



LEAMINGTON

*Mennonite Home*

# Long Term Care

## **PURCHASE OF SERVICES AGREEMENT**

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

**Leamington Mennonite Home  
Long Term Care  
PURCHASE OF SERVICES 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 goods and services that a resident may purchase in or through a long-term care home. These goods and services are not included with the charge a resident pays for accommodation in the Home. A different agreement applies to accommodation charges.
2. This agreement sets out the arrangements and conditions relating to the Resident’s purchase of goods and services, including the obligations of the Home and Resident in regard to these goods and services. More information relating to the types of goods and services available for purchase are 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 services that residents may purchase in the Home. The Act also sets out additional requirements that apply to the purchase of goods and services.

**THE RESIDENT AND HOME AGREE AS FOLLOWS:**

**1. Goods and Services Available in the Home**

- 1.1 Residents receive certain goods and services in return for paying accommodation charges to the Home. The Home’s package of information for residents and the accommodation agreement provide information about these services. Residents may purchase other goods and services from the Home for an additional charge.
- 1.2 Residents pay purchase goods and services from the Home or a third party by paying for them directly, or by authorizing the Home to bill the resident on account, or deduct payments from the Resident’s trust account. This agreement does not apply where a Resident pays a third party directly. The Home does not retain any arm’s length relationship to any care provider.
- 1.3 A description of goods and services available for purchase from or through the Home is set out in Form A at the back of this agreement. The Appendix to Form A sets out the charges or prices for these goods and services.
- 1.4 If the Resident does not receive a good or service from the Home, the Home cannot charge the Resident for it.

**2. Obligation to Pay for Services**

2.1 The Resident agrees to pay the Home charges for any good or service that he/she purchases from or through the Home. The Home agrees to provide goods and services to the Resident in return for a charge in accordance with the terms of this agreement.

2.2 Resident charges under this agreement are payable by the due date set by the Home.

### **3 Monthly Billing on Account and/or Trust Account Authorization**

3.1 The Resident may purchase a good or service from or through the Home. The Home recommends that Residents receive a monthly billing on account, rather than payment with money from his/her trust account. The Home requires authorization from the Resident to authorize this monthly billing or to deduct payments from his/her trust account. The Resident may provide this authorization by filling out Form A at the back of the agreement.

3.2 If the Resident wants to change his/her billing on account, for example, to add or remove service, the Resident must complete a new form. The Home will give the Resident a new Form A on request.

### **4 Changes to Price or Charge**

4.1 The Home will provide the Resident with thirty days' written notice in advance of any increase in price or charge for a good or service that the Resident may purchase from or through the Home. The Home is not responsible for providing advance notice of changes in the cost of goods and services that the Resident purchased from third parties and that may be subject to a trust account authorization in Form A.

4.2 The Home will revise the Appendix to Form A from time to time to reflect changes in price or charge for certain goods and services that the Resident may purchase from or through the Home. The revised Appendix will form part of this agreement.

### **5 Failure to Pay for Services**

5.1 The Home may refuse to provide a good or service if the Resident refuses to pay the Home directly for it.

5.2 The Resident must pay overdue charges of more than thirty days on demand by the Home. The Home may stop providing goods and services under this agreement until the Home receives payment for overdue charges.

### **6 Interest on Overdue Amounts**

6.1 The Home may charge interest on missed, incomplete, or late payments of charges for goods and services. The current rate that the Home charges on overdue accounts is 5%. The interest rate may change from time to time.

### **7 Responsibility of Uninsured Services**

7.1 The Resident is responsible for paying charges and co-payments for goods and services that are not covered or funded under government programs, such as the Ontario Drug Benefit Plan or the

Ontario Health Insurance Plan. These goods and services include certain drugs, treatments, devices, and transport.

**8 Termination**

- 8.1 The Resident may terminate this agreement at any time without notice to the Home. The Resident may terminate this agreement without penalty if the Home fails to provide a good or service that the Resident purchases under this agreement.
- 8.2 The Home may terminate this agreement on providing at least thirty days written notice to the Resident.
- 8.3 This agreement will terminate on the date the Resident no longer resides in the Home.

**9 Termination without Notice**

- 9.1 The Home may charge a Resident for goods and services where the Resident purchased them without notifying the Home that he/she terminated, or is terminating, the agreement.

