


SUNBEAM HOUSE SERVICES POLICY DOCUMENT



Policy Name	Contract of Care Policy
Effective Date	02 July 2024

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Policy Title	Contract of Care Policy
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Contributors	Finance
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Version Control				
Version Number	Date	Owner	Description of Changes	Circulation
1.0	01 Sep 2014	MD	Review	MD
2.0	16 Jun 2020	SSM	Title changed from Service Level Provision Policy to Contract of Care Policy Owner changed from MD Office to Senior Services Manager Review date changed to April 2020 Post holder responsible for review changed from MD Office to Senior Services Manager Department changed from 010 to 013 Within document all reference to Service Level Provision changed to Contract of Care Document associations listed – section 1 Acronyms / abbreviations listed – section 2 Purpose included – section 4	SSM
3.0	02 Jul 2024	SSM	Designated contact person added to section 6 & 7. If in residential services added to section 7.4 Updates and changes throughout the document, change in layout of paragraphs also.	All SHS

Policy Sign Off		
CEO Name	CEO Signature	Date
Fran Murphy		02 July 2024

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1. POLICY STATEMENT

A Contract of Care is an agreement between Sunbeam House Services (SHS) and the client on the support provided to the client, the agreed engagement of both parties and the financial arrangements.

2. SCOPE

This policy applies to any individual who receives, or wishes to receive the services, care and supports provided by SHS.

SHS commits to the upholding of the rights and dignity of the people we support and staff members in the implementation of this policy and associated supporting documents.

3. ROLES & RESPONSIBILITIES

All staff working in SHS are responsible for complying with this policy.

Client Service Manager (CSM) (Day, Residential and Respite)

- The CSM must ensure each client attending their service has an up-to-date Contract of Care which is reviewed annually at a minimum.
- The CSM must ensure the Contract of Care has been signed by client/or client's designated contact person. Where the client or their designated contact person decline to sign the contract, and where client contract requirements are not available the matter will be escalated to HSE and SHS will work closely with the client to find a more appropriate service. An independent advocate may be sourced to support the client.
- The CSM must ensure each Contract of Care is personalised and accessible for each client.

Senior Service Manager (SSM)

- To ensure each contract of care will identify, where resources are required to deliver supports, that these have been assessed and where necessary funded or funding requested by HSE.

4. PROVISION OF EQUIPMENT

- SHS will provide the general furniture and household appliances such as white goods in each designated centre.
- SHS will provide general assistive equipment, common to all clients living in the home e.g. people moving hoists, and slings.

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- Where personal assistive equipment is recommended, SHS will support the individual to source funding or to purchase the equipment themselves.

Examples of this equipment includes but is not limited to:

- Motorised wheelchairs
- Personalised mobility equipment
- Non universal shower chairs

5. PROVISION OF TRANSPORT

- In some services a vehicle is included in the provision.
- Transport will be provided by SHS for clients to attend medical appointments from designated centres as required. This may include support on using public transport, use of the service vehicle or taxi.
- Taxi for personal use are paid for by the client.

6. PERSONAL PROPERTY

- SHS will inventory the personal property of the client and will support their safe keeping. However, SHS is not responsible for replacement of property for damage or loss.

7. FINANCIAL AGREEMENT

The contract of Care includes the financial agreement between the client and SHS in relation to the clients contribution, payment of bills etc.

8. PROCESS

When an Individual requiring Support is referred to SHS part of the procedure includes the Contract of Care and the following steps are undertaken:

- The individual is invited to attend SHS for a formal visit and advised that they will be assisted in the completion of the Contract of Care during this visit. The Individual is invited to extend the invitation to a family member/ friend or advocate.
- This document is specific to the individual requiring support and as such will be edited to show the terms applicable to each support, care or service being provided to the individual requiring support from SHS.
- On completion of the Contract of Care document the individual requiring support and their family/advocate are invited to return to SHS to meet

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the proposed Keyworker and sign the Contract of Care. In the instance where a client cannot sign the Contract of Care, the family member or representative may sign on their behalf

- The contract must be signed prior to or within 28 days of service commencement.

9. ENDING THE CONTRACT

Should a client or SHS wish to end their support they must follow SHS discharge policy.

Discharge from Services occurs in line with the client's will and preference or in extreme circumstances, where the service decides to cease delivery of services for an individual due to the service's inability to meet the care needs of the individual or where funding is insufficient to provide adequate supports to a client.

The discharge of a client where it is deemed outside of the capability or remit of Sunbeam House Services requires the input of an MDT assessment. In such circumstances discharge shall be the last resort and all avenues for additional supports should be explored including funding applications for changing needs and partnering with other organisations for care provision.

The cessation of support will only occur following consultation with the client and /or their representative and the HSE.

In such circumstances an independent advocate for the client will be recommended.

SHS may seek to cease the support in the following circumstances:

- Where the client consistently refuses support or to engage with their assigned support staff.

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- Where the client consistently refuses to pay their contribution towards their support.
- Where the client's care needs cannot be met by SHS.

SHS will urgently review the Support Agreement if the client present a serious and continued risk to our staff because of threatening or violent behaviour or harassment. In some cases SHS will have to end the Support Agreement right away.

In all cases will support the client to find more suitable supports to the best of our ability.

10. REVIEW:

The Contract of Care must be reviewed annually, or sooner if a change in circumstances warrants same. After any changes have been made a new copy is to be signed, and a copy provided to the client. Should there be a change to service delivery that may pose a significant impact to the client, the client and where appropriate their designated contact person will be consulted prior to the changes and a transition will be agreed.

Should no changes be required the Contract of Care can be signed with a review date and note that no changes were made.

Related Policies	<ul style="list-style-type: none">• SHS Human Rights Policy RRC Structure• Contract of Care easy to read• SHS Complaints Policy Easy Read Version• SHS Client Money and Property Policy• SHS Payments to Clients Policy• SHS Safeguarding of vulnerable Adults Policy• Consent Policy
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Related Procedures	<ul style="list-style-type: none">• Statement of Purpose & Function for specific location• Residents Guide for Specific Location• Tenancy Agreement or Temporary Support Agreement
Related Forms	<ul style="list-style-type: none">• Contract of Care- for designated Centres• For Day services only- called Support Agreement• For SDL- Support Agreement• For Supported Living- Support Agreement.
Related Documents	<ul style="list-style-type: none">• Health Information and Quality Authority (HIQA) National Quality Standards: Residential Services for People with Disabilities, 2013• HIQA National Standards Easy Read Version• Associated HIQA Guidance Documents: Guidance - Communicating in plain English, Adults• Health Act 2007 – S.I. No. 367 of 2013

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