

THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN THE RESIDENT AGREEMENT BETWEEN
TRINITY AGED CARE PTY LIMITED AS TRUSTEE FOR J&N FUNG FAMILY TRUST AND THE RESIDENT

Enquiry Pack –

Information for Prospective Residents

Approved Provider: TRINITY AGED CARE PTY LIMITED

As Trustee For J&N FUNG Family Trust

ABN 35 097 298 985

Trading As: GROWN GARDENS Residential Aged Care

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1 The Service

Overview

Thank you for your request for information about the *residential care service* at *CROWN GARDENS (the 'Service')*.

Information about the Service

- **The Service is owned by TRINITY AGED CARE PTY LIMITED as Trustee for J&N Fung Family Trust ABN 35 097 298 985 Trading As Crown Gardens Residential Aged Care at 7-11 Crown St, Harris Park NSW 2150.**
- **Number of Residents for which the Service has capacity: Fifty (50) Low Care Residents**

Residents are encouraged to maintain their independence and continue their involvement in community and social activities. There is appropriate qualified staff on duty at all times. At least one (1) responsible person is continuously on call and in reasonable proximity to render emergency assistance. Residents can select their own medical or other health practitioners.

If you would like a tour of our *residential care service* at CROWN GARDENS, or any further information about the Service, please do not hesitate to contact the Manager – GARRISON ASH CONSULTING, Level 7, 50 Berry Street, NORTH SYDNEY NSW 2060 Telephone: 02 9464 3777

2 Provision of Care Services

The following Care Services are provided for all Residents as and when required:

	Includes, unless otherwise stated:
1 Administration	General operation of the 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	Other than where a Resident chooses to provide them: bed-side lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw screens (for shared rooms), Resident wardrobe space and towel rails.
5 Bedding	Bed linen, blankets and absorbent or waterproof sheeting.
6 Cleaning services, goods and facilities	Maintenance of cleanliness and tidiness of the entire Service, including Residents' rooms/bathrooms. Excludes: A Resident's personal area if the Resident chooses and is able to maintain it themselves.
7 Waste disposal	Safe disposal of organic and inorganic waste material.
8 General laundry	The provision of personal laundry services, including laundering of clothing that can be machine washed. Excludes: cleaning of clothing that requires dry cleaning or other special cleaning processes, and personal laundry if a Resident chooses, and is able, to do this themselves.
9 Toiletry goods	Bath towels, bath mats, face washers, soap and toilet paper.

10 Meals & refreshments	<ul style="list-style-type: none"> Meals of adequate variety, quality and quantity for each Resident served each day at times generally acceptable to both Residents and management, and generally consisting of three (3) meals per day plus morning tea, afternoon tea and supper Supply of special dietary requirements having regard to either medical need or religious/cultural observance. Provision of food, including fruit of adequate variety, quality and quantity; and non-alcoholic beverages, including fruit juice.
11 The provision of social activities	Programs to encourage Residents to participate in social activities that promote and protect their dignity and to participate in community life both inside and outside the Service eg bus excursions.
12 The provision of emergency care	At least one (1) responsible person is continuously on call and in reasonable proximity to render emergency assistance.

The following **Care Services** are provided for all Residents as and when required:

	Includes unless otherwise stated:
1 Assistance in the activities of daily living	<p>Personal assistance, including individual attention, individual supervision and physical assistance with:</p> <ul style="list-style-type: none"> Bathing, showering, personal hygiene and grooming; Maintaining continence or managing incontinence, and the use of aids and appliances designed to assist continence management; Eating, use of eating utensils and eating aids, including actual feeding where necessary; Dressing, undressing, and the use of dressing aids; Moving, walking, wheelchair use, devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids; <p>Excludes: Mobility aids which can be obtained for the Resident (This would be at the Resident's cost).</p> <ul style="list-style-type: none"> Communication, including to address difficulties arising from impaired hearing, sight or search, or lack of common language, including the fitting of sensory communication aids, and checking hearing aid batteries and cleaning spectacles <p>Other grooming services such as hairdressing can be arranged by or for the Resident. This would be at the Resident's cost.</p> <p>Meals and Refreshments for any special diet that is not normally provided.</p>
2 Provision of emotional support to, and supervision of Residents	Residents and/or their families or other Representatives are involved in all care planning and ongoing reviews. The Director of Nursing and other care staff are available to address any issues and concerns as they arise.
3 Treatments or procedures	Carried out according to the instructions of a medical or other health professional or a person responsible for assessing a Resident's personal care needs, including supervision & physical assistance with taking medications, and ordering and reordering medications as necessary, subject to State law and regulations.
4 Recreational therapy	Recreational activities suited to Residents, assistance with participation in those activities and the provision of communal recreational equipment.

