



# STAY CONTRACT

**The purpose of the residence contract is to define the objectives and nature of the care or support provided to the person, in accordance with deontological and ethical principles, recommendations for good professional practice and the establishment or service project. It details the list and nature of the services offered as well as their estimated cost.**

**The person accommodated and/or their legal representative are invited to take note of it with the utmost attention and inform the establishment of the name and contact details of the trusted support person within the meaning of article L1111-6 of the Health Code, if they have designated one.**

The residence contract is drawn up in the case of a continuous or discontinuous stay of more than two months. This contract is concluded between the resident or his/her legal representative and the representative of the establishment. If the resident or his/her legal representative refuses to sign the contract, an individual care document is drawn up.

The residence contract is drawn up taking into account administrative, judicial and medical measures and decisions. It is given to each person accommodated and, if applicable, to their legal representative, at the latest within fifteen days of admission. It must be signed by both parties within one month of admission. For the signature of the contract, the resident or his/her legal representative may be accompanied by the person of his/her choice.

Disputes arising from the application of the terms of the contract shall, in the absence of an amicable procedure, or where such procedure has failed, be brought before the competent administrative courts.

This document takes into account the modifications introduced by law n° 2015-1776 of 28 December 2015 relating to the adaptation of society to ageing, law n° 2014-344 of 17 March 2014 relating to consumption, law n° 2002-2 of 2 January 2002 renovating social and medico-social action, Decree No. 2004-1274 of 26 November 2004 relating to the residence contract or individual care document provided for by Article L311-4 of the Social Action and Family Code, Decree No. 2011-1047 of 2 September 2011 relating to the working hours and missions of the coordinating doctor working in an establishment accommodating dependent elderly persons mentioned in I of Article L. 313-12 of the social action and family code and decree no. 2010-1731 relating to the intervention of self-employed health professionals in Housing institutions for elderly dependents called EHPAD.

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**The EHPAD “Les Capucines” in CIVRAY, an accommodation establishment for dependent elderly people, is an autonomous public social and medico-social establishment (EPSMS). It is managed by a Board of Directors and by its Director.**

**It is governed by the law n°2002-2 of 2 January 2002 renovating social and medico-social action and by the Article L312-1 paragraph 6 of the Code de l’Action Sociale et des Familles (Family and social action).**

**Its authorisation to receive beneficiaries of social assistance and/or the personalised autonomy allowance allows it to receive people who request it and who meet the admission conditions.**

**The establishment meets the standards for the attribution of the APL (housing aid), allowing residents who meet the necessary conditions to benefit from it.**

**The stay contract is concluded between :**

**On the one hand,**

The E.H.P.A.D « Les Capucines », 16 avenue Jean Jaurès, 86400 CIVRAY.  
Represented by its Director, Mrs SAVARIAU Maryse.

**And on the other hand,**

Mrs / Mr \_\_\_\_\_  
Born on \_\_\_\_\_ in \_\_\_\_\_  
Hereinafter referred to as the resident.

If applicable, represented by Mrs or Mr (Indicate surname, first name, date and place of birth, address, any family relationship)

Mrs / Mr \_\_\_\_\_

Named the legal representative (specify guardian, curator, legal representative for the protection of adults; attach a photocopy of the judgment).

**Trusted person** (see annex 1) :

The resident may designate in writing a trusted person (article L 1111-6 of the Public Health Code) who will be consulted in the event that he/she is no longer able to express his/her wishes and to receive all the necessary information. If the resident so wishes, the trusted support person can also accompany him/her in his/her administrative procedures and attend medical interviews in order to help him/her in his/her decisions. The appointment can be revoked at any time.

Name of the trusted person chosen by the resident:

Ms / Mr \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**It is agreed as follows.**

## DEFINITION OF THE OBJECTIVES OF CARE

The establishment teams work to maintain the autonomy of the person being cared for and offer individualized support.

An amendment to this contract is drawn up within six months of the signing of the present contract in order to specify the objectives and services adapted to the person accommodated. These are updated every year.

## LENGTH OF STAY

This contract is concluded by an indefinite period from \_\_\_\_\_.

The date of entry of the resident is fixed by both parties. It corresponds, except in the case of reservations, to the starting date of the invoicing of the accommodation services.

# BENEFITS PROVIDED BY THE ESTABLISHMENT

The E.H.P.A.D. is a place of life and care, whose mission is to accompany the elderly in their daily life acts, by ensuring them the protection, the safety, the care and the adapted medical follow-up that their state requires.

Each resident is entitled to the professionalism and constant attention of the staff, who do their utmost to ensure that the person finds well-being and comfort. The staff strives to maintain the highest possible level of autonomy for each resident by assisting them with the essentials of daily life without taking their place.

The operating procedures of the establishment are defined in the document "Rules" attached to and given to the resident with this contract. Any change in the services provided by the establishment must be the subject of an amendment.

## ACCOMMODATION AND FURNITURE PROVIDED

The room assigned is **room N.O.** \_\_\_\_\_

In the case of a double or connecting room, the establishment will take the opportunity to make a change of room as required.



The key to the accommodation can be given to the resident on written request. In the event of loss, a new key can be issued against a charge.

