

PROVIDER: Stretton Park Hostel Inc., Maffra

- and -

Resident:

RESPIRE CARE AGREEMENT

Care Facility: Stretton Park Hostel



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Melbourne 3000

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DX 494 Melbourne
Ref: WHL.688960

THIS AGREEMENT is made on the date specified in Item 1 of Schedule One to this agreement

BETWEEN The organisation named in Item 2 of Schedule One
 ("**the Provider**")

AND The person named in Item 3 of Schedule One
 ("**the Resident**")

RECITALS

- A The Provider owns and operates the Care Facility described in Item 4 of Schedule One ("**the Care Facility**").
- B The Resident wishes to be accommodated in the Care Facility as a respite care resident and the Provider has agreed to so accommodate the Resident subject to the terms and conditions of this agreement.
- C This agreement is entered into pursuant to the Act.

THE PARTIES AGREE as follows:-

1 Definitions

- 1.1 "**Act**" means the Aged Care Act 1997 (Commonwealth) as amended from time to time including all regulations and Principles made pursuant to the Act;
- 1.2 "**Agreed Date of Entry**" means the date agreed by the parties as the date for the Resident to enter the Care Facility;
- 1.3 "**Common Areas**" and "**Common Facilities**" means those areas and facilities of the Care Facility set aside by the Provider for the common use and enjoyment of residents of the Care Facility;
- 1.4 "**High Classification Level**" means a level of residential care between classification levels 1 and 4 (both inclusive) under the Act;
- 1.5 "**Low Classification Level**" means a level of residential care between classification levels 5 and 8 (both inclusive) under the Act;

1.6 **"Resident Fees"** means fees payable to the Provider on a periodic and continuing basis for the provision of accommodation and care;

1.7 **"Respite care resident"** means a person eligible under the Act to occupy a respite care place for the purposes of receiving respite care services.

2 **Accommodation**

The Provider on the application of the Resident hereby agrees to accommodate the Resident in a bed or room in the Care Facility allotted by the Provider and agrees that the Resident may also use the Common Areas and Common Facilities subject to the terms and conditions of this agreement.

3 **Agreed Date of Entry**

The Agreed Date of Entry of the Resident into the Care Facility shall be the date specified in Item 6 of Schedule One.

4 **Services and accommodation**

The Provider hereby agrees with the Resident that it will provide respite care and accommodation services as prescribed under the Act from time to time. As at the date of this agreement, the services to be provided, as required, to any resident accorded a Low Classification Level or a High Classification Level are detailed in Schedule Two. If the Resident is accorded a High Classification Level the services to be provided will also include those services detailed in Schedule Three if required.

5 **Resident Fees**

5.1 The Resident agrees to pay the Provider Resident Fees for the Resident's accommodation in the Care Facility during the Resident's period of accommodation.

5.2 The Resident Fees shall be calculated in accordance with Schedule Four. Unless otherwise advised by notice in writing to the Resident, the fees are payable weekly in advance, the first payment to be made on the date set out in Schedule Four.

5.3 The Resident Fees payable on the Agreed Date of Entry are set out in Schedule Four.

6 **Booking fee**

- 6.1 A booking fee ("**the booking fee**") must be paid by the Resident on the date of this agreement. The booking fee shall be an amount being the lesser of:-
- 6.1.1 Resident Fees for one week.
or 25% of the fee for the entire stay
- 6.2 The booking fee must be applied in reduction of the Resident Fees of the Resident.
- 6.3 Subject to clause 6.4, the booking fee must be refunded if:-
- 6.3.1 the Resident enters hospital or dies before entering the Care Facility;
or
- 6.3.2 the Resident enters hospital or dies after entering the Care Facility but before the end of the booked period; or
- 6.3.3 the Provider requires the Resident to leave the Care Facility before the end of the booked period; or
- 6.3.4 the Resident, within 14 days of signing this agreement ends this agreement by notice in writing to the Provider.
- 6.4 If the Resident leaves the Care Facility in accordance with subclause 6.3.2, 6.3.3 or 6.3.4 and if:-
- 6.4.1 the Resident Fees payable for the period in which the Resident occupied the respite care place in the Care Facility are less than the booking fee, then the Provider may deduct the outstanding Resident Fees from the booking fee; or
- 6.4.2 the Resident Fees payable for the period in which the Resident occupied the respite care place in the Care Facility are more than the booking fee, then the Provider may apply the booking fee towards any outstanding Resident Fees and recover the balance of outstanding Resident Fees from the Resident.

