## SHOREHAM VILLAGE ADMISSION PAYMENT AGREEMENT

| (the Resident) and                             |
|--|
| (the Resident's Authorized Representative) and |

Shoreham Village Senior Citizens Association (Shoreham Village)

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

## Accommodation Charge

- 1.1 Shoreham Village will provide the Resident with room, board and nursing care (the services). The Resident and/or Resident's Authorized Representative will pay Shoreham Village the accommodation charge authorized by the Nova Scotia Department of Health, which is \_\_\_\_\_ per day.
- 1.2 The accommodation charge will include the basic services as contained in Appendix A, which is attached and forms part of this agreement.
- 1.3 The Department of Health will adjust the authorized accommodation charge annually and provide notice of this increase thirty days in advance of the November 1<sup>st</sup> effective date.

# **Optional Services**

2.1 Shoreham Village will inform the Resident and/or Resident's Authorized Representative of the "optional services" and associated fees that he/she may choose to access and that are arranged or provided by Shoreham Village. The "optional services" and associated fees are listed in Appendix B, which is attached and forms part of this agreement.

# Additional Charges

- 3.1 The Resident and/or Resident's Authorized Representative is responsible for, on an ongoing basis, appropriate clothing and adequate footwear, and as required:
  - (a) medications, and other treatments or aids ordered by a physician unless otherwise provided as "basic services" of Shoreham Village or as benefits of Medical Services Insurance (MSI);
  - (b) assistive devices, (e.g. wheelchair, walker, cane, etc.);
  - (c) eyeglasses, dental care, prosthetic devices (e.g. dentures, hearing aids, etc.), anything else which may be necessary for the Resident's safety, health and welfare while residing at Shoreham Village; and

- (d) needed repairs and/or replacement of the above effects.
  Shoreham Village may give the vendor the Resident's or the Authorized Representative's name and address for direct billing purposes.
- 3.2 The Resident and/or Resident's Authorized Representative or the Resident's Estate is responsible for any costs associated with the funeral of the Resident. The Resident and/or Resident's Authorized Representative is required to advise Shoreham Village of any prearranged funeral arrangements.

## Payment of Accommodation Charge and Other Expenses

- 4.1 The Resident and/or Resident's Authorized Representative will pay the Department of Health authorized Accommodation Charge by no later than the first day of each month, for the coming month.
- 4.2 The method of payment shall be Pre-Authorized Debit. Cash or cheque are also acceptable payment methods which can be used on admission; however, a Pre-Authorized Debit would need to be setup for future payments.
- 4.3 If payment of the authorized Accommodation Charge, "optional services" if applicable, and additional charges, is not received, Shoreham Village will initiate the process for collection of the overdue account and the Resident may be discharged from Shoreham Village.
- 4.4 Upon execution of this agreement the Resident and/or Resident's Authorized Representative will also pay Shoreham Village <u>in advance</u> the total Accommodation Charge for all days in the month in which the Resident is admitted to Shoreham Village. In the event that services do not commence on the first day of the month, the Resident and/or Resident's Authorized Representative will pay the total Accommodation Charge for the remaining days in the first month in advance.
- 4.5 An invoice for the Accommodation Charge as well as all other applicable expenses incurred by Shoreham Village together with all applicable taxes will be rendered by Shoreham Village to the Resident and/or Resident's Authorized Representative every month. Such monthly invoices will include the total Accommodation Charge, expenses incurred by Shoreham Village for 'optional services' as per paragraph 2.1 of this agreement, additional charges as per paragraphs 3.1 and 3.2 of this agreement together with all applicable taxes for the month preceding that in which the invoice is rendered. The total amount shown owing in such invoice is due upon receipt.
- 4.6 The amount paid for room and board is based on the Resident's income, and the Resident's Spouse's income if applicable. Therefore, the Resident and/or Resident's Authorized Representative must file a Canada Revenue and Customs Agency (CRCA) *Income Tax and Benefit Return* annually. The Resident and/or Resident's Authorized Representative must provide a copy of the Resident's CCRA *Notice of Assessment* or *Income Tax Summary* to Shoreham Village on an annual basis. If the Resident has a spouse, these same requirements are applicable for the spouse. In addition, the Resident, Resident's Spouse, if applicable and/or Resident's Authorized Representative may be required to sign a consent form to allow the Department of Health to obtain the necessary financial information.

- 4.7 The Resident and/or Resident's Authorized Representative is responsible to advise the Department of Health and Shoreham Village of any changes in the financial status of the Resident.
- 4.8 The Resident is strongly encouraged to apply immediately for the "Disability Tax Credit" for income tax purposes. It is to the Resident's advantage to claim this deduction, which will lower or eliminate the amount of income taxes payable by the Resident.