The resident is invited to personalise his/her room with personal effects and furniture (armchair, table, chair, photos, etc.) within the limits of the size of the room and the safety regulations (fire, circulation, evacuation).

The provision of electricity, heating and water is the responsibility of the institution. The facility provides all maintenance and cleaning tasks as well as repairs that can be carried out by the facility's technical department.



The subscription to the telephone package allows the resident to benefit from the installation and maintenance a telephone and unlimited calls.

An inventory of fixtures on the resident's entry and exit will be carried out in a contradictory manner with the resident or his legal representative and a member of the EHPAD staff.

## RESTAURATION

The restaurant service provides breakfast, lunch and dinner as well as mid-afternoon snacks. Meals are taken in the dining room unless the state of health of the resident justifies taking them in the room.

Prescribed diets are taken into account.

## THE INN

Residents may invite their families and friends to lunch (*see conditions in the operating regulations*).

## LINEN & CARE

**Flat linen** (sheets, towels, napkins, etc.) is provided and maintained by the establishment.

**The residents' personal linen** is washed and ironed by the establishment. However, the family is free to maintain the linen. In this case, the establishment reserves the right to take over the washing in case of lack of clean linen and for a fee.

**The entrance kit as well as new personal effects brought in during the stay must be identified** (marks woven and sewn by the establishment). Any removal of used items must be reported in order to update the inventory. Fragile clothing, particularly made of wool, or of rhovyl or must be removed.

In the event of deterioration of the linen following repeated washing in the laundry, the establishment declines all responsibility.

## ANIMATION

There is no charge for group activities and other activities organised on the premises of the establishment. For certain external activities, a contribution may be requested but the organisation of these activities is not invoiced.

## OTHER SERVICES

The resident can benefit from external services: hairdresser, pedicurist, beautician... **and will pay for them directly.** Requests from the resident or his/her legal representative can be made to the secretariat.

### SERVICES NOT INCLUDED IN THE DAILY RATE :

- Items offered at the EHPAD's mobile grocery shop (toiletries, sweets, etc.)
- Telephone package
- Maintenance of the resident's personal appliances and furniture
- Mending of clothes
- Toiletries
- Some one-off events
- Liability insurance for the resident's personal property

## AIDS TO ACCOMPANY ESSENTIAL ACTS OF LIFE DAILY

The institution will accompany the resident in carrying out the essential acts of life by seeking his participation whenever possible with the aim of restoring or maintaining the highest level of autonomy possible

The establishment will assist the resident in carrying out the essential acts of life concerning the toilet, other daily care of the body (styling, shaving...), eating, dressing, moving around the establishment and all measures that help maintain or even develop independence.

## MEDICAL AND PARAMEDICAL CARE AND SUPERVISION

**The establishment provides a 24-hour duty: sick call, night watch.**

Information on medical and paramedical supervision and care management are included in the "Operating Rules" given to the resident upon signature of the present contract.

### SERVICES NOT INCLUDED IN THE DAILY RATE :

- Fees for private practitioners (dentists, chiropodists, hairdressers, etc.) excluding general practitioners
- Provision of prostheses (dental, optical, hearing, etc.)
- Transport outside the establishment, particularly for medical consultations. Family will be informed of appointments so they can arrange
- Supplementary insurance (highly recommended)

The medical and therapeutic measures adopted by the health-care team are recorded in the patient's medical file.

The resident may choose the health professional of his choice, once he had signed a contract with the institution and could therefore intervene

The resident is invited to designate a trusted person (*Appendix*). This person may attend the interviews to assist the resident in his or her decisions.

# COST OF STAY

The establishment benefits from a tripartite agreement with the department (the Conseil Départemental de la Vienne) and the State (the Prefect/ ARS). The establishment is entitled to receive social assistance recipients. Consequently, the annual pricing and budgetary decisions of the pricing authorities are binding on the establishment as well as on each of the residents it accommodates. They are brought to their attention individually and collectively through their representation on the social life council.

The daily rate is composed of:

## ACCOMMODATION RATE

On the date the contract is concluded, the daily rate is the one indicated in the pricing order for the year in progress.

It shall be reviewed at least annually and communicated to the residents, their legal representative or their family whenever there is a change.

### FOR RESIDENTS ON SOCIAL ASSISTANCE...

The resident or his/her legal representative or family undertakes to pay the resources of the resident to the TRESOR PUBLIC de POITIERS. A deduction of 10% corresponding to pocket money will be made. The minimum deduction is set by the department in accordance with decree n°54-1128 of 15 November 1954 and article R 231-6 of the Code de l'Action Sociale et des Familles. This repayment must be made pending the final decision of the Departmental Council.

## SECURITY DEPOSIT

On entry, a deposit equivalent to 30 days' accommodation will be requested. It will be returned on the resident's final departure, after deduction of any debts owed by the resident.

In accordance with what is indicated on page 5 of the operating regulations, a joint inventory of the room is drawn up on entry. In the event of any damage noted in the joint inspection of the room on departure, the establishment will invoice the amount of work required to restore the accommodation.

## RESERVATION

As soon as a free room is allocated, a reservation is made. The price of the reservation differs according to the origin of the future guest.

- It will be the same as the accommodation rate for anyone coming from home or a residential home.
  - In the event of hospitalisation of the future guest, the reservation rate will be reduced by the daily hospital charge in force.
- The dependency fee is not due during the reservation period.

