



Personal Attendant Care Inc.
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THE CLIENT IS ADVISED BY PERSONAL ATTENDANT CARE INC. THAT HE/SHE HAS THE RIGHT TO INDEPENDENTLY REVIEW THE AGREEMENT WITH SOMEONE OF THEIR CHOICE PRIOR TO SIGNING

Service Contract

Between: Surname: _____ First: _____

And Personal Attendant Care Inc. to assist with Activities of Daily Living and or Homemaking Services as detailed in the "Client Service Plan" and as defined below, under the Long Term Care Act. I acknowledge that I meet the Eligibility Criteria of Personal Attendant Care.

- Have a permanent physical disability
- Sixteen years of age or older
- Able to direct my own care
- Insured under the Ontario Health Insurance Plan

By signing this Service Contract, I hereby acknowledge and agree to the terms of conditions under which this service is provided and as specified below:

1. That this Service Agreement ends at the time of yearly re-assessment.
2. Personal Attendant Care is a non-profit organization which abides by all rules and regulations established by the Long-Term Care Division of the Ministry of Health and the LHINS (Local Health Integration Network). This Service Contract is dependant upon continued government funding.
3. To participate in the development, direction, revision of the Client Service Plan.

4. To direct my care by clearly instructing the attendant on how my personal support and homemaking services are to be provided, as outlined in the Client Service Plan.
5. To provide and maintain in good repair, at my own expense equipment and supplies reasonably necessary for my care, such as gloves, transfer equipment, etc.
6. To have a contingency plan in the event that an interruption of my regular scheduled service occurs.
7. To promptly inform the agency if there are any changes in my health, living arrangements or any information relating to my contingency plan.
8. To provide as much notice as possible when changing or cancelling scheduled services.
9. To maintain an environment free of any health and safety hazards that may injure or otherwise harm the staff in my home.
10. I understand by signing this Service Contract, admission to program is not a guarantee of services.

I HEREBY ACKNOWLEDGE and AGREE AS FOLLOWS:

- A. That I have been informed that Personal Attendant Care Inc. provides service that is non-medical in nature and I agree to have any of my medical needs met by other health care professionals.
- B. That I am required to have a contingency plan in place and to utilize this plan when requested by Personal Attendant Care Inc. This may occur in emergencies such as:
 - Severe and unsafe weather conditions;
 - State of disaster whereby the Attendant is unable to reach the Client;
 - Unresolved Health and Safety issues (i.e. broken\damaged equipment, verbal, physical, emotional, and sexual harassment);

- Failure of myself to be available at time of pre-scheduled service;
- I am not willing to accept scheduled or replacement Attendant.

I hereby note my Contingency Plan to be the following:

Designated:

Name of Person: Surname: _____ First: _____

Telephone # _____

Self arranged:

I, _____, will call my friend/family/other when contingency plan in effect.

B. That Personal Attendant Care Inc. will provide or assist me with the following agreed upon services which are required by reason of my physical inability.

1. Personal Grooming and Hygiene
2. Bathing and Washing
3. Rising and Retiring
4. Breathing Apparatus (if applicable)
5. Toileting
6. Eating and Meal Preparation
7. Positioning/Transferring
8. Exercises (as per dated instructions by Physiotherapist/Occupational Therapist)
9. Housekeeping which includes washing dishes, dusting, vacuuming, clothes washing and drying, ironing and basic floor cleaning.

- C. I acknowledge I may take risk of personal injury to myself while directing my care but must not put my Attendant at risk for an Occupational Health and Safety Injury.
- D. To provide disposable latex or vinyl gloves for the Attendants to use while providing care as a Universal Precaution towards the prevention of transmittable diseases. If gloves are not available my personal care will be altered. Seven days will be given to provide gloves or services may be placed on hold until resolved.
- E. To demonstrate reasonable flexibility regarding time of pre-scheduled service.
- F. To collaborate with Personal Attendant Care Inc. representatives in providing a safe working environment for Personal Attendant Care Inc. employees when they are providing care for me. I agree to the following conditions:
- Smoking is not permitted by myself, family or visitor at the time the service is being provided;
 - To take measures to ensure that the walkway and entrances are clear of ice, snow, and any items that may cause injury to the Attendants or impede access for them.
 - To ensure that the entrance is well lit;
 - To take measures to ensure that animals in my home that are known to bite or have had previous attacks are kept in a secure area while the Attendant is providing service to me;
 - To have a smoke detector in my home and ensuring that it is maintained in proper working order and that batteries are changed annually;
 - To provide and allow for a working area that is well lit, free of clutter and free of toxic fumes;
 - To ensure that adequate supplies for care such as bed linens, facecloths, gloves, towels, soap, plastic bags for soiled attends, etc. are made available to the Attendant;
 - To not knowingly expose service providers to communicable diseases. To report any communicable diseases to the office.