5 Rehabilitation support	The provision of, and assistance with, individual therapy programs designed by medical or other health professionals, aimed at maintaining or restoring a Resident's ability to perform daily tasks for themselves, or assistance to Residents to obtain access to such support.
6 Provision of assistance in obtaining medical or other health practitioner services	Arrangements for aural, community health, dental, medical, psychiatric or other health practitioners to visit Residents whether the arrangements are made by the Resident, relatives or the Representative of the Resident, or are made direct with the practitioner. (This would be at the Resident's cost).
7 Assistance in obtaining access to specialised therapy services	Arrangements for speech therapy, podiatry, occupational or physiotherapy practitioners to visit Residents whether the arrangements are made by the Resident, relatives or the Representative of the Resident, or are made direct with the practitioner (this would be at the Resident's cost).
8 Support for Residents with cognitive impairment (for example, dementia and other behavioural disorders)	Individual attention and support to Residents with cognitive impairment, 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 to motivate or enable such Residents to take part in general activities of the Service.

The following **High Care Services** may be provided to individual Residents as & when required subject to negotiation.

9 Furnishings	Over-bed tables
10 Bedding Materials	Bed rails, continence aids, mobility aids, restrains, ripple mattresses, sheepskins, tri-pillows, water and air mattresses, bed linen, blankets and absorbent or waterproof sheeting appropriate to each Resident's condition.
11 Toiletry goods	Sanitary pads, tissues, toothpaste, denture cleaning preparations, shampoo and conditioner, and talcum powder.
12 Goods to assist Residents to move themselves	Crutches, quadruped walkers, walking frames, and walking sticks. Excludes: motorised wheelchairs and custom-made aids.
13 Goods to assist staff to move Residents	Mechanical devices for lifting residents, stretchers and trolleys.
14 Goods to assist with toileting and continence management	Absorbent aids, commode chairs, disposable bed pans and urinal covers, over toilet chairs, shower chairs, catheter and urinary drainage appliances and disposable enemas.
15 Basic medical/ pharmaceutical, supplies and equipment	Analgesia, anti-nausea agents, bandages, creams, dressings, laxatives, aperients, saline, skin emollients, mouth toilet agents, skin emollients, swabs and urinary alkalisating agents. Excludes: any goods and medicines prescribed by a medical or other health practitioner for a particular Resident and used only by the Resident.
16 The provision of nursing services	Appropriately trained staff on duty at all times.

17 Performance of nursing procedures	<p>Initial and on-going assessment, planning and management of care for Residents, carried out by a Registered Nurse. Technical and nursing procedures carried out by a qualified Nurse, or other professional appropriate to the Service.</p> <p>Services may include, but at not limited to the following:</p> <ul style="list-style-type: none"> • Establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side-effects; • Insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes; • Establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters; • Establishing and reviewing a stoma care program; • Complex wound management; • Insertion of suppositories; • Risk management procedures relating to acute or chronic infectious conditions; • Special feeding for Residents with dysphagia (difficulty with eating and swallowing); • Suctioning of airways • Enema administration • Oxygen therapy as prescribed by a medical practitioner.
18 Medications	<p>The administration and dispensing of medications subject to State legislation and regulations. Care staff will assist in the administration of medications.</p>
19 Provision of therapy services, such as, recreational, speech therapy, podiatry, occupational therapy, physiotherapy	<ul style="list-style-type: none"> • Maintenance therapy delivered by medical or other health practitioners, or care staff as directed by medical or other health practitioners designed to maintain Resident's level of independence in activities of daily living; • More intensive therapy delivered by medical or other health practitioners, or care staff as directed by medical or other health practitioners, in a temporary basis, designed to allow Residents to attain a level of independence at which maintenance therapy will meet their needs. <p>Excludes intensive, long-term rehabilitation services, required following (for example) serious illness or injury, surgery or trauma.</p>
20 Provision of oxygen and oxygen equipment on a short-term basis	<p>Oxygen and oxygen equipment needed on a short-term, episodic or emergency basis.</p>

