

Narrogin Cottage Homes (Inc)
(Karinya Frail Aged Hostel)

Conditions for Occupancy

in

**Narrogin Cottage Homes
(Karinya Frail Aged Hostel)**

Residential Care Facility

These Conditions form part of the Residence Agreement between Narrogin Cottage Homes and each resident in our Residential Care Facility.

By signing the Residence Agreement a resident agrees to all of the conditions in this document.

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1. Residential Care Facilities

Hostels and Nursing Homes are now known collectively as Residential Care Facilities. A Hostel is referred to, within this document, as a low band facility.

Residential Care Facilities operated by Narrogin Cottage Homes Inc are funded by the Commonwealth Government under the provisions of the Aged Care Act 1997 (“Act”) and are subject to the provisions of that legislation.

The terminology used in these conditions or any agreement subject to these conditions has the same meaning as in the Aged Care Act 1997 and the Aged Care Act Principles 1997, unless specifically stated otherwise.

Many of the provisions in these Conditions and in the Residence Agreement are a direct result of the above legislation, including the Charter of Resident’s Rights and Responsibilities.

2. Entering a Low Band Facility

Before a person can move into a low band facility (Karinya Frail Aged Hostel) they must be assessed as needing one of these forms of residential care by an Aged Care Assessment Team (ACAT).

Generally a person who is assessed as needing Low Care will be approved for entry to a low band facility.

However, for some people with dementia and a High Care assessment, but no need for nursing care, ACATs may give approval for entry to a low band facility with special facilities and expertise in caring for people with dementia.

3. Variation of Agreement

The Agreement may be varied by mutual consent between the parties following adequate consultation provided that it will be taken 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 otherwise, which requires a variation to the rights and obligations of the resident and Narrogin Cottage Homes Inc under this Agreement.

Subject to any variation made in writing as above, these conditions and any agreement subject to them, include all matters negotiated between Narrogin Cottage Homes Inc and the resident (or representative). Any matters not included in these conditions or any agreement subject to them are not enforceable by the resident or Narrogin Cottage Homes.

4. Assistance to Understand Agreement

Narrogin Cottage Homes Inc will provide the resident or resident’s representative with assistance to understand the terms of this agreement.

This will be done via a personal interview with an appropriately qualified staff member and, where necessary, the use of an interpreter service.

5. Services Provided

Services at Residential Care Facilities are provided to residents in response to assessed need and are specified in the Principles under Aged Care Act in two broad areas as follows:

- Hotel Services which are the core accommodation services listed in section 5.1;
- Residential Care Services listed in section 5.2 which are available to all residents; and

5.1 Hotel Services

The list of services below is reproduced from the Residential Care Manual. Services are to be provided for all residents who need them.

5.1.1 Administration

General operation of the facility including maintenance of resident documentation.

5.1.2 Maintenance of all buildings and grounds

5.1.3 Accommodation

Utilities such as electricity and water

5.1.4 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, drawscreens (for shared rooms), resident wardrobe space, towel rails.

5.1.5 Bedding

Beds and mattresses, bed linen, blankets and absorbent or waterproof sheeting.

5.1.6 Cleaning services, goods and facilities

Maintain cleanliness and tidiness of the entire facility. Excludes: a resident's personal area where they choose and are able to maintain it themselves.

5.1.7 Waste disposal

Safe disposal of organic and inorganic waste material.

5.1.8 General laundry

Provision of heavy laundry facilities and services; the provision of personal laundry services, including laundering of clothing that can be machine washed.

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 themselves.

5.1.9 Toiletry goods

Bath towels, face washers, soap, toilet paper.

5.1.10 Meals and refreshments

- (a) preparation and distribution 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;
- (b) supply of special dietary requirements having regard to either medical need or religious/cultural observance;
- (c) provision of food, including fruit of adequate variety, quality and quantity; and non-alcoholic beverages, including fruit juice.

5.1.11 The provision of 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.

5.1.12 The provision of emergency assistance

At least one responsible person who is continuously on call and in reasonable proximity to render emergency assistance.

