

RESIDENT INFORMATION PACKAGE

1.0 OUR MISSION STATEMENT

The mission of Pine Meadow Nursing Home (the "Home") is providing health and social services to enhance quality of life.

This mission is achieved through the cooperative efforts of the Nursing Home staff and volunteers, with the support of Pine Meadow's Management Committee, and the Land O' Lakes Community Services Board of Directors.

Vision Statement

We are dedicated to providing a unique and loving home for those who are in need of specialized care. We recognize and nurture the essence and integrity of the individual, striving to be on the leading edge of the evolving needs of those we care for.

We are committed to continuous quality improvements focused on providing quality care, empowerment, and education to provide an enriched quality of life for our residents.

Pine Meadow's Values

We believe that every resident has the right to:

- Practice all responsibilities and rights of citizens;
- Pursue social, cultural and religious activities;
- Participate in all areas of interest;
- Form friendships and relationships; and
- Be treated with courtesy, dignity and respect.

2.0 INFORMATION ABOUT THE LICENSEE

A licence to operate the Home has been issued pursuant to the *Long-Term Care Homes Act*, 2007 to the following licensee: Land O' Lakes Community Services 613 336 8934.

3.0 RESIDENTS' BILL OF RIGHTS

Every licensee of a long-term care home shall ensure that the following rights of residents are fully respected and promoted:

Right to be treated with respect

Every resident has the right to be treated with courtesy and respect and in a way
that fully recognizes the resident's inherent dignity, worth and individuality,
regardless of their race, ancestry, place of origin, colour, ethnic origin, citizenship,
creed, sex, sexual orientation, gender identity, gender expression, age, marital
status, family status or disability.



- 2. Every resident has the right to have their lifestyle and choices respected.
- 3. Every resident has the right to have their participation in decision-making respected.

Right to freedom from abuse and neglect

- 4. Every resident has the right to freedom from abuse.
- 5. Every resident has the right to freedom from neglect by the licensee and staff.

Right to an Optimal Quality of Life

- 6. Every resident has the right to communicate in confidence, receive visitors of their choice and consult in private with any person without interference.
- 7. Every resident has the right to form friendships and relationships and to participate in the life of the long-term care home.
- 8. Every resident has the right to share a room with another resident according to their mutual wishes, if appropriate accommodation is available.
- 9. Every resident has the right to meet privately with their spouse or another person in a room that assures privacy.
- 10. Every resident has the right to pursue social, cultural, religious, spiritual and other interests, to develop their potential and to be given reasonable assistance by the licensee to pursue these interests and to develop their potential.
- 11. Every resident has the right to live in a safe and clean environment.
- 12. Every resident has the right to be given access to protected outdoor areas in order to enjoy outdoor activity unless the physical setting makes this impossible.
- 13. Every resident has the right to keep and display personal possessions, pictures and furnishings in their room subject to safety requirements and the rights of other residents.
- 14. Every resident has the right to manage their own financial affairs unless the resident lacks the legal capacity to do so.
- 15. Every resident has the right to exercise the rights of a citizen.

Right to quality care and self-determination

- 16. Every resident has the right to proper accommodation, nutrition, care and services consistent with their needs.
- 17. Every resident has the right to be told both who is responsible for and who is providing the resident's direct care.
- 18. Every resident has the right to be afforded privacy in treatment and in caring for their personal needs.
- 19. Every resident has the right to,
 - participate fully in the development, implementation, review and revision of their plan of care,
 - ii. give or refuse consent to any treatment, care or services for which their consent is required by law and to be informed of the consequences of giving or refusing consent,



- iii. participate fully in making any decision concerning any aspect of their care, including any decision concerning their admission, discharge or transfer to or from a long-term care home and to obtain an independent opinion with regard to any of those matters, and
- iv. have their personal health information within the meaning of the *Personal Health Information Protection Act, 2004* kept confidential in accordance with that Act, and to have access to their records of personal health information, including their plan of care, in accordance with that Act.
- 20. Every resident has a right to ongoing and safe support from their caregivers to support their physical, mental, social and emotional wellbeing and their quality of life and to assistance in contacting a caregiver or other person to support their needs.
- 21. Every resident has the right to have any friend, family member, caregiver or other person of importance to the resident attend any meeting with the licensee or the staff of the home.
- 22. Every resident has the right to designate a person to receive information concerning any transfer or any hospitalization of the resident and to have that person receive that information immediately.
- 23. Every resident has the right to receive care and assistance towards independence based on a restorative care philosophy to maximize independence to the greatest extent possible.
- 24. Every resident has the right not to be restrained, except in the limited circumstances provided for under this Act and subject to the requirements provided for under this Act.

