

**WELLINGTON PARK PRIVATE CARE**

**Accommodation Agreement for Residential Care**

**Dated:**

|   |  |  |   |
|---|--|--|---|
| A. Service Provider   | SUPERIOR CARE GROUP Pty Ltd ABN 82 599 822 463 |  |   |
| B. Residential Facility   | Wellington Park Private Care                   |  |   |
| C. Resident   | Name   | Address                                      |   |
| D. Resident's Representative  | Name   | Address                                      |   |
| E. Date of Acceptance   |  | F. Bond Amount                               |   |
| G. Date Of Check-in   |  | H. Bond Retention Amount                     |   |
| <i>Note: Unpaid bond interest rate shall be as prescribed by the government from time to time and vary accordingly.</i> |  |  |   |
| I. Daily Fees   |  | J. Accommodation Charge Amount for High Care | As determined by Commonwealth Legislation |
| ACAT Type   | High / Low                                     | Accommodation                                | Funded                                    |

I understand that the service provider has agreed to provide me with accommodation and services as per this agreement only and

1. to charge such daily fees as are within this agreement, or permitted by legislation; and
2. to charge an accommodation bond amount and bond retentions as are within this agreement or;
3. to charge an accommodation charge amount as determined by Commonwealth legislation.

I understand that the daily fees are those prescribed at Item 'I' or as amended from time to time in accordance with this Agreement. I understand when I take residence in a Commonwealth funded place my daily fees will be determined by Commonwealth legislation.

I undertake to pay such fees and acknowledge that such fees are payable monthly in advance, **from the date of acceptance**. I understand that an amount will also be deducted from the accommodation bond, being the retention amount prescribed at Item 'H' and otherwise per Commonwealth legislation. **All fees are to be paid by direct debit only. (please complete details on the attached form).**

If an accommodation bond forms part of this agreement and the bond is not paid in full on the day of check-in, interest will be charged on the amount of bond outstanding. The interest rate is set at date of check-in, up to the maximum permissible interest rate set by the government.

**It has been strongly recommended that I obtain independent legal and financial advice** on this agreement as it is a legally binding document. I agree to seek my own independent advice to the extent I deem necessary to satisfy myself as to this agreement.

|   |  |             |             |
|---|--|-------------|-------------|
| <b>Signed by the Resident or by the Resident's Representative</b> |  | <b>Date</b> | ___/___/___ |
| <b>Signature of Witness</b>                                       |  | <b>Name</b> |             |
| <b>SIGNED by the Service Provider</b>                             |  | <b>Date</b> | ___/___/___ |
| <b>Signature of Witness</b>                                       |  | <b>Name</b> |             |

# Agreement Schedule for all Residents

## General Conditions

### RECITALS

- (A) We will provide aged accommodation and lifestyle services at the facility.
- (B) You wish to receive residential services and accommodation at the facility. We have agreed to provide that service.

### OPERATIVE PART

The parties agree that -

#### 1 DEFINITIONS OF WORDS USED

1.1 In this agreement -

'**Accommodation**' means the right to reside at the facility.

'**Act**' means the Aged Care Act 1997 for persons with ACAT Approvals,

'**Additional services**' means services not included as agreed standard services;

'**Service Provider**' means an entity who has been approved under the Act to provide residential care and whose name appears in Item **A** of the Particulars;

'**Agreement**' means this agreement;

'**Authorised body**' means a body that has been paid an advocacy or community visitors grant pursuant to Section 81.1 of the Act;

'**Representative of the Resident**' means the person named in Item **D** of the Particulars;

'**Check-in**' means the date you take up residence at the facility.

'**Charter of Residents Rights and Responsibilities**' means the rights and responsibilities as set out in this contract.

'**Date of acceptance**' means the date that you accepted an offer of residential care and is the date from which charges will commence;

'**Default Interest Rate**' means the rate prescribed by the Department of Health And Ageing from time to time, charged daily;

'**Facility**' means the residential facility named in Item **B** of the Particulars;

'**Item**' means an item in the Particulars;

'**Pensioner supplement**' means the sum provided by the Aged Care Act 1997 from time to time;

'**Residential service**' means an undertaking through which residential services of accommodation and catering, laundry (sheets etc) is given by us to you;

'**Rules and regulations**' mean those detailed operating policies made by us from time to time for the smooth running of the facility and which outline your responsibilities as a resident in the residential care service.

