



Home Agreement by Rescare Homes Trust

Rescare's mission is to provide, in partnership with whanau and advocates, a lifestyle for people with an intellectual disability which promotes choice, individual rights and dignity, culture and learning within cluster housing developments integrated with the wider community.

1.0 INTRODUCTION

Rescare maintains and operates residential homes and facilities for intellectually disabled persons under contract to any health authority or other funding source.

This document sets out the respective rights and responsibilities of Rescare and Rescare's residents and of any Recognised Guardians. These terms are deemed to be accepted by the Resident and any Recognised Guardian as soon as residency is taken up.

2.0 ACCOMMODATION

2.1 Rescare undertakes to provide to Residents:

- a. A bedroom for use by each Resident.
- b. Hygienic kitchen, bathroom, and toilet facilities.
- c. Comfortable living space for dining and leisure purposes.
- d. Household furniture and furnishing for personal occupation, where these have not been provided by the Resident.
- e. Telephone (excluding toll charges), heating and other usual utilities.

3.0 SERVICES PROVIDED BY RESCARE

3.1 Within the resources available to it, Rescare will provide to Residents:

- a. Co-ordinated care by a nominated trained key worker who reports to a supervisor, and who knows and relates to the Residents. The key worker is dedicated to develop and achieve maximum autonomy with dignity appropriate to the Resident's culture, age, and gender.
- b. Assistance and support around personal care.
- c. Promotion of the Resident's personal growth and development. Activities will be documented in a consultative, personal independent living plan reviewed annually covering matters such as access to vocational and educational opportunities, social recreational and other interests, involvement with community lifestyle, family and whanau.
- d. Timely clinical support, on as required basis, such as:
 - Access to appropriate medical services. (Access does not imply an obligation to fund such a service)
 - Recognition of Residents' choices and reasonable requirements regarding therapists or practitioners.
 - Supervision, assistance, and encouragement in implementing and reinforcing interventions and rehabilitation prescribed by therapists or practitioners.
 - Health promotion and preventative health measures.

- e. Nutritionally balanced meals appropriate to each Resident's individual dietary needs.
- f. Laundry services, household cleaning and supplies.
- g. Support needs assessment services.
- h. A culturally safe environment for all Residents which respects cultures.
- i. Assistance, if necessary, in applying for and maintaining correct Invalids Benefits.
- j. Transport to attend vocational, educational (if not funded by other funders) social, recreational, and other interests to develop and maintain community links and networks within the residents' local community area.

3.2 IN ADDITION, RESCARE WILL:

- a. Meet statutory obligations e.g. tax, census, privacy, electoral.
- b. Apply the informed protocols to treatments.
- c. Operate a bank account in the Resident's name and pay for personal costs and expenses not provided by Rescare. The Service Manager and the Service Delivery Manager will be authorised joint signatories. Withdrawals beyond \$80.00 will require the Service Manager's prior written authority to proceed. Rescare will audit accounts annually.

4.0 FUNDING

4.1 Services and care provided by Rescare are funded by a monthly contract payment by the Health Funding Authority (or other funding source).

Clients who receive a Residential Support Subsidy retain a portion of their main benefit for their personal needs. This is called a Personal Allowance and is for the resident to spend on personal items such as:

- a. The doctor, dentist and other health care bills, clothes, recreation, and personal items they may want.
- b. Holidays and trips away, including any staff costs.
- c. Paid TV or other subscriptions e.g. Sky TV if the resident wants it – sometimes the cost can be shared with the other people they live with.
- d. Bedroom furniture.
- e. Some transport.

The current Personal Allowance rate is \$80.67 per week, being set by the MSD and reviewed annually from 1 April with the balance of resident's main benefit being paid to Rescare Homes Trust. This payment to Rescare is known as the Client Benefit Contribution (CBC) and contributes towards the cost of rent, food, power, gas, vehicle expenses, and other utilities. The current CBC is set at \$322.17 per week including GST.

5. RESIDENTS' AND RESIDENTS' RECOGNISED GUARDIANS' OBLIGATIONS AND RESPONSIBILITIES

- 5.1 Residents and Residents Recognised Guardians have an obligation to provide full disclosure of all information known or ought to be known as relevant when applying for entry into Rescare.
- 5.2 Residents from their Invalids Benefits are to:
 - a. Provide their bedroom furniture, blankets etc. beyond the basic supplied by Rescare.
 - b. Provide their own clothing and other personal or luxury items including reading materials, edible delicacies, toiletries, radios and accessories (permanently named for identification).
 - c. Pay costs incurred for medical expenses, aids and outings beyond the local community area.
 - d. Pay for holidays away from Rescare, including the beach house. Contribute towards additional staff costs when required for an individualised holiday.
 - e. Participate and co-operate, to the best of their condition and ability with Rescare and its agents towards achieving their maximum autonomy through the initiatives provided.
- 5.4 As appropriate to their condition and ability, be considerate of the reasonable rights of other people, staff or property they may come in contact with.
- 5.5 The Resident or Recognised Guardian is to nominate and advise Rescare of the name and address of the person/s to whom any notice should be sent. The Resident or Recognised Guardian shall immediately notify Rescare of any changes to the names and addresses of those nominated persons.

6.0 TERMINATION

- 6.1 Rescare's provision of care and services to a Resident may be terminated by four weeks' written notice being given by either Rescare or the Resident's Recognised Guardian.
- 6.2 Rescare may give notice to terminate if:
 - a. The funding (Para 4.1) is not paid; or
 - b. The Resident or Resident's Recognised Guardian has materially non-disclosed information which would have had a bearing on Rescare offering a residential or day program placement within its service; or
 - c. The authorised assessment service agrees that the service Rescare can provide does not meet the Resident's needs; or
 - d. Rescare considers circumstances or behaviour generated by, or on behalf of, the Resident to be seriously detrimental

to the home or the welfare of other residents or staff; or

- e. The Resident vacates the home for a consecutive period of 28 days without any arrangement satisfactory to Rescare being entered into; or
 - f. An irreconcilable dispute exists after the procedures in section 7 below have been exhausted.
- 6.3 Upon notification of termination Rescare Homes Trust will advise NASC of the need for re-assessment of the person exiting the service.

7.0 DISPUTES

- 7.1 In the event of a dispute or upon receipt of a notice to terminate (Paragraph 6) The Resident or Recognised Guardian may:
 - a. Utilise Rescare's formal complaint procedure.
 - b. Exercise their rights under the Code of Health & Disability Services Consumers Rights 1996.

8.0 NOTICES AND DEFINITIONS OF TERMS IN THIS DOCUMENT

- 8.1 Notices sent by Rescare will be sent to the last given address of the nominated person/s referred to in Paragraph 5.4.
- 8.2 "Rescare" - Rescare Homes Trust, an incorporated charitable trust providing residential and care facilities to intellectually disabled people in terms of its trust deed and service contracts with funding agencies.
- 8.3 "Resident" – an intellectually disabled person receiving residential and care services from Rescare.
- 8.4 "Recognised Guardian" – an adult person who being a court approved welfare guardian, parent, relative or friend, demonstrates to Rescare's management's satisfaction, continuing interest and support in a resident's wellbeing and progress. The named person will be recorded in Rescare's records.

9.0 ACCEPTANCE OF DOCUMENT

- 9.1 Both the Resident and/or Resident's Recognised Guardian accept the terms of this agreement in full.

Resident Name

Resident or Recognised Guardian

Date

CEO Rescare Homes Trust

Date