Carewest
INNOVATIVE HEALTH CARE

Continuing Care Home Resident Service Admission Agreement

Welcome to Carewest

This Resident Service Admission Agreement consists of terms and conditions which the Resident or Legal Representative (Financial) agrees to prior to admission to a Carewest Continuing Care Home.

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 Assisted Living Alberta 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:

Appendix 1: Agreement of Financial Responsibility Template

Appendix 2: Payor's Pre-Authorized Debit Plan Template

Appendix 3: Payor's Pre-Authorized Debit Plan One-time Template

Appendix 4: Trust Account Agreement Template

Appendix 5: Additional Charges Requisition – Laundry Template

Appendix 6: Additional Charges Requisition – Cable Template

Definitions

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 Carewest 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 the Government of Alberta.

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 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 that authorizes another person to make financial decisions on an individual's behalf. The document is created while the individual has decision-making capacity and may take effect immediately or upon loss of capacity, depending on its terms.

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*", the "*Protection of Privacy Act*" and the "*Access to Information Act*", as applicable.

1.10 **Guardian** – An individual appointed by the Court in accordance with the Adult Guardianship and Trusteeship Act (Alberta) to make decisions on behalf of the adult patient when the adult patient lacks capacity. This can also include a public guardian. The individual is appointed to make personal decisions on behalf of the Resident, which typically includes health care.

1.11 **Guardianship Order** – A court document made pursuant to the *Adult Guardianship and Trusteeship Act* appointing the Guardian(s) and outlining their authority to make personal decisions for a Resident who lacks capacity.

1.12 **Interdisciplinary Team** – A group comprised of Health Care Providers, the Resident or the Residents legal representative, if applicable, and other individuals of the Residents choosing, who meet for the purposes of planning, coordinating and delivering Health Care services to the Resident. The Health Care Providers on the Interdisciplinary Team are determined by the Residents assessed health care needs.

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

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

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

1.16 **Nursing and Personal Services** – Includes without limitation, Carewest provision of basic care and personal care services including personal hygiene.

1.17 **Persona**l **Directive –** A document made pursuant to the *Personal Directives Act* that appoints an individual(s) as an Agent who is responsible for making personal, including health care decisions for a Resident who lacks capacity. The Personal Directive must be enacted in order for the named Agent to make these decisions.

1.17. **Physician** – A medical doctor approved to provide medical care to Residents of the 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 Carewest.

1.18 **Power of Attorney (POA)** – A document appointing the individual(s), the Attorney, who is responsible for making financial decisions for the Resident. The POA outlines the powers of the Attorney indicates what the Attorney is permitted to do on behalf of the Resident. This comes into effect once it is activated.

1.19 **Resident**– The individual admitted to the Centre to receive the Services in accordance with this Agreement.

1.20 **Services** – The accommodation goods and services provided to the Resident by Carewest at the Centre as are described within this Agreement.

1.21 **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.

1.22 **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.*

1.23 **Trust Services** – Those Services specified in the Trust Agreement

2.0 BASIC SERVICES

2.1 Carewest will provide the following Services in accordance with the *Continuing Care Act*. Basic Services shall include the following:

- Accommodation Goods and Services is defined within the *Continuing Care Act*.
- 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 the Centre (Note: Not all special diets can be accommodated)
- Insured drugs and dressings as ordered by a Physician; and
- Other care services as available for the health and well-being of the Resident i.e., Occupational Therapy, Physiotherapy, Recreation Therapy, Registered Nurse, Licensed Practical Nurse, Psychologist and Social Work within the scope of funding provided by Assisted Living Alberta.

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) of how to arrange for additional services which may include dental, optical and podiatry care as needed.

2.4 The Resident is responsible for arranging and paying for transportation to and from non emergency medical appointments, tests, procedures, and other services outside of Carewest. This includes all associated transportation costs, such as taxi, accessible transportation, and ambulance or EMS stretcher services that are not assessed as medically required. In

emergency situations, transportation will be arranged by the Health Care Team. Carewest cannot determine or guarantee the hospital to which a Resident will be transported. Any ambulance or EMS charges not deemed medically necessary are the responsibility of the Resident.

2.5 The Health Information of a Resident is protected under the *"Health Information Act"*, the *"Protection of Privacy Act"* and the *"Access to Information Act"*, as applicable. Employees shall only disclose information in accordance with the aforementioned legislation. Carewest Health Information Management & Privacy department must be consulted for questions regarding disclosure of information to all third parties, and are available to support any other disclosures.

