



12

ADMINISTRATION

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12.1 BOARD REQUIREMENTS

- (a) Not-for-profit organizations funded to provide shelter services must be governed by a volunteer Board of Directors.
- (b) At a minimum, the Board of Directors is responsible for
 - (i) Developing and reviewing the mandate, mission, values and strategies of the organization
 - (ii) Setting agency priorities
 - (iii) Reviewing and approving policies
 - (iv) Evaluating service models and delivery
 - (v) Entering into a purchase-of-service contract (i.e., Operating Agreement) with the City
 - (vi) Ensuring that the organization meets funder expectations, contract conditions and reporting requirements
 - (vii) Reviewing budgets and expenditures
 - (viii) Reviewing and approving accounting and reporting procedures
 - (ix) Conducting an annual performance review of the Executive Director
 - (x) Ensuring that the organization meets all legislated obligations.
- (c) The Board of Directors will have the required number of directors as specified in the agency's bylaws. Further, the board will solicit diverse membership to reflect the community they serve and with the range of skills required to fulfill this role.
- (d) At a minimum, the Board of Directors will ensure that the same number of board members required to reach quorum have received or will receive training in a manner that complies with the requirements of section 12.4.2 Training.
 - (i) The Chair of the Board must be one of the board members that has received or will receive this training.
- (e) The Board of Directors must convene regular meetings, conduct an annual general meeting and maintain written records of these meetings. Board minutes and minutes from the annual general meeting must be signed by the Chair or designate to verify acceptance.

12.2 ORGANIZATIONAL REQUIREMENTS

12.2.1 Financial Accountability

- (a) On an annual basis, shelter providers will provide program and financial information to SSHA in a format specified by SSHA. Annual budget submissions will be submitted, in the specified format, by a date determined by SSHA. Operating Agreements between shelter providers and SSHA shall have a term not longer than one (1) calendar year. Operating Agreements will be duly signed by the Chair of the Board, designate, or a board member with signing authority.
- (b) Purchase-of-service shelter providers will submit a completed SMIS Per Diem Submission Claim form (see Appendix C: Forms and Templates) to SSHA each month in order to be reimbursed for the services provided during the billing period.
- (c) A shelter's occupancy must not exceed its funded capacity as specified in its Operating Agreement unless approved by SSHA. Shelter providers will only be reimbursed up to the maximum value as specified in the Operating Agreement.
- (d) The completed SMIS Per Diem Submission Claim form will be reviewed and signed by a person with signing authority. A SMIS Per Diem Submission Claim form without an authorized signature will not be processed. To register an employee as a signing officer, a Delegation of Signing Authority form (see Appendix C: Forms and Templates) must be completed and submitted to SSHA. Electronic signatures are acceptable on the SMIS Per Diem Submission Claim form.
- (e) Shelter providers will ensure that their financial recordkeeping practices adhere to generally accepted accounting principles. All financial records will be kept for a minimum of seven (7) years and made available for auditing.
- (f) Shelter providers will have an annual audit conducted by a qualified, independent auditor. Multi-service organizations and shelter providers that provide more than one (1) shelter service/program will provide an audited statement of shelter operations for each shelter service/program. Such organizations are required to use the Audited Statement of Shelter Operations template (see Appendix C: Forms and Templates).

12.2.2 Program Accountability

- (a) SSHA will conduct reviews and audits as described under section 2.4 Quality Assurance. Shelter providers will provide SSHA representatives with reasonable access to the shelter premises and to financial and service records. Random audits of shelters may be conducted and bed logs must be provided when requested by SSHA representatives. Bed logs must be kept for a minimum of seven (7) years for auditing purposes.

- (b) During visits, SSHA representatives may wish to meet with shelter staff, board/sub-committee members, volunteers and/or shelter clients.
- (c) Shelter providers will not introduce any ancillary services that detract or otherwise interfere with the effective delivery of their support services. If in doubt whether such ancillary services would detract or otherwise interfere, shelter providers will discuss such plans in advance with SSHA.
- (d) Shelter providers, including the Board of Directors, are responsible for ensuring that staff performance and accountability are properly monitored and evaluated.

