



**Long -Term Care
Resident Service Admission Agreement**

Welcome to Carewest

This Resident Service Admission Agreement consists of terms and conditions which the Resident or Legal Representative (Financial) agree to prior to admission to a Carewest Long-Term Care Centre.

The Resident or Legal Representative (Financial) shall agree to the terms and conditions stated in the Agreement. Signing of the Agreement acknowledges acceptance of the Agreement's terms and conditions.

This Agreement is effective as of _____
(YYYY/Mon/DD)

Between:

Carewest, a non-profit organization funded by Alberta Health Services through funds provided by the Provincial Government for continuing care health services (hereinafter referred to as "Carewest")

AND

_____ (hereinafter referred to as the "Resident")
Printed name of Resident

This Agreement includes:

Definitions

Service Agreement Accountabilities

Form #3910: Agreement of Financial Responsibility

PDF Copy (AHS form): Payor's Pre-Authorized Debit Plan

Form #3911: Trust Agreement

PDF Copy (AHS form): Payor's Pre-Authorized Trust

Form #6271: Long-Term Care Rates

Form #6272: Laundry Requisition

Form #3339: Unclaimed Trust and/or General Funds

Form #3912: Donation of Trust and/or General Funds

1.0 DEFINITIONS

In this Agreement the following words will have the definitions set out below unless otherwise stated in this Agreement.

1.1 Accommodation Fee – The fee paid by the Resident to cover the costs of providing accommodation and hospitality services such as meals, housekeeping, non-personal laundry and building maintenance. The amount of the Accommodation Fee is established by Alberta Seniors and Community Supports.

1.2 Agent– A person designated in a personal directive to make personal decisions on behalf of the maker, pursuant to the *Personal Directive Act*. The Agent must follow the directions outlined within the document.

1.3 Appliance – Any mechanical or electrical item of personal property which has been approved by the Care Centre in its absolute discretion, including without limitation, hair dryers, electric razors, radios, televisions, DVDs, fans, toasters, kettles and computers.

1.4 Attorney – An individual(s) who is empowered to act on behalf of the Resident under an Enduring Power of Attorney or a Power of Attorney.

1.5 Basic Care – As described in detail in paragraph 2.1 of this Agreement.

1.6 Centre – The applicable Carewest Care Centre to which the person is being admitted to for the purposes of receiving Services.

1.7 Independent Care Provider Services – Personal care or other services provided to the Resident by a care provider(s) who has been privately retained by the Resident or the Legal Representative and not employed by the Carewest, nor retained on a contract basis by Carewest.

1.8 Enduring Power of Attorney – A legal document naming the individual(s), the Attorney, who is responsible for making financial decisions for the Resident. The section of the Enduring Power of Attorney that outlines the powers of the Attorney indicates what the Attorney is

permitted to do on behalf of the Resident. The Enduring Power of Attorney comes into effect once it is signed.

1.9 Health Information – Information that is stored in some manner in a record related to a) diagnosis, treatment or care; b) health services providers; or c) registration i.e., demographic, residency, health services eligibility or billing. All health information contained in records under the custody of Carewest shall be regarded as confidential and available only to authorized users and will be managed according to the provision of the “*Health Information Act*”.

1.10 Guardian – A Court appointed individual(s) named in a guardianship order or a person who becomes a guardian by virtue of the operation of the *Adult Guardianship and Trusteeship Act*. This can also include a Public Guardian. The individual is appointed to make personal and health decisions for the Resident.

1.11 Guardianship Order – A court document naming the individual(s) or the Guardian who is responsible for making health care decisions for the Resident pursuant to the *Adult Guardianship and Trusteeship Act*.

1.12 Legal Representative – The Agent, Guardian, Attorney, or Trustee, collectively or individually, of the Resident.

1.13 Legal Representative (Health) – The Agent, Guardian or Public Guardian of the Resident who has the legal authority to make life and health decisions. Note: this can include an Attorney if the powers are specifically stated in the Power of Attorney.