Note: On a day to be named by proclamation of the Lieutenant Governor, paragraph 24 of subsection 3 (1) of the Act is amended by striking out "restrained" and substituting "restrained or confined". (See: 2021, c. 39, Sched. 1, s. 203 (3))

- 25. Every resident has the right to be provided with care and services based on a palliative care philosophy.
- 26. Every resident who is dying or who is very ill has the right to have family and friends present 24 hours per day.

Right to be informed, participate, and make a complaint

- 27. Every resident has the right to be informed in writing of any law, rule or policy affecting services provided to the resident and of the procedures for initiating complaints.
- 28. Every resident has the right to participate in the Residents' Council.
- 29. Every resident has the right to raise concerns or recommend changes in policies and services on behalf of themself or others to the following persons and organizations without interference and without fear of coercion, discrimination or reprisal, whether directed at the resident or anyone else:



- i. the Residents' Council.
- ii. the Family Council.
- iii. the licensee, and, if the licensee is a corporation, the directors and officers of the corporation, and, in the case of a home approved under Part IX, a member of the committee of management for the home under section 135 or of the board of management for the home under section 128 or 132.
- iv. staff members
- v. government officials.
- vi. any other person inside or outside the long-term care home.

4.0 ZERO TOLERANCE POLICY ON ABUSE & NEGLECT

Our Home has a zero tolerance policy of abuse and neglect of residents. Incidents of abuse and neglect of residents will not be tolerated in your home. Pine Meadow has written policies for incidents of abuse and neglect in accordance with the Long-Term Care Homes Act, 2007. A copy of our written policies can be obtained by contacting the Director of Care.

Definitions

Abuse in relation to a resident means physical, sexual, emotional, verbal or financial abuse, as defined below. Neglect means the failure to provide a resident with the treatment, care, services or assistance required for health, safety or well-being, and includes inaction or a pattern of inaction that jeopardizes the health, safety or well-being of one or more residents.

"Physical abuse" means: (i) the use of physical force by anyone other than a resident that causes physical injury or pain; (ii) administering or withholding a drug for an inappropriate purpose; or (iii) the use of physical force by a resident that causes physical injury to another resident. Physical abuse does not include the use of force that is appropriate to the provision of care or assisting a resident with activities of daily living, unless the force used is excessive in the circumstances.

"Sexual abuse" means: (i) any consensual or non-consensual touching, behaviour or remarks of a sexual nature or sexual exploitation that is directed towards a resident by a licensee or staff member; or (ii) any non-consensual touching, behaviour or remarks of a sexual nature or sexual exploitation directed towards a resident by a person other than a licensee or staff member. Sexual abuse does not include: (i) touching, behaviour or remarks of a clinical nature that are appropriate to the provision of care or assisting a resident with activities of daily living; or (ii) consensual touching, behaviour or remarks of a sexual nature between a resident and a licensee or staff member that is in the course of a sexual relationship that began before the resident was admitted to the long-term care home or before the licensee or staff member became a licensee or staff member.



"Emotional abuse" means: (i) any threatening, insulting, intimidating or humiliating gestures, actions, behaviour or remarks, including imposed social isolation, shunning, ignoring, lack of acknowledgement or infantilization that are performed by anyone other than a resident, or (ii) any threatening or intimidating gestures, actions, behaviour or remarks by a resident that causes alarm or fear to another resident where the resident performing the gestures, actions, behaviour or remarks understands and appreciates their consequences.

"Verbal abuse" means: (i) any form of verbal communication of a threatening or intimidating nature or any form of verbal communication of a belittling or degrading nature which diminishes a resident's sense of well-being, dignity or self-worth, that is made by anyone other than a resident, or (ii) any form of verbal communication of a threatening or intimidating nature made by a resident that leads another resident to fear for his or her safety where the resident making the communication understands and appreciates its consequences.

