# Welcome to David Cargill House

# RESIDENTS' HANDBOOK



David Cargill House 6/7 Great Western Terrace Glasgow G12 0UP

Telephone: 0141 339 4733

Email: <u>info@davidcargillhouse.co.uk</u>
Website: <u>www.davidcargillhouse.co.uk</u>

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# 1 BEFORE MOVING IN

# 1.1 David Cargill House – Who are we?

David Cargill House was officially opened in 1953 as a home for people who, owing to altered circumstances, were no longer able to look after themselves at home. The establishment of the Home was made possible by a grant from the D.W.T. Cargill Trust and was named David Cargill House. In 1956 the Trust purchased the adjoining property at 6 Great Western Terrace enabling the provision of residential care for 45 residents with 29 single rooms and 8 double rooms. David Cargill House is a voluntary, non-profit-making organisation.

David Cargill House is registered with the Social Care and Social Work Improvement Scotland (Care Inspectorate) who inspect the Home and the level of care provided and publishes reports of their findings. A copy of the most recent Inspection Report can be found here <a href="https://www.careinspectorate.com/index.php/inspection-reports">https://www.careinspectorate.com/index.php/inspection-reports</a> A copy can also be obtained from David Cargill House.

# 1.2 Getting to Know Us

In addition to the written information we provide you are most welcome to come and visit us along with a member of your family, a relative or a friend. You will be able to meet with staff, see round the Home and ask as many questions as you want. You could make subsequent visits to reassure yourself and, if you wish, join us for lunch to help you reach your decision. A member of your family or a friend may accompany you if you wish. If you decide to move in, the first four weeks will be on a trial basis so that you can be assured that this

live.



The Residents' Handbook provides important information you will want to know about. In addition, you may request to see our Policies and Procedures Manual which contains detailed statements about our policies, procedures, and their implementation by staff.

# 1.3 Our Philosophy of Care

- Since 1953 David Cargill House has provided a high-class supportive environment for those requiring residential and respite care.
- Our philosophy of care is to provide you with a relaxed, amiable environment where our caring staff team constantly strive to ensure you enjoy the highest possible level of care and attention.
- At David Cargill House we recognise and appreciate the fact that all our residents are individuals and are uniquely special.
- We shall strive to guarantee that all our residents' lives are free from stigma and prejudice.



- We will encourage and nurture friendship where friendship is desired, but equally we recognise your right to enjoy your own company, if you so wish.
- At David Cargill House we will never lose sight of our prime objective of improving our residents' quality of life by assuring they receive the space, comfort and dignity that is their due.

# 1.4 Our Core Values and Principles

Individuality, dignity, and potential

We endorse your right to live as a valued and equal member in David Cargill House within a homely environment and without stigma. We aim to deliver services in ways that enhance your dignity and self-esteem and maximise your individual potential.

### • Choice

We take positive action to create choices for you, recognising your individual needs and capacities. We strive to ensure that you will have as much information as possible to make informed choices.

# Listening to you

We aim to ensure that the fullest opportunity is given to you, your relatives, and carers to have a voice in the planning and delivery of services.

# • Equal opportunities

David Cargill House is fully committed to an active policy of promoting equal opportunities. We aim to ensure that no resident, employee or job applicant receives less favourable treatment on the grounds of age, race, gender, religion, sexual orientation, marital status, or disability, or is disadvantaged by conditions or requirements which cannot be shown to be justifiable. We recognise that such a policy involves going beyond mere compliance with legislation by ensuring that best practice in equal opportunities is central to the ethos of the home and applies to all who are involved with it. Details of our equal opportunities and anti-discrimination policies can be found in the Policy and Procedures Manual.

# • Safeguarding your rights

We will always limit necessary intervention to the minimum required. Where necessary, we will assist you to have your views represented and to receive an independent hearing through effective complaints and advocacy procedures. You will receive a written Residency Agreement which sets out the terms of residency, payment arrangements and arrangements for changing or ending the contract. The Home meets with all the relevant legislation and guidance relating to fire, health and safety procedures, the management of risk, and is subject to statutory regulation and inspection.

# Partnership

We work closely in partnership with residents, relatives, carers, professionals, and the local community to ensure that services and facilities are responsive to need. We actively promote partnership arrangements with other agencies and organisations for the welfare of all our residents.

# Quality

We strive to ensure we deliver services of the highest possible quality with maximum flexibility in response to your needs and wishes.

# 1.5 Our Aims and Objectives

- We aim to promote new and stimulating experiences through an active and varied cultural and recreational programme with dedicated staff.
- We maintain freedom of choice as long as there is no risk to you or to others. This is achieved by allowing you to be independent and to look after yourself where possible and by providing the appropriate level of care that you need.
- We respect individuality, ensuring you are seen as a person in your own right and not as an anonymous part of a group. This is achieved by providing each resident with a Personal Key Worker and agreeing a Personal Care Plan.
- We encourage links with your past, reminiscing to help you gain from your life experiences thus enhancing your sense of your own value. We achieve this by encouraging relatives to be actively involved in your care if you so desire.

- We encourage you to express your own opinions or to keep them to yourself if desired.
   This is achieved, for example, by holding monthly residents' meetings which are minuted.
- We recognise that, whilst residents' physical, emotional, social and intellectual capabilities may change through time or circumstances, quality of life will be maintained and improved, as far as possible, by staff giving sensitive recognition and support to your needs. We aim to achieve this through training staff to provide a caring environment which allows all our residents to live in the Home with dignity and a sense of purpose.

# 1.6 Rights, Responsibilities and Risks

**Rights:** - Residents have the right to self-determination. Their carers and relatives have a right to see their loved ones responsibly cared for. However, many rights, if guaranteed unconditionally to one person, would infringe upon the rights that another person claims. Some of the rights people claim for themselves would, if carried to an extreme, infringe other rights they seek for themselves. For example, older people going into care often wish to be protected from danger but at the same time stress their right to autonomy. Relatives want to be assured that residents are properly cared for by the Home but also claim the right to be treated as partners in the process.

**Responsibilities:** - Rights need to be balanced against equivalent responsibilities. Just as rights are claimed by people for themselves, so responsibilities are most often allocated to others. To state that someone else has a responsibility towards you, may be another way of stating what you perceive to be your own rights.

**Risks:** - It is in the balance between rights and responsibilities that the risks in residential care reside. A starting point of good practice must be to recognise a resident's right and need to take calculated risks and to exercise good judgment in ensuring that risks are responsibly taken. In David Cargill House this is achieved through an ongoing process of Risk Assessment. You will be involved and consulted about any risk assessment that concerns you.

# Residents' Basic Rights

- o The right to be always treated with dignity and to be treated as an individual regardless of their abilities.
- o The right to pursue independence, responsibility, and choice where they do not infringe on the rights of others.
- o The right to have privacy in relation to their own space and their own belongings.
- o The right to have their own cultural and religious needs accepted and respected.