## DEPENDENCY RATE

There are 3 dependency tariffs based on the resident's G.I.R. (Groupe Iso Ressource).

- The rate corresponding to GIR 5/6 is charged to all residents, even those receiving the Allocation Personnalisée d'Autonomie (A.P.A), regardless of their level of dependence.
- The additional cost of the GIR 1/2 and GIR 3/4 tariffs is paid directly to the EHPAD by the Vienne Departmental Council as APA on presentation of the monthly invoices made by the establishment. For residents (paying or benefiting from social assistance) who do not come under the jurisdiction of the Vienne department, the APA will be paid directly to them. In this case, the billing will be calculated according to the resident's GIR.

At the date of conclusion of this contract, the dependency rates are those appearing on the pricing order for the current year.

The rates for accommodation and outbuilding are fixed by the President du Conseil Départemental de la Vienne on the proposal of the Conseil d'Administration. The order is the object of a display and individual mailing to the resident or his legal representative

*In the event that the tariffs have not been fixed before 1 January of the financial year concerned, and until the intervention of the new order, the revenue relating to the invoicing of the said daily rates shall be liquidated and collected under the conditions in force during the preceding financial year.*

*The tariffs for the financial year whose effective date is specified in the tariff order are calculated by taking into account the income invoiced on the basis of the previous financial year between 1st January and the said effective date (Article 7 paragraph IV bis of Order n°2005-1477 of 1 December 2005).*



# CARE RATE

## CARE RATE

Accommodation fees are paid monthly in arrears, between the 25th and 30th of each month to the Receiver of the establishment (Trésor Public de POITIERS). For residents applying for social assistance, provisions must be paid spontaneously to the Treasurer, supported by a statement detailing the resources received and the amount retained. A copy should also be provided to the establishment.

## START OF BILLING

The date on which the room is made available, fixed by mutual agreement between the Director and the future resident, is the starting point for invoicing, regardless of the actual date of arrival of the person.

## PAYMENT UNDERTAKING AND JOINT AND SEVERAL GUARANTEE DEED

On entry, the resident will be asked to fill in the payment commitment and the reservation commitment (forms in the Appendix). In addition, for paying residents, their maintenance debtors undertake in writing to pay the rate for services.

## SPECIAL BILLING CONDITIONS

The cost of the stay remains due in case of absence, according to different rules depending on the reason.

## HOSPITALIZATION

**Up to third day of hospitalisation**, the accommodation rate and the co-payment corresponding to GIR 5/6 are invoiced.

**As of fourth day**, the accommodation rate is reduced by the daily hospital charge and the co-payment corresponding to GIR 5/6 is no longer invoiced.

**Beyond 35 days**, the accommodation rate and the co-payment corresponding to GIR 5/6 are invoiced.

## ABSENCES ON PERSONAL GROUNDS

The resident may be absent for five weeks per year for personal reasons, and is exempt from paying the food costs after the **fourth day**. In this case, the accommodation rate reduced by the cost of food and the co-payment corresponding to GIR5/6 are invoiced.

**Beyond 35 days**, the accommodation rate and the co-payment corresponding to GIR 5/6 are invoiced.

## INVOICING OF DEPENDENCY IN THE EVENT OF HOSPITALISATION OR ABSENCE ON PERSONAL GROUNDS

The procedures are set out in the departmental social assistance regulations and are binding on the establishment as well as to the residents.

## BILLING IN THE EVENT OF TERMINATION OF THE CONTRACT

In the event of voluntary departure, the billing will continue until the 30-day notice period has expired. In addition, in the particular case where seals are affixed to the accommodation, the period concerned will be invoiced until the accommodation is vacated.

In the event of death, the charges will be calculated up to the day of death, even if the death occurs in hospital. Insofar as there is no billing beyond the day of death, the family will be asked to remove the personal effects as soon as possible (maximum two days).

# REVISION AND TERMINATION OF THE STAY CONTRACT

## REVIEW

Any updating of the residence contract will be the subject of an amendment.

## VOLUNTARY TERMINATION

At the initiative of the resident or his/her representative, this contract may be terminated at any time.

Notification is made to the management of the establishment by letter against receipt or by registered letter with acknowledgement of receipt and with a 30-day notice period from date to date, **calculated from the date of receipt** by the establishment. The accommodation shall be vacated at the latest on the date scheduled for departure.

## TERMINATION AT THE INITIATIVE OF THE INSTITUTION

### UNSUITABILITY OF THE STATE OF HEALTH TO THE POSSIBILITIES OF RECEPTION

**In the absence of an emergency**, if the resident's state of health no longer allows him/her to remain in the establishment, the Director shall take all appropriate measures in consultation with the parties concerned, the attending physician if there is one and, if necessary, the establishment's coordinating physician. The Director of the establishment may terminate the present contract by registered letter with acknowledgement of receipt. The cost of the stay remains due until the resident's actual departure.

**In the event of an emergency**, the Director of the EHPAD will take all appropriate measures on the advice of the doctor treating the resident, if there is one, and, if necessary, the establishment's coordinating doctor. If, after the emergency situation, the resident's state of health does not allow him/her to return to the establishment, the resident and/or his/her legal representative are informed by the Director as soon as possible of the termination of the contract which is confirmed by registered letter with acknowledgement of receipt. The accommodation is vacated within 15 days of notification of the decision.