3 Information about the Resident Fee

Explanatory Note:

This Part provides you with information about the Resident Fee. You will note that there are a number of references to specific monetary amounts in this Part. We reserve the right to alter these amounts if there is a change in the Act, the Principles or government policy.

What is the Resident Fee?

- 3.1 The Resident Fee is a contribution paid by you towards the cost of Care Services - such as nursing and personal care, meals, cleaning and general maintenance and as described in Section 2 Provision of Care Services above and *not* being related to accommodation. The Resident Fee is payable monthly in advance, and is due on the first day of each month.

How is the Resident Fee calculated?

- 3.2 The Resident Fee is made up of the following components, not all of which will apply in your case:
- 3.2.1 A *basic daily care fee*;
 - 3.2.2 An *income tested fee*;
 - 3.2.3 a proportion of any amount payable under compensation arrangements;
 - 3.2.4 Any fee for *additional services* that you and we negotiate in accordance with the *User Rights Principles* (the applicable *additional services* will be specified in Part 6 of Schedule 1 Residential Care Service of the Resident Agreement);
 - 3.2.5 Any GST payable for those *additional services* negotiated in accordance with the *User Rights Principles*.

What does the *basic daily care fee* depend on?

- 3.3 The *basic daily care fee* for pensioners rate and non-pensioners is the same. You will also pay this rate if:
- 3.3.1 You receive an Income Support Payment from Centrelink or the Department of Veterans' Affairs (DVA) and have not paid an Accommodation Bond more than ten (10) times the amount of the annual basic age pension;
 - 3.3.2 You are receiving respite care; or
 - 3.3.3 You have one or more dependent children.

What is the *basic daily care fee* for pensioners and non-pensioners?

- 3.4 The pensioner rate is 85% of the amount of the annual basic age pension. (For example: the maximum *basic daily care fee* for pensioners and non-pensioners is \$32.05 per day from 31 March 2008.)

In what cases is an *income tested fee* payable as well as the *basic daily care fee*?

- 3.5 You will have to pay an *income tested fee* in addition to the *basic daily care fee* unless one of the following applies:
- 3.5.1 Your *income tested fee* is less than \$1.00 per day;
 - 3.5.2 You have dependent children;
 - 3.5.3 You are classed as a full pensioner for *residential care fees*;
 - 3.5.4 You were living in a *residential care service* at any time between 01 October 1997 and 28 February 1998 inclusive; or
 - 3.5.5 You are an ex-prisoner of war.
- 3.6 The *income tested fee* is not payable for the first twenty-eight (28) days after you enter the Service. If, after twenty-eight (28) days, we have not received formal notification from the Department of Health and Ageing (DH&A) of the *income tested fee* calculated by Centrelink or the DVA which you are required to pay, we will charge you a *provisional daily fee*. The *provisional daily fee* that you will be charged in the interim is:
- 3.6.1 \$0.00 for full-rate pensioners; or
 - 3.6.2 \$3.60 for part-pensioners; or

3.6.3 \$11.90 for non-pensioners.

- 3.7 Once we are formally notified by the DH&A of the *income tested fee*; we will make adjustments to acknowledge receipt of the *provisional daily fee*, and inform you (or your Representative) if any additional amount is owed. If you leave the Service permanently or if your demise occurs before we are formally notified of the *income tested fee* you are required to pay, we will refund any *provisional daily fee* you have paid.

What is the *income tested fee*?

- 3.8 If you are required to pay an *income tested fee*, the amount payable will be calculated on the basis of your private income. The income test applied is \$0.25 for every dollar of private income above the pension income test free area. (For example: the maximum *income tested fee* from 01 January 2008 was: \$24.26 per day for a single part pensioner with a private income of approximately \$38,755.00 per annum and \$55.28 per day for a single non-pensioner with private income of approximately \$83,920.00 per annum).

