



BOARD MEMBER REFERENCE MANUAL

Approved: _____
(Date)

TABLE OF CONTENTS

SECTION 1

▪ Backgrounder.....	3
▪ Vision, Mission & Values.....	5
▪ Members of the Board of Directors.....	6
▪ Members of the Leadership Team.....	6
▪ Organizational Chart.....	8

SECTION 2

▪ Strategic Plan- 2021-26.....	9
▪ Shoreham/Northwood Agreement.....	14
▪ Shoreham/Northwood Agreement Evaluation.....	21

SECTION 3

▪ Board Policies	
- Role of the Board.....	25
- Role of the Board Chair.....	26
- Conduct of Directors.....	27
- Nominating Committee.....	29
- Board Meeting Processes.....	30
▪ Appendices	
- A. Board Meeting Evaluation Form.....	33
- B. Confidentiality of Information Form.....	34
- C. Declaration of Not Being an Ineligible Individual Form.....	35

SECTION 4

▪ Board By-Laws.....	37
----------------------	----

SECTION 5

▪ Homes for Special Care Act and Regulations	
▪ Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities	
▪ Resource Website: https://novascotia.ca/dhw/ccs/long-term-care.asp	

BACKGROUND

Shoreham Village is located at 50 Shoreham Village Crescent off Highway 3 in Chester. It is part of a 14-acre property that also houses Seniors Apartments and a Health Resource Center, both of which are governed by a separate Board of Directors.

Shoreham Village Senior Citizens Association is a non-profit charitable organization that operates a nursing home to provide long term care to older adults. It was founded in 1974 by a group of local citizens to accommodate the needs of a growing aging population in the area.

Today Shoreham Village is home to 89 residents, one Respite Bed and a Palliative Care Bed. Individuals residing at Shoreham are directly cared for a multidisciplinary team consisting of physicians, registered nurses, licensed practical nurses, continuing care assistants, dietitians, physiotherapy, occupational therapy, recreation and pastoral care. In addition, a variety of support services (e.g. environmental, laundry, maintenance, food service) enhance the overall service and quality of life for our residents.

Shoreham is licensed and inspected by the Department of Seniors and Long Term Care (SLTC). Shoreham is largely financed through daily accommodation rates set by the Department of Seniors and Long Term Care.

However, Shoreham receives exceptional support from our community to help maintain a high quality of life and standard of care for our residents. The Shoreham Village Foundation has a long history of fundraising and developing relationships with our community and donors. They have supported Shoreham in obtaining personal items for residents, recreational activities, furniture, as well as improvements to our building. We are extremely grateful for their support.

The Shoreham Village Ladies Auxiliary was established in 1979 to help with the needs of Shoreham Village residents. For over 30 years the Auxiliary raised funds and hosted activities to support the quality of life for residents.

Over the years the Auxiliary hosted fundraising activities that helped to purchase needed items for our residents, equipment needs and a number of special projects. They hosted Annual Christmas parties which included an afternoon of music, family and friends and special celebrations such as Birthday parties. They filled stockings for residents at Christmas each year and purchased an endless list of items. They provided funds to support Resident Outings and Resident Christmas Hair Cuts. The Auxiliary helped us to re-establish the Shoreham Village Store. After 30 years of tireless effort, the Auxiliary decided to wind down in January 2019. The Ladies Auxiliary has been such an important part of our history and has played a crucial role in raising the community's awareness regarding the challenges faced by our residents and organizing the community to support our efforts.

Due to growing fiscal and service delivery expectations, in 2015 the Shoreham Board of Directors issued an RFP to pursue a partnership with another long term care provider. In January 2016, the Board of Directors entered in to an agreement with Northwood for a shared CEO. Through this agreement, the CEO and team at Northwood provide leadership to the local team and are accountable for all operational aspects including resident care, human resources, financial services, communications and clinical support.

At Shoreham, we respect the aging process and believe in our residents' right to make their own choices. We strive to provide physical, emotional, social and spiritual support to ensure our residents feel fulfilled.

Through their commitment to serving others, our team of volunteers significantly contributes to the quality of life of our residents – as well as supporting our staff. Working side by side our 175 dedicated employees, they are an integral part of our Shoreham family.

Shoreham greatly values the active participation of family and friends of our residents and our community overall. We encourage activity and communication among the generations both inside and outside our facility to build relationships that benefit all. It is the collaborative efforts of residents, family members, staff, volunteers and the broader community that give Shoreham the feeling of “home” for which we are known.

Our Vision, Mission & Values

Our Mission

To provide a high quality living experience for those who call Shoreham home.

Our Vision

A leader in excellence and innovation in Long Term Care

Our Values

Integrity: We are honest, ethical, respectful, open and transparent.

Joy and Fun: We create a comfortable, enjoyable environment where residents are the focus and staff and volunteers are recognized and valued.

Quality: We ensure a high quality, safe and caring environment within our resources.

Teamwork: We embrace diversity and foster innovation and creativity through team work, collaboration and partnerships.

MEMBERS OF THE BOARD OF DIRECTORS

<i>Alice Leverman, Chair</i>	902-277-1946	<i>leverman81@gmail.com</i>
<i>Patsy Brown, Vice Chair</i>	902-275-5175	<i>patsybrown.rincon@gmail.com</i>
<i>Nancy Timbrell-Muckle, Director</i>	902-275-3073	<i>nancym4@gmail.com</i>
<i>Elizabeth Finney, Director</i>	902-275-4630	<i>efinney@bellaliant.net</i>
<i>Joseph Green, Director</i>	902-275-3024	<i>josephdanielgreen@yahoo.ca</i>
<i>Andrew Snyder, Director</i>	902-298-2554	<i>andrew.snyder@sobeys.com</i>
<i>Brian Webb, Director</i>	902-476-8939	<i>brian.e.webb@gmail.com</i>

SHOREHAM VILLAGE and NORTHWOOD PARTNER LEADERSHIP TEAM

<i>Janet Simm</i> Chief Executive Officer	902-275-5631 ext. 234 <i>j.simm@shorehamvillage.com</i>
<i>Kim Croft</i> Nursing Services Manager	902-275-5631 ext.242 <i>k.croft@shorehamvillage.com</i>
<i>Danyka Devost</i> Nursing Services Manager	275-5631 ext.246 <i>d.devost@shorehamvillage.com</i>
<i>Gaye Ernst</i> Manager of Support Services	275-5631 ext. 227 <i>g.ernst@shorehamvillage.com</i>
<i>Niki Rodenhizer</i> Manager of Recreation and Volunteer Services	902-275-5631 ext. 235 <i>n.rodenhizer@shorehamvillage.com</i>
<i>Melissa Houghton</i> Manager of Nutrition Services	902-275-5631 ext. 229 <i>m.houghton@shorehamvillage.com</i>
<i>Anita Wilwand</i> Manager of Staffing and Care Support	902-275-5631 ext. 232 <i>a.wilwand@shorehamvillage.com</i>

Northwood

Caroline Campbell
**Corporate Director of
People Services** 902-240-3141
caroline.campbell@nwood.ns.ca

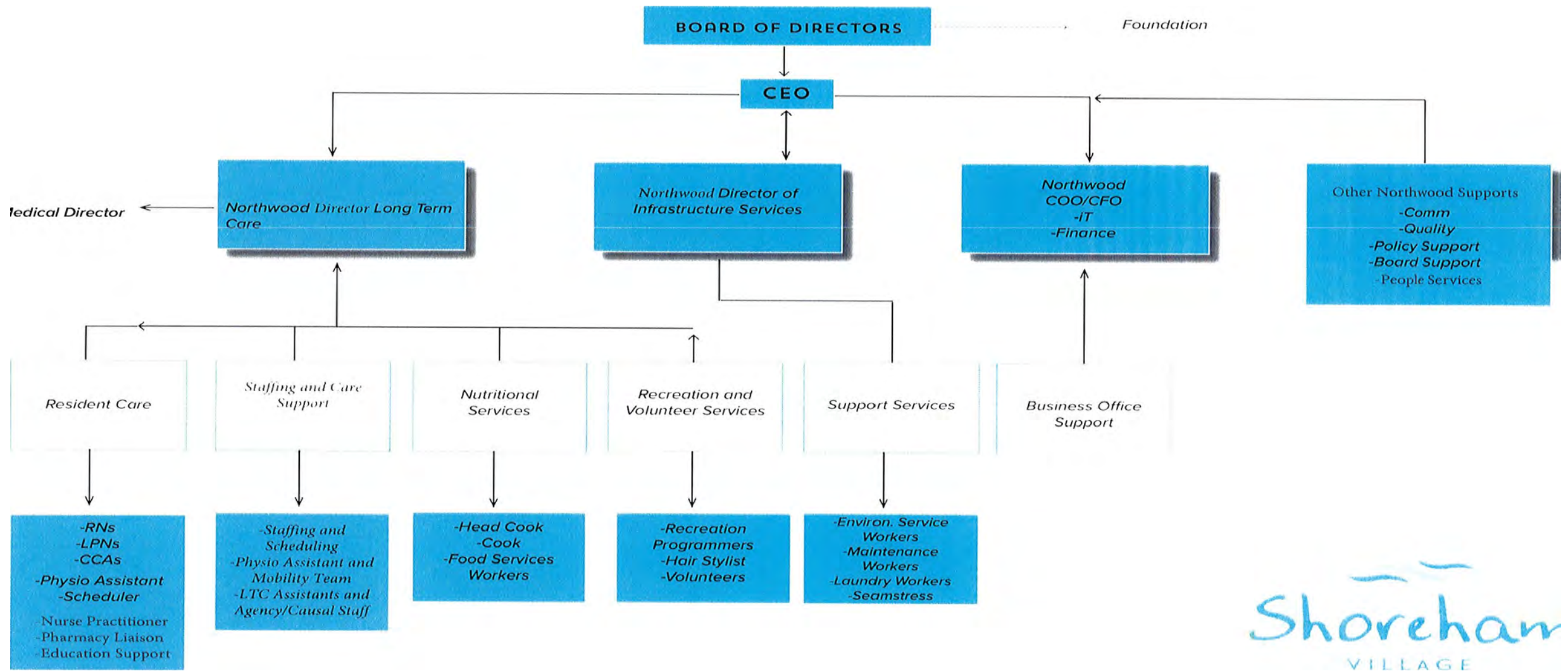
Reinhard Jerabek
CFO/COO 902-483-4964
rjerabek@nwood.ns.ca

Brandon Meisner
**Director of Infrastructure
Services** 902-223-6659
brandon.meisner@nwood.ns.ca

Jennifer Tucker
**Director of
Long Term Care** 902-223-9639
jtucker@nwood.ns.ca

March 10, 2022

SHOREHAM VILLAGE SENIORS CITIZENS ASSOCIATION/NORTHWOOD PARTNERSHIP
Reporting Relationships



Organizational Structure

Shoreham Village Strategic Plan

Update: 2021 – 2026

Our priorities are in three categories: People, Places and Performance.

People:

Priority 1: Strengthening the Long Term Care Services We Provide

Priority 2: Be a Recruitment Magnet

Priority 3: Be an Employer of Choice

Places:

Priority 1: Capital Redevelopment

Performance:

Priority 1: Achieving Accreditation Status

Priority 2: Management Agreement Model

Priority 3: Strategic Alliances and Advocacy

People

Everything we do is for the care and comfort of our residents, the confidence of their family members who trust us and the wellbeing of our staff and volunteers.

Priority 1: We will be tireless advocates for the quality of life of our residents by ensuring that the resources we have are directed to the highest quality of care that can be provided, and that the resources we need are clearly understood by our funders. Our focus will be to **strengthen the long term care services we provide** so that they are sustained to the highest possible standard.

Strategic Initiatives:

- Inform the development of the Provincial strategy for Continuing Care
- Report regularly and transparently to funders and stakeholders about opportunities to strengthen long term care services
- Conduct resident and family surveys to assess levels of satisfaction

Desired Outcomes

- increased provincial government investment in long term care services
- increased hours of care ratios with further investment in a multidisciplinary team
- consistently high levels of resident and family satisfaction with the quality of care they experience

Priority 2: The best people are attracted to organizations that have a reputation for being a great place to work. Shoreham Village needs to **be a recruitment magnet**, which means that all staff experience a deep sense of belonging to an organization that values them. Every staff member must feel safe in the work they do, respected in the relationships they have and confident in their ability to fulfil their own potential through ongoing professional development and progressive opportunities. We also need creative approaches to recruitment, including raising awareness among students about career choices in the sector, providing financial incentives for training and sign-up, advocating for affordable housing in the community for people who want to work here, and addressing the need for child care for employees.

Strategic Initiatives:

- develop a 3-5-year recruitment strategy that includes immigration components and promotes Shoreham as an exceptional employer
- creating a pathway for individuals to join the organization and support them in achieving a Continuing Care Assistant (CCA) certification,
- continue to offer professional development/upgrade opportunities to employees who are interested in this career pathway
- creation of bursaries and sign-up incentives for new graduates
- provide opportunities for students to engage in the life of the organization, as visitors, volunteers or interns
- advocate for and support affordable housing solutions in the community
- explore the feasibility of providing on-site child care for employees
- showcase employee initiatives, individual or team-based, that exemplify the qualities of excellence and innovation

Desired Outcomes

- Reduced length of time to fill vacancies
- Reduced staff vacancy rate
- Increased satisfaction scores on employee satisfaction surveys
- Increased number of staff who report having visited or volunteered at Shoreham as a student

Priority 3: Shoreham Village is fortunate to have dedicated employees, and we want to keep them. Providing a safe and supportive workplace, creating a team environment, creating pathways for progressive career development and demonstrating that we value the dedication of our employees is vital to our retention strategy. We want to **be an employer of choice** in the community, and in the Continuing Care Sector.

Strategic Initiatives:

- create a state of the art model of care enabled by technology
- continue to build and foster a multidisciplinary team/collaborative model for delivery of services

- Ensure staff have the resources they need to work in a safe and supportive environment
- Provide career development opportunities for staff to progress within the organization
- Create opportunities to celebrate employee excellence

Desired Outcomes:

- High level of performance in the following areas:
 - staff vacancy rate
 - staff sick time rate
 - WCB claims due to injury and stress
 - staff turnover rate
 - succession planning
 - training opportunities (including in-house programs)
 - rates of promotion and career progression

Places

Our tag line is A Campus for Living. Our campus is shared by our partners who deliver affordable housing services to our community and the Health Centre (OHC). The Campus is a home for the residents who live in our long term care facility and the tenants who live in the apartments, a workplace for our employees and volunteers and a resource hub for the community. To fulfill this mandate, we will work collaboratively with our partners to design and maintain our buildings, grounds and services to achieve the highest standards and maximum value for those who live, work and meet here.

Priority 1: Over the next five years, a major focus will be on **the capital redevelopment** of the current structure – either a replacement or a major renovation. We will continue to work with government as it fulfills its commitment to make the necessary investment to bring our facilities up to modern standards of safety and comfort.

Strategic Initiatives:

- Launch a project team to oversee the capital redevelopment
- Develop grounds’ design and use as community assets, such as the gardens (for area residents’ vegetable production) and the pond (for winter skating activities)

Desired Outcomes:

- Completion of capital redevelopment project
- Increased participation of community members in on-site hosted activities and services we can offer those who call the Shoreham Village Campus home as well as community members.
- Increased level of multi-generational involvement in resident life
- Increased level of ‘sense of community’ as reported by residents, family members and staff

Performance

Shoreham Village strives for excellence in all we do and will continue to build its reputation as a leader in the Continuing Care sector. The management agreement we have in place with Northwood Care, Inc. has proven to be fundamental to our success and we see a strong future for both organizations if we continue on this shared path.

Priority 1: Shoreham Village will participate in the national Accreditation process with the goal of meeting or exceeding all the standards set out. This will be a significant undertaking by management, staff and the Board.

Achieving accreditation status will be a significant milestone for this organization.

Strategic Initiatives:

- Complete the Accreditation process
- Measure and report on quality of care indicators
- Create opportunities to celebrate organization successes, examples of employee leadership and service excellence
- Conduct regular self-assessments of governance performance

Desired Outcomes:

- Achievement of Accreditation status
- High levels of performance in quality of care indicators
- High levels of performance in provincial licensing.
- High levels of confidence in organization leadership, as reported through internal and external stakeholder feedback

Priority 2: Shoreham Village entered into an innovative relationship in 2016 through the development of a **management agreement model** with Northwood Inc. On the strength of our experience, we believe there is much to be learned from this model and that it has the potential to benefit other organizations within and outside the Continuing Care sector.

Strategic Initiatives:

- Update the accountability framework between Northwood and Shoreham to ensure clarity of roles, responsibilities and expectations of both Parties.
- Complete a performance review of the Management Agreement to ensure that Shoreham's needs continue to be met and that Northwood continues to be able to furnish them
- Report publicly and transparently on the performance of the organization, and on the benefits of the management agreement with Northwood to Shoreham Village

Desired Outcomes:

- High performance in the following areas:
 - accuracy of forecasts
 - timeliness of financial reporting
 - identification of risks and mitigation strategies
 - stakeholder confidence in the performance of the organization

Priority 3: There are several service delivery organizations focused on the needs of the elderly and disabled in the Shoreham Village catchment area. This creates opportunities for mutual support and **strategic alliances** with local governing organizations, particularly as it relates to attracting funding, staff and volunteers in ways that amplify impact, reach and effectiveness. There is particular need for affordable housing and supports for assisted living, and will seek out alliances to support **advocacy** in this regard.

