

RESIDENT ACCOMMODATION AGREEMENT

The start date of this agreement is _____, _____.

The agreement is between two parties:

**The Regional Municipality of Peel
(the "Home")**

AND

(the "Resident")

Background

1. This agreement relates to accommodation in a long-term care home.
2. The purpose of this agreement is to ensure the Resident understands his or her obligation to pay for accommodation in the Home. The Resident should also understand the Home's obligations with respect to accommodation. More information relating to accommodation is in the Home's package of information for residents ("Resident and Family Guide").

3. *The Long-Term Care Homes Act, 2007* (the "LTCHA") sets out requirements for agreements (such as this one) that relate to accommodation in homes. The LTCHA also sets out additional requirements that apply to accommodation in a home.

THE RESIDENT AND HOME AGREE AS FOLLOWS:

1. The Resident's Obligation to Pay Accommodation Fees

- 1.1 The Home has different classes of accommodation that have different rates. The Ministry of Health and Long-Term Care (the "Ministry") sets these rates. The LTCHA requires residents to pay homes the rate that is set for his or her class of accommodation.
- 1.2 Schedule A forms part of this agreement and sets out the class of accommodation the Resident will receive in the Home and the rate set for that accommodation. This agreement will refer to the applicable rate as the "Accommodation Fee". The Accommodation Fee will change from time to time. (See Section 2 below with respect to changes in Accommodation Fees.)
- 1.3 The Resident agrees to pay the Home the Accommodation Fee. Accommodation Fees are payable monthly by the due date set by the Home via a pre-authorized payment method.
- 1.4 Where the Resident no longer resides in the Home, all

Accommodation Fees up to the Resident's last day in the Home, including overdue amounts, become due.

- 1.5 Where applicable, failure of the Resident to pay the preferred accommodation rate may result in his or her transfer to basic accommodation.

2. Changes to Accommodation Fees

The Ministry adjusts accommodation rates from time to time. These adjustments will result in changes to the Accommodation Fees. The Home will provide the Resident with thirty (30) days written notice in advance of any increase in Accommodation Fees. The notice will indicate the amount of the increase and the current Accommodation Fees that the Resident must pay under this agreement. Where there is a rate adjustment, the Home will attach a new Schedule A to this agreement that sets out the current Accommodation Fees that the Resident must pay to the Home under this agreement.

3. Changes to class of accommodation

Where the Resident changes from one class of accommodation to another, the Home will attach a new Schedule A to this agreement to reflect the change. The Resident's obligation to pay all accommodation fees that applied to his or her previous class of accommodation remain in effect, despite any change to Schedule A.

4. Accommodation Fees and moving into the Home

- 4.1 Regulations under the LTCHA require the Resident to agree to move into the Home before noon of the fifth day following the day on which the Resident receives notice that accommodation is available in the Home (unless the Home agrees to a later time on the fifth day). The Resident must pay the Home Accommodation Fees for each of the five days, whether or not the Resident moves into the Home.
- 4.2 If the Resident moves into the Home on the day he or she receives notice that accommodation is available in the Home, the Resident must pay the Home the Accommodation Fees for that day.

5. Accommodation Fees and discharge

The Resident must pay Accommodation Fees for the day of discharge. The Resident is not responsible for Accommodation Fees for the day of discharge in the following situations: (a) another long-term care home admits the Resident on the day of discharge, or (b) the Resident is in the short stay program in the Home.

6. Accommodation Fees during an Absence

A Resident who is absent from the Home must continue to pay Accommodation Fees for each day of his or her absence. The term "absence" includes a casual or vacation absence, and also an absence for medical or psychiatric care or assessment.

7. Interest on Overdue Amounts

- 7.1 The Home may charge a reasonable amount of interest for missed, incomplete or late payments. The current rate of interest on overdue accounts is set out in Schedule A. The Home will include the current rate of interest in the written notice that it sends the Resident with regard to changes in Accommodation Fees. (See Section 2 above with respect to changes in Accommodation Fees.)
- 7.2 The Home cannot charge interest to a resident who has applied for a rate reduction until the Ministry approves the maximum amount that the Home may charge that resident for accommodation.

8. Rate Reduction for Basic Accommodation

If the Resident is in basic accommodation, he or she may request the Ministry for a reduction in the amount he or she pays for accommodation in the Home. The Home's Resident and Family Guide explains the process for applying for rate reductions.

9. Monthly Statement

The Home will provide the Resident a monthly statement (by item) of his or her charges and withdrawals within thirty (30) days after the end of each month.

10. Quarterly Statement

The Home will provide the Resident with a quarterly statement (by item and specific to the Resident's

trust account) of his or her deposits, withdrawals and the balance of the Resident's funds as of the date of the statement.