Calculation, notification and payment of *income tested fee*

If you are required to pay an *income tested fee*, the amount of this fee will be calculated after Centrelink or the DVA have been provided by you (or your Representative) with details of your private income for assessment. The DH&A will notify both you and us in writing, of the amount of the *income tested fee* you are required to pay. You do not have to pay an *income tested fee* for the first twenty-eight (28) days from the Agreed Date of Entry to the Service. If you or we have not been informed of the amount of the *income tested fee* within twenty-eight (28) days from the Agreed Date of Entry, we reserve the right to charge you a *provisional daily fee*, after twenty-eight (28) days from the Agreed Date of Entry to the Service in the amount set by the DH&A, until the determination of your actual *income tested fee* is received.

Variation of the amount of the Resident Fee

- 3.9 The Resident Fee may be varied by us if the Act or the Principles alter the method of calculation or if there is an increase in the Income Support Payment or if both you and we receive notification from the DH&A advising of an increase or of a decrease in the *income tested fee* following reassessment of your private income after the provision of advice by you (or your Representative) to Centrelink or the DVA regarding a change in the status of your private income.

Failure to pay the Resident Fee

- 3.11 You must pay the amount of the Resident Fee when it is due. If you don't, we are entitled to charge interest on the amount outstanding. Interest is payable at the *Maximum Permissible Interest Rate* as set out at Part 3 of Schedule 1. (For example: 11.69 % per annum from 31 March 2008). Interest is payable from one (1) month after the day the Resident Fee becomes payable until the amount is paid or you leave the Service permanently or upon your demise, whichever is the earlier.

Period during which you must pay the Resident Fee

- 3.12 You must pay the Resident Fee throughout the period of time that you are a Resident. This includes any period of time during which you are away on leave.

Financial hardship

- 3.13 The Secretary of the DH&A has the power to reduce the Resident Fee in cases of genuine financial hardship. The application to the Secretary of the DH&A must be on the approved form, in which case, the DH&A will notify you of the determination.

Refund of Resident Fee

- 3.14 If you leave the Service permanently or upon your demise, any Resident Fee paid in advance will be refunded to you or to your Estate.

4 Information about the Accommodation Bond

Explanatory note:

This Part provides you with information about the Accommodation Bond. It sets out your rights and obligations in respect of the Accommodation Bond and also our rights to deduct and retain certain amounts from the Accommodation Bond. You will note that there are a number of references to specific monetary amounts in this part. We reserve the right to alter these amounts if the Act, the Principles or government policy changes.

Restrictions on charging you an Accommodation Bond

- 4.1 We cannot charge you an Accommodation Bond if any of the following apply to you:
- 4.1.1 You are a concessional Resident. If you do not give us sufficient information to enable us to determine whether or not you are a concessional Resident, we will assume that you are *not* a concessional Resident. If your status changes and you do not advise us, or if you are ultimately found *not* to meet the concessional criteria you will be liable to pay an Accommodation Bond payment backdated to the Agreed Date of Entry, or the date when the change in your status took place.
 - 4.1.2 The value of your assets is less than 2.5 times the amount of the annual basic age pension.
 - 4.1.3 Paying the Accommodation Bond would cause you financial hardship as determined by the Secretary of the Department of Health and Ageing (DH&A).
 - 4.1.4 the Service is not certified or loses its certification for any period.

Only one (1) Accommodation Bond payment can be required from you

- 4.2 We cannot require you to pay an Accommodation Bond more than once in relation to any one (1) period of residence in the Service.

We cannot charge anyone except you

- 4.3 We cannot charge any other person an Accommodation Bond as a condition of your entry into the Service.

Maximum amount of your Accommodation Bond

- 4.4 The maximum amount we charge for your Accommodation Bond is the amount by which the value of your assets exceeds 2.5 times the amount of the annual basic age pension.