Strategic Initiatives:

- Create an asset map of organizations in the area with a shared interest in supporting the populations we serve
- Facilitate exploration of strategic alliances including cross-promotion, joint planning, shared services and cross-appointment of Board members
- Pursue one or two strategic alliances around advocacy for affordable housing and assisted living, evaluate and plan forward

Intended Outcomes:

- Increase in the number of organizations with whom Shoreham can collaborate on program development
- Increase in the number of board member cross-appointments in the related governance community
- Increase in the number of cross-promotion, joint planning and shared services involving Shoreham Village and other organizations

This Agreement renewed as of the _____ day of _____, 2019

SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION - Duly incorporated under the Societies Act of Nova Scotia

Hereinafter referred to as "Shoreham"

OF THE FIRST PART

AND

NORTHWOOD SUPPORT SERVICES INCORPORATED, a body corporate

Hereinafter referred to as "Northwood"

OF THE SECOND PART

Whereas Shoreham and Northwood are nonprofit organizations providing long term care services;

And whereas Shoreham, in support of its objectives, has determined a need for a long term agreement to provide operational support/management services;

And whereas Northwood has agreed to enter into this Agreement to provide such operational support /management services to Shoreham in a manner consistent with Shoreham Board of Directors Policies, By Laws and Strategic Priorities, all as of 2016, and in alignment with Shoreham's Mission, Vision and Values;

And whereas Shoreham has agreed, by Board motion on July 28, 2015, to enter into this Agreement with Northwood for such support/services;

And whereas the parties agree that quality, safety and risk management for residents and employees are vital concerns and priorities;

And whereas the President and Chief Executive Officer (CEO) shall be granted the authority and shall retain the responsibility throughout the term of this Agreement to manage the operations of Shoreham on a day to day basis in accordance with existing practices and within available resources. The President and CEO shall be accountable to report to the Shoreham Board of Directors and in particular to notify the Board of critical events / issues as they occur;

Therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shoreham and Northwood hereby covenant and agree, each with the other, as follows: .

1. AGREEMENT

- a) Shoreham hereby enters into this Agreement with Northwood and appoints Northwood's President and CEO as Shoreham's President and CEO to provide operational support/management services to Shoreham as directed by the Shoreham Board of Directors and within available resources according to the terms and conditions contained in this Agreement and the Schedules that are attached to it and which form part of this Agreement.
- b) The Shoreham Board of Directors and the Northwood Board of Governors shall evaluate the performance of the President and CEO based on mutually agreed expectations. A member of the Shoreham Board of Directors shall participate as a full member of the selection committee when and howsoever often Northwood chooses a new President and CEO.
- c) This Agreement is subject to the modification and termination rights of the Parties as are set out herein.

2. RESPONSIBILITIES OF NORTHWOOD

- a) The President and CEO agrees to undertake the duties and be responsible for all operational aspects of Shoreham, as directed by the Shoreham Board of Directors including, without limitation, resident care, human resources, financial services, communications and clinical support and as otherwise is outlined in this Agreement and its Schedules, within available financial and human resources.
- b) The services provided by Northwood will be administered by the President and CEO, whether employees or contractors, as may be deemed necessary by the President and CEO, and provided such supports are within available financial and human resources available to Shoreham.
- c) Northwood shall adhere to the terms of any prevailing agreements that Shoreham has with third parties, including Shoreham Village Senior Citizens Apartments Association, Canada Mortgage and Housing Corporation (Mortgages and Operating Agreements), Housing Development Corporation (Mortgages) and the Nova Scotia Health Authority (Service Agreement) and will, in addition, adhere to and cause Shoreham to adhere to all other agreements that may be disclosed to Northwood by Shoreham from time to time. Northwood shall immediately advise Shoreham if Northwood becomes aware of any breach or anticipated breach of any such agreements.
- d) It is acknowledged and agreed that any contracts, agreements, or obligations of any kind entered into by the President and CEO, with third parties and related to the discharge of the responsibilities hereunder, shall be entered into by the President and CEO as agent on behalf of Shoreham and, excepting as mandated by this Agreement or in the case of its gross negligence, Northwood shall have no liability whatsoever with respect to the obligations or the terms of any such contract, agreement or obligation.

3. RESPONSIBILITIES OF SHOREHAM

- a) During the term of this Agreement, the Shoreham Board of Directors agrees to appoint the President and CEO of Northwood from time to time as President and CEO of Shoreham and Shoreham shall take all corporate steps as are necessary to effect such appointment.
- b) Shoreham shall provide Northwood with all available contracts, documents, records and other material deemed by Northwood to be required to carry out its responsibilities under this Agreement.
- c) Shoreham Board of Directors shall give authority to the President and CEO for the preparation and management of the annual Shoreham Board of Directors approved budget, which budget shall include all operational costs, including third party service providers, as contemplated by this Agreement.
- d) Shoreham shall and does hereby grant to the President and CEO full authority to enter into such agreements and contracts as agent for Shoreham and in its name, which the President and CEO reasonably determines, in his or her discretion, are required for the efficient and effective carrying out of the responsibilities hereunder; and
- e) Shoreham shall retain its license to operate under the Department of Seniors and Long Term Care, retain its Service Agreement with South Shore Health (now the Nova Scotia Health Authority), maintain its name and brand in the community, remain an autonomous and independent organization and, subject to the terms of this Agreement, with its full right to govern.

4. INDEMNIFICATION AND INSURANCE

- a) Shoreham hereby indemnifies and saves Northwood harmless from and against any and all actions, claims, costs, liability, loss or damage which Northwood may sustain, incur or be put to by reason of or arising out of this Agreement and from liabilities and injuries suffered by any employee of Northwood or other persons. Nothing herein shall place any obligation on Shoreham to indemnify Northwood for or on account of any loss or damages suffered as a result of the gross negligence or wilful misconduct, misrepresentation or non-disclosure on the part of Northwood, its employees or agents.
- b) Northwood hereby indemnifies and saves Shoreham harmless from and against any and all actions, claims, costs, liability, loss or damage which Shoreham may sustain, incur or be put to by reason of or arising out of this Agreement and from liabilities and injuries suffered by any employee or other persons. Nothing herein shall place any obligation on Northwood to indemnify Shoreham for or on account of any loss or damages suffered as a result of the gross negligence or wilful misconduct, misrepresentation or non-disclosure on the part of Shoreham, its employees or agents.
- c) Shoreham shall carry, at its own expense, adequate insurance (professional and commercial liability insurance, with a minimum limit of liability of not less than \$5,000,000) to protect Northwood, in the same manner as Shoreham is protected, against third party liability arising out of the use of Shoreham's premises or the carrying out of the responsibilities by Northwood in this Agreement, including as specified in the Schedules hereto. Such insurance coverages shall also include business interruption insurance and shall be in a form and content as required by Northwood, acting reasonably.

- d) Northwood shall carry, at its own expense, adequate insurance (professional and commercial liability insurance, with a minimum limit of liability of not less than \$5,000,000) to protect Shoreham, in the same manner as Northwood is protected, against third party liability arising out of its use of Shoreham's premises or the carrying out of the responsibilities by Northwood in this Agreement, including as specified in the Schedules hereto. Such insurance coverages shall be in a form and content as required by Shoreham, acting reasonably.
- e) Shoreham shall ensure that Northwood is named as an Additional Insured under Shoreham's commercial insurance policy and that the terms of that policy provide for coverage sufficient to address the requirements of this Agreement. Shoreham shall provide Northwood with a copy of its insurance coverages as of the date of execution hereof and every annual renewal thereof.
- f) Northwood shall ensure that Shoreham is named as an Additional Insured under Northwood's commercial insurance policy and that the terms of the policy provide for coverage sufficient to address the requirements of this Agreement. Northwood shall provide Shoreham with a copy of its insurance coverages as of the date of execution hereof and every annual renewal thereof.

5. AUTHORITY .

Shoreham shall ensure that, at all times, it shall have received such consents and directions necessary for the President and CEO to have the authority to discharge the responsibilities and to carry out the terms of this Agreement. The President and CEO shall at all times be entitled to rely upon and have the obligation to act upon the instructions of the Shoreham Board of Directors. All Shoreham staff will be required to report directly to the President and CEO or as otherwise delegated by the President and CEO.

6. RECORDS

- a) All copies of records, reports and documents provided to Shoreham shall be the property of Shoreham.
- b) Northwood shall maintain full and complete records of all activities performed in accordance with the Schedules to this Agreement and Shoreham shall at all times have access to such records as required.
- c) Northwood and Shoreham shall, at all times, be entitled to disclose the existence of this Agreement to third parties.

7. DEFAULT

The parties agree that each of the following shall constitute an event of default:

- a) Should either party breach any term, condition, covenant or obligation under this Agreement.
- b) Should either party become insolvent or make an application or have a petition issued under the Bankruptcy and Insolvency Act or Companies' Creditor Arrangement Act.
- c) Should the Shoreham Board of Directors refuse to approve the annual budget?

- d) Should the Department of Seniors and Long Term Care (N.S.) refuse to fund the operations of Shoreham?
- e) Should Northwood be prevented, for any reason, and of which Northwood shall be the sole judge, from diligently carrying out its duties and responsibilities in an efficient and timely basis and in accordance with its operational and management policies from time to time.
- f) Should Northwood not receive any payment as contemplated by the Shoreham Board of Directors approved budget as and when such payment is due.
- g) Should the Shoreham Board of Directors not approve of the appointment of the Northwood President and CEO from time to time, .

8. TERM AND TERMINATION

- a) The term of this Agreement shall begin on June 19, 2019 and shall continue until terminated by either party.
- b) Either Party may, at any time and without cause, give to the other Party twelve (12) calendar months' written notice of termination of this Agreement and such notice period will begin on the first day of the calendar month following delivery of such written notice unless the notice is delivered on the first business day of a calendar month, in which case the notice period will begin on that day.
- c) In the event of default of performance by either party, including as set out in paragraph 7 hereof, the other Party may give six (6) months written notice ("Default Notice") of such default, such notice period to begin on the first day of the calendar month following delivery of the Default Notice. If the default has not been remedied within the 6 months from the date of the Default Notice, ("Termination Date"), this Agreement shall be deemed to have been terminated as of the Termination Date excepting with respect to compensation due to Northwood which shall continue to be paid on a pro rata basis during any transitional period thereafter and until Northwood duties and responsibilities under this Agreement have ceased.
- d) As of the Termination Date:
 - i) The Parties shall retain all rights and remedies arising from an event of default;
 - ii) All obligations of Northwood shall cease and Shoreham shall assume the obligations of any and all contracts which Northwood has made in carrying out this Agreement;
 - iii) Northwood shall, within sixty (60) days of the Termination Date, render a final accounting to Shoreham;
 - iv) Northwood shall within thirty (30) days of the Termination Date, surrender and deliver to Shoreham all contracts, records, files and other information in its possession relating to Shoreham, including structural or other diagrams of the alterations or improvements to the property made during Northwood's tenure.

9. RESOLUTION OF DISPUTES

- a) Excepting with respect to paragraphs 7(b) and (c), in the event that the Parties encounter a disagreement as to the interpretation or implementation of this Agreement, they will first attempt to resolve the matter through discussions between the Parties or individuals appointed in their place specifically for the purpose of attempting reconciliation of any such disagreement. In the event that reconciliation cannot be met, the Parties agree the Chair of the Shoreham Board of Directors and the Chair of the Northwood Board of Governors shall further attempt to reconcile any difference of views and failing which, either party may elect to resolve the disagreement through arbitration as set out below.
- b) After making reasonable attempts to resolve any matter in the manner provided for in clause (a) above and should a disagreement or dispute between the Parties with respect to the interpretation or implementation of this Agreement persist, it shall be arbitrated as follows: an arbitration panel will be struck consisting of three (3) members - one (1) to be nominated by Shoreham, one (1) to be nominated by Northwood and one (1) to be nominated by consensus of the first two aforementioned nominees. The determination of this panel shall be final and binding on the Parties. Each party shall bear their own costs and shall equally share the costs of the panel.
- c) It is understood and agreed that the defaults set out in paragraphs 7 (b), (c) and (g) shall not be subject to arbitration or bi-party resolution but shall, at the option of either party, be grounds for termination of this Agreement.

10. AGREEMENT BINDING

This Agreement shall be binding upon the Parties, their executors, administrators and successors and permitted assigns.

11. HEADINGS

The headings of the clauses and sub clauses in this Agreement have been inserted for convenience and reference and in no way define, limit or enlarge the scope or meaning of this contract.

12. INVALID PROVISIONS

In the event that any provision of this Agreement contract, or any part thereof, shall be found to be invalid, the remainder of this Agreement contract shall be binding on the Parties and it shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

13. ENTIRE AGREEMENT AND AMENDMENT

It is agreed there is no representation, warranty, collateral agreement or condition between the Parties affecting this Agreement.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

The parties have executed this agreement by the signature of their authorized representatives on the 19 day of June, 2019.

Shoreham Village Senior Citizens Association

per Susan D. Nelson

per Letsy Brown
We Have Authority To Bind Shoreham

Northwood Support Services Incorporated

per [Signature]

per [Signature]
We Have Authority To Bind Northwood

LIST OF SCHEDULES

- SCHEDULE 1 SHOREHAM MISSION VISION VALUES
- SCHEDULE 2 NORTHWOOD MISSION VISION VALUES
- SCHEDULE 3 SHOREHAM BOARD POLICIES
- SCHEDULE 4 SHOREHAM 2015-2016 BUDGET (DHW)
- SCHEDULE 5 NORTHWOOD ORGANIZATION STRUCTURE
- SCHEDULE 6 SHOREHAM ORGANIZATIONAL STRUCTURE AS OF FEBRUARY 2016

Shoreham Village Board of Directors
Criteria for Shoreham/Northwood Agreement Evaluation

Indicator	Measure (over 12 months)	Data Source	Finding (actual performance)	Value	
Quality of Care	Resident satisfaction/quality of life	Resident satisfaction survey to be completed at a minimum of every 2 years. An action plan is established. All actions will be complete with in 6 months.	Accrued report		
	Occupancy rate	Annual Average occupancy rate above 96% (post pandemic)	Scorecard		/5
	Incident rate	Incident Rate Per 1000 Resident Days remains under 20 / quarter	Scorecard		/5
	Responsive behaviours	Rate Per 1000 Resident Days remains under 5/ quarter	Scorecard		/5
	Falls	Fall Rate Per 1000 Resident Days remains under 8/ quarter	Scorecard		/5
	Medication errors	Rate Per 1000 Resident Days remains under 5/ quarter	Scorecard		/5
	Respiratory infections	Rate Per 1000 Resident Days remains under 5/ quarter	Scorecard		/5
	UTIs	Rate Per 1000 Resident Days remains under 10/ quarter	Scorecard		/5
	Skin lesions requiring treatment (bed sores)	Rate Per 1000 Resident Days remains under 5/ quarter	Scorecard		/5
	Gastrointestinal problems	Rate Per 1000 Resident Days remains under 5/ quarter	Scorecard		/5
	Licensing status	Continued good standing	licensing report		
Financial and Risk Management	Accuracy of forecasts	Forecast variances can be explained	Regular Board Meeting Report		/2.5
	Timeliness of financial reporting	No unreasonable delays in reporting	Regular Board Meeting Report		/2.5
	Risk identification and mitigation	Monitors Trends and develops Action Plans where required Identifies and responds to emergent risk issues Communicates with The Board in accordance with the Risk Management Framework which includes Service Delivery Risks (indicators noted above) and Corporate Risks: <ul style="list-style-type: none"> - Compliance Risks (Standards and Licensing and Annual Audit Process) - Financial Risk (Monthly financial reporting, Annual Audited statements) - Operational Risks (Cyber security and COVID-19 2 solid indicators that the Partnership provides operational depth/redundancies, expertise and support as opposed to a stand-alone structure) 	CEO report/ Risk Report/Scorecard		/5

		<ul style="list-style-type: none"> - Reputational Risk (Public reporting, transparency) - Strategic Risk (Strategic Planning Process, progress toward established goals) <p>Emergent Risks are communicated to the Board via email. Risk Report tracking, monitoring and progress reports are communicated through the Scorecard, Financial Reports and Audited Statements and the CEO Report to the Board of Directors.</p>			
HR Management	Workplace safety	Same as or improved rate of injury/WCB claims	Scorecard		/5
	absenteeism	Same as or improved rate of absenteeism	Scorecard		/5
	Staff recruitment, training, retention and succession planning	Turnover rate	Scorecard		/5
	Volunteer recruitment, training and retention	Steady or growing volunteer base	Scorecard		/5
	Staff satisfaction	Accreditation Survey tool minimum Q 4 years. Staff satisfaction survey to be completed at a minimum of every 2 years. An action plan is established. All actions will be complete with in 6 months	Scorecard		/5
Values and Engagement	Shoreham reputation with stakeholders (families, community, government, sector)	Greater than 4 out of five star rating by all stakeholders	Survey/key informant interviews		/10
	Confidence in leadership	Greater than 4 out of five star rating by all board members	Survey/key informant interviews		/10
Total score (80 or higher, vote to renew; score below 80, review for improvement. Score below 70, consider termination)					/100

Notes:

Indicators are the areas deemed by the Board to be the most important reflection of management performance. They align with standards of care and accountability

Measures (also known as targets) quantify the *performance expectation* of each indicator

Data source is where/how information will be obtained to measure each indicator

Finding quantifies the *actual performance* of each measure. It also records whether there has been a gain or loss in improvement since the last report. This helps to flag areas of excellence (worthy of celebration) and areas where outcomes can be improved with new processes.