"Financial abuse" means any misappropriation or misuse of a resident's money or property.

Mandatory Reporting

A person who has reasonable grounds to suspect that any of the following has occurred or may occur must immediately report that suspicion and the information upon which the suspicion is based to the Director appointed by the Minister of Health and Long-Term Care:

- a. Improper or incompetent treatment or care of a resident that resulted in harm or a risk of harm to the resident;
- b. Abuse of a resident by anyone, or neglect of a resident by the Home or its staff, that resulted in harm or a risk of harm to the resident;
- c. Unlawful conduct that resulted in harm or a risk of harm to a resident;
- d. Misuse or misappropriation of a resident's money; or
- e. Misuse or misappropriation of funding provided to the Home under the *Long-Term Care Homes Act, 2007.*

Whistle-Blowing Protection

The Long-Term Care Homes Act, 2007 and Extendicare Assist policy offers protection against retaliation to any person who discloses information to an inspector or to the Director of the Ministry of Health and Long-Term Care, or who gives evidence in legal proceedings. This protection is known as the "whistle-blowing" protection.

Specifically, the whistle-blowing protection requires that the Home (or the Licensee) and its staff will not retaliate against any person, whether by action or omission, or threaten to do so because anything has been disclosed to an inspector or to the Director. This includes, but is not limited to, disclosure of: (i) improper or incompetent



treatment or care of a resident that resulted in harm or a risk of harm to the resident; (ii) abuse of a resident by anyone or neglect of a resident by the Home or its staff that resulted in harm or a risk of harm to the resident; (iii) unlawful conduct that resulted in harm or a risk of harm to a resident; (iv) misuse or misappropriation of a resident's money; (v) misuse or misappropriation of government funding provided to the Home; (vi) a breach of a requirement under the *Long-Term Care Homes Act, 2007*; or (vii) any other matter concerning the care of a resident or the operation of the Home that the person advising believes ought to be reported to the Director.

In addition, no person will encounter retaliation because evidence has been or may be given in a proceeding, including a proceeding in respect of the *Long-Term Care Homes Act*, 2007 or its regulations, or in an inquest under the *Coroners Act*.

The Home (or Licensee) or its staff will not do anything that discourages, is aimed at discouraging or that has the effect of discouraging a person from doing anything mentioned above. Nor will the Home (or Licensee) or its staff do anything to encourage a person to fail to do anything mentioned above.

For the purposes of the whistle-blowing protection, "retaliation" includes, but is not limited to, disciplining or dismissing a staff member, imposing a penalty upon any person, or intimidating, coercing or harassing any person. A resident shall not be discharged from the Home, threatened with discharge, or in any way be subjected to discriminatory treatment (e.g. any change or discontinuation of any service to or care of a resident or the threat of any such change or discontinuation) because of anything mentioned above, even if the resident or another person acted maliciously or in bad faith. Further, no family member of a resident, substitute decision-maker of a resident, or person of importance to a resident shall be threatened with the possibility of any of those being done to the resident.

5.0 INTERNAL COMPLAINTS PROCEDURE

The Home will ensure that every written and verbal complaint made to it, the Licensee or a staff member concerning the care of a resident or the operation of the Home will be dealt with as follows:

- 1. The complaint shall be investigated and resolved where possible, and a response that complies with paragraph 3 (below) provided within ten (10) business days of the receipt of the complaint, and where the complaint alleges harm or risk of harm to one or more resident, the investigation shall be commenced immediately.
- 2. For those complaints that cannot be investigated and resolved with ten (10) business days, an acknowledgement of receipt of the complaint shall be provided within ten (10) business days of receipt of the complaint including the date by which the complainant can reasonably expect a resolution and a follow-up response that



complies with paragraph 3(below) shall be provided as soon as possible in the circumstances.