6.5 If a Resident chooses to leave the Care Facility before the end of the booked period (other than in accordance with subclause 6.3.4) the whole or part of the Resident Fees for the unused part of the booked period may be taken from the booking fee.

7 Termination

- 7.1 The Resident's right of occupation shall cease in the following circumstances:-
- 7.1.1 Upon the expiration of the term specified in Item 5 of Schedule One;
 - 7.1.2 On the death or hospitalisation of the Resident prior to the expiration of the term specified in Item 5 of Schedule One;
 - 7.1.3 If the Care Facility is closing;
 - 7.1.4 If two qualified medical practitioners (one appointed by the Resident and the other by the Commonwealth Aged Care Assessment Team) certify in writing that by reason of illness, infirmity or any other cause, the type of Care provided by the Provider in the Care Facility is insufficient or the Resident needs care of a kind not available at the Care Facility; or
 - 7.1.5 Upon the expiration of 7 days after the date upon which the Resident gives written notice to the Provider of the Resident's intention to terminate this agreement.
- 7.2 The Provider must not take action under clauses 7.1.3 or 7.1.4 before ensuring that there is available suitable and affordable alternative accommodation which meets the Resident's needs as assessed in accordance with the Act.
- 7.3 Upon termination of this agreement the Resident shall:-
- 7.3.1 immediately deliver up to the Provider, all keys to the accommodation occupied by the Resident, and any other property of the Provider in the possession or control of the Resident; and
 - 7.3.2 be liable for the costs of cleaning and if necessary reinstating the Resident's room to its original state, fair wear and tear excepted.

7.4 Nothing in this clause shall affect the Provider's right of action against the Resident in respect of any past breach of the terms of this agreement.

8 Notice

Any notice required to be served under this Agreement shall be sufficiently served if in the case of the Provider it is posted to the address of the Provider as provided in Schedule One by prepaid post or left at the address of the Provider shown in Schedule One. In the case of the Resident, the notice shall be sufficiently served if posted by prepaid post to the Resident's address as provided in Schedule One or left at the Care Facility addressed to the Resident. In all cases the party concerned shall be deemed to have been served forty-eight hours after the posting or delivery.

9 Costs

The Resident must bear all costs, charges and expenses which the Provider may reasonably incur or expend as a result of any breach or default by the Resident of any condition of this agreement.

10 Rules and Regulations

The rules and regulations of the Care Facility are set out in Schedule Five to this Agreement.

11 Charter of Resident's Rights and Responsibilities

The Resident and the Provider must each observe the Charter of Resident's Rights and Responsibilities as set out in Schedule Six to this agreement.

12 Resident's complaints

The Provider and the Resident will address complaints made by or on behalf of the Resident in the manner set out in Schedule Seven.

13 Variation of agreement

This agreement may be varied in writing by mutual consent between the parties following adequate consultation. However, this agreement will be deemed to have been varied to accord with any amendment to the Act from time to time, whether as to the calculation of financial entitlements, or to the rights and obligations of the Resident and the Provider under this agreement.

14 **Void provisions**

If any one or more of the provisions of this agreement is held to be illegal, void or voidable at the option of the Resident, such provisions shall be severed from the remaining provisions which shall remain binding and enforceable against the Resident.

15 **Applicable law**

This agreement shall be governed by and construed in accordance with the laws of the State of Victoria.

EXECUTED as an agreement.