Value is the score given to each indicator. It allows for an additional value filter to be applied by the board in its overall review of the Management Agreement. The Board may assign different value/weights to each indicator. A denominator of 100 makes for ease of calculation.

BOARD POLICIES

- ***Role of the Board***
- ***Role of the Board Chair***
- ***Conduct of Directors***
- ***Nominating Committee***
- ***Board Meeting Processes***
- ***Appendices***

BOARD OF DIRECTORS POLICY - Role of the Board

The Board will approach its task with a style which emphasizes excellence in strategic leadership more than administrative detail, clear distinction of Board and Staff roles, future rather than past or present, and proactivity rather than reactivity.

The Role of the Board is:

- 1) to ensure that Shoreham Village determines and achieves its strategic directions in accordance with relevant legislation and standards and in accordance with generally accepted governance practices.

- 2) to evaluate Northwood's performance in accordance with the mutually agreed indicators and measures as outlined in the agreement between Shoreham Village Senior Citizens Association and Northwood Support Services Inc. (Date to be inserted once agreement is revised)

- 3) to establish a governance process which will serve as measurable standards against which the Board can evaluate its performance. The Board will choose the method and frequency of evaluation, including a bi-annual review of the Board Manual, specifically the Board policies.

BOARD OF DIRECTORS POLICY - Role of the Board Chair

The Role of the Board Chair is:

1. to be accountable for ensuring the integrity of the Board's process in accordance with generally accepted governance practices. The Chair is the only Director authorized to speak for the Board other than in specifically authorized instances.
2. to chair Shoreham Village Board meetings, annual general meetings and special meetings.
3. to manage the content of the meeting discussion, ensuring, as per policy, that issues being discussed and decisions being made, clearly belong to the Board.
4. to establish effective collaboration and communication with the CEO-including
 - a. development and prioritization of items for inclusion in the agenda for each Board meeting
 - b. development of a calendar of topics for Board education
5. to represent Shoreham Village and its Board to the public, elected politicians, media and others as deemed necessary. The Chair may delegate authorities, but remains accountable.

BOARD OF DIRECTORS POLICY - Conduct of Directors

1. First and foremost, Directors must represent the interests of all residents. This accountability supersedes any conflicting loyalty such as advocacy or interest groups or membership on other boards or staffs. This accountability supersedes the personal interest of any Director acting as an individual or in the capacity of an employee or appointee of an organization that utilizes the organization's services.
2. The Board expects of itself and its Directors ethical business like and lawful conduct.
3. The Board will govern in a manner that emphasizes the mission, vision, values, and strategic direction(s) of Shoreham Village
4. Directors are expected to be knowledgeable and function in accordance with relevant legislation, generally accepted governance practices, by-laws and policies of Shoreham Village
5. Directors are expected to prepare for and participate in discussion and attend meetings on a regular and punctual basis
6. Directors must avoid any conflict of interest with respect to their fiduciary responsibility.

7. The responsibility of Directors is to abide by and represent the final decision of the majority of Directors.
8. Directors will respect the confidentiality appropriate to issues discussed in Board meetings and in camera sessions.
9. Directors will hold secure all working documents obtained as a Board or Board committee member until discussed and approved or dealt with by the Board, and exercise discretion in their use hereafter. Confidential material is to be disposed of in a suitable manner (such as returning it to the CEO, shredding, or deleting if from hard drive)
10. Prior to attending a first official Board meeting, all Directors will:
 - a. sign the "Confidentiality of Information" form
 - b. sign the "Declaration of Not Being an Ineligible Individual" form
 - c. provide evidence of a current Criminal Record verification
 - d. participate in Board Orientation process

BOARD OF DIRECTORS POLICY - Nominating Committee

1. The Role of the Nominating Committee is to establish a slate of candidates for the anticipated vacancies on the Board --to be presented at the Annual General Meeting.
2. The membership of the Nominating Committee shall consist of two Directors- one of whom must have served on the Board for at least one (1) year Term
3. One director shall serve a term of one (1) year and the other director shall serve a term of two (2) years.
4. No more than three (3) consecutive terms are permitted

BOARD OF DIRECTORS POLICY - Board Meeting Processes

Board Meeting Processes are as follows:

1. The Board shall maintain control of its own agenda and act in accordance with generally accepted governance practices - which includes but is not limited to:
 - a. review of the Strategic Directions to allow the CEO to build a budget.
 - b. Board education on topics as determined by the Board and/or recommended by the CEO.
 - c. action items that the Board has prioritized for deliberation;
 - d. monitoring the indicators/measures as outlined in the Shoreham Village /Northwood Agreement.
 - e. review of Board policies on a biannual basis
2. Based on the outline of the annual schedule, the Board delegates to the Chair the authority to propose the content of each meeting.
 - a. The final agenda and supporting documents shall be distributed to Directors within 5 ~~calendar~~ days prior to the meeting.
 - b. Potential agenda items shall be carefully screened by the Chair and CEO to ensure that they relate to the Board's (role).
3. If an issue arises that must be dealt with by the Board prior to the next scheduled board meeting, a vote may be conducted electronically or by telephone. This vote shall have the same authority as if it had been held at a regular board meeting. The results of this vote shall be recorded in the form of minutes and will be referenced in subsequent meeting agendas/minutes.

4. Meetings will be open to staff, residents, the public and the media except when a confidential (i.e. *in camera*) session is officially announced by the Chair. Staff, residents, the public and media attending meetings shall be observers only, and shall not participate in discussions, except for specific items designated on the agenda for staff, resident and public input.
5. *In camera* sessions will be a standing item on Board Meeting agendas to be used as needed.
6. Minutes of all Board meetings will be recorded and distributed to the Board within four weeks of the meeting. Minutes will come forward for approval at the next Board meeting, and then posted on the Shoreham Village website, including the Board portal. All Board minutes will be retained at Shoreham Village. If an in camera session is deemed necessary, a motion will be made to move in camera. Minutes of the meeting will reflect that a motion was made to move the session in camera and the topic that was discussed.

Appendices

Appendix A

Board Meeting Evaluation

	0 = No Comment	1 = Strongly Disagree	2 = Somewhat Disagree	3 = Somewhat Agree	4 = Strongly Agree
1. The Agenda Focused on the items that are relevant and within the Boards Governance role.					
2. Information was provided in advance to allow enough time for preparation.					
3. There was an appropriate balance of looking back (monitoring progress) and looking forward (strategic thinking).					
4. The Board made decisions that are consistent with the Organization's mission, vision and values.					
5. The Chair encouraged participation and managed discussions effectively ensuring all sides of the issues were heard.					
6. I am satisfied with the status of items requiring follow up from the previous meeting(s).					
7. Committee Reports were informative and effective.					
Comments and Suggestions for improvement for the Board Meetings					
Board Member Signature: Date:					

Appendix B

CONFIDENTIALITY OF INFORMATION FORM

The undersigned understands and will commit to reading relevant legislation and standards on an ongoing basis. In accordance with relevant legislation and standards, I agree to respect the confidentiality appropriate to information discussed in Board meetings and “in camera” sessions throughout the course of my affiliation with Shoreham Village Senior Citizens Association.

Signature

Date

Witness Signature

Date

Appendix C

DECLARATION OF NOT BEING AN INELIGIBLE INDIVIDUAL FORM

As Defined in Subsection 149.1(1) of the Income Tax Act, RSC
1985, c.1 (5th Supplement)

I, _____, serving in the capacity of
_____ with Shoreham Village Senior
Citizens Association registered with Canada Revenue Agency as a
Non Profit Charitable Organization, declare that I am not an
ineligible individual by affirming all of the following statements:

1. I do not have an unpardoned criminal record either in Canada or internationally, involving financial dishonesty, tax evasion, theft, fraud, or other offences involving breaches of the public trust; and
2. In the previous five years, I have not been found guilty of a relevant offence either in Canada or internationally. Relevant offences involve financial dishonesty contravening any noncriminal laws such as breaches of legislation for charitable fundraising, consumer protection, or securities regulations; and
3. In the previous five years I have not been a director, trustee, officer, like official, or an individual who controlled or managed either directly or indirectly in any manner whatever, a registered charity during which time the charity engaged in conduct which resulted in the registration of the charity being revoked; and

4. In the previous five years I have not been a promoter of a tax shelter for which involvement the registration of the charity was revoked.

I acknowledge that any dishonesty on my part as to the truth of this declaration:

- may result in a one-year suspension of Shoreham Village Senior Citizens Association to issue official receipts as authorized by Canada Revenue Agency; or
- may result in the charitable status of Shoreham Village Senior Citizens Association being revoked by Canada Revenue Agency; and
- will result in the immediate termination of my role with Shoreham Village Senior Citizens Association, whether I am an employee or volunteer.

Signature

Date

Shoreham Village Senior Citizens Association By-Laws

(REVIEWED MARCH 2022)

Definitions

1. In these by-laws:
 - (a) "Board" means the board of directors of the Society.
 - (b) "Director" means a member of the Board.
 - (c) "Member" means a member of the Society.
 - (d) "Ineligible Individual" is defined in section 149.1 of the Income Tax Act (Canada), as amended from time to time.
 - (e) "Officer" means a Director elected to an office specified in Section 35 of these by-laws.
 - (f) "Registrar" means the Registrar of Joint Stock Companies appointed under the Nova Scotia Companies Act.
 - (g) "Society" means Shoreham Village Senior Citizens Association
 - (h) "Special Resolution" means a resolution passed by not less than three-fourths of the Members entitled to vote as are present in person at a general meeting of the Members, in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been duly given.

Membership Rights and Responsibilities

2. The Society is ultimately accountable to the members of the Society.
3. Every member is entitled to receive notice of and attend any members' meeting of the Society.
4. Every member may vote at any members' meeting of the Society after they have attended at least one previous members' meeting.
5. There shall be one class of Members in the Society. In addition to the minimum of 5 subscribers to the Society's Memorandum of Association, membership in the Society shall be available to individuals who:
 - (a) are interested in furthering the Society's purposes; and
 - (b) have applied for and been accepted into membership in the Society by resolution of the Board or in such other manner as may be determined from time to time by the Board; and
 - (c) who have paid such membership fee as is set by the Board from time to time.
6. Membership in the Society is not transferable.
7. Membership in the Society shall cease
 - (a) upon the death of a Member; or
 - (b) if the Member resigns his/her membership; or
 - (c) if the Member no longer qualifies for membership in accordance with these by-laws; or
 - (d) if, by a majority vote of the Members or Directors at a meeting duly called and for which notice of the proposed action has been given, the Member's membership has been terminated.
8. The Members may repeal, amend or add to these by-laws by a Special Resolution. No by-law or amendment to a by-law shall take effect until the Registrar approves of it.

9. No funds shall be paid to, or be available for the personal benefit of, any Member.

Members' Meetings

10. Every Member, subject to by-laws 4, shall have no more than one vote. There shall be no proxy voting.

11. A general or special meeting of the Members may be held at any time and shall be called if requested:

- (a) by the Chair, or
- (b) by a majority of the Directors, or
- (c) in writing by four (4) Members.

12. Notice for a special meeting of the Members shall:

- (a) specify date, time and place of the meeting; and
- (b) be given to the Members at least 5 business days prior to the meeting; and
- (c) be given in writing, by telephone, by email, or by other electronic medium; and
- (d) specify the nature of business scheduled for the meeting (see paragraph 15).

The non-receipt of notice for a special meeting by any Member shall not invalidate the proceedings.

13. An annual general meeting (AGM) shall be held within 3 months after each fiscal year end.

14. Notice for the AGM shall:

- (a) specify date, time and place of the meeting; and
- (b) be given to the Members at least 14 business days prior to the meeting; and
- (c) be given in writing, by telephone, by email, or by other electronic medium; and
- (d) specify the nature of business scheduled for the meeting.

The non-receipt of notice for an Annual General meeting by any Member shall not invalidate the proceedings.

15. At each AGM,

- (a) The following items of business shall be dealt with as ordinary business:
 - (I) minutes of the previous AGM; and
 - (II) consideration of the Annual Reports of the Directors and CEO; and
 - (III) consideration of the annual financial report of the Society; and
 - (IV) consideration of the auditors' report for the previous fiscal year; and
 - (V) appointment of auditors for the ensuing year, and
 - (VI) election of directors.
- (b) any other business shall be deemed to be special business.

16. The quorum for any Members' meeting shall be 50% of Members eligible to vote at the meeting. No business shall be conducted at any meeting unless a quorum is present to open the meeting and before any vote.

17. If a Members' meeting is convened as per by-law 11(a) or 11(b) and the quorum is not present within 30 minutes after the scheduled start time for the meeting, the meeting shall be adjourned to a time and place as

decided by the majority of the Members present. Notice of the new meeting shall be given as required in by-law 12.

18. If a Members' meeting is convened as per by-law 11(c) and the quorum is not present within 30 minutes after the scheduled start time for the meeting, the meeting shall be dissolved.
19. If a Members' meeting is convened for the express purpose of winding up the Society, after appropriate notice has been given to Members as required by by-law 12, the members present shall constitute quorum.
20. The Board Chair shall preside as Chair of Members' meetings. In the absence of the Chair, the Vice-Chair, shall assume the Chair. If neither Board Chair nor Vice-Chair is present, the Members present may appoint any Member to preside.
21. At any Members' meeting, every question shall, unless otherwise provided by these by-laws, be determined by a majority of the votes cast on the question. In the case of an equality of votes either on a show of hands or on a ballot, the Chair of the meeting in addition to an original vote shall have a second or casting vote.
22. The Chair may adjourn any meeting, with the consent of the Members present.
23. At any meeting, a declaration by the Chair that a resolution has been carried is sufficient unless a poll is demanded by at least 3 Members. If a poll is required, it shall be held by a show of hands or by secret ballot at the discretion of the Chair.

Directors

24. Any Member of legal age, or with their guardian's written consent, is eligible to be elected a Director of the Society, unless the Member is an ineligible individual.
25. Only Members of the Society may be Directors of the Society.
26. The number of directors shall be a minimum of 5 and a maximum of 9.
27. Directors shall be elected for 3 year terms and are eligible for consecutive re-election twice.
28. Every effort shall be made to have one-third of Directors elected each year.
29. If a Director become an ineligible individual, he/she must immediately notify the Chair of the Board of Directors and submit his or her written resignation as a Director of the Corporation, such resignation to take effect immediately.
30. Members may, by Special Resolution, remove any Director and may appoint another eligible Member to complete the term of office.
31. If a Director resigns his/her office, or becomes ineligible to hold office, the Board may fill the vacancy from eligible Members to complete the term of office.

32. A Director who has, or could reasonable be seen to have, a conflict of interest has a duty to declare this interest. The declaration should be made to the Members
 - (a) upon nomination, and
 - (b) if serving as a Director, when the possibility of conflict is realized.
33. A conflict of interest shall not prevent a Member from serving as a Director provided that he or she withdraws from decision making on matters pertaining to that interest. The withdrawal shall be recorded in the minutes.
34. The management of the Society is the responsibility of the Directors. In particular, the Directors may engage a Chief Executive Officer and determine the duties, responsibilities and remuneration of the Chief Executive Officer.
35. The responsibility for the management of the activities of the Society shall rest with the Board who, in addition to the authorities and responsibilities outlined in these by-laws or otherwise expressly conferred upon them, may exercise, within the limits of the law, all powers as may be required by the Society to achieve its purposes. In particular, the Board shall have power to set policy to guide the management of the Society, engage staff, and determine their duties, responsibilities and remuneration. The Board may appoint committees consisting of Directors and/or other persons as required. The Board has the power to delegate any of these powers to an individual or a group of individuals for the indefinite period of time, but may at any time revoke such delegation in whole or in part.
36. If an auditor has not been appointed by the Members, the Board of Directors may appoint one.

Directors' meetings

37. The Board of Directors shall meet at least once every 3 months.
38. Notice of meetings of the Board of Directors shall:
 - (a) be given by email, telephone or other electronic means at least seven days in advance of the meeting; and
 - (b) specify the date, place and time of the meeting.