- o The right to have their own physical, sexual, and emotional needs accepted and respected.
- o The right to care for themselves as far as possible and have appropriate assistance as required.
- o The right to be informed of new procedures and have these made explicit.
- o The right to comment and have their expressed opinions heard and listened to.
- The right to be with other people in the community either by going out or by inviting others into the residential Home.
- o The right to maintain connectivity with relatives, friends and the wider community including by phone and internet.
- The right to have assistance where necessary and practicable to access the facilities available within the wider community - medical, social, educational, leisure and other services.
- o The right to establish a residents' group and freely nominate a representative to serve on such a group.
- o The right to have free and clear access to the Complaints Procedure.
- o The right to confidentiality in relation to medical and personal information, access to information on file and to know on what basis information is shared with others.
- The right to have an independent personal advocate (representative) to safeguard their interest if required.
- The right to take appropriate risks in relation to the exercising of their own rights. See Appendix 2.

# 1.7 Residency Agreement

A sample copy of the Residency Agreement which forms the agreement between the Resident and David Cargill House can be found on the last page of this Handbook.

### 1.8 Our Staff

We take great care in the recruitment, supervision, and training of staff. The quality of our staff is the cornerstone of our approach to care. Staff receive regular training, and we always seek to go beyond the minimum Standards in training and qualifications. Care is taken to ensure that proper references for staff selected are secured. New staff are given appropriate induction training. Staff are assured that they can, in confidence, raise with the Home Manager or the Management Committee any concerns they may have about the quality of services being provided without fear of reprisal, discrimination, and

victimisation. As an organisation we aim to be transparent and accountable to residents, staff, and the wider community.

In the case of relief staff, we ensure they are properly vetted and meet the high standards we expect of all our staff members.

We have an active policy of reviewing training to reflect up-to-date knowledge and best practice in foot care, nutrition and hydration, dementia and mental health, and therapeutic activities. Outside agencies also provide training ranging from basic food handling and hygiene to care of the dying and bereavement. All staff have to know and be able to implement our Health and Safety procedures. We encourage and assist upgrading of skills and career development.



# 2 SETTLING IN

# 2.1 Your Key Worker, Care Plan and the Review Process

You will have your own allocated Key Worker who will be responsible for ensuring that your needs, wishes, and aspirations are met. We try, where possible, to ensure that you are able to choose and change if necessary, who will be your Key Worker. It is the policy of the Home to compile a Personal Care Plan with your co-operation and involvement which assesses your strengths, focuses on your individual aims and objectives, and plans how these shall be met. This should enable you to follow your lifestyle as closely as possible. Your Personal Care Plan is developed and reviewed with you and, should you desire, your relatives or other representatives. If ill health or disability makes it difficult for you to be fully involved in your own Personal Care Plan, then your relatives or representatives will be asked to contribute. You will receive a personal copy of your Care Plan.

### Your Personal Care Plan will include:

- What you prefer to be called
- Personal preferences for food and drink and dietary needs
- Social, cultural, and spiritual preferences
- Leisure pursuits
- Special equipment and adaptations
- Health needs
- Assessment of personal risk
- Communication arrangements if first language not English
- Contact with relatives and maintaining connectivity
- Medication
- Nominated person under Complaints Procedure
- Measures of restraint

Your Key Worker will arrange to meet with you each month in order to review your Care Plan and to note any requests or changes. Please take this opportunity to look over your Personal Care Plan to ensure it is in line with your wishes and needs. We endeavour to carry out formal reviews on a 6 monthly basis or sooner if required. A copy of the review minute is kept within each individual resident's Personal Care Plan.

Paperwork is essential but we try to keep it to a minimum. We do not unnecessarily photocopy information about you, nor would we share any information about you with outside agencies without your prior consent. May we take this opportunity to remind you that although, to ensure confidentiality, it is our policy to hold all personal records in locked cupboards, you have the right of access to your personal records, and we would encourage you to exercise this right. Please arrange this with the Home Manager, person in charge or your Key Worker. Please refer to Appendix 3 in the supplementary Appendices Document for more information. Should you find any inaccuracies, or if you believe that we are holding information about you that you consider to be irrelevant, please let us know so that we can rectify the matter. Matters where there is disagreement can be recorded and dealt with via the Complaints Procedure if this is your wish.

### 2.2 Personal and Intimate Care

Your personal care is important to us. We believe you should be able to maintain as much independence in this area as possible but want you to know that we are willing to assist you as much as you require and request. To this end, your allocated Key Worker will liaise with you and other staff members to ensure that your needs and wishes are met. We try wherever possible to have male carers for male residents, and female carers for female residents. Where support with dressing or other intimate care is necessary, we will always try to ensure that you have, as far as is reasonably practicable, a choice as to who attends to you. Please discuss your preferences fully with your Key Worker. Where personal clothing is concerned, staff will name tag clothing to minimise loss. Commodes are available on request.

Should you so desire you can employ your own worker or personal assistant. However, this would need to be arranged with us, and you or your agent would need to assume responsibility for ensuring the person employed was suitable to be employed by you, and that he/she would observe the policies and practices of David Cargill House with respect to contact with other residents and the staff. David Cargill House shall not take any responsibility for your employee's training.

# 2.3 Safety

Your safety at all times is of primary importance to us. You can help ensure this and the safety of all at David Cargill House, by following the procedures laid down and familiarising yourself with what to do in an emergency. Staff have appropriate training in first aid and other aspects of Health and Safety.

# • Summoning Assistance

You can summon assistance at any time in your room by the pull cord. Your Key Worker will ensure that you know how to do this.

# • Fire and Health and Safety Procedures

You can be confident that David Cargill House operates in line with current legal requirements for Health and Safety, Fire Safety, Risk Management and Food Hygiene. Copies of the relevant policies, procedures and certificates can be found in the Policies and Procedures Manual located in the front hallway. Please always follow our fire procedures, which are displayed on your bedroom door. We will ensure you know the sound of the fire alarm and the procedures to be followed.

Please note that any furniture e.g. beds or upholstered chairs you may wish to bring with you into David Cargill House must meet current fire regulations.

To meet with Health and Safety legislation, you would need to arrange for an electrician to test any electrical equipment you wish to bring into the home prior to the date you move in. This would include TV, hairdryers, radio, etc. Please let us know what you have brought in order that we can arrange to have the appliances added to our annual appliance testing schedule. Please always be sure you leave no trailing cables etc. in your room over which you or someone else might trip.

Through our Health and Safety Policy, all gas appliances, heating and hot water systems, the lift, and procedures for using chemicals etc. are monitored regularly by staff and other professionals. A copy of the policy procedures can be found in the Policy and Procedures Manual.

If you or your relatives see anything that you think is creating a safety or fire hazard, please be sure to let us know so we can investigate and make safe any risk.

### • Hygiene and Environmental Health

We aim to maintain the highest standards of hygiene. The preparation and serving of food complies with all current Food Standards legislation.

### Access

Access to the Home is by means of the main door which is controlled by a security system operated by staff. Disabled access is limited and via the back entrance to the Home. Due to the Grade A listing of our building, it has not been possible to install more satisfactory disabled access at the front. Specific arrangements for entering and leaving can form part of the agreed Care Plan. An internal lift services both the first and second floors.

### Accidents and Incidents

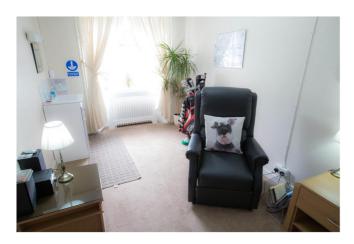
All accidents and incidents (e.g. falls) are recorded and reported. Details of the reporting procedures can be found in the Policy and Procedures Manual. Staff will discuss with you whether you wish relatives to be informed if you are involved in an accident or incident.