12.2.3 Property Management and Capital Planning

- (a) Shelter providers that own their building will have
 - (i) A Building Condition Audit (BCA) and a Capital Reserve Fund Forecast (CRFF) completed every ten (10) years and updated every three (3) to five (5) years by a qualified professional
 - (ii) A board-approved Capital Plan that is informed by the BCA/CRFF and a preventive maintenance plan.
- (b) Shelter providers are encouraged to have a professional energy audit conducted at least once every ten (10) years and to prepare and implement an energy management plan based on the audit findings.

12.2.4 Neighbourhood Issues

- (a) Shelter providers will
 - (i) Have a board-approved good neighbour policy and management-approved procedures to facilitate how the shelter engages, communicates and works with the surrounding community to foster a positive relationship
 - (ii) Submit a copy of the policy and procedures to SSHA, and resubmit a copy whenever the document(s) are updated or otherwise revised.
- (b) Shelter providers will provide the contact information for SSHA and the Office of the Ombudsman to any individual who wishes to make a complaint about a City of Toronto or SSHA program, service or responsibility.

12.3 CONFLICT OF INTEREST

- (a) Shelter providers will
 - (i) Have a board-approved conflict of interest policy and management-approved procedures for declaring and reporting a conflict of interest

- (ii) Submit a copy of the policy and procedures to SSHA, and resubmit a copy whenever the document(s) are updated or otherwise revised.
- (b) At a minimum, shelter staff and board members
 - (i) Will not use their positions to give anyone special treatment that would advance their own interests or that of any member of the employee's family, their friends or business associates
 - (ii) Will not accept gifts, money, discounts or favours including a benefit to family members, friends or business associates for doing work that the shelter provider pays them to do. The exceptions to this are promotional gifts or those of nominal value (e.g., coffee mug or letter opener with the company's logo)
 - (iii) Will not engage in any outside work or business activity that conflicts with their duties as shelter staff or board member, which use their knowledge of confidential plans, projects or information about the organization's assets that will, or is likely to, negatively influence or affect them in carrying out their duties as shelter staff or board member
 - (iv) Will not use, or permit the use of, the shelter provider's property, facilities, equipment, supplies or other resources for activities not associated with their work. Any exceptions to this must be expressly approved by either the Executive Director or the Chair of the Board
 - (v) May not disclose confidential or privileged information about the property, or affairs of the organization, or use confidential information to advance personal or others' interests, except in instances where the shelter staff or board member is providing necessary information to allege or report wrongdoing on the part of the shelter provider or Board of Directors (i.e., whistle blowing)
 - (vi) Who knowingly have financial interests in a contract, purchase, sale or other business transaction with the shelter provider, or have family members, friends or business associates with such interests, will not represent or advise the shelter provider in such transactions.

12.4 HUMAN RESOURCES

- (a) Shelter providers will
 - (i) Have a board-approved policy and management-approved procedures regarding staff hiring, training, and performance management
 - (ii) Have a board-approved policy and management-approved procedures regarding student/volunteer placements, and the scope of work and supervision requirements of students/ volunteers
 - (iii) Submit a copy of the policy and procedures to SSHA, and resubmit a copy whenever the document(s) are updated or otherwise revised.

