

Contract of Care

Nursing Home Support Scheme

1.0 Introduction

This contract specifies the terms and conditions on which Marymount University Hospital & Hospice as the registered provider of the designated Residential Care Setting situated at Curraheen Road, Cork, is providing residential care to <INSERT NAME> (the resident).

This document was prepared in compliance with Standard 7 of the National Quality Standards for Older People in Ireland (HIQA, 2016). The said Contract of Care shall commence on the date on which it has been accepted by the Registered Provider, or the Person in Charge (or their Authorised Agent) and signed by relevant parties.

Firstly, we warmly welcome you to Marymount University Hospital. It is our intention to meet your individual needs during your stay here in so far as possible. The following outlines our philosophy of care:

Our approach to care is informed by our mission which is as follows:

“In providing excellent care, we cherish the uniqueness and dignity of each person, showing compassion and respect. We strive for quality and integrity in all we do. This mission is based on our core values of: respect; compassion; justice; quality and advocacy”

This contract of Care, together with our Information Booklet and Statement of Purpose, will provide you with guidance on provision of care at Marymount Hospital and will act as a guide to the services that you can expect during your stay.

2.0 Overview of Marymount University Hospital & Hospice

Marymount is a voluntary Hospital that aims to provide a caring environment. We endeavour to promote health, independence, dignity and choice. Whilst recognising the importance of involving family and friends if/as required, your individual needs will be paramount in all decisions. The person centred approach involves multidisciplinary teamwork, is evidence based and aims to provide quality service with the highest standard of care, within available resources.

The period of occupancy is envisaged to be long-term (continuing care). However, this is subject to change upon request or agreement with you and/or medical staff if the need arises. Your admission has taken place under the guidance of the Hospital’s Admission Policy & HIQA standards.

3.0 Our contract with you

- 3.1 This Contract of Care is being given to you following approval of funding by the Nursing Home Support Scheme (NHSS) and your decision to avail of continuing care in Marymount. The Contract of Care will be signed by you or your designated representative at the time of admission witnessed by a representative of the hospital. This contract will be stored in your Hospital file and a copy will be given to you for your personal records. Where residents or designated representatives are unable or do not wish to sign the contract this will be documented accordingly.
- 3.2 Whilst in Marymount you will be provided with Nursing Care within a comfortable and homely environment, insofar as possible.
- 3.3 Your care will be provided by a team of staff members. A registered nurse is on duty at all times, supported by a number of Health Care Assistants as well as other team members. There is a senior nurse manager on duty in Marymount at all times.
- 3.4 A medical officer is available, as required.
- 3.5 Accommodation, personal care, a range of social activities, a library facility and all meals and snacks/ drinks are freely available under this contract of care.
- 3.6 The following items are provided at an additional cost:
 - Prescription charge (currently €2.50 per item subject to government change) if in possession of a General Medical Card.
 - All medication and prescription charges if in possession of a GP only card.
 - Over the counter preparations that may be required.
 - Podiatry as required/requested
 - Hairdressing as required/requested
 - Dry cleaning if requested
 - Aids and Appliance (specific items only)
 - Items purchased from the on-site shop
 - Personal toiletries/other personal items

Any costs incurred will be listed in a monthly invoice that you or your designated representative will receive from the hospital.

- 3.7 Any additional items that you request will be sought and billed to you at your request, according to Marymount policy on management patient/resident property.
- 3.8 Referral to services such as Physiotherapy will be made following a full assessment.

