

**LONG TERM CARE CENTRE
RESIDENT ADMISSION AGREEMENT**

THIS AGREEMENT made this ____XX____ day of ____XXXXX____, 2010

BETWEEN:

**THE REGIONAL MUNICIPALITY OF PEEL
("Region")**

and

**[NAME OF RESIDENT]
("Resident")**

**[NAME OF GUARANTOR]
("Guarantor")**

RECITALS:

WHEREAS the Resident has made application for admission to XXXXX LONG TERM CARE CENTRE operated by the Region;

AND WHEREAS the Region, having reviewed the application, has found that the Resident meets the requirements for admission pursuant to the Acts;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

1. DEFINITIONS

In this Agreement and in the recitals and schedules hereto, the following words, terms and expressions shall have the following meanings:

- (a) "Acts" means the *Homes for the Aged and Rest Homes Act*, R.S.O. 1990, c. H.13, the *Charitable Institutions Act*, R.S.O. 1990, c. C.9, and the *Nursing Homes Act* R.S.O. 1990, c. N.7 and regulations, as amended from time to time;
- (b) "Administrator" means the person appointed as the administrator for the Centre who has overall responsibility and authority for its day-to-day operation;
- (c) "Basic Accommodation" means lodging in a standard room, housekeeping services, maintenance and use of the centre, dietary services, laundry and linen services, administrative services and raw food;
- (d) "Basic Services" means basic care, programs and services which are provided to the Resident at no additional cost;
- (e) "Centre" means a home for the aged, a nursing home or a charitable institution established pursuant to the Acts and operated and maintained by the Region;
- (f) "Other Services" means other services and supplies which may be available to the Resident if he or she agrees to receive such services, but for which a charge is levied;
- (g) "Preferred Accommodation" means private accommodation or semi-private accommodation in the Centre;
- (h) "Resident" means a person admitted to and residing in ; and
- (i) "Substitute Decision-Maker" means a person who is authorized under the *Health Care Consent Act, 1996*, S.O. 1996, c.2, Sched. A, to give or refuse consent to admission to a home for the aged, a nursing home, or a charitable institution as defined in the Acts.

2. RESIDENTS' BILL OF RIGHTS

The Region agrees to respect and promote the rights of Residents, as identified in Schedule "A".

3. ACCOMMODATION FEES

- (a) The Resident and Guarantor jointly and severally agree to pay accommodation fees for the Resident's residency in the Centre in accordance with the prescribed rates as set out in Schedule "B", and as varied from time to time by legislation and as adjusted through subsidy, where applicable.
- (b) If a rate reduction for Basic Accommodation is being requested, the Resident shall fully disclose to the Region prior to admission all sources of income, and further agrees to advise the Region of all future changes in financial status. As legislated by the Ministry of Health and Long-Term Care, income verification is by means of a Notice of Assessment. If an individual is not required to file an income tax return with Revenue Canada, alternative documentation is required by the Centre. Income verification shall be provided on an annual basis thereafter.
- (c) Accommodation payments are due and payable on the first day of each month for the coming month. Payment shall be made by pre-authorized withdrawal from the Resident's account.
- (d) The Resident shall pay accommodation fees for the first day of admission.
- (e) The Resident shall pay any future increases in the accommodation fees as may be established from time to time in accordance with the Acts.
- (f) The Region agrees to notify the Resident, as soon as possible, of any changes to the accommodation fees that the Ministry of Health and Long-Term Care may activate.
- (g) The Resident agrees to provide written notice to the Administrator if he or she wishes to change type of accommodation (i.e. from Preferred to Basic or Basic to Preferred).
- (h) The Region agrees to respond to a request to change the type of accommodation when reasonably possible.
- (i) If the Resident applies for a change in accommodation type (i.e. from Preferred to Basic or Basic to Preferred), the Resident agrees to pay to the Region the accommodation fees for the room actually occupied until such time as a room becomes available and the Resident moves to the requested room.
- (j) In accordance with the provisions of the Acts governing casual and vacation leaves of absence, each time the Resident is away from the Centre, he or she shall continue paying his or her normal accommodation fees.
- (k) In accordance with the provisions of the Acts governing medical and psychiatric leaves of absence, each time the Resident is transferred to a hospital, he or she shall continue paying his or her normal accommodation fees. If a public health order prevents the Resident from returning to the Centre, the normal fees will continue to be in effect.