### NON-COMPLIANCE WITH THE OPERATING RULES, THE PRESENT CONTRACT

#### INCOMPATIBILITY WITH COMMUNITY LIFE

Serious and prejudicial facts may justify a decision to terminate the contract for incompatibility with life in a community. In this case, a personal interview will be organised between the manager of EHPAD Les Capucines and the person concerned, possibly accompanied by the person of his/her choice and/or his/her legal representative and/or the trusted person.

If this interview fails, the Director shall seek the opinion of the Social Life Council within 30 days before making a final decision on the termination of the contract. The latter is notified by registered letter with acknowledgement of receipt to the resident and/or his/her legal representative.

The accommodation is vacated within 15 days of the date of notification of the decision.

### **TERMINATION FOR NON-PAYMENT**

Any delay in payment equal to or greater than 30 days after the due date will be the subject of a personal interview between the Director and the person concerned or his/her legal representative, possibly accompanied by another person of his/her choice.

If this meeting fails, the resident and/or his/her legal representative will be notified by registered letter with acknowledgement of receipt.

This must be rectified within 30 days of the notification of the delay. Failing this, the accommodation is vacated within 15 days of notification of the termination of the contract by registered letter with acknowledgement of receipt.

For persons admitted to Social Assistance, the absence of payment of the contribution for three months will lead the establishment to implement the procedure of automatic collection of their resources, with the agreement of the President of the Departmental Council.

### **TERMINATION FOR DEATH**

The legal representative and any referents appointed by the resident are immediately informed by any means, and possibly by registered letter with acknowledgement of receipt.

The Director of the establishment undertakes to implement the means to respect the wishes expressed in writing and submitted in a sealed envelope.

If the surviving spouse is also housed, the institution makes a proposal to rehouse him or her in the best conditions.

The accommodation must be vacated within a reasonable period of time (maximum 2 days after the death has been confirmed), except in the case of special seals. Beyond that time, the Management may proceed to release the accommodation.

As a public body, the institution operates within the specific framework of the law and the administrative liability, for its operating rules and for any litigation that may arise. It is insured for the exercise of its various activities, within the framework of the laws and regulations in force.

The general rules of responsibility applicable to the resident in his relations with the various occupants are defined by articles 1382 to 1384 of the Civil Code, except if the responsibility of the establishment is likely to be engaged (lack of supervision...).

In this context and for the damages for which he may be the cause and possibly the victim, **the resident is invited to take out civil liability and accident damage insurance** which he justifies each year with the establishment.

In respect of insurance and personal property, the resident :

- has taken out a damage insurance policy for which it issues a copy of the receipt to the establishment each year,
- has not taken out insurance at the time of signing the contract but undertakes to provide a copy of the receipt should it take out insurance.

The resident and/or his/her legal representative certifies that he/she has received written and oral information on the rules relating to personal property and objects, in particular on the principles governing the establishment's liability and its limits, in the event of theft, loss or deterioration of such property.

As regards valuables such as jewellery and securities, the resident is asked to deposit them with the establishment's administrator (Trésor Public de POITIERS).

All provisions of this contract and the associated documents listed below are applicable in their entirety. Any updating of the residence contract, approved by the Board of Directors after consultation with the Social Life Council, will be the subject of an amendment.

## DOCUMENTS ATTACHED TO THE CONTRACT

- A welcome booklet to which a charter of rights and freedoms of the person accommodated is annexed; the charter is displayed at the entrance to the establishment,
- The operating regulations as defined in article L.311-7, of which the resident and/or his/her legal representative declare that they are aware,
- List of health professionals who have signed an agreement with the establishment.

## DOCUMENTS ATTACHED TO THE CONTRACT AND TO BE COMPLETED OR PROVIDED TO THE INSTITUTION

- Form for the designation of the trusted support person by the resident, if applicable
- Tariff schedule for each service
- Payment commitment
- Booking commitment
- Joint and several guarantee deed
- Authorisation to use, reproduce and distribute images

## OTHER DOCUMENTS TO BE PROVIDED TO THE ESTABLISHMENT

- Copy of guardianship, curatorship or safeguard of justice judgment if applicable
- Certificate of liability insurance
- Certificate of insurance for damage to property and personal objects, if applicable
- Sealed advance directives, if any
- Declaration of choice of doctor form

I, the undersigned \_\_\_\_\_ declare :

- have received and read all the documents attached to the contract
- accept the terms of this contract.

Done in duplicate at CIVRAY, on \_\_\_\_\_

The Resident (or his/her legal representative)

The Director

## EXPRESSING ADVANCE DIRECTIVES

### WHO CAN WRITE THE ADVANCE DIRECTIVES ?

Anyone over the age of majority: healthy people and people with a serious illness. When a person is the subject of a guardianship measure, he may draft advance directives with the authorization of the judge or family council. The

tutor cannot assist or represent her.

### HOW TO WRITE THEM ?

Depending on your state of health, medical support may be essential. It is a document written by you, dated and signed. Your identity must be clearly indicated (name, surname, date and place of birth). If you are unable to write and sign, 2 witnesses (the trusted person may be one of them) will testify that the document expresses your free and enlightened will.

