



CONTRACT OF CARE POLICY

DOCUMENT CONTROL		
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Contract of Care

Residential / Respite Unit

June 2014

Our Contract With You And/or Your parent(s), Guardian or Designated Representative

1. This contract of care is being given to you following an assessment of your health, personal and social care needs. A copy of this contract will be given to you or your parent(s), guardian or designated representative when you have signed the contract. **This contract must be signed by you or your parent(s), guardian or designated representative prior to admission.**

2. While in _____ it is intended that all reasonable endeavours will be used to provide care appropriate to your assessed needs within a comfortable and homely and safe environment. The layout of the residence is intended to provide a safe and secure environment for all our residents. The Residents Guide and Statement of Purpose for _____ will provide detailed information about the physical environment as well as the services offered.

3. Where circumstances permit Cope Foundation will endeavour to provide single room occupancy; however in situations where this is not practicable you will be advised accordingly. In situations where residents request / or are known to prefer sharing accommodation, then this will be facilitated where practicable.

4. In addition Cope Foundation endeavours to provides residential respite as follows and which respite will, should it apply in your case and subject to such variations as may be necessary to give practical effect to its terms be governed by the terms of this contract:
 - Respite in dedicated respite facilities;
 - Respite in residential accommodation where a dedicated respite bed/s are available; and
 - Respite in residential accommodation where resident/s is temporarily absent.

5. In this document where the case so permits or requires any reference to you+ shall include your parent, guardian or designated representative as the case may be.

Services and Supports

All reasonable endeavours will be used to ensure that you will be provided with the following:

- Suitable and sufficient care and supports to maintain your welfare and well-being, having regard to the nature and extent of your dependency and needs as assessed and set out in your care plan.
- High standard of evidence based nursing (where required) and care practice.
- Medical care by a medical practitioner if required.
- Allied health care services such as Physiotherapy, Speech & Language Therapy and Occupational Therapy as appropriate and available.
- Opportunities to participate in activities appropriate to your interests and abilities.
- Support and consultation on an individual basis with a view to achieving and enjoying the best possible health.
- Appropriate care and comfort to address your physical, emotional, psychological and spiritual needs.

The Services of hairdresser, beautician, and chiropodist are made available either in the residence or in the community where possible. The cost of these services and any other services such as but not limited to alternative therapies / treatments are payable by the resident or the parent(s), guardian or designated representative.

Food and Nutrition

- You will be consulted on, and provided with food and nutrition in quantities adequate for your needs, which will be properly prepared, cooked, served and which will offer choice at each mealtime and which will be varied and take into account any special dietary requirements you may have and will be consistent with your individual needs.
- Appropriate assistance will be offered to you if you require such assistance with eating and drinking.
- Input from the dietician will be available if assessed as necessary.

Clothing

- Residents will be required to have their names on their clothing to ensure adequate identification when their clothes are laundered in the designated Centre or elsewhere.
- Facilities will be made available for you to store, maintain and use your own clothing.

Personal Property and Possessions

- Space will be provided for a reasonable number of personal possessions and you will retain control over your personal possessions.

A record is kept of your personal property

Visits

Arrangements are in place for you to receive visitors and this shall be governed by Cope Foundations Visitors Policy

Religious Services

- Facilities and arrangements are in place to provide residents with the opportunity to practice their faith if they choose.

Telephone

- There are telephone facilities available to you. Staff will support you to make /receive calls should you require assistance.

Care Plan

- It is intended that a plan of care to meet your needs will be devised with you within 28 days of your admission.
- A copy of your care plan will be made available to you and/or parent(s), guardian, designated representative.

Nursing and Medical Records Maintained

- A record will be made of your medical and nursing condition on admission.
- Nursing records of your health and the care you receive will be maintained and completed on a daily basis where applicable and appropriate.
- A medical record will be maintained by your doctor with details of investigations made, diagnosis and treatment given. In situations where you access a GP other than the medical officer at Cope Foundation, you will be required to furnish details of any interventions / investigations as they occur, or at least at yearly intervals.
- A detailed record of all drugs and medicines prescribed for you and administered to you will be maintained on a daily basis. In situations where you wish to self-medicate, this will be assessed and supports provided to you.
- A record of any accident or of any incident which involved you will also be maintained in the designated Centre.

