

The Additional Rights of Residents arising out of the Care Home Contract with Wakefield Council

Purpose of this document

The Care Home will be registered and inspected by the Care Quality Commission (CQC) on a regular basis. The CQC requires each Care Provider to make available to you a 'Statement of Purpose' and 'Service User Guide'. These documents will set out the information you need to make an informed choice about the home of your choice.

In addition to the above, this Council has entered in to a contact with each Care Home which provides you with additional rights which Officers of the Social Services and Health's Contracts Section monitor Care Homes against.

The purpose of this document is to:

Inform you of your rights arising from the Contract
To provide you with details of who to contact should you have any concerns that your rights are not being met as set out in the document.

In order to help us monitor this the Care Provider will require you (or your representative) to sign a document to confirm that the rights as set out in the document have been explained to you.

This document has been developed in Partnership between Wakefield Social Services and Health and the representatives of the Care Homes within the District.

The Additional Rights

Confidentiality

The Care Provider will ensure that confidential information relating to you, which comes into their possession, is not divulged to any third party in the course of providing the service unless required to do so by law or with your express permission.

Consultation

The Care Provider will seek and act upon your views about the care that you receive. The Care Provider will explain to you how they will seek your views.

Nominated Carer

The Care Provider shall ensure that you are allocated a nominated carer (key worker) who is responsible for co-ordinating your care requirements. You will have the option to change the key worker allocated to you, if you choose to do so.

The Care Homes Policies

The Care Provider will make you aware of the policies specific to the Care Home which may affect your stay these will include such things as:-

Residents keeping their own pets

Smoking

Recreational Facilities

The Care Home will have the following available for your shared use:

TV

Video (including a selection of video cassettes)

Audio Equipment

Radio

Telephone (you may be required to pay for private calls yourself)

Books

You may purchase your own television set for your own room, however it will be your responsibility to pay for a television licence (or register for a free television licence if you are aged 75 and over)

Your Personal Room and Possessions

The Care Provider will ensure that you have your own private single bedroom, unless you choose to share with another Resident. The Care Provider will not transfer you to a different bedroom without prior consultation and agreement with you or your representative except where your health and safety is at risk. In addition to this the Care Provider will respect your wishes to change bedrooms and will ensure, within reason, that you are able to do so as soon as it is practicable.

Your personal possessions will not be covered by the Homes insurance and therefore you should arrange your own insurance should you require it.

Your bedroom will not be used by anyone else if you are temporarily absent from the Home.

Meals

The Care Provider will ensure that your choice is taken into account in the provision of meals.

Notice Period (Not Applicable in the case of rehabilitation and assessment in Resource Centres)

If you wish to leave the Care Home within six weeks of your admission you must inform the Care Provider of this in writing. No other notice of intention to leave the Care Home or any payment in lieu of notice is required from you.

If you wish to leave the Care Home after six weeks you must provide the Care Provider with:

One weeks written notice or
Payment of your assessed financial contribution in lieu of notice (up to a maximum of one week).

Charges for Your Care

The Care Provider cannot require you (or whoever is responsible for your financial affairs) to pay your assessed financial contribution in advance.

The Care Provider will provide you with free basic necessities associated with the provision of your care. Examples of these include Soap, Shampoo, Talcum Powder, Deodorant, Shaving Equipment and where required Contenance Products.

The Care Provider will ensure that they pursue free Chiropody treatment for you if you have diabetes or have been diagnosed by your GP as requiring the service.

The Care Provider will inform you of any additional services available that you may choose and the cost of such services such as personal newspapers and hairdressing.