

**St. Brendan’s C.N.U. Loughrea.**

**Residential Care Unit**

**Caring for the Community since 1842**

****

**Statement of Purpose**

**(Service User Guide)**

**2016**

**Telephone: 091 871200**

**This document is compiled to our best efforts in adherence with Care Standards.**

**The document will be reviewed every six months unless circumstances dictate that it should be reviewed earlier.**

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**Status of the Community Nursing Unit**

St. Brendan’s C.N.U. is a Registered Residential Care Centre.

Registration Number: 11/19/0633

Date of Registration: 3rd August, 2014 Date of Expiry: 2nd August, 2017

**Mission Statement**

Provide a home from home atmosphere in a safe and happy environment, by ensuring the resident is treated with dignity and respect.

**Philosophy of Care**

St. Brendan’s aims to provide you with a secure, relaxed, and homely environment in which your care, well being and comfort are of prime importance.

Carers will strive to preserve and maintain the dignity, individuality and privacy of residents within a warm and caring atmosphere, and in so doing will be sensitive to your ever-changing needs. Such needs may be medical/therapeutic (for physical and mental welfare), cultural, psychological, spiritual, emotional and social and you are encouraged to participate in the development of your individualised Care Plans in which the involvement of family and friends may be appropriate and is greatly valued.

This is achieved through programmes of activities designed to encourage mental alertness, self-esteem, and social interaction.

All Care Staff within the Unit will be appropriately qualified to deliver the highest standards of care. High standards are maintained in accordance with (Health Information Quality Authority) HIQA residential standards.

**Conditions Attached**

Care Speciality of the Unit: Long Stay Residential Care for the Elderly.

We provide twenty four hour nursing care for 100 people over the age of 18 years whose care needs range from low to maximum dependency level. We provide general nursing care and palliative care we provide care in a safe environment for people suffering from dementia and for people with mental health care needs. We provide care to both Male and Female. See conditions attached to registration at the end of document.

Since August 2014 St Brendan’s Community Nursing Unit has four designated beds to accept people who are discharged from acute hospitals for a further period of recuperation before going home. This group will be identified in acute hospital & their admission will be pre arranged with specific care needs identified. Discharge home from St Brendan’s CNU will be co-ordinated with consultant in acute hospital, GP & Public Health Nurse or other support services as required.

**Registered Provider:** Health Service Executive West

**Designated contact person to act on behalf of provider is Mr JJ O’Kane.**

**Person In Charge:**

Ms. Bernie Austin, Director of Nursing,

RGN RPN Pin: 5503.

B.A. Health Management.

2004 – To date – St. Brendan’s C.N.U., Loughrea DON, Older Peoples Services.

1997 to 2004 – Clinical Nurse Manager 11, Geriatric Medical Assessment,

University Hospital, Galway.

1993 to 1997 – Staff Nurse, Surgical Unit, University Hospital, Galway.

**Assistant Director’s of Nursing:**

Ms. Mary Madden.

**Manager’s:**

Tony Canavan, Chief Operations Officer - Area 2.

HSE West, Telephone: 091 775404.

Mr. J. J. O’Kane, Manager of Older People Services, H.S.E. West, Telephone: 091 741747.

Ballybane Neighbourhood Village, Castlepark Road, Galway.

Ms. Bernie Austin, Director of Nursing, St. Brendan’s C.N.U. Loughrea, Co. Galway.

Telephone: 091 871205.

**Persons participating in the management of the unit**

R Kelly Clinical Nurse Manager

P O Grady Clinical Nurse Manager

A Shiel Clinical Nurse Manager

E Shiel Clinical Nurse Manager

**Area Manager**

**Tony Canavan.**

**St. Brendan’s C.NU. Organisational Structure**

**A/D.O.N.**

**Mary Madden**

**Manager of Older Peoples Services**

**Designated contact person to act on behalf of provider.**

**J. J. O’Kane**

**Director of Nursing**

**Bernie Austin**

**MaintenanceP. Treacy**

**Clerical/Admin**

**Grade IV**

**G. Cooney**

**Catering**

**Joe Gallagher**

**Physiotherapy**

**&**

**Occupational Therapy**

**C. O’Bhaoill**

**OT C. McGaughan**

**Sheila Mitchell.**

**C.N.M. 11**

**P. O’Grady**

**R. Kelly**

**A Shiel**

**E Shiel**

**-----------------**

**Cleaning Team**

**Staff Nurses**

**Care Assistants**

**Details of Staff Numbers and Staff Training**

Employed at St. Brendan’s C.N.U. is

Nursing administration: Director of Nursing & Assistant Director.

* 40.25 WTE Registered General Nurses of which 12 hold a higher Diploma in Gerontological Nursing
* 2.0 WTE Occupational Therapist.
* .5 WTE Physiotherapist.
* .5 WTE Reflexologist.
* 48.1 WTE Multi Task Attendants, 16 hold a FETAC, Level 5 HCA Course.
* 7.78 WTE Cleaning Staff.
* 9 WTE Kitchen Staff.
* 3.5 WTE Administration Staff.
* 3.87 WTE Laundry Staff.
* 7 WTE Maintenance Staff.

Our care support team are selected for qualities of professionalism, reliability, integrity, skill, experience, friendliness and aptitude to care. They are carefully selected and references are always checked thoroughly.

Training in relation to the following: Fire, Health and Safety, Moving and Handling, Food Hygiene, Safety and Infection Control are maintained on a regular basis.