- (l) Upon such time as the Resident no longer resides in the Centre, any outstanding arrears shall forthwith become due and payable.

4. BASIC SERVICES

The Region agrees to provide care and services, as outlined in Schedule "C", in accordance with the Acts and the Centre's policies and procedures.

5. OTHER SERVICES AVAILABLE

- (a) The Resident and Guarantor jointly and severally agree to pay for all Other Services which the Resident approves or requires or are determined to be necessary as set out and provided in Schedule "D", at the rates as established from time to time by the Region or individual vendors. The authorization shall remain in effect until written notice is received from the Resident that the specified goods and services are no longer required.
- (b) Charges for Other Services are payable when invoiced.
- (c) The prices may be amended from time to time, at the sole discretion of the Region, and the Region agrees to notify the Resident of any increase or decrease in the costs of the Other Services listed in Schedule "D", by posting the new prices.
- (d) The Resident and Guarantor jointly and severally agree to pay charges related to hospitalization, ambulance transfer, and other transportation, which are not covered by the Ontario Health Insurance Plan.
- (e) The Resident and Guarantor jointly and severally agree to pay for uninsured physician fees, prescription drugs, prescribed treatments or aids ordered by a physician unless otherwise provided. The Resident shall be billed directly for any of the aforementioned goods or services.

6. TRUST ACCOUNTS

- (a) The Region shall open and maintain a trust account for the Resident, in which all money of the Resident received by the Administrator for safekeeping shall be deposited as governed by the Acts.
- (b) The Region shall provide the Resident with a written receipt for all money received for deposit in the Trust Account, and the Resident shall provide the Region with a written receipt for all money withdrawn from the Trust Account.
- (c) Interest will be calculated at a rate set by the Region from time to time and paid monthly to the Resident on all funds in the Trust Account. Interest will be calculated on the lowest balance on deposit each month, and any interest earned will be credited to the Resident's Trust Account.

- (d) Trust Accounts opened or closed in a month will not earn interest.
- (e) The Region shall be entitled to deduct from the Resident's Trust Account amounts to pay for:
 - (i) any outstanding Basic and Preferred Accommodation fees;
 - (ii) Other Services as approved by the Resident; and
 - (iii) NSF charges as assessed by the Region in the event of a dishonoured cheque.
- (f) In the event that the Resident dies or ceases to reside at the Centre, the Region shall be entitled to apply any monies held in trust in payment of any outstanding charges for the Other Services incurred by the Resident, and the Region shall, within ninety (90) days of the Resident's death, or as soon as possible thereafter, or within ninety (90) days of the Resident ceasing to reside at the Centre, transfer or deliver to the Resident or his or her lawfully authorized substitute any funds remaining to the credit of the Resident.

7. THE REGION'S RESPONSIBILITIES

- a) The Region shall, wherever possible, assign the Resident to a room of his or her choice. The Region reserves the right and the Resident acknowledges that the assignment of rooms is at the sole discretion of the Region.
- b) The Region shall provide to the Resident the care, services and programs as outlined in Schedule "C".
- c) The Region shall provide a Resident Information Handbook to the Resident which provides information about the Centre's organizational structure, including the responsibilities of each department within the Centre and the services they provide; the Residents' rights and responsibilities; the Residents' Council; the Centre's safety and security guidelines; charges and costs; and the process for obtaining information and raising concerns.
- d) The Region collects, uses, discloses and stores information about the Resident and the Resident's health. This personal health information about the Resident is collected from the Resident and/or from the person legally acting on the Resident's behalf to help provide health care or secure payments for health care services.

8. THE RESIDENT'S RESPONSIBILITIES

- (a) The Resident shall abide by the Acts.
- (b) The Resident shall respect the right and privacy of other persons in the Centre and shall treat those persons with dignity, courtesy and respect.