SIGNED for by or on behalf of **THE RESIDENT**)
in the presence of:)

In the Presence of Witness:

SIGNED for **THE RESIDENT** by his/her duly)
appointed Attorney)
)
who certifies that he/she has received no notice)
of revocation of the Power of Attorney dated)
)
)
)

in the presence of:

Witness:.....

SIGNED for and on behalf of the Provider by its)
Manager/Chief Executive Officer)
)
.....
(CARE MANAGER)

In the presence of Witness:

SCHEDULE ONE**Item no.**

1 Date of agreement:

2 Provider: Stretton Park Hostel Inc.

3 Resident:

4 Care Facility: Stretton Park Hostel, Maffra
Situated at Kent Street, Maffra, 3860

5 Period of accommodation: from
to

6 Agreed Date of Entry: The day of , 2013.

SCHEDULE TWO

Care or service

Content

1 Assistance in activities of daily living

Personal assistance, including individual attention, individual supervision and physical assistance with:

- 1.1 bathing, showering, personal hygiene and grooming;
- 1.2 maintaining continence or managing incontinence, and the use of aids and appliances designed to assist continence management;
- 1.3 eating, use of eating utensils and eating aids (including actual feeding where necessary) and the provision of eating aids;
- 1.4 dressing, undressing, and the use and provision of dressing aids;
- 1.5 moving, walking, wheelchair use and the use of devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids;
- 1.6 communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including the fitting of sensory communication aids) and checking hearing aid batteries and cleaning spectacles;

but excludes hairdressing.

2 Meals and refreshments

Special diets not normally provided by other care facilities.

- | | | |
|---|---|--|
| 3 | Emotional support to, and supervision of residents | Emotional support to and supervision of the residents. |
| 4 | Treatments or procedures | 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, as necessary, subject to requirements of State or Territory legislation. |
| 5 | Recreational therapy | Recreational activities suited to residents, assistance with participation in those activities and the provision of communal recreational equipment. |
| 6 | Rehabilitation support | The provision of, and assistance with, individual therapy programs designed by health professionals, aimed at maintaining or restoring a resident's ability to perform daily tasks for him or herself, or assistance to obtain access to such support. |
| 7 | Assistance in obtaining health practitioner services | Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit residents, whether the arrangements are made by the residents, relatives of the resident, or other persons representing the resident's interests, or are made direct with a health practitioner. |
| 8 | Assistance in obtaining access to specialised therapy services | Making arrangements for speech therapy, podiatry, occupational or physiotherapy practitioners to visit residents whether the arrangements are made by the resident, relatives or other persons representing the resident's interest. |

9 **Support for people with cognitive impairment**

Individual attention and support to residents with cognitive impairment (eg. dementia and other behavioural disorders). This would include 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 a resident to participate in general facility activities.

ACCOMMODATION SERVICES

	<u>Care or Service</u>	<u>Content</u>
1	Administration	General operation of the Care Facility including maintenance of resident documentation.
2	Maintenance of all buildings and grounds	Adequately maintained buildings and grounds.
3	Accommodation	Utilities such as electricity and water.
4	Furnishings	Except where a resident chooses to provide them: Bedside lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, resident wardrobe space, towel rails.
5	Bedding	Beds and mattresses, bed linen, blankets and absorbent or waterproof sheeting.
6	Cleaning services, goods and facilities	Maintain cleanliness and tidiness of the Care Facility. However, this excludes a resident's personal area where he or she chooses and is able to maintain it himself or herself.
7	Waste disposal	Safe disposal of organic and inorganic waste material.
8	General laundry	Provision of heavy laundry facilities and services, the provision of personal laundry services, including laundering of clothing that can be machine washed. However, this excludes cleaning of clothing that requires dry cleaning or other special cleaning process and personal laundry where a resident chooses and is able to do this himself or herself.
9	Toiletry goods	Bath towels, face washers, soap, toilet paper.