- (b) Shelter providers will provide all new employees with an orientation or orientation information within the first five (5) days of their employment. At a minimum, the orientation information will cover key shelter policies, procedures and processes, including
 - (i) Staff Code of Conduct
 - (ii) Client Rights and Responsibilities
 - (iii) Conflict of Interest policy
 - (iv) Health and Safety information including key aspects of a shelter's emergency plan, evacuation plan and identifying emergency exits
 - (v) Infection Control Practices
 - (vi) AODA Customer Service Requirements, including service animals
 - (vii) Any other information that is immediately required for the employee to perform their work safely, effectively and professionally (e.g., food safety, use of personal protective equipment).
- (c) Shelter providers that permit volunteer and/or student placements will
 - (i) Provide each volunteer/student with a shelter orientation similar to that provided to new employees as described under section 12.4 Human Resources, and which covers relevant information to their placement
 - (ii) Not give volunteer/student access to SMIS, as described in the Hostel Services Guidelines - SMIS Implementation (see Appendix D: Links to References and Resources).
- (d) Shelter providers will recommend that all shelter staff consult a health care professional about updating their vaccinations, including annual Influenza vaccination, and completing a TB skin test.
- (e) Shelter staff will comply with requirements of section 12.4.1 Staff Code of Conduct.

12.4.1 Staff Code of Conduct

- (a) Shelter providers will have a board-approved Staff Code of Conduct that outlines acceptable, professional behaviour that applies to all staff. At a minimum, a Staff Code of Conduct will include the following
- (b) Shelter staff will
 - (i) Acknowledge the power inherent in their position and work with a client-centered, anti-oppression approach
 - (ii) Act professionally, with integrity, objectivity and equity

- (iii) Treat all individuals in a respectful, non-judgmental way
- (iv) Follow the Toronto Shelter Standards
- (v) Explain the purpose of requests for a client's personal information
- (vi) Ensure that clients have clear and accurate information in order to make informed decisions
- (vii) Acknowledge that their workplace is a client's temporary home and attempt to minimize the impacts of their presence in sleeping areas and washrooms
- (viii) Acknowledge when they are in a situation they are not adequately skilled to handle and seek direction and support from their peers and supervisors
- (ix) Strive to continuously update their professional knowledge and skills
- (x) Abide by all of the shelter's policies and procedures.
- (c) Shelter staff will not
 - (i) Discriminate against any individual or group of individuals
 - (ii) Engage in violent, abusive or harassing behaviour
 - (iii) Impose personal beliefs or standards on others
 - (iv) Become involved in a client's personal life beyond the scope of their professional function
 - (v) Have personal relations or accept gifts (except of nominal financial value) and/or services from current or former clients.

12.4.2 Training

- (a) An ongoing commitment to learning is important to ensure that shelter staff and board members are able to perform their duties to the highest standards of professionalism and which are consistent with evidence-based leading practices. The TSS sets out minimum training requirements for shelter staff and board members. Shelter providers are encouraged to exceed these standards.
- (b) Shelter providers will comply with all mandatory training requirements of applicable legislation.
- (c) Shelter providers will ensure that shelter staff and board members have received or will receive training as described under Appendix B: Training Matrix.
 - (i) Staffing categories (e.g., client support staff, dietary staff, cleaning/maintenance staff, supervisory/management staff) are defined under section 3 Defined Terms and may not align with a shelter staff's title but are based on their responsibilities or functions.

- (d) Shelter providers will maintain an accurate training record for their staff and board members and document all staff orientations and emergency drills/exercises that are conducted.
- (e) Shelter providers will keep training course/curriculum descriptions, manuals or any other documentation that describes the course content, the training methodology, the length/duration of the training course(s) that have been completed by their staff and board members. This documentation may be requested by SSHA representatives during any of the reviews described under section 2.4.1 Program Reviews.
- (f) Shelter providers may accept documentation from previously completed training or course work from a designated learning institution provided that they meet the requirements of section 12.4.2 Training.
- (g) Shelter providers will ensure that shelter staff and board members have received or will receive refresher training or update mandatory trainings no later than every five (5) years or the recertification period for their training (e.g., Standard First Aid), whichever is sooner.
- (h) Shelter providers are not limited to arranging training solely through in-class instruction, and may also access training content through other means (e.g., webinar, online modules, peer groups, etc.) provided that it is suitable to the learning style of the shelter staff or board members being trained.
- (i) Shelter providers will seek training from agencies or trainers who are qualified to deliver training on the subject matter and can tailor the training content to a shelter-specific context, where possible.
- (j) Shelter providers may deliver in-house training on subjects/topics where they have the operational experience or subject matter expertise.
- (k) Training timelines indicated in Appendix B: Training Matrix may be extended with prior approval from SSHA.

