

David Dickson

From: David Dickson
Sent: January 20, 2025 2:12 PM
To: BCCContinuingCareInquiries@ahs.ca
Cc: Karen Dickson; Aileen Wong; Michael.Lam@ahs.ca; [REDACTED]@capitalcare.net
Subject: Unlawful modification of a PAD agreement and withdrawal of funds from TRUST accounts without authority.
Attachments: Blank2012PADagreement-CCD.pdf
Importance: High

To the AHS Manager/Supervisor/CFO of Finance for Continuing Care (Michael Lam)

CC: (for action and follow up): COO for Capital Care - Aileen Wong and Director of Finance for Capital Care- [REDACTED]

CC: Karen Dickson

We are writing as the PoA and Medical Proxy for [REDACTED], a long-time resident of Capital Care Dickinsfield. We met with Aileen Wong on Tuesday 14th, January, 2025 regarding critical errors in the health records of residents in Connect Care caused by poor data migration and manual transfer of resident information into a system not built to manage the specific requirements of the Continuing Care sector. These deficits pose an immediate risk to resident care and safety. During that meeting, it became obvious there are a whole host of issues that need urgent attention since the introduction and use of Connect Care by AHS as regards Care Homes.

On Friday 17th, January 2025, we were made aware of another serious and unlawful process that has been implemented with the introduction of this new system. Karen received an urgent call from RN [REDACTED] at Capital Care Dickinsfield (CCD) on the morning of the 17th to inform her that [REDACTED] TRUST account had insufficient funds to cover [REDACTED] upcoming [REDACTED] appointment on Monday 20th, January 2025. (Note that this appointment was not requested or approved and appears to be a miscommunication as the request was for [REDACTED] [REDACTED] as part of her ongoing personal care provided by the CCD staff). [REDACTED] also had a hair appointment booked for the afternoon of Friday 17th, January 2025 which would immediately put the account into overdrawn as the hair appointments are always paid from the TRUST account. During the conversation, [REDACTED] explained that she was working through many such phone calls to give the same message to residents and families about suddenly and unexpectedly overdrawn TRUST accounts which were previously in good standing. As [REDACTED] has been a resident of CCD for 13 years as of 2025 and this has never happened before, [REDACTED] at CCD stated she knew something must be very wrong for this to be the case. It became quickly clear that cable billing had been arbitrarily moved to be withdrawn from her TRUST account putting the TRUST account into the red.

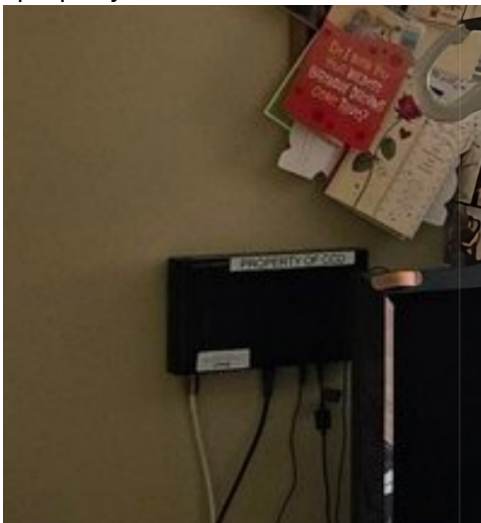
Karen was then directed to speak with AHS finance as regards this matter. As the TRUST account is supposed to be a petty cash account handled by Capital Care for the exclusive use of [REDACTED] for incidentals, the redirection to AHS, in of itself, was disturbing. All statements for [REDACTED] care and 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] TRUST account (along with ALL other residents with cable - which Rey 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] 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 [REDACTED], 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] 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] 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)

C.E.O. DKS DATA (www.dksdata.com)

Consulting C.I.O.

Management/Legal Consultant

Privacy and Cybersecurity Expert.

Cell: [REDACTED]

Fax: [REDACTED]

Email: david.dickson@dksdata.com

COVID 19 Information: <https://dksdata.com/COVID19>



ADMISSION AGREEMENT – PART 2 of 2 Long-Term Care

In addition to the terms described in Admission Agreement Part 1, I _____
 agree to the following: (name of resident)

1. Daily Charges

Private Room	Semi Private Room	Ward Room (not available at all sites)
\$55.90 per day	\$48.40 per day	\$45.85 per day

I have reviewed the above daily charges, and I agree to assume financial responsibility for any approved charges consistent with Alberta Health and Wellness or Alberta Health Services guidelines.

I request a (check one)

- Private Room Semi Private Room Ward Room (N/A at all sites)

I understand that my choice will be subject to availability and that I may be put on a wait list for my preference. Organizational needs will supersede the wait list.

2. Laundry Charges

There is a monthly charge of \$ _____ plus GST for personal laundry services (optional - see laundry services authorization form).

There is a charge of \$ _____ +GST for initial laundry labeling which includes the first issue of 144 laundry labels (not optional).

Additional laundry labels may be purchased at a per package (12 labels) cost of \$ _____ +GST.

3. Cable Television

There is a charge of \$ _____ + GST per month for in-room cable service. I am responsible for providing my own television that meets the requirements identified in the Resident Family Handbook. I wish to have a cable TV connection: YES NO

I understand that accommodation charges are subject to change with 90 days written notice. Laundry charges and cable TV charges are subject to change with 30 days written notice.

4. Voter Information

I give my consent for CapitalCare to release to the appropriate authorities any information necessary to ensure that I am able to participate in any federal, provincial or municipal voting processes.

- YES NO

Signature of Resident or Substitute Decision Maker

Relationship to Resident

Signature of Financial Decision Maker*

Relationship to Resident

**If the Resident Substitute Decision Maker above is not responsible for finances, obtain the signature of the Resident Financial Decision maker as well as the Resident Substitute Decision Maker.*

Signature of Witness

Date

5. Banking Information

CapitalCare will be withdrawing monies for accommodation fees directly from my bank account.

Please attach a voided personalized cheque to this document, or provide the following information from your financial institution:

Account type : : Chequing Savings

Name of Financial Institution	Address of Financial Institution
Branch (transit) Number (5 digits)	Bank Number (3 digits)
Account Number (maximum 12 digits)	

- I authorize CapitalCare to withdraw funds from my banking account stated above.
- This authorization is to remain in effect until I send written notice of change or cancellation

Name of Resident (please print)

Signature of Resident or Substitute Decision Maker

Name of Witness (please print)

Signature of Witness

Date