The Leonetti-Claeys law of 2 February 2016, creating new rights for patients and people at the end of

#### A few tips

Think about what you think is important for your life and your end of life: what are your wishes in terms of quality of life, comfort and respect for yourself?

Do not hesitate to talk about it with your entourage, caregivers, your doctor or anyone else who can help you.

life, allows anyone of full age to draft advance directives.

Article 1111-11 of the Public Health Code: *“Any person of full age may write advance directives in the event that he is one day unable to express his will. These advance directives express the will of the person with respect to his end of life with regard to the conditions for the continuation, limitation, cessation or refusal of treatment or medical procedure.”.*

The drafting of advance directives is an option available to you. Under no circumstances is it mandatory.

### WHEN TO WRITE THEM ?

At every moment of life

### HOW LONG ARE THEY VALID ?

Advance directives are valid without time limit, and can be reviewed and revoked at any time.

### WHERE TO KEEP THEM ?

In an easily accessible location:

- With your doctor,
- With you (with the VITAL CARD) or entrusted to a loved one or someone you trust.

Communicate their existence to the doctor who will mention it in the medical record

## CHOOSING YOUR TRUSTED PERSON

The law of 4 March 2002 on the rights of patients and the quality of the health system, known as the "Kouchner law" allows any adult to designate a trusted person.

Article 1111-6 of the Public Health Code: "Any adult may designate a trusted person who may be a parent, a relative or the doctor treating the person and who will be consulted

*in the event that he or she is unable to express his or her wishes and to receive the information necessary for this purpose. He or she reports on the person's wishes. His/her testimony prevails over any other testimony. This designation is made in writing and co-signed by the designated person. It may be revised and revoked at any time."*

A trusted person designation is an option available to you. Under no circumstances is it mandatory.

### WHAT ARE THEIR ROLES ?

The person you trust is a helper, support and support in your medical journey. She is a privileged contact of the care team. With your agreement, the trusted person can:

- Support you in your efforts,
- Attend your medical conversations to help you make decisions
- Depositing your advance directives

In case you could not express yourself, it testifies to your choices of treaties and your will.

### HOW DO YOU DESIGNATE YOUR TRUSTED PERSON ?

- Choose your trusted person,
- inform it of its tasks, of its role,
- Ensure its agreement,
- The designation must be in writing, on form or free paper, and must be dated and signed with the name, surname, contact information and signature of the designated person

### WHO CAN DESIGNATE A TRUSTED PERSON ?

All persons of full age, including those subjects to a guardianship measure

### WHO CAN BE NOMINATED ?

A major, trusted person:

- A parent, your spouse
- A close friend,
- Your treating physician

The trusted support person will not be able to obtain access to your medical file (unless you give him/her power of attorney). If you are hospitalised, the testimony of the trusted person is taken into account, but ultimately it is the doctor who makes the decision.

### WHEN SHOULD I NOMINATE MY TRUSTED PERSON ?

At all times: on admission, before or during your stay.

The designation made during a hospitalization may be valid for the duration of the hospitalization or beyond. Possibility to revoke this designation at any time.

# APPENDIX



## ADVANCE DIRECTIVES FORM

Surname, first name: \_\_\_\_\_

Born on : \_\_\_\_\_ in \_\_\_\_\_

Resident at: \_\_\_\_\_

\_\_\_\_\_

If I have been granted guardianship under Chapter II of Title XI of Book I of the Civil Code :

- |                                 |                              |                             |
|---------------------------------|------------------------------|-----------------------------|
| - I have the judge's permission | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| - of the family council         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Please attach a copy of the authorisation.

### Information or wishes

That I want to express outside of my advance directives on the form below.

If I feel that, in order to understand my wishes as expressed in one of the models below, the doctor who will be caring for me at the end of my life needs to know : - some of my fears, expectations or beliefs (e.g. about loneliness and pain at the end of life or about where I want to end my life), I write them here:

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Done the \_\_\_\_\_ in \_\_\_\_\_

Signature

## ADVANCE DIRECTIVE FORM

### Model A

- **I have a serious illness**
- **I think I'm near the end of my life**

I am writing these advance directives in the event that I am no longer able to express myself at the end of my life. My wishes are as follows: 1° concerning situations in which I may find myself (for example, a coma in the terminal phase of an illness). I indicate here in particular whether I accept or refuse that I be kept alive artificially in the event that I have definitively lost consciousness and can no longer communicate with my relatives:

\_\_\_\_\_

\_\_\_\_\_

2° about the medical procedures and treatments I may undergo. The law provides that, as part of the refusal of unreasonable obstruction, they may not be undertaken or may be stopped if they appear to be unnecessary, disproportionate or having no other effect than the artificial maintenance of life.