The non-receipt of notice by any Director shall not invalidate the proceedings.
39. Notice of a Board meeting can be waived with the unanimous approval of the Board.
40. Quorum shall consist of a simple majority of Board Members. No business shall be conducted at any meeting of the Board unless a quorum is present to open the meeting and before any vote.
41. Meetings shall be chaired by the Board Chair, or in his/her absence, the Vice-Chair, or in the absence of both of those Officers, by any Director appointed from amongst the Directors.
42. At any meeting of the Board, every question shall, unless otherwise provided by these by-laws, be determined by a majority of the votes cast on the question. In the case of an equality of votes either on a show of hands or on a ballot, the Chair of the meeting in addition to an original vote shall have a second or casting vote.

Board Officers

43. The Board Officers (Chair, and Vice-Chair) shall be elected by the Directors from the Directors
44. The Chair shall be responsible for the effectiveness of the Board and shall perform other duties as assigned by the Board of Directors.
45. The Vice-Chair shall perform the duties of the Chair during the absence, illness or incapacity of the Chair, or when so requested by the Chair.
46. The Directors may appoint a Recording Secretary, who need not be a Director, to take minutes of meetings.
47. Contracts, deeds, bills of exchange and other instruments and documents may be executed on behalf of the Society by any two Officers, or by an Officer together with the Chief Executive Officer of the Society, or as otherwise prescribed by a resolution of the Board.
48. The Seal may be affixed to any document upon resolution of the Board of Directors.
49. Contracts, deeds, bills of exchange and other instruments and documents may be executed on behalf of the Society by any two Officers, or by an Officer together with the Chief Executive Officer of the Society, or as otherwise prescribed by a resolution of the Board.
50. The Seal may be affixed to any document upon resolution of the Board of Directors.

Indemnity

51. Every Director or Officer and former Director or Officer, or person who acts or acted at the Society's request as a director or officer of a company, body corporate, partnership or other association of which the Society is or was a shareholder, partner, member or creditor, and the heirs and legal representatives of such person, in the absence of any dishonesty on the part of such person, shall be indemnified by the Society against, and it shall be the duty of the Directors out of the funds of the Society to pay, all costs, losses and expenses, including an amount paid to settle an action or claim or satisfy a judgement, that such Director, Officer or person may incur or become liable to pay in respect of any claim made against such person or civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of the Society or such company, body corporate, partnership or other association, whether the Society is a claimant or party to such action or proceeding or otherwise.
52. No Director or Officer, former Director or Officer, or person who acts or acted at the Society's request, as a director or officer of a company, body corporate, partnership or other association of which the Society is or was a shareholder, partner, member or creditor, in the absence of any dishonesty on such person's part, shall be liable for the acts, receipts, neglects or defaults of any other Director, Officer or such person, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Society through the insufficiency or deficiency of title to any property acquired for or on behalf of the Society, or through the insufficiency or deficiency of any security in or upon which any of the funds of the Society are invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any funds, securities or effects are deposited, or for any loss occasioned by error of judgement or

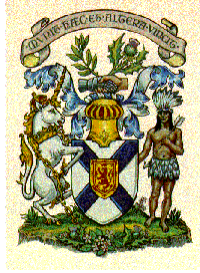
oversight on the part of such person, or for any other loss, damage or misfortune whatsoever which happens in the execution of the duties of such person or in relation thereto.

Finance

53. The fiscal year end of the Society shall be the last day of March.
54. Annually, the Directors shall present the Members with a written report on the financial position of the Society. The report shall consist of
 - (a) A balance sheet showing assets, liabilities and equity; and
 - (b) A statement of income and expenditure in the preceding fiscal year.
55. A copy of the annual financial report shall be signed by the auditor or two Directors.
56. A signed copy of the annual financial report shall be filed with the Registrar within 14 days after each Annual General Meeting.
57. The Society may only borrow money as approved by a Special Resolution.
58. Directors and officers shall serve without remuneration and shall not receive any profit from their positions. However, a Director or officer may be paid reasonable expenses incurred in the performance of his or her duties.
59. The Society shall not make loans, guarantee loans or advance funds to any Director.

Books and Records

60. Preparation and custody of minutes of proceedings of meetings of Members and Directors, and custody of the books and records, of the Society are the responsibility of the Secretary.
61. The books and records of the Society may be inspected by any Member at any reasonable time upon not less than two business days' prior written notice at the principal office of the Society.



Homes For Special Care Act

CHAPTER 203

OF THE

REVISED STATUTES, 1989

amended 1994-95, c. 7, ss. 28, 150; 2007, c. 9, ss. 11, 12;
2010, c. 2, s. 108; 2010, c. 17

NOTE - This electronic version of this statute is provided by the Office of the Legislative Counsel for your convenience and personal use only and may not be copied for the purpose of resale in this or any other form. Formatting of this electronic version may differ from the official, printed version. Where accuracy is critical, please consult official sources.

An Act to Revise and Consolidate the Boarding Homes Act, the Nursing Homes Act, and Part of the Social Assistance Act

Short title

1 This Act may be cited as the Homes For Special Care Act. *R.S., c. 203, s. 1.*

Interpretation

2 (1) In this Act,

(a) "activities of daily living" include personal hygiene, dressing, grooming, meal preparation and the taking of medication;

- (b) "ambulatory" means the ability of a person to move about without the assistance of mechanical aids or devices and without assistance from another person;
- (c) "applicant" means a person who applies for a license pursuant to this Act;
- (d) "facility" means a residential care facility;
- (e) "inspector" means a person in the public service who is appointed by the Minister;
- (f) "license" means a license issued pursuant to this Act and includes a renewed license;
- (g) "licensee" means a person to whom a license is issued pursuant to this Act;
- (h) "Minister" means the Minister of Community Services;
- (i) "nursing care" means the use of methods, procedures and techniques employed in providing nursing care by persons with technical nursing training beyond the care that an untrained person can adequately administer;
- (j) "nursing home" means a building or place or part of a building or place in which accommodation is provided or is available to persons requiring or receiving skilled nursing care, including, but not so as to restrict the generality of the foregoing, persons convalescing from or being rehabilitated after illness or injury and, subject to Section 3, does not include a place maintained by a person to whom the residents are related by blood or marriage, a public hospital, mental or psychiatric hospital, tuberculosis hospital or sanatorium, maternity hospital, home operated pursuant to Sections 15 to 17 or residential care facility or a maternity home that is licensed under the Children's Services Act;
- (k) "personal care" means the provision of room, board and supervision of, and assistance with, the activities of daily living of a person who is ambulatory or semi-ambulatory;
- (l) "resident" means a resident of a residential care facility, nursing home or home for aged or disabled persons;
- (m) "residential care facility" means any building or place, or part of a building or place required to be approved by the Minister, where supervisory care or personal care is provided to three or more persons but, subject to Section 3, does not include
- (i) a place maintained by a person to whom the residents are related by blood or marriage,

(ii) a public hospital, mental or psychiatric hospital, tuberculosis hospital, maternity hospital, sanatorium, home operated pursuant to Sections 15 to 17 or jail, prison or training school,

(iii) a maternity home that is licensed under the Children's Services Act,

(iv) a nursing home as defined in clause j(j), or

(v) a hotel that is licensed under the Hotel Regulations Act;

(n) "semi-ambulatory" means the ability of a person to move about with the assistance of mechanical aides or devices but not involving assistance from another person;

(o) "supervisory care" means the provision of room, board and

(i) guidance or supervision in the activities of daily living, or

(ii) observation or surveillance of the physical well-being,

of a person who is ambulatory or semi-ambulatory.

(2) Every boarding home that on the nineteenth day of May, 1976, was operated pursuant to the former Boarding Homes Act, or to which that Act then applied, is a residential care facility for the purposes of this Act and is subject to this Act and the regulations.

(3) Every nursing home that on the nineteenth day of May, 1976, was operated pursuant to the former Nursing Homes Act, or to which that Act then applied, is a nursing home for the purposes of this Act and is subject to this Act and the regulations. *R.S., c. 203, s. 2; 2010, c. 17, s. 1.*

Designation of residential care facility or nursing home

3 (1) The Minister may designate any building or place or part of a building or place as a residential care facility provided that the building, place or part designated complies with the definition of a residential care facility.

(2) The Minister may designate any building or place or part of a building or place as a nursing home provided that the building, place or part designated complies with the definition of a nursing home.

(3) Any building or place or part of a building or place designated by the Minister shall comply with the terms and conditions and provisions of this Act and the regulations. *R.S., c. 203, s. 3.*

Requirement for licence

4 No person shall conduct, maintain, operate or manage a residential care facility, a home for the disabled, a home for the aged or a nursing home, or hold himself out as operating a residential care facility or a nursing home, unless that person is issued a license to do so pursuant to this Act and that license has not expired, been cancelled or been suspended. *R.S., c. 203, s. 4; 2010, c. 17, s. 2.*

Issuance of licence

5 (1) Subject to the regulations, the Minister may issue a license to a person to operate a residential care facility, a home for the disabled, a home for the aged or a nursing home.

(2) The Minister may for any reasonable cause refuse to issue or re-issue a license to a person or in respect of a residential care facility, a home for the disabled, a home for the aged or a nursing home.

(3) The Minister may from time to time attach to any license such terms and conditions or restrictions as the Minister deems advisable. *R.S., c. 203, s. 5; 2010, c. 17, s. 3.*

Form of application and licence and expiry

6 (1) An application for a license shall be in the form prescribed by the regulations.

(2) A license shall be in the form prescribed by the regulations and expires one year from the date on which it was issued or on such other date as the Minister may prescribe in the license. *R.S., c. 203, s. 6.*

Cancellation or suspension of licence

7 The Minister may cancel or suspend a license where in the Minister's opinion

- (a) the licensee is not giving or is not capable of giving adequate care to a resident;
- (b) the residential care facility or nursing home described in a license has become unsuitable for the purpose authorized by the license;
- (c) the residential care facility or nursing home does not comply with fire and building regulations as specified by the regulations;
- (d) the number of persons living in the residential care facility or nursing home exceeds the number specified in its license;

- (e) the residential care facility or nursing home does not comply with the terms, conditions or restrictions of the license;
- (f) the licensee or employee of the licensee has contravened this Act or the regulations;
- (g) the licensee or employee of the licensee does not comply with enactments that apply to it;
- (h) the licensee or its administrator has failed to demonstrate that its actions, either direct or indirect, are incidental to the attainment of the objects for which it was incorporated or are within the proper exercise of its powers or conform with its own governance requirements; or
- (i) the licensee or its administrator is unable to demonstrate that it has or will exercise sufficient control, either directly or indirectly, over the operations of the licensee, including the care of its residents, its premises, its accommodation, its equipment and its facilities. *R.S., c. 203, s. 7; 2010, c. 17, s. 4.*

Deemed cancellation of licence

8 A license is deemed to be cancelled when the person to whom it was issued ceases to operate or own the residential care facility or the nursing home for which the license was issued. *R.S., c. 203, s. 8.*

Residential care facility

8A Sections 8B to 8E do not apply to a residential care facility licensed by the Minister of Health, a home for the aged or a nursing home. *2010, c. 17, s. 5.*

Appointment of manager

8B The Minister may appoint such person or persons who shall have such powers and duties prescribed in the regulations to manage and administer or to assist to manage and administer, and generally oversee the operations of a licensee whose license has been suspended, cancelled or not re-issued, until the license is re-instated or re-issued, as the Minister considers necessary. *2010, c. 17, s. 5.*

No action lies

8C (1) No action or other proceeding for damages or otherwise shall be instituted against the Minister's appointee under Section 8B or any agent of the appointee, as a result of any act done in good faith in the performance or intended performance of any duty under this Act or in the exercise or intended exercise of any power and duty under this Act, or of any neglect or default in the performance or exercise in good faith of such power or duty.

(2) Subsection (1) does not relieve the Crown of any liability under the Proceedings Against the Crown Act.

(3) Neither the Crown nor the Minister's appointee shall be liable for any actions of a licensee taken during the period before the appointment under Section 8A or attributable to that period. *2010, c. 17, s. 5.*

Section 31 and 32 of Trade Union Act not affected

8D Neither the appointment by the Minister under Section 8B, the operation and management of the facility by the appointee nor the ceasing of that operation and management is a sale, lease or transfer of the licensee's business or operations thereof for the purpose of Section 31 of the Trade Union Act nor a merger, amalgamation or transfer of jurisdiction for the purpose of Section 32 of that Act. *2010, c. 17, s. 5.*

Agreement binding

8E For greater certainty, any collective agreement binding a licensee continues to apply during an appointment under Section 8B. *2010, c. 17, s. 5.*

Inspectors

9 For the purposes of Sections 3 to 13, the Minister may appoint such persons in the public service as the Minister considers necessary to be inspectors and may designate one or more of them to be chief inspector. *R.S., c. 203, s. 9.*

Right of entry and inspection

10 (1) For the purposes of this Section, "qualified medical practitioner" means a qualified medical practitioner as defined in the Medical Act.

(2) An inspector appointed by the Minister may at any reasonable time enter and inspect a residential care facility or any place that the inspector has reasonable grounds to believe is a residential care facility and may examine the premises, equipment, facilities, books and records thereof, and may cause any resident to be examined by a qualified medical practitioner or registered nurse appointed by an inspector for purposes of this Act.

(3) An inspector appointed by the Minister may at any reasonable time enter and inspect a nursing home or any place that the inspector has reasonable grounds to believe is a nursing home and may examine the premises, equipment, facilities, books and records thereof, and may cause any resident to be examined by a qualified medical practitioner or a registered nurse appointed by an inspector for purposes of this Act.

(4) The owner or person in charge of a residential care facility or a nursing home or a licensee shall permit an inspector at all reasonable times to enter and inspect the residential care facility or nursing home and to examine equipment, furnishings and accommodations and shall produce for examination the accounts, books and records of that facility or nursing home, and shall permit any resident to be examined by a qualified medical practitioner or a registered nurse appointed by the chief inspector for the purposes of this Act. *R.S., c. 203, s. 10.*

Records or returns or report

11 The licensee of every residential care facility or nursing home shall forward to the chief inspector such records, returns and reports as the chief inspector requests and in the form and manner and within the time requested by the chief inspector. *R.S., c. 203, s. 11.*

Alteration of building

12 A licensee shall not add to or alter a building used for the purposes of a residential care facility or a nursing home without first submitting to the Minister plans of the alteration or addition and receiving approval of the Minister for the alteration or addition. *R.S., c. 203, s. 12.*

Advertising or holding out

13 Unless a license is in force in respect of a residential care facility or nursing home, no person shall advertise or hold out the place to be a facility or nursing home or assume, use or display in connection with the place any terms, sign, title or words which imply or lead the public to believe that the place is a residential care facility or a nursing home. *R.S., c. 203, s. 13.*

Existing home for aged or disabled

14 (1) In Sections 15 to 17, "home" means a home for aged or disabled persons.

(2) Every home for the aged or disabled persons that on the nineteenth day of May, 1976, was operated pursuant to Part II of Chapter 284 of the Revised Statutes, 1967, the Social Assistance Act, or to which that Act then applied, is a home for the purposes of Sections 15 to 17 of this Act and is subject to this Act and the regulations. *R.S., c. 203, s. 14.*

Operation by municipal unit

15 (1) With the approval of the Minister, a municipal unit or two or more municipal units that enter an agreement may directly or through an agent or a corporation established under the Municipal Housing Corporations Act erect, acquire, purchase, alter, add to, improve, furnish and equip a building as a home for the accommodation of aged or disabled persons and

purchase or acquire land therefor, and may operate and maintain homes for the aged and for disabled persons.

(2) Subject to the regulations, a home provided or operated by one municipal unit shall be regulated by by-laws made by the council of that municipal unit and approved by the Minister.

(3) Subject to the regulations, a home provided or operated by two or more municipal units or by an agent or a corporation shall be regulated in the manner agreed upon by the Minister and the municipal units.