### • Restraint and Abuse

The Home has very clear policies on Restraint and Abuse. Policies for dealing with restraint, aggression and any reported or alleged incident of abuse involving adults or children are contained in the Aggression, Restraint and Abuse Policy document and our Child Protection Policy document, copies of which can be found in the Policies and Procedures Manual which can be seen upon request to the Management.

# 2.4 Your Bedroom

On admission, you will be given a Care Plan questionnaire to complete which will help us to know how much or how little access you would wish us to have to your bedroom. We will always respect your privacy but for health and safety checks, room cleaning, returning of freshly laundered clothes and bedding etc, we obviously need access to your bedroom from time to time. We would aim to do this as unobtrusively as possible. Staff will always knock and wait to be invited into your bedroom. The exception to this would



be if there was no reply and they were concerned for your health or safety. If you do not wish staff to check you during the night, they will not enter your bedroom unless they have concerns for your wellbeing. If this is the case, it will normally have been discussed with you before you retire to bed. We would emphasise that there are no rules as to when residents should rise in the morning or retire at night. This is entirely your choice.

Your bedroom door is lockable, and you will receive a key. You may entertain visitors privately in your room if you wish. You also have a piece of furniture which is lockable for the safekeeping of valuables. A TV aerial point is installed in most rooms, and you are at liberty to bring a portable TV if you so choose. If you are using your set late at night please have consideration for other residents by not having the volume too loud as some residents retire to bed quite early.

The heating in your room is adjustable and all windows can be opened to a safe degree. Please feel free to adjust your heating and open or close your window as you wish. If you wish someone to show you how to adjust the heating, please ask. If you have difficulties managing it staff are happy to help. All rooms have an overhead and a bed light and a pull cord for summoning staff in the event of an emergency.

# 2.5 Telephone

A phone can be provided in your bedroom to receive or make calls. Should you request a special type of phone to be connected in your room, please speak to management, who

will make the necessary arrangements. Accounts for personal calls will be handed to you every two months. Connection charge, handling, administration, and line rental are all inclusive with the call cost. Should you wish to have your own private line installed, you or your representative will be responsible for the installation and any and all charges incurred. However, there is a pay phone at the main entrance for your use. The telephone accepts 10p, 20p, 50p and £1 coins, and you may also receive incoming calls on this pay phone, and the number is: 0141 334 7433. You may of course use your mobile phone if you have one.

Arrangements can be made for the connection of personal computers. Staff are not permitted to use your private telephone, or any other item belonging to you or intended for your use. Neither are they permitted to borrow something belonging to you for another resident. Staff are aware of this.

Should your relatives wish to speak to a member of staff or to Management, they would contact us on 0141 339 4733.

# 2.6 Exercising Your Rights

We will respond to any request made by you politely and quickly. Where the request cannot be met, a full explanation will be given.

Confidential information about you is only shared with others with your express permission. The handling of medical information is described later. You will be informed if any information cannot be kept confidential and who has the right to see it. All records are securely kept. We actively support residents in exercising their civil rights such as voting and participating in the affairs of the wider community.

# 2.7 Complaints, Compliments and Suggestions.

Please let us know as quickly as possible if you have any concerns or complaints about any aspect of the Home, so that we can take action to remedy the situation as quickly as possible. If your concerns are not met to your satisfaction, we have a formal Complaints, Compliments and Suggestions Procedure, a copy of which can be found in the supplementary Appendices Document. The procedure ensures that complaints will be handled sympathetically and quickly. Confidentiality will be respected, and you and your relatives can have confidence that complaints will be considered fairly and properly. The procedure allows for complaints to be taken to the Management Committee and for the involvement of the Inspection and Registration Authorities where necessary.

We also welcome suggestions for the improvement of facilities and services and we also like to hear that you are happy with the services and care provided in the Home. Happily, in David Cargill House we receive many more compliments than complaints.

# 2.8 Advocacy

In addition to the organisation's Complaints Procedure, there are times when it may be useful for residents to have the guidance or assistance of a professional agent such as a lawyer or perhaps an advocacy service or a social worker to ensure that anything being

suggested is in your best interest. Details are available on request and are available in the Policies and Procedures Manual in the Duty Room or from the Management.

# 3 DAY-TO-DAY LIFE

# 3.1 Lifestyle

We aim to help you to pursue your social, cultural and leisure interests as far as you are able. Arrangements can be made for you to attend special events. The Home often has visiting entertainers and there is a well-stocked library of books in the study, which is changed regularly. Videos and films are shown regularly. Newspapers and magazines can be ordered. Your birthdays and personal anniversaries are recognised if you wish and, with your agreement, we will help you celebrate these and any festivals and holy days that you observe. Please discuss your preferences with your Key Worker.

# 3.2 Spiritual Needs

David Cargill House is a multi-faith community. We hope to be able to support you in maintaining or developing your individual spiritual belief and practice if you wish. The Home has good connections with local faith groups and churches and we would be happy to help in this respect. If your spiritual and cultural requirements are not being met in David Cargill House, please let us know.

# 3.3 Eating Well

Diet and nutrition are very important to David Cargill House as we believe that these areas impact of a resident's wellbeing. Soon after your admission and at regular intervals thereafter, our chefs will meet with you to chat about your preferences, your likes and dislikes, and any special diet you may require. On our menu there is a varied choice for lunch and tea. We also offer a varied menu at breakfast time where you can choose a cooked breakfast or choose selections from our buffet breakfast, which includes cereals, fruit, yoghurts, porridge etc. If you do not like whatever is on the menu, we will gladly offer you something else. We will then add whatever you do not like to your comprehensive nutrition plan which is kept as part of your Personal Care Plan.

Tea, coffee and biscuits are served in the lounges in the mornings, afternoons and late evenings. At supper time, sandwiches are available with a choice of beverage and biscuits. Fresh fruit selections and fresh fruit juices are served

throughout the day.

Some residents enjoy meeting together for their meals and some prefer not to. For that reason we have flexible times for serving the three main meals of the day in the dining room. So if you do not wish to eat with other residents or in the dining room, preferring to eat in your room for instance, we would be happy to accommodate your preference. If you wished relatives or friends to join you for a meal this can also be arranged with a little notice. We are flexible in meeting individual requirements. Our chef meets with every new resident to discuss their preferences.

Our Nutrition Policy, which helps ensure that residents have a balanced, nutritious, and varied diet, can be found in the Policies and Procedures Manual in the Duty Room or upon request to the Management.

# 3.4 Keeping Well

David Cargill House is a Residential Home rather than a Nursing Home but under instruction from your GP we can help you with your medication if you wish or require, and assist with simple treatments such as eye/ear drops and applying creams and lotions. Your doctor will arrange for a district nurse to attend to any further medical attention you might require, such as an injection or sterile dressing.