I therefore indicate here whether I accept or refuse that they be undertaken, including:

- Cardiac and respiratory resuscitation (breathing tube): \_\_\_\_\_
- Connecting my body to a kidney dialysis machine: \_\_\_\_\_
- Surgical intervention: \_\_\_\_\_
- Other: \_\_\_\_\_

If these procedures or treatments have already been undertaken, I indicate here whether I agree or refuse that they be stopped, in particular

- Respiratory assistance (breathing tube): \_\_\_\_\_
- Renal dialysis: \_\_\_\_\_
- Artificial feeding and hydration: \_\_\_\_\_
- Other: \_\_\_\_\_

Finally, if my doctor has spoken to me in more detail about other procedures or treatments that could be undertaken or continued in view of my illness, I indicate here those that I accept or those that I refuse to undertake or continue:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3°** about deep and continuous sedation associated with pain treatment. In the event of stopping the treatments that keep me alive artificially, I indicate here whether or not I want to benefit from deep and continuous sedation associated with pain treatment, i.e. a treatment that puts me to sleep and aims to make me unconscious until I die:

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Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## ADVANCE DIRECTIVE FORM

### Model B

- **I think I am healthy**
- **I do not have a serious illness**

I am writing these advance directives in the event that I am no longer able to My wishes are as follows:  
to be able to express myself at the end of my life. My wishes are as follows:

**1°** about situations in which I want or do not want to be kept alive artificially (e.g. head trauma, stroke, etc., leading to a “prolonged state of coma” deemed irreversible). I indicate here whether I accept or refuse to be kept alive artificially in the event that I lose consciousness and can no longer communicate with my family:

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**2°** about the medical procedures and treatments I may undergo. The law provides that, as part of the refusal of unreasonable obstruction, they may not be undertaken or may be stopped if they appear to be unnecessary, disproportionate or having no effect other than the artificial maintenance of life. I therefore indicate here whether I accept or refuse such acts (e.g. cardiopulmonary resuscitation, respiratory assistance, artificial feeding and hydration, etc.):

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**3°** on deep and continuous sedation associated with pain treatment. In the event of the termination of life-sustaining treatment, I indicate here whether or not I want to receive deep and continuous sedation associated with pain treatment, i.e. treatment that puts me to sleep and aims to make me unconscious until I die:

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Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

**ADVANCE DIRECTIVE FORM****Special case**

**If you are physically unable to write your advance directives yourself**, someone can do it for you in front of two witnesses named below (one of whom can be your trusted person if you have appointed one).

**Witness 1:** I, the undersigned

Full name: \_\_\_\_\_

Quality: \_\_\_\_\_

certifies that the above-described advance directives are the expression of the will of the person concerned free and informed consent of Mr. or Mrs.

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

**Witness 2 :** I, the undersigned

Full name: \_\_\_\_\_

Quality: \_\_\_\_\_

certify that the above-described advance directives are the expression of the will of the person concerned free and informed consent of Mr. or Mrs.

Done on \_\_\_\_\_ at \_\_\_\_\_

Signature

## FORM FOR THE DESIGNATION OF A TRUSTED PERSON

I, the undersigned  Ms  Mrs  M

Name, first name: \_\_\_\_\_

Date of birth : \_\_\_\_\_

Address: \_\_\_\_\_

**Designates**  Miss  Ms  M

Name, first name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_ @ \_\_\_\_\_

**Relationship with the person (parent, relative, attending physician):**

\_\_\_\_\_

**To assist me in case of need as a trusted person**

Until I decide otherwise

Only for the duration of my stay in the institution

I have noted that Miss, Mrs, Mr \_\_\_\_\_

- Can accompany me, at my request, in the steps concerning my care and can attend medical interviews, in order to help me in my decisions.
- May be consulted by the team treating me in the event that I am not in a state to express my wishes concerning the care and to receive the information necessary to do so. In these circumstances, except in an emergency or when he/she cannot be reached, no intervention or major investigation can be carried out without this prior consultation.
- May decide on my inclusion in a medical research protocol, if I am not in able to express my wishes.
- Will not receive information that I consider confidential and that I have indicated to the doctor.
- Will be informed by me of this appointment and that I must ensure that he/she agrees.

**I may terminate this decision at any time and by any means.**

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## MEDICAL DEVICES

### MEDICAL EQUIPMENT

If you own equipment, you can bring it to the EHPAD (wheelchair, walker, cane, etc.). If you rent this equipment, prior to your admission to EHPAD Les Capucines, we invite you to contact the service provider (medical bed, walker, lift, wheelchair, respiratory apparatus, aerosol, etc.). Indeed, the costs of maintaining the rental after admission will not be reimbursed by the establishment or by social security.

On admission:

An assessment of your needs will be carried out. Equipment will be provided or an application for social security funding can be made in certain situations.

## ORAL ASSESSMENT

In order to improve the comfort and quality of care provided to the residents of the EHPAD Les Capucines, we would like to inform you that dentists will be working in the facility.

The purpose of their visit will be to assess the oral health of each resident who has given their consent. At the end of this consultation, which will be paid for by the resident's health insurance fund and mutual insurance company, a diagnosis can be made.

### CONSENT OF THE RESIDENT OR HIS/HER LEGAL REPRESENTATIVE

Name and surname of the resident : \_\_\_\_\_

Representative : \_\_\_\_\_

Relationship to the resident named above : \_\_\_\_\_

- Would like to have an oral assessment
- Do not wish to have an oral assessment

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## SHARED MEDICAL FILE - HOSPITAL PORTAL 86

### SHARED MEDICAL FILE

The DMP is a medical file, created with the patient's consent. It contains all the medical information useful for patient care. Medical summary section (pathologies, antecedents, treatments, drug intolerances, allergies), hospitalization and consultation reports, test results.