'**Services**' means the services prescribed in this agreement;

'**We, our, us**' means the Service Provider named in Item **A** of the Particulars;

'**You, your**' means the Resident described in the particulars above and where relevant includes the Residents Representative named in Item **D** of the Particulars.

#### 2 AGREEMENT TO PROVIDE RESIDENTIAL CARE

2.1 We agree to provide those services stated in the attachment titled Scope of Services, whilst you continue to pay the fees charged and abide by the remainder of the Agreement.

#### 3 PROVIDING INFORMATION TO THIRD PARTIES

3.1 In the circumstances that you wish to move from this facility, no information will be transferred unless you specifically instruct us to do so.

#### 4 CALCULATION OF RESIDENT'S FEES

4.1 The Particulars above advise the maximum daily amount of fees. This may be amended from time to time by Government legislation.

#### 5 PAYMENT OF RESIDENT'S FEES

5.1 You must pay to us the resident fees as prescribed in the Particulars, or as amended, as provided in the monthly invoice, within 7 days of invoice. Fees not paid by the due date will attract an interest charge in accordance with clause 19.

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- 5.2 If we provide to you services additional to those required for your level of care then additional fees may have to be paid by you. The cost of these will either be agreed in advance or reflect a reasonable cost for the service.
- 5.3 When you enter into a Commonwealth funded place you agree that any accommodation bond or periodic payment arrangement previously in effect shall continue. If a resident has previously paid a bond in full and then moves to our service within 28 days, the bond is transferred. A resident cannot be asked to pay a bond that is higher than the amount refunded by the first aged care service, unless there is a gap of more than 28 days between leaving the first home and entering this home. In this situation, only the balance of the five year bond retention period will carry over.

### **6 TERMINATION BY YOU**

- 6.1 This agreement may be terminated by you by giving not less than 28 days notice in writing to us.

### **7 TERMINATION BY US**

- 7.1 We may terminate this agreement and ask you to leave the facility if
- 7.1.1 The facility no longer provides accommodation and care suitable to your needs and level of dependence.
  - 7.1.2 You have failed to pay any agreed fee within forty-two (42) days of the due date, or whilst in Priority Placement, within 28 days of the due date.
  - 7.1.3 You repeatedly breach the Facility's Rules and Regulations pursuant to clause 13 of the agreement.
  - 7.1.4 You have intentionally caused:
    - 7.1.4.1 serious damage to the facility or any property in the facility; or
    - 7.1.4.2 serious injury to our staff or other residents;

### **8 HOW WE MUST TERMINATE**

- 8.1 If we decide to terminate this agreement for any of the reasons set out in clause 7 we must first give you written notice setting out:
- 8.1.1 the decision to require you to leave the facility;
  - 8.1.2 the reasons for the decision;
  - 8.1.3 when we require you to leave the facility;
- 8.2 If, before you leave the facility:
- 8.2.1 the reasons for the decision to require you to leave were based on your behaviour; and
  - 8.2.2 we agree with you that, because of a change in your behaviour, you are at liberty to stay; we must give you notice stating that you are no longer required to leave.
- 8.3 If we terminate this agreement pursuant to clause 7 we must give you at least seven (7) clear days notice to vacate the facility, unless you are an immediate danger to the health and safety of another person.

### **9 NOTICES**

- 9.1 Any notice or other written communication required under this agreement may be given to you or your representative.

### **10 SECURITY OF PLACE**

- 10.1 We will not allocate your place to another person unless:
- 10.1.1 you provide twenty -eight (28) days notice in writing to us, that you wish to move to another facility; or
  - 10.1.2 you provide twenty -eight (28) days notice in writing to us, that you no longer wish to receive the care; or
  - 10.1.3 we have terminated the agreement per clause 7; or
  - 10.1.4 we consider you have abandoned your place due to an extended absence from the facility.