5.1.13 Administration

Note: Further to the above it is Narrogin Cottage Homes policy that:

- *where the resident elects to provide their own furniture according to paragraph 5.1.4 such furniture must be assessed by the Manager and cannot be used if it is not appropriate to the care needs of the resident or would make it unsafe for staff to provide care to the resident; and*
- *under paragraph 5.1.6 the resident or the resident's family are responsible for the cleaning and dusting of small ornaments and memorabilia, which may be of high financial or sentimental value to the resident.*

5.2 Residential Care Services Provided to All Residents

The list of services below is reproduced from the Residential Care Manual. Services are to be provided for all residents who need them.

5.2.1 Assistance in the activities of daily living

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

- (a) bathing, showering, personal hygiene and grooming;
- (b) maintaining continence or managing incontinence, and the use of aids and appliances designed to assist continence management.
- (c) eating, use of eating utensils and eating aids, including actual feeding where necessary; and the provision of eating aids;
- (d) dressing, undressing, and the use of dressing aids;
- (e) 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;
- (f) 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.

Excludes: hairdressing.

5.2.2 Provision of emotional support to, and supervision of, residents

5.2.3 Treatments or procedures

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 State regulations.

5.2.4 Provision of recreational therapy

Recreational activities suited to residents; assistance with participation in those activities and the provision of communal recreational equipment.

5.2.5 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.

5.2.6 Provision of 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 with the relatives of the resident, or other persons representing the resident's interest, or are made direct with the practitioner.

5.2.7 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 other persons representing the resident's interest.

5.2.8 Support for people with cognitive impairment

Individual attention and support because of recurrent confusion, including dementia, and other cognitive impairments and behavioral disorders. This would include individual therapy activities and specific programs designed and undertaken to prevent or manage a particular condition or behavior 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.

****Note: Notwithstanding the provisions of paragraph 5.2.1 (above) it is Narrogin Cottage Home's policy that this does not include: the provision of items such as toiletries or aids for the personal use of the resident, including aids to continence, which Narrogin Cottage Homes has never in the past provided to Hostel residents and is not required to provide to Low Care residents under the Act.***

6. Method of Calculation of Daily Care Fees

Fees are worked out and charged from time to time on the basis of an individual's capacity to pay as assessed by either the Department of Social Security ("DSS") or the Department of Veterans Affairs ("DVA") as follows.

1. The standard fee:
 - for residents who receive the full pension is 85% of the Aged Pension.
 - for part pensioners and residents who are not receiving an income support payment (eg Centrelink or DVA pension) is 85% of the Aged Pension plus the pensioner supplement.
2. Where a resident is entitled to compensation from any source which takes into account the cost of providing residential care the relevant subsidy received by Narrogin Cottage Homes is reduced and the resident is required to pay an equivalent amount to Narrogin Cottage Homes as additional fees.
3. Where a resident's income has been assessed by Centrelink or DVA as being above a designated level the relevant subsidy received by Narrogin Cottage Homes is reduced and the resident is required to pay an equivalent amount to Narrogin Cottage Homes as additional fees.

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4. If a resident elects not to have a Centrelink income assessment or elects not to have Centrelink or DVA pass on his or her income information to the Department of Health and Family Services he or she must pay the lesser of the maximum allowable daily fee or the full cost of the care provided.
5. Individuals may also apply to the Department of Health and Family Services for a reduction in their fees due to personal hardship.

For all residents, income, and hence the fee payable, may be reviewed by Centrelink or DVA, on demand or on application by the resident.

6.1 Provisional Fee

Because the results of the above income assessments are not available to Narrogin Cottage Homes until after a person moves into a Residential Care Facility Narrogin Cottage Homes charges individual residents a fee equal to the maximum allowable fee from commencement, and makes a refund when advised of the correct fee payable by the resident.

To avoid any financial hardship Narrogin Cottage Homes permits residents to pay a smaller amount on account of the fee set out in the Agreement pending advice of the fee payable. In determining the amount to be paid on account the resident must give Narrogin Cottage Homes evidence of his or her pensioner status in the form of a copy of his or her most recent assessment notice from either the Centrelink or the DVA, or in the case of non-pensioners, a statutory declaration of income.