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

2.7 When, in the opinion of the Resident's Interdisciplinary Care Team, the Resident:

- can no longer be appropriately cared for at the 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 will consult with the Resident or Legal Representative and Transition Services to discuss the alternatives available, which may necessitate the need to move into an alternative care setting.

Carewest will provide the Resident or Legal Representative (Financial) with up to 30 calendar days' notice of any termination of service. The length of the notice period will depend on the circumstances and the outcomes of discussions between the Resident or Legal Representative, Transition Services, and Carewest.

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

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 Services and the applicable type of room occupied and complete the Carewest Agreement of Financial Responsibility agreement. See Appendix I.

- 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. Accommodation charges are set by the Government of Alberta. In the

event of an accommodation rate change by the Government of Alberta, a minimum of 30 calendar days' notice will be provide to residents currently residing in the facility. More information about accommodation charges can be found on the Government of Alberta website at https://www.alberta.ca/continuing-care-accommodation-charges

- Be responsible for all approved fees incurred by the Resident including but not limited to transportation i.e. taxi fare; Access Calgary, ambulance ride not assessed as medically required, transportation for recreation activities, Carewest transportation, 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 policies, procedures, rules and regulations 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 and maintaining tenant insurance on room/ personal 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 Health Shared 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 to the total days remaining in the month based on the date of admission. Laundry and cable charges are pro-rated based on either half month or full month depending on the admission date. See Appendix 2 for a copy of the PAD agreement ongoing and Appendix 3 for the one-time PAD.

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 and the scope of the Service provided under this Agreement.

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. Carewest makes every effort to process trust account refunds within 31 days of the resident becoming discharged or deceased. 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. Carewest policy states that the maximum amount of cash that can be held in an individual's Resident Trust Fund account is $500 per resident. For Resident Trust Fund accounts where Carewest is acting as an informal trustee, the maximum amount of cash that can be held in the account is $3,000 per resident. See Appendix 4 for the Trust Account Agreement.

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 Accommodation Fee 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 Carewest to maintain minimal balance in a trust account for resident incidentals.

3.13 The Resident or Legal Representative (Financial) is responsible for paying 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. Carewest reserves the right to terminate a resident's long-term care agreement when accommodation charges remain unpaid, and the resident has the financial capacity to satisfy those charges. Prior to any termination, Carewest will consider the resident's circumstances, undertake reasonable collection efforts, and comply with all applicable legislative, placement, and resident safety requirements.

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

3.16 The Resident or Legal Representative agrees to notify Carewest of personal contracts for services provided at the care center by non-Carewest staff, including Independent care

provider services.

3.17 The Resident or Legal Representative shall ensure that all of the Resident's personal furniture and belongings are removed from the room within 72 hours of discharge, unless other special arrangements are made with the Director of Care.

3.18 The Resident agrees to provide thirty (30) calendar days' notice of termination of this Agreement.

4.0 CAREWEST SITE REQUIREMENTS

4.1 The Resident or Legal Representative shall, on admission, notify the care center's Trust 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 center 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 Centers have designated smoking areas for Resident's use only. Outside of these designated areas, smoking is not allowed anywhere on Carewest property as we comply with both Municipal bylaws and Assisted Living Alberta policies. 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 Canadian Standards Association (CSA) approved, for the most current list please see the CSA website. Prior to use, the Client 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, interferes with staff's ability to provide care 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 A Resident and Family Handbook and associated information will be provided on admission and may also be found on Carewest.ca

5.0 RESIDENT ACKNOWLEDGEMENT

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

5.2 Carewest will exercise such reasonable care toward the Resident as her/his specific 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 By signing this Agreement, the Resident and/or their Substitute Decision-Maker agrees to receive resident and family surveys and general Carewest information by email. Personal information will be managed in accordance with applicable Alberta privacy legislation, and consent for non-essential communications may be withdrawn at any time

5.5 By signing this Agreement, the Client or alternate decision maker provides informed consent to admission to Carewest and to the provision of care and services as outlined in the client's individualized care plan. The client understands that consent is an ongoing process and that they retain the right to participate in care decisions and to refuse or withdraw consent for specific treatments or services, subject to applicable legislation and professional standards

5.5 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