### **11 OUR RIGHTS AND RESPONSIBILITIES**

- 11.1 We must act in a manner consistent with the Charter of Residents Rights and Responsibilities.

### **12 ACCESS**

- 12.1 If you or your representative has asked a person acting for you to assist you, we must allow that person to have access to the residential care service at any time.
- 12.2 If you or your representative has asked a person acting for an Authorised body to assist you, we must allow that person to have access to residential care service during normal business hours or if you or your representative has asked a person acting for the authorised body to assist you - at any time.

### **13 RULES AND REGULATIONS OF THE FACILITY**

- 13.1 We will make Rules and Regulations for the smooth running of the facility but it is agreed that:
- 13.1.1 To the extent that the Rules and Regulations of the facility are consistent with this agreement both of us will

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abide by them.

13.1.2 If you breach the Rules and Regulations of the Facility as they exist from time to time, we may choose to provide a written warning of breach to you. If you breach the Rules and Regulations of the Facility again, we may choose to terminate this agreement pursuant to clause 7.

13.1.3 We will bring to your attention any change in the Rules and Regulations from time to time and they will not come into effect without 14 days notice.

### 14 VARIATION

14.1 This agreement may be varied by mutual consent.

14.2 This agreement will be varied where an amendment of Commonwealth legislation renders a term of this agreement inconsistent, to the extent required to make the agreement consistent with legislation.

### 15 DISPUTE RESOLUTION

15.1 We are obliged to attempt to resolve any dispute between us.

15.2 If you are not satisfied with a decision concerning services provided under this agreement you must raise your concern with the Centre Manager.

15.3 If your concern remains unresolved you must raise it with the Executive Officer.

15.4 If your concern remains unresolved you may raise it with the Licensee.

15.5 This process does not limit your right to pursue your concern through other avenues.

### 16 LEAVE

16.1 You may take leave from the facility for any reason and whenever required provided that you notify us before taking such leave.

16.2 Where temporary leave is taken by you, each day shall be treated as occupancy for the purposes of this agreement this means that you will still be charged daily fees.

16.3 Leave may only be taken in accordance with the *Aged Care Act 1997*. Where leave is taken otherwise in accordance the Act we may write to you and advise you that we consider you have abandoned your place and that we are exercising our right to terminate the agreement.

### 17 POWER OF ATTORNEY

17.1 Where this agreement is executed by a person as attorney or agent for you, that person warrants that he or she or they have authority to do so and will deliver to us at the time you deliver the executed agreement a copy of an Enduring Power of Attorney evidencing this authority.

### 18 SPECIAL CONDITIONS

18.1 Special Conditions as per section 4 of this agreement.

### 19 DEFAULT INTEREST

19.1 For the purpose of invoicing, fees are charged at the start of each calendar month and daily care fees are payable in advance for each month. Where a resident's fees are in arrears for 7 days, interest will be charged from the day after in accordance with the prescribed maximum interest as declared by the Government from time to time, ending when the amount is paid and this will become a debt payable to us in addition to outstanding care fees and expenses.

19.2 Interest will be charged on an unpaid bond amount from the date of Check-in at the rate prescribed in the agreement.

### 20 RELOCATION OR EVACUATION IN EMERGENCY SITUATIONS

20.1 You agree that in the event of an emergency that requires evacuation, to be temporarily relocated to appropriate alternative accommodation. In an emergency situation any decision to relocate or evacuate is the responsibility of the approved provider to ensure a safe and secure environment for residents. The approved provider will remain responsible for the ongoing care of the resident

### 21 AIR CONDITIONING

The following are the terms and conditions governing the use of private air-conditioning units in resident's rooms.

21.1 Where a resident checks into a room with an existing air-conditioning unit, the resident can choose to use the unit by entering into an air-conditioning agreement.

21.2 The maintenance, cleaning, repairs and any other ongoing work to the air conditioning unit shall be at the sole cost of the Approved Provider.