(4) Where a home is provided or operated by two or more municipal units or by an agent or a corporation, the expense of providing, operating or maintaining it, including the payment of interest on and the retirement of debentures issued in respect thereof, may by the agreement be made an object of joint expenditure of the municipal units involved under the Assessment Act. *R.S., c. 203, s. 15.*

Board of management

16 The Governor in Council may

- (a) establish a board of management for a home;
- (b) appoint the members of the board of management; and
- (c) prescribe the remuneration, duties and powers of a board of management. *R.S., c. 203, s. 16.*

Corporation or agency for purposes of Section 15

17 For the purpose of Section 15, a municipal unit or two or more municipal units may establish or arrange for the establishment of a corporation under the provisions of the Municipal Housing Corporations Act or an agency of the unit or units to exercise any of the power granted by Section 15. *R.S., c. 203, s. 17.*

Prohibition of new homes

17A Notwithstanding Sections 15 and 17, a municipal unit may not establish a new home. *1994-95, c 7, s. 28.*

Offence and penalty

18 Every person who violates or fails to observe or comply with any of the provisions of this Act or the regulations, or with any term, condition or restriction attached to a license held by

that person, is guilty of an offence punishable by summary conviction and is liable to a penalty of not more than one hundred dollars and in default of payment to imprisonment for not more than thirty days, and every day that a person fails to observe or comply with any of the provisions or fails to observe or comply with any term, condition or restriction attached to a license held by that person, constitutes a separate offence. *R.S., c. 203, s. 18.*

Mortgage guarantee by Minister

18A Subject to the Finance Act, the Minister may guarantee payment of a mortgage made by a person who, with the approval of the Minister, is constructing or refinancing a nursing home, residential care facility, home for the aged or home for the disabled. *2007, c. 9, s. 11; 2010, c. 2, s. 108.*

Regulations

19 (1) The Governor in Council may make regulations

- (a) prescribing the form and contents of an application for a license for a facility or a nursing home;
- (b) prescribing the form of a license and the fee for a license;
- (c) prescribing the manner in which a license shall be displayed;
- (d) respecting the terms, conditions and restrictions upon which a license may be issued;
- (e) respecting all matters relating to the care and well-being of the residents of a facility, a nursing home or a home which was in operation on the nineteenth day of May, 1976;
- (f) respecting the persons or classes of persons to be admitted and maintained in a facility, a nursing home and a home;
- (g) authorizing the Minister to designate a home operated by a municipal unit as either a home for the aged or a home for the disabled;
- (h) respecting the granting of funds to a municipal unit or non-profit organizations for the construction, renovation and alteration of homes;
- (ha) respecting the guarantee by the Minister of mortgages for the purpose of Section 18A;
- (i) respecting the inspection of a facility, a nursing home and a home;

- (j) respecting the keeping of a register, records and other reports in a facility, a nursing home and a home and prescribing what shall be entered therein;
- (k) prescribing staff requirements and qualifications for a facility, a nursing home and a home;
- (l) prescribing qualifications of staff for a facility, a nursing home and a home;
- (m) limiting, fixing or regulating fees to be charged by a licensee for residents of a facility, a nursing home and those residents of a home being maintained by public funds;
- (n) respecting boards of management;
- (o) determining a minimum physical space requirement per resident and otherwise prescribing the maximum number of residents of a facility, a nursing home and a home;
- (p) respecting the admission, maintenance and discharge of residents in a facility, a nursing home and a home;
- (q) respecting the standards of accommodations to be provided and maintained in a facility, a nursing home and a home;
- (r) respecting medical and other services to be provided in a facility, a nursing home and a home;
- (s) respecting the standard of care to be provided and maintained in a facility, a nursing home and a home;
- (t) respecting the sanitation of a facility, a nursing home and a home;
- (u) respecting the precautions to be taken with regard to fire hazards in a facility, a nursing home and a home;
- (v) respecting building regulations and the submission of plans for renovations and alterations and the form of the Minister's approval;
- (w) respecting the granting, cancellation, renewal or suspension of a license;
- (wa) respecting the powers and duties of a person appointed pursuant to Section 8B;
- (wb) respecting matters that a person appointed pursuant to Section 8B must consider in exercising the person's powers and duties;

(wc) respecting the services and scope of the services to be provided by a person appointed pursuant to Section 8B and any conditions that apply to the exercise of the person's discretion in the scope of the services to be provided;

(x) defining any term contained herein necessary for the carrying out of this Act;

(y) respecting all matters relating to the care and well-being of the residents of a facility, a nursing home and a home;

(z) generally for the better carrying out of this Act.

(2) The exercise by the Governor in Council of the authority contained in subsection (1) shall be regulations within the meaning of the Regulations Act. *R.S., c. 203, s. 19; 2007, c. 9, s. 12; 2010, c. 17, s. 6.*

This page and its contents published by the Office of the Legislative Counsel, Nova Scotia House of Assembly, and © 2012 Crown in right of Nova Scotia. Created October 10, 2012. Send comments to legc.office@gov.ns.ca.



Long Term Care Program Requirements: Nursing Homes & Residential Care Facilities

February 2019

**Policy: Long Term Care Program Requirements: Nursing
Homes & Residential Care Facilities**

Approval Date: March 19, 2019

Effective Date: Effective as of approval date

Approved by: ___original signed by Denise Perret, Deputy Minister_____

Denise Perret
Deputy Minister, Health and Wellness

Version Control:

Version Control		
Policy	Approval Date	Effective Date
Long Term Care Facility Program Requirements	2007	2007
Long Term Care Program Requirements: Nursing Homes & Residential Care Facilities		April 1, 2016
Long Term Care Program Requirements: Nursing Homes & Residential Care Facilities	March 19, 2019	Effective as of approval date

Program Requirements:

Nursing Homes and Residential Care Facilities

Maintenance & Feedback

The Nova Scotia Department of Health and Wellness (DHW) is responsible for maintaining the Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities document and for keeping it current and relevant. The Continuing Care Branch undertakes this maintenance role in consultation with long term care licensees and the Nova Scotia Health Authority (NSHA).

If you identify any errors in this document, or if you have suggestions for revisions to this or future versions, please complete the form on the following page, providing as much detail as possible, and forward it by mail or fax to the Continuing Care Branch.

**LONG TERM CARE PROGRAM REQUIREMENTS: NURSING
HOMES & RESIDENTIAL CARE FACILITIES FEEDBACK FORM**

Submitted by:

Name:		
Organization:		
Telephone:		Fax:

Please identify the section and page on which you are commenting.

Section: _____	Page: _____

Fax or Mail to: Continuing Care Branch
 Department of Health and Wellness
 P.O. Box 488
 Halifax, NS B3J 2R8
 Fax: 902-424-0558

Table of Contents

1.0	INTRODUCTION	5
2.0	VISION FOR CONTINUING CARE IN NOVA SCOTIA	5
3.0	LONG TERM CARE PRINCIPLES	6
4.0	GLOSSARY	7
5.0	FUNDAMENTAL REQUIREMENTS	13
5.1	<i>Resident Respect, Dignity and Right to Privacy</i>	13
5.2	<i>Resident Choice</i>	13
5.3	<i>Family and Community Relationships</i>	14
6.0	RESIDENT CARE	15
6.1	<i>Assessments</i>	15
6.2	<i>Health Services</i>	16
6.3	<i>Individual Plan of Care</i>	17
6.4	<i>Resident-Centred Care</i>	18
6.5	<i>Nutrition</i>	19
6.6	<i>Oral Health</i>	21
6.7	<i>Recreation</i>	22
6.8	<i>Palliative and End of Life Care</i>	22
7.0	ADMINISTRATION	24
7.1	<i>Management of the Home</i>	24
7.2	<i>Resident Councils</i>	25
7.3	<i>Family Councils</i>	26
7.4	<i>Management and Staff Meetings</i>	26
7.5	<i>Inspections</i>	27
8.0	SERVICE QUALITY	28
8.1	<i>Quality Management</i>	28
8.2	<i>Risk Management</i>	29
8.3	<i>Protection of Residents from Abuse</i>	30
8.4	<i>Infection Prevention and Control</i>	31

8.5	<i>Medication Management</i>	33
8.6	<i>Ethics</i>	34
9.0	SERVICE CONTINUITY	35
9.1	<i>Labour Disruption Contingency Plan</i>	35
9.2	<i>Emergency Planning and Preparedness</i>	35
10.0	INFORMATION MANAGEMENT	39
10.1	<i>Information System</i>	39
10.2	<i>Resident Records</i>	39
11.0	HUMAN RESOURCES MANAGEMENT	41
11.1	<i>Human Resources Practices</i>	41
11.2	<i>Staff Qualifications</i>	42
11.3	<i>Mandatory Continuing Education</i>	43
12.0	PHYSICAL SPACE	44
12.1	<i>Environmental Services</i>	44
12.2	<i>Condition of Home and Site</i>	45
APPENDIX A		47

1.0 INTRODUCTION

The Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities document, also referred to as program requirements, outlines the Department of Health and Wellness' expectations for licensed nursing homes and residential care facilities across Nova Scotia.

The Department is committed to the delivery of safe, high quality, holistic, resident-centred care for Nova Scotians residing in long term care facilities. Choice, empowerment, autonomy, flexibility, privacy, community linkages and the trend of moving away from the institutional model of care are inherent concepts in these program requirements. This document sets out the fundamental requirements and the requirements for resident care, administration, information management, human resource management, service quality, service continuity, human resource management and physical space.

These program requirements provide a mechanism for internal and external reviews and must be implemented in a manner that reflects the requirements of the Department of Health and Wellness. Compliance is monitored as part of the licensing process and ensures that homes operate within the established criteria and are committed to continuous quality improvement. The Department has authority under the *Homes for Special Care Act* to enter and inspect nursing homes and residential care facilities in Nova Scotia.

Aligned with the *Homes for Special Care Act (HSCA) and Regulations*, these program requirements ensure that program content is consistent with other relevant legislation including, but not limited to, the *Protection for Persons in Care Act (PPCA)*, the *Personal Health Information Act (PHIA)* and the *Personal Directives Act (PDA)*.

This document replaces all previous Long Term Care Program Requirements, including the 2007 Long Term Care Program Requirements developed in association with the 2007 Request for Proposal (RFP), and reflects the minimum acceptable standards for nursing homes and residential care facilities licensed by the Department of Health and Wellness in Nova Scotia. Unless otherwise noted, all nursing homes and residential care facilities that are licensed by the Department of Health and Wellness must meet the stated program requirements. In the event of a current or future discrepancy between these program requirements and legislation, the more stringent requirements shall apply.

2.0 VISION FOR CONTINUING CARE IN NOVA SCOTIA

Living well in a place you can call home

3.0 LONG TERM CARE PRINCIPLES

The Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities document is guided by the principles listed below:

Resident and Family Focused:

1. Residents' privacy is respected and their health information is protected.
2. Residents maintain choice and self-determination even as their need for support increases.
3. Activities and services are designed to maximize residents' abilities.
4. Flexible scheduling of activities of daily living is supported.
5. Residents and families are encouraged to be partners in care.
6. A holistic approach to resident-centered care that addresses physical, social, cultural, mental and spiritual well-being is supported.
7. Opportunities for meaningful relationships, interactions and companionship with residents, family, staff members and the community are provided.
8. A clean, accessible, comfortable and secure homelike environment is provided for residents and their families.

Staff focused:

9. A supportive, safe and efficient workplace is provided for staff.
10. Occupational and organizational health, well-being and safety of staff members are supported.
11. Innovative models of care are encouraged through a resident-centered approach to care.

4.0 GLOSSARY

The following definitions apply to the *Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities*:

Abuse: Any of the following (as defined by the *Protection for Persons in Care Regulations, Section 3(1)*):

- a) the use of physical force resulting in pain, discomfort or injury, including slapping, hitting, beating, burning, rough handling, tying up or binding;
- b) mistreatment causing emotional harm, including threatening, intimidating, humiliating, harassing, coercing or restricting from appropriate social contact;
- c) the administration, withholding or prescribing of medication for inappropriate purposes;
- d) sexual contact, activity or behaviour between a service provider and a patient or resident;
- e) non-consensual sexual contact, activity or behaviour between patients or residents;
- f) the misappropriation or improper or illegal conversion of money or other valuable possessions; and
- g) failure to provide adequate nutrition, care, medical attention or necessities of life without valid consent.

Acute Home Care: Home care services provided to a resident with a need for time limited intervention with a goal of improving a medical or post-surgical condition.

Adverse Event: An unexpected and undesired incident directly associated with the care or services provided to the resident or the environment in which the care is provided.

Aesthetic Integrity: No visible soiling, staining, discolouration or physical damage.

Assessment: A process for collecting and interpreting information obtained through various reliable sources for the purposes of determining residents' abilities, needs and potential for maintaining or improving their health.

Authorized Designates: Persons to whom the licensee shall communicate, as the case may be, on behalf of residents who do not have capacity, such as:

- a) a person to whom the resident has given authorization, under the *Medical Consent Act*; to give consent or directions respecting medical treatment;
- b) a guardian, under the *Incompetent Persons Act*; authorized to manage financial matters;
- c) a delegate or statutory decision-maker, under the *Personal Directives Act*, with authority to make personal care decisions; and/or

d) an attorney, under the *Powers of Attorney Act*, authorized to manage financial matters.

Business Continuity Plan: Arrangements and procedures that enable an organization to respond to a significant event that affects normal operations and to return to normal operational functions after the interruption.

Complaint: Expression of concern or dissatisfaction to or about the home, either verbally or in writing.

Compromised Functionality: Reduced working order or not fully functional.

Confidential: Information that shall be safeguarded from disclosure and that has defined parameters for distribution.

Consent: Voluntary and informed agreement by a resident, who is competent and understands the information and appreciates its implications, or the resident's authorized designate.

Corrective Action: The plan that is developed, implemented and evaluated in response to an identified issue of concern in order to mitigate risk.

Credential: The issuance by an authority of documentation to attest to the individual's possession of the requisites for a specific designation.

Critical Incident: A serious event, affecting either the resident, staff or the public.

Department: The Department of Health and Wellness.

Disclosure of Adverse Event: The imparting of information from the licensee to residents, or their authorized designates, regarding any adverse event affecting the resident.

Emergency Power System: An electrical generator, its switchgear, fuel system and, in some cases, its own storage building.

Environmental Services: Housekeeping and laundry functions.

Ethics: Moral principles and values.

Evaluation: The measurement of the degree of achievement toward the desired outcome.

Evidence-based Decision-making: The process of making decisions based on a theoretical body of knowledge and using the best available scientific evidence.

Family Council: A forum for families to have a voice in decisions that affect them and their loved ones and to improve the quality of residents' lives.

Functional Integrity: Able to perform and performing as originally intended.

Holistic: Emphasizing the importance of the whole person and the interdependence of body systems.

Home: A Nursing Home, Home for the Aged or Residential Care Facility that is licensed by the Department of Health and Wellness under the *Homes for Special Care Act*.

Homelike: A warm and inviting space which residents and/or family members are encouraged to personalize.

Incident: Any occurrence, including a near-miss situation, which has the potential to cause personal injury, disease or death, or property damage.

Incident Report: A document which records an incident, its investigation, a root cause analysis and the corrective action taken by the licensee.

Indicator: A performance measurement tool used to identify specific data that has significance.

Information Management: The means by which an organization efficiently plans, collects, organizes, uses, disseminates, and disposes of its information and through which it ensures that the value of that information is identified and exploited to its fullest extent.

Interdisciplinary Assessment: Team members from a variety of disciplines work together with the resident and/or authorized designates and family members to complete a comprehensive resident assessment.

Interdisciplinary Care Conference: A team meeting that includes the care staff, resident and/or authorized designate and family, and focuses on the resident for the purpose of communication, planning, coordination and evaluation of the resident's care.

Interdisciplinary Team: Team members from a variety of disciplines, the resident and/or authorized designate and family members who participate in the assessment, planning, implementation and evaluation of a resident's care.

Intergenerational Programs: Recreational programs that focus on the sharing of experiences between different age groups.

Leading Practice: Processes, systems or methods that have been shown to produce superior results.

Licensee: The owner/operator, administrator, board of directors or service provider to whom a license has been issued by the Department of Health and Wellness to operate a nursing home or residential care facility in Nova Scotia.

Mission: A clearly written statement of the home's purpose that focuses the direction and character of its programs and services encompassing a statement of philosophy.

Nursing Home: A building or place or part of a building or place, including Homes for the Aged, in which accommodation and skilled nursing care are provided to residents in accordance with the *Homes for Special Care Act, Section 2(1) (j)*.

Nursing Care: The use of methods, procedures and techniques employed in providing nursing care by persons with technical nursing training beyond the care that an untrained person can adequately administer.

Outbreak: An increase in the number of cases of disease or infection above the number normally occurring in the home over a defined period of time. Outbreak definitions may be more specific based on the microorganism/illness.

Outcome: The desired end result of the purpose or objective that shall be achieved.

Palliative Care: Care that improves the quality of life of patients/families facing life threatening illness, through the prevention and relief of suffering by means of early identification, assessment and treatment of pain and other problems (physical, psychological and spiritual). It includes end-of-life care for those who are dying and a palliative approach to care for those with advanced illness or at increased risk of dying.

Partners in Care: Mutually beneficial partnership among the resident, their authorized designate, family and care providers supporting respectful relationships and active engagement of all in planning, developing and accessing care.

Personal Care: The provision of supervision and assistance with activities of daily living for a person who is ambulatory or semi-ambulatory in accordance with the *Homes for Special Care Act, Section 2(1)(k)*, including, but not limited to, health care, nutrition, hydration, shelter, residence, clothing, hygiene, safety, comfort, recreation, social activities, and support services.

Personal Directive: The document that:

- a) sets out instructions or an expression of the maker's values, beliefs and wishes about future personal-care decisions to be made on his or her behalf; and
- b) authorizes one or more persons who, except in the case of a minor spouse, is or are of the age of majority to act as delegate to make, on the maker's behalf, decisions concerning the maker's personal care, as defined in the *Personal Directive Act, Section 3(1)*.

Plan of Care: The documented actions that the interdisciplinary team shall undertake to meet the identified needs, goals and preferences of the resident. The plan's rationale, goals, benefits, and expected outcomes are based on the assessment, planning, implementation and evaluation process.

