

<b>POLICY</b>	<b>REGIONAL</b> Applicable to all WRHA governed sites and facilities (including hospitals and personal care homes), and all funded hospitals and personal care homes. All other funded entities are excluded unless set out within a particular Service Purchase Agreement.		Level:  1
	Policy Name: Access for Persons with Service Animals	Policy Number: 10.60.010	Page 1 of 11
	Approval Signature: <i>Original signed by A. Wilgosh</i>	Section: <b>GOVERNANCE &amp; GENERAL ADMINISTRATION</b>	
	Date: May 2015	Supersedes: New	

## 1.0 PURPOSE:

- 1.1 To enable access to WRHA sites and services to persons who rely on a Service Animal.
- 1.2 To provide a welcoming environment to persons accompanied by a Service Animal.
- 1.3 To provide guidance and education to WRHA Staff, Patients and visitors on the admittance of Service Animals to WRHA Sites.
- 1.4 To comply with legislative requirements i.e. Manitoba Human Rights Code, Accessibility for Manitobans Act and proposed standards, *The Service Animal Protection Act* and infection prevention and control standards.

## 2.0 DEFINITIONS:

- 2.1 Designated Person: An individual identified by the Handler who will assume responsibility and provide care for the Service Animal in the event the Handler must be separated from their Service Animal, e.g. due to infection control or the Handler is unable to manage the Service Animal.
- 2.2 Direct Threat: A reasonable risk to the health or safety of persons that cannot be eliminated or mitigated by reasonable measures.
- 2.3 Handler: An individual who maintains sole care and control over the Service Animal at all times, unless he or she assigns care of the Service Animal to a Designated Person. The Handler may be a Patient, visitor or staff who are assisted by a Service Animal.

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- 2.4 **Manager:** Refers to a hospital patient care manager, community site manager or respective delegates.
- 2.5 **Patient:** Any individual who is the recipient of health care services. Patient may be used interchangeably with the term client and resident.
- 2.6 **Physician:** The Patient's attending, primary care or family physician.
- 2.7 **Restricted Area:** Areas where Service Animals are not permitted access including operating rooms, critical care units, neonatal intensive care unit, post anesthesia care unit, surgical step down unit, emergency resuscitation rooms, laboratories, operating rooms, units where patients are immunosuppresses or in isolation/on additional precautions, or any other area where sterile procedures occur.
- 2.8 **Service Animal:** An animal trained or being trained for a person with a disability for reasons related to his or her disability, or that has been trained to be used by a peace officer or person authorized by a peace officer in the execution/assistance of the peace officer's duties. Service Animals are working animals.

**NOTE:**

- While most Service Animals are dogs, there are other types of animals that assist persons with disabilities in their day-to-day activities as Service Animals.
- Personal pets/comfort animals (approved by the facility to visit a specific patient) and therapy animals (screened by recognized organization to provide emotional/social support to Patients) are not Service Animals.

- 2.9 **Site:** Refers to all WRHA governed sites and facilities (including hospitals, community sites and personal care homes) and all funded hospitals and personal care homes.
- 2.10 **Staff:** All persons employed by the WRHA facilities, or WRHA funded facilities, as well as members of the medical staff, volunteers, board members, students, and others associated through contracts.
- 2.11 **Manager:** Refers to a hospital patient care manager, community site manager or respective delegates.

**3.0 POLICY:**

- 3.1 Staff shall accommodate a Service Animal when the animal is clearly identified through any of the following: (a) observation of a Service Animal harness or jacket; (b) where the Handler indicates or claims the animal is a Service Animal; or (c) where the handler voluntarily offers to present identification verifying the certification of the Service Animal. A Handler shall not be asked nor required to present identification verifying the training or certification of a Service Animal but may be asked to indicate what work or tasks the Service Animal will perform.