Care is delivered by qualified staff who maintains their skills and competence by attending ongoing education sessions and learning events relevant to care needs of client.

Staff is up to date with best practice & is able to offer client twenty four hour nursing care including complex medical & physical care. Care of resident with dementia and palliative care is also available.

Care is provided on a 24 hour basis.

**Monitoring and Quality**

We in St. Brendan’s C.N.U. are proud of the quality and standard of care we deliver; we base our standards as set by HIQA and are subject to inspection by HIQA on a regular basis. We are also subject to inspection by Health & Safety Authority and Environmental Health Office. The service is Nurse led, Nurse delivered and professional standards are maintained as laid down by An Bord Altranais.

**Accommodation**

St. Brendan’s Community Nursing Unit overlooking the lake of Loughrea is a new purpose built residential care facility for older people. The building consists of 100 beds, located between 4 care areas; called Sliabh Aughty and Crannogs located on the upper floor, Knock Ash and Coorheen on the ground floor Coorheen provides care for people with dementia.

Each care area has 2 double rooms with an area of 20.76 square metres & ensuite with an area of 5.72 square metres. Double rooms are available to couples who choose to continue their lives together. There are 21 single rooms in each care area; each single room is 13 square metres with ensuite 5.72 square metres. All rooms have fitted wardrobes and a bedside locker with a lockable compartment. All rooms are en-suite with a separate storage press in bathroom for toiletries. There are two sitting/dining rooms in each care area; the larger of the two measures 36.75 square metres & the smaller dayroom measures 20.76 square metres. Each care area has a separate nurse’s station, kitchenette and sluice room. There are two additional visitor rooms in Seven Springs Day Centre available to residents; each visitor room is 16.17 square metres. A smoking room and prayer room are located on the ground floor. All bedrooms have TV & radio.

Respite Care is available for up to 4 weeks in the year free of charge. This can be arranged by contacting the Unit, demand is high for Respite Care therefore an equitable waiting list is maintained.

Day Care Service is provided for up to 30 clients daily.

There is 1 palliative care suite providing palliative care supported by the hospice home care team available, this suite may be booked by contacting unit.

Palliative care suite has lounge rest chairs & kitchenette facilities for family.

**Admission**

Admission to St. Brendan’s is facilitated through Fair Deal; an application may be made by a healthcare professional such as your Public Health Nurse or General Practitioner to

The Local Placement Forum, La Nua, Ballybane, Galway.

All applicants are assessed by the Multi Disciplinary Local Placement Forum. If your care needs are such that the Local Placement Forum accepts your application you may make contact with St. Brendan’s to organise your stay.

We are happy to facilitate emergency admission to the unit should the need arise. To avail of an emergency admission you should contact the person or nurse in charge who will assess your needs and establish that we are in a position to assist you or advise accordingly.

We facilitate short stay respite care. You may avail of 4 weeks stay free of charge per year there after a charge applies for additional weeks. You are advised to book respite in advance by contacting the person in charge.

Since August 2014 St Brendan’s Community Nursing Unit has four designated beds to accept people who are discharged from acute hospitals for a further period of recuperation before going home. This group will be identified in acute hospital & their admission will be pre arranged with specific care needs identified. Discharge home from St Brendan’s CNU will be co-ordinated with consultant in acute hospital, GP & Public Health Nurse or other support services as required.

**Financial Arrangements and Fees**

The Administration staff can facilitate your preferred payment option, you may wish to pay privately or we could manage your finances deducting the cost of your stay, the balance of your money will be maintained in the Patients Private Property Account.

You can have access to this money at your discretion.

Should you require financial assistance under the Fair Deal the Community Welfare Officer will assess your means, if deemed suitable you will be asked to contribute 80% of your income, the State will fund the balance of your care. A contribution of 7.5% of your assets to a maximum of 3 years will be payable on settlement of your estate.

Each resident/representative signs a contract of care on admission which states charges for maintenance & a copy is given to resident/representative.

**Smoking and Alcohol**

We encourage residents to consider smoking cessation and support them if this is their choice. However for those who wish to continue smoking, a designated smoking area is available.

Consumption of alcohol e.g. hot toddy/hot port if medically permitted is facilitated & distributed under supervision by staff.

**Fire Safety**

* St Brendan’s has a Fire Alarm System fitted, with “Fire Exit Notices” and “Fire Emergency Instruction Notices” displayed at strategic points throughout the unit for your safety.
* Staff is trained with regard to the Fire Prevention/Drills Policy, this includes use of the C.N.U’s fire appliances, evacuation, raising the alarm, etc.

Service users are informed of the emergency procedure during admission.

* A full fire drill is conducted six monthly in association with the HSE Fire Officer.
* Fire systems are tested weekly by staff; three monthly by systems engineers. Records are kept of all testing as part of the Manager’s/Director’s responsibilities.
* All fire fighting equipment is checked bi-annually by a qualified fire extinguisher maintenance engineer.
* Where applicable furniture & coverings must be of fire-resistant.
* A major emergency plan has been prepared and is in place to manage an evacuation from the unit in the event that an evacuation from the un it is required.

**Care Plan Review**

On admission your care needs will be assessed by your Primary Nurse these needs will be reassessed on a 4 monthly basis or sooner if your condition changes. You will be involved in this process and in developing a care plan to meet your needs.