You have the right to a confidential meeting with your doctor if you wish. However, please remember that if you have decided that you want us to assist you with medication, we would need to know about any changes your doctor makes to your medication or has requested that David Cargill staff monitor your health in any way. We will ask if your doctor wishes to contribute towards your 6 monthly reviews unless you instruct us otherwise. Except in cases of genuine emergency, staff will always consult you before calling a doctor on your behalf.

Other than where the law may require, it will also be agreed with you who will have access to any personal or confidential information, including any medical records. In general, your GP will retain your medical records while the Home will usually keep only relevant medical notes in its filing system. We would remind you of your right of access to information we hold about you. Access to the records and your Care Plan will, unless you object, be given to the care staff responsible for meeting your needs. Ancillary staff will not be privy to this type of information. We have no right of access to the medical records held by your GP but with your consent he/she may share information with staff that is relevant and necessary to your care. Please arrange separately with your surgery if you wish access to your medical records. Very confidential information shared with the Home Manager and the Deputy Home Manager will not be shared with other staff without your prior consent, except in the event of an emergency. We would reiterate that where, for any reason, information cannot be kept confidential, you will be consulted and told who has the right to look at it and why.

A list of some local Medical Practices can be found in Appendix 5.

### 3.5 Medication

With regards to medication, you can choose whether or not to manage your own where your GP agrees, unless there were special legal provisions stopping you from doing this.

If you wish to manage your own medication, you will be provided with a lockable unit in which to store it. Staff will, if you agree, order, and collect it for you.

You are at liberty to refuse or otherwise decline to take prescribed medication, but where this is ongoing and in conflict with the Home's duty of care, staff would require to address the situation by referring it, in the first instance, to your doctor. This would be undertaken with your knowledge and usually in your presence. Staff are not allowed to administer medication covertly i.e. crushed in food. However, pathways exist that allow nominated representatives to give permission for certain individuals to receive treatment if it is deemed necessary for their health and welfare. If this course of action were being considered in your case, you would be fully involved in the process from the outset and kept fully informed throughout as per the Home's policy on the Administering of Medication Covertly. This can be viewed in the Policy and Procedures Manual kept in the Duty Room or upon request to the Management. Full details would be recorded in your Personal Care Plan to which you would of course, retain the right of access.

Where staff manage and administer medication for you, you can be confident that the Home's system and records for ordering, storing and the administration of medication are up to date and accurate to ensure the safeguarding of all residents. You can also be assured that only medication prescribed for you will be administered to you. The Home's Residency Agreement also contains a section on medication which should be read in conjunction with the above.

### 3.6 Other Health Services

# • Physiotherapist

On referral from your GP a physiotherapist can visit if required. Members of staff are able to offer assistance on the instructions of the physiotherapist.

### • Occupational Therapist

On referral from your GP an occupational therapist can visit if required.

### • Chiropodist

Our private chiropodist can visit on request, depending on need, for which there would be a separate charge. The Home's visiting nail care service can visit when required for which there would be a separate charge.

# • Optician

The Home works alongside a company called Vision Care at Home, which offers a very good service on a domiciliary basis. Please let us know if you wish an appointment. You would require to meet any charges incurred. You may of course visit an optician of your own choice.

### Dentist

A Community dentist visits the Home to check our residents' oral health. We would recommend that you take advantage of this service. If you do not have a regular dentist

and require the services of a dentist, we can if you wish, arrange a visit from our domiciliary dentist. You would require to meet any charges incurred. You may of course visit a dentist of your choice.

### • Other Specialist Services

We can arrange visits from a dietician and speech therapist through your GP's referral.

# • Complementary Therapies (Aromatherapy, Massage and Reflexology)

We aim to provide access when possible, to some complementary therapies which can be beneficial to residents such as aromatherapy, massage, and reflexology. Aromatherapy is considered to be one of the most respected complementary therapies for residents. Our residents have certainly enjoyed these sessions. Reflexology has also been beneficial, and residents have enjoyed the sessions and benefit from the massage treatment to help their bodies relax, revitalise, and heal. You would require to meet any charges incurred for visiting therapists.

### 3.7 Private and Social Life

### Activities and Outings

We have an active programme of activities and outings. You will find the daily and monthly programme displayed on the notice board in the main hall. This can be subject to change depending on residents' interests, the weather and availability of staff. You are free to choose how much you or how little you want to take part. More information on activities can be found in the supplementary Appendices Document.

# • Planned Quality Time

This is time planned into our staff roster when Key Workers take time out with their residents to do something different or special. When this activity was devised, its overall aim was to allow time to be set aside where a resident and key worker would be able to plan activities to take account of residents' wishes and aspirations. It gives an opportunity for fun and pleasure, and offers the opportunity to build on life skills and to rekindle hobbies and interests. It should be linked to your Care Plan and we hope it may contribute to your independence, self-esteem and wellbeing.

### • Public Rooms and Other Facilities

David Cargill House is particularly fortunate to have several well-furnished and comfortable public rooms where residents can choose to spend some time. These include a large lounge, a television room, two large hall areas with comfortable armchairs, as well as a separate dining room. There is another lounge which leads into a large conservatory, which in turn leads into spacious private gardens. This lounge offers a television/video and tea and coffee making facilities. The basement also houses a hairdresser. There is a greenhouse in the grounds that you are free to make use of and we also have access to large communal gardens nearby.

### Location

The House is near to the popular shopping area of Byres Road and the Botanic Gardens are within easy reach. The House is well served by public transport. Car parking in Great Western Terrace is metered with a facility to purchase tickets.

# 3.8 Visiting

Friends and relatives including children may visit the home at any time. There are no set visiting hours. Please help your visitors make use of our tea and coffee making facilities and invite them to stay for a meal from time to time if you wish. Visitors in the evening are asked to be respectful to other residents who may have retired to bed early. Children are naturally required to be supervised by an adult while on the premises to ensure that neither they nor any resident came to any harm. Children are not allowed to enter a resident's bedroom without that resident's permission. To uphold and safeguard residents' rights in regard to visitors, we have a policy which is contained in the Policy and Procedures Manual which can be found in the Duty Room or upon request to the Management. Further details can be found in the Supplementary Appendices Document.

# 3.9 Smoking and Alcohol

To comply with Fire Regulations and The Smoking, Health and Safety Act (2005) we have a designated smoker's outside area at the back of the Home. Fire Regulations dictate that smoking is not permitted in bedrooms or anywhere else on our premises.

The Home does not have a drinks licence so does not sell alcohol to residents, but we have no restrictions on you buying your own and consuming it in the Home. However, you may wish to check with your GP that it does not disagree or interfere with any medication prescribed for you. We would be happy to help in this matter. For the safety of all residents, we would point out that antisocial behaviour caused by alcohol abuse will not be acceptable. Under no circumstances can the use or possession of illegal drugs be permitted within David Cargill House property.

# 3.10 Transport

David Cargill House has a minibus which can be used for outings and trips and can also be used to take individuals to appointments and religious services. Staff are also happy to do some shopping for residents when convenient. Staff who drive the vehicle for David Cargill House are insured to do so and there is no charge for this service.

# 3.11 Hairdressing

The hairdresser is normally visits weekly. You would be required to pay any charges incurred for this service. Prices can be found in the Supplementary Appendices Document. Staff are able to wash and dry residents' hair adequately if not professionally.