It is shared, as it is accessible to the patient and to all the health professionals (in town and in health institutions) who take care of him/her: from the business software for the health professionals (or via the Internet) and on the Internet for the patient.

The advantages of the DMP are :

- sharing and monitoring of patient medical information by health professionals ;
- avoidance of redundant tests and drug interactions;
- consultation in emergency situations ;
- notification of all traces (who accessed, when, for what purpose...).

### Hospital Portal 86

The Hôpitaux86 portal is a computerised health record. It is a modern and efficient tool which allows to improve the coordination, the quality and the continuity of care for all. Thus, the health professionals of the Poitiers University Hospital and the GHNV can obtain in a few moments precious information on the state of health of their patients. Your GP also has access to the Hospitals 86 portal, which enables him/her to better coordinate your care pathway. As a patient, you have the possibility to authorise other health professionals to access this portal. This access, subject to your express request, is then governed by strict confidentiality requirements to guarantee both the authenticity of the doctor who connects and your agreement.

You can therefore request the opening of your portal to the health professional(s) of your choice (coordinating doctor of the EHPAD, specialist doctor) by completing the box below.

### CONSENT OF THE RESIDENT OR HIS/HER LEGAL REPRESENTATIVE

Full name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Representative: \_\_\_\_\_

Relationship: \_\_\_\_\_

- Accepts the creation of and access to his/her DMP
- Refuses the creation of and access to their DMP

**I agree to the use of the Hospital Portal86 for the following doctors:**

Attending physician :    yes     No

Coordinating doctor of the EHPAD:    yes   
No

Other doctors: Full name:

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Signature:**



## INFORMATION SHEET - EXTERNAL CONTRIBUTORS

In order to facilitate the continuity of your lifestyle, please provide us with the names, numbers and addresses of the professionals you have chosen to follow you in the facility.



### LIST OF DOCTORS WORKING AT THE EHPAD

**Doctor BAILLOUX Francis** - Savigné  
**Doctor DAIGUEMORTE Géraldine** - Savigné  
**Doctor GEAY Sylvie** - Civray  
**Doctor MOREAUD Nicole** - Civray  
**Doctor GUILLAUD Marie-Eugène** - Savigné  
**Doctor PROVOST Julien** - Civray  
**Doctor PAITEL Charles** - Civray

My Doctor :



### LIST OF KINESITHERAPISTS WORKING AT THE EHPAD

**BARBIER Philippe** - Civray  
**CHARTIER Alain** - Savigné

My kinesitherapists:



### LIST OF PEDICURISTS WORKING AT THE EHPAD

**Monsieur BOBET Flavien** - Savigné

My pedicurists:



### LIST OF AMBULANCE DRIVERS WORKING AT THE EHPAD

**Ambulance Sud Vienne, M. PAQUEREAU**  
**Ambulance Civraisienne (Lhoumeau)**

My ambulance:



### LIST OF HAIRDRESSERS WORKING AT THE EHPAD

**Madame BRUNET Agnès** - Saint-Saviol  
**Madame JACQUET Hélène** - Couhé  
**Madame MARQUES Coralie** - Blanzay - Civray  
**Madame MARTRON Corinne** - Saint Pierre d'Exideuil

My hairdressers :

This list is indicative and not exhaustive. In accordance with the law, each person is free to choose his or her caregivers. The list is provided for information purposes only and in no way obliges you to change your choice of caregiver. We can also contact the professionals of your choice to find out if they agree to work in the establishment. Do not hesitate to ask at the reception.

## TARIFF ANNEX 2023

### CARE AND SUPPORT SERVICES IN NURSING HOMES

- **Deposit required on entry: 30 days accommodation rate**
  - The daily rate for residents under 60 years of age is set at **73.55 euros**
- The daily booking fee is set at:
  - **For the resident coming from the home or from a residential home:** Reservation fee = Accommodation fee of **57.92 euros**
  - **For the hospitalized resident:** Reservation rate = Accommodation price - Daily hospital charge  
or  $57.92 - 20 = 37.92$  euros

### HOTEL SERVICES



Residents have the option of having a telephone in their room with a direct dial number and should make this known on admission. The flat rate for the provision of the telephone line (unlimited calls in France) is **€17.50 per month**.  
20 will be charged for the replacement of a broken phone.

**The resident or his/her legal representative wishes to** (tick the box of your choice):

- incoming and outgoing telephone
- incoming telephone only
- no telephone



Personal linen can be looked after by the establishment for a fixed fee of €75 per month or by the resident himself. The establishment reserves the right to provide washing in the event of a shortage of clean linen. Moreover, the maintenance of linen by the family does not exclude the need for marking.

The resident or his/her legal representative wishes to (tick the box of your choice):

- Maintain personal laundry (no charge)
- That the establishment maintains its personal linen (invoicing)

### OTHER SERVICES

- The resident will be able to benefit from the services he/she has chosen: hairdresser, pedicure..., and will assume directly the cost.
- Payment for items purchased in the school shop will be made with the monthly invoice or by issuing a monthly invoice (for residents receiving social assistance).