Point of care: The place where the resident, care staff and care procedure come together.

Point of Care Risk Assessment (for infection, prevention and control): An activity whereby:

- a) the likelihood of exposure to an infectious agent is evaluated for a specific interaction, with a specific resident, in a specific environment (e.g., single room, hallway), under available conditions (e.g., no designated handwashing sink); and
- b) the appropriate actions/personal protective equipment needed to minimize the risk of exposure, for the specific resident, other residents in the environment, staff, visitors, contractors, etc, are utilized.

Policy: A written statement that reflects leading practices and identifies and interprets a position on a given issue, providing direction, limits, responsibility, accountability and expectations.

Preventive Maintenance Program: Maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection and correction of incipient failures either before they occur or before they become major defects.

Privacy: Free from undue intrusion; the right of individuals to control or influence what information related to them may be collected and stored and by whom and to whom that information may be disclosed.

Procedure: A written set of instructions conveying the approved and recommended steps for an action or sequence of actions.

Program Requirement: The established standard with which a licensee must be in compliance in order to be licensed by the Department of Health and Wellness as a nursing home or a residential care facility.

Qualified: Possesses the capabilities, competencies, skills and experience necessary to successfully operate within the scope of his/her position.

Quality Improvement: The efforts taken to improve the level of performance of a process through measurement of the current level of performance, identifying ways to improve that performance, and the implementation of new and promising practices.

Resident: A person who lives in a home licensed by the Department of Health and Wellness.

Resident-Centred: An approach in which residents are viewed as whole persons; it is not merely about delivering services where the resident is located. Resident-centred care involves advocacy, empowerment, and respecting the resident's autonomy, voice, self-determination and participation in decision-making.

Resident Council: A forum for residents and/or authorized designates to have a voice in decisions that affect the residents and to improve the residents' quality of life in the home.

Residential Care Facility: A building or place, or part of a building or place, where supervisory or personal care is provided to three or more persons.

Resident Values: A written set of value statements that govern and guide resident and staff relationships.

Responsive Behaviours: Actions, words or gestures of people with dementia utilized as a means of communicating unmet need(s) and/or something important in their personal, social or physical environment (e.g. wandering, restlessness, agitation, physical resistance) which may cause distress and/or risk for the person, other residents, family members, visitors and/or staff.

Restraint: Anything that is intentionally used to limit the movement or behaviour of a resident and over which the resident has no control. Restraints may be physical, environmental or chemical. A resident is restrained if he or she cannot remove a physical device, leave a specific area, or refuse a chemical restraint.

Risk: Potential for harm.

Risk Management: A system for the detection, evaluation, prevention and mitigation of risks.

Safety Alerts: Hazards, alerts, recall notifications or warning notices that document faults or defects of products and may include recommendations on what corrective action(s) should be taken to reduce the possibility of injury.

Substitute Decision Maker (SDM): The delegate or statutory decision-maker with the legal authority to make personal care decisions on behalf of an individual who lacks capacity to make health care decisions pursuant to the *Personal Directives Act*.

Supervisory Care: The provision of room, board and (i) guidance or supervision in the activities of daily living, or (ii) observation or surveillance of the physical well-being of a person who is ambulatory or semi-ambulatory.

Surface Integrity: The surface material is continuous and sound.

Values: A fundamental set of beliefs that clearly communicate the vision and how the licensee will operate on a day-to-day basis.

Vision: A clear visualization of a future for which the licensee strives and which guides all of the home's activities.

Wound: An injury to the body that typically involves laceration or breaking of a membrane, (such as the skin), and usually damage to underlying tissues (Merriam-Webster Dictionary). Includes pressure injuries.

5.0 FUNDAMENTAL REQUIREMENTS

5.1 Resident Respect, Dignity and Right to Privacy

Outcome:

Residents are respected and their dignity and right to privacy are preserved.

The licensee shall ensure:

1. A privacy and confidentiality policy and procedures, that reflect the Long Term Care Principles and align with legislation, are developed and implemented.
2. Residents are treated with respect and dignity at all times, including during:
 - a) personal care activities;
 - b) consultation with and examination by professional staff;
 - c) intimacy; and
 - d) social contacts with families and friends.
3. Residents' privacy is protected to the extent possible.
4. There is a statement of values posted in common areas and residents are provided with a copy upon admission to the home.
5. Residents receive services that support inclusiveness and respect both diversity and cultural differences.
6. Staff members receive information regarding the home's values, respect, dignity and protection of privacy upon hire and as part of their ongoing professional development.
7. Residents have their own clothing, which are appropriate, correct in size, clean and neat, in good repair and suitable for the climate.
8. Staff members address residents using residents' preferred names.
9. Residents, or their authorized designates, receive mail unopened.

5.2 Resident Choice

Outcome:

Residents exercise choice and have control over their lives.

The licensee shall ensure:

1. The culture of the home, through its mission, statement of values, philosophy and provision of care, maximizes the ability of residents to exercise personal autonomy and choice.

2. Staff members support residents and/or authorized designates in making informed decisions.
3. Residents' informed decisions are respected including their decisions regarding personal directives and sharing of their information.
4. Residents' right to choose is reflected in the development and implementation of their individualized plan of care.
5. Residents or their authorized designates decide the extent to which family members, friends and others are involved in their care, including end of life care.
6. Residents are able to express religious, spiritual, sexual and cultural beliefs and practices.
7. Residents are encouraged to personalize their bedrooms with their personal possessions in a manner that is safe and practical.
8. Residents and/or their authorized designates manage their financial affairs.

5.3 Family and Community Relationships

Outcome: Residents maintain relationships with family, friends and the local community as they choose.

The licensee shall ensure:

1. Upon admission, residents and/or their authorized designates receive written information about the home's philosophy on supporting and encouraging resident involvement with family, friends and the community.
2. All residents or authorized designates provide an emergency contact.
3. There is no restriction on visitors except:
 - a) when requested by the residents or their authorized designates;
 - b) when a visitor is deemed by the licensee to pose a security risk or to negatively impact other residents or the operations of the home;
 - c) where there is a Protective Intervention Order pursuant to the *Adult Protection Act* in place; or
 - d) as necessary during an outbreak of infection.

6.0 RESIDENT CARE

6.1 Assessments

Outcome:

Residents' individual needs are identified through appropriate, relevant assessments.

The licensee shall ensure:

1. Policies and procedures that reflect leading practices regarding assessments are developed and followed.
2. Ongoing assessments are completed in order to identify the unmet changing needs of the residents.
3. Results of assessments are documented on the resident record, are communicated appropriately to staff and become the basis for the resident plan of care.
4. Residents and/or authorized designates are advised of alternative care options when residents' needs can no longer be met by the home.

Additional Requirements for Nursing Homes

The licensee shall ensure:

- 5a Residents have an interdisciplinary assessment of risk, functional abilities, cognition, nutrition, oral health (see section 6.6), pain and discomfort, falls risk, and recreation, initiated upon admission to the home and completed within two weeks.
- 5b Residents have a skin integrity assessment completed within 24 hours of admission to the home, and on an ongoing basis in accordance with the residents' individual needs.
6. A lift and transfer assessment is completed for residents within 24 hours of admission and as the residents' individual needs change.
7. When residents are exhibiting responsive behaviours, the interdisciplinary team assesses the residents to determine the underlying causes of the behaviour, identifies the type and level of risk, and develops, communicates and evaluates the plan of care and outcomes in accordance with section 6.3, Individual Plan of Care.

Additional Requirements for Residential Care Facilities

The licensee shall ensure:

8. Collection of residents' current information, regarding functional abilities, risks, cognition, diet, oral health, pain and discomfort, falls, and recreation, is initiated upon admission to the home and completed within two weeks.

9. Collection of residents' current information regarding skin integrity is completed within 24 hours of admission to the facility, and on an ongoing basis in accordance with the residents' individual needs.

6.2 Health Services

Outcome: The best possible resident health outcomes are achieved by meeting residents' assessed health care needs.

The licensee shall ensure:

1. Ethical, informed decision-making, staff-resident collaboration and staff teamwork are supported to enhance residents' long term care experiences.
2. Relationship building between and among residents, authorized designates, families and staff is encouraged.
3. Residents, authorized designates and families are supported in their care partner roles.
4. Staff members get to know the residents so they can better understand their unique needs, preferences and personal histories.
5. Staff members make decisions based on knowledge of the residents' needs and they work cooperatively to meet their needs.
6. Residents receive advocacy and support according to their needs, as appropriate.
7. Residents receive assistance and support with activities of daily living, as required, having regard for their plan of care.
8. Residents' health status is monitored daily and there is a system in place to recognize indicators of residents' changing needs and to respond accordingly.
9. Interventions are in accordance with resident goals of care, clinical guidelines, leading practices and the professional regulatory/licensing bodies.
10. Residents' access to specialized health care services is facilitated, according to their individualized care needs, e.g., acute home care, palliative care, wound care and mental health.
11. Resident care protocols, based on current leading practices, are developed, implemented, monitored and regularly evaluated with particular emphasis on responsive behaviours, skin integrity, poly-pharmacy, pain, wound management, infection control, nutrition and daily mouth care.
12. Residents are under the care of qualified medical practitioners of their choice who

agree to provide services in the home.

13. The home has a physician medical advisor.
14. Pharmaceutical services are provided to ensure the medication needs of residents are met.

Additional Requirements for Nursing Homes

The licensee shall ensure:

15. An interdisciplinary pharmacy committee, consisting of at least the Administrator of the Home, Medical Advisor, Pharmacist, Director of Resident Care and Clinical Dietitian, meets a minimum of every six months.
16. A stand-alone Wound Care Committee is implemented, or wound care issues/practices are included as a standing agenda item on another appropriate committee (i.e. Quality Committee). The committee shall be interdisciplinary ensuring that wound prevention and management is regularly reviewed and revised to reflect leading practices and provincial direction, and identify trends for quality improvement.

Additional Requirements for Residential Care Facilities

The licensee shall ensure:

17. A process is in place (e.g., a committee) to review wound care issues/practices to ensure wound prevention and management is regularly reviewed and revised to reflect leading practices and provincial direction, and identify trends for quality improvement.

6.3 Individual Plan of Care

Outcome: Each resident's abilities and preferences are maximized through the individualized plan of care.

The licensee shall ensure:

1. Policies and procedures related to resident care planning are developed and followed.
2. An interdisciplinary care conference, that includes the resident and/or authorized designate and the family members approved by the resident, is conducted within six weeks of admission to the home and annually thereafter, or more frequently as the resident's individual needs require.
3. The care conference results in a mutually agreeable, documented plan of care.
4. Each resident has a plan of care which:
 - a) includes the plan's rationale, measurable and achievable goals, benefits,

expected outcomes, detailed actions that the interdisciplinary team shall undertake to meet the resident's identified needs and time frames for evaluation;

- b) is reviewed by staff on a quarterly basis, or more frequently as required, and is updated to reflect the resident's changing needs and interventions; and
 - c) is communicated to the resident and/or authorized designate and all those involved in the resident's care.
5. Interventions, outcomes and resident progress are regularly evaluated and the plan of care is modified as needed and documented on the resident record.
 6. Staff members document timely, clear, objective and complete information on the resident record.
 7. Each resident has an opportunity to complete or provide a personal directive which includes identifying a substitute decision maker. If completed, the personal directive will be placed on the resident record. Otherwise, it is documented on the record that a personal directive was discussed with the resident.
 8. For residents who do not have capacity, their authorized designates are advised as soon as possible of changes in the residents' health status.
 9. Residents and/or authorized designates are encouraged to have funeral arrangements completed and communicated to the licensee.

Additional Requirements for Nursing Homes

The licensee shall ensure

10. Each resident's plan of care is based on the risks and needs identified in the inter-disciplinary assessments referenced in section 6.1, Additional Requirements for Nursing Homes, and the resident's choice.

Additional Requirements for Residential Care Facilities

11. Each resident's plan of care is based on the needs identified through the collection of resident information, referenced in section 6.1, Additional Requirements for Residential Care Facilities.

6.4 Resident-Centred Care

Outcome: Residents' quality of life and well-being are enhanced through the provision of resident-centred care.

The licensee shall ensure:

1. Resident-centered care, which recognizes the value of providing a safe, homelike

environment with an emphasis on meeting the physical, health, cultural, spiritual, social, mental and emotional needs of residents, is provided for all residents.

2. Every effort is made to support residents in maximizing their independence, capabilities and freedom of choice to the extent of their abilities.
3. Staff members work with the residents and/or authorized designates as a team to determine what works best for the residents.
4. Team members learn collaborative problem solving and share responsibility, as well as accountability, for resident outcomes.
5. Resident-centered care:
 - a) supports residents, their authorized designates and families to be partners in care by promoting choice, empowerment, autonomy and independence in everyday life;
 - b) provides a clear statement of role expectations where team work is emphasized;
 - c) encourages decision-making by residents and/or their authorized designates and staff members who work closely with the residents;
 - d) enables flexible scheduling of activities of daily living to meet residents' preferences whenever possible;
 - e) supports innovative approaches to care delivery; and
 - f) enables staff to consistently work with the same residents, when in the residents' best interests.

6.5 Nutrition

Outcome: Residents' nutritional requirements are met through a balanced diet. Their individual needs are accommodated and their preferences are obliged, whenever possible.

The licensee shall ensure:

1. Policies and procedures regarding food services, that reflect leading practices in public health, safe food production and professional standards, are developed and followed. This includes receiving, storage, production and delivery of meals, snacks and supplements and appropriate safety measures to guide visitors who bring in food for residents.
2. The following processes are developed and followed:

- a) identification and communication of residents' food allergies, preferences, therapeutic diets, food textures, supplements and food contraindications;
 - b) provision of food and beverages for mealtimes and snacks at safe, comfortable and palatable temperatures according to residents' individual needs;
 - c) labeling of food in refrigerators and discarding of expired food;
 - d) tracking and monitoring intake of meals, supplements and fluids as required;
 - e) documenting and monitoring residents' weights; and
 - f) receiving input from residents and/or authorized designates and families regarding the menu.
3. Menus are balanced according to Canada's Food Guide and provide flexibility to meet nutrition guidelines and interventions as identified for residents' specific needs and preferences.
 4. Menus follow a rotation that is not less than 4 weeks. Menus are posted and any changes are documented and align with the dietician's recommendations.
 5. Planned menus offer choices/alternatives based on residents' needs, including entrees, vegetables, desserts and beverages, for regular and therapeutic meals and texture modified diets. Seasonal items are incorporated into the menu.
 6. A minimum of three meals and two snacks, one of which is an evening snack, are provided at appropriate intervals throughout the day. Snacks include both food and fluids with options for residents with therapeutic and texture modified diets.
 7. The meal system provides some flexibility to offer meals/snacks/fluids throughout the day.
 8. Meals are served in accordance with leading practices and residents' preferences with no more than 15 hours between suppers and breakfasts unless otherwise documented. Meals are served based on the wishes and needs of the majority of residents.
 9. Supervision and assistance are provided during meals, snacks and other food related activities as necessary.
 10. There is a staff member on duty in the dining area, during meals, snacks and other food related activities (including on-site and off-site activities), who has current training on the maneuver for clearing the airway of a person who is choking.
 11. Relevant staff members are educated on safe food practices in accordance with current legislation.
 12. Assistive devices and eating aids are provided for residents who require them to eat/drink safely.

13. Residents are encouraged to eat in the dining room. Alternate arrangements based on residents' needs may be made, provided there is adequate supervision.
14. Mealtimes provide a positive, relaxed and quality dining experience that stimulates the senses, appetite and conversation. Every effort is made to limit noise and interruptions.
15. The dining environment promotes residents' enjoyment, safety, comfort, independence and dignity, allowing them to socialize and to eat at a pace that suits them. There are ongoing opportunities to evaluate and improve the dining experience for the residents.
16. A written hydration therapy program is implemented and maintained.
17. A Vitamin D supplementation program is in place in accordance with the Department of Health and Wellness' guidelines.

Additional Requirements for Nursing Homes

The licensee shall ensure:

18. Diets are provided according to residents' needs, following assessments by the dietitian, with consideration for residents' likes and dislikes, religious beliefs, culture and abilities.
19. Menus are reviewed, approved and dated by a registered dietitian at least twice per year.

Additional Requirements for Residential Care Facilities

The licensee shall ensure:

20. Diets are provided according to the residents' needs, with consideration for residents' likes and dislikes, religious beliefs, culture and abilities.
21. Menus are reviewed, approved and dated by a registered dietitian at least once per year.

6.6 Oral Health

Outcome: Residents' oral health is optimized through an effective mouth care regime.

The licensee shall ensure:

1. An oral health assessment is initiated on admission and completed by staff within two weeks.
2. Any risks relating to oral status (such as pain, swelling, bleeding, broken or decayed teeth, debris and food particles) are documented on admission and monitored regularly by staff in order to initiate appropriate referrals to dental professionals, when required and desired by the resident or authorized designate, and to inform daily mouth care planning.

3. Each resident has a daily mouth care plan that includes appropriate hygiene techniques and products to maintain oral cleanliness of natural teeth and/or dentures.