# 3.12 Residents' Meeting / Resident's Forum

There are regular residents' meeting to discuss issues affecting the ongoing life of the Home. These meetings are minuted and are a genuine way of involving residents in decisions affecting the Home. In between these meetings, if anything of note arises, the Management will ensure that residents are aware of what has arisen. We also have a residents' forum to discuss how our residents' funds are spent, menu planning and general household affairs. As far as we are able, we try to involve any resident who wishes to help choose colours of carpet, fabric, or paint to be used to decorate and refurbish bedrooms and communal living areas. Both the meeting and the forum are open to all and we welcome you to join in these discussions when they take place. You will always be involved if we are decorating your own bedroom and the chef consults residents individually about their food preferences.

### 3.13 Staying in Touch

Should you have communication difficulties, this Residents' Handbook and other documents can be made available in alternative formats. We will try to meet any special needs in this regard.

Within the staff team several languages are spoken apart from English, but where language differences cause difficulties, we would aim to assist you to use an advocacy service, interpreter, or a family member to make your wishes known. Ensuring that your needs and wishes are properly understood is very important to us.

# 3.14 Support and Care in Dying and Death

We wish to reassure our residents that staff will always care sensitively for those who are dying and, as long as we are able, we would hope to provide palliative care for those who are terminally ill, engaging the services of outside agencies where necessary. We have an Anticipatory Care Plan format whereby the roles of our staff and outside agencies are clearly defined in the offering of palliative care. An Anticipatory Care Plan is completed in a similar way to the standard Personal Care Plan where input from family or friends is welcomed. Friends, relatives, and carers would also be welcome to visit and support residents who are being cared for in this way, as long as the resident permitted this. All the resident's wishes and preferences would be adhered to as closely as possible, and dignity upheld to the highest standard we can achieve.

# 4. FINANCIAL ARRANGEMENTS

# 4.1. Fees and Additional Costs

Fees may be paid weekly or monthly by Cheque, Standing Order or Bank Transfer. The choice is entirely up to you. Fees are payable by the end of each month. If, however, you are considering paying by Standing Order we request that you have it dated for the 15<sup>th</sup> of each month; and if considering paying monthly by Cheque, that we receive this by the

22nd of each month to allow time for processing. We have an accountable procedure for recording financial transactions.

Fees cover the provision of accommodation, food, heat, light, basic toiletries, laundry, including ironing but excluding dry cleaning, and all necessary care as would normally be required by someone in residential care. You would normally provide out of your own resources, or living allowance, the cost of hairdressing, clothing, newspapers etc. and other items of a personal nature, or additional medical products not covered by prescription. Residents are also responsible for any fees they incur or costs arising from the purchase of spectacles, dentures, chiropody etc.

Prior to admission to David Cargill House, it is advisable to contact the Social Work Department or the Benefits Agency, even if you are self-funding, to ascertain if you would be entitled to a free personal care award or if an adjustment requires to be made to your retirement pension or attendance allowance.

Please refer to the Supplementary Appendices Document for further information on these matters.

The benefits agency local to David Cargill House is: Motherwell Pension Centre
The Pension Service
PO Box 19013
Motherwell ML1 3YW.
Tel: 0845 6060265

# 4.2 Your Pension and Living Allowance

There are strict procedures for the handling of money on a resident's behalf and if you or your relative wished David Cargill House to keep some money on the premises for your own use, this can be arranged. We have a policy for operating these personal accounts and are happy to accommodate your preference as best we can. Our policy and procedures are detailed below, as is our policy with regards to gratuities and presents.

Where David Cargill House holds a living allowance for you, two members of staff will handle your money at any given time, and both will sign your living allowance for accountability purposes if you are unable to do so yourself. This will always be done in your presence unless you request otherwise. With respect to your pension and benefits, these will be paid into the Company bank account where David Cargill House has been nominated as appointee. Where this is the case, this will have been fully discussed with you, your relative, social worker or other representative to ensure that it is in your best interest, and you will have been visited by an officer from the Department for Work and Pensions (DWP) who will have made the official arrangements for this transfer. Weekly fees will be deducted accordingly, and the remainder will be held in the Company account until you require some money, or your living allowance requires to be topped up. Living allowance will be handled as per the policy of David Cargill House.

Any money you require us to hold for you will be held accountably as follows:-

The staff member receiving the funds will sign your individual living allowance account, either directly onto your sheet or by receipt, and the funds will be counted in your presence or that of your representative. The amount will be entered onto your account and added to the balance already held. Please remember that any money held by us for your use continues to belong to you and you are entitled to it at any time. When you request it, it will be counted out to you in the presence of another person, and you will be asked to sign to confirm that you have received it.

If you wish to make arrangements other than the above, we will try to accommodate your preference as long as it can be implemented in an accountable manner. Please also refer to the following information.

If you feel unable to maintain your own living allowance account, David Cargill House can, if you or your relatives so wish, hold a small sum (up to £100) for you. If we agree to do this, please ensure and be assured of the following:-

- 1. You will always receive a signed receipt when you give any staff member money for your or your relative's use.
- 2. You will always be asked to sign a receipt when you or your relative receives money on your behalf from your allowance.
- 3. Please be assured that a till or written receipt will be obtained for every purchase made on behalf of a resident by their Key Worker. When the purchase is joint, e.g. when residents put together a "kitty" for an outing, an appropriate reference will be made on the joint receipt which will be held securely.
- 4. Where it is not possible to obtain a formal receipt for whatever reason, either the resident (if possible) and a member of staff, or two members of staff other than the person who normally looks after the residents' allowances, would sign an informal receipt.

Please note that where a resident has no bank account or equivalent, nor a relative who can maintain their finances, it is the policy of the Home to advise the Local Authority and request that they intervene.

Following these guidelines ensures that David Cargill House staff are as accountable as possible in the safe handling of residents' money. Wherever possible, we ensure that all transactions are witnessed by another person.

### 4.3 Gratuities

At Christmas and occasionally at holiday times, residents and/or their relatives sometimes like to donate a small gift for staff (but are under <u>no</u> obligation to do so). However, at other times, staff are not permitted to accept cash and are not encouraged to accept gifts from residents or their relatives, or other representatives, except small tokens of appreciation. If you wish to offer a gratuity and are unsure whether or not it constitutes a

small gift, you can if you wish, ask a senior member of staff for guidance or refer to the Gratuity Policy in the Supplementary Appendices Document.

# 5 MOVING ON

Most people coming to live in David Cargill House will want it to be their home for the rest of their life. However, some may decide to live somewhere else, perhaps to be near a relative, or perhaps David Cargill House can no longer meet their needs. We will help you in the planning and preparation for your move and ensure that the transition is as smooth as possible for you. Your records will be brought fully up to date and prepared in consultation with you, and passed on quickly to your new Home.

If you have any questions about services and facilities not covered in this Residents' Handbook, please let us know so that we can answer them and can insert the information for the benefit of future residents.

**COPY** 

# DAVID CARGILL HOUSE

# RESIDENCY AGREEMENT

Between
(Resident)
And

# **David Cargill House**

For the Provision of Care and Accommodation at

6/7 Great Western Terrace, Glasgow G12 0UP

In Room No .....