- 3.2 The care and control of the Service Animal shall be the sole responsibility of the Handler or Designated Person.
- 3.3 A Service Animal shall be permitted in any Site other than in a Restricted Area. A Service Animal may, at the discretion of the Manager or Physician, be permitted in a Restricted Area after consultation to Infection Prevention and Control and only if the Service Animal does not pose a Direct Threat. Any decision to exclude a Service Animal from a particular area of the Site shall be made by the Manager or Physician based on an individualized assessment, see 3.9.1.1.
- 3.4 Where a Service Animal has been excluded from a Restricted Area and the Handler requires access to the Restricted Area, Staff may develop alternate arrangements for the Service Animal with the Handler. When the Manager or Physician deems it necessary to separate the Handler from the Service Animal, Staff may assist the Handler in the transfer of the Service Animal to the Designated Person.
- 3.5 A Service Animal in an individual's environment/home, in the case of community-based services, may remain with the individual during provision of services, as per Occupational and Environmental Safety & Health Operational Procedure: Animals/Pets in the Client's Environment/Home, Community/Corporate Health Services and Winnipeg Integrated Services (WIS).
- 3.6 The Handler or Designated Person shall:
- 3.6.1 where possible, make reasonable efforts to provide the Manager with advance notice of the use of a Service Animal;
  - 3.6.2 ensure the Service Animal is clearly identifiable;
  - 3.6.3 provide upon request up-to-date veterinarian records for the Service Animal if the Service Animal is being considered for entry into a Restricted Area;
  - 3.6.4 collaborate with Staff if the Service Animal is involved in an incident of aggression or where an injury has been inflicted;
  - 3.6.5 perform hand hygiene where there is Service Animal contact. Alcohol based hand rub may be used unless visible soiling is present. If soiling present, wash hands with soap and water;
  - 3.6.6 keep the Service Animal leashed or tethered at all times unless this interferes with the animal's work or task, in which case, the Handler must maintain care and control by voice signal or other means. Once the work or task is complete, the Service Animal must be returned to a leashed or tethered status. The Handler shall attend to the Service Animal's basic needs (e.g. feeding, voiding, exercise); and
  - 3.6.7 provide the Manager or Physician with the name and contact information for a Designated Person who will assume responsibility and provide care for the Service Animal in the event that the Handler must be separated from their Service Animal.

### 3.7 Staff shall:

- 3.7.1 not touch, pet, speak to, distract, deliberately startle, feed, impede or interfere, nor provide care for (e.g. toileting, exercising) the Service Animal, without first asking and receiving consent from the Handler;
- 3.7.2 where there is contact with the Service Animal, perform hand hygiene. Alcohol based hand rub may be used unless visible soiling is present. If soiling present, wash hands with soap and water;
- 3.7.3 not, under any circumstances, ask about the nature of the Handler's disability, unless required to provide care in relation to the disability
- 3.7.4 not request that the Handler produce certification or proof of training for the Service Animal unless there is a reasonable basis to believe the animal is not a Service Animal;
- 3.7.5 not refuse access to Service Animals accompanied by Handlers to any area of a Site except Restricted Areas;
- 3.7.6 arrange for pre-planning with the Handler through the appropriate admitting/service area (e.g. Pre-Admission Unit, Access Centre, Quick Care Clinic, etc.), where the Handler provides advance notice of the use of a Service Animal;
- 3.7.7 notify support departments (e.g. Patient Transport, Medical Imaging) in advance, if possible, when a Handler will be accompanied by a Service Animal; and
- 3.7.8 notify the Manager if the Staff is unable to accommodate a Handler with a Service Animal (e.g. due to allergies).

### 3.8 The Manager shall:

- 3.8.1 attempt to assign a Handler with a Service Animal to a private room (hospital or treatment) or, if a private room is not available, assign the Handler to a semi-private hospital room or clinic treatment room with the advance notification of the other Patient(s) if possible;
- 3.8.2 develop solutions with Staff and the Handler should a Staff express concerns being in the presence of a Service Animal
- 3.8.3 obtain and record the name and contact information for the Designated Person in the event that the Handler must be separated from their Service Animal;
- 3.8.4 communicate the presence of the Service Animal to Staff and Patients who may be exposed to the Service animal (See Service Animal Notification Sign – Appendix B) and address any concerns (e.g. allergies); and
- 3.8.5 where a request is made to give the Service Animal access to a Restricted Area, referral to Infection Prevention and Control for consultation is required prior to any decision by the Manager or Physician to permit entry.