- 10 **Meals and refreshments**
- 10.1 Provision of meals of adequate variety, quality and quantity for each resident, served each day at times generally acceptable to both residents and management, generally comprising 3 meals per day plus morning tea, afternoon tea and supper.
- 10.2 Supply of special dietary requirements having regard to either medical need or religious or cultural observance.
- 10.3 Provision of food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice.
- 11 **Resident social activities**
- Programs to encourage residents to participate in social activities that promote and protect their dignity and to participate in community life outside the facility.
- 12 **Emergency assistance**
- At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance.

SCHEDULE THREE

ADDITIONAL SERVICES FOR HIGH CLASSIFICATION LEVEL RESIDENTS

<u>Care or Service</u>	<u>Content</u>
1 Furnishings	Over-bed tables.
2 Bedding materials appropriate to each resident's condition	Bed rails, incontinence sheets, restrainers, ripple mattresses, sheepskins, tri-pillows, water and air mattresses.
3 Toiletry goods	Sanitary pads, tissues, toothpaste, denture cleaning preparations, shampoo and conditioner, and talcum powder.
4 Goods to assist residents to move themselves	Crutches, quadruped walkers, walking frames, walking sticks, wheelchairs. However, this excludes motorised wheelchairs and custom made aids.
5 Goods to assist staff to move residents	Mechanical devices for lifting residents, stretchers, trolleys.
6 Goods to assist with toileting and incontinence management	Absorbent pads, commode chairs, disposable bed pan and urinal covers, disposable pads, over toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, disposable enemas.
7 Basic medical or pharmaceutical supplies and equipment	Analgesia, anti-nausea agents, bandages, creams, dressings, laxatives and aperients, mouthwashes, ointments, saline, skin emollients, swabs, urinary alkalisating agents. However, this excludes any goods prescribed by a health practitioner for a particular resident and used only by the resident.

8 Nursing services

Initial and on-going assessment, planning and management of care for residents, carried out by a registered nurse.

Nursing services carried out by a registered nurse, or other professional appropriate to the service (eg medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team).

Services may include, but are not limited to, the following:

- 8.1 establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side effects;
- 8.2 insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes;
- 8.3 establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters;
- 8.4 establishing and reviewing a stoma care program;
- 8.5 complex wound management;
- 8.6 insertion of suppositories;
- 8.7 risk management procedures relating to acute or chronic infectious conditions;
- 8.8 special feeding for care recipients with dysphagia (difficulty with swallowing);
- 8.9 suctioning of airways;
- 8.10 tracheostomy care; and
- 8.11 enema administration.

- 9 **Administration of medications** The administration and dispensing of medications subject to requirements of State or Territory legislation.
- 10 **Provision of therapy services, such as, recreational, speech therapy, podiatry, occupational physiotherapy**
- 10.1 Maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain residents' levels of independence in activities of daily living.
- 10.2 More intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis designed to allow residents to attain a level of independence at which maintenance therapy will meet their needs.
- Excludes:
Intensive, long term rehabilitation services required following, for example, serious illness or injury, surgery or trauma.
- 11 **Provision of oxygen and oxygen equipment** Provision of oxygen and oxygen equipment on a short term, episodic or emergency basis

SCHEDULE FOUR

RESIDENT FEES

1 Initial Resident Fees

The total fee for this stay is (per day).

2 Calculation of Resident Fees

The Resident Fees payable by the Resident is an amount equal to the standard pensioner contribution * which is (per day)