- G. That I am also hereby advised that if a Health and Safety risk is identified by a Personal Attendant Care Inc. employee, the Lock out/Tag out procedure will be implemented and alternate care will be implemented until repair and/or replacement is provided. I understand that my usual care will proceed with the exception of the service that poses a Health and Safety risk for the Personal Attendant Care Inc. employee. This restriction will continue until an appropriate assessment has been completed by an Occupational/Physiotherapist/ Health and Safety Representative/ Client Service Supervisor and/or designate.
- H. That physical lifts/transfers are to be completed as detailed in my Client Service Plan.
- I. Contingency plan will be in effect until the equipment is serviced and/or repaired.
- J. That I am advised that Personal Attendant Care Inc. employees are unable to use any equipment required for my care that has had structural modifications done to it by anyone other than the manufacturer (i.e. any modification that null and voids the manufacturer's warranty).
- K. That I will not request any Personal Attendant Care Inc. employee to provide, bring or administer to me any substance that contributes to or supports an addictive behaviour (e.g. alcohol, lighting of cigarettes, un-prescribed medication or drugs, noxious substance).
- L. That Personal Attendant Care Inc. employee will call 911 if I am unconscious or am demonstrating any behaviour that indicates I may be at risk of harming other persons or myself. The cost of the emergency service will be my responsibility. Any "Advanced Directives" such as a "Do Not Resuscitate Order" must be specified, and discussed prior to the event, with my Client Service Supervisor.
- M. To have the Personal Attendant Care Inc. folder readily available for staff.

- N. To allow Attendants to complete visit details on the Personal Attendant Care Inc. documentation sheets located in the Personal Attendant Care Inc. folder. I agree that my family/visitors and I will refrain from making changes, adding comments, destroying or disposing of these sheets. If I disagree with any of the notations, I agree to discuss this issue with the Client Service Supervisor.
- O. To address any complaints to Personal Attendant Care Inc. by either verbal or written means in order that satisfactory resolution may be attained. Personal Attendant Care Inc. will address conflict through the complaint process detailed in the Complaint Appeals booklet provided in my Personal Attendant Care Inc. folder. I have the right to an “Appeals Process” if I am not happy with the outcome.
- P. To notify the office if my attendant is later than 15 minutes, fails to show or if I have been admitted to the hospital.*
- Q. That I have the right to request that an Attendant be exempted from my care, knowing that an increase of these will limit the number of Attendants who are available to provide my care.
- R. That signing a “*Consent for Release of Information form*” allows information required in the provisions of my care be shared with Personal Attendant Care Inc. employees, Community Care Access Centre, Ministry of Health, medical professionals, LHIN (Local Health Integration Systems) and other referring agencies. This information is shared only on a “need to know” basis. However, there are certain instances that confidential information must be reported. I understand that on this “Consent for Release of Information” I have the right to detail who is to be contacted.

I hereby acknowledge and understand that this Agreement may be cancelled by:

- By either party, with written notice. This will be given to the respective party with at least 60 calendar days prior to the desired date of service cancellation;
- If I am no longer able to direct my own care. Personal Attendant Care Inc. services will continue up to 60 days before discharge while coordinating alternate arrangements/services to be provided;
- If I, my family or visitors demonstrate any abusive behavior, threats of violence or harassment to any Personal Attendant Care Inc. employee.
- If I refuse to provide Personal Attendant Care Inc. employees with a safe working environment;
- If I decline to sign the yearly Consent for Release of Information or withdrawal consent of service at a yearly re-assessment;
- If my condition improves in a manner that I no longer require assistance;
- If my service has been on "hold" or not required for a period that exceeds 90 days.

IN THE WITNESS WHEREOF THE UNDERSIGNED HEREBY,

THIS _____ DAY OF _____, 20__.

SIGNATURE: _____
(Client or Legal Designate)

WITNESS: _____

APPENDIX A: The Bill Of Rights

Here are your rights as they appear in the Ontario Long Term Care Act:

1. You have the right to be treated in a courteous and respectful manner and to be free from mental, physical and financial abuse.
2. You have the right to be dealt with in a manner that respects your dignity and privacy and promotes your autonomy.
3. You have the right to be dealt with in a manner that recognizes your individuality and that responds to your needs and preferences. This includes preference based on ethnic, spiritual, linguistic, familial and cultural services.
4. You have the right to have information about community services provided to you and to be told who will be providing these services.
5. You have the right to participate in the assessment of your requirements, development of your Service Plan, review your requirements, evaluations and revisions of your Service Plan.
6. You have the right to give or refuse consent to the provision of any community service.
7. You have the right to raise concerns or recommend changes in connection with the community service provided to you and in connection with policies and decisions that affect your interests, to your service provider, government officials or any other person, without fear of interference, coercion, discrimination or reprisal.
8. You have the right to be informed of the laws, rules and policies affecting the operations of the service provider and the right to be informed in the writing of the procedures for initiating complaints about the service provider.
9. You have the right to have your records kept confidential in accordance with the law.

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