

## CENTRE FOR INDEPENDENT LIVING IN TORONTO (CILT)

### Protocol For Decisions, Disputes and Complaints About Self-Managed Attendant Services - Direct Funding Program

#### APPLICATION OF PROTOCOL

The procedures described in this Protocol apply to:

- A. A decision by CILT:
  - (i) about an application for funding under the Direct Funding Program ;
  - (ii) to terminate the funding provided to a Participant under the Direct Funding Program;
  - (iii) to limit the attendant services for which funding under the Direct Funding Program may be applied;
  - (iv) about the amount of funding a person may receive under the Direct Funding Program; and
  
- B. concerns about:
  - (i) the quality of service provided by CILT under the Direct Funding Program;
  - (ii) an alleged violation by CILT of a person's rights under the bill of rights set out in the regulations under the Connecting Care Act, 2019 (Ontario).

This Protocol does not apply when CILT terminates Funding and an Agreement, or reduces Funding, because the Direct Funding Program is discontinued or because the Ministry of Health and Long-Term Care restricts or reduces the funding to CILT for the Direct Funding Program.

#### DEFINITIONS

In this Protocol, the following words and phrases will have the following meanings:

**Agreement** means an agreement in writing between an individual and CILT for Funding, including any amendments, renewals or restatements of such agreement.

**Alternative Format** means, in reference to a communication with CILT, a communication that is accessible, and includes the necessary supports, which CILT provides to allow an individual to communicate with CILT. Examples of alternate formats include Large Print, Braille and plain language documents.

**Applicant** means an individual who has made an Application and who has not entered into a first Agreement and received a fully executed copy of the Agreement back from CILT.

**Application** means an application from an individual to CILT for Funding.

**Business Day** means a day on which CILT is open for business in Toronto, Ontario excluding Saturday, Sunday and any other day which shall be a holiday or a day on which banking institutions are closed in the Province of Ontario.

**Complainant** means an individual who makes a Complaint.

**Complaint** means a complaint that is made in accordance with Part V of this Protocol.

**Decision** means any one or more of the decisions referred to in clauses “A.(i-iv)” set out above.

**Direct Funding Program** means the Self-Managed Attendant Services, which are funded by the Ministry of Health and Long-Term Care in accordance with Ontario Regulation 367/94 (as amended or replaced).

**Electronic** includes created, recorded, transmitted or stored in digital form or in other intangible form by electronic, magnetic or optical means or by any other means that has capabilities for creation, recording, transmission or storage similar to those means and “electronically” has a corresponding meaning.

**Electronic signature** means electronic information that a person creates or adopts in order to sign a document and that is in, attached to or associated with the document.

**Funding** means funding provided to a Participant under the Direct Funding Program.

**Notice** means a communication, either in writing or in an Alternative Format.

**Participant** means an individual approved for Funding and who has an Agreement that is in effect.

**Reviewer** has the meaning given to this word in Section 16.1 of this Protocol.

**Telephonic or electronic** means any means that uses the telephone or any other Electronic or other technological means to transmit information or data, including telephone calls, voice mail, fax, e-mail, automated touch-tone telephone system, computer or computer networks.

## **PART I – GENERAL PROVISIONS**

### 1. **APPLICATION OF PART I**

1.1 The provisions of Part I apply to this Protocol.

### 2. **REQUIREMENT THAT INFORMATION OR DOCUMENT BE IN WRITING**

2.1 A requirement in this Protocol that information, a communication or a document be in writing is satisfied by information, communication or a document that is in Electronic form if it is accessible so as to be usable for subsequent reference.

2.2 Without limiting the generality of the forgoing, a requirement in this Protocol that a person provide information, a communication or a document in writing to another person is satisfied by the provision of the information, communication or document in an Electronic form that is:

- a. accessible by the other person so as to be usable for subsequent reference; and
- b. capable of being retained by the other person.

2.3 For avoidance of doubt, Sections 2.1 and 2.2 apply to a Complaint, a Notice, a Decision and any other information, communication or document required or permitted by this Protocol to be in writing and (i) to be given by CILT or (ii) to be given by an Applicant or a Participant.

### 3. **REQUIREMENT OF A SIGNATURE**

3.1 A requirement in this Protocol that a document be signed is satisfied by an Electronic signature.

### 4. **DELIVERY OF NOTICES, INFORMATION, DOCUMENTS**

4.1 A Notice or other document or information or communication required or permitted by this Protocol to be sent may be sent by any Telephonic or electronic means if there is a record that the Notice or other document or information or communication has been sent and, for greater certainty, the sending of a Notice or

information or communication by Telephonic or electronic means does not require the consent of the intended recipient.