- 3. A response shall be made to the person who made the complaint, indicating,
 - a. what the licensee has done to resolve the complaint; or
 - that the licensee believes the complaint to be unfounded and the reasons for the belief.
- 4. The licensee shall ensure that a documented record is kept in the home that includes:
 - a. the nature of each verbal or written complaint;
 - b. the date the complaint was received;
 - c. the type of action taken to resolve the complaint, including the date of the action, time frames for actions to be taken and any follow-up action required;
 - d. the final resolution, if any;
 - e. every date on which any response was provided to the complainant and a description of the response; and
 - f. any response made in turn by the complainant.
- 5. The licensee shall ensure that:
 - a. the documented record is reviewed and analyzed for trends at least quarterly;
 - b. the results of the review and analysis are taken into account in determining what improvements are required in the home; and
 - c. a written record is kept of each review and of the improvements made in response.
- 6. Paragraphs 4 and 5 above do not apply with respect to verbal complaints that the licensee is able to resolve within 24 hours of the complaint being received.

6.0 COMPLAINTS TO THE DIRECTOR

When you have a concern

Your care at Pine Meadow will be planned with you and your family. There may be times when problems arise or you have concerns. We ask that you give us the opportunity to address these concerns by meeting with us promptly, so that any issues can be resolved. It is our philosophy to work with you and your family to provide the best care possible, we ask that we be given the first opportunity to try and resolve the problem or concern. If you still have concerns, you can contact the Ministry of Health and Long Term Care. You can do this in one of two ways:

- 1. Call the Ministry of Health and Long-Term Care's toll free Long Term Care ACTION Line at **1-866-434-0144** (7days a week from 8:30 am 7 pm); or
- 2. Send a written letter, by mail, to the Director at the Ministry of Health and Long-Term Care at the following address:

Director, Performance Improvement and Compliance Branch Ministry of Health and Long-Term Care

1075 Bay Street, 11th Floor Toronto ON M5S 2B1



7.0 POLICY ON MINIMIZING OF RESTRAINING

The Home has a written policy to minimize the restraining of residents and to ensure that any restraining that is necessary is done in accordance with the *Long-Term Care Homes Act*, 2007. A pamphlet entitles "Minimizing Restraint Use" is included in your welcome package or a copy of our written policy on minimizing restraints of residents can be obtained by contacting the Director of Care.

8.0 RESIDENT CHARGES

The Home will not charge a fee to a resident for anything, except in accordance with the following:

- 1. For basic accommodation, a resident shall not be charged more than the amount provided for in the Regulation under the *Long-Term Care Home Act, 2007* for the accommodation provided.
- For preferred accommodation, a resident shall not be charged more than can be charged for basic accommodation, unless the preferred accommodation was provided under an agreement, in which case the resident shall not be charged more than the amount provided for in the Regulation under the *Long-Term Care Home Act*, 2007 for the accommodation provided.
- 3. For anything other than accommodation, a resident shall be charged only if it was provided under an agreement and shall not be charged more than the amount provided for in the Regulation under the *Long-Term Care Home Act*, 2007, or if no amount is provided for, more than a reasonable amount.
- 4. A resident shall not be charged for anything for which the Regulation under the *Long-Term Care Home Act, 2007* provide is not to be charged. The following charges are prohibited by the Regulation:
 - a. charges for goods and services that the Home is required to provide to a resident using funding that the Home receives from a local health integration network (including goods and services funded by a local health integration network under a service accountability agreement), or the Minister of Health and Long-Term Care;
 - b. charges for goods and services paid for by the Government of Canada, the Government of Ontario, including a local health integration network, or a municipal government in Ontario;
 - c. charges for goods and services that the Home is required to provide to residents under any agreement between the Home and the Ministry or between the Home and a local health integration network;
 - d. charges for goods and services provided without the resident's consent;
 - e. charges, other than the accommodation charge that every resident is required to pay, to hold a bed for a resident during a medical absence, psychiatric absence, casual absence and vacation absence, or during the period permitted



for a resident to move into the Home once the placement co-ordinator has authorized admission to the Home;

- f. charges for basic or preferred accommodation for residents in the short-stay convalescent care program;
- g. transaction fees for deposits to and withdrawals from a trust account required to be established and maintained by the Home, or for anything else related to a trust account; and
- h. charges for anything the Home must ensure is provided to a resident pursuant to the Regulation under the *Long-Term Care Home Act, 2007*, unless a charge is expressly permitted.