6.2 Variation of Fees

Fee changes resulting from changes to the rate of pension or other factors affecting the basis of calculation of fees set out in Clause 6 (above) are effective from the date of effect of the changes which gave rise to the fee change.

Fee changes resulting from changes to the resident's means will be effective from the date of effect in the advice from the Department of Health and Family Services advising of the change, or if there is no such date of effect, from the date of receipt of the advice.

6.3 Payment of Fees

Fees are payable fortnightly in advance from the Commencement Date in the Agreement, including any periods of leave as permitted under the Act, until the Agreement is terminated and the resident has vacated the Facility together with all belongings.

For the safety of staff and residents in Narrogin Cottage Homes our method of collecting fees is via a direct debit from the resident's bank account. Any costs of such direct debit are borne by Narrogin Cottage Homes.

6.4 Interest on Arrears

Interest at the Treasury Note Yield rate for the month, two months prior to the month of entry to the facility will be charged on any arrears.

However, where a Provisional Fee has been charged pending advice from the Department of Health and Family Services the correct fee to be paid by the resident and the Provisional Fee is higher than the correct fee is less than the Provisional Fee, interest will not be charged on any arrears in the Provisional Fee which are greater than would have accrued had the correct fee been charged from the Commencement Date in the Agreement.

7. Accommodation Payments

In addition to fees for care and services residents in a low care facility are required to make an accommodation payment.

A person who is assessed as needing low care is required to pay an **Accommodation Bond**. This is subject to a means test and applicants are required to provide a Statutory Declaration of Income and Assets in order for Narrogin Cottage Homes to assess the correct amount to be paid.

Please refer to the booklet entitled “5 Steps to Entry into Residential Aged Care” from the Department of Health and Aging supplied by the Narrogin Cottage Homes.

7.1 Accommodation Bonds

If a facility has charged an Accommodation Bond and certification or accreditation is withdrawn then any Accommodation Bond paid by any current resident, less any draw down amounts permitted by the Act, must be refunded to the resident, but if certification or accreditation is subsequently achieved the refund amount is to be repaid to Narrogin Cottage Homes.

7.1.1 Accommodation Bond payable

The maximum amount of Accommodation Bond applicable to Karinya Hostel is determined by the Board of Management of Narrogin Cottage Homes Acting under direction from the Commonwealth Department of Health & Aged Care.

The Act provides that after paying an Accommodation Bond a person must retain assets to the value of 2.5 times the annual rate of the Aged Pension. The family home is not counted as an asset in this context if a spouse or dependent child is living in the home or where a carer or close relative who is eligible for an income support benefit (eg pension) has lived there continuously for the past two years.

Applicants must give Narrogin Cottage Homes information on their assets in the form of a Copy of the CALCULATION OF ASSETS from the Application for Respite care or Permanent entry to Aged Care Homes from CENTERLINK in order to determine the level of Accommodation Bond payable by the Applicant.

Narrogin Cottage Homes will use the full extent of the law to recover any underpayment resulting from the setting of an Accommodation Bond lower than that which could be lawfully charged as a result of a resident making a false or inaccurate Statutory Declaration.

7.1.2 Methods of payment of Accommodation Bond

Currently Narrogin Cottage Homes has a maximum Accommodation Bond of \$50,000.00.

Narrogin Cottage Homes will receive from the Accommodation Bond an annual amount (the retention Fee) permitted under the Act for a period of 5 years from the Commencement Date which will be as follows:

1. Between zero and \$32,500, the annual retention amount (the retention fee) is 10% of this assessed bond, with a minimum annual retention amount of \$ 100.00.
2. The maximum annual retention amount (the retention fee) as at 1st December 2007 is \$ 3,360.00 or \$280.00 per month..

This may be paid either by a lump sum, six monthly or annually in advance or by monthly periodical payment of one twelfth of this amount, in advance.

If the resident moves out of the facility within two (2) months then Narrogin Cottage Homes will receive payment amounts as if he or she had stayed for a full three months.