## **PART II – PROPOSED DECISION**

### 5. APPLICATION OF PART II

- 5.1 Part II applies only to Decisions that affect individuals who are Participants.
- 5.2 Part II does not apply to Decisions about an Application from an Applicant.

### 6. NOTICE TO PARTICIPANT AND PARTICIPANT’S RESPONSE

- 6.1 CILT shall give the Participant Notice that it is considering making a Decision (in this Part II, referred to as a **Proposed Decision**) about the Participant’s Funding and Agreement, at least 20 Business Days before the date that CILT will make the Proposed Decision.
- 6.2 CILT shall give a Notice of the Proposed Decision to the Participant by delivering it to the Participant at the Participant’s address as set out in the Agreement, or at the Participant’s new address of which they have given CILT Notice.
- 6.3 The Notice of the Proposed Decision must be signed by the Executive Director of CILT, or by such other person duly authorized by CILT, and must:
  - a. be dated;
  - b. set out the grounds for the Proposed Decision;
  - c. provide a reasonably detailed summary of the information and documentation that CILT is relying on in considering the Proposed Decision;
  - d. advise the Participant that they may submit to CILT any information and supporting documentation relevant to the Proposed Decision; and
  - e. advise the Participant of the date by which the Participant’s submission must be received by CILT, which shall be at least 10 Business Days after the date of the Notice of Proposed Decision.

- 6.4 The Participant may include with their submission such information or documentation that they consider relevant to the issues set out in the Notice of the Proposed Decision.
  - 6.5 The Participant's submission must be, subject to Section 6.6, in writing, and must be signed by the Participant and received by CILT, at CILT's office, by the deadline contained in the Notice of the Proposed Decision.
  - 6.6 If a Participant requests that their submission be given in an Alternative Format, then CILT shall receive the submission in the requested Alternative Format.
7. REQUEST FOR ADDITIONAL INFORMATION
- 7.1 Upon review of the Participant's submission, CILT may, in its sole discretion, give the Participant an opportunity to provide additional information, if CILT determines that such additional information is necessary to making the Proposed Decision.
  - 7.2 If CILT determines that additional information is necessary, CILT shall deliver a request for additional information to the Participant indicating:
    - a. the date of the original Notice of the Proposed Decision, and the date on which CILT received the Participant's submission referred to in Section 6.5;
    - b. why the Participant's submission was not satisfactory, and inviting the Participant to provide further information and relevant supporting documentation, where appropriate;
    - c. the date by which the requested additional information and relevant supporting documentation is to be received by CILT, which will be at least 10 Business Days after the date set out on the request for additional information and relevant supporting documentation;
    - d. that if the requested additional information and relevant supporting documentation is not provided within the time specified in the Notice, then CILT will proceed to make a Decision based on the information and documentation before it.
  - 7.3 CILT may, in its sole discretion, extend the time by which the Participant must provide the requested additional information and relevant supporting documentation. If the Participant requests an extension of time, their request must be in writing and delivered to

CILT promptly. CILT shall advise the Participant no later than 3 Business Days after receiving the Participant's request whether an extension is being granted.

- 7.4 If a Participant asks that their request for additional time be given in an Alternative Format, then CILT shall receive such request in the Participant's preferred Alternative Format.
- 7.5 If the Participant fails to provide the additional information by the time that is set out in CILT's written request or as extended by CILT, then the Participant shall be considered to have decided not to provide any additional information or documentation.

### **PART III -- DECISION**

#### 8. APPLICATION OF PART III

- 8.1 Part III applies to Decisions about Participants and Decisions about Applications from Applicants.

#### 9. NOTICE OF DECISION

- 9.1 Notice of a Decision by CILT must be delivered to, as applicable, the Applicant or the Participant, within 10 Business Days of the Decision being made.
- 9.2 With respect to a Decision by CILT affecting a Participant, Notice of the Decision must be given to the Participant at least 30 days before the date that the Decision becomes effective.
- 9.3 CILT shall give Notice of its Decision to, as applicable, the Applicant or the Participant, by delivering the Notice at, as the case may be, the address as set out in the Application or as set out in the Agreement, or at their new address of which they have previously given CILT.
- 9.4 The Notice of a Decision must:
  - a. summarise the procedure followed in arriving at the Decision;
  - b. set out the reasons for the Decision, including a description of the information and documentation that CILT considered in arriving at the Decision;
  - c. in the case of a Decision affecting a Participant, set out the date on which the Decision will be effective;

- d. advise the Applicant or the Participant, as the case may be, that they may request a review of the Decision; and
- e. advise the Applicant or the Participant, as the case may be, how they may request a review of the Decision.