**10 Payment upon Termination or Expiry**

- 10.1 Termination of the agreement by the Resident does not relieve him/her from paying charges for goods and services purchased before termination.
- 10.2 Upon termination, all charges become due and payable to the Home on demand.

**11 Resident Responsibility for Financial Arrangements**

- 11.1 The Home has a duty to protect the Resident from abuse and to provide the Resident with a safe and secure environment. However, the Home will not be responsible for any cost that the Resident incurs through any arrangements he/she makes with a third party with respect to goods and services.

**SIGNATURES**

The Resident's signature shows that he/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/POWER OF ATTORNEY FOR PROPERTY/GUARDIAN/TRUSTEE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**LMH REPRESENTATIVE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Leamington Mennonite Home  
Ontario Drug Benefit Co-Payment Authorization**

By signing this form, the Resident is authorizing the applicable co-payment amount per eligible Ontario Drug Benefit Program (ODP) prescriptions filled to be paid as part of the monthly billing statement. If the Resident does not provide authorization, he/she must pay for the service at the time of purchase, or on account, by the due date set by the service provider.

The Home is not responsible for providing advance notice of changes in the cost of goods and services that the Resident purchases from third parties and that may be subject to billing on account.

Co-payment for medications or those not covered are the responsibility of the Resident. Copies of medications bills are kept in Resident files.

**I wish to receive this service and understand that the Home will add charges for the service to my monthly statement/invoice.**

**SIGNATURES**

Resident/POA Name: \_\_\_\_\_

Resident/POA Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Leamington Mennonite Home  
Cogeco TV and Phone Services**

\_\_\_\_\_

Resident Name	Room	Admission Date
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Cogeco television and telephone services are available with a special group rate through the Leamington Mennonite Home. By filling out this form, the resident/POA agrees to receive television and/or telephone services and have the applicable fees charged to the Resident Account. Fees will appear on the resident's monthly financial statement. Cancellation of services can take place any time at the resident's/POA's request.

**I would like to receive the following services and agree to have the applicable fees added to my account and monthly financial statement:**

- Cogeco TV Services – Basic Cable Package**
  - **Monthly Fee – \$35**
  - **One-Time Setup Fee – \$35**
  - **Replacement Parts – \$10 (as applicable)**
    - All remotes, cable boxes, and cords provided are the property of the Leamington Mennonite Home and are to remain in the designated room. Removal of these items from your room may result in a \$10 charge on your account. If you move to a different room, a new set of equipment will be provided.
    - Residents/families are required to provide their own HDMI cords.
  
- Cogeco Telephone Services – Basic Phone Package**
  - **Monthly Fee - \$20**
  
- I would not like to receive any Cogeco services.**

Resident/POA Signature: \_\_\_\_\_

**Residents/POAs will be notified at least 30 days prior to any price changes.**

**Leamington Mennonite Home  
Hair Salon Authorization**

Our hairdresser is required to receive permission from each resident/POA prior to performing hair care services on the resident. By filling out this form, you are officially informing the Home of the desired services for you/your loved one.

Charges for Hair Salon services are billed directly to the resident's account as services occur and will appear on the monthly financial statement. Appointments can be made by calling or emailing our hairdresser, Jodi Mummery: 519-326-6109 ext.231 or jodimummery@mennonitehome.ca.

**Hair Salon Services and Pricing**

Haircut	\$15
Wash & Cut	\$20
Wash & Set	\$10
Wash, Cut, & Set	\$25
Colour	\$45
Colour & Cut	\$55
Perm	\$60
<i>Includes Cut &amp; Set</i>	

Prices are subject to change on an annual basis.

- I would NOT like to receive any Hair Salon services at this time. I understand that if I change my preference in the future I will have to contact the Front Office.**
  
- I would like to receive the following Hair Salon services:**
  - Haircut**
  - Wash & Cut**
  - Wash & Set**
  - Wash, Cut, & Set**
  - Colour**
  - Colour & Cut**
  - Perm**

\_\_\_\_\_

Resident Name

\_\_\_\_\_

Room

\_\_\_\_\_

Resident/POA Signature

\_\_\_\_\_

Date

**Residents/POAs will be notified at least 30 days prior to any price changes.**