**Privacy and Dignity**

We aim to respect and maintain the dignity, individuality and privacy of all clients within a warm and caring atmosphere, and in so doing will be sensitive to your ever-changing care needs. You are encouraged to personalise your bed room with pictures and trinkets etc. Personal storage is available to you in your own to maintain your clothing and other possessions. There are a limited number of shared rooms in the unit care is taken to maintain your privacy in these areas. All shared rooms have retractable screens for use when receiving care. All personal records are maintained in confidence and any discussion in relation to your care will be had in private. Every opportunity is availed of to maintain your independence and autonomy.

**Residents arrangements for consultation**

A Residents Committee is in place you may join this group or make representation to the group. The group meet on a regular basis and is chaired by a former member of staff who worked in the unit as an occupational therapist.

**Religion (Worship/Attendance at Religious Services)**

We facilitate your religious beliefs whatever your chosen religion. Fr. Cathal Geraghty is the Catholic Chaplin to St. Brendan’s. Mass is celebrated Monday, Wednesday, Friday and Saturday and this is relayed to the care areas via T.V. Confessions are available on a regular basis at the bedside where necessary. Residents may visit the Multi Denominational Prayer Room at any time. Blessing of the sick is available on request by clients.

For Church of Ireland clients Minister Rev John Godfrey is the minister & may be contacted at 087 9008085 or 09096 73735.

**Contact with Family and Friends**

We have an open visiting policy. Family, relatives and friends are encouraged to visit regularly and maintain contact by letter or telephone or email when visiting is not possible.

Visitors will be welcomed at all reasonable times, and are asked to let the Person in Charge know of your arrival and departure from the Unit.

You have of course the right to refuse to see any visitor, and this right will be respected and up-held. We facilitate outings with family and friends at your request.

**Medical Management**

Dr. O’Reilly is the Medical Officer attached to St. Brendan’s C.N.U. He or a member

of his team visit the Unit daily Monday to Friday and out of hours service is provided by Westdoc. The Doctor will review your condition and medication 3 monthly or sooner if required. Should you wish to maintain your own General Practitioner this can be arranged.

**Medication**

If a resident/client wants to self-medicate and is safe to do so, then all help and advice is given. Otherwise all drugs will be managed by the staff and dispensed and ordered for them under the instructions of the Doctor. Any resident/client may request to see a doctor in private if they wish.

There is a charge of €2.50 for each item of medication dispensed by pharmacist monthly, each resident/representative will get bill from pharmacy for this & must make arrangements for payment either by standing order or direct payment monthly.

**Telephone & Mail.**

You may avail of the resident’s telephone set at any time. Staff will assist in making calls, the hands free set will enable you to enjoy a private telephone call should you so desire.

Your family friends may contact you at any time. Should you require your private telephone line in your bedroom this can be arranged.

Mail is delivered daily to all residents & letters are posted for any resident from reception.

E-mails can be sent/ received by residents via Personal Computer in each care area.

Residents may have their own PC & Skype family & friends.

**Meals**

Menus are available on your Dining table special diets are catered for as per care plan. You are encouraged to take your meals at the Dining table. Meals will be brought to the bed side and assistance given where required.

Tea, coffee and other drinks are served and available 24 hours a day.

**Pets**

Should you require accommodation for your pet, we will work with you to arrive at a solution suitable to you and other residents.

**Therapeutic Techniques**

Physiotherapy is available as required to both residential and day care clients.

Occupational Therapy is available as required to both residential and day care clients.

All residents on admission are reviewed by both Therapists and a programme of treatment put in place as required.

Chiropody services are provided as required, there is a charge for this service.

Hairdresser services are available as required, there is a charge for this service, hairdresser will inform client of cost which is payable directly to her.

Reflexology is offered to each client on an ongoing basis which is both therapeutic and a comfort for the resident.

Home Call Optical Care visits the Unit on a regular basis and provides an eye examination to all clients.

**Recreational Activities**

St. Brendan’s Unit offer a wide range of Recreational Activities taking into account the resident/client interests, skills, experiences, personalities and medical condition. The range of activities is designed to encourage the resident/client to keep mobile, and most importantly take an interest in life.

Staff will encourage and help clients to pursue hobbies and interests:

The Occupational Therapist plays a major role in organising activities in conjunction with staff on the units.

Daily newspapers are available in each care area or resident may choose to order their own newspaper which will be delivered daily. Resident pays for their own paper. Connacht Tribune delivered weekly to all care areas.

A sample of the activities available is:

Hand Massage, Knitting, Ball Games, Bingo, Card Games, Music Therapy, Art, Outings, Parties, Reading

**Bereavement**

In the event of bereavement, the family can expect every possible support and consolation from staff

We will assist with your funeral arrangements if required. Where there is no next of kin, the staff will attend to the necessary arrangements.

**Day care**

A day care service is provided seven days per week. Up to 26 people attend the day service from the town and surrounding areas. The day service provides a valuable social outlet to people living in the community. General care needs of a low to moderate level are also catered for in the day service.

**Leaving or Temporarily Vacating**

If a person wishes to leave St. Brendan’s Unit staff will assist with a discharge plan in association with community services.

If you require hospitalisation or are away from the C.N.U. for any other reason, your bed will be reserved in your absence. Residents admitted under Fair Deal Scheme are liable for charges while away from unit.

**Complaints**

**Complaints Procedure**

Staff at St. Brendan’s wants to provide good quality care and support to all residents living in St. Brendans Community Nursing Unit.  We encourage you to let us know if you are not happy about any aspect of the services we offer.