#### **PART IV – INFORMAL RESOLUTION PROCESS**

#### 10. APPLICATION OF PART IV

10.1 Part IV applies to Disputes (as defined below).

#### 11. REQUEST FOR INFORMAL RESOLUTION PROCESS

11.1 An Applicant or Participant who has a dispute, or is otherwise dissatisfied about a Decision affecting them, or has a dispute or concern about a matter referred to in clauses “B. (i) and (ii)”, above (collectively referred to in this Part as a **Dispute**), may, before making a Complaint, request in writing to CILT that the Dispute be referred to a senior manager of CILT for review, consideration and resolution.

#### 12. PRE-COMPLAINT DISCUSSIONS AND NEGOTIATIONS

12.1 If a Dispute is referred to CILT in accordance with Section 11.1, then the Participant or the Applicant, as the case may be, who made the referral and the senior manager of CILT assigned to deal with the Dispute will make reasonable efforts to resolve the Dispute by negotiation and agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate the negotiation.

12.2 If the Dispute is not resolved within 20 Business Days following the date it was referred to CILT in accordance with Section 11.1, then either the Applicant/Participant or CILT may withdraw from the informal resolution process at any time without reason and the informal resolution process will be at an end.

#### 13. SUBSEQUENT PROCEEDINGS UNDER PART V

13.1 The purpose of the informal resolution process described in this Part IV is to encourage frank, candid and timely disclosure of all relevant facts, information, and documents between CILT and, as the case may be, an Applicant or Participant with the view of settling the Dispute. Accordingly, CILT and, as the case may be, the Participant or the Applicant (in this Section, each is referred to as a “party”) shall not rely on or introduce as evidence in the

proceeding referred to in Part V, whether or not such proceeding relates to the issues that are the subject matter of the informal resolution process in this Part IV, any of the following:

- a. any documents of the other party which are not otherwise producible in the Part V proceeding,
- b. any views expressed, or suggestions made, by any party in respect of a possible settlement of the Dispute,
- c. any admissions made by any party in the course of the informal process unless otherwise stipulated by the admitting party,
- d. any proposals or recommendations for settlement made by either party to the other, or
- e. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.

#### **PART V – COMPLAINTS AND REVIEW PROCEDURE**

#### 14. APPLICATION OF PART V

14.1 Part V applies to Complaints, as specified below in Section 15.1.

#### 15. MAKING A COMPLAINT

15.1 An individual who is an Applicant or Participant may make a Complaint about a Decision by CILT affecting them, and otherwise they may make a Complaint about a matter referred to in clauses “B. (i) and (ii)” above that affects them.

15.2 The Complaint must be made in writing using the form attached to this Protocol, subject to Section 15.4.

15.3 The Complaint shall be submitted to:

Centre for Independent Living in Toronto (C.I.L.T.) Inc.  
365 Bloor St. East, Suite 902,  
Toronto, Ontario, M4W 3L4  
Telephone: 416-599-2458  
Facsimile: 416-599-3555  
Email: [cilt@cilt.ca](mailto:cilt@cilt.ca)

Attention: Direct Funding Manager



- 15.4 If a Complainant requests that their Complaint be made in an Alternative Format, then CILT shall receive the Complaint in the requested Alternative Format.
- 15.5 A Complaint about a Decision by CILT must be received by CILT within 30 days after the date set out on the Notice of the Decision.

16. REVIEW OF COMPLAINT

- 16.1 Within fifteen days following the date on which CILT receives the Complaint, CILT shall appoint a person to conduct a review of the Complaint (the **Reviewer**).
- 16.2 The Reviewer who is appointed to conduct the review shall not have had any involvement in the Decision or, if applicable, otherwise been involved in the circumstances giving rise to a matter referred to in clauses “B. (i) and (ii)”, above.
- 16.3 CILT shall provide the Complainant with the name and qualifications of the Reviewer.
- 16.4 CILT shall provide the Complainant with a Notice advising the Complainant that they may make submissions to the Reviewer setting out the reasons for the Complaint and stating how the Complainant wants the Complaint to be resolved.
- 16.5 The Complainant must deliver any submissions for the Reviewer no later than ten Business Days after receiving the Notice referred to in Section 16.4. The Complainant shall deliver their submissions to the Reviewer at the CILT office and shall deliver a copy of the submissions to CILT.
- 16.6 Within ten Business Days after receiving a copy of the Complainant’s submissions, as provided for in Section 16.5, CILT shall deliver its response to the Complainant’s submissions, if any, to the Reviewer, and shall also deliver a copy of its response to the Complainant.
- 16.7 Within five Business Days after receiving CILT’s written response submitted to the Reviewer, as provided for in Section 16.6, the Complainant shall deliver their reply to CILT’s response, if any, to the Reviewer at the CILT office, with a copy to CILT.
- 16.8 No later than thirty-five Business Days after the date on which the Participant’s reply to CILT’s response, if any, is received at the CILT office, pursuant to Section 16.7, or the deadline for submitting the Complainant’s reply as set out in Section 16.7, whichever is sooner, the Reviewer shall,