- (c) The Resident shall provide any information which is requested regarding his or her care requirements.
- (d) The Resident acknowledges that the Centre has a non-smoking policy. Specifically, the Resident agrees that he or she will not smoke in the buildings, and will comply with the established non-smoking policy.
- (e) The Resident shall provide adequate and appropriate clothing, footwear, prosthetic and adaptive devices (e.g. glasses, dentures, hearing aids, wheelchairs and walkers) and anything else which is reasonably necessary for the Resident's residency in the Centre on an ongoing basis. The Resident also agrees to arrange any needed repairs of these personal effects.
- (f) The Resident shall cooperate with the Administrator in moving to a different room in the Centre, if the Administrator determines that the Resident's health care requirements or the Resident's behaviour makes the move necessary for the best interests of the Resident, other residents, or the Centre. This decision will be made in consultation with the Resident and/or the Resident's power of attorney for personal care.
- (g) While the Resident is off the Centre premises, the Resident shall be responsible for his or her own welfare.
- (h) The Resident shall be responsible for any harm or injury or damage to himself or herself or others occurring as a consequence of the Resident refusing to give consent to medical treatment or medication, or occurring as a consequence of the Resident refusing restraints.
- (i) Where both spouses are residents at the Centre and express the wish to share a room on an ongoing basis, and where an appropriate room is available, the two Residents shall each be responsible for the payment of the cost of the semi-private accommodation.
- (j) The Resident's estate trustee shall be solely responsible for funeral and burial expenses upon the Resident's death and will not hold the Centre responsible for any such expenses.
- (k) The Resident is solely responsible for any financial loss or harm occurring as a consequence of the Resident's management of his or her own financial affairs.
- (l) The Resident acknowledges that the management of the Centre will not be responsible for any valuables including but not limited to, personal effects, prosthetic devices or cash. The Centre is responsible for monies on deposit in the Resident's Trust Account.
- (m) Upon admission to the Centre, the Resident shall provide proof of all powers of attorney. The Resident shall provide updated copies to the Region in the event that the power of attorney changes during the Resident's residency.

9. THE GUARANTOR'S RESPONSIBILITIES

- (a) The Guarantor, in consideration of the Resident being admitted to the Centre and the provision of services to him or her, agrees to guarantee the performance of all of the obligations of the Resident herein.
- (b) The Guarantor agrees to be bound by all applicable terms and conditions of this Agreement.
- (c) The Guarantor agrees to pay for all costs, fees and charges which are incurred by the Resident during his or her stay at the Centre, including but not limited to the obligations to pay any outstanding arrears not paid by the Resident.
- (d) The Guarantor agrees that the Region shall not be bound to seek or exhaust its recourse against the Resident before being entitled to receive payment from the Guarantor pursuant to this Agreement.

10. TERM

- (a) The Resident agrees that the Region may discharge the Resident from the Centre where in the opinion of the Administrator, the Resident ceases to be eligible to be maintained and cared for therein in accordance with the Acts, or where it is in the best interest of the Centre.
- (b) The Resident agrees that the Region may discharge the Resident from the Centre where the Resident is on a medical, psychiatric or vacation absence in excess of the prescribed periods, as set out in the Acts.
- (c) When, in the opinion of the Administrator, the Resident can no longer be appropriately cared for in the Centre or becomes a hazard to the health and safety of him or herself, other residents or staff, the Administrator may take steps to transfer or discharge the Resident to an appropriate facility.
- (d) The Resident agrees to provide, where possible, thirty (30) days notice to the Region of his or her intent to discharge himself/herself from the Centre.
- (e) When, in the opinion of the Administrator, the behavior of a visitor, family member, POA or significant other affects the provision of care to a resident or residents or disrupts the ability of staff to do their job, restrictions will be imposed on visiting in the home up to and including prohibiting access to the home.

11. SEVERABILITY

If any provision of this Agreement is illegal or unenforceable, such provision shall be deemed to be severable from the remaining provisions of this Agreement and shall not invalidate or render unenforceable the remainder of this Agreement.

12. BINDING EFFECT

- (a) This Agreement shall enure to the benefit of the Resident, the Guarantor, their respective heirs, executors, administrators and legal representatives, and to the benefit of the Region, its respective successors and assigns.
- (b) Notwithstanding the termination of this Agreement for any reason whatsoever, all of the obligations of the Resident and the Guarantor pursuant to this Agreement shall survive any such termination and shall remain in full force and effect until discharged.