If you have a concern about something, please let a staff member know as soon as possible.  If the staff member is unable to resolve the complaint you may bring the issue to the attention of the Person-in-Charge or B. Austin, Director of Nursing.

The issue may be resolved at this stage.  If the issue is not resolved please feel free

to make a formal complaint.

You should put your complaint in writing or ask someone to assist you with this if necessary.  You may put your complaint in the Suggestion/complaint Box in Reception or give it to the Person in Charge or Director of Nursing, or any Staff Member or you may post it to:  The Manager of Older Peoples Services (address given below).

The Manager will reply to you in writing within 5 working days, your complaint may be resolved informally or the Manager may initiate a formal investigation of the complaint within 30 days or longer if required.  On completion of the investigation the Manager will prepare a final report which will include the findings of the investigation, recommendations and reasons for these recommendations.  This report will be sent to you in writing.

If you are dissatisfied with outcome you have the right to seek a HSE internal review of the process within 30 days of receiving the report.  Request for internal review is submitted to head of consumer affairs address given below.

If you are dissatisfied with outcome of the internal review you may request a review of the complaint by the Ombudsman address given below

|  |  |  |
| --- | --- | --- |
| **Manager of Older Peoples Services**  **Galway PCCC,**  **La Nua Day Hospital,**  **Ballybane,**  **Castlepark Road,**  **Galway.**  **Telephone: 091 741748** | **Head of Consumer Affairs,**  **H.S.E.**  **Oak House,**  **Millennium Park,**  **Naas,**  **Co. Kildare.** | **Office of the Ombudsman,**  **18 Lower Leeson Street,**  **Dublin 2.**  **Telephone: 01 6395600**  **Lo-call: 1890 223030** |

Other options to voice your concerns/issues/complaints include contacting any of the following:

* Mr. Bernie Austin, Director of Nursing.

Telephone: 091 871205.

* Mr. J. J. OKane, Manager of Older Persons Services.

Telephone: 091 741730.

* Chief Inspector, Health Information and Quality Authority.Social Services Inspectorate, Georges Court/ Georges Lane, Smithfield, Dublin 7.

Telephone 021 2409300 [www.hiqa.ie](http://www.hiqa.ie)

* Office of the Ombudsman
* Telephone: 1890 223 030; [www.ombudsman.ie](http://www.ombudsman.ie)
* You can get more information on how to complain about Health and Social Care Services in Ireland from: [www.healthcomplaints.ie](http://www.healthcomplaints.ie)

**List of Policies, Procedures, Protocols and Guidelines that guide practice in St. Brendan’s Community Nursing Unit, Loughrea, Co. Galway.**

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**H.S.E. I.T. Security Policies**

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* **Information Technology Acceptable Usage Policy**
* **Electronic Communications Policy**
* **Mobile Phone Device Policy**
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* **Encryption Policy**
* **Access Control Policy**
* **Remote Access Policy**
* **Third Party Network Access Agreement**
* **Service Provider Confidentiality Agreement**
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* **Administration of intramuscular and subcutaneous injections**
* **Pharmaceutical ordering and stock checking of Medicinal supplies**
* **Storage of medicinal products**
* **Respite Admission**
* **Policy on Management of Emergency Admissions.**
* **Policy on Supply of Medication for Administration by a resident while on leave of absence.**
* **Policy on Supply & Possession of Controlled Drugs 2 & 3 to & within residential care settings**
* **Medication error**
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**National Clinical Policy & Procedural Guideline for Nurses & Midwives undertaking Venepuncture in Adults**

**National Clinical Policy & Procedural Guideline for Nurses & Midwives**

**Undertaking Peripheral Cannulation in Adults**

**Point of Care International Normalised Ratio (INR) Test (POCT)**

**Policy utilizing the CoaguChek device**

**Medication Protocol for Administering Intravenous Medication**

***These policies are located in the Nurses station and can be seen on request.***

**Conditions of Registration**

**Condition 1**

**The designated centre St. Brendan’s CNU, Loughrea shall be operated at all times in compliance with the Health Act 2007 as amended from time to time.**

**Condition 2**

**The designated centre St. Brendan’s CNU, Loughrea shall be operated at all times in compliance with the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009 and the Health Act 2007 (Registration of Designated Centres for Older People) Regulations 2009 (as amended, consolidated, restated or replaced from time to time) and in compliance with all other regulations made under the Health Act 2007 as amended from time to time.**

**Condition** **3**

**The designated centre St. Brendan’s CNU, Loughrea shall be operated at all times in compliance with the National Standards for Residential Care Settings for Older People in Ireland (as amended, consolidated, restated or replaced from time to time) and in compliance with all other standards made under the Health Act 2007 and as the Chief Inspector may notify to the registered provider from time to time.**

**Condition** **4**

**The designated centre St. Brendan’s CNU, Loughrea shall be operated at all times in compliance with all other legislation, regulations and standards which are applicable to it including, but not limited to, such enactments which appear to the Chief Inspector to be relevant and which are cited to the registered provider in writing by the Chief Inspector.**

**Condition** **5**

**Subject to any prohibitions or restrictions contained in any other condition(s),**

**The designated centre St. Brendan’s CNU, Loughrea shall be operated at all times in accordance with and shall provide only the services set out in its Statement of Purpose, as delivered and amended from time to time in accordance with article 5 of the Health Act 2007 (Care and Welfare of Residents In Designated Centres for Older People) Regulations 2009 (S.I. No. 236/2009) (as amended, consolidated, restated or replaced from time to time).**