For example: if you have assets of \$60,000.00 and 2.5 times the amount of the annual basic age pension is \$30,000.00, then your assets exceed that amount by \$30,000.00 which will be the Accommodation Bond payable by you. However, if your assets were \$250,000.00 and 2.5 times the amount of the annual basic age pension is \$30,000.00 then your assets exceed 2.5 times the amount of the annual basic age pension by \$220,000.00. In this case, you will pay the maximum Accommodation Bond (*assuming the maximum Accommodation Bond is not in excess of this amount*).

Maximum amount charged if information is not provided

- 4.5 If you (or your Representative) do not provide sufficient information about your assets to enable us to calculate your specific Accommodation Bond amount, the maximum amount will be charged.

What if you have already paid an Accommodation Bond to another service

- 4.6 If you have already paid an Accommodation Bond to another *residential care service* and you are no longer provided with Care Services by that *residential care service*, the maximum amount we can charge you is the amount that was refunded or is payable to you by that other *residential care service*. However, this only applies if:
- 4.6.1 you are *not* on leave from that *residential care service*; and
 - 4.6.2 you enter our Service within twenty-eight (28) days after you ceased receiving Care Services from that other *residential care service* (discounting any time spent in hospital).

Payment options

- 4.7 You may choose to pay the Accommodation Bond in any of the following ways:
- 4.7.1 in one lump sum;
 - 4.7.2 partly by one (1) lump sum and partly by periodic payments;
 - 4.7.3 wholly by periodic payments.

You may choose at any time to pay off the balance of the Accommodation Bond in a lump sum.

Periodic payments

- 4.8 If you elect to pay the Accommodation Bond wholly or partly by periodic payments, these payments will be comprised of:
- 4.8.1 Interest, charged at the *Maximum Permissible Interest Rate* (For example: 11.69% per annum from 31 March 2008), on the amount of the lump sum which would otherwise be payable; and
 - 4.8.2 The monthly Retention Amount that the Service as an approved provider may deduct from a Resident's Accommodation Bond for the first five (5) years after the Resident enters the Service.
- 4.9 We retain the right to charge you interest at no more than the *Maximum Permissible Interest Rate* (For example: 11.69% per annum from 31 March 2008) if you fail to make any periodic payments on the days when such payments are due.

Interest is payable on an Accommodation Bond that is not paid by the Agreed Date of Entry

- 4.10 If you choose to pay the Accommodation Bond wholly or partly by lump sum, the sum becomes payable by the Agreed Date of Entry. We will charge you interest monthly in arrears, calculated daily at no more than the *Maximum Permissible Interest Rate* (For example: 11.69% per annum from 31 March 2008) until the amount is paid or you leave the Service permanently or upon your demise, whichever is the earlier.

Interest is payable if you leave the Service

- 4.11 If you leave the Service within two (2) months after your Agreed Date of Entry, and you have not paid an Accommodation Bond, or that Accommodation Bond has been refunded within three (3) months of your Agreed Date of Entry, we will charge interest on the lump sum for three (3) months starting from the month you entered the Service. We will charge interest at no more than the *Maximum Permissible Interest Rate* (For example: 11.69% per annum from 31 March 2008).
- 4.12 If you leave the Service after being in residence for more than two (2) months, after agreeing to pay the Accommodation Bond either wholly or partly as a lump sum, and you have not paid the lump sum, we will charge interest from the first day of the month of your Agreed Date of Entry until the last day of the month in which you leave the Service. We will charge interest at no more than the *Maximum Permissible Interest Rate* (For example: 11.69% per annum from 31 March 2008).

Monthly amount retained from Accommodation Bond

- 4.13 Each month for the first five (5) years you receive Care Services in the Service, we will retain from your Accommodation Bond one-twelfth of the annual Retention Amount. The annual Retention Amount is ten percent (10%) of the amount of the Accommodation Bond paid up to a maximum of \$3,360.00 for any Accommodation Bond of \$33,600.00 or more for Residents entering a *residential care service* from 01 July 2007 (ie. a maximum monthly Retention Amount of \$280.00).
- 4.14 The five (5) years is calculated from the latest of the following dates:
- 4.14.1 the Agreed Date of Entry;
 - 4.14.2 the day on which the Service was certified;
 - 4.14.3 the day after the day on which a financial hardship determination ceases to be in force;
 - 4.14.4 if you are transferred from respite care to permanent care, the day of the transfer.