- 3.9 Optical care – if you wish to have an optical review, on-site testing can be arranged by request. Please note a charge may apply to this service if you are not in possession of a full Medical Card.
- 3.10 Your medications will be reviewed should your medical condition changes. Otherwise all medications will be reviewed at a minimum of every three months by the medical officer.
- 3.11 You will be provided with a single room and ensuite accommodation. You will not be moved from this particular room without discussion with you and/or your representative.
- 3.12 Appointments in Acute Hospitals - Relatives are invited and encouraged as appropriate to accompany their relative to appointments, should the occasion arise. The resident/ family must cover any charges incurred such as taxis.
- 3.13 We encourage your relatives to take your clothes home for washing to ensure safe handling and storage of individual items. Alternatively we can arrange for a personal laundry service for you - please inform the ward staff of your preference. It is recommended that individualised resident clothing labels are placed on all personal clothes in order to identify your items.
- 3.14 Religious Services and Pastoral Care - Clergy from all denominations visit Marymount and service times are communicated to residents once times and dates are confirmed.
- 3.15 Marymount provides a varied weekly activity programme. Our activity co-ordinator will visit you to discuss your individual interests and needs and a program of events will be delivered to your room weekly.
- 3.16 Marymount provides facilities for resident's personal property such as money, jewellery and other belongings. Please note that no large sums of money will be held within the Hospital, other than in the main hospital safe if needed. Residents are advised not to bring items of great value or large amounts of cash into the hospital. A press with a lock is provided for each resident in their room. Residents are asked not to have in excess of €100 in this locked press. Keys are provided on request.
- 3.17 The Hospital cannot accept liability for any loss or damage whatsoever caused to any valuables that you do choose to bring with you.
- 3.18 A record will be kept in each resident's file of all property in safekeeping (Hospital safe) as declared by the resident/designated representative.

4.0 The Ward Manager (or Deputy) shall reserve the rights to:

- 4.1 Discuss with the resident, their medical condition in the first instance and with the designated representative in instances where the resident is incapable of understanding their own medical condition.
- 4.2 Restrict visiting where this is in the best interest of the resident or other residents.
- 4.3 Hospital reserves the right to change to another single room if required, based on clinical needs of you/other residents. In the event of changing your room, the reason for such a move will be explained and documented.
- 4.4 If the resident's care needs cannot be met in Marymount the ward manager may recommend an alternative placement. Should this occur, the matter will be discussed with the resident/designated representative and the Multi-Disciplinary Team/Medical Director/Director of Nursing.
- 4.5 Investigate a complaint made by the resident / other, in accordance with the Hospital's Complaints Policy as outlined in the information booklet displayed on the ward.
- 4.6 The ward manager, in consultation with Hospital management, reserves the right to make changes to your plan of care and/or impose restrictions as deemed appropriate should there be any concerns regarding your safety or that of other service users or staff .

5.0 Your responsibility to us:

- 5.1 Permit the staff to fulfil their role and carry out their duties for your best interest and wellbeing and the welfare of others within the hospital.
- 5.2 We ask you to respect the privacy and dignity of other residents.
- 5.3 All fees and service charges must be paid by direct debit and are payable according to the schedule of fees being in force at that time.
- 5.4 Inform the Ward Manager (or their Deputy) of any intention made by the resident to leave for short periods and advise them of an approximate time of return.
- 5.5 Respect the ethos and environment of Marymount at all times.
- 5.6 Inform us of any difficulties or problems you may be experiencing.

6.0 Termination of Contract and Notice Period to Leave

- 6.1 Residency in Marymount does not constitute any form of tenancy. We therefore, reserve the right to rescind the licence to occupy a bed or room in the centre, on formal written notice of four weeks.
- 6.2 You have the right to issue four weeks' written notice to the Registered Provider or the Person in Charge of your intention to leave the Hospital permanently. You are liable for fees up to the end of the required notice period.
- 6.3 In the event of a resident deciding to discharge themselves from our care against medical advice, this decision is documented in the residents Clinical File and you will be requested to sign a form.

7.0 Managing Finances

Best practise in keeping with the Hospital's Patient/Resident Property Policy will be adopted in the handling of monies in accordance with the Health Act (2007).

If it is the case that you find it too onerous to manage your own financial affairs, information on any aspect of your resident private property account can be discussed with you and/or your designated representative. You will be provided with ongoing information about your account balances and transactions.

If you have a wish to withdraw monies from your hospital account, you **MUST** give two days' advance notice of withdrawal requests. Cheques for amounts requested are issued to residents on Fridays only.