If the resident moves out of the facility before making payment then Narrogin Cottage Homes is entitled to payment of any income that would have been derived under this clause.

7.1.3 Interest

If a resident fails to make a payment of the Retention Fee by the due date then interest will be charged at the maximum rate permitted by the Aged Care Act, which is currently applicable at the 'Treasury Note Yield', for the two months prior to the invoice date.

7.2.3 Legislative change

If future changes to the law require or permit capital fees, additional fees or rates of interest to be calculated and charged in a different manner, the resident agrees to pay the maximum charges or rates of interest permitted under the new laws.

7.3 Moving To or From Another Facility

If a resident who has paid an Accommodation Bond at another facility, is assessed as requiring low care, and wishes to move to a Narrogin Cottage Homes facility, then the refund of Accommodation Bond from the other facility becomes the new Accommodation Bond and draw downs continue for the remainder of the five year period from date of initial entry.

7.3.1 Provision of information to third parties

If the resident wishes to move to another residential care service ("New Service") the resident authorises Narrogin Cottage Homes to provide the following information to the Provider of the New Service:

1. whether the resident has agreed to pay an Accommodation Bond or Accommodation Charge, and, if so the amount agreed including the Lump Sum Equivalent if the Accommodation Bond is agreed to be paid wholly or partly by periodic payments;
 2. the period remaining from the five years for which retention amounts can be drawn down from an Accommodation Bond or Accommodation Charges can be levied; and
- where Narrogin Cottage Homes is the recipient of information of that kind upon the resident moving from a previous residential care service to a service provided by Narrogin Cottage Homes under the Agreement, the resident authorises Narrogin Cottage Homes to obtain such information from the Previous Provider and to act in accordance with it.

8. Leave

To be counted as leave an absence must include an overnight period. Residents are permitted unlimited leave to attend hospital.

Social leave of up to 52 days per year is permitted under the Act during which time subsidies for the resident's care will continue to be paid.

If the resident exceeds the amount of social leave permitted under the Act the resident must pay to Narrogin Cottage Homes, in addition to the normal fees, an amount equal to any foregone subsidy which would have been paid had the resident not exceeded the leave entitlement.

9. The Rules of Residence in Narrogin Cottage Homes Villages & Hostel

Interpretation

In these rules unless the context otherwise requires the term:

“Agreement” means the agreement entered into between a resident and Narrogin Cottage Homes of which these Rules form part;

“Board” means the Board of Narrogin Cottage Homes;

“Property” shall mean and include the Residential Care Facility, building and premises described in the Agreement

“The Unit” means the Unit on the Property occupied by a resident.

“Narrogin Cottage Homes” means the Narrogin Cottage Homes Inc.

Rules

(a) Accidents

A resident is responsible for accidental or wilful damage to the Property, or any part thereof (normal wear and tear excluded), or loss of any Property and shall arrange for immediate repair or replacement through Narrogin Cottage Homes.

A resident must give Narrogin Cottage Homes prompt notice of any accident or defects in the water pipes, electrical installations or fixtures and Narrogin Cottage Homes, by their agents or employees, has the right to enter any unit at a reasonable hour to attend to any maintenance repairs or renovations it deems necessary for the safety and preservation of the Property.

(b) Cleanliness

A resident shall within the limits of age and health keep the unit in a clean and tidy condition. The resident must permit a representative of Narrogin Cottage Homes to enter at all reasonable times to carry out any cleaning and maintenance work that may from time to time be required or to check the need for same.

A resident shall not place or leave rubbish upon any part of the building used in common with other residents.

Narrogin Cottage Homes shall be responsible for cleaning of the Property.

(c) Electric light fittings and appliances

A resident must not without the previous consent in writing of Narrogin Cottage

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Homes make any alteration to any electric light fittings.

Any portable electrical appliances used by the resident within the Unit must be in compliance with the Australian Standard AS3105-1990, Approval and Test Specification - Electrical Portable Outlet Devices. Narrogin Cottage Homes reserves the right to test any appliances and to require that any that do not comply be removed from the Property.