### 3.9 Removal or Exclusion

- 3.9.1 A Physician or Manager shall decide if a Service Animal shall be denied entry to, removed from a Site, or separated from its Handler as circumstances require where:

- 3.9.1.1 the Handler is unable to control the Service Animal, the Service Animal is or becomes ill, aggressive, or if the Service Animal poses a Direct Threat. In determining whether a Service Animal poses a Direct Threat to the health or safety of others, the Manager or Physician shall conduct an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability the potential injury will actually occur; and whether reasonable procedures can be implemented to mitigate the risk;
  - 3.9.1.2 the Handler or their Designated Person is unable to provide care to the Service Animal;
  - 3.9.1.3 the Service Animal's continued presence is contraindicated by the Physician or Manager for sound medical reasons;
  - 3.9.1.4 infection control is a concern including but not limited to the Service Animal being visibly unhealthy or posing a Direct Threat; and
  - 3.9.1.5 the Handler fails to attend to 3.6.
- 3.9.2 Where a Handler is a Patient and must be separated from their Service Animal, the Manager or Physician shall:
- 3.9.2.1 document in the Handler's health record the circumstances and rationale for removal or exclusion of the Service Animal;
  - 3.9.2.2 communicate to the Handler the reasons and rationale for removal and exclusion;
  - 3.9.2.3 contact the Designated Person to assume responsibility for the Service Animal and if they are not available, the organization that trained the Service Animal;
  - 3.9.2.4 in the event of exceptional circumstances where there is no Designated Person or other individual to take care and control of the Service Animal, arrangements for Staff to temporarily take care and control of the Service Animal may be considered and approved by the Manager where the Handler signs Appendix C - Release, Disclaimer And Waiver of Liability: Where No Designated Person Available
  - 3.9.2.5 make reasonable arrangements to address the Handler's clinical needs in the absence of the Service Animal;
  - 3.9.2.6 place the Handler's items in a bag belonging to the Handler or if unavailable in a pillow case labeled with the Handler's name and provide the belongings to the Designated Person for the purposes of keeping the belongings in the same location as the Service Animal; and
  - 3.9.2.7 assist in enabling the Service Animal to return to its Handler and resume its duties as soon as possible; and
  - 3.9.2.8 if another Patient or Patient's visitor brings forth concerns about the presence of a Service Animal (e.g. allergies, fear, or other reasons not related to the Service Animal's demeanor or health), steps should be taken to ensure minimum contact by

that Patient or Patient's visitor with the Service Animal that does not compromise care to either Patient.

3.9.4 Where a Service Animal is being considered for entry into a Restricted Area, does not pose a Direct Threat and only poses a risk to the Handler, the Handler may, after being informed of the risks related to having the Service Animal present in a Restricted Area:

- 3.9.4.1 assume the risk(s) such that the Service Animal may be permitted to stay with the Handler. In such an instance, the Manager or Physician shall:
- document in the Patient's health record and notify the Designated Person of the procedure, in the event they are needed to be called upon to assume care and control of the Service Animal;
  - ask the Handler to sign Appendix D - Release, Disclaimer and Waiver of Liability: Service Animal Remaining with Handler in a Restricted Area.

3.9.4.2 if the Handler does not wish to assume the risk, the Manager will contact the Designated Person to accept care and control of the Service Animal.

3.9.5 A Handler with a Service Animal may only be permitted to assume health and/or safety risks that will not adversely affect others or put others at risk.

3.9.6 Each situation shall to be considered individually and in consultation with the Handler. Consultation with Patient Relations and or Risk Management is recommended in difficult situations.