9.0 MAXIMUM CHARGES FOR ACCOMMODATION

Accommodation charges are set by the Ministry of Health and Long Term Care. As a "new" facility, those rates apply for semi private and private accommodations. The maximum basic accommodation rate is charged for all basic beds unless a rate reduction application is made. We can help you with this application. Please see the office staff for the most current rates for all types of accommodations.

During a medical absence, psychiatric absence, casual absence and vacation absence, a resident continues to be responsible for the payment of the maximum amounts that may be charged by the Home to the resident for the same class of accommodation that was provided to the resident immediately before the absence.

Even if the Home does not have an agreement with the resident, the resident is responsible for the payment of amounts charged by the Home for basic accommodation calculated in accordance with the *Long-Term Care Homes Act*, 2007.

10.0 AVAILABLE REDUCTIONS

Where a long-stay resident of a long-term care home has accessed all sources of income to maximize his or her annual net income, the resident may apply to the Director for a reduced amount payable by the resident for basic accommodation.

The Home's Administrator can provide a rate reduction application form to residents to complete. The application must be in a form and manner acceptable to the Director, must include any supporting documentation required by the Director, and must include the Notice of Assessment issued under the *Income Tax Act (Canada)* for the resident's most recent taxation year. Upon the request of a resident, the Home will provide assistance in completing the application.



11.0 INFORMATION ABOUT FUNDING

Accommodation charges cover the cost of room, meals, laundry and housekeeping services, 24 hour nursing care and resident activities as occur on the monthly calendars.

12.0 GOODS & SERVICES AVAILABLE FOR PURCHASE

The following is a list of goods and services available to residents for purchase at the Home for an extra charge payable by the resident:

- Hairdressing: see posted list.
- Footcare: \$22.00 per time (approximately every 6 weeks).
- Escort Services (PSW assistance to external appointments) at an additional cost of their hourly wage.

Residents are not required to purchase care, services, programs or goods from the Home and may purchase such things from other providers. However, the purchase of a drug supply for a resident is subject to any restrictions by the Licensee under the Regulation to the *Long-Term Care Homes Act*, 2007.

13.0 TRUST ACCOUNTS

Residents have the ability to have monies deposited into a non-interest bearing trust account. The Home has established and will maintain a non-interest bearing trust account at a financial institution in which it shall deposit all money entrusted to it on behalf of a resident. At no time will the Home hold more than \$5,000.00 in the trust account for any resident at any time.

The Home will keep petty cash trust money, composed of money withdrawn from the trust account, which is sufficient to meet the daily cash needs of the residents who have money deposited in the trust account on their behalf.

A resident, or a person acting on behalf of a resident, may pay the Home for accommodation and other charges with money from the trust account upon providing the Home with a written authorization.

The Home has written policies and procedures for the management of resident trust accounts and the petty cash trust money. The written policies and procedures are available to every resident and person acting on behalf of a resident who asks to have money deposited into a trust account.

14.0 NON-ARM'S LENGTH RELATIONSHIPS

A licensee may not exercise an option to extend or renew an agreement for a nonarm's length transaction unless the supplier has demonstrated economy, efficiency and effectiveness for the money.



15.0 ATTENDING PHYSICIANS AND RNs (EXTENDED CLASS)

A resident or the resident's substitute decision-maker may retain a physician or registered nurse in the extended class to perform the following services:

- a. a physical examination of the resident upon admission and an annual physical examination thereafter, and to produce a written report of the findings of the examination;
- b. attend regularly at the Home to provide services, including assessments; and
- c. participate in the provision of after-hours coverage and on-call coverage.

16.0 RESIDENTS' COUNCIL

A Residents' Council has been established in the Home. Only residents of the Home may become members of the Residents' Council. Meetings are held bi-monthly and the minutes are posted on the Activity boards on each wing. If you would like additional information about the Residents' Council and its role, you may contact the Resident Program Manager.

17.0 FAMILY COUNCIL

An active Family Council has been established in the Home. All family and friends are invited to become involved. For more information, please look at the Family Council information board in the front lobby.

I ACKNOWLEDGE THAT THIS INFORMATION PACKAGE WAS GIVEN TO ME AT THE TIME THAT THE RESIDENT WAS ADMITTED INTO THE HOME.

Date	
Print Name	Signature of Resident or Power of Attorney for Property/Guardian/Trustee