Management of Finances

- Charges for inpatient services will be imposed, under the Health (Amendment) Act, 2007. This charge applies for all residents over the age of 18 years.
- A Financial Assessment Form as per Health (Charges of In-Patient Services) Regulations 2005 will be completed on your behalf by COPE Foundation prior to your admission. This assessment form should be completed having regard to the National Guidelines for Assessment of Long Stay Charges . Appendix 1.
- All fees due or owing under this contract are payable to the administrator in either of the following ways:
 - COPE Foundation can become an agent through the Department of Social Protection for the payment of your Pension / Allowance and charges can be received from this allowance on a weekly basis. The balance can be transferred to a Patient Private Property Account held by COPE Foundation.
 - An invoice may be sent you and/or parent(s), guardian, designated representative on a monthly basis for payment.
- Where you are unable to manage your own financial affairs, various arrangements can be put in place to assist you. This will be discussed with you and/or your parent(s), guardian or designated representative.

Your Rights

The Health Acts of 2007, and the National Quality Standards for Residential Care Settings in Ireland 2013 outline in detail the rights of Children and Adults in designated Centres for persons with disabilities. The registered provider (COPE Foundation) in respect of the above legislation and standards agrees to the following where practicable:

- that you be provided with and receive all medication as prescribed for you by your doctor in the quantities and in the manner prescribed;
- that you have reasonable opportunity for occupation and recreation appropriate to your interests and abilities;
- that you be enabled to exercise choice to the extent that it does not infringe the rights of other residents;
- that you have privacy in all aspects of your life to the extent that you are able to undertake personal activities in private;
- that you are provided with reasonable information concerning current affairs, local matters, voluntary groups, community resources and events;
- that you are respected, including, your sexuality, religious persuasion, racial origin, cultural or linguistic background;
- that you are enabled to exercise civil, political and religious rights;
- that you are consulted and encouraged to participate in the organisation of the designated Centre;
- that you are supported to make a complaint about any aspect of the service you receive in the designated Centre; and
- that you are made aware that there are policies and procedures in place to endeavour to ensure you are protected from all forms of abuse.

Your Responsibility to Us/Others

1. You are required to respect the privacy and dignity of other residents and staff.
2. You are required to permit the staff to carry out their duties for the benefit of you and welfare of others within the residential unit.
3. You are only permitted to smoke in the designated smoking area.

Temporary Absence by the Resident from the Designated Centre

- Residents or their representatives are asked to inform the person in charge of any intention to leave the designated Centre and of the approximate time of their return. Reasonable notice shall be given of the intended absence.
- In the event of the resident being absent for a period of time after a period of three months unless otherwise agreed the residential bed will be deemed vacated and the contract will cease.
- The person in charge will not be responsible for taking / accompanying residents to any appointment outside the designated Centre. This is the responsibility of the resident or their representative.
- When a resident is temporarily absent from a designated Centre for treatment at a hospital or other healthcare facility, all reasonably relevant information about the resident will be provided to the receiving facility, and all reasonably relevant information will be obtained from the facility on the resident's return to the designated Centre. Should the resident require support whilst in hospital, all reasonable endeavours will be made to provide this support from the designated Centre; however, in situations where this is not practicable, you are required to engage external supports of family / agency.
- The period of care during any time spent away from the Centre on holidays or short breaks (save for treatment as outlined above) will not be funded by COPE Foundation.

Circumstances under which the Resident will be Discharged or the Contract Terminated:

In addition to an intellectual disability if conditions are present, which prevents the person from benefiting from the service he/she is attending in such circumstances the Board of COPE Foundation may decide to discharge the person from the service.

Exclusion Clauses

No director, employee, contractor or agent of Cope Foundation takes any responsibility for or accepts any liability for any loss, personal injury or damage of any nature, including but not limited to loss of profits, goodwill, or any other type of financial or other pecuniary or direct, indirect, special, incidental, punitive or consequential loss howsoever arising whether in negligence or for breach of contract or other duty as a result of: (i) use of the services contemplated in this agreement. (ii) reliance on the information contained in this agreement (including any errors, inaccuracies or omissions in such information

Except as expressly set out in this agreement all representations, warranties, terms and conditions whether express or implied in relation to the services contemplated by this agreement or the information contained herein are hereby excluded to the fullest extent permitted by law.