6.7 Recreation

Outcome:

Residents' range of leisure programming reflects their expectations and preferences and satisfies their physical, social, cultural, spiritual, emotional, mental and recreational interests and needs.

The licensee shall ensure:

1. Policies and procedures for recreational programming are developed and followed.
2. A recreational program is developed and implemented that:
 - a) allows members of the care team to assist and support the continuous development of programs for the changing needs of the residents;
 - b) is in keeping with the residents' needs, preferences, abilities and strengths;
 - c) is flexible, innovative and varied to respond to the residents' leisure needs and interests; and
 - d) is planned, with input from residents and/or authorized designates and family councils, a minimum of one month in advance.
3. A monthly schedule is posted in common and resident areas. Any changes are documented and posted for residents and authorized designates to view.
4. Residents are supported in participating in meaningful activities.
5. Residents' participation records of individual and group programs are maintained for planned activities.
6. Community affiliations and intergenerational programs are encouraged, nurtured and facilitated.

6.8 Palliative and End of Life Care

Outcome:

Residents' dignity is preserved and their physical, emotional, cultural and spiritual needs are met.

The licensee shall ensure:

1. A policy and procedures regarding end of life care are documented and followed.

2. Residents and/or authorized designates are engaged in planning for residents' end of life care.
3. Upon admission, and as needed, there is evidence of discussion with residents and/or authorized designates about options for end of life care including options for the degree of medical intervention.
4. Residents'/authorized designates' goals of care and choices are documented accordingly on the plan of care and/or personal directive, if completed, and are placed on the resident record and followed.
5. Residents' personal directives, if completed, are reviewed annually with the residents and/or authorized designates or more frequently if required to ensure their care preferences and wishes are clearly understood.
6. Residents' religious and cultural practices concerning end of life care are recorded in the resident records and are followed.
7. There are procedures in place to direct staff in the event of an expected death or an unexpected death.

7.0 ADMINISTRATION

7.1 Management of the Home

Outcome: Residents live in a home that promotes their quality of life through the effective and efficient management of the home.

The licensee shall ensure:

1. There is a designated administrator responsible for the overall management of the home.
2. On-site administrative authority is delegated to an appropriate individual when the administrator is absent.
3. The operation of the home is in compliance with the following:
 - a) all applicable legislation, including but not limited to:
 - the *Homes for Special Care Act (HSCA) and Regulations*;
 - the *Protection for Persons in Care Act (PPCA)*;
 - the *Personal Directives Act (PDA)*;
 - the *Personal Health Information Act (PHIA)*;
 - the *Occupational Health and Safety Act*; and
 - the *Smoke-free Places Act*
 - b) Department of Health and Wellness' Long Term Care Program Requirements: Nursing Homes and Residential Care Facilities and any other relevant provincial policies, standards and requirements.
4. A statement of the home's mission, vision, values and philosophy of care is developed; staff are knowledgeable about them and demonstrate them through their actions.
5. The policies listed in Appendix A and accompanying procedures, and any other policies and procedures deemed necessary by the licensee, are developed, documented and implemented.
6. The policies and procedures are maintained and easily accessed by staff. They are reviewed regularly with staff to ensure they are knowledgeable about them and demonstrate them through their actions.
7. The home's policies are reviewed a minimum of every three years, or more frequently as required to ensure they are current, and they are revised as needed.
8. A policy for the collection and management of resident funds is developed and implemented.

9. A policy for receiving, investigating and resolving complaints is developed and implemented.
10. On admission, residents and/or authorized designates are provided with the following:
 - a) written information regarding the complaint process;
 - b) written information about the services provided by the home; and
 - c) a list of the home's policies, relevant to residents and families, and copies are provided upon request.
11. Residents and/or authorized designates are kept informed of operational issues that may impact residents' care or well-being.
12. Required inspections of the home and equipment are completed and documentation is maintained to demonstrate compliance with requirements. These include, but are not limited to, manufacturer requirements, safety requirements, sprinkler systems, water testing, fire alarms and fuel systems.

7.2 Resident Councils

Outcome: Residents and/or authorized designates are provided with regular opportunities to meet with management to discuss issues relating to residents' care and well-being and the safety and security of the home.

The licensee shall ensure:

1. The home has a resident council that has a documented Purpose and Terms of Reference.
2. Policies and procedures regarding the establishment of a functioning resident council are developed and followed. This includes a process for managing the funds raised through council activities.
3. Resident council meetings are held monthly. Residents and/or authorized designates are notified of meetings in advance and are encouraged to participate.
4. The administrator attends resident council meetings a minimum of quarterly.
5. Residents chair the resident council meetings whenever possible.
6. Minutes of resident council meetings are maintained and include resolution or action on identified concerns or issues. Minutes are available and easily accessible for viewing by residents.

7.3 Family Councils

Outcome:

Family members are provided with regular opportunities to meet with management to discuss issues relating to the care and well-being of residents and the safety and security of the home.

Requirements for Nursing Homes

The licensee shall ensure:

1. The nursing home has a family council that works together in partnership with the resident council. The family council has a documented Purpose and Terms of Reference.
2. Policies and procedures regarding the establishment of a functioning family council are developed and followed. This includes a process for managing the funds raised through family council activities.
3. Family council meetings are held a minimum of twice annually. Family members are notified of meetings in advance and are encouraged to participate.
4. The administrator attends a minimum of two family council meetings per year.
5. Family members chair the family council meetings whenever possible.
6. Minutes of family council meetings are maintained and include resolution or action on identified concerns or issues. Minutes are available and easily accessible for viewing.

7.4 Management and Staff Meetings

Outcome:

Management and staff are kept informed of operational issues that may impact the care of residents, the well-being of residents and staff and the safety and security of the home.

The licensee shall ensure:

1. Policies and procedures describing the roles and responsibilities of formalized management and staff meetings are documented and followed.
2. Minutes of management and staff meetings are maintained and include resolution or action on identified concerns or issues. Staff meeting minutes are available and easily accessed by staff.
3. Management and staff meetings are held a minimum of quarterly.

7.5 Inspections

Outcome:

Risk is mitigated through regular inspections by all applicable authorities having jurisdiction and through the licensee's compliance with the minimum requirements of those authorities.

The licensee shall ensure:

1. Compliance with all applicable government inspection processes, policies, standards, requirements and service agreements, including but not limited to, the following authorities:
 - a) Department of Health and Wellness;
 - b) Department of Labour and Advanced Education, including Occupational Health and Safety (OHS);
 - c) Nova Scotia Environment;
 - d) Office of the Fire Marshal (OFM); and
 - e) Workers' Compensation Board of Nova Scotia.
2. A valid and current Homes for Special Care license to operate is posted in a conspicuous location in the home.
3. A current Food Establishment permit is posted, if required by legislation.
4. Homes with 12 beds or more are inspected by a Nova Scotia Government Food Safety Specialist a minimum of annually.
5. The home is inspected by the Fire Marshal on a regular basis, in accordance with the requirements of the Office of the Fire Marshal.
6. Inspection reports, recommendations and requirements from legislated authorities having jurisdiction are retained. Compliance with recommendations and requirements is achieved and evidenced by appropriate documentation.

8.0 SERVICE QUALITY

8.1 Quality Management

Outcome:

The home's commitment to continuous quality improvement is evidenced by the provision of integrated, comprehensive quality resident care and services that demonstrate leading practices.

The licensee shall ensure:

1. Quality improvement policies and procedures for continuous quality improvement of resident care are developed and followed.
2. Management and staff use research-based, evidence-informed approaches to care and service delivery, which are based on leading practices.
3. Policies are consistent with professionally recognized standards of practice for healthcare professionals employed in the home.
4. Resident and family satisfaction surveys are conducted a minimum of annually.
5. A process is in place to review the results of the satisfaction surveys and to develop and implement appropriate changes.
6. The results of the satisfaction survey are summarized, with resident/authorized designate/family identifiers removed, and are available and easily accessible for viewing.
7. Key performance indicators are identified based on strategic health system objectives and health priorities and include, but are not limited to:
 - a) service utilization and access;
 - b) quality, safe care;
 - c) appropriateness of care, clinical characteristics, resident outcomes;
 - d) resident satisfaction;
 - e) financial;
 - f) efficiency, productivity; and
 - g) sustainability.

8.2 Risk Management

Outcome: Systems and processes are in place to minimize risk to residents, staff, volunteers, visitors and the home.

The licensee shall ensure:

1. Policies and procedures that minimize risk to residents, staff, volunteers, visitors and the home are developed and followed. These include but are not limited to:
 - a) A risk management policy which includes the assessment, identification and management of risk, is developed, implemented and evaluated;
 - b) A critical incident reporting policy and procedures that direct staff in the event of a critical incident;
 - c) A disclosure of adverse events policy and procedures that direct staff in the event of an adverse event;
 - d) A smoking policy and procedures that address smoking by residents, staff, volunteers and visitors;
 - e) A safer needles in the workplace policy and procedures for the safe management, handling, administration and disposal of needles in the home. The policy and procedures shall be in compliance with the Safer Needles in the Healthcare Workplaces Act;
 - f) A safety alerts policy and procedures that includes information management, follow up actions and risk mitigation;
 - g) A water temperature monitoring policy and procedures to ensure temperatures are in accordance with the appropriate Canadian Standards Association (CSA) standards;
 - h) An extremes of internal temperature policy and procedures to ensure internal temperatures are at acceptable levels; and
 - i) A disclosure of wrongdoing policy and procedures regarding disclosing, reviewing, investigating and tracking concerns about wrongdoing.
 - j) A wound management policy that aligns with these program requirements and the Department of Health and Wellness' Wound Management Policy for Nursing Homes and Residential Care Facilities.
2. Risk management programs that minimize risk to residents are developed, implemented and evaluated. These include but are not limited to:

- a) An immunization program that provides safe administration of vaccines, such as influenza, to interested residents and staff; and
 - b) A falls prevention program is developed and implemented.
3. Risk management processes that minimize risk to residents and staff are implemented. These include but are not limited to:
- a) A resident identification process, at the time of admission, which includes a photo of the resident and is updated regularly to ensure it clearly identifies the resident;
 - b) A process to direct staff in the event of a missing resident;
 - c) A process for documenting and appropriately communicating resident allergies;
 - d) A process for analyzing critical incidents and adverse events, a minimum of quarterly or more often as required, to identify trends and ensure appropriate action is taken to remedy the identified risks; and
 - e) A process for ensuring staff members are trained in the safe operation of equipment.

8.3 Protection of Residents from Abuse

Outcome: Residents are protected from all forms of abuse and neglect pursuant to the *Protection of Persons in Care Act*.

The licensee shall ensure:

1. Compliance with the *Protection of Persons in Care Act* (PPCA).
2. Policies and procedures that protect residents from abuse and maintain a reasonable level of safety are developed and followed
3. Investigators appointed pursuant to the PPCA are permitted entry to the home at all reasonable times.
4. Management and staff cooperate with and provide assistance to investigators as required.
5. Compliance with any and all directives received from the Minister of Health and Wellness, or designates, following investigation under PPCA, with respect to protecting residents from abuse.
6. All persons who are employed by the licensee, or who are providing services on behalf of the licensee, are provided with education regarding the licensee's policies and procedures related to abuse and the PPCA.

7. Where any employee is suspected of abusing a resident, the employee is suspended; the suspicion is reported to the Department of Health and Wellness' PPCA toll free line at 1-800-225-7225; and an investigation and action are taken in accordance with the licensee's policy.
8. An allegation of abuse or suspected abuse, which falls under the jurisdiction of the *Criminal Code of Canada*, is reported to the police, the Department of Health and Wellness' PPCA toll free line and the Nova Scotia Health Authority.
9. No adverse action is taken against employees, residents, authorized designates or family members who make a report of abuse in good faith.

Additional Requirement for Nursing Homes

The licensee shall ensure:

10. A least restraint policy and procedures are developed and followed.

8.4 Infection Prevention and Control

Outcome: Residents and staff are protected from exposures and transmissions of microorganisms and infection by knowledgeable staff and evidence-informed infection prevention and control strategies.

The licensee shall ensure:

1. Infection prevention and control policies and procedures, with particular emphasis on proper hand hygiene and routine practices including a point of care risk assessment, are developed and followed. The policies and procedures are reviewed and updated regularly and practice audits are conducted to ensure they are being followed.
2. A formal structure is in place to oversee the activities of the infection prevention and control program. A designated person is assigned to oversee infection prevention and control throughout the home.
3. A stand-alone Infection Prevention and Control Committee is implemented or infection prevention and control issues/practices are included as a standing agenda item on another appropriate committee. The committee shall be multidisciplinary ensuring that the infection prevention and control program is regularly reviewed and revised to reflect leading practices and provincial direction.
4. There is an active program for the prevention, control and investigation of infectious, communicable diseases. This includes the monitoring of infection rates (surveillance) and the sharing of this information, internally and with the Department of Health and Wellness upon request.

5. Systems are in place for detecting and responding to outbreaks of infections, with clear mechanisms for consulting with and reporting to Public Health, the Department of Health and Wellness and the Nova Scotia Health Authority.
6. The closing of facilities in a pandemic situation is directed by the Department of Health and Wellness.
7. Staff education on infection prevention and control practices and outbreak management are provided at orientation for new staff and as part of continuing education.
8. Personal protective equipment is available to protect staff, volunteers and visitors as per routine practices and additional precautions.
9. The home implements a hand hygiene program which includes the following:
 - a) ensuring staff and residents have access to alcohol-based hand rubs and/or handwashing sinks at the point of care. Alcohol-based hand rubs with an alcohol (i.e., ethanol, isopropanol or *n*-propanol) concentration above 60% and up to 90% should be used;
 - b) ensuring paper towels and liquid hand soap are used in all public and staff hand washing sinks;
 - c) providing education/training based on current guidelines to staff and residents on hand hygiene practices; and
 - d) evaluating staff adherence with hand hygiene practices through auditing and observation.
10. If bars of soap and other personal care items are used in resident rooms, they are designated for the use of one resident and are not shared.
11. Immunizations or vaccinations for residents and staff are facilitated, recorded and provided to Department of Health and Wellness as directed.
12. Staff influenza immunization rates, in homes with greater than 5 employees, are posted in a public place and updated a minimum of twice per year on December 15th and on March 1st.
13. There is an organized laundry system with adequate covered laundry receptacles to maintain a clean and safe service. Clean laundry is separated from soiled laundry.
14. Documented processes and practices are followed to ensure staff members adhere to the separation of clean and soiled linen.
15. There are designated areas for the collection, processing and disposal of human and bio-medical waste to minimize the transmission of infectious diseases.
16. Documented processes and practices for cleaning and disinfecting resident care equipment are followed. E.g. foot care equipment.

17. Contracted services shall follow established standards for cleaning and disinfecting environmental surfaces and equipment.
18. Spray wands are disconnected from hoppers. Rinsing hoses may remain connected as they do not aerosolize materials.

8.5 Medication Management

Outcome:

Resident health is preserved and risk of harm is mitigated through the safe storage, management and administration of medication.

The licensee shall ensure:

1. Policies and procedures for the management and administration of medications and treatments, including over the counter medications, are developed and followed.
2. Prescription and non-prescription medications and treatments are administered only when ordered by authorized prescribers.
3. Medications are stored in a secure and appropriate manner, accessible only to persons authorized to administer medications.
4. Medications are accounted for, administered and documented in accordance with federal and provincial legislation and professional practice standards.
5. There is a process in place for
 - a) reconciling medications upon admission, transfer and discharge;
 - b) tracking narcotics;
 - c) ensuring verbal orders are signed by authorized prescribers no later than 72 hours after the verbal order was issued, in accordance with legislation; and
 - d) documenting medications administered on a PRN basis.
6. Preparation of doses for more than one administration time is not permitted.
7. Staff members are educated on the safe administration of medication and medication practices at the home.
8. Signatures of staff who administer medications are verified annually, or as needed, when a paper based system is utilized.
9. Upon admission, residents and/or authorized designates receive a list of over the counter medications that are provided by the home at no charge to the residents.
10. All residents have an individual Medication Administration Record (MAR) accompanied by a current resident photograph.

11. Resident allergies are documented on the MAR.
12. MARs are reviewed and double-checked for accuracy by two authorized staff members before being utilized.
13. Pharmaceutical services are provided by qualified pharmacists to ensure the medication needs of residents are met.
14. There is a current pharmaceutical reference resource available.
15. Discontinued and expired medications are disposed in a safe and appropriate manner.

8.6 Ethics

Outcome:

Resident values are promoted and protected by the consistent application of ethical principles in decision-making.

The licensee shall ensure:

1. A written code of ethics for the home is developed and followed.
2. Policies and procedures that address ethical issues are developed and followed.
3. There is a documented decision-making process for dealing with ethical issues.
4. Processes are in place to address non-compliance with the home's code of ethics.

9.0 SERVICE CONTINUITY

9.1 Labour Disruption Contingency Plan

Outcome:

Residents continue to receive quality care and services in the event of a labour-management dispute.

