

From: David Dickson
Sent: January 23, 2025 8:38 AM
To: Health Minister <Health.Minister@gov.ab.ca>; Adriana.LaGrange@assembly.ab.ca
Cc: Drayton Valley-Devon <draytonvalley.devon@assembly.ab.ca>; Andrew Boitchenko <Andrew.Boitchenko@assembly.ab.ca>
Subject: FW: Unlawful modification of a PAD agreement and withdrawal of funds from TRUST accounts without authority. - SECOND REQUEST
Importance: High

URGENT SECOND REQUEST.

For the immediate, urgent attention and response of the Health Minister.

From: David Dickson
Sent: January 23, 2025 8:21 AM
To: COO Capital Care; (Finance - AHS); Finance Capital Care
Cc: Karen Dickson <karen.dickson@dksdata.com>
Subject: RE: Unlawful modification of a PAD agreement and withdrawal of funds from TRUST accounts without authority.
Importance: High

URGENT SECOND REQUEST.

redacted]

After our meeting at CCD yesterday, Karen and I went to [redacted]'s bank (where the original PAD was authorised) to collect some cheques for her. While there, we confirmed this modification of a PAD, especially to a TRUST account is not lawful.

Therefore, as a matter of urgency, in addition to the below please provide the details of the financial institution where the TRUST account is held, and who has access to make withdrawals from that account.

Many thanks,

David & Karen Dickson

David T. Dickson
C.E.O. DKS DATA (www.dksdata.com)
Consulting C.I.O.
Disabled Police Officer (retired - injury on duty)

From: David Dickson
Sent: January 21, 2025 10:57 PM
To: COO Capital Care; (Finance - AHS); Finance Capital Care
Cc: (Finance - AHS); Finance Capital Care; Karen Dickson <karen.dickson@dksdata.com>
Subject: RE: Unlawful modification of a PAD agreement and withdrawal of funds from TRUST accounts without authority.
Importance: High

Good evening, [redacted],

The issues here appear to be a direct impact of the rushed nature and lack of planning forced upon Capital Care (CC) and AHS in the deployment of Connect Care, which is clearly not fit for purpose at this time in continuing

care. This appears to be part of the current UCP government's pretence to meet their unreasonable (and false) political campaign promises regarding the dismantling of AHS. Be that as it may, the system has been implemented and the fallout, as I outlined in my email, impacts all residents and their families.

To clarify the point made re resident TRUST fund accounts. What has been implemented is not a lawful change to an agreed set of financial transactions in place since 2012 (in the case of [redacted]). A PAD agreement has some legal frameworks around its use as do TRUST accounts. This decision by AHS to separate one part of a clearly documented PAD agreement with Capital Care and [redacted], and then remove money related to that item out of another unrelated TRUST account, specifically designed and identified as a TRUST account, is unconscionable. These TRUST accounts are essentially petty cash accounts which are not and never were designed for these types of large regular monthly transactions which is what a PAD with a financial organisation is designed for. In fact, CCD has always been unable to process anything other than cash or cheques to **preload** the TRUST accounts with funds for **incidental** use by the residents.

Accessing the TRUST accounts in this way is not acceptable. Suggesting a delayed response from us is the problem to defend the actions of Capital Care and AHS is alarming. Note that the concerns were raised as soon as practical upon us becoming aware of the facts as was explained in the previous email. The fact that [redacted]'s account was not unique in the issues that have been created makes it clear the communication from Capital Care/AHS was either not received or not well communicated. Based on your response which I can only assume suggests support of this process, AHS may change any item from the PAD agreement including laundry to the whole accommodation charges to be billed and automatically withdrawn from TRUST accounts if Capital Care/AHS mailed a notice out (that could not be confirmed to be received). This level of disconnect with the required management of finances and the handling of TRUST accounts troubles us immensely.

The original agreement (attached again) required a blank cheque to identify the specific bank account from which money would be withdrawn. The original PAD agreement specified the entirety of the items approved for withdrawal from that specific account (accommodation, laundry, cable). This agreement contained the elements that are required for a lawful PAD agreement that must be agreed to by all parties. Although changing to another organisation on the billing side MAY be allowed (in some instances), taking money from another payee account is not (especially not from a TRUST account). Further, to modify part of the PAD agreement to take one item from another unrelated account is not something that is allowed for good reason as this could be used for fraudulent accounting practices.

As was discussed with AHS finance (and outlined below), the cable service, like the laundry service, is something provided by Capital Care and is not something that can be taken advantage of outside the accommodation agreement, unlike many incidental items chosen by [redacted] to be paid for out of her TRUST account. [redacted] does not own the cable service as CCD makes quite clear in the labeling of the cable box.