#### 4.0 **PROCEDURES:**

Sites may develop processes and procedures as appropriate to support this policy including providing information to Handlers regarding outdoor areas on the property where Service Animals can be taken to address bodily needs.

#### 5.0 **REFERENCES:**

- 5.1 The Accessibility for Manitobans Act, (2013, C.C.S.M. c. A1.7). Retrieved from the Government of Manitoba website.  
<http://web2.gov.mb.ca.proxy2.lib.umanitoba.ca/laws/statutes/ccsm/a001-7e.php>
- 5.2 Hanover and District Hospital (2013). *Accessibility standards for customer service*. Retrieved from <https://www.hanoverhospital.on.ca/downloads/53.pdf>.
- 5.3 The Johns Hopkins Hospital. (2010). *Service animal for patient/visitor policy*. Retrieved from [http://www.hopkinsmedicine.org/the\\_johns\\_hopkins\\_hospital/docs/service\\_animal\\_2010.pdf](http://www.hopkinsmedicine.org/the_johns_hopkins_hospital/docs/service_animal_2010.pdf).

- 5.4 Manitoba Disabilities Issues Office, Customer Services Standards Development Committee (2014). *The Accessibility for Manitobans Act: discussion paper on an initial proposed customer service standard*. Retrieved from [http://www.gov.mb.ca.proxy2.lib.umanitoba.ca/dio/pdf/initial\\_draft\\_of\\_cs\\_standard\\_april\\_9\\_14.pdf](http://www.gov.mb.ca.proxy2.lib.umanitoba.ca/dio/pdf/initial_draft_of_cs_standard_april_9_14.pdf)
- 5.5 Manitoba Human Rights Commission. (2010). *Fact sheet: Persons with service dogs and The Human Rights Code*. Retrieved from [http://www.manitobahumanrights.ca/publications/factsheets/factsheet\\_service\\_dogs.html](http://www.manitobahumanrights.ca/publications/factsheets/factsheet_service_dogs.html)
- 5.6 Manitoba Human Rights Commission. (2015). *Service animal public consultation report*. Retrieved from [http://www.manitobahumanrights.ca/publications/reportsandsubmissions/service\\_animal\\_consultation\\_report.pdf](http://www.manitobahumanrights.ca/publications/reportsandsubmissions/service_animal_consultation_report.pdf)
- 5.7 Mount Sinai Hospital. (2014). Service animals, therapy animals and patient pets. Retrieved from [http://www.mountsinai.on.ca/about\\_us/corporate-information/policies/accessibility/service-animals-therapy-animals-and-patient-pets-policy](http://www.mountsinai.on.ca/about_us/corporate-information/policies/accessibility/service-animals-therapy-animals-and-patient-pets-policy)
- 5.8 The Service Animals Protection Act, (2015, C.C.S.M. c. S90). Retrieved from the Government of Manitoba website. <http://web2.gov.mb.ca.proxy2.lib.umanitoba.ca/laws/statutes/ccsm/s090e.php>
- 5.9 Trillium Health Partners. (2013). *Accessibility services policy and procedure*. Retrieved from <http://trilliumhealthpartners.ca/patientrelations/documents/accessibility-%20policy%20%20procedure-final%20-%20feb%2019.pdf>
- 5.10 U.S. Department of Justice, Americans with Disability Act. (2002). *ADA business brief: service animals*. Retrieved from <http://www.ada.gov/svcabrpt.pdf>.
- 5.11 South Winnipeg Integrated Health and Social Services. (2014). *Service Animal policy*.
- 4.12 Winnipeg Health Sciences Centre. (2003). *Dog guides, animal assistants, pet therapy and animal visitation policy*.
- 5.13 Winnipeg Regional Health Authority, Corporate Health Services and Winnipeg Integrated Services (WIS). *Occupational and Environmental Safety and Health Operational Procedure: animals/pets in the client's environment/home*. Retrieved from [http://www.wrha.mb.ca/professionals/safety/files/OP\\_Animals\\_Pets\\_2012.03\\_FINAL.pdf](http://www.wrha.mb.ca/professionals/safety/files/OP_Animals_Pets_2012.03_FINAL.pdf)
- 5.14 Winnipeg Regional Health Authority. (2012). Pets, pet therapy and pet visitation in community health sciences IN *Community Infection Prevention and Control Manual*. Retrieved from <http://www.wrha.mb.ca/extranet/ipc/files/manuals/community/2.2.1.pdf>