Minimum of three (3) monthly retentions

- 4.15 We are entitled to deduct three (3) monthly Retention Amounts even if you receive less than three (3) months of Care Services from our Service.

Withdrawing from or cancelling the Resident Agreement

- 4.16 If, within twenty-eight (28) days of signing the Resident Agreement (the 'Agreement'), you change your mind and wish to withdraw from the Agreement, you should advise the Director of Nursing in writing. If you paid an Accommodation Bond under the Agreement, it must be refunded to you. If Retention Amounts are payable, we are entitled to deduct three (3) monthly Retention Amounts, even if you receive less than three (3) months of Care Services from our Service. We agree to waive up to twenty-eight (28) days of Retention Amounts and interest on unpaid Accommodation Bonds.

What if another service has retained amounts from the Accommodation Bond?

- 4.17 If another *residential care service* has deducted monthly amounts from your Accommodation Bond, we will only deduct Retention Amounts for the balance of the five (5) year period from the date at which you first received Care Services in a *residential care service*.

Right to retain other amounts

- 4.18 We will also retain from your Accommodation Bond any amount you owe us under your Agreement, including interest calculated in accordance with the Act.

Refunds

- 4.19 We must refund the balance of your Accommodation Bond to you or your Estate in any of the following cases.
- 4.19.1 in the event of your demise;
 - 4.19.2 if you cease to reside at our Service;
 - 4.19.3 if our Service is no longer certified under the Act.

Timing of refunds

- 4.20 If you cease to reside at our Service and do not move to another *residential care service*, we will refund your Accommodation Bond balance within fourteen (14) days after we receive notice in writing from you (or your Representative) that you intend to leave the Service. Upon your demise, your Estate is entitled to payment of the balance of your Accommodation Bond within fourteen

(14) days upon production to us of a certified copy of the Grant of Probate or Letters of Administration. This requirement ensures that the person or persons to whom your balance of Accommodation Bond is paid has the appropriate authority under the *Wills, Probate and Administration Act 1989*.

- 4.21 If you move to another *residential care service* and you (or your Representative) give us at least fourteen (14) days notice in writing of your intention to leave, we will refund your balance of Accommodation Bond on the day we cease to provide Care Services.
- 4.22 If you give us *less than fourteen (14) days* written notice before you enter another *residential care service*, or you fail to give us any notice, we will refund your balance of Accommodation Bond fourteen (14) days after we cease to provide Care Services or fourteen (14) days after you notify us, whichever is the earlier.

Delaying a refund

- 4.23 If you cease to reside permanently in our Service, you may agree with us to delay the refund of your Accommodation Bond balance. This Agreement will be conditional on us allowing you to re-enter the Service at your own request provided that we have vacant places and you are an approved Resident.
- 4.24 An Accommodation Bond will not be payable for the second entry to the Service. We cannot deduct Retention Amounts whilst you are not residing at the Service (except when you are on approved leave).

Provision of information to third parties

- 4.25 If you wish to move to another *residential care service*, we may provide the following information to the new *residential care service*:
- 4.25.1 the amount of any Accommodation Bond negotiated, including the lump sum equivalent if the amount is to be paid wholly or partly by periodic payments;
 - 4.25.2 the period remaining in which Retention Amounts may be deducted;
 - 4.25.3 all outstanding fees and charges owed under an Accommodation Bond Agreement, Resident Agreement or extra service agreement which can be deducted from the Accommodation Bond Balance, if the Accommodation Bond was paid wholly or partly as a lump sum.

Accommodation Bond not payable in the case of financial hardship

- 4.26 The Secretary of the DH&A may determine that payment of the Accommodation Bond would cause you financial hardship. If such a determination is made, you will not be charged an Accommodation Bond for the period specified in that determination.
- 4.27 Grounds for making a determination of financial hardship include, but are not limited to the following:
- 4.27.1 The payment would cause financial hardship to you, your spouse or a dependent child or children; or
 - 4.27.2 The value of your assets, other than unrealisable assets, is less than 2.5 times the amount of the annual basic age pension. Unrealisable assets are defined in the *Social Security Act 1991* as those assets which you (or your Representative) could not reasonably be expected to sell or realise or use as security for borrowing.
- 4.28 An application for a determination of financial hardship can be made by you on the approved form, in which case, the DH&A will notify you of the outcome.