**Condition** **6**

**No person under the age of 18 years of age shall be accommodated at the designated centre St. Brendan’s Community Nursing Unit, Loughrea at any time.**

**Condition** **7**

**The maximum number of persons that may be accommodated at the designated centre St. Brendan’s CNU, Loughrea is 100.**

**Other relevant enactments:**

**Under Section 50 of the Act, the Chief Inspector is citing the following enactments,**

**And any regulations made thereunder, as relevant to this application for registration:**

**Criminal Justice (Theft and Fraud Offences) Act, 2001**

**Fire Services Act, 1981**

**Safety, Health and Welfare at Work Acts 1989 and 2005**

**Misuse of Drugs Acts, 1977 and 1984**

**Nurses Act, 1985**

**Nurses Homes Act, 1990, as amended**

**Nursing Homes Support Scheme Act, 2009**

**Regulation (EC) No 852/2004 – Hygiene of Foodstuffs and associated**

**Irish Legislation.**

**Contract of Care**



**And**

**[ ]**

|  |  |
| --- | --- |
| **Name of resident:** |  |
| **Name of Centre:** | **St Brendans CNU** |
| **Registered Provider:** | **The Health Service Executive** |
| **Name of Person In Charge:** | **B Austin** |
|  |  |
| **Date of admission:** |  |
| **Referral from:** |  |
| **Particulars of services / charging structure :** | **Long-Term Residential Care Services and Long-Term Residential Care Charges / Fees (as set out in Schedules 4 and 5)**  **The Health Service Executive will provide the Long-Term Residential Care Services subject to the availability of resources (including financial resources, staffing resources and / or facility capacity) (section 7 of the Health Act 2004) in accordance with its statutory obligations under the Health Act 2007 (and the regulations made thereunder) and the Nursing Homes Support Scheme Act 2009, and having regard to the HIQA Standards for Residential Care Settings for Older People in Ireland** |
| **Representative(s) family member(s)/friend(s):** |  |
| **Valuable personal property of resident deposited with Centre:** |  |
| **Details of room allocated to resident:** |  |
| **Policies & procedures of Centre:** | **Please see the policies and procedures at schedule 7** |
| **Other relevant information:** |  |

**The Long-Term Residential Care Services and equipment provided are subject to the financial and budgetary constraints of the Health Service Executive and the resources of the Centre.**

**By signing below, the Person in Charge and the resident confirm that they have agreed the specific provisions set out above, that the Long Term Residential Care Services shall be provided subject to the payment of the Fees and that the terms and conditions attached shall apply between them.**

***Before signing this document, the resident and / or his or her Representative(s) should ensure that he / she has read and understood the above provisions and the attached terms and conditions.***

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Signed by Person in Charge at the Centre for the HSE  Date: | Signed by resident \*  Or |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | Signed for and on behalf of the resident pursuant to power of attorney / enduring power of attorney **/** by Committee  **[Delete as appropriate]**  Or |
|  | I certify that:  (a) I presented this document and the current terms and conditions to the resident, who declined/was unable to sign this document.  **[Delete as appropriate]**  (b) A copy of this document and the current terms and conditions of the Centre have been given to the Representative of the Resident  **Yes/No [Delete as appropriate]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature of Person in Charge |

**TERMS AND CONDITIONS FOR THE PROVISION OF LONG-TERM RESIDENTIAL CARE SERVICES**

1. Definitions/interpretation
   1. In these terms and conditions, capitalised words shall have the meanings as set out in Schedule 1.
   2. References to "***you***", "***yours***", and other similar, derivative and analogous terms refer to the resident, and references to "***we***", "***us***", "***our***" and other similar, derivative and analogous terms refer to the Health Service Executive.
   3. Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa.
   4. The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.
   5. The schedules form part of these terms and conditions as if they were incorporated in the body of these terms and conditions.
2. The Contract
   1. These terms and conditions set out the terms on which we will provide Long-Term Residential Care Services to you at the Centre.
   2. No variation or alterations to these terms and conditions shall be valid unless approved in writing by the Health Service Executive.
   3. If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed and rendered ineffective insofar as is possible without modifying or affecting the validity of the remaining provisions.
3. services
   1. The Registered Provider will, subject to available resources including financial resources, staffing resources and / or facility capacity (section 7 of the Health Act 2004), provide the Long-Term Residential Care Services to you in accordance with its obligations under the Health Act 2007, and the regulations made thereunder, and having regard to the *Statement of Purpose* and *Resident's Information Booklet* of the Centre and the Health Information and Quality Authority (hereinafter "HIQA") *Standards for Residential Care Settings for Older People in Ireland*.
      1. The Services to be provided to you under these terms and conditions are as set out at Paragraph 1 of schedule 4.
      2. Further information about the Nursing Homes Support Scheme (hereinafter "the scheme") may be obtained in the '*Nursing Homes Support Scheme Information Booklet'* issued by the Department of Health and Children, a copy of which is included at schedule 3 of these terms and conditions.
   2. Additional Services
      1. In the event that based on an assessment of your needs, we determine that you require Additional Services, we may, subject to the availability of resources to do so, provide those Additional Services to you. Where we provide Additional Services, you may be obliged to pay Additional Fees, and we shall not be obliged to provide any Additional Services where you do not pay the Additional Fees to us.
      2. Alternatively, in so far as practicable, we will facilitate you in accessing the Additional Services, but in such circumstances, we shall not be obliged to bear the cost of any such Additional Services.
   3. Service Providers
      1. In the event that you require a service from a third party service provider, the decision as to which service provider the service is obtained from will be at our discretion.
      2. In the event that you elect to obtain a service from a third party service provider other than a service provider that has been agreed by us or with whom we have a contractual relationship, the cost of such service will be borne by you.
4. EQUIPMENT
   1. In providing the Long-Term Residential Care Services (and/or the Additional Services) we shall provide you with those items of equipment which we have a statutory obligation to provide. Our provision of such equipment shall be subject to the availability of resources (including financial resources, staffing resources and facility capacity) (pursuant to section 7 of the Health Act 2004), and we shall be under no obligation to provide any equipment where we do not have available resources to do so or we do not have a statutory obligation to do so.
   2. In the event that you need additional equipment which we are not obliged to provide to you, we may, subject to the availability of resources to do so, provide such additional equipment to you, and you may be obliged to pay Additional Fees to receive such equipment.
5. **ACCOMMODATION** 
   1. As long as you are in receipt of the Long-Term Residential Care Services, you may use the accommodation facility allocated to you at the Centre (or such alternative accommodation as may be designated from time to time) and use, together with the other residents and staff of the Centre, the areas specified as being common areas in the Centre in accordance with the policies and procedures of the Centre.
   2. Subject to clause 8.4(b) and clause 8.4(c) below, we shall ensure that you will not be moved from the accommodation allocated to you for so long as you are in receipt of the Long-Term Residential Care Services at the Centre.
6. TERM