12.5 DOCUMENTATION AND REPORTING

- (a) Shelter providers will comply with all documentation and reporting requirements found in their Operating Agreement, the TSS and Hostel Services Directives.

12.5.1 SMIS

- (a) Shelter providers will comply with the SMIS-related requirements found throughout the TSS, SMIS Privacy Guidelines (see Appendix D: Links to References and Resources), SMIS User Agreement (see Appendix C: Forms and Templates), and their Operating Agreement.

- (b) Documentation and reporting timeframes may be extended to a maximum cumulative period of twelve (12) hours if SMIS is unavailable due to system interruptions (e.g., SMIS maintenance, power failure, internet access failure).
 - (i) Shelter providers will ensure that all staff that use SMIS are aware of the manual back-up process in case of system interruptions or when a SMIS module is not available and use of the hard copy forms (see Appendix C: Forms and Templates) until SMIS or the SMIS module is available.
 - (ii) Shelter providers will immediately enter all information into SMIS as soon as SMIS or the SMIS module is available.

12.5.2 Incident Reporting

- (a) Shelter providers will document incidents in SMIS using the SMIS Incident Report module as soon as possible, but no later than twenty-four (24) hours after the incident.
- (b) Serious occurrences will be immediately reported to SSHA.
- (c) Shelter providers will document serious occurrences in SMIS using the SMIS Incident Report module as soon as possible, but no later than twelve (12) hours after the incident.
- (d) If SMIS or the SMIS Incident Report module is not available, the incident/serious occurrence must be documented in the hard copy version of the SMIS Incident Report form (see Appendix C: Forms and Templates) or in another manner that captures the same information as reported in the SMIS Incident Report form and entered in SMIS once SMIS or the SMIS Incident Report module becomes available.
- (e) Where a reportable incident or serious occurrence takes place before 8:00 a.m. or after 5:00 p.m., shelter providers will report the incident or serious occurrence to the Streets to Homes Assessment and Referral Centre.
- (f) The death of a shelter resident is a type of incident and will be reported immediately to SSHA, in accordance with the reporting requirements found in the Reporting the Death of a Shelter Resident Guidebook (see Appendix D: Links to References and Resources).

12.5.3 Service Disruption

- (a) Shelter providers will immediately notify SSHA of any and all planned or unplanned service disruptions to provide information about the service disruption and the anticipated or actual impacts on shelter access and support services delivery.
 - (i) If the need to contact SSHA arises before 8:00 a.m. or after 5:00 p.m., the shelter provider will contact the Streets to Homes Assessment and Referral Centre to notify them of the service disruption.

- (b) Shelter providers will submit a completed Shelter Service Disruption Notification form (see Appendix C: Forms and Templates), by fax or email to SSHA within twenty-four (24) hours of notifying SSHA.
- (c) If the reason for the service disruption involves a serious occurrence, shelter providers will complete and submit an incident report in a manner that complies with the requirements of section 12.5.2 Incident Reporting.
- (d) Shelter providers will post a notice of the disruption to advise shelter clients and the public of limitations to services, in a manner that complies with the requirements of Regulation 429/07: Accessibility Standards for Customer Service.
- (e) Shelter providers will inform SSHA when the service disruption has ended and services have returned to normal functioning.

12.6 PRIVACY AND CONFIDENTIALITY OF CLIENT INFORMATION

12.6.1 Client Information and Files

- (a) Shelter providers will treat a client's personal and health information and client files as confidential information.
- (b) Shelter providers will
 - (i) Have a board-approved policy and management-approved procedures regarding the collection, storage, use, removal, disclosure and disposal of a client's personal and health information, which will include a privacy breach protocol
 - (ii) Submit a copy of the policy and procedures to SSHA, and resubmit a copy whenever the document(s) are updated or otherwise revised.