(d) Fixtures and fittings

A resident wishing to install fixtures and fittings or carpets and window treatments may do so only after making written application and obtaining the written consent of Narrogin Cottage Homes. Such items, except carpets and window treatments, may be removed by the resident at the end of occupation of the Unit provided he or she makes good any damage caused by such removal.

(e) Garden and Grounds

Narrogin Cottage Homes shall maintain the garden and grounds. A resident may accept responsibility for any part of the garden as he or she desires by arrangement with Narrogin Cottage Homes.

(f) Illness

Should a resident appear or become ill, Narrogin Cottage Homes may ask a medical practitioner to visit the resident and may summon an ambulance. Such expenses as may be incurred and the costs of any medication prescribed shall be borne by the resident.

(g) Insurance

Narrogin Cottage Homes shall insure the buildings and contents for which it is responsible but this insurance does not include residents' personal belongings, this insurance being the residents' responsibility.

(h) Keys and Locks

A resident must permit Narrogin Cottage Homes to retain a master or duplicate key to the room.

A resident must at the termination of the Agreement deliver to Narrogin Cottage Homes or its duly authorised nominee all keys to the room.

A resident must not fit or have fitted any additional locks, pad-bolts, chain locks or other security devices which would hinder access by staff to the room.

(i) Nails, Hooks and Screws

Nails, hooks, screws or similar devices must not be driven in any interior wall of the room or Property except with specific approval and in accordance with the directions, if any, of Narrogin Cottage Homes.

(j) Noise and Nuisance

A resident or a resident's visitors must not make or permit any objectionable noises in the room or the Property or interfere in any way with other residents or those having business with them. At no time shall an instrument, radio or television be played so as to become a nuisance to other residents.

(k) Obstruction of passages

The entry passages landings and stairways shall not be obstructed by a resident or used for any purpose other than for entering and leaving the room. Before any furniture or large musical instrument is moved into or out of the building the resident must notify Narrogin Cottage Homes and the moving must be done under the

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supervision of and at a time approved by Narrogin Cottage Homes. Any damage caused by the moving must be made good at the resident's expense.

(l) Pets

No animal or bird shall be kept in or about the room or the Property.

(m) Privacy

Narrogin Cottage Homes acknowledges the resident's right to privacy and its staff will endeavour to fulfil their duties as far as practicable to take account of that right.

(n) Repairs and Renovations

All repairs and renovations shall be carried out or shall be arranged by *Narrogin Cottage Homes* only.

(o) Risk of Fire

The resident shall not carry on or permit in the room anything which may:

- render an increased or extra premium to be payable by Narrogin Cottage Homes for any insurance against fire or other risks over the unit or any other premises or buildings presently or later built on the Property or on any land adjoining the Property; or
- render any such insurance liable to forfeiture or reduce the insurer's liability under that insurance; or
- result in any such insurance being refused or withheld.

(p) Smoking

The resident SHALL NOT smoke any cigarette, cigar or pipe within the buildings of the Property.

(q) Staff duties

A resident must not interfere with the proper duties of Narrogin Cottage Homes' staff members.

(r) Telephone

A telephone may be installed in the room. The cost of installation, together with all rentals and other charges must be paid by the resident.

(s) Absences

A resident may be absent from the Property at any time.

The resident must notify Narrogin Cottage Homes if the resident intends to be absent overnight.

The resident shall continue to make payment of all fees and charges during periods of absence.

(t) Valuables

No responsibility is accepted by Narrogin Cottage Homes for valuables brought into the Property. Any loss of property of the resident is to be reported by the resident to the Police.

(u) Washing

No washing or clothes shall be hung on balconies or public places but the resident must use the appropriate facilities specified by Narrogin Cottage Homes.

(v) Toilets

The toilets, conveniences and other water apparatus must not be used for any purpose other than that for which they were constructed. The cost of making good any damage to toilets, conveniences and apparatus from misuse must be borne by the resident responsible.

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(w) **Windows**

A resident shall not throw anything out of the windows or over the balcony or place anything on the outside window sills of the Property or on the air conditioning unit.