**Policy Contact:** *Marlene Stern, WRHA Regional Director Occupational Therapy*

## APPENDIX A

### EXAMPLES of ROLES OF SERVICE ANIMALS AND TIPS FOR INTERACTING WITH A HANDLER OF A SERVICE ANIMAL AND WITH A SERVICE ANIMAL

#### 1. Service Animals and their roles:

Service Animal Roles and Descriptors	Key Tasks	Users
Autism assistance or service dog	<ul style="list-style-type: none"> <li>▪ Keeps a child from running into danger and provides assistance when sensory stimulus is heightened. Dog is attached to the child's waist by a belt and a leash held by an adult.</li> </ul>	People with autism spectrum disorders or developmental/intellectual disabilities.
Guide dog, dog guide, or seeing eye dog	<ul style="list-style-type: none"> <li>▪ Follows directions of Handler and alerts Handler to changes in elevation (e.g. curbs, stairs) and obstacles.</li> </ul>	People with vision loss or impairment
Hearing ear, hearing, sound alert or hearing alert dog, cat, or animal.	<ul style="list-style-type: none"> <li>▪ Alerts Handler to sounds often by a nudge or pawing and leads him/her to the source of the sound.</li> <li>▪ May use a special signal to alert Handler to fire alarm.</li> </ul>	People who are deaf or hard of hearing.
Psychiatric service dog	<ul style="list-style-type: none"> <li>▪ Retrieves and prompts the person to take medicine, retrieves or activates medical alert, leads person out of crowds, etc.</li> </ul>	People with mental health needs.
Service or mobility dog or animal, special skills dog or animal. (Small ponies or miniature horses are used, but are not as common.)	<ul style="list-style-type: none"> <li>▪ May pull wheelchairs, carry objects, pull items, turn handles, or push buttons such as door openers. Larger dogs may provide balance support.</li> </ul>	People with physical disabilities and/or mobility issues.
Seizure, seizure alert, seizure assist, or seizure response dog or animal.	<ul style="list-style-type: none"> <li>▪ Steers Handler from danger during a seizure, activates medical alert</li> <li>▪ Can alert Handler to an oncoming seizure.</li> </ul>	People who have epilepsy or other seizure disorders.

#### 2. The Service Animal is a working animal, not a pet.

- Do not touch or address Service Animals. They are working and are required to pay attention at all times.
- Do not make assumptions about the animal. Not all Service Animals wear special collars or harnesses. However, if they are not wearing a collar or harness, the Handler must have an ID card. If you are not sure if the animal is a Service Animal, ask the person with the Service Animal.
- The Handler is responsible for the care and supervision of their Service Animal. Staff is not expected to provide care or food for the animal. However, Staff can provide water for the Service Animal if the Handler requests this.
- Do not ask the Handler what type of disability the Service Animal is being used for.



**APPENDIX B****SERVICE ANIMAL NOTIFICATION SIGN****ATTENTION**

**A SERVICE ANIMAL IS PRESENT**

Do not touch, talk to, or stare at the Service Animal

**APPENDIX C**

**RELEASE, DISCLAIMER AND WAIVER OF LIABILITY  
WHERE NO DESIGNATED PERSON AVAILABLE**

I \_\_\_\_\_ wish to engage the Winnipeg Regional Health Authority, operating as \_\_\_\_\_, (name of site) (hereinafter the "WRHA") to perform certain voluntary services in relation to my service animal, including but not limited to, feeding, walking, caring, supervising and handling of my service animal during my hospitalization when I am unable to do so, (hereinafter referred as the "services") and I knowingly and willingly assume the risks associated therewith.