As the first unauthorised payment removed from the TRUST account appears to have happened on November 4th, 2024 (around the time of the Canada Post strike), that makes 74 days to report from the first instance. As we have reported the matter within the required 90 days for addressing under the terms and conditions expected by the Federal Government, this must be addressed immediately and in an appropriate manner. Note that this timing is also rendered moot by the very actions of Capital Care/AHS not being within the legal framework of a PAD or TRUST account.

To your question of Karen raising concerns earlier. Karen did not bring forward any concerns as she was not aware of any until the call on Friday. This lack of knowledge/understanding of the actions taken is clearly a wider issue than [redacted] with many residents and families impacted at CCD based on that Friday call. As I mentioned, we are in a rural area with its own postal challenges. Between that and the Canada Post delays, we were not aware of the unauthorised and unlawful change to a PAD agreement that has happened to all residents until the phone call on Friday. Contrary to the inference in your response, the issue is not related to the timing of the actions of Capital Care and AHS but with the actions themselves. Advance notice (without confirmation of receipt) of an unlawful act, is not acceptable practice.

I think I made the concerns very clear in the initial email and conversation with AHS finance on Friday. [redacted], the representative we spoke to on Friday, fully understood the concerns we raised and immediately escalated the call. This is not an issue that can be excused or defended, [redacted]. It must be addressed.

As a Project/Program manager for many decades I have to say, Capital Care and AHS's failure to plan should not be the resident's emergency to address. This did not just impact [redacted], Karen and I but many residents at CCD (and I assume beyond). As you and [redacted] have both mentioned, Connect Care was never designed for continuing care. As a result, it has caused significant issues which impact the physical, mental and financial wellbeing of the residents in your care.

Can I ask how you would feel if your utility provider did a deal with your bank to have the Pre-Authorised Deposit taken from your savings account at another financial institution rather than your prearranged/approved bank account? Would you object if that took the second account overdrawn? I suspect you would be looking for an immediate addressing of the issue, not a response which attempts to redirect blame towards you as the client.

In summary (on the TRUST account), there is no lawful authority for AHS or Capital Care to split a preexisting PAD agreement and take one or more items from it and remove funds from another unrelated account, especially not a TRUST account. Note the account is in TRUST for [redacted], NOT AHS or Capital Care. To both mismanage those TRUST accounts and withdraw funds for the direct benefit of Capital Care/AHS is a breach of financial trust and unacceptable behaviour.

Despite all this, we have been reasonable in offering the appropriate solution below in creating another PAD agreement for the cable bill. This would be the only acceptable process that should have been considered to address the failings within Connect Care.

As regards the Care Plan (and other potential errors and omissions that may have not yet been identified during the rollout of Connect Care), "ASAP" is a timeline that passed before we met last week. As we discussed in our meeting last week, these significant and critical errors (requiring review of all resident care plans) were made no later than 3 months ago (and most likely earlier during the initial set up of Connect Care in 2024). You expressed serious concerns at what we brought to your attention regarding Connect Care (and more) along those lines, recognizing that this would have impacted residents' records across Capital Care and potentially beyond. As you agreed, how could such items have been missed (or ignored) by all staff at CCD for months until we brought them up last week, especially as this is the primary care record for day-to-day care? As we discussed, the errors Karen and I discovered, are related to issues with manual data entries (without any quality control steps) by RN's being

paid overtime during the project rollout while CCD suffered (and suffers) with ongoing staffing shortages impacting residents' safety and care.

Along with the other matters from masks impacting communication contrary to AHS guidelines, lifts (Sit-to-Stand, ceiling mounted and Hoyer) and an ongoing lack of informed consent issues we have raised at all our meetings, our intention is always to act in the interest of all residents. When the system fails them, it is beholden on all of us as their advocates to work together to find solutions that afford them the greatest quality and quantity of life.

Just before receiving this email, we received a message from [redacted] to state the specific concerns relating to Connect Care could not be raised at tomorrow's Resident Council Meeting as you were dealing with them. In the interest of transparency, residents/families should be aware that issues have been identified with the Connect Care rollout. I would hope you would not support any attempt to withhold information from the Residents' Council Meeting tomorrow as part of 'other business' (due to the timing it could not be added to the main agenda). Residents and family should be informed about and be able to have input on processes that directly impact care. I look forward to a response that means we can work together to resolve these urgent matters, [redacted].

David

David T. Dickson

Disabled Police Officer (retired - injury on duty)

From: COO Capital Care

Sent: January 21, 2025 4:04 PM

To: David Dickson <david.dickson@dksdata.com>

Cc: (Finance - AHS); Finance Capital Care; Karen Dickson <karen.dickson@dksdata.com>

Subject: RE: Unlawful modification of a PAD agreement and withdrawal of funds from TRUST accounts without authority.