This is the Written Agreement required by Health and Social Care Standards

that sets out the terms and conditions of residency between the Resident and the Provider and links to the Provider's contract with the Council.

David Cargill House is a charitable, not-for profit organisation run in accordance with the relevant legislation and regulations of the Social Work (Scotland) Act 1968, as amended by the Registered Establishments (Scotland) Act 1987, the Regulation of Care (Scotland) Act 2001, and the Public Services Reform (Scotland) Act 2010. The Care Inspectorate visit David Cargill House to monitor standards and to ensure that standards throughout the Home are being maintained and, where necessary, improved upon.

For the information of Residents and/or their relatives a copy of the current Inspection Report is available from the Home Manager. Copies of the Report can also be accessed in the local Public Library or on the Care Inspectorate website <a href="https://www.careinspectorate.com">www.careinspectorate.com</a>

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# 1. Aims, Objectives and Principles of the Service

We, the Provider shall meet all of your assessed needs in relation to accommodation, meals, activities, support, care, including, where applicable, nursing care.

The Service that you receive will be flexible and designed to meet your needs as specified in your Personal Care Plan. We shall employ and ensure that sufficient qualified and suitably trained and experienced Staff are available, at all times, to deliver the Service.

The Service that you receive will comply with the Health and Social Care Standards, and will promote the principles behind the Standards, which include dignity and respect, compassion, being included, responsive care and support, and wellbeing. A copy of the Standards will be available on request from either your Care Manager or David Cargill House. Upon request, we shall be pleased to make available copies of Inspection Reports issued by the Care Inspectorate in respect of David Cargill House.

We shall follow the requirements set out in this Residency Agreement and the David Cargill House Contract with Glasgow City Council. A copy of the Council's Care Home Contract may be obtained from your Care Manager.

You and / or your Representative will be consulted on all significant proposals which affect your life or comfort, and your views will be taken into account.

You and / or your Representative will be offered a range of opportunities to give your views, make comments, and offer ideas, both individually and / or together, about the Service provided.

# 2. Definitions

'Care Assessment' means the community care assessment of your needs that is arranged and approved by the Council.

'Care Inspectorate' means Social Care and Social Work Improvement Scotland, a national body which is responsible for inspecting standards of care in Scotland and having its Head Office at Compass House, 11 Riverside Drive, Dundee and its local office at Central West Region, Paisley Piazza, 1 Smithhills Street, Paisley, PA1 1EB.

'Care Manager' means the person chosen by the Council to assess, oversee and review the care provided to you by us.

'Care Standards' means the Health and Social Care Standards that describe what you can expect to receive from us.

'Personal Care Plan' means the plan developed between us that details your needs and preferences and sets out how these shall be met in a way that you find acceptable.

# 3. Trial Period

3.1 The first four weeks of your stay will be regarded as a Trial Period to ensure that David Cargill House is suitable for you. This period may be extended by agreement between you, us and the Council to allow the Council further

consideration of your care needs.

# 4. Accommodation

- 4.1 Your room will be a single / double furnished room which we shall maintain in good decorative order and which will include a lockable facility. Should you wish, we shall provide a lock and key for your room.
- 4.2 No tenancy of any kind is intended to be created in respect of the occupancy of your room. You will only be requested to move from your appointed room if it is absolutely necessary, and only with your consent and consent of the Council in advance, except in the event of an emergency. Following the emergency which necessitated the move, you will be returned to your former room if you so request and if appropriate.
- 4.3 You are welcome to bring personal possessions and furnishings into David Cargill House to personalise your room, provided that other Residents or Staff are not inconvenienced or put at risk. We shall give you a written inventory of your possessions and furnishings upon your admission to David Cargill House, and we shall keep a copy for our records and shall update it as appropriate. It must be noted that electrical items are subject to testing in order to ensure safety and we cannot allow unsafe appliances to be used within David Cargill House. You are responsible for having equipment safety tested prior to admission and we shall require evidence that this has been satisfactorily carried out. We shall be responsible for subsequent safety testing, but repair and replacement of equipment belonging to you remains your own responsibility. Any furnishings and furniture that you wish to bring into David Cargill House must comply with fire safety requirements. We reserve the right to refuse to allow any item to be brought into the Home where we consider it to be a fire risk or other hazard.
- 4.4 We shall provide light and heat and shall explain to you how you may control the temperature in your room.
- 4.5 We shall ensure that your room is in good decorative order. If you choose to have your own room decorated to reflect your own taste you will meet any additional costs incurred.
- 4.6 We shall ensure a high standard of cleanliness in your room and throughout David Cargill House.
- 4.7 We shall provide you with bed linen, towels, flannels, sponges, basic toiletries and similar items for your own use together with a laundry service for your personal clothing, except dry cleaning. Bed linen will be changed weekly and as necessary. Personal laundry must be labelled and machine washable. If you require assistance labelling clothes we shall be pleased to help. As the machines are industrial, clothing may wear out more quickly than in a domestic situation. Please note that we are not responsible for supplying you with personal clothing.
- 4.8 Within David Cargill House you will have unrestricted access to:
  - Your Own Room
  - Toilets
  - Bathrooms
  - Communal Lounges
  - Conservatory
  - Garden areas

- 4.9 We shall provide you with a choice of menu for breakfast, lunch and evening meal that shall accommodate your dietary needs and, as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.
- 4.10 You are free to consume alcohol if you wish. If we have concerns about the effects on you, your medication and /or other Residents or members of Staff, we shall review this together in your Personal Care Plan.
- 4.11 To comply with Fire Regulations and Legislation, (the Smoking and Social Care/Scotland Act 2005) and for the safety of everyone in the Home, Residents are not permitted at any time to smoke in any part of the Home other than the designated smoking area which is in the Garden. Visitors, contractors and Staff are not allowed to smoke anywhere on the premises.

# 5. <u>Care to be Provided</u>

- 5.1 We shall provide you with personal care in accordance with your assessed needs and Personal Care Plan as supplied to us by your Care Manager, a copy of which will be given to you by your Care Manager. We shall develop this with you into a more detailed Personal Care Plan during your Trial Period in David Cargill House. We shall then review this with you as required, and at least every 6 months.
- 5.2 Your Care Manager will arrange a formal review of your placement at the end of your Trial Period and will inform you and/or your Representative of subsequent review arrangements.
- 5.3 Where your care needs change significantly, we shall request a review with your Care Manager with a view to potentially increasing funding for your placement at David Cargill House to continue to provide care at the level you require.
- 5.4 Whilst we do not offer nursing care ourselves, we shall make arrangements with the National Health Service (NHS) Community Nursing Service on your behalf.
- 5.5 Together, we shall choose a named member of our Staff to be your Key Worker who will be responsible for overseeing your day to day care, and to discuss with you your care needs on an ongoing basis.
- You may still use the services your own general practitioner (GP), if the GP so agrees, or we shall assist you to transfer to a local GP of your choice. If you register privately with a GP, the supply of drugs and medications will also be private and any charges arising will be made accordingly.
- 5.7 We shall enlist the support of the NHS as necessary for routine health checks and also to enable you to remain in David Cargill House in the event of illness, should you wish, unless your GP recommends alternative arrangements.
- 5.8 There is a choice of social and recreational activities if you wish to participate. You will be consulted in the planning of these activities.
- 5.9 The administration of your medicines will be discussed and agreed with you, and will be recorded in your Personal Care Plan, but the following should be noted.