1.14 Legal Representative (Financial) – The Attorney, Trustee or Public Trustee of the Resident who has the legal authority to make financial and estate decisions.

1.15 Nursing and Personal Services – Includes without limitation, the centre’s provision of basic care and personal care services including personal hygiene.

1.16 Personal Directive – A document pursuant to the *Personal Directives Act* that names the individual(s), or the Agent, who is responsible for making health care decisions when the Resident is no longer capable of doing so for him/herself. The Personal Directive must be invoked in order for the Agent to make these decisions.

1.17. Physician – A medical doctor approved to provide medical care to residents of the Long-Term Care Centre and who has been selected by the Resident or the applicable Legal Representative to be the Resident’s attending physician; or who has been designated by the care centre.

1.18 Power of Attorney – A document naming the individual(s), the Attorney, who is responsible for making financial decisions for the Resident. The section that outlines the powers of the Attorney indicates what the Attorney is permitted to do on behalf of the Resident. This may also include Health Care decisions, but must specifically state this within the powers. This comes into effect once it is activated.

1.19 Resident– The individual admitted to the Care Centre to receive Service.

1.20 **Trustee** – A Court appointed individual(s) who acts on behalf of the Resident and manages the finances and property of the Resident pursuant to the “Adult Guardianship and Trusteeship Act”. This can include a Public Trustee.

1.21 **Trusteeship Order** – A court document naming the individual(s) who is responsible for making decisions about the Resident’s finances and property pursuant to the Adult Guardianship and Trusteeship Act.

1.22 **Trust Services** – Those Services specified in the Trust Agreement (Form #3911)

2.0 BASIC SERVICE

2.1 Carewest will provide the following Services in accordance with the Nursing Homes General Regulation for Alberta (Reg. 232/1985). Basic Service shall include the following:

- Accommodation, meals, housekeeping and non-personal laundry i.e. towels, sheets, blankets, face cloths, etc.
- Personal services such as assistance and supervision in hygiene, mobility, safety, feeding approved by a Registered Dietician, and dressing.
- Special diets, as available at Carewest (Note: Not all special diets can be accommodated)
- Insured drugs and dressings as ordered by the Physician; and
- Other care services as available for the health and well-being of the Resident i.e., Occupational Therapy, Physiotherapy, Recreation Therapy, Pastoral Care and Social Work within the scope of funding provided by Alberta Health Services.

2.2 Carewest will assist the Resident or Legal Representative (Health) in the process for attaining the services of a Physician from Carewest’s Medical Staff Roster.

2.3 Carewest will advise the Resident or Legal Representative (Health) with how to arrange for additional services which may include dental, optical and podiatry care as needed.

2.4 For non-emergency medical purposes, the arrangement of transportation is the Resident’s responsibility. However, when necessary, transportation services will be arranged for the transfer of the Resident to a hospital or other center by the Physician or Resident. In this event, Carewest will notify the designated person(s) identified on the Health Care Record as the primary contact of the transfer. Note: For emergency transports, Carewest cannot designate to which hospital the Resident will be transported to.

2.5 The health information of Resident is protected under the “*Health Information Act*”. Employees are not authorized to disclose health information to non-health care recipients and will forward such requests to Carewest’s Information Management & Privacy department. Carewest will only release information in accordance with the “*Health Information Act*”. Resident consent will be obtained when required under the Act.

2.6 Carewest will ensure the Resident or Legal Representative receives relevant information about policies and procedures that affect decisions related to the Resident's care and accommodation.

2.7 When, in the opinion of Carewest Management or the Resident's Attending Physician, the Resident:

- can no longer be appropriately cared for at the care centre, or
- consistently fails to abide by the policies and procedures of Carewest, or
- presents a serious risk to the health and safety of herself/himself or other residents, visitors, or staff

Carewest Management will contact the Resident or Legal Representative to discuss the alternatives available, which may necessitate the need to move into an alternative care setting.

2.8 Photographs of the Resident will be used for identification purposes such as in medication assistance, recreation or emergency procedures. In the event that Resident photos may be taken for other purposes, a separate consent will be required.