As a condition of my receiving the services of the WRHA, I hereby agree to release, indemnify and hold harmless the WRHA, their officers, directors, employees, volunteers, independent contractors and agents and their successors and assigns, from all liability for any loss, damage, injury, claim, cost or expense sustained by me of whatsoever nature and howsoever caused, including any liability that may arise, or any loss, damage, injury, claim, cost, or expense that may be caused or contributed to by the negligence of the WRHA, its service providers, independent contractors, employees or agents in the course of the services I receive. The Release, Disclaimer, and Waiver of Liability applies to all claims, foreseen or unforeseen, including negligence, gross negligence, and breach of statutory or other duty of care.

I understand that the risk of injury to my service animal, even death or disability, is always present and cannot be eliminated when receiving the services. I have informed myself and understand the risks associated with receiving the services, including the risk of injury to or loss of the service animal and/or loss of personal property and I freely accept these risks.

I understand that receiving the services is not recommended by the WRHA, that the WRHA is not in the business of providing such services, does not have the training, skills, or expertise to provide the services, and that alternative arrangements other than the services being provided by WRHA should be made which is the reasonable course of action to take in the circumstances.

I agree that this Release, Disclaimer and Waiver of Liability is intended to be as broad and inclusive as permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

I have read this document carefully and acknowledge that I have complete knowledge and understanding of its contents. I recognize that by signing this document I am waiving certain legal rights, including the right to sue for damages and expenses. I am signing this document voluntarily.

\_\_\_\_\_  
Patient's (Signature)                      Date

\_\_\_\_\_  
Patient's (Print Name)

**APPENDIX D**

**RELEASE, DISCLAIMER AND WAIVER OF LIABILITY  
SERVICE ANIMAL REMAINING WITH HANDLER IN A RESTRICTED AREA**

I \_\_\_\_\_ confirm my request to have my Service Animal stay with me in a Restricted Area, as defined in WRHA's Service Animal Policy, of \_\_\_\_\_ (name of site), (hereinafter the "WRHA") and I knowingly and willingly assume the risks associated therewith. I acknowledge that I have been informed of the risks of having my Service Animal remain with me. I further confirm that I have been advised that the Service Animal does not pose a Direct Threat, as defined in the WRHA's Service Animal Policy.

As a condition of being permitted to keep my Service Animal with me in a Restricted Area, I hereby agree to release, indemnify and hold harmless the WRHA, their officers, directors, employees, volunteers, independent contractors and agents and their successors and assigns, from all liability for any loss, damage, injury, claim, cost or expense sustained by me of whatsoever nature and howsoever caused, including any liability that may arise, or any loss, damage, injury, claim, cost, or expense that may be caused or contributed to by the Service Animal or in relation to the presence of the Service Animal. The Release, Disclaimer, and Waiver of Liability applies to all claims, foreseen or unforeseen, including negligence, gross negligence, and breach of statutory or other duty of care.

I understand that the risk of injury, including death or disability, to myself or my Service Animal is always present and cannot be eliminated. I have informed myself and understand the risks associated with having the Service Animal remain with me in a Restricted Area, including the risk of injury to or loss of the Service Animal and I freely accept these risks.

I understand that permitting the Service Animal with me in a Restricted Area is not recommended by the WRHA, that the WRHA is not in the business of providing services under such circumstances, does not have the training, skills, or expertise to provide services under such circumstances, and that alternative arrangements other than the keeping the Service Animal with me in a Restricted Area should be made which is the reasonable course of action to take in the circumstances.

I agree that this Release, Disclaimer and Waiver of Liability is intended to be as broad and inclusive as permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

I have read this document carefully and acknowledge that I have complete knowledge and understanding of its contents. I recognize that by signing this document I am waiving certain legal rights, including the right to sue for damages and expenses. I am signing this document voluntarily.

\_\_\_\_\_  
Patient's (Signature) Date

\_\_\_\_\_  
Patient's (Print Name)