

20 Sep 2017

PRE-ADMISSION RESIDENT AGREEMENT

DATED _____

("The Provider")

and

("The Resident")

PRE-ADMISSION RESIDENT AGREEMENT
("The Pre-Admission Agreement")

IMPORTANT NOTICE: Prospective Residents or their Representatives may ask for any assistance from the Provider to understand the information contained in this Agreement. Prospective Residents or their Representatives are also completely at liberty to, and are encouraged to, seek professional assistance to fully understand this Agreement. Advocacy Services, which can be accessed free of charge, are detailed in Attachment Three of the Resident Agreement.

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Privacy Statement

This organisation respects and upholds individuals' rights to privacy protection under the Australian Privacy Principles contained in the Privacy Amendment (Enhancing Privacy Protection) Act 2012. More information on our privacy policy is available from our office.

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PRE-ADMISSION RESIDENT AGREEMENT

BETWEEN: _____
 ("the Provider")

AND: _____
 ("the Resident")

RECITALS

- A. This Pre-Admission Agreement is part of the Resident Agreement that details the terms of the agreement of the parties concerning Residential Care and Accommodation in the Care Facility.
- B. This Pre-Admission Agreement includes items that are to be determined and agreed to before the Date of Entry to the Care Facility. Where the Resident has Pre-entry Leave, then these items are to be determined before the start of the Pre-entry Leave.

ITEMS

1. DATE OF AGREEMENT:

The day of 20 **INTEREST RATE:** % p.a.

2. PROVIDER:

Name _____
Address _____
Telephone _____ Fax _____
Email _____

3. RESIDENT:

Name _____
Address _____
Telephone _____
Email _____
DOB _____

4. RESIDENT'S REPRESENTATIVE:

Name _____
Address _____
Telephone _____
Email _____

5. RESIDENT'S ENDURING POWER OF ATTORNEY / AUTHORISED GUARDIAN:

Name _____
Address _____

Telephone _____
Email _____

6. CARE FACILITY:

Name _____
Address _____

Telephone _____ Fax _____
Email _____
Approval No. _____

7. DATE OF START OF PRE-ENTRY LEAVE: _____

Note: Basic Daily Fees commence from the start of any Pre-entry Leave period. A date of start of Pre-entry Leave, if any, is shown in this Item.

8. DATE OF ENTRY: _____

Note: This is the date on which a new Resident physically enters the Care Facility and may be up to seven days after the Start of Pre-entry Leave.

9. AGREED RESIDENT ROOM NUMBER: _____

10. AGREED RESIDENT ROOM GROUP: _____

11. AGREED ACCOMMODATION PAYMENT AS AT DATE OF ENTRY

Please note that all Daily Resident Fees, including any Extra Service Fee or Additional Services Fee, in addition to any specified Accommodation Payment below, will also be payable by the Resident and detailed at Item 9 of the Main Details in the Resident Agreement and payable fortnightly or monthly in advance as specified by the Provider.

The agreed Accommodation Payment for the agreed Resident Room is: \$_____

- (i) If paid as a Refundable Accommodation Deposit (RAD):\$_____, or
- (ii) If paid as a Daily Accommodation Payment (DAP):\$_____/day, or
- (iii) If paid as a Combination of RAD and DAPs then, for example,
 - a. A RAD of \$_____, plus
 - b. Initial DAPs of \$_____/day.

11.1. The Resident will pay the agreed Accommodation Payment from the Date of Entry if the Resident is not determined to be a Low-means Resident by the Department.

11.2. The Resident is to make an election as to whether to pay by RAD or DAPs or a combination of the two within 28 days of the Date of Entry. If no election is made within 28 days, then the Resident must pay the Agreed Accommodation Payment by DAPs. It is a requirement of the

PRE-ADMISSION RESIDENT AGREEMENT

Provider that a full Permanent Resident Agreement be entered into and signed within 28 days of entry.

- 11.3. The DAPs are payable from Date of Entry on any part of the Accommodation Payment that has not been paid by RAD. The Resident can ask for the DAPs calculated on the unpaid portion of the Accommodation Payment to be withdrawn from any RAD paid. Withdrawing DAPs from the RAD will reduce the RAD Balance and increase the unpaid portion of Accommodation Payment, resulting in a higher DAPs being payable.
- 11.4. It is a requirement of the Department that all new Residents receive both a copy of the Key Features Statement applicable to the Agreed Resident Room and a copy of the Resident Agreement either before the Date of Entry, where no Pre-entry Leave is used, or before the Start of Pre-entry Leave, where Pre-entry Leave is used.