2.9 In the absence of documented direction for care in the Health Care Record (Goals of Care Designation) and in the event that the Resident experiences a witnessed cardiac arrest or life threatening illness, appropriate measures will be taken.

3.0 FINANCIAL

3.1 The Resident or Legal Representative agrees to:

- Pay Carewest the Accommodation Fee for the applicable type of room occupied.
- Provide payment to Carewest on or before the fourth day of each month, for the total Accommodation Fee for that month as determined by the type of room occupied, plus approved charges for other services that the Resident may have incurred.
- Be responsible for all approved fees incurred by the Resident including but not limited to transportation i.e. taxi fare; handi-bus, ambulance ride not assessed as medically required, transportation for recreation activities, all non-emergent transportation, personal laundry and dry cleaning services, prosthetic and other items not covered by extended health benefits, special requests for specific supplies or equipment, personal toiletries, etc.
- Be responsible for making arrangement, independent of Carewest, for payment for personal goods and services that are not included in the Accommodation Fees i.e. telephone service, internet, enhanced cable.
- Be responsible for costs associated with damage to Carewest property and/or the property of other persons caused by the Resident.
- Be responsible for providing personal clothing and effects as required or desired by the Resident.

- Abide by all procedures, rules and regulation of Carewest including but not limited to: fire safety and respectful environment.
- Abide by all policies, rules, bylaws or regulations as established by the Province of Alberta, municipal governments or other regulatory agencies, to which Carewest is accountable.
- Be responsible for obtaining tenant insurance on room contents and vehicle insurance on any motorized wheelchair or scooters if required.

3.2 The Resident or Legal Representative (Financial) will use, when possible, the Alberta Health Services Pre-authorized Debit Plan (Payor's PAD Agreement) attached as whereby funds are automatically transferred on a monthly basis to Carewest's account, in accordance with the Accommodation Fee.

3.3 When admission occurs on a day other than the first day of the month; payment for the month is pro-rated according to the date of admission to the care centre.

3.4 Payment shall be made by the Resident or Legal Representative (Financial) for the day of admission, but not for the day of discharge.

3.5 The Resident or Legal Representative (Financial) agrees to reimburse Carewest for any expense incurred by Carewest that is excluded under applicable provincial and federal legislation.

3.6 Costs for additional services such as dental, optical and podiatry care are the responsibility of the Resident or Legal Representative (Financial).

3.7 Upon receiving written notice from the Resident or Legal Representative (Financial) or at the time of discharge or death, credit balances remaining in the Resident's account will be refunded only to the Resident or her/his estate after a period of no more than six weeks from the date of discharge or death. This six to eight week time period is established to ensure the completion of all Resident account transactions. A balance of \$10.00 or less will not be charged or refunded.

3.8 A receipt will be issued to the Resident or Legal Representative for any funds deposited in the Resident's Trust account. Province of Alberta statutory requirements do not permit care centres to hold trust funds in excess of five hundred dollars (\$500.00).

3.9 Carewest shall provide the Resident or Legal Representative (Financial) with a monthly statement of the cost of Accommodation Fees and any approved charges for Uninsured Services.

3.10 Carewest shall provide the Resident or Legal Representative (Financial) with a monthly statement of the Resident trust account transaction in accordance with approvals provided.

3.11 Carewest will provide the Resident or Legal Representative (Financial) with a 30 calendar days notice period of any rate increases and/or termination of service(s).

3.12 No monies shall be advanced by Carewest to the Resident or Legal Representative (Financial) when the funds in the Resident trust account have been depleted. The Resident or Legal Representative is responsible for deposits to the Resident trust account. Upon request, a pre-authorized debit withdrawal may be set up to allow AHS – Carewest to maintain minimal balance in a trust account for resident incidentals.

3.13 The Resident or Legal Representative (Financial) is responsible to pay all fees for NSF cheques charged to Carewest by a financial institution. A penalty is charged for late payments received after the fourth business day of each month. These charges will appear on the following month's invoice.