Without prejudice to the generality of the foregoing The Registered Proprietor, the Person in Charge, their servants or agents shall not be responsible:

1. for injury to residents, visitors or invitees arising from negligence of third parties, or any actions taken by a resident to cause self-harm;
2. for the welfare of Residents while not within _____ gardens, grounds or confines.

Residents and their parent(s), guardian or designated representatives should read the above terms and conditions carefully before signing the attached

Memorandum of Agreement to this Contract of Care.

Memorandum of Agreement (Pursuant to Contract of Care)

We the proposed Resident or his/her parent(s), guardian or designated representative have received a copy of the residential contract of care and accordingly the said agreement is taken as read by me/us.

This agreement made on the ____ (Day) of _____ (Month) _____ (Year) between Registered Provider (COPE Foundation) and _____ hereinafter referred to as the Resident and/or parent(s), guardian or designated representative.

The Registered Provider (COPE Foundation) undertakes to provide a range of services in accordance with the prescribed Residential Contract of Care (a copy has been given to the person who wishes to access the Foundations services and or to his/her representative) and any schedules of undertaking attached hereto.

This agreement shall remain in force during your time with _____.

This agreement and the Contract of Care and any other schedules or undertaking attached does not affect or does not purport to affect the statutory rights or entitlements of either party to the said agreement.

I/ We the undersigned confirm that we have read, understand and agree to the terms and conditions as outlined above and contained in the Contract of Care and the schedules undertakings thereto.

Signed _____
**Named Nominee of the
Registered Provider**

Signed _____
Resident / Representative

In the presence of:
Witness _____

Address _____

Occupation _____

Date _____

Appendix 1 FINANCIAL ASSESSMENT FORM

*Health (Charges of In-patient Services)
Regulations 2005*

NAME OF UNIT	
CHART/MEDICAL RECORD NO	
SECTION 1 - Personal Details	
Patient's Name	
Spouse's Name	
No of Dependent Children	
Address	
Date of Birth	
Date of Admission	
PPSN No	
Name of Person Handling Affairs	
Address	
Relationship to Patient	
Daytime Contact Phone No:	
SECTION 2 - Income	
	Weekly Amount
	Patient's Income only to be assessed
Social Welfare Payment	
Occupational Pension	
Overseas Pension	
Salary/Wage	
Income from Property - Rent	
Weekly Interest from Savings/Investments	
Any other Income	
TOTAL WEEKLY INCOME	
Total Amount on Deposit for Savings/Investments	
SECTION 3 - Outgoings	
Life Assurance	
Medical Insurance	
Medical Costs	
Loans/Repayments	
Maintenance Payments - Spouse	
Travel Costs (Exceptional)	
Rent/Mortgage	
Other Exceptional Expenses	
TOTAL OUTGOINGS	
I DECLARE THAT THE INFORMATION GIVEN IN THIS FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE	
SIGNED	
NAME IN BLOCK CAPITALS	

FOR OFFICIAL USE ONLY

NAME OF UNIT	
CHART/MEDICAL RECORD NO	
PATIENT'S NAME	
DATE OF BIRTH	
FINANCIAL ASSESSMENT	
Total Weekly Income (Section 2)	
Less Personal Allowance	
Less Allowable Expenses	
Life Assurance	
Medical Insurance	
Medical Costs	
Loans/Repayments	
Maintenance Payments – Spouse	
Travel Costs	
Rent/Mortgage	
Socialisation Expenses (Community Residences Only)	
Allowance for Employment Scheme (Community Residences Only)	
Other Exceptional Expenses	
Total Allowable Expenses (See Explanatory Note)	
Total Assessable Income (Total Weekly Income less Personal Allowance and Total Allowable Expenses)	
Charge Applicable * (based on 7-day week)	
Contribution to Living Expenses (Community Residences Only)	
Balance to Charges A/C	

**Please note Maximum Charge applicable for Class 1 is €155.00 per week and Maximum Charge applicable for Class 2 is €120.00 per week or 60% of Total Weekly Income whichever is the lesser*

EXPLANATORY NOTE

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Please note that a charge cannot be levied unless the client has been in receipt of in-patient services for at least 30 days within the previous 12 months but excluding any such periods before commencement of Regulations - 14th June 2005

AMOUNT OF CHARGE APPLIED P/W	
CHARGE APPLICABLE FROM (DATE)	
PREPARED BY	
AUTHORISED BY	
DATE	