## Permitted Activities

- 5.1 The Resident and/or Resident's Authorized Representative agree that Shoreham Village may as it deems necessary:
  - (1) contact the Resident's physician to obtain medical information or medical records concerning the Resident;
  - (2) consult with others providing medical care or services to the Resident and release or obtain relevant information or records to or from such persons or agencies;
  - (3) assess and re-evaluate the Resident's special care requirements on an ongoing basis and adjust the type or level of special care services provided to the Resident accordingly;
  - (4) incur expenses for the Resident's benefit (e.g. ambulance, transportation to medical appointments, etc.), expenses which are not recoverable from the provincial health care system and will be charged to the resident; and
  - (5) pay physician's fees and medications, treatments or aids ordered by physicians attending to the Resident, expenses which are not recoverable from the provincial health care system and will be charged to the resident.

#### Trust Funds

- 6.1 In addition to the security as provided for in paragraphs 4.1, and 4.2 of this agreement, the Resident and/or Resident's Authorized Representative may from time to time deliver money to Shoreham Village in trust for the Resident. Shoreham Village will issue receipts for all such deposits. All money delivered to Shoreham Village in trust (the Trust Monies) will be held by Shoreham Village in trust for the Resident's benefit and will not be distributed except as provided in this agreement.
- 6.2 Shoreham Village will deposit the Trust Monies (together with monies held in trust for other Shoreham Village residents) in an account (the "General Resident Trust Account") maintained separately from all other Shoreham Village accounts at a Canadian financial institution.
- 6.3 Interest earned on the Trust Monies will not accrue to the Resident's benefit, unless the balance is \$1,000.00 or more. Instead, any interest on the Trust Monies will be applied to pay banking service charges levied in respect of the General Resident Trust Account and any residual interest will be used for

the benefit all Shoreham Village residents as approved by the Resident and Family Council. Shoreham Village will pay the Resident interest on Trust Monies with a minimum monthly balance of \$1,000.00.

- 6.4 Subject to paragraph 6.8, the Resident may withdraw all or part of the Trust Monies during ordinary Shoreham Village office hours. Shoreham Village may distribute the Trust Monies to the Resident in cash or by cheque.
- 6.5 Shoreham Village will keep the following records for inspection by the Resident, Resident's Authorized Representative and the Resident's estate for a period of one year following the withdrawal of all Trust Monies:
  - (a) records of all Trust Monies deposited;
  - (b) records of all Trust Monies withdrawn;
  - (c) copies of all deposit and withdrawal receipts;
  - (d) records of all banking service charges levied in respect of the General Resident Trust Account, and
  - (e) record of all expenditures for the general benefit of all Shoreham Village residents.
- 6.6 Shoreham Village will maintain a record of Trust Monies in the General Resident Trust Account which will indicate the date and amount of all deposits and withdrawals of Trust Monies and Shoreham Village will provide a copy of such record to the Resident, Resident's Authorized Representative or the Resident's estate upon request, having received seven days advance notice of such request.
- 6.7 The General Resident Trust Account may be audited by government officials from time to time.
- 6.8 Shoreham Village will have 60 days after the Resident ceases to reside at Shoreham Village to distribute all Trust Monies not previously withdrawn to the Resident or the Resident's estate.

## Waiver of Liability

7.1 The Resident personally or through the Resident's Authorized Representative hereby releases Shoreham Village, its Agents, Board of Management, Administrators, contracted workers, and employees from and against any liability of any kind whatsoever for any loss or damage to the Resident's personal property.

## **Termination**

- 8.1 The Resident and/or Resident's Authorized Representative may terminate this Agreement by providing Shoreham Village not less than thirty (30) days' written notice that care services for the Resident shall be discontinued.
- 8.2 Shoreham Village may terminate this agreement immediately and without notice to the Resident and/or Resident's Authorized Representative upon default or breach by the Resident and/or Resident's Authorized Representative of any of the provisions of this agreement. Otherwise, Shoreham Village may terminate this agreement by providing to the Resident and/or Resident's Authorized Representative thirty (30) days written notice that such agreement is being so terminated.

Severability

9.1 Any provision of this Agreement, which is void or unenforceable, is ineffective to that extent without invalidating the remaining provisions.

My (our) signature(s) below as the Resident and/or Resident's Authorized Representative indicates that I (we) have read, or had read to me (us), the provisions of this agreement, that I (we) enter into this agreement voluntarily, and that I (we) agree to be bound by its terms.