12.6.2 Collection of Client Information

- (a) Shelter providers will inform clients of the SMIS Notice of Collection (see Appendix C: Forms and Templates) either verbally or by posting it in conspicuous areas where client information is regularly displayed (e.g., intake/admission area, counselor or case worker office).
 - (i) Shelter providers collecting client information by phone for an intake must inform the client of the following, "Your personal information is collected under the authority of the City of Toronto Act and is used to provide shelter services and to administer social assistance programs. Questions about this collection can be directed to the SMIS Privacy Contact at 416-392-8741."

- (b) Shelter providers will not request or collect immigration status information in order to determine service eligibility as part of a shelter's intake or admission process, unless approved by SSHA.
- (c) Shelter providers may request and collect immigration status information to assist clients to obtain or replace identification or determine eligibility for social assistance programs (e.g., housing subsidy programs, OW/ODSP, OAS, CPP) or services (e.g., Housing Help, health care) that require this information.

12.6.3 Storage of Client Information

- (a) Shelter providers will take all reasonable measures to safeguard hard-copy files containing a client's personal or health information including, but not limited to, storing the files in a secure location and in a locked container (e.g., locked cabinet in a locked office) and limiting access to the files to authorized shelter staff who require this information to provide support services.
- (b) Shelter providers will take all reasonable measures to safeguard electronic files containing a client's personal or health information and the storage medium for these files (e.g., computer, USB key), which may include, but is not limited to, password protecting the file, encrypting the file and limiting access to the files to authorized shelter staff who require this information to provide support services.
- (c) Removing confidential client files from the shelter premises or electronically transmitting confidential client information outside a secure network is discouraged.
- (d) Shelter providers that permit the physical removal or electronic transmission of confidential client information must identify the exceptional circumstances when and the manner by which confidential client-related information may be removed or transmitted to ensure the security, privacy and confidentiality of the information is maintained.
- (e) If client information must be removed or transmitted as part of the client's service plan, the information must be secured and moved/transmitted in a manner that will limit potential security, privacy and confidentiality breaches.
- (f) Shelter providers will report any actual or suspected breach of confidentiality with respect to client information to SSHA as soon as possible, but no later than twenty-four (24) hours after becoming aware of the actual or suspected breach.

12.6.4 Sharing/Disclosure of Client Information

- (a) Shelter providers will not disclose a client's personal or health information without first receiving the client's signed consent.
- (b) Upon the request of a client, shelter providers will provide information about the client's records (e.g., hard-copy notes, SMIS information and records) in a manner

that does not compromise the confidentiality of personal information of other clients or staff.

- (c) Requests for confidential personal and health information about a client may only be made by the client in question, or a person who is legally authorized to act on behalf of the client.
- (d) Sharing confidential client information with a service provider to which a client is referred or is receiving service, or a non-service provider (e.g., police, media, researcher, acquaintance of client who is not an authorized person acting on their behalf) is permitted with the client's consent and completed SMIS Client Consent form (see Appendix C: Forms and Templates).
- (e) All client consent documentation will be board-approved, accurate, up-to-date and recorded in SMIS.
- (f) Shelter providers will permit the disclosure of a client's personal or health information to relevant authorities or persons, without the client's signed consent only when
 - (i) Disclosure is permitted or required under legislation or regulation including, but not limited to the Criminal Code of Canada, Child and Family Services Act, 1990, Municipal Freedom of Information and Protection of Privacy Act, 1990, Personal Health Information Protection Act, 2004, Ontario Works Act, 1997, Ontario Disability Support Program Act, 1997
 - (ii) Disclosure is required pursuant to a court order or subpoena
 - (iii) Refusing or neglecting to provide personal or health information could endanger the safety of the client or others.