The Contract between you and us will commence with effect from the date you are admitted to the Centre and will continue until terminated in accordance with the provisions of clause 15 (Termination).

1. FEES
   1. The Fees shall be paid by you or discharged on your behalf in the form of Long-Term Residential Care Charges. You will be subject to an initial financial assessment under the scheme and the Fees due by you shall be calculated in accordance with the scheme. This financial assessment will be completed in advance of your admission to the Centre.
   2. The Long Term Residential Care Charges may be revised or superseded from time to time as provided by law.
   3. The Fees payable by you under these terms and conditions are as set out in schedule 5.
   4. Items not included in the fees are personal care items, hair dressing, chiropody and transport except in the event of the you requiring transport via ambulance.
   5. Further details in relation to the financial assessment under the scheme and the financial support provided under the scheme are outlined in the *'Nursing Homes Support Scheme Information Booklet'* issued by the Department of Health and Children, a copy of which is included at schedule 3.
   6. Discharge of Fees
      1. If you nominate us as agent for the collection of your Department of Social Protection benefit / pension, we (through a nominated representative at the Centre) will arrange for the deduction of the Long-Term Residential Care Charges from your benefit / pension as outlined in schedule 5 in discharge of your obligation to pay the Fees, and we (through a nominated representative at the Centre) will lodge the balance of your Department of Social Protection benefit / pension after discharge of the Fees to your patient private property account in accordance with clause 9.3 below.
      2. If you have not nominated us to collect your Department of Social Protection benefit / pension, you shall arrange to pay the Fees to us in an agreed manner as outlined in schedule 5.
      3. In the event that any arrears of Fees arise, you or your Representative(s) shall agree to discharge the amount in arrears as soon as practicable within an agreed timeframe.
   7. Additional Services
      1. We reserve the right to request you to pay Additional Fees in respect of any Additional Services or additional equipment. Any Additional Fees incurred by you shall constitute Fees due by you to us and shall be paid by you to us as follows:
      2. In the case of Additional Services, within one month of the month end of receipt of those Additional Services; and
      3. In the case of equipment, in advance prior to our providing such equipment to you.
2. RIGHTS & OBLIGATIONS
   1. **RESIDENT'S OBLIGATIONS**

For so long as you are residing at the Centre, you shall be obliged to:

* + - 1. respect the privacy and dignity of other residents and staff of the Centre;
      2. permit the staff of the Centre to carry out their duties to facilitate the efficient running of the Centre for your benefit and welfare and for the benefit and welfare of other residents in the Centre; and
      3. abide by the policies and procedures applicable in the Centre, as amended, updated, extended and / or superseded from time to time (which we will make available for inspection upon request by you or your Representative(s)). A list of the policies and procedures applicable in the Centre is provided in schedule 7 of these terms and conditions.
  1. **RESIDENT'S RIGHTS**
     1. Your rights as a resident are as set out in the Health Act 2007 and the regulations made thereunder, in particular, the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009, as amended from time to time, and the HIQA *Standards for Residential Care Settings for Older People in Ireland*.
     2. A summary of your rights as a resident is contained in the *Resident's Information Booklet*, a copy of which will be provided to you upon admission to the Centre.
  2. **REGISTERED PROVIDER'S OBLIGATIONS**

The Registered Provider will, subject to available resources including financial resources, staffing resources and / or facility capacity (section 7 of the Health Act 2004), provide the Long-Term Residential Care Services to you in accordance with its obligations under the Health Act 2007, and the regulations made thereunder, and having regard to the *Statement of Purpose* and *Resident's Information Booklet* of the Centre and the HIQA *Standards for Residential Care Settings for Older People in Ireland*.

