



LTCHA Implementation
MEMBER SUPPORT PROJECT

MODEL PURCHASED SERVICES AGREEMENT Context and Content Presentation

Member Forum Webinar Meeting

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Ontario Association of Non-Profit Homes & Services for Seniors

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Outline

- Requirements in the LTCHA relating to resident charge agreements
- Requirements for the purchase agreement as a regulated document under the LTCHA regulation
- Approach to model agreement
- Walk through model agreement

Agreements and Charges

LTCHA, Section 91 (Resident charges)

- To charge resident, homes must provide goods and services under an agreement
- Homes must not charge more than the amount set out in the regulation, if any
- Homes cannot charge for anything the regulations provide cannot be charged for

Agreements and Charges

LTCHA, Section 91 (Resident charges)

- Agreements must be in writing
- Agreements must be with resident or authorized representative of resident (most likely continuing power of attorney for property, although could be general power of attorney or guardian or trustee for property)
- Homes must provide statements regarding charges and money held on behalf of resident

Agreements and Charges

LTCHA, Section 81 (Voidable agreements)

- Agreements are voidable by resident (or representative) for 10 days after it is made
- No relief from charges incurred before voiding

Agreements and Charges

LTCHA, Section 83 (Coercion)

- Homes must ensure applicant or resident (or representative) is not led to believe, or not threatened, that failure to sign an agreement or voiding an agreement will result in discharge or refusal of admission

Regulated Documents

LTCHA, Section 80

- Regulated documents must comply with requirements in regulation
- Lawyer must certify compliance

Regulation, Section 227

- Any agreement with resident (or representative) for accommodation or **non-accommodation goods and services.**

Regulated Documents

Regulation, Section 227

- Regulation requires purchase agreement to include certain provisions:
 1. Description of goods and services
 2. Amount of charge and obligation to pay and provide
 3. Statement: no goods or services, no charge
 4. 30 day notice requirement for increases in charge
 5. Termination: resident may terminate (a) without penalty (failure to provide services), or (b) at any time without notice. Home may terminate with 30 days written notice

Regulated Documents

Regulation, Section 227

- Purchase agreement must be **separate** from accommodation agreement
- Between July 1, 2010 and January 1, 2011, agreements must be separate, but the other requirements of section 227 do not (yet) apply (requirements of previous acts apply)
- Section 227 does not apply to agreements existing before July 1, 2010
- Homes must comply with all requirements of section 227 by January 1, 2011

Model Agreement

- Model agreement is simple and generic
- Model reflects three criteria: clarity and simplicity for resident, protection and ease of administration for the home, and compliance with the LTCHA and regulation
- Homes can use the model as a certified agreement if they restrict changes and additions to those permitted by the explanatory notes
- Other homes may use it as a basis for adapting or creating their own agreement, but this will require new legal certification

Contact Information

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