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## SHOP PURCHASES

Madam, Sir,

The EHPAD Les Capucines is pleased to inform you that the mobile grocery shop is coming to meet you every Thursday:

At 15.00 in Sector 2

At 15.45 in Sector 1

At 16.20 in Sector 3.

You can find various items (toiletries, treats, stationery, etc.).

Payment of items will be made at the time of the monthly accommodation invoice or on issue of a monthly invoice (for residents on Social Assistance).

Each referrer/guardian is asked to set the monthly expenditure at predict.

Mrs / Mr

Legal or family referent of

- Authorises purchases from the residents' shop
- Does not allow purchases in the resident's shop

Amount granted per month \_\_\_\_\_ Euros.

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## PAYMENT COMMITMENT

I, the undersigned  Ms  Mrs  M

NAME : \_\_\_\_\_ First name : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Represented by \_\_\_\_\_

I undertake to pay the accommodation rate + the GIR rate for its assessment.

Removal  Do not remove an application for social assistance to the relevant services (DGAS)

In the event that social assistance is refused in full or granted in part, I confirm my commitment to pay the share of the costs of the stay to:

Miss  Ms  Mr \_\_\_\_\_

- Residents admitted to the establishment under social assistance for the elderly are informed that the collection of all their income will be ensured by the establishment's accountant at the request of the establishment, who will be responsible for transferring to the person concerned the monthly sum of Euros.  
No. 86-17 of 6 January 1986, Art 59.
- I undertake, under penalty of expulsion from the establishment, to regularly pay the accommodation and dependency fees claimed in accordance with the departmental decree in force and in accordance with the terms and conditions defined in this contract of residence.
- I also undertake to pay any supplement that may be requested in the future for this "Accommodation + Dependency (GIR)" daily price and which would be decided by a Deliberation of the Board of Directors duly approved by the supervisory authority (Conseil Général de la Vienne).

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

**BOOKING COMMITMENT**

I, the undersigned \_\_\_\_\_  
hereby certify that I have reserved room n° \_\_\_\_\_ for  
\_\_\_\_\_  
from and I undertake to pay the booking fee from day of the reservation.

Done on \_\_\_\_\_ in \_\_\_\_\_

Signature

## SOLIDARY GUARANTEE DEED (Article 2011 of the Civil Code)

**INSTITUTION : EHPAD Les Capucines, 16 avenue Jean Jaurès, 86400 Civray**

### Guarantor signing this undertaking

NAME: \_\_\_\_\_ First name: \_\_\_\_\_

Address: \_\_\_\_\_

On the date of signature, the daily rate and the dependency rate applicable is:

\_\_\_\_\_ € (accommodation) and \_\_\_\_\_ € (dependency)

Sum in words: \_\_\_\_\_

*This amount is fixed each year by order of the President of the Conseil Départemental*

**After having read the Residence Contract and the Operating Rules, the signatory of the present contract declares that he/she is jointly and severally liable to the establishment for the payment of the resident's obligations under the Residence Contract - Operating Rules:**

- the cost of accommodation and dependency, set each year by order of the President of the Conseil Départemental,
- recoverable expenses and any repairs.

The present guarantor expressly waives the benefit of division and discussion. This guarantee is given to the establishment for the duration of the accommodation contract, provided that it has not cancelled the guarantee within two months of being informed of each revision of the accommodation costs.

The joint and several guarantor confirms his knowledge of the nature and extent of his obligations by copying in his handwriting (on both originals) the following statement

**"I hereby jointly and severally guarantee, without the benefit of discussion or division, the obligations arising during the execution of the Accommodation Contract and resulting from this Accommodation Contract and the Operating Rules, of which I have received two copies:**

- for the payment of the costs of stay, accommodation and dependence, fixed each year by order of the President of the Departmental Council and unilaterally revisable provided that, after having been informed of this, I have not denounced my deposit within two months,
- for the payment of charges relating to the care of dependants calculated in according to the GIR of the elderly person if the latter is not eligible for the APA,
- for the payment of recoverable charges and any repairs.

*Handwritten statement by the guarantor :*

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Done on \_\_\_\_\_ in \_\_\_\_\_

**Signature** (*preceded by handwriting*)

**THE GUARANTEE**

“Read and approved for joint and several guarantee”

**The institution’s representative**

“Read and approved, good for acceptance”

## AUTHORISATION TO USE, REPRODUCE AND DISTRIBUTE IMAGES

I, the undersigned  Ms  Mrs  M

NAME: \_\_\_\_\_ First Name: \_\_\_\_\_

Born on: \_\_\_\_\_

Residing at the EHPAD Les Capucines, expressly authorises this establishment

- To fix, reproduce and distribute my image, in whole or in part, in unlimited numbers, free of charge, in all formats in colour and/or black and white, on all current or future known media, and by all current or future technical means.
- Consequently, I guarantee the EHPAD Les Capucines against any recourse and/or action that could be taken by natural or legal persons who consider that they have any rights whatsoever to assert regarding the use of my image.
- This authorisation is granted for an unlimited period of time from the signing of this document, formalised in writing, and will remain valid in the event of a change in my current civil status.
- I acknowledge and accept that this authorisation will not lapse after my departure, or of any new entity that may be substituted for it.

Done on \_\_\_\_\_ in \_\_\_\_\_

**Signature**