To comply with registration requirements, Residents who are self medicating must ensure that their medication is stored safely in a lockable cupboard. Residents are at liberty to refuse or otherwise decline to take prescribed medication, but where this is ongoing and in conflict with Home's duty of care, Staff would require to address the situation by referring it, in the first instance, to the Resident's doctor. This would always be

undertaken with the person's knowledge and usually in his or her presence. Staff are not allowed to give any Resident medication covertly (e.g. crushed in food). However, legal powers do exist that allow other people to give permission for certain individuals to receive treatment if it was deemed necessary for their health and welfare. If this course of action were being considered for a particular Resident, he or she would be fully involved in the legal process from the outset and kept fully informed throughout as per the Home's written Policy on Administering Medication Covertly. Full details would be recorded in his or her Personal Care Plan to which he or she would, of course, retain the right of access.

David Cargill House cannot accept responsibility for the misuse of medication which is kept by a Resident and will have no liability for the death of or injury to any Resident who is self medicating unless the injury or death is the result of the neglect of the company, its employees or other agents for whom it is responsible.

# 6. Our Obligations to You

### We agree:

- 6.1 To ensure that David Cargill House complies with the conditions of registration and maintains the standard of care required by the Care Inspectorate and the Council at all times.
- To participate in an assessment of your needs in conjunction with the Council and the development of a Personal Care Plan.
- 6.3 To allow you as much personal freedom as possible, and only to restrict your movements for your personal safety or the safety of others or to the extent agreed in advance with you and the Council.
- 6.4 To contact your Representative and Care Manager in the event that you are involved in an accident or incident.
- 6.5 To provide safekeeping for the personal effects you require to bring into David Cargill House up to such limit of value as we may from time to time determine. Further details shall be made available upon request.
- 6.6 To treat all information relating to you as confidential and ensure that you and/or your Representative have access to your Personal Care Plan and any other information relevant to you.
- 6.7 To assist you, where possible, to maintain a lifestyle of your choice.
- 6.8 To recognise, support and assist you in maintaining links with your local community provided this does not interfere with the freedom of the other Residents in David Cargill House.
- 6.9 To assist you, if required, to exercise your rights in relation to voting, and to access any social and healthcare services.
- 6.10 To ensure you can make and receive telephone calls in private.
- 6.11 To welcome your visitors without prior notice, to David Cargill House at all reasonable times, provided their visits do not inconvenience other Residents.
- 6.11 To support you if you decide to refuse to see visitors and if requested, we shall advise visitors of your decision.
- 6.12 To ensure David Cargill House Staff are not permitted to become an Executor in respect of your Will.

6.13 To ensure David Cargill House Staff are not allowed to receive hospitality and acceptance of gifts (including gifts of money) from you or your family or representative, unless this has been previously agreed with the Council and the Home.

### 7. **Your Obligations to Us**

# You agree:

- 7.1 To inform us of any medication that you administer yourself, and allow us to monitor this.
- 7.2 To nominate a contact person and supply us with the name, address and telephone number of that person (relative or close friend over 18 years of age) to act as a contact in the event of any emergency or issue concerning your welfare or that which impacts on the administration of the Home.
- That you have a responsibility for the safety of David Cargill House which you 7.3 share with others, therefore safety regulations must be observed. You are asked to observe:
  - Fire drills and inspections are carried out at regular intervals and your coi) operation is essential.
  - We have clear guidelines on smoking, alcohol and drugs that are issued for the protection of all Residents and Staff.
- 7.4 To inform us any time that you leave David Cargill House, whether unaccompanied or with visitors, and also to give us an approximate time of return. We shall not be responsible for you once you are outside David Cargill House unless you are accompanied by a member of our Staff.
- 7.5 That should you wish to install a telephone in your room you will be responsible for meeting the costs of installation, rental and call charges.
- That should you wish to bring a domestic pet into David Cargill House and you 7.6 have been assessed as able to care for the pet without significant support, you may do so with our agreement and the agreement of the other Residents. You will be responsible for the care of the pet together with any costs including food and veterinary bills.
- 7.7 To leave David Cargill House permanently on termination of this Agreement

### 8. **Suggestions and Complaints**

- You are welcome to make comments or suggestions at any time in respect of the 8.1 service you receive from the Home.
- Should you wish to receive independent assistance or advice we shall help you to 8.2 contact your Care Manager or other relevant advocate.
- Should you be dissatisfied with any aspect of our service, you have the right to 8.3 complain to us and/or the Care Inspectorate who may be contacted at:-

Central West Region, Paisley Piazza, 1 Smithhills Street, Paisley, PA1 1EB

Telephone: 0345 600 9527

Website: www.careinspectorate.com; Email: enquiries@careinspectorate.com We would encourage you to talk to us in the first instance. Your Key Worker or the Home Manager would be pleased to discuss with you or your Representative, any concerns that you may have. If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Care Inspectorate or the Council, we shall assist you to do this.

8.4 A copy of our Complaints and Procedures Policy is attached.

# 9. **Payment of Fees**

- 9.1 The weekly fee is detailed in the Individual Placement Agreement issued to you by the Council. This sets out the amount of the contribution you are required to pay as determined by a financial assessment by the Council.
- 9.2 Any changes in your contribution, which may include the annual uprating of Department for Work & Pensions benefits and/or any changes to your financial circumstances, will be notified to you by the Council.
- 9.3 Where we collect your contribution, payment will be 4 weeks in advance. If the timing of your Department for Works and Pensions benefits payments prevents you from being able to meet the arrangements as set out in 9.4 below, we shall be pleased to arrange an alternative plan with you and your Care Manager.
- 9.4 Payment arrangements are as follows:Fees may be paid weekly or monthly by Cheque, Standing Order or Bank
  Transfer. Fees are payable by the end of each month. If, however, you are
  considering paying by Standing Order we request that you have it dated
- for the 15<sup>th</sup> of each month; and if considering paying monthly by Cheque, that we receive this by the 22nd of each month to allow time for processing. We have an accountable procedure for recording financial transactions. Where we collect your contribution and you fail to pay an invoice within 14 days from the due date or 14 days from the date of the invoice (whichever is the latter), then we are obliged to inform the Council who will seek to recover the debt on our behalf.
- 9.5 You will remain liable for payment of fees incurred during any period of absence from the Home including holidays.
- 9.6 If you are admitted to hospital, we shall keep your room for six weeks. Subject to agreement between the Council and ourselves, this period may be extended if necessary. You will be required to continue to pay your contribution throughout your hospital stay. If you are admitted to hospital and you are in receipt of Free Personal Care payments, you will be entitled to continue to receive this for the first 14 days. You will be required to pay the full weekly fee thereafter. Upon your discharge from hospital your entitlement to Free Personal Care shall normally be reinstated by the Council.
- 9.7 If you terminate your placement at David Cargill House without giving the required notice as detailed in Section 14, your fees shall be charged at the normal weekly rate for the unexpired notice period.
- 9.8 In the event of your death, your fees will be chargeable for a further three days (or less if your room is reoccupied within this three-day period) after which this Agreement will terminate. Under normal circumstances we shall ask that your room be cleared within three days. However, if this is not possible, we can make arrangements to clear your room and store items at David Cargill House for seven days. If there has been any overpayment or we have been holding money on your

behalf this will be refunded to your Estate.