21.3 Where the resident installs their own air-conditioning unit all costs will be the sole responsibility of the resident, including installing the electricity supply to the air conditioning unit, maintenance, cleaning, repairs and any other on-going work to the air conditioning unit.

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- 21.4 The cost of electricity to use the air-conditioning unit shall be at the sole cost of the resident. The prescribed electricity charge will be billed monthly in arrears for the months of October to March inclusive and may be amended from time to time to reflect changes in the Approved Provider's bulk electricity pricing. There is no cost to operate the air-conditioning unit between April and September.
- 21.5 The resident will have unlimited use of the air conditioner in their room.

### **22 PRIVATE PHONE / INTERNET**

The following are the terms and conditions governing the use of a private phone or internet in resident's rooms.

- 22.1 Where a resident checks into a room with an existing phone or internet, the resident WILL BE DEEMED TO ACCEPT THE APPROVED PROVIDER'S TERMS OF SERVICE BY USING THE SERVICE. THE TERMS OF SERVICE AND PRICING ARE AVAILABLE ON REQUEST.
- 22.2 The maintenance, repairs and any other ongoing work to the phone or internet connection shall be at the sole cost of the Approved Provider.
- 22.3 Where the resident installs their own phone or internet, all costs will be the sole responsibility of the resident, including installation, maintenance, repairs and any other on-going work.
- 22.4 If the resident transfers rooms, the cost to transfer the phone or internet will be at the sole cost of the resident.
- 22.5 The cost to use the phone or internet will be the sole cost of the resident. The charge will be billed monthly in arrears for the months used.

## Rules And Regulations

- Residents, staff and the Service Provider are to be respectful in their dealings with each other.
- Each resident will conduct themselves in a way that allows each other resident their respective rights under the Charter of Residents' Rights and Responsibilities as detailed below.
- Residents may not engage in activities that is a danger to them, is intimidating or endangers other residents or staff or causes damage to property.
- Smoking is prohibited on the Facility and surrounding premises.
- The consumption of alcohol is to be in moderation and be consistent with doctor's advice.
- Any and all absences from the facility are to be notified to the person in charge, prior to departure.

## Charter Of Residents' Rights And Responsibilities

- A. Each resident of a residential care service has the right:
- to full and effective use of his or her personal, civil, legal and consumer rights
  - to quality care appropriate to his or her needs
  - to full information about his or her own state of health and about available treatments
  - to be treated with dignity and respect, and to live without exploitation, abuse or neglect
  - to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation
  - to personal privacy
  - to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction
  - to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect
  - to continue his or her cultural and religious practices, and to keep the language of his or her choice, without discrimination
  - to select and maintain social and personal relationships with anyone else without fear, criticism or restriction
  - to freedom of speech
  - to maintain his or her personal independence
  - to accept personal responsibility for his or her own actions and choices, even though these may involve an element of risk, because the resident has the right to accept the risk and not to have the risk used as a ground for preventing or restricting his or her actions and choices
  - to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions
  - to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service
  - to have access to services and activities available generally in the community
  - to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential service
  - to have access to information about his or her rights, care, accommodation and any other information that relates to the resident personally
  - to complain and to take action to resolve disputes
  - to have access to advocates and other avenues of redress
  - to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights
- B. Each resident of a residential care service has the responsibility:
- to respect the rights and needs of other people within the residential care service, and to respect the needs of the residential care service community as a whole
  - to respect the rights of staff and the proprietor to work in an environment free from harassment
  - to care for his or her own health, personal hygiene and well-being as best as possible,
  - to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and current state of health.
  - To keep their personal area and self in a manner acceptable to management and the Community in general, as best as is possible

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### Scope of Services (in accordance with the Commonwealth Residential Care Manual)