*(*applicable to the Resident as assessed and applied under the Act.)*

SCHEDULE FIVE**RULES AND REGULATIONS OF THE CARE FACILITY**

- 1 The Manager must be notified of the name address and telephone number of the Resident's doctor prior to admission to the Care Facility. On admission the Resident must bring a brief medical history and details of his current medication.
- 2 If the Resident's own doctor is unable to attend the Resident after admission the Resident may wish to be referred to a doctor in the vicinity of the Care Facility. In this case, the Resident must bring a referral from his or her own doctor which should include a brief medical history and details of current medication.
- 3 Details must be given to the Care Facility of the Resident's pensioner medical card, and any private health insurance.
- 4 The next-of-kin of the Resident must be advised to the Manager of the Care Facility upon admission of the Resident. Any change of next-of-kin must be notified immediately to the Manager.
- 5 The Resident must pay the Resident Fees at the times and in the manner specified by the Provider.
- 6 The Resident shall not commit any improper or disorderly conduct.
- 7 The Resident shall not bring or keep in his or her room or on the Care Facility Grounds any bird, animal or reptile without the written consent of the Provider. The Provider may in its absolute discretion give its written consent to keep a bird or other animal in the Resident's room or on the Care Facility grounds but such consent may be revoked by the Provider in its absolute discretion at any time and without being required to give any reasons therefor.
- 8 The Resident shall not enter any room allotted to the exclusive use of any other resident without the prior invitation or permission of that other resident.
- 9 The Resident shall not make or permit to be made any alterations or additions to the Resident's room without the prior written consent of the Provider.

- 10 The Provider by its officers, agents or servants reserves the right to enter the Resident's room at all reasonable times for the purpose of cleaning the room, changing bed linen, and viewing the condition of the room and its furniture and other contents.
- 11 The Resident shall not do or permit to be done any act or thing which may in any way invalidate or violate the conditions of any insurance policy related to the Care Facility or cause the premiums payable in respect thereof to be increased.
- 12 The Resident shall not indulge personally in excessive drinking of alcoholic liquor or excessive use of drugs in or about the Resident's room or any part of the Care Facility or Common Areas or permit allow or suffer excessive drinking or alcoholic liquor or excessive use of drugs to be carried on in or upon the Resident's room or any part of the Care Facility.
- 13 The Resident shall not mark, paint or drive nails or screws into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork of the Resident's room or the Provider's furniture fittings and fixtures.
- 14 The Resident shall not make any additions to the Resident's room in the nature of electric light, power or other fixtures or fittings or install any power points for lighting, heating or other electrical devices without the prior written consent of the Provider.
- 15 The Resident shall not make gifts to members of staff of the Care Facility.
- 16 The responsibility for taking care of the Resident's valuables rests with the Resident.
- 17 Relatives and friends may visit Residents at any reasonable hours. No Resident may have another person residing in the Resident's room overnight.

SCHEDULE SIX

CHARTER OF RESIDENTS' RIGHTS AND RESPONSIBILITIES

- 1 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 and restriction
 - to freedom of speech
 - to maintain his or her personal independence, including a recognition of personal responsibility for his or her own actions and choices, even though some actions may involve an element of risk that the resident has the right to accept, and that should then not be used to prevent or restrict the resident's actions

- 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 care service
- to have access to information about his or her rights, care, accommodation and any other information that relates to him or her 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.

2 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 Provider to work in an environment free from harassment
- to care for his or her own health and well-being, as far as he or she is capable
- to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and his or her current state of health.

SCHEDULE SEVEN

RESIDENT'S COMPLAINTS

- 1 If the Resident has any complaints concerning the services or accommodation being provided by the Provider, the Resident may raise the complaint with the Care Facility's Residential Care Manager.

- 2 If the complaint is not satisfactorily resolved with the Care Facility Residential Care Manager within 30 days from the date of submission of the complaint, the Resident may submit a written complaint to the Executive Officer of the Provider. The written complaint should include:-
 - 2.1 the nature of the complaint;

 - 2.2 the date of the complaint was first raised with the Care Facility Residential Care Manager; and

 - 2.3 why the Resident is of the view that the complaint has not been satisfactorily resolved.

- 3 Following receipt of the written complaint, the Executive Officer or his or her duly authorised representative, shall discuss the complaint with the Resident and the Care Facility Residential Care Manager, further investigate the complaint (if necessary) and make recommendations as to what actions would be necessary to resolve the complaint.

- 4 If the Resident is not satisfied with the recommendations of the Executive Officer, or if the complaint or dispute relates to issues other than the provision of accommodation or services, the complaint or dispute shall be resolved by referring it to an arbitrator pursuant to section 35 of the Retirement Villages Act.