5 *Charter of Resident's Rights and Responsibilities*

Each Resident of the Service has the Right:

- 5.1 Each Resident of the Service has the right:
- 5.1.1 To full and effective use of their personal, civil, legal and consumer rights.
 - 5.1.2 To quality care appropriate to their needs.
 - 5.1.3 To full information about their own state of health and about available treatments.
 - 5.1.4 To be treated with dignity and respect, and to live without exploitation, abuse or neglect.
 - 5.1.5 To live without discrimination or victimisation, and without being obliged to feel grateful to those providing their care and accommodation.
 - 5.1.6 To personal privacy.
 - 5.1.7 To live in a safe, secure and homelike environment, and to move freely both within and outside the Service without undue restriction.
 - 5.1.8 To be treated and accepted as an individual, and to have their individual preferences taken into account and treated with respect.
 - 5.1.9 To continue their cultural and religious practices, and to keep the language of their choice, without discrimination to select and maintain social and personal relationships with anyone else without fear, criticism or restriction.

Each Resident of the Service has the Right:

- 5.1.10 To freedom of speech.
- 5.1.11 To maintain their personal independence.
- 5.1.12 To accept personal responsibility for their 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 their actions and choices.
- 5.1.13 To maintain control over, and to continue making decisions about, the personal aspects or their daily life, financial affairs and possessions to be involved in the activities, associations and friendships of their choice, both within and outside the Service.
- 5.1.14 To have access to services and activities available generally in the community.
- 5.1.15 To be consulted on, and to choose to have input into, decisions about the living arrangements of the Service.
- 5.1.16 To have access to information about their rights, care, accommodation and any other information that relates to the Resident personally.
- 5.1.17 To complain and to take action to resolve disputes.
- 5.1.18 To have access to advocates and other avenues of redress.
- 5.1.19 To be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce their rights.

6 Resident's Responsibilities

- 6.1 The Resident (or their Representative) must complete the Application for Admission form and other admission documentation as requested, prior to the Agreed Date of Entry.
- 6.2 The Resident (or their Representative) must notify any change of next-of-kin or personal Representative in writing by a letter to the Manager – GARRISON ASH CONSULTING Suite 3, Level 7, 50 Berry Street, NORTH SYDNEY NSW 2060, and forwarded by registered post.
- 6.3 The Resident must pay the Resident Fee and any other fees and charges under this Agreement at the times and in the manner specified in Schedule 1 Residential Care Service or as directed by the Manager.
- 6.4 The Resident shall not wilfully commit any improper or disorderly conduct.
- 6.5 The Resident shall not wilfully enter any room allotted to the exclusive use of any other Resident without the prior invitation or permission of that other Resident.
- 6.6 The Resident shall not make or permit to be made any alterations or additions to the Resident's room with the prior written consent of the Director of Nursing.
- 6.7 The Resident is entitled to their personal privacy being respected at all times and no member of staff may enter the Resident's room without consent. However, the Manager, by their officers, agents or employees, reserves the right to enter the Resident's room in the event of an emergency, or for the Provision of Care Services, and to undertake routine daily cleaning or bed making and viewing the condition of the room and its furniture and other contents; or to carry out minor repairs or minor improvements to the Service, provided that appropriate notice is received by the Resident in advance.
- 6.8 The Resident shall not wilfully do or permit to be done any act or thing which may in any way invalidate or violate the conditions of any insurance policy relating to the Service or cause the premiums payable in respect thereof to be increased.
- 6.9 The Resident shall not indulge personally in excessive drinking of alcohol, liquor or excessive use of drugs in or about the Resident's room or any part of the Service or the Communal Areas or permit allow or suffer excessive drinking of alcohol, liquor or excessive use of drugs to be carried on in or upon the Resident's room or any part of the Service or the Communal Areas.
- 6.10 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 Service's furniture, fittings and fixtures.
- 6.11 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 Director of Nursing.
- 6.12 The Resident shall not make valuable gifts to members of staff of the Service.
- 6.13 The responsibility for taking care of the Resident's valuables rests with the Resident or the Resident's Next of Kin or the Resident's Representative if the Resident is not cognitively able.
- 6.14 Relatives and friends may visit the Resident at CROWN GARDENS during reasonable hours. The name of each visitor must be registered in the 'Sign In' Book inside the front door immediately upon arrival. A Resident must *not* allow a visitor or anyone else to occupy the Resident's room overnight without the prior consent of the Director of Nursing, in order for the visitor's name to be registered as staying overnight. This is necessary in case of fire or in the event of an emergency.
- 6.15 To meet fire regulations and to alleviate concern in the event of an emergency, Residents are requested to advise the staff when leaving the Service as well as giving some indication of the approximate time of return. The Resident must not be away from the Service for a continuous period exceeding seven (7) days for a reason other than a reason permitted by the Act.