13. UNDERSTANDING

The Resident or the Substitute Decision-Maker agrees to all the terms, provisions and conditions of this Agreement and understands their meaning with respect to him or herself and the Region and the Centre in general. The Resident agrees that he or she has asked any questions which he or she might have and understands that he or she can only be admitted to the Centre if this Agreement is signed and fully understood.

14. GENERAL

- (a) It is expressly understood and agreed that the Region shall not be liable for any injury to or loss of personal property of the Resident while a resident of a Centre operated by the Region.
- (b) No delay on the part of the Region in the exercise of any right or remedy against the Resident or Guarantor pursuant to this Agreement shall operate as a waiver thereof, and no single or partial exercise by the Region of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.
- (c) The undersigned agree to all the provisions of this Agreement and understand their meaning with respect to the Resident, the Guarantor and the Centre. The undersigned have read and voluntarily agree to execute this Agreement and further agree that no oral representations, statements or inducements, apart from the foregoing within this Agreement, have been made.
- (d) The Region will collect and maintain the Resident's personal information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. All personal information collected in connection with the admission of the Resident and any subsequent information collected regarding the Resident's financial situation, health status and care requirements are made under the legal authority of the Regional Municipality of Peel and the Acts for the purposes of administering and providing long term care to the Resident.
- (e) Schedules "A", "B", "C", and "D" are deemed to be part of this Agreement.

THIS AGREEMENT has been duly executed on behalf of the Region by the Administrator, or by his or her designate; the Resident personally, or by his/her Substitute Decision-Maker; and the Guarantor as set forth below.

___ TO BE SIGNED ON _____

___ THE DAY OF ADMISSION ___

Witness

_____ TO BE SIGNED ON _____

_____ THE DAY OF ADMISSION _____

Resident or Substitute Decision-Maker

___ TO BE SIGNED ON _____

___ THE DAY OF ADMISSION ___

Witness

_____ TO BE SIGNED ON _____

_____ THE DAY OF ADMISSION _____

Guarantor

TO BE SIGNED ON THE DAY OF ADMISSION

Administrator

For The Regional Municipality of Peel

I have authority to bind the corporation.

SCHEDULE "A"
RESIDENTS' BILL OF RIGHTS

1. Every resident has the right to be treated with courtesy and respect and in a way that fully recognizes the resident's dignity and individuality and to be free from mental and physical abuse.
2. Every resident has the right to be properly sheltered, fed, clothed, groomed and cared for in a manner consistent with his or her needs.
3. Every resident has the right to be told who is responsible for and who is providing the resident's direct care.
4. Every resident has the right to be afforded privacy in treatment and in caring for his or her personal needs.
5. Every resident has the right to keep in his or her room and display personal possessions, pictures and furnishings in keeping with safety requirements and rights of other residents of the Centre.
6. Every resident has the right,
 - a. to be informed of his or her medical condition, treatment and proposed course of treatment;
 - b. to give or refuse consent to treatment, including medication, in accordance with the law and to be informed of the consequences of giving or refusing consent;
 - c. to have the opportunity to participate fully in making any decision and obtaining an independent medical opinion concerning any aspect of his or her care, including any decision concerning his or her admission, discharge or transfer to or from a Centre; and
 - d. to have his or her medical records kept confidential in accordance with the law.
7. Every resident has the right to receive reactivation and assistance toward independence consistent with his or her requirements.
8. Every resident who is being considered for restraints has the right to be fully informed about the procedures and the consequences of receiving or refusing them.
9. Every resident has the right to communicate in confidence, to receive visitors of his or her choice and to consult in private with any person without interference.
10. Every resident whose death is likely to be imminent has the right to have members of the resident's family present twenty-four hours per day.