11. Goods and Services Included with Accommodation

The Home must provide certain goods and services without charge under basic or preferred accommodation. Information about these goods and services is set out in Appendix A attached to this agreement. The Home's Resident and Family Guide also contains this information.

12. Resident Personal Belongings

The Home is not responsible for Resident's personal belongings or valuables. Further information is explained in the Resident and Family Guide.

13. Personal Health Information

The Home follows all applicable privacy legislation, in particular the Personal Health Information and Protection Act, 2004 ("PHIPA"). In circumstances where the health or safety of the Resident are/could be affected, the Home may disclose, where necessary, personal health information of the Resident and the Resident consents to such disclosures.

SIGNATURES

The Resident's signature shows that he or she has read the agreement and understands it, and agrees to the terms set out in it.

The parties signed two copies of this agreement on

_____.

Resident (*Signature*)

Resident or *Power of Attorney
for Property/Substitute Decision-
Maker/Guardian/Trustee

Witness (*Signature*)

Resident (*Print Name*)

Resident or *Power of Attorney
for Property/Substitute Decision-
Maker/Guardian/Trustee

Witness (*Print Name*)

**The Regional Municipality
of Peel**

Per: _____

Name: Rejane Jones

Title: Administrator, Tall Pines

***Copy of Original Power of Attorney for Property
document attached.**

SCHEDULE A

1. Types of accommodation may include:

(1) Basic (2) Preferred, Semi-Private (3) Preferred, Private.

2. The class of accommodation the Resident selected and will occupy:

BASIC

3. The Resident's daily and monthly accommodation fees:

*Co-payment daily amount (based on long stay):

\$55.04

*Co-payment monthly amount (based on 30 days):

\$1,674.14

*If your income is not sufficient to pay for the basic accommodation rate, there is a subsidy available to reduce your accommodation rate. Subsidies are only available for basic accommodation.

Your subsidized co-payment daily amount
(based on long stay), if applicable: \$_____

Your subsidized co-payment monthly amount
(based on 30 days), if applicable: \$_____

4. The current interest rate set by the Home for missed, incomplete or late payments is 0%.

Effective Date: _____, _____.

APPENDIX A

Goods and Services included with Accommodation

The following list provides information about the goods and services included in basic or preferred accommodation:

1. Nursing and personal care on a 24-hour basis, the administration of medications, and assistance with activities of daily living (excluding during a leave of absence)
2. Medical care and restorative care as available in the home
3. Certain medical supplies and nursing equipment that are necessary for the care of the resident
4. Supplies and equipment for personal hygiene and grooming
5. Certain equipment for the short-term use of the resident
6. Meal service, hydration and meals (three meals daily, snacks between meals and at bedtime), special and therapeutic diets, dietary supplements and devices enabling residents to eat with minimum assistance
7. Social, recreational, spiritual and physical activities and programs

8. Laundry, including labelling
9. Bedroom furnishings, bedding and linen
10. Cleaning and upkeep of accommodations
11. Maintenance of a trust account on the resident's behalf
12. Resident and Family Guide
13. Prescription pharmaceutical preparations listed in the Ontario Drug Benefit Formulary (the government requires residents to pay a small co-payment)
14. Special preparations or medical devices that may be obtained from the Ontario Drug Benefit Program as interim non-formulary benefits
15. Insured devices, equipment, supplies and services that are available to the resident through certain programs, such as the Ontario Assistive Devices Program (where eligible, the government covers part of this cost and residents must pay the rest)
16. Non-prescription drugs, medication and treatment products, and supplies obtained through Ontario Government Pharmaceutical and Medical Supply Services upon request

Note: The Resident (or Power of Attorney for Property/ Substitute Decision-Maker/ Guardian/ Trustee on behalf of the Resident) may purchase additional goods and services from the Home under a separate agreement.

SCHEDULE A

1. Types of accommodation may include:

(1) Basic (2) Preferred, Semi-Private (3) Preferred, Private.

2. The class of accommodation the Resident selected and will occupy:

PREFERRED, SEMI-PRIVATE

3. The Resident's daily and monthly accommodation fees:

Co-payment daily amount (based on long stay):

\$64.04

Co-payment monthly amount (based on 30 days):

\$1,947.89

4. The current interest rate set by the Home for missed, incomplete or late payments is 0%.

Effective Date: _____, _____.

SCHEDULE A

1. Types of accommodation may include:

(1) Basic (2) Preferred, Semi-Private (3) Preferred, Private.

2. The class of accommodation the Resident selected and will occupy:

PREFERRED, PRIVATE

3. The Resident's daily and monthly accommodation fees:

Co-payment daily amount (based on long stay):

\$74.79

Co-payment monthly amount (based on 30 days):

\$2,274.86

4. The current interest rate set by the Home for missed, incomplete or late payments is 0%.

Effective Date: _____, _____.