



LEAMINGTON

Mennonite Home

Long Term Care

**ACCOMMODATION
AGREEMENT**

Residents first – through faith-based commitment, compassion, and community.

**Leamington Mennonite Home
Long Term Care
ACCOMMODATION AGREEMENT**

The start date of this agreement is _____.

The agreement is between two parties:

The Leamington Mennonite Home (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/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.
3. *The Fixing Long-Term Care Homes Act, 2021* (the Act) sets out requirements for agreements (such as this one) that relate to accommodation in homes. The Act 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 Act requires residents to pay homes the rate that is set for his/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 to 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.
- 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.

2 Changes to Accommodation Fees

- 2.1 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

- 3.1 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/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 Act 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

- 5.1 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 and Absence

- 6.1 A Resident who is absent from the Home must continue to pay Accommodation Fees for each day of his/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 interest rate may change from time to time.
- 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

- 8.1 If the Resident is in basic accommodation, he or she may request the Ministry for a reduction in the amount he/she pays for accommodation in the Home. The Home's package of information for residents explains the process for applying for rate reductions.

9 Monthly Statement

- 9.1 The Home will provide the Resident with a monthly statement (by item) of his/her charges within thirty days after the end of each month.

10 Goods and Services Included with Accommodation

10.1 Certain goods and services are included with basic or preferred accommodation. Information about these goods and services is set out in the Home’s package of information for residents.

SIGNATURES

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

The parties signed two copies of this agreement on _____ .

**RESIDENT/POWER OF ATTORNEY FOR
PROPERTY/GUARDIAN/TRUSTEE**

LMH REPRESENTATIVE

Name: _____

Name: _____

Signature: _____

Signature: _____

**Leamington Mennonite Home
Long Term Care
ACCOMMODATION AGREEMENT APPENDIX**

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
- 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 Information package for residents
- 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 (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/Guardian/Trustee on behalf of the Resident) may purchase additional goods and services from the Home under a separate agreement.

**LEAMINGTON MENNONITE HOME
LONG TERM CARE
ACCOMMODATION AGREEMENT
SCHEDULE A**

1. Accommodation available in the Home:

_____ **Private** _____ **Basic**

2. The Resident selected to occupy:

_____ **Private** _____ **Basic**

3. The Resident's accommodation fees: (effective July 1, 2023)

Basic Accommodation: \$45.91 to \$65.32/day
\$1,396 to \$1,986.82/month

(A rate reduction will be completed upon request to determine basic rate)


Private Accommodation: \$93.32/day
\$2,838.49/month

4. Interest Rate for Late Payment:

5% per 30 Day Late or Missed Payment.

Leamington Mennonite Home
Long Term Care

POLICY AND PROCEDURE

CATEGORY: Administration	SUBJECT: Trust Accounts	SECTION: T POLICY: 2
DATE: January 2014	Administrator's Signature: 	
REVISION DATES: May 2016, July 2020, January 2023		

TRUST ACCOUNTS (RESIDENTS)

POLICY:

The Leamington Mennonite Home provides a banking system for residents ensuring that their funds are secure and available for them to have spending money available.

A separate no-interest bearing fund has been established with all activity relating to resident trust accounts being recorded. Individual resident cash balances cannot exceed \$5,000. This service is offered by Leamington Mennonite Home without fee to the resident.

The Leamington Mennonite Home tracks resident activity by individual trust account through a trust software. A monthly itemized statement is available upon request. In addition, copies of account activity can be issued anytime upon request. A reconciliation of the trust account is completed and balanced with the individual trust accounts every day that a transaction occurs.

PROCEDURE:

- Trust banking days are Monday-Friday of every week except for Statutory Holidays. Banking hours are from 8:00am to 4:00pm. The trust box is in the Front Office of the LTC Home.
- Funds are withdrawn from the account as cash.
- For cash withdrawals during banking hours, the resident/POA for Finances signs the record of withdrawal. The record shows the amount of withdrawal and the balance remaining in the account.
- A receipt is provided if requested.
- Any money given to the resident is counted before it is handed to them.
- Funds are added to this account by a cash deposit from the resident/POA for Finances.
- Any funds given to the office directly by the resident/Finance POA are recorded in the same way as for a withdrawal. The record shows the amount of the deposit and the balance remaining in his/her account.
- Upon death or discharge of a resident, money will be withdrawn from the trust system by the Admin. Staff and forwarded along with the resident trust card to the Chief Financial Officer. The CFO will enter the cash as a payment to the resident account for refund of the total balance back to family when the resident account is finalized.