* 1. REGISTERED PROVIDER'S RIGHTS

We reserve the right to:

* + - 1. restrict visiting in circumstances where the timing of the visit poses a risk, in times of your illness or distress or under the direction of a medical practitioner where such restriction is considered to be in your best interests;
      2. move you from your allocated room when such a course of action is considered necessary or appropriate for your safety and / or the safety of any other resident in the Centre or when such a course of action is considered necessary or appropriate for the purpose of managing the overall allocation of accommodation in the Centre. Any proposed move from your allocated room will be discussed in advance with you and / or your Representative(s) and all efforts will be made to agree in advance any proposed move with you and / or your Representative(s);
      3. move you from your allocated room where an urgent need arises to reallocate accommodation in the Centre. In such circumstances, where practicable, any proposed move from your allocated room will be discussed in advance with you and / or your Representative(s).
      4. transfer you to an alternative nursing home and / or to hospital if in the opinion of a medical practitioner it is in your best interests to do so;
      5. review the Fees payable by you under these terms and conditions where necessary or in the event that Additional Services are required by you.

1. **MANAGEMENT OF FINANCES** 
   1. Management of your finances will be in accordance with the relevant legislation in relation to Long-Term Residential Care Charges (Nursing Homes Support Scheme Act 2009) and patient private property accounts (Health (Repayment Scheme) Act 2006), as amended from time to time.
   2. If you elect to manage your own financial affairs or to appoint your Representative(s) for this purpose, we will provide support to you where possible. However, we will not accept any liability whatsoever in respect of the management of any funds by you and / or your Representative(s).
   3. If you elect for us to manage your financial affairs, we will arrange for a patient private property account to be set up in your name. We shall manage this account in accordance with the Health Service Executive *Patients' Private Property Guidelines* and in accordance with the Health (Repayment Scheme) Act 2006.
   4. You and / or your Representative(s) may request a copy of the Health Service Executive *Patients' Private Property Guidelines* at the Centre.
2. PERSONAL PROPERTY
   1. We will keep a record of all items of personal property brought into the Centre by you and notified by you to us.
   2. This inventory of personal property is for recording purposes only and we shall (subject to the requirements of regulation 13 of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009), as amended from time to time, have no obligations to maintain any such personal property in any particular condition or any responsibility whatsoever to you to keep, protect, manage or otherwise deal with such property in any particular manner.
   3. We will put in place insurance cover against loss or damage to your personal property in accordance with the provisions set out in schedule 6 of these terms and conditions.
3. REVIEW

We will monitor your ongoing care needs and, if necessary will:

* + - 1. review and update your Care Plan in consultation with you and / or your Representative(s) to reflect changes in your needs or circumstances. Your Care Plan will be reviewed in accordance with the requirements of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009, as amended from time to time, and a copy of the updated Care Plan will be made available to you following each review;
      2. discharge you in accordance with clauses 12.1, 12.2, 12.3 or 12.4; and/or
      3. transfer you to a hospital in accordance with clause 12.2.2.

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1. DISCHARGE
   1. Where we consider that your care needs are no longer being appropriately met in the Centre, we will make arrangements to discharge you from the Centre. We will consult with you and / or your Representative(s) in relation to your proposed discharge.
   2. Discharge to Hospital
      1. Where you are being discharged to a hospital, we will consult with you and / or your Representative(s) in advance of your proposed discharge. In addition, we will ensure that all relevant information in relation to you is furnished to the receiving hospital in a timely manner.
      2. Where you require urgent or emergency acute care in a hospital, we will transfer you to the relevant hospital and will notify your Representative(s) of the transfer as soon as reasonably practicable. Notification in such circumstances may take place either before or after your transfer to hospital.
   3. Discharge to Alternative Centre
      1. Where, based upon a review of your care needs, we consider that you require discharge to an alternative centre, we will consult with you and / or your Representative(s) in advance of the proposed discharge. In addition, we will ensure that all relevant information in relation to you is furnished to the receiving centre in a timely manner.
      2. Where you are discharged to an alternative centre, this Contract will be terminated upon your discharge in accordance with clause 15. However, any financial support to which you are entitled under the scheme and any charges payable by you under the scheme will continue to have effect in relation to the alternative centre.
   4. Discharge to Home
      1. Based upon a review of your care needs, and following consultation with you and / or your Representative(s), a decision may be made to discharge you to home.
      2. Where you are discharged to home, this Contract will be terminated upon your discharge in accordance with clause 15. In addition, any financial support to which you are entitled under the scheme and any charges payable by you under the scheme will cease to have effect.
2. EXCURSIONS & APPOINTMENTS
   1. You and/or your Representative(s) will provide reasonable notice to the Person in Charge of the Centre if you intend to leave the Centre and of the estimated time of your return.
   2. You and / or your Representative(s) will be responsible for arranging transport to bring you to and from any appointment made in respect of you outside the Centre. Where you and / or your Representative(s) are unable to provide such transport, the Centre will provide transport upon receipt of advance notification of your requirement for same.
   3. No liability will attach to us for any personal injury and / or damage to your property that occurs during the period of absence from the Centre.
   4. When you leave the Centre for the purpose of obtaining treatment at a hospital or other healthcare facility, we will ensure that all relevant information in relation to you is furnished to the receiving facility and we will endeavour to obtain all necessary information relating to you from the receiving facility at the time of your return to the Centre.
   5. Where you are absent from the Centre for an extended period of time, Fees will be payable by you to us in respect of the period of absence in accordance with schedule 5.
   6. Where you are absent from the Centre for an extended period of time, other than for the purpose of receiving treatment at a hospital or other healthcare facility, your allocated accommodation in the Centre may be re-allocated as the Registered Provider sees fit. Decisions to re-allocate accommodation will be at the discretion of the Registered Provider and will be considered on a case by case basis.
   7. For the purposes of clauses 13.5 and 13.6 above, an extended period of time is deemed to be a period of six weeks or more from the date on which your absence from the Centre commences.
3. **COMPLAINTS**
   1. In circumstances where a complaint is made by or on behalf of you in relation to the care or services provided to you under these terms and conditions, the Person in Charge of the Centre shall first be notified of the complaint.
   2. In the event that it is not possible for the issue in complaint to be resolved by the Person in Charge of the Centre, the formal HSE Complaints Procedure will be invoked.
   3. A copy of the HSE Complaints Procedure will be furnished to you and / or your Representative(s) upon your admission to the Centre.
4. TERMINATION
   1. We may by notice in writing terminate our Contract in any of the following events:-
      * 1. where the Centre closes or ceases to operate from its current premises; or
        2. where you are discharged from the Centre in accordance with clause 12 above.