The licensee shall ensure:

1. Essential services continue to be provided to residents when there is a reduction in the number of available staff members due to a labour-management dispute.
2. A labour disruption contingency plan, which may be included in the business continuity plan, is developed in consultation with service partners as appropriate.

9.2 Emergency Planning and Preparedness

Outcome:

The safety and well-being of residents and staff are maintained during an emergency situation.

The licensee shall ensure:

1. All Hazards Plan
 - a) There is a documented All Hazards Plan which is reviewed a minimum of every three years and revised as necessary to ensure the plan is current. The All Hazards Plan shall address:
 - emergency evacuation;
 - emergency relocation;
 - emergency expansion;
 - emergency isolation;
 - bomb threat / suspicious package;
 - external air exclusion;
 - chemical spill;
 - violent person; and
 - facility access control.
 - b) The All Hazards Plan is exercised a minimum of once every three years. More frequent exercises shall be completed as required to ensure all staff members are knowledgeable. The Business Continuity Plan identified below may be incorporated as part of this exercise.

- c) The participation of staff members is incorporated into the exercise. Participation of residents is included when appropriate and safe. Table top exercises are not accepted as meeting the exercise requirement.
- d) External observers, such as individuals experienced in dealing with emergency situations, are invited to the exercise and asked in advance to provide feedback regarding exercises, testing and debriefing.

2. Business Continuity Plan

- a) There is a documented Business Continuity Plan that addresses the operational recovery and continuity of services in the face of a disaster, labour disruption or other major outage. The Business Continuity Plan includes the following:
 - hazard, vulnerability and risk assessment;
 - mission critical activities;
 - recovery strategies;
 - loss of electrical power, water, heat, ventilation and waste water services;
 - loss of information technology (computer / telephone / fax) priorities;
 - geographic footprint; and
 - pandemic situation (pandemic planning is undertaken and completed in accordance with direction received from the Department of Health and Wellness.)
- b) When applicable, business continuity information may be incorporated into the All Hazards Plan.
- c) The Business Continuity Plan is reviewed a minimum of annually and revised as necessary to ensure it is current.

3. Staff Call Back Plan

- a) There is a documented Staff Call Back Plan that includes:
 - current staff phone numbers;
 - procedure for staff call back;
 - priority for contacting staff; and
 - how long it will take staff to arrive on site
- b) The Staff Call Back Plan is reviewed a minimum of annually and revised as necessary to ensure it is current.
- c) The Staff Call Back Plan is activated a minimum of once per year to determine the ability of staff members to respond in emergency situations.

4. Fire Safety
 - a) There is a documented Fire Safety Plan, in accordance with the National Fire Code, that is reviewed a minimum of annually and revised as necessary to ensure the plan is current.
 - b) Fire Drills are conducted a minimum of monthly in accordance with direction from the Office of the Fire Marshal.
 - c) Fire protection systems are tested and inspected annually, or more frequently as required by the Office of the Fire Marshal.
 - d) Fire protection equipment is maintained in good working order. Fire alarms and fire doors are tested monthly; fire extinguishers are inspected monthly and tested annually in accordance with the Office of the Fire Marshal.
 - e) Records of testing and inspections of fire protection equipment and systems are maintained.
 - f) The Office of the Fire Marshal is requested to inspect the home on a regular basis in accordance with the requirements of the Office of the Fire Marshal.
 - g) No resident is maintained in a home or any part thereof that is not approved by the Fire Marshal.
5. Contact information in all plans is updated a minimum of quarterly.
6. All plans are established in consultation with the following organizations, as appropriate:
 - a) Nova Scotia Health Authority;
 - b) Local Emergency Measures Organization;
 - c) Office of the Fire Marshal, local fire departments, police departments; and
 - d) Emergency Health Services and other persons providing essential services.
7. The plans provide for situations where assistance from local fire departments, police departments, Emergency Health Services and other persons providing essential services may not be available.
8. Upon initial employment in a home and a minimum of annually thereafter, every staff member is instructed in and understands the contents of the All Hazards Plan, the Fire Safety Plan, the Business Continuity Plan and the Staff Call Back System Plan as applicable to their individual roles.
9. Residents are included in the education and training on the All Hazards Plan procedures and fire drills, as appropriate.

10. A written record for fire drills and exercises outlined above, that includes the date, time, location, staff attendance, response times, outcomes, areas for improvement, remedial actions and debriefing, is maintained by the licensee.
11. A list of emergency and non-emergency names, phone numbers and addresses is posted in an accessible place near a telephone in each home. The list should state, "In the event of an emergency, dial 911" and shall include the local fire department, police department, Emergency Management Office, ambulance services and physicians.

10.0 INFORMATION MANAGEMENT

10.1 Information System

Outcome: Effective information management systems support the provision of quality care through information production, performance measurement and evidence based decision-making.

The licensee shall ensure:

1. The home has an information management system that:
 - a) supports the principles of resident-centered design;
 - b) makes useful, relevant, quality information available to inform decision-making;
 - c) focuses on outcomes related to care provision and service delivery; and
 - d) ensures compliance with the *Personal Health Information Act (PHIA)* and the *Personal Information Protection Electronic Documents Act (PIPEDA)* as well as any other applicable legislation.
2. The Department of Health and Wellness and the Nova Scotia Health Authority are advised prior to implementing any new electronic information management system.

10.2 Resident Records

Outcome:

Resident records are accurate, complete, up to date, and maintained in a manner that maintains the confidentiality of the information and protects the privacy of the resident.

The licensee shall ensure:

1. Compliance with all applicable legislation, including but not limited to HSCA, PHIA, and PIPEDA.
2. Policies and procedures regarding resident records are developed and followed with respect to:
 - a) a multidisciplinary approach to documentation standards and first hand charting;
 - b) access, privacy, confidentiality; and
 - c) privacy breach and security.
3. Resident records are protected from unauthorized collection, use, disclosure, copying and modification.

4. Upon admission, residents and/or authorized designates are provided with information regarding how residents' health information will be collected and shared within the circle of care.
5. Resident records are only disclosed in accordance with the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Personal Health Information Act* (Nova Scotia), the *Personal Information Protection and Electronic Documents Act* (Canada), the *Homes for Special Care Act* (Nova Scotia), the *Protection for Persons in Care Act* (Nova Scotia) or any other applicable legislation.
6. For adult residents, there is a records retention schedule of 5 years minimum post discharge. Destruction of records must be done in a secure manner.
7. For residents under 18 years of age, there is a records retention schedule of 5 years minimum after the age of majority is reached. Destruction of records must be done in a secure manner.
8. Residents' financial records are maintained in a safe and secure manner, are separate from resident care records and are maintained in accordance with Canada Revenue Agency requirements.

11.0 HUMAN RESOURCES MANAGEMENT

11.1 Human Resources Practices

Outcome:

The staff complement supports the achievement of the outcomes in all program areas.

The licensee shall ensure:

1. The following policies and procedures are developed and followed:
 - a) recruitment, hiring and orientation of staff members;
 - b) employee and volunteer involvement in residents' personal affairs including:
 - acceptance of gifts from residents;
 - involvement in residents' financial affairs, including Enduring Power of Attorney, wills and estates; and
 - involvement in residents' non-financial affairs including personal directives and guardianship.
2. Pre-employment Vulnerable Sector Checks are completed for staff members, students and volunteers at the time of hire and are maintained on file.
3. A written human resources plan is developed and includes the anticipated human resources required to deliver consistent, quality services.
4. The allocation of staff members is appropriate in number and qualifications reflecting the needs of residents and the layout of the home; and government funded direct care hours are utilized as intended.
5. There is a current job description for each position which is reviewed a minimum of every four years and clearly defines the role, responsibilities and scope of the position. A copy of the current job description is provided to staff members.
6. The home provides a documented, timely orientation for all staff members, volunteers and contracted personnel. The orientation provides the necessary information to support residents in a safe manner and improve their quality of life.
7. An orientation checklist, indicating which orientation components have been completed by staff, is signed, dated and maintained in each staff member's personnel file.
8. Formalized performance management processes that evaluate staff members' performance annually, and more frequently as necessary, are in place.
9. Volunteers are supervised and supported in their roles and do not replace paid staff members.

10. Contracted personnel work under the policies and procedures of the licensee.

Additional Requirements for Nursing Homes

The licensee shall ensure:

11. The home is staffed in accordance with the staffing model as funded by the Department of Health and Wellness.

Additional Requirements for Residential Care Facilities

The licensee shall ensure:

12. The home is staffed in accordance with the allocated funding approved by the Department of Health and Wellness.

11.2 Staff Qualifications

Outcome: Staff members have an appropriate educational level and related experience to support program outcomes.

The licensee shall ensure:

1. Staff hired after March 31, 2016 in the following key positions meet the following minimum education and experience requirements: NOTE: Some positions may not apply to all homes.

Administrator	A minimum of a Baccalaureate degree in a field of study relevant to the operation of a nursing home and five years of relevant managerial experience. In nursing homes with less than 30 beds, where there is no Director of Resident Care, the Administrator will be an RN.
Director of Resident Care	Baccalaureate degree/diploma in nursing and current registration with the College of Registered Nurses of Nova Scotia and three years of relevant health care management experience.
Assistant Director of Care	Baccalaureate degree/diploma in nursing and current registration with the College of Registered Nurses of Nova Scotia and three years of relevant experience.
Business Manager	Bachelor of Business Administration or Commerce with concentration in accounting and three years of relevant experience. Equivalent combination of formal education and work experience may be considered.
Recreation Director	Degree in Recreation Therapy with certification in the field of Therapeutic Recreation from the National Council for Recreation Therapeutic Certification and current membership with either Nova Scotia Recreation Professionals in Health or Therapeutic Recreation Association Atlantic Canada. Equivalent combination of formal education and work experience may be considered.

Hospitality Manager	Diploma in an applicable field and two years of relevant experience.
Food Service Manager	Diploma in a food service related field and two years of relevant experience.
Registered Nurses (RN)	Current registration with the individual provincial licensing body.
Licensed Practical Nurse (LPN)	Current registration with the individual provincial licensing body.
Dietitian (PDt)	Current registration with the individual provincial licensing body.
Physiotherapist (PT)	Current registration with the individual provincial licensing body.
Occupational Therapist (OT)	Current registration with the individual provincial licensing body.
Social Worker (SW)	Current registration with the individual provincial licensing body.
Direct Care	As per DHW's Entry to Practice Policy

2. Minimum Education Requirements and Experience – Residential Care Facility

Administrator	A combination of education and experience necessary to achieve the required outcomes.
---------------	---

- Staff members individually and collectively have the skills and experience to deliver the services and care which the setting offers to provide.
- Verification of current licensure, certification, registration or other relevant credentials of staff members (as applicable). Proof of verification is maintained.

11.3 Mandatory Continuing Education

Outcome:

Staff and volunteers have the necessary knowledge, skills, and abilities and provide quality care and service.

The licensee shall ensure:

- Policies and procedures regarding the ongoing education of staff members are developed and followed. This includes mandatory education and training, which meets the specific needs of staff members, and training on the safe use of equipment.
- Ongoing education to meet the needs of the resident population is provided to staff members by qualified individuals.
- Staff members, and volunteers when appropriate, receive initial and on-going training as needed and are knowledgeable about the following:
 - the philosophy of care;
 - the model of care;
 - relevant legislation, requirements, standards, policies; and
 - leading practices.

4. Maintenance of annual attendance records for individual staff participation in education sessions, including the date of the sessions.

12.0 PHYSICAL SPACE

12.1 Environmental Services

Outcome: The well-being of residents, staff, volunteers and visitors is enhanced by the home's homelike physical environment, which is effectively and efficiently cleaned.

The licensee shall ensure:

1. Policies and procedures, including cleaning schedules and routines, are developed and followed to ensure a clean living environment.
2. Housekeeping schedules are flexible and are planned to accommodate the residents' routines, while maintaining a clean and safe environment.
3. Regularly scheduled environmental services audits are completed to ensure compliance with leading practices for environmental cleaning.
4. The following processes are developed and followed:
 - a) accommodating necessary housekeeping duties outside of regular environmental services hours, e.g. spills;
 - b) augmenting environmental cleaning & disinfection schedules during increased activity or outbreaks of infectious diseases; and
 - c) ensuring compliance with Workplace Hazardous Materials Information System (WHMIS) regulations. Current Material Safety Data Sheets for all applicable products used/stored in the home are maintained and are easily accessible to staff members.
5. Appropriate mechanisms are in place to effectively minimize unpleasant odours.
6. Hazardous products that may be harmful to residents are secured at all times and are not accessible to residents. They are stored and disposed of in accordance with established safety practices/manufacturers' recommendations.
7. Cleaning and disinfecting agents are mixed and used according to manufacturers' recommendations.
8. Cleaning and disinfectant products and other chemicals used in environmental cleaning are not used after their expiration date.

12.2 Condition of Home and Site

Outcome: The home and site are maintained through good stewardship and provide a comfortable, secure environment that optimizes resident quality of life and supports the delivery of safe, quality resident accommodation and care.

12.2.1 General Requirements:

The licensee shall ensure:

1. There is a preventive maintenance program for the home.
2. Site development and building alterations or change in use of space from that originally intended have the approval of the Department of Health and Wellness and other required authorities.
3. Repairs and alterations to the home are carried out in accordance with applicable CSA standards.
4. Decommissioned, redundant equipment and materials are properly removed and disposed.
5. Systems, furnishings and equipment are maintained in accordance with the requirements of the manufacturer and/or accepted industry standards, whichever is more stringent.
6. Furnishings selected for the home are made of materials that can be easily cleaned and disinfected.
7. Furniture for open concept living areas, which may include chairs, tables, other related furnishings and upholstered furniture meets all of the requirements of the Office of the Fire Marshal.
8. Root causes analyses of building and maintenance issues related to compromised functionality, including but not limited to, surface integrity and aesthetic integrity are identified, analyzed and corrected.

Additional Requirements for Nursing Homes

The licensee shall ensure:

9. Compliance with the Department of Health and Wellness' Nursing Home Maintenance Standard.

Additional Requirements for Homes Constructed in 2005 or Later

The licensee shall ensure:

10. Building systems and components perform to originally intended standards for control

of water (including vapour and condensation) and air movement.

12.2.2 Site Requirements:

The licensee shall ensure:

1. Developed areas of the site are finished with a mix of soft landscaping (lawns, ground cover, shrubs, trees or planting beds) and hard landscaping (pavement or pavers) and are maintained to a high standard.
2. Aesthetic, functional and surface integrity of the following are maintained:
 - a) hard surfaced areas such as, but not limited to, smooth, level walkways;
 - b) building envelope such as, but not limited to, roofs, windows, doors, gutters, coatings and sealants;
 - c) interior building components such as, but not limited to, partitions, ceilings, doors, casework, coatings and sealants;
 - d) exterior equipment, furniture and structures such as, but not limited to, tanks, fences, signage and transformers;
 - e) building systems, furnishings and equipment such as, but not limited to, plumbing, heating, ventilation, power, lighting, emergency power, fire alarm, voice and data in accordance with manufacturers' guidelines and/or requirements; and
 - f) all furnishings, equipment, exposed mechanical and electrical systems and components such as, but not limited to, fixtures, trim, devices, enclosures and fabrics.
3. Aesthetic integrity and health of lawn areas and plant materials are maintained.
4. Windows are restricted from opening more than 8 inches.
5. Exterior doors are free of obstacles such as snow and ice.
6. Service and access operational clearances required for maintenance are not compromised.

APPENDIX A

Required Policies

In accordance with section 7.1 of the Long Term Care Program Requirements: Nursing Homes and Long Term Care Facilities, licensees shall ensure that, at a minimum, the following policies and procedures are developed and followed. For ease of reference, the applicable section is provided.

Assessments (s. 6.1) Contracted Personnel

(s.11.1) Critical Incident Reporting (s.8.2)

Disclosure of Adverse Events (s. 8.2) Disclosure of
Wrongdoing (8.2)

Involvement in Residents' Personal Affairs (s.11.1) End of Life Care
(s. 6.7)

Environmental Services (s. 12.1) Ethics (s. 8.6)

Extremes of Internal Temperature (s.8.2) Family Council
(Nursing Homes only) (s. 7.3) Food Services (s. 6.5)

Infection, Prevention and Control (s. 8.4) Least Restraint
(Nursing Homes only) (s.8.3)

Management and Administration of Medications and Treatments (s. 8.5) Management of Resident
Funds (s. 7.1)

Management and Staff Committee (s. 7.4) Ongoing
Education of Staff (s. 11.3) Privacy and Confidentiality
(s. 5.1) Protection of Residents from Abuse (s. 8.3)

Quality Improvement (s. 8.1)

Receiving, Investigating and Resolving Complaints (s. 7.1) Recreational
Programming (s. 6.7)

Recruitment, Hiring and Orientation (s. 11.1) Resident
Care (s. 6.3)

Resident Council (s. 7.2) Resident

Records (s. 10.2) Risk Management
(s.8.2) Safety Alerts (s.8.2)

Safer Needles in the Workplace (8.2) Smoking
(8.2)

Water Temperature Monitoring (s. 8.2) Wound
Management Policy (s. 8.2)