IN WITNESS WHEREOF the parties hereto have executed the Agreement the \_\_\_\_\_ day of

, 2018.

| Resident's Authorized Representative     |  |
|--|--|
| (e.g. Power of Attorney, Legal Guardian) |  |

Witness

### **Contact Information of Authorized Representative**

Phone:

E-mail: \_\_\_\_\_

□ I would like to receive an electronic version of Shoreham's Newsletter

Resident

Witness

Shoreham Village Senior Citizens Association

Witness

NOTE:

- 1. If the resident will pay for services, the Resident must sign this agreement. The Resident's Authorized Representative must also sign in case the Resident becomes incapacitated.
- 2. If someone other than the Resident will pay for services that person must sign as the Resident's Authorized Representative.

#### <u>Shoreham Village Senior Citizens Association</u> <u>Admission Policy - Appendix A</u>

Each long term care facility resident pays an accommodation charge that is authorized by the Department of Health. The following is a list of basic services that a long term care facility provides at no additional charge to the resident. *This list does not necessarily constitute a complete inventory of the services available at no additional charge to the resident.* 

- 1. Nursing and/or Personal Care:
  - Nursing Homes Nursing and personal care on a 24-Hour basis, including care given by or under the supervision of a registered nurse, the administration of medication, and assistance with the activities of daily living.
  - Residential Care Facilities and Community Based Residences Personal care and or supervision on a 24-Hour basis, including care given by non- registered staff, the administration of medication, and assistance with the activities of daily living.
- 2. Selected common over the counter medication and treatment products. (Note: Prescription drugs are the responsibility of the resident. Residents may be eligible for Nova Scotia Pharmacare benefits).

3. Dr. Karen Cox is the physician for all residents of Shoreham Village. (Note: Charges for services that are not covered under Medical Services Insurance, MSI are the responsibility of the resident).

- 4. Supplies and equipment necessary for the care of the residents, including the management of skin care, the management of incontinence, and standard precautions for infection control.
- 5. Supplies and equipment for personal hygiene and grooming, including skin care products, shampoos, soaps, toothpaste, toothbrushes, denture cups, toilet tissue and facial tissue.
- 6. Equipment for the general use of residents, including portering wheelchairs, mechanical lifts, shower chairs, and commodes. This does not include items that are individualized for a specific resident.
- 7. Meal services and meals, including three meals daily, afternoon and bedtime snacks, therapeutic diets, dietary supplements, and when prior approved by the Department of Health, specialized formula, supplies and equipment required for tube feeding.
- 8. Social, recreational, and physical activities and programs, including the related supplies, equipment and staff.
- 9. Laundry, including labeling, machine washing and drying of personal clothes.
- 10. Bedding and linen, including mattresses, pillows, bed linen, washcloths and towels.
- 11. Bedroom furnishings including beds, beside tables, chairs, drawers, and wardrobes or closets.
- 12. Semi-private, or private accommodation with or without private washroom. Facilities that have private or semi-private rooms/washrooms are prohibited from charging extra, and assign such rooms based on resident care needs first.
- 13. The housekeeping and maintenance of accommodations.
- 14. Suitable space both indoors and outdoors for the relaxation of residents, and for resident council meetings.
- 15. Resident trust account services.

#### Shoreham Village Admission Policy-Appendix B

### Please note that you are responsible to pay for the following items (note that list is not all inclusive):

Dry Cleaning Tax return preparation Funeral expenses Prescription medication Non-prescription medication including herbal remedies, and vitamins Personal grooming supplies Transportation services - Taxi charges vary depending on trip - Ambulance fees

- Travel attendant (if required)

Newspaper subscription (Please ensure that invoices are mailed to the person responsible for payment) Telephone Service in resident's room (Choice of either Bell Aliant or Eastlink. Please ensure that invoices are mailed to the person responsible for payment)

#### The following services can be arranged and billed through Shoreham Village.

Advanced Foot Care (Service is performed every six weeks with a cost of \$35.00) Cable Services (\$25.00 per month)

Shoreham Village has a hair salon within our facility. (A list of services and prices is available at the hair salon)

#### Please complete this section regarding Hairdressing Services

Select one of the following:

\_\_\_\_\_ I authorize the hairdresser to charge services to my account

\_\_\_\_\_ I will pay the hairdresser directly (**PREPAYMENT REQUIRED**)

\_\_\_\_\_ I do not require the services of the hairdresser

Please note the frequency of requested hairdressing services, for example weekly, bi-weekly, monthly etc.

# Service Requested (Cut, Set, Perm, wash etc.)

Frequency \_\_\_\_\_

Signature \_\_\_\_\_