Object of and Amendment to the Rules

(a) The object of the Rules

These Rules are made with the object of ensuring the welfare of all residents.

(b) Procedure for amendment

Any rule including this rule, may be amended by:

- i) Narrogin Cottage Homes, provided that the residents are consulted and notice of the intended amendment is given to residents one month prior to its coming into effect; or
- ii) a two thirds majority of those present at a residents' meeting, provided notice of the meeting date and the amendment to the Rules is given to the residents one month prior to the meeting. residents' amendments to the Rules are subject to the approval of *Narrogin Cottage Homes*.

10. Charter of Resident's Rights and Responsibilities in Approved Residential Care Facilities

A. Each resident of a residential care service has the right:-

- to full and effective use of his or her personal, civil, legal and consumer rights.
- to quality care appropriate to his or her needs.
- to full information about his or her own state of health and about available treatments.
- to be treated with dignity and respect, and to live without exploitation, abuse or neglect.
- to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation.
- to personal privacy.
- to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction.
- to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect.
- to continue his or her cultural and religious practices and to keep the language of his or her choice, without discrimination.
- to select and maintain social and personal relationships with anyone else without fear, criticism or restriction.
- to freedom of speech.
- to maintain his or her personal independence, 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.

B. Each resident of a residential care service has the responsibility:

- to respect the rights and needs of other people within the residential care service, and to respect the needs of the residential care service community as a whole.
- to respect the rights of staff and the proprietor to work in an environment free from harassment.
- to care for his or her own health 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.

11. Complaint Resolution

Complaints concerning the quality of care and services provided should first be brought to the attention of the carer, staff member or manager concerned for a quick resolution.

Where the resolution is not to the satisfaction of the resident or if the resident for whatever reason does not wish to discuss the matter with the staff member concerned there is a Complaints Form available to all residents in their Information Booklet and to residents, their family members and staff at discreet locations in common areas throughout the Facility. The completed Complaints Form can be lodged in the Suggestion Box located at the Facility or mailed to the office of the Chief Executive at: *Narrogin Cottage Homes, PO Box 394, Narrogin, WA 6312.*

Where it will be dealt with formally and discreetly.

Other external avenues of complaint also exist via:

Complaints Officer
Department of Health and Family Services
GPO Box 9848
Perth WA 6001
Phone: 9346 5225

AdvoCare406 Beaufort Street Highgate WA 6003
Phone: 9328 9294

12. Circumstances in Which the Provider Can Ask the Resident to Leave the Care Facility

Narrogin Cottage Homes will not ask the resident to leave the Care Facility unless:-

1. the Care Facility is closing;
2. the Care Facility no longer provides accommodation and care suitable for the resident having regard to the resident's long term needs as assessed in accordance with the Act and Narrogin Cottage Homes has not agreed to provide care of the kind that the resident then needs;
3. the resident no longer needs the care provided through the Care Facility after the conduct of such assessment as is required by the Act ;
4. the resident has not paid any fee properly due to Narrogin Cottage Homes within 42 days of the day when it is due for a reason within the resident's control;
5. the resident has intentionally caused:
 - serious damage to the Care Facility;
 - serious injury to an employee of Narrogin Cottage Homes or to another resident of the Care Facility;
6. the resident is away from the Care Facility for a continuous period of at least 7 days for a reason other than a reason permitted by the Act or an emergency.

For the purposes of Clause 2 (above) the level of care that can be provided at each Narrogin Cottage Homes Facility is defined in a site specific document defining the criteria to be used in selecting residents for entry to the facility and in determining when the care and accommodation no longer meet the needs of the resident. These criteria are included as a schedule to the Residence Agreement.

12.1 Resident's Rights Upon Being Asked to Leave the Care Facility

If Narrogin Cottage Homes decides to require the resident to leave the Care Facility, Narrogin Cottage Homes will give to the resident at least 14 days before the resident is required to leave written notice of:

1. the decision;
2. the reasons for the decision;
3. when the resident is to leave; and
4. the resident's rights about leaving, including the right of access to:
 - the complaints resolution mechanisms;
 - independent complaints processes; and
 - one or more representatives of an advocacy service

12.2 Provision of Alternative Accommodation

Narrogin Cottage Homes will not take action under this clause before suitable alternative accommodation is available that meets the resident's long term needs as assessed in accordance with the Principles under the Act and is affordable by the resident.