- a. with respect to a Complaint about a Decision, render their decision; and
- b. with respect to a Complaint about a matter referred to in clauses “B. (i) and (ii)”, above, provide a decision to the Complainant’s Complaint to CILT

(collectively referred to as the **Reviewer’s Decision**).

16.9 The Reviewer may:

- a. affirm a Decision by CILT;
- b. rescind a Decision by CILT; or
- c. rescind a Decision by CILT and substitute their own Decision.

16.10 The Reviewer’s Decision shall be in writing, and shall set out the reasons for the decision and shall be given to CILT.

16.11 Within five Business Days of receiving the Reviewer’s Decision, CILT must deliver a Notice to the Complainant containing the following:

- a. if the Reviewer’s Decision is about a Decision by CILT, summarizing and appending the Reviewer’s Decision; and,
- b. if the Reviewer’s Decision is with respect to a Complaint about a matter referred to in clauses B. (i) and (ii) above, appending the Reviewer’s Decision and setting out any steps CILT may take to resolve the Complaint.

## **PART VI – APPEAL TO HEALTH SERVICES APPEAL AND REVIEW BOARD (HSARB)**

### **17. JURISDICTION OF THE HEALTH SERVICES APPEAL AND REVIEW BOARD**

17.1 CILT does not make any representation or guarantee about the Health Services Appeal and Review Board (**HSARB**) assuming jurisdiction over a particular case, and Applicants and Participants are encouraged to discuss their options with a lawyer, if necessary.

### **18. APPEALING TO THE HEALTH SERVICES APPEAL AND REVIEW BOARD**

18.1 If, with respect to a Decision, the Reviewer's Decision affirms the Decision by CILT or the Complainant does not receive Notice of the Reviewer's Decision within 60 days after the date that CILT receives the Complaint, then the Participant may make an appeal to HSARB.

18.2 The appeal notice to HSARB requiring a hearing shall be sent to:

Health Services Appeal and Review Board  
151 Bloor Street West, 9<sup>th</sup> Floor  
Toronto, Ontario M5S 2T5  
Telephone: 416-327-8512  
1-866-282-2179  
Facsimile: 416-327-8524  
Email: [hsarb@moh.gov.on.ca](mailto:hsarb@moh.gov.on.ca)

INSERT CILT LOGO AND ADDRESS HERE

## COMPLAINT FORM

To initiate a complaint, please print out or download this form and complete the sections of it that are required. Please mail or email the completed form, together with a description of your complaint (see Section B), to CILT at the address set out in Section D or to [cilt@cilt.ca](mailto:cilt@cilt.ca)

### A. PERSONAL INFORMATION

**First Name:** \_\_\_\_\_

**Initial:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Prov:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Tel No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**B. DETAILS OF THE COMPLAINT**

*(In the space below, please provide the details of your complaint, including the reasons for the complaint and what you want to happen. If you need more space complete and attach extra pages.)*

**C. DOCUMENTS**

*(List of enclosed documents – below list the documents that you are enclosing in support of your complaint.)*

**D. WHERE TO SEND YOUR COMPLAINT**

Send this completed form to:

Centre for Independent Living in Toronto (C.I.L.T.) Inc.  
365 Bloor St. East, Suite 902,  
Toronto, Ontario, M4W 3L4  
Telephone: 416-599-2458

Attention: Direct Funding Manager

You can also email your complaint to [cilt@cilt.ca](mailto:cilt@cilt.ca) to the attention of the Direct Funding Manager.

**PLEASE PRINT YOUR NAME, SIGN ON THE SIGNATURE LINE AND INSERT THE DATE YOU SIGNED THIS FORM.**

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Print Name)*

Signature: \_\_\_\_\_  
*(Sign here)*