shall take reasonable measures to protect residents and property from illegal entry and hostels serving women and children must take measures to protect children against possible injury resulting from falls from windows and fire exits.
3. All hostels shall make arrangements for fire inspections to be completed at least once annually by the Fire Department.
4. All Staff including volunteer staff shall be trained in emergency evacuation and workplace health and safety specific to the hostel. All residents shall be informed by staff of emergency procedures either when they enter the hostel or soon thereafter. Fire drills shall be held on a regular basis and records kept of the same.
5. Emergency evacuation procedures shall be posted in conspicuous places within the hostel.
6. All hostels shall have a poison antidote chart on display in the office.
7. First aid kit shall be available on the premises in a safe location.
8. All hostels shall post emergency numbers for the Police, Fire Department, Ambulance and Poison Control Centre, near every telephone.
9. Smoking shall not be permitted in hostels. Designated smoking areas should be located outside at a minimum distance from all buildings and structures as determined by Fire Department inspection. No Smoking notices will be posted in conspicuous locations within the hostel, along with the location of designated smoking area(s).
10. The allowable capacity of each hostel (number of beds) will be established in accordance with local Bylaws.
11. The Operator shall permit inspections of the Hostel by the Medical Officer of Health for the City of Peterborough at regular intervals or when requested to do so by the Manager of Ontario Works, to ensure compliance with all applicable health regulations.

II. Service Specifications

1. Residents shall be given three nutritious meals and snacks per day. Special diets must be approved as required.

2. The menus, which shall be posted, shall provide for appropriate and adequate nourishment in accordance with the Canadian Food Guide and are subject to suggestions and consultation with the nutritionist at the City/County Health Unit at least once annually.
3. The operator shall ensure a clean safe environment for residents with emphasis on hygiene and personalized care.
4. Hostels shall provide each resident with sheets, pillowcases, bedding, face cloths and towels. Mattresses shall be made of, or covered with fire resistant materials.
5. Sheets, pillowcases, bedding, face cloths and towels shall be changed weekly or as required or whenever a new resident occupies that bed.
6. Each hostel providing long-term care will provide social and recreational opportunities for the residents on an ongoing basis.
7. Medication shall be stored, supervised and monitored by a designated person.
8. The hostel shall be supervised at all times by a qualified and capable staff.

III. Financial Accountability

1. The hostel shall submit an invoice for each billing period, showing the service provided and aggregate totals in a format approved by the division. The hostel shall complete an Application for Assistance- Short Form (known as the Pink Application Form) and Consent to Disclose and Verify Information form to claim per diems for eligible residents. These forms shall be submitted with monthly invoices.
2. Subsidy at the full per diem rate will be provided only on behalf of residents with no other sources of available income or those pending receipt of other income. In cases where the resident has available income from another source, the resident would retain \$112.00 per month/person in the case of a family to cover the cost of personal items. The remaining income would be deducted from the per diem rate to cover the cost of board and lodging and avoid duplication of funding. The hostel staff shall record other sources of income reported by residents on the Application for Assistance-Short Form. Income reported by residents in excess of \$112.00 will be deducted dollar for dollar from the eligible monthly hostel expenses on a pro-rated basis.
3. The hostel shall prepare and submit, upon reasonable request, a comprehensive report acceptable to the Division respecting services being provided.
4. The hostel shall submit an **audited** financial statement where City funding is **over \$20,000** annually and an **un-audited** financial statement where City funding is **under \$20,000** annually. The financial statements will have a revenue line called **City of Peterborough**. If the agency is receiving several posts of money they will supply the breakdown of the funds received from the City of Peterborough in the notes to the financial statements. Financial statements are to be submitted to the City of Peterborough no later than three months from the agency's accounting year-end.
5. The hostel shall maintain financial and records and books of accounting respecting services provided and permit Division or Provincial staff to review and audit such records. Should the hostel cease operation it will not

dispose of any records related to the service provided under service agreement without consent of the Division.

6. The hostel shall notify the Ontario Works Division within 2 working days of the admission of a new resident requiring financial assistance, via fax or email.
7. Initial approval for per diem billing will be limited to a maximum of (7) days, to allow new residents to establish eligibility for Ontario Works benefits. To be eligible for the per diem rate beyond (7) days, the hostel must seek additional approval from the Division.
8. The per diem rate provided to the hostel includes a personal needs amount which is to be issued to the resident each month. If cash is provided to the resident, a receipt is to be retained on file.
9. The City, on an annual basis, will establish the maximum total potential for all per diems. This figure will be based on the number of eligible beds and the per night rate for 365 days. The Ontario Works Division will provide annual notification of the established rates.
10. Eligibility for subsidy will be determined by the City, subject to Ministry approval.

IV. Hostel Responsibilities

1. Staff shall communicate all house rules to the residents and provide a copy to the Ontario Works Division.
2. All directors, officers and staff, including volunteer staff, will hold confidential and not disclose to any person other than Ontario Works staff, except as required by law, personal information which could identify individual hostel residents, without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information.
3. An Ontario Works Division representative shall inspect the hostel on a quarterly basis. The hostel will obtain and maintain general liability insurance acceptable to the City of Peterborough in an amount not less than five million dollars (\$5,000,000) with respect to services provided under agreement.
4. The hostel shall maintain a record on the premises of all admissions and discharges, including dates, names and times. Also names of next of kin, address and telephone numbers, family physicians, etc. and make such records available to a representative of the Ontario Works Division, on reasonable request and notification.
5. The hostel shall provide the following documentation within three months of their accounting year-end of each year while under service agreement with the City:
 - a) Verification that the facility meets fire with all fire safety ordinances as prescribed by the local Fire Department.
 - b) Verification that the facility is in full compliance with all health regulations as prescribed by the City and County of Peterborough District Health Unit.
 - c) Verification of general liability insurance acceptable to the City of Peterborough in an amount of not less than five million dollars (\$5,000,000) in respect to hostel services provided under agreement.

- d) The total number of emergency beds within the facility whether eligible for per diem payment or not.

VI. City Responsibilities

1. The Ontario Works Division will endeavor to promote cooperative working relationships with the hostel provider in order to identify and resolve service issues and broader based community service gaps.
2. The Ontario Works Department will provide the hostel with timely notification of changes in both City of Peterborough policy, and Provincial legislation affecting emergency shelters, whenever possible.
3. The Ontario Works Division shall bring to the attention of the hostel operator any complaints or suggestions made about that hostel.

VII. Conditions of Modification and Termination of Purchase of Service Agreement

1. An agreement spelling out the terms and conditions for the contracting of such services shall be signed with each hostel.
2. All terms of the contract are subject upon renewal to any changes, which might occur within the Ontario Works Act and Regulations.
3. Agreements are subject to approval of the Ministry of Community, Family and Children's Services and Social Services.

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Schedule A 2002.doc