# 10. Additional Charges / Additional Service Charges

- 10.1 There is no Additional Service Charge over and above the Council's Approved Rate for the cost of your Care and Accommodation if you are in receipt of Public Funding. However, should your care needs increase beyond what is in your Care Assessment, we may request a review of your funding via the Council by way of an Individual Service Agreement (ISA), or via yourself and/or your representatives. If you wish to purchase Extras, details are set out in Section 11.
- 10.2 For Privately Funded residents, or those in receipt of Free Personal Care, your care cost is set at £XXX per week. Should there be any difficulties in this regard; details should be forwarded for the attention of our Chairman for consideration.
- 10.3 We have agreed with the Council that the Price for your Care and Accommodation shall remain fixed until April 2022.
- 10.4 We may enter into a Private Arrangement with you and/or your representative to provide additional care beyond that which is outlined in your Care Assessment. Pricing and services to be provided will be agreed before the commencement of additional care services.
- 10.5 Where your care needs increase beyond that which is outlined in your Care Assessment, we reserve the right to review our charges. We will do this via the review process and in full consultation with you and/or your representatives and, where appropriate, the Council.

# 11. Extras

- 11.1 We can arrange the following extra goods or services in addition to those covered by the Price for your Care and Accommodation. You will be responsible for the payment of these goods or services and we shall advise you of their cost beforehand.
- 1. Hairdressing
- 2. Aromatherapy Massage
- 3. Newspapers
- 4. Dry Cleaning
- 5. Private telephone line rental and calls

In the absence of free provision by the NHS, the following may also be provided, but shall be charged in addition to the Price for your Care and Accommodation.

- 6. Chiropody
- 7. Optometry
- 8. Dentistry
- 9. Physiotherapy
- 10. Transportation and Staff escorts to and from appointments including medical appointments

# 12. Personal Expenses Allowance

12.1 Should we become your appointee we shall maintain records of income and expenditure involving the collection and payment of your fees and any additional

- charges. We shall support you and/or your Representative in the examination and understanding of such records, which we shall make available upon request.
- 12.2 Where we manage your finances, whether we act as appointee for receipt of your Department for Work and Pensions benefits or simply, where we manage your personal allowance on your behalf, we shall:
  - i) hold sufficient cash to meet incidental expenses for a two-week period and allow you easy and flexible access to your funds;
  - ii) hold your personal funds over £500 in your own interest-bearing account.
- 12.3 We shall not use any part of your personal allowance to pay towards any part of the cost of your care.

# 13. <u>Insurance</u>

- Whilst we have insurance covering all aspects of the provision of the service, this does not extend to your personal property exceeding the value of £500. If you have personal effects, including furniture, jewellery etc., of particular or significant value, the company would advise that you arrange your own additional or separate cover. You, or your representative, would be responsible for any charges arising from this. You would also be liable for payment of the £50 excess applicable to any valid claim made against our insurance.
- 13.2 We shall not be held liable for any items of personal possessions and furnishings not notified to us for inclusion on the inventory.

# 14. <u>Notice and Termination Periods for this Agreement</u>

### **Short Term Placement**

14.1 If you have been admitted to David Cargill House on a short-term basis, this Agreement shall terminate automatically at the end of this predetermined period unless we, you and the Council agree to vary the duration.

### **Trial Period**

- 14.2 Throughout the duration of your initial Trial Period in David Cargill House, we shall, after consultation with the Council, be entitled to give a minimum of 7 days' written notice of our intention to terminate your placement in David Cargill House.
- 14.3 You or your Representative may terminate your placement in David Cargill House by giving not less than 7 days' notice. If you leave before the end of this period of notice you are still liable to pay us your basic contribution for the full 7 days' notice period. After your departure, you will not be required to pay for any day within the remainder of your notice period where your room has been occupied by another Resident.

# **Long-term Placements**

14.4 After your Trial Period you and/or your Representative may terminate this Agreement for any reason by giving not less than 14 days written notice to both the Council and to us. If you leave before the end of this period of notice you are still liable to pay us your contribution for the full 14 days notice period. After

- your departure, you will not be required to pay for any day within the remainder of your notice period where your room has been occupied by another Resident.
- 14.5 We cannot tell you to leave David Cargill House without a review being held first, involving you/your Representative, your Care Manager and any other relevant professional involved in your care. The reasons for the review will be fully discussed together with possible solutions before any final decision is made on your continued stay within David Cargill House.
- 14.6 After a review has taken place and where we and the Council agree, we shall be entitled to terminate this Agreement upon giving you and the Council 4 weeks' notice in writing, or less where both we and the Council agree that:
  - i) your physical and/or mental condition deteriorates to the extent that we can no longer provide the service required to meet your assessed needs.
  - ii) your behaviour is persistently such that it causes a serious risk to the welfare or is detrimental to the peaceful enjoyment of other Residents or poses a serious risk to the safety of Staff or visitors to David Cargill House.
  - iii) you have persistently or seriously broken this Agreement.
- 14.7 In the event that we are to sell David Cargill House as a going concern to another care provider, we shall give you not less than 4 weeks' written notice.
- 14.8 In the event that we are to close David Cargill House, or make changes to our services to the extent that we are no longer able to keep your placement in David Cargill House, we may terminate this Agreement by giving not less than 13 weeks written notice to you and the Council. We shall fully cooperate with you, the Council and/or your Representative to ensure that suitable alternative accommodation is secured.
- 14.9 During any notice period of this Agreement we shall co-operate with the Council to ensure that your needs are met throughout.
- 14.10 In the event of your death, this Agreement will terminate automatically three days after the date of your death.

# 15. Future Arrangements

- 15.1 We shall respect your cultural, spiritual and religious wishes related to death and these will be recorded in your Personal Care Plan.
- 15.2 In the event of your death any items of jewellery, cash, bank books and insurance documents, which have been held in David Cargill House for safekeeping, will be forwarded to your next of kin, Executor of your Will or legal representative.
- 15.3 In the event of your death any fees outstanding to the Council or David Cargill House will be charged to your Estate.
- 15.4 If you have not made a Will and have no known next of kin or legal representative, we shall forward your personal items to the office of the Procurator Fiscal, who will attempt to trace your relatives.
- 15.5 If you do not have anyone who can arrange your funeral, we shall make the necessary arrangements in consultation with the person responsible for the payment of the costs.

# 16. Relationship of this Agreement with our Contract with the Council

- Where any of the information in this Agreement conflicts with the terms of the National Contract between us and the Council then the terms of our contract with the Council shall prevail.
- 16.2 Where a local authority other than Glasgow City Council is funding a Resident, and the terms and conditions of their contract differ from any of the above, then the terms of our contract with the funding authority will take precedence over the above.

Designation: Signature for and on behalf of the Provider (David Cargill House)			
At	(Place)		
Signature of the Resident			
On	(Date)		
At	(Place)		
Relatio	onship:		
Signature of Resident's Representative (if Resident unable to sign)			
On	(Date)		
At	(Place)		