3.14 Failure to pay accommodation charges may result in the notification for initiation of legal proceedings or referral to a collection agency. Failure to pay may also be cause for eviction of the Resident. Overdue accounts may be charged a penalty.

3.15 The Resident or Legal Representative shall ensure that all clothing, furniture and other personal effects brought into the care centre for the use and comfort of the Resident are free of pests, infestations, etc.

3.16 It is the responsibility of the Resident or Legal Representative (Financial) to obtain and maintain tenant insurance on the Resident's personal contents, as well as vehicle insurance as appropriate for motorized wheelchairs.

3.17 The Resident or Legal Representative agrees to notify Carewest of personal contracts for services provided at the care centre by non Carewest staff, including Independent care provider services.

3.18 The Resident or Legal Representative shall ensure that all of the Resident's personal furniture and belongings are removed from the room within 24 hours of discharge, unless other special arrangements are made with the Client Service Manager.

3.19 The Resident agrees to provide thirty (30) calendar days notice of termination of the Resident Service Admission Agreement.

4.0 CAREWEST SITE REQUIREMENTS

4.1 The Resident or Legal Representative shall, on admission, notify the care centre's Business Office of any changes to contact information including name, address and telephone numbers(s) and e-mail address for the Legal Representative. Note: Changes to Legal Representative must include appropriate written authorization.

4.2 Carewest reserves the right to relocate the Resident to a different room within the care centre if circumstances warrant. Every attempt will be made to minimize transferring the Resident to another location. Carewest will attempt to ensure that information about the move is communicated to the Resident and Legal Representative in advance of the move.

4.3 Carewest is committed to a "smoke free" environment for residents, volunteers, visitors and employees. For your safety and well-being, smoking regulations are strictly enforced. Smoking cessation services are available upon request.

4.4 All Resident electrical appliances must be CSA approved. Prior to use, the Resident or Legal Representative agrees to have all personal electrical appliances approved by the Centre's Physical Plant Services.

4.5 The Resident or Legal Representative acknowledges that Carewest reserves the right to limit furniture and personal belongings where it presents a health and safety risk to the Resident, employees or others, or infringes upon the space; access or mobility of other Residents i.e. size of furniture. Note: Residents are responsible for upkeep, cleaning and repairs of all privately owned items.

4.6 The Resident, Legal Representative, family or friend shall notify Carewest staff in advance that the Resident will be away from the centre for more than one (1) hour.

4.7 A Resident and Family Handbook and associated information will be provided on admission and from time to time throughout the Resident's stay.

5.0 RESIDENT ACKNOWLEDGEMENT

5.1 Carewest is not responsible for any valuables including but not limited to personal effects, clothing, prosthetic devices, motorized vehicles or cash in the possession of the Resident while she/he resides at the care centre except for monies properly deposited into the Resident trust account.

5.2 Management will exercise such reasonable care toward the Resident as her/his own condition requires.

5.3 The Resident or Legal Representative has been fully informed of the responsibilities to this Agreement, and hereby agrees to abide by the rules and regulations of Carewest. The Resident or Legal Representative agrees to take responsibility for any injury or loss arising from their failure to follow the Rules and Regulations of Carewest.

5.4 The Resident or Legal Representative has read and understands this Agreement, agrees to all of its terms and acknowledges receipt of a copy of this Agreement. The Resident or Legal Representative shall be jointly and severally bound by the terms of this Agreement.

SIGNATURES OF AGREEMENT

A valid signature is required as a condition of admission to the Carewest Care Centre.

Print Name of Resident

Signature of Resident

Date Agreement Signed

IF RESIDENT IS UNABLE TO SIGN THE LEGAL REPRESENTATIVE MUST SIGN

Print Name of Legal Representative (Financial)

Signature of Legal Representative (Financial)

Date Agreement Signed

SIGNATURES OF CAREWEST

Print Name of Carewest Management

Management Position

Signature of Carewest Management

Date

Received by:

Print name of AHS Advisor – Business Office

Signature of AHS Advisor – Business Office

Date