12.3 Steps to Assist Resident to Obtain Alternative Accommodation

Narrogin Cottage Homes will seek to locate a suitable vacancy in a Residential Care Facility either operated by Narrogin Cottage Homes or another provider and assist the resident in making application for such vacancy to the extent that the resident wishes such assistance. Narrogin Cottage Homes is under no obligation to provide alternative accommodation.

12.4 Care Facility Becoming Unfit for Habitation

If the Care Facility becomes unfit for habitation then Narrogin Cottage Homes will make all reasonable efforts to assist the resident to find suitable alternative accommodation but will not be under any obligation to provide that accommodation.

13. Default of Payment

In the event that any amount due by the resident to Narrogin Cottage Homes under the Agreement is not paid on or before the date upon which it is due Narrogin Cottage Homes is entitled to interest on such amount at the rate defined in clause 7.1.3 beginning 1 month after the day when the amount is payable and ending when the amount is paid or Narrogin Cottage Homes ceases to provide Care (whichever is the earlier).

In addition to any other right or remedy available to them, including by way of enforcement of security or under the Act, each party to the Agreement shall retain all rights and remedies otherwise available to them in relation to recovery of any money due under the Agreement and unpaid together with interest to which such party may be entitled and its costs of recovery.

14. Form of Agreement to Reallocate Bed/Unit Within a Facility
Confirmation of re-allocation of bed/unit under existing Residence Agreement

The resident or residents advocate is to sign the duplicate of this document as evidence that they agree to the re-allocation of accommodation and return it to Narrogin Cottage Homes.

The Original to be retained by the resident or advocate.

With respect to the Residence Agreement dated / / between

_____ (the resident) and Narrogin Cottage Homes.

For care and Accommodation at Karinya Frail Aged Hostel it is agreed that the accommodation described in the above Agreement at Clause 3 and the Fittings and Fixtures described at Schedule 1 shall no longer apply, and that the New Accommodation under the Agreement is as described below:

Room Number:

with fixtures and fittings as described in Schedule 1 to this amendment.

All other Terms and Conditions and statutory protection which existed under the original Agreement shall remain in force.

Signed by the Resident(/representative): _____

In the presence of:
Witness: _____

Address: _____

Occupation: _____

Date: _____

15. Form of Advice for Variation of Fees

“(for use when Department of Health & Aged Care assessment does not arrive within 28 days of entry and a payment on account of the provisional fee has been collected)”

To: *(insert resident or Advocate)*

We have now received advice from the Department of Health and Aged Care of the fees you are required to pay for accommodation in a Residential Care Facility.

In your Residence Agreement dated / / for accommodation at Narrogin Cottage Homes you agreed to a provisional fee of \$: from the / / ,28 days after your date of entry, pending the above assessment.

We also agreed to your paying the lesser amount of \$ on account of the provisional fee, pending advice from the Department of Health and Aged Care.

The new fee is less than the provisional fee and I have summarised the effect of this change below.

Please note that any overpayment has been credited against your account so that you have effectively paid in advance to the date indicated as the date for next payment below. If you wish, any such overpayment, less an amount equal to one month’s advance payment, will be refunded to you on demand. If you require this we will provide an updated table similar to the one below with the applicable amounts and dates.

Any underpayment is due and payable now:

Provisional Fee agreed with you and noted in the Agreement:	\$
New Fee payable from <i>(insert date)</i> (28 days after Commencement):	\$
Total fees due from <i>(insert date)</i> to <i>(insert next payment date)</i>	\$
Total payment received for the same period:	\$
Net overpayment (underpayment)	\$
Next payment due on <i>(insert date)</i> of	\$
New normal fortnightly payment due on <i>(insert date)</i> and each fortnight thereafter:	\$

Signed: _____
(Administrator)

Date: _____