Have both the Key Features Statement applicable to the Agreed Resident Room and the Resident Agreement been provided to the Resident in addition to this Pre-Admission Agreement?

Yes

No

Note: The Resident Agreement is **not** to be signed before Date of Entry if no Pre-entry Leave is used (or before the Start of Pre-entry Leave where Pre-entry Leave is used). Only this Pre-Admission Resident Agreement is required to be considered and signed before Date of Entry if **no** Pre-entry Leave is used, or before the Start of Pre-entry Leave where Pre-entry Leave is used.

12. ACCOMMODATION CONTRIBUTION (FOR LOW-MEANS RESIDENTS ONLY)

- 12.1. If the Resident is determined by the Department to be a Low-means Resident, then the Resident agrees to pay any Accommodation Contribution for the agreed Resident Room as determined by the Department and as varied by the Department from time to time. The Accommodation Contribution can be paid by part Refundable Accommodation Contribution (RAC) and part by Daily Accommodation Contributions (DACs) or fully by DACs and determined by using a scale provided by the Department.
- 12.2. The DACs for Low-means Residents range from nil to a maximum of \$55.44/day (subject to change bi-annually by the Department of Human Services) for any Resident Room in the Care Facility and are determined following a Department of Human Services or Veterans Affairs assessment of the Resident's assets and income. An information sheet headed "*Low-means Residents*" showing the method of calculating whether a Resident is a Low-means Resident has been provided to the Resident.

Does the Resident expect to be eligible for approval as a Low-means Resident?

Yes

No

- 12.3. The Department of Human Services will seek income and asset information. Where a Resident does not disclose their means after two requests from Centrelink they will be considered a Means Not Disclosed Resident and liable to pay the full accommodation payment amount for the agreed room and maximum means-tested care fees. The Resident's subsidies will be adjusted accordingly. While the means-tested care fee is unknown, the Provider can charge an interim fee up to the Resident's care costs. Any overpaid amounts are refunded to the Resident once the formal assessment by Centrelink has been completed.

13. FOR RESIDENTS TRANSFERRING FROM ANOTHER CARE FACILITY ONLY

13.1. Was the Resident a Permanent Resident in any Care Facility prior to 1 July 2014?

Yes

If yes, then continue to 13.2

No

If no, please go to signatory page

13.2. Has the Resident remained in residential aged care without being discharged for more than 28 days?

Yes

If yes, then continue to 13.3

No

If no, please go to signatory page

13.3. The Resident may make an election of whether or not to be covered by the new arrangements for fees and payments in relation to the Care Facility.

13.4. If the Resident does not make an election of whether or not to be covered by the new arrangements before entering the Care Facility, then the Resident will remain covered by their existing arrangements.

13.5. There may be significant financial and other impacts of the Resident's decision to stay within their existing arrangements or to move to the new arrangements. Once the decision is made to move to the new arrangements, the Resident cannot return to their existing arrangements. Details of the new arrangements and the existing arrangements are detailed in a Department-prepared document entitled *New Arrangements for Aged Care – from 1 July 2014*. Has the Resident received a copy of the document entitled *New Arrangements for Aged Care – from 1 July 2014*?

Yes

No

13.6. The Resident agrees to make the following election:

to be covered by the new arrangements **and the completed "opt in" form is attached**, or

to be covered by the existing arrangements.

PRE-ADMISSION RESIDENT AGREEMENT

This Pre-Admission Agreement will become part of the Resident Agreement, including the Main Details, the Operative Part and all Schedules and Attachments.

SIGNED by the **Provider**:

▲ (Signature for the Provider)

▲ Name of person signing for the Provider (Print)

▲ Date

WITNESSED by:

▲ (Signature of Witness)

▲ Name of Witness (Print)

▲ Date

SIGNED by the **Resident**:

▲ (Signature of the Resident)

▲ Name of person signing as the Resident (Print)

Designation:

- Resident
 - Enduring Power of Attorney (EPOA)
 - Resident's Representative who is not an EPOA
- Specify capacity of Representative:

▲ Date

WITNESSED by:

▲ (Signature of Witness)

▲ Name of Witness (Print)

▲ Date

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