SCHEDULE “A”
RESIDENTS’ BILL OF RIGHTS (Continued)

11. Every resident has the right to designate a person to receive information concerning any transfer or emergency hospitalization of the resident and, if a person is so designated, to have that person so informed forthwith.
12. Every resident has the right to exercise the rights of a citizen and to raise concerns or recommend changes in policies and services on behalf of himself or herself or others to the residents' council, staff of the Centre, government officials or any other person inside or outside the Centre, without fear of restraint, interference, coercion, discrimination or reprisal.
13. Every resident has the right to form friendships, to enjoy relationships and to participate in the residents' council.
14. Every resident has the right to meet privately with his or her spouse or same-sex partner in a room that assures privacy and, if both spouses or same-sex partners are residents in the same Centre, they have a right to share a room according to their wishes, if an appropriate room is available.
15. Every resident has a right to pursue social, cultural, religious and other interests, to develop his or her potential and to be given reasonable provisions by the Centre/Facility to accommodate these pursuits.
16. Every resident has the right to be informed in writing of any law, rule or policy affecting the operation of the Centre and of the procedures for initiating complaints.
17. Every resident has the right to manage his or her own financial affairs if the resident is able to do so and, if the resident's financial affairs are managed by the Centre, to receive a quarterly accounting of any transactions undertaken on his or her behalf and to be assured that the resident's property is managed solely on the resident's behalf.
18. Every resident has the right to live in a safe and clean environment.
19. Every resident has the right to be given access to protected areas outside the Centre in order to enjoy outdoor activity, unless the physical setting makes this impossible.

**SCHEDULE “B”
ACCOMMODATION FEES**

The following table shows resident co-payment rates effective July 1, 2010

Ministry of Health and Long-Term Care sets accommodation co-payment rates.

Long Stay Program	Type of Accommodations	Co-payment Daily Amount (based on long stay)	Co-Payment Monthly Amount (based on 30 days)
Basic or Standard		\$53.23	\$1,619.08
Preferred	Semi-Private	\$61.23	\$1,862.41
Preferred	Private	\$71.23	\$2,166.58

Government Subsidies for Accommodation Costs:

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.

SCHEDULE "C"

BASIC SERVICES

- a) Nursing and personal care available on a twenty-four (24) hour basis including care given by, or under the supervision of, a Registered Nurse or a Registered Practical Nurse, and the administration of medication and assistance with activities of daily living.
- b) Medical care that is available in the Centre.
- c) Medical supplies and nursing equipment necessary for the care of residents including the prevention or care of skin disorders, continence care, infection control and sterile procedures.
- d) Medical devices such as catheters, colostomy and ileostomy devices.
- e) Centre-choice supplies and equipment for personal hygiene and grooming including skin care lotions and powders, shampoos, soap, deodorant, toothpaste, toothbrushes, denture cups and cleansers, toilet tissue, facial tissue, hair brushes, combs, razors/shavers, shaving cream, feminine hygiene products.
- f) Equipment for general use of residents including wheelchairs, geriatric chairs, canes, walkers, toilet aids and other self-help aids for the activities of daily living.
- g) Meal service and meals including three meals daily, snacks between meals and at bedtime, special and therapeutic diets, dietary supplements and devices enabling residents to feed themselves.
- h) Social, recreation and physical programs and activities including the related supplies and equipment.
- i) Laundry, including labelling, machine washing and drying of personal clothing.
- j) Bedding and linen including firm, comfortable mattresses with waterproof covers, pillows, bed linen, wash cloths and towels.
- k) Bedroom furnishings such as beds, adjustable bed rails, bedside tables, comfortable easy chairs and where a resident is confined to a bed, a bed with an adjustable head and foot.
- l) Standard ward accommodation.
- m) Cleaning and upkeep of accommodation.
- n) Suitable accommodations and seating for meetings of the Resident/Family Councils.
- o) Use of an infirmary room if available.
- p) Maintaining accounts for personal funds entrusted to the Centre.

**SCHEDULE “C”
BASIC SERVICES (Continued)**

It is not permissible to charge for:

- a) Prescription pharmaceutical preparations listed in the Drug Benefit Formulary.
- b) Special preparations or medical devices which may be obtained from the Ontario Drug Benefit Program as interim, non-formulary benefits.
- c) Insured devices, equipment, supplies and services available to residents through other programs such as the Home Care Program and Assistive Devices Program.
- d) Non-prescription drugs, medication and treatment products and supplies obtained through Ontario Government Pharmaceutical and Medical Supply Services upon requisition.

PLEASE NOTE THIS LIST IS SUBJECT TO CHANGE BASED ON PROVINCIAL LEGISLATION.