#### PART 1 - HOTEL SERVICES - PROVIDED FOR ALL RESIDENTS WHO NEED THEM

| Col.1<br>Item | Column 2<br>Service                     | Column 3<br>Content  |
|---------------|---|--|
| 1.1           | Administration                          | <p>General operation of the residential care service, including resident documentation</p> <p>A resident may be charged for storage fees of belongings or furniture not collected within 7 days of departure.</p>  |
| 1.2           | Maintenance of buildings and grounds    | <p>Adequately maintained buildings and grounds</p> <p>A resident may be charged for repairs and replacements necessary because of deliberate damage caused by the resident including residents with special needs. The Approved Provider may make a deduction from any refundable bond amount or credit balance after the resident ceases care based on the reasonable cost to reinstate the damage.</p> |
| 1.3           | Accommodation                           | <p>The costs paid are inclusive of the costs of-</p> <ul style="list-style-type: none"> <li>• Electricity (excluding air conditioning)</li> </ul> <p>A resident may be charged for inspection of personal electrical equipment for occupational health and safety purposes. However the resident can choose who performs the inspection.</p>   |
| 1.4           | Furnishings                             | <p>Bed, bedside table, built in wardrobes, a chair to meet resident needs.</p>   |
| 1.5           | Bedding                                 | <p>Standard Bed linen for a single bed, absorbent or waterproof sheeting.</p> <p>(excluding doonas, boomerang pillows or cushions),</p>  |
| 1.6           | Cleaning services, goods and facilities | <p>Cleanliness and tidiness of the entire external environment of the residential service, and the resident's personal area.</p>   |
| 1.7           | Waste disposal                          | <p>Safe disposal of organic and inorganic waste material</p>   |
| 1.8           | General laundry                         | <p>Changes of bed linen and towels as needed.</p> <p>Includes all personal laundry</p> <p>Excludes cleaning of clothing or items requiring dry cleaning or another special cleaning process.</p>   |
| 1.9           | Toiletry goods                          | <p>Bath towels, face washers ,soap and toilet paper</p> <p>A resident may be charged for alternative items as per the resident's personal choice to those provided by the service.</p>   |
| 1.10          | Meals and refreshments                  | <p>(a) Meals of adequate variety, quality and quantity for each resident, served each day at times generally acceptable to both residents and management.</p> <p>(b) Food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice</p> <p>(c) Special dietary requirements</p>   |
| 1.11          | Resident social activities              | <p>Programs to encourage residents to take part in social activities that promote and protect their dignity; and to take part in community life outside the residential care service.</p> <p>A resident may be charged for outing costs – for example, transport costs, entry fees and food.</p>   |
| 1.12          | Emergency assistance                    | <p>At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance</p>  |

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### PART 2 - CARE SERVICES - PROVIDED FOR ALL RESIDENTS WHO NEED THEM

| Item | Care or Service  | Content  |
|------|--|--|
| 2.1  | Daily living activities assistance                             | <p>Personal assistance for daily living functions:</p> <ul style="list-style-type: none"> <li>• personal hygiene;</li> <li>• maintaining continence and continence management</li> <li>• eating meals;</li> <li>• dressing and undressing;</li> <li>• mobility;</li> <li>• Communication, including addressing difficulties arising from impaired hearing, speech or lack of common language and vision impairment. (personal aides are provided by the resident)</li> <li>• <i>Excludes hairdressing.</i></li> </ul>  |
| 2.2  | Meals and refreshments   | Provision of a special diet not normally provided.   |
| 2.3  | Emotional support  | <p>Emotional support to, and supervision of, residents.</p> <p>If required, the resident may be asked to pay for professional counselling services.</p>  |
| 2.4  | Treatments and procedures- basic only                          | <p>Standard basic type treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a resident's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, subject to requirements of State or Territory law</p> <p>A resident may be charged for:</p> <ul style="list-style-type: none"> <li>• The cost of medications and other pharmaceutical items</li> <li>• A different medication administration system to the one used in the service</li> </ul> <p>For Low care residents, the cost of any dressing or equipment required for the treatment or procedure.</p> |
| 2.5  | Recreational therapy   | <p>Recreational activities suited to residents, participation in the activities, and communal recreational equipment.</p> <p>A resident may be charged for outing costs – for example, transport costs, entry fees and food.</p>   |
| 2.6  | Rehabilitation support   | Individual therapy programs designed by health professionals that are aimed at maintaining or restoring a resident's ability to perform daily tasks for him or herself, or assisting residents to arrange access to such programs.   |
| 2.7  | Assistance in obtaining health practitioner services           | Assistance with arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit residents. Payment for some professional services by us will be made in accordance with legislative requirements.   |
| 2.8  | Assistance in obtaining access to specialised therapy services | Assistance with arrangements for speech therapy, podiatry, occupational or physiotherapy. Payment for some professional services by us will be made in accordance with legislative requirements  |
| 2.9  | Support for residents with cognitive impairment                | Individual attention and support to residents with cognitive impairment (eg dementia, and other behavioural disorders), including individual therapy activities and specific programs designed and carried out to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such residents and ongoing support (including specific encouragement) to motivate or enable such residents to take part in general activities of the residential care service  |