7 Privacy Statement

In collecting, using, disclosing and handling your personal and health information, we comply with all applicable Commonwealth and State privacy legislation. This includes the *Privacy Act*, the *Health Records and Information Privacy Act* and the *Privacy and Personal Information Protection Act*.

Wherever possible, we will obtain personal and health information from you. If it is not possible to obtain that information from you we may ask your Representative, family members, close friends or another third party (such as a doctor) to provide the information.

Personal and health information we collect about you will be used for the following purposes:

- Obtaining funding from the Government;
- Instructing medical and other health practitioners;
- Adapting our services to suit your personal needs; and
- To assist in planning and managing this Service.

These reasons for collecting information accord with the reasons allowed by the applicable Commonwealth and State legislation. If we do not have your personal or health information, we may be unable to fully cater to your health or other personal requirements.

The information you give to us is kept in confidence. We may disclose your information to agents or contractors we engage. We may also disclose personal and health information to the Department of Health and Ageing (DH&A), medical or other health practitioners, your Representative, or any person or organisation authorised to obtain it.

If we disclose your information for any of the above reasons to any other person or organisation, we will create a written record of the date of disclosure, the information disclosed, the body to whom the disclosure was made and the reason for the disclosure.

If you cannot give consent to disclosure of information to members of your family, we may disclose some of your information if the disclosure:

- Is necessary to provide you with appropriate health services; or is made for compassionate reasons; and
- Is limited to that information which is necessary for the health service or for the compassionate reasons; and
- Is not contrary to any wish you have expressed that has not been withdrawn; and
- In the case of a family member who is under the age of eighteen (18) years, where that person has sufficient maturity to receive the information.

The information we hold about you may be kept in electronic or paper form. We make all reasonable efforts to ensure that your information is accurate, complete and up to date.

The information will be kept in a secure way to ensure there is no unauthorised use or disclosure. Data will be retained for seven (7) years after you cease to receive care from us, or otherwise as required by law.

You (or your Representative) may at any time request in writing access to the information stored about you from the **Manager – GARRISON ASH CONSULTING, Suite 3, Level 7, 50 Berry Street, NORTH SYDNEY NSW 2060**. We will respond to a request for information within forty-five (45) days. If we decide not to provide you or your Representative with access to the information we will provide you with written reasons for our decision.

If you believe that the information we hold about you is inaccurate, incomplete, misleading or not up to date, you may request in writing that the information is corrected. We will respond to a request to amend information within forty-five (45) days. If we decide not to correct the information we will provide you with written reasons for our decision.

8 Documents

The terms and conditions contained in this document titled *Enquiry Pack – Information for Prospective Residents* (the 'Enquiry Pack') form part of the Resident Agreement (the 'Documents'). Accordingly, Prospective Residents and/or their Representatives should:

- Read and understand the contents of the Documents;
- Obtain independent legal advice and/or independent financial advice regarding their individual circumstances in relation to the Documents;

Contact the Manager at the above address or on telephone (02) 9464 3777 if you have any questions regarding the Documents or if you would like to make arrangements to tour the Service at CROWN GARDENS – Harris Park.