Hi David

Thank you for forwarding your concerns related to ConnecCare. As you had advised me when we met you had provided a list of errors you found on [redacted] connectcare record to the Care Manager and Site Director at CCD. The Care manager will be working with her team to have these issues addressed asap.

With regards to the PAD agreement and the withdrawal of funds from the Trust accounts I am attaching the information that was communicated to either the resident or the person responsible for their finances in late September. It went in the package with the September statements which were mailed around the 25th of September. My understanding from the Business office at CCD this was mailed to Karen. Did you or Karen bring forward any concerns at that time related to the information in the memo?

We try to give people as much notice as possible when there are changes to billing processes etc.

I look forward to your response.

[redacted]

[redacted] **Chief Operating Officer | Capital Care**

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Karen was then directed to speak with AHS finance as regards this matter. As the TRUST account is supposed to be a petty cash account handled by Capital Care for the exclusive use of [redacted] for incidentals, the redirection to AHS, in of itself, was disturbing. All statements for [redacted]'s care and her trust account have come from Capital Care for over a decade (we have them all and have reviewed them). With the ongoing impacts of the Canada Post strike (and being at a rural Alberta address) we had not been able to review the most recent statements though.

On my return home later on Friday afternoon, I (David) received a call from [redacted] at the AHS finance department. She explained that AHS had now taken over direct management and billing of the Capital Care accommodation and TRUST accounts. She also stated that as part of the transition to Connect Care, AHS had MOVED cable billing from the approved and agreed PAD for Accommodation to the residents' TRUST accounts. I explained that this was not lawful for two reasons.

1. This is a TRUST account so AHS does not get to decide what they want to withdraw from it.
2. Capital Care CANNOT modify a PAD agreement to move to another financial account without the payee's written approval. [redacted] agreed and as such stated that the account would be approved to go overdrawn for the upcoming appointments. She also stated that we could make an e-transfer into the now apparently AHS controlled account. As I (David) explained to [redacted], this was not the point. AHS has now demonstrated a complete lack of trust in handling [redacted]'s TRUST account (along with ALL other residents with cable - which [redacted] agreed was most residents of Continuing Care in Alberta). We are unable to transfer any additional funds into that account until this matter is resolved due to this lack of trust in financial management.

AHS is not a party to the original PAD agreement (see attached). As such, their involvement at this time is even more concerning, especially after the public statements made by the Premier and Health Minister to the effect that AHS would not be involved in anything beyond Acute Care as of June last year (2024). Although with AHS owning APL and Capital Care, we know political assertions to be false and misleading. However, the true extent of AHS' continued and expanding involvement in the overall management of Albertans' health and finances to the point of gross negligence is more than troublesome.

Note we have attached a blank copy of the 2012 PAD agreement document between Capital Care (a separate and distinct corporate entity from AHS) and [redacted]'s legally authorized decision makers (Karen & David Dickson) which specifically includes the cable bill. Note that the cable boxes in residents' rooms are labeled as the "property of CCD".



As explained to Kristy, this service is (and always was) a part of the accommodation package and not a separate item over which the residents have any control. [redacted] cannot add her own internet or select aspects of the cable package as that is all controlled by Capital Care.

At no time has Capital Care or AHS been given permission to withdraw funds from [redacted]'s TRUST account in the manner recently abused by AHS since the implementation of Connect Care and especially as a result of the failings of this newly implemented system.

I do note that this failing seems to mimic ongoing documented issues related to the overstepping of lawful authority by AHS and Alberta Health since 2020. As a senior Program Manager and Enterprise Architect who has been involved in many government and private projects similar to the rollout of Connect Care, I am at a loss as to

the number of clear failures in planning, data management and quality control we have discovered in just the last week. I am in no doubt this is just the tip of the iceberg that has created physical, mental and financial hardships to this most vulnerable sector of the Albertan population.

At this time, we (Karen and David) must insist on;

1. the immediate return of all funds that were not approved to be removed from [redacted]'s account. We would also suggest this happen to all residents' TRUST accounts in Alberta due to the massive breach of Rule H1 relating to PAD transactions, along with a breach of the management of a TRUST account of vulnerable persons.
2. appropriate steps to complete a new PAD agreement for any outstanding (and forward looking) charges unlawfully transferred to the TRUST account by AHS.
3. escalation of this matter to the Finance Minister, Health Minister, Minister of Seniors and the Justice Minister. We are formally requesting an urgent meeting with those above to discuss this and other failings directly related to ongoing matters that have been exacerbated with the unsuccessful and mismanaged implementation of Connect Care, a process that is clearly not fit for purpose in Continuing Care.

In the interest of all Albertans, we look forward to an immediate response to this matter.

David & Karen Dickson for [redacted]

David T. Dickson

Disabled Police Officer (retired - injury on duty)