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### PART 3 - CARE AND SERVICES –

#### PROVIDED FOR ALL HIGH CARE RESIDENTS WHO NEED THEM

#### OPTIONAL TO LOW CARE RESIDENTS AT ADDITIONAL COST

| Item | Care or Service  | Content  |
|------|--|--|
| 3.1  | Furnishings  | Over bed tables  |
| 3.2  | Bedding materials  | Bed rails, incontinence sheets, restrainers, ripple mattresses, sheepskins, tri-pillows, and water and air mattresses appropriate to each resident's condition.  |
| 3.3  | Toiletry goods   | Sanitary pads, tissues, toothpaste, denture cleaning preparations, shampoo and conditioner, and talcum powder.   |
| 3.4  | Goods to assist residents move                             | Crutches, quadrupled walkers, walking frames, walking sticks, wheelchairs. <i>Excludes motorised wheelchairs and custom made aids.</i><br>A resident may be charged for custom made aids specifically made for a resident and only for the use of that resident.   |
| 3.5  | Goods to assist staff to move residents                    | Mechanical devices for lifting residents, stretchers, trolleys.  |
| 3.6  | Goods to assist with toileting and incontinence management | Absorbent aids, commode chairs, disposable bed pans and urinal covers, disposable pads, over toilet chairs, shower chairs and urodomes. Catheter and urinary drainage applications, disposable enemas.   |
| 3.7  | Basic medical and pharmaceutical supplies and equipment    | Analgesia, anti-nausea agents, bandages, creams, dressings, laxatives and aperients, mouthwashes, ointments, saline, skin emollients, swabs and urinary alkalisng agents.<br><i>Excludes any goods prescribed by a health practitioner for a particular resident and used only by that resident.</i>   |
| 3.8  | Nursing services   | Nursing services carried out by a registered nurse or other professional appropriate to the service.   |
| 3.10 | Medications  | Storage & dispensing of medications, subject to requirements of State or Territory laws  |
| 3.11 | Therapy services   | Including recreational, speech therapy, podiatry, occupational, physiotherapy as maintenance therapy or intensive interventions on a temporary basis that is designed to allow residents to reach a level of independence at which maintenance therapy will meet their needs.<br>Excludes intensive, long term rehabilitation services required following for example, serious illness or injury, surgery or trauma. |
| 3.12 | Oxygen and oxygen equipment                                | Oxygen and oxygen equipment needed on a short-term, episodic or emergency basis. (cylinder oxygen is very expensive and will not be funded where the resident's need can be met by an oxygen concentrator). The Department provides assistance for both High and Low care residents .  |

### Section 4 Special Conditions

- 4.1 Residents may furnish their own accommodation. However, for occupational health and safety requirements, the furnishings must have prior approval.

**Insert other Special Conditions HERE:**

## WELLINGTON PARK PRIVATE CARE

### 1.1 RE: OUTLINE OF CHARGES AND SECURITIES FOR RESIDENTIAL CARE SERVICES

Wellington Park Private Care ("Wellington Park") is an approved aged care provider that cares for residents assessed by the Aged Care Assessment Team (ACAT) as requiring permanent high or low residential care.