15.2 Without prejudice to the events specified in clause 15.1 above, we may terminate our Contract for any reason upon notice in writing of six months to you.

* 1. Where our Contract is terminated by you, a period of four weeks notice in writing shall be given by you to us.

1. INSURANCE
   1. The Centre is insured under the Health Service Executive Block Insurance Policy with Irish Public Bodies Mutual Insurances Ltd.
   2. A summary of the insurance cover at the Centre (obtained through the block insurance policy with Irish Public Bodies Mutual Insurances Ltd) is contained in schedule 6.
2. Governing law

These terms and conditions are subject to Irish law and the exclusive jurisdiction of the Irish courts.

1. effective Date

These terms and conditions supersede all other terms and conditions of the Centre for Long-Term Residential Care Services and are effective from [ ].

**DEFINED TERMS**

|  |  |
| --- | --- |
| "**Additional Fees**" | means fees incurred by you in relation to receipt of Additional Services or our provision of equipment beyond that which we are required to provide under statute or because we have insufficient resources; |
| "**Additional Services**" | means additional and/or ancillary services (not being Services) identified in your Care Plan and / or additional and / or ancillary services not provided to you under the Nursing Homes Support Scheme; |
| "**Care Plan**" | means the care plan in respect of your welfare and health needs, attached at schedule 2 and as updated, amended and modified from time to time; |
| "**Centre**" | means the designated centre for older people facility at which the Long-Term Residential Care Services are provided by us at [];  *(Insert name and address of Centre above)* |
| "**Committee**" | means a person or persons appointed by a court to act on behalf of a ward of court; |
| "**Contract**" | means the contract between us to provide the Long-Term Residential Care Services, and if relevant, Additional Services, as set out in these terms and conditions; |
| "**Fees**" | means the fees due by you to us for your residence at the Centre and our provision of the Long-Term Residential Care Services (including any Additional Fees incurred by you); |
| "**Long-Term Residential Care** **Services**" | means the maintenance, health or personal care services as provided for under the definition of long-term residential care services contained in section 3, paragraph (a)(i) of the Nursing Homes Support Scheme Act 2009; |
| "**Long-Term Residential Care** **Charges**" | means the contribution towards the cost of care provided for under the Nursing Homes Support Scheme in accordance with the provisions of the Nursing Homes Support Scheme Act 2009; |
| "**Registered Provider**" | means the Health Service Executive; |
| **"Representative(s)"** | means your representative family member(s) or friend(s); |
| **"Services"** | means those services (being Long-term Residential Care Services) to be provided to you under these Terms and Conditions, more particularly those services set out in paragraph 1 of schedule 4. |

Your Care plan

maintanieed in care area

***'Nursing Homes Support Scheme Information Booklet'***

Available on request

**SCHEDULE 4**

**SERVICES**

1. **Services provided to you under the Nursing Homes Support Scheme**

The following services / items will be provided to you under the Nursing Homes Support Scheme and in accordance with the terms of the Nursing Homes Support Scheme Act 2009:

* 1. (a) Accommodation and board;

(b) Nursing and personal care appropriate to your care needs;

(c) Standard aids and appliances required to assist you with the activities of daily living;

(d) Bedding;

(e) Laundry service;

(f) Incontinence wear;

(g) Opthalmic and dental services;

(h) Chiropody;

(i) Transport (including care assistant costs) in circumstances where you and / or your Representative(s) are unable to make provision for such transport;

(j) Social programmes;

* 1. The following services will be provided to you based on the outcome of an assessment of your need for such services:

(a) All therapies;

(b) Specialised wheelchairs.

**SCHEDULE 5**

**FEES**

*(This section to be completed at the Centre upon completion of the financial assessment of the Resident under the Scheme.)*

1. Fees
   1. The Fees payable by you will be as follows:

Long-Term Residential Care Charges in the sum of € -------- per week

* 1. You will pay the above Fees monthly on the last day of the every month,

**SCHEDULE 6**

**INSURANCE**

1. **General Insurance Cover**
   1. The Centre has the following policies of insurance in place with Irish Public Bodies Mutual Insurances Ltd:

Public Liability Policy

Employers Liability Policy

1. **Insurance Cover in Respect of Resident's Personal Property**
   1. The Centre will have insurance cover in place against loss or damage to the personal property of residents at the Centre. The liability of the Centre to any resident shall not exceed €\_\_\_\_\_\_\_\_\_ for any one item, except where the property was deposited by or on behalf of the resident expressly for safe custody in the Centre's safe.
   2. The HSE Block Insurance Policy covers the theft of residents' personal property, subject to Policy terms and conditions.

**SCHEDULE 7**