Your financial statement will be completed on the first week of every month.

- 7.1 The fee to be paid by you has been calculated in accordance with the individual agreement reached following approval for the Nursing Home Support Scheme. Your personal weekly contribution is **<INSERT WEEKLY AMOUNT>**, effective from **<INSERT DATE>**. Other fees may apply with respect to items listed as per section 2.6 of this contract. These are also payable by direct debit.
- 7.2 You or your representative will receive written notification of the amount due monthly prior to drawing down the direct debit.
- 7.3 Account settlement will be by Bank Direct Debit (usually the third week of each month).
- 7.4 If payment is not received 2 weeks after the last reminder has been issued, the Hospital will contact you and/or your representative, with a view to arranging payment. If payment is not made the matter will then be referred to the Chief Executive Officer of the Hospital.
- 7.5 If you require urgent care and are admitted to a General Hospital, your fee to Marymount will continue to be charged during your absence from the Hospital and your bed will be held for a period of 30 days. Should you be away in excess of 30 days in any given transfer, the Provider of Care and/or the Person in Charge will liaise with the resident/representative.

8.0 General Conditions

- 8.1 This Contract works in conjunction with the relevant hospital policies and procedures and any conditions, terms, undertakings, schedules attached hereto.
- 8.2 Please read the terms and conditions provided within the Hospital's Information Booklet, the Statement of Purpose and the Contract of Care.
- 8.3 All medications must be handed in on admission. Relatives and visitors must not bring in additional medications or food without consulting a Ward Manager or deputy.
- 8.4 Smoking is only permitted in certain outdoor sheltered areas of each ward. You are requested to minimise consumption of cigarettes in respect of other residents and staff, in line with public policy.
- 8.5 We welcome any suggestions or comments that you may have with regards to your care. Patient satisfaction surveys and comment cards are available on each ward. If you wish to discuss any concerns with the Director of Nursing (or their deputy) a staff member will organise this for you. A resident advocate is also available to discuss issues with you and an appointment can be made through a member of staff.

Residents and their 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]

I/We the proposed resident and or his/her Representative state that we have received a copy of the contract of care and accordingly the said agreement is taken as read by me/us.

This agreement made on the _____ (Day) of _____ (Month) 2017 (Year).

Between <INSERT NAME> **hereinafter** referred to as the Person in Charge (or their Deputy) and <INSERT NAME> **hereinafter** referred to as the resident or Representative.

In consideration of the resident or Representative paying the prescribed fees in accordance with the Schedule of fees and the conditions and terms attached hereto, the Person in Charge (or their Deputy) undertakes to provide a range of services in accordance with the prescribed Contract of Care and any schedules of undertaking attached hereto. The range of services to include the provision of care, accommodation, food, lighting, heating and other services deemed appropriate as outlined in the Contract governing same.

This agreement shall remain unless terminated by discharge from Marymount University Hospital & Hospice.

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

I/We the undersigned agree to the terms and conditions as outlined above and contained in the Contract of Care and the schedules and undertakings thereto.

Fees paid as follows:

- a) Weekly contribution of Nursing Home Support Scheme. Your personal weekly contribution is <INSERT AMOUNT>, effective from <INSERT DATE>, as determined by the Nursing Home Support Scheme office.
- b) Additional services, facilities and/or extra optional services not covered by the normal schedule of fees shall be invoiced accordingly (monthly payment by direct debit)

Signed _____

Signed _____

Person in Charge (or their Deputy)

Resident or Representative

in the presence of:

Witness _____

Witness _____

Alternatively

This contract was provided to the resident or his/her

Representative _____ by _____ (see point 3.1 of the Contract of Care) Insert here the name of the Marymount Hospital employee who provides the Contract of Care)

on the _____ day of _____ 20_____, who was unable to/chose to not to sign the Contract of Care.

Signed: _____

(To be signed here by the same Hospital employee as referred to in footnote 3.1 above).