In addition to Commonwealth funding, Wellington Park funds its services through several kinds of charges and securities obtained from the resident during their stay:

1. Accommodation payment (either by way of *accommodation bond* or *accommodation charge*);
2. Monthly retention amount;
3. Daily fees (daily care fee).

These items are explained below in further detail and are highlighted in *italics* throughout the document along with other important terms.

#### **ACCOMMODATION PAYMENTS**

##### ***Accommodation bond***

Upon entering Wellington Park a resident may be required to provide an *accommodation bond* amount as set from time to time if:

- they do not have a current ACAT assessment, or have a low care ACAT assessment; or
- they are entering high care after having previously paid an accommodation bond in low care either at another facility or at Wellington Park (in this scenario the maximum bond amount is the balance brought from the previous care facility).

This bond is refunded when the resident leaves Wellington Park (less any bond amounts deducted or other amounts – see below). The accommodation bond must be paid to Wellington Park by the close of business on the day of checking-in to avoid an interest charge.

The resident may choose to pay the *accommodation bond* as

- a lump sum; or
- monthly *periodic payments* in advance; or
- a combination of both.

If the resident is unable to pay the accommodation bond immediately, or chooses not to for financial planning reasons, then a *periodic payment* is charged. If a resident elects to pay their accommodation bond as a lump sum, late payment of that bond will also attract an interest charge from the day of check-in.

*Periodic payments* are regular payments of an amount equivalent to a commercial interest charge on the unpaid *accommodation bond* – the "*unpaid bond amount*" and the government approved *retention amount*. The interest rate the government and may be varied from time to time to reflect at all times the Default Maximum Interest Rate as defined by the Department of Ageing. This is similar to Wellington Park lending the unpaid bond amount to the resident for the duration of the resident's stay and charging interest on that loan. **The *unpaid bond amount interest charge and the retention amount* (see below) are payable from the date of check-in at Wellington Park.**

***Periodic payments are not payments of the unpaid bond amount by instalments* and are therefore **not** refundable.**

The resident will be charged the full *retention amount* for a part month upon departure from the home. Interest on the unpaid bond amount will be charged only for the days spent in the accommodation.

*Periodic payments* can only include a retention component for a maximum of 60 months (five years). For the remainder of the resident's period in care, the *periodic payment* will only be the interest charged on the *unpaid bond amount*.

The formula for calculating the amount of the *periodic payments* for the first five years is (rounded to the nearest cent) –

$$\frac{(\text{unpaid bond amount} \times \text{interest rate} \%) + (12 \times \text{monthly retention amount})}{\text{number of periodic payments in the year}}$$

After five years, the payment would be calculated only on the interest payable on the *unpaid bond amount*.

##### **Accommodation charge**

The resident will be required to pay a daily accommodation charge instead of an accommodation bond if:

- they enter residential care for the first time as a high care recipient; or
- they enter Wellington Park as a high care recipient and have not previously paid an accommodation bond.

The accommodation charge is indexed by government declaration, however the rate paid by the resident does not change during the residency, and new rates will only affect future residents.

The accommodation charge is payable by the resident limited to a maximum period of five years.

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### **RETENTION AMOUNTS**

Commonwealth legislation permits approved aged care providers to withhold a monthly *retention amount* from the *accommodation bond*. The *retention amount* is prescribed by the Department at the time of checking-in.

The *retention amount* is fixed at the check-in and does not vary while the resident lives in the home; except that once the five year limit is reached no further *retention amount* is deducted from the *accommodation bond*. For example, if the resident moves to another care provider, *retention amounts* already paid cannot be charged again.

*Retention amounts* and *periodic payments* commence on the day of check-in. Charges are calculated on a monthly basis only.

### **DAILY FEES**

*Daily Fees* are charged to the resident and are a contribution towards the resident's daily living costs. *Daily Fees* are charged one month in advance. If a resident ceases their residence, any fees paid in advance are refunded.

### **Daily Care Fee**

All residents pay a daily care fee. Commonwealth legislation states residents who pay a bond in excess of the prescribed *accommodation bond* amount are not eligible for a pensioner supplement. This is not dependent on receipt of a pension payment but is determined by the *accommodation bond* amount.

### **TAX OFFSET FOR AGED CARE COSTS**

Some aged care fees are considered private health expenditure under Australian tax law and may entitle a taxpayer to a tax offset where the taxpayer spends in excess of \$1500 in total health expenditure for a tax year. Please consult your financial advisor for further information.

### **REFUNDING THE ACCOMMODATION BOND**

The *accommodation bond* balance will be refunded upon the resident's departure from the service, less *retention amounts* payable and unpaid fees or charges. If the resident moves to another service, the *accommodation bond* balance will be refunded on the day the resident leaves the service, provided the management have been notified of the move 7 days prior departure or will be refunded within 7 days of departure if notification is not given.

The *accommodation bond* balance will be refunded within 14 days of leaving the service, where the resident is not transferring to another service.

Before refunding the *accommodation bond* held by Wellington Park, deductions will be made and may include:

- *retention amounts*;
- amounts owed to the home under the resident agreement; and
- interest on amounts owed to the home under an *accommodation bond* agreement. (eg. Interest on overdue fees, or overdue periodic payments).

The Department of Health and Aged Care determines the maximum permissible interest rate which the resident will be asked to pay on:

- lump sum *accommodation bonds*, which are paid after the due dates – including *bonds*, which are unpaid at the time of departure from the home;.
- *periodic payments* for *unpaid accommodation bond*;
- amounts owed – which maybe deducted from the *accommodation bond* balance; and
- in situations where amounts are owed because the resident leaves the home within 2 months of admission.

Application for placement within Wellington Park Private Care requires the completion of both the 'Application for Admission' package and the 'User Agreement for Residential Care' package included. Incomplete forms will delay the processing of your application.

WELLINGTON PARK PRIVATE CARE

**Direct Debit Request – Authority**

I/We request you Superior Care Group Pty Ltd (User ID 312843) to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to the schedule specified below.

Name

Address

Name and Branch of Financial Institution

BSB No.

Account Number

Commencing [immediately / on \_\_\_\_\_ ] (delete one)

please debit the invoiced balance from the above account each month.

Signature(s)

If debiting from a joint bank account, both signatures are required

Date

## WELLINGTON PARK PRIVATE CARE

### (i) Customer Direct Debit Request – Service Agreement

#### Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Superior Care Group Pty Ltd (User ID 312843) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

#### Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for residential care fees, periodic interest payments, and other incidental costs incurred by us on behalf of the care recipient.

#### Drawing arrangements

- We bill monthly in advance for daily care fees, and retrospectively for periodic interest charges and reimbursement of direct costs (pharmacy, newspapers etc). Invoices are issued at the start of each month.
- Drawings under this Direct Debit arrangement will normally occur 7 calendar days after the invoices have been issued i.e. 7 calendar days into the month. Please use this period to resolve any queries with the invoice.
- On the specified day we will Direct Debit your account for the amount stated on the invoice unless otherwise agreed.
- If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the scheduled drawing date.
- We will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made. This notice will state any changes to the initial terms.
- If you wish to discuss any changes to the initial terms please contact our Accounts division, on telephone (07) 3822 6761.

#### Your rights

#### Changes to the arrangement

If you want to make changes to the drawing arrangements, contact this office. These changes may include:

- amending the account details to be drawn; or
- suspending the DDR; or
- cancelling the DDR completely.

#### Enquiries

Direct all enquiries to us, rather than to your financial institution. We promise to promptly rectify any mistakes in the billing process

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

#### Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our Accounts Division on telephone (07) 3822 6761.
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.
- If you do not receive a satisfactory response from Us to your dispute, contact your financial institution who will respond to you with answer to your claim:
  - within seven business days (for claims lodged within 12 months of the disputed drawing); or
  - within 30 business days (for claims lodged more than 12 months after the disputed drawing).

#### Your commitment to us

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, we will contact you by telephone immediately to verify the reason for this error. Any transaction fees payable by us in respect of the above will be recoverable from you if it is due to insufficient funds or erroneous Direct Debit information.