

Contract for the provision of Early Intervention social services

Entered into in accordance with Section 54 of Act No. 108/2006 Coll., on Social Services

Contracting parties

1. Diakonie ČCE - Centre of Nationwide Programmes and Services,

Čajkovského 1640/8, 130 00 Prague 3 - Žižkov, ID No.: 48136093,

represented by: Mgr. Anna Slováčková, Head of the Diakonie's Early Intervention Service

hereinafter referred to as "**provider**"

2. The family of a child with a disability or a child whose development is at risk as a result of an adverse health condition (hereinafter referred to as "**child**")

Child's name and surname: Child's date of birth:.....

Child's place of residence:

Family represented by: Relationship to the child:.....

Hereinafter referred to as "**user**" or "**family**"

Article I

Definition of the early childhood service provided

1. Early Intervention (according to § 54 of Act 108/2006 Coll.) is a field social service, potentially supplemented by ambulatory services, provided to a child and parents of a child **up to 7 years old**, who is **medically disabled or whose development is compromised due to an adverse health condition**. The service is aimed at supporting the family and supporting the child's development with regard to his/her specific needs.
2. Early Intervention Diakonie provides an early intervention service to families with children
 - with delayed psychomotor development,
 - with developmental risks,
 - with intellectual/motor/combined disabilities,
 - with autism spectrum disorder

Article II

Scope of provision of early childhood care services

1. The user has the right to use, according to Article 54 of Act No 108/2006 Coll. on Social Services and the implementing 505/2006 Coll., the following basic activities:
 - a. **educational, training and activation activities**
 - assessment of the child's and parents' abilities and skills, identification of the needs of the family and the child with a disability or disadvantage
 - specialised counselling for parents and other close persons
 - support and strengthening of parental competences
 - consolidating and training the parents' or other carers' skills to help appropriate child development and family cohesion
 - parent education, for example through individual and group informative sessions and information resources, seminars, literature loans
 - offering programmes and techniques to support child development

- instruction in practicing and consolidating the child's skills in order to make the most of them and development of the child's cognitive, sensory, motor and social skills

b. facilitating contact with the social environment

- assistance in re-establishing or consolidating contact with the family and assistance and support for further activities supporting the social inclusion of persons
- support and assistance in the use of commonly available services and information resources

c. socially therapeutic activities

- psychosocial support
- support for the exchange of experiences
- organising meetings and residential courses for families

d. assistance in asserting rights, legitimate interests and personal affairs

- assistance with communication, training in questioning and communication skills, support for parents' self-help activities
- accompanying parents to application submission, meetings and examinations with the child, or other activities
- similar meetings on matters relating to the child's development

2. The user may also utilize basic social counselling and optional services (eventually mediated).
3. Specific activities are defined in detail in the Diakonie's offer of early intervention services, will be given to the family at the conclusion of the contract. The offer is also published on the website www.rana-pece.cz.

Article III

Implementation of the early intervention service

1. The early intervention service is implemented on the territory of the capital city of Prague, Central Bohemia, Pilsen, Ústí nad Labem Region.
2. The early intervention service takes place mainly in the form of consultations in the user's natural environment (at home, or in another place chosen by the user, which allows for an undisturbed course of early intervention). It can also be provided in an ambulatory setting (at the provider's workplace), by telephone or via electronic internet communication (e.g. e-mail, Skype).
3. The user is assigned a professional worker - an early intervention counsellor, who becomes a key employee for service provision.
4. The consultation usually lasts 1.5-2.5 hours, longer in justified cases. The minimum length depends on the current situation and user needs. The maximum consultation length is 3 hours.
5. The intervals between consultations are based on the goals of the cooperation as well as the current needs. The goals of the cooperation are set by the user together with the early intervention counsellor in the cooperation plan (see Article V) . The user may utilize 6 consultations per 12 months, more only in exceptional cases.
6. The early intervention service is provided on business days from 7 a.m. to 7 p.m.

Article IV

Payment amount for early intervention social service

1. The early intervention service is provided free of charge according to Act No.108/2006 Coll.

2. Some of the optional and mediated services may be subject to a fee, which the user must be informed about in advance.

Article V **Cooperation plan**

1. The cooperation plan is a document which forms part of the user's documentation; it contains the service user's individual objectives as well as the objectives of the cooperation agreed between the user and the assigned early intervention counsellor, which are to be fulfilled during the term of this contract.
2. The objectives of the cooperation agreed at the time of conclusion of this contract:
.....
.....
3. The objectives of the cooperation may be changed during the course of the service; however, the changes must always be recorded in the cooperation plan.
4. The achievement of the objectives contained in the cooperation plan shall be monitored and evaluated during the provision of the early intervention service. Prior to the termination of this contract or at the request of the user, an evaluation with a written record shall be carried out. This record shall form part of the user's documentation.

Article VI **Rights and obligations of the service provider**

1. The provider pledges to provide the early intervention service in accordance with the Code of Ethics, which is published on the website www.rana-pece.cz.
2. The provider pledges to obtain from the user only information that is directly related to early intervention service provision.
3. The provider is obliged to keep documentation on the course of the service provided, which is stored in the user's personal file.
4. The provider is obliged to maintain the confidentiality of information communicated by the user during the provision of the service.
5. The provider is required to work with the user on goals that are recorded in the cooperation plan.
6. If an unexpected situation arises on the part of the early intervention consultant or service provider that makes it impossible to provide the service, the early intervention counsellor (or other staff member of the provider) is obliged to immediately inform the user of this fact. Relevant reasons are e.g. worker's health reasons, organisational reasons of the workplace, other unforeseeable obstacles (weather, transport, car technical difficulties, etc.).
7. If the early childhood care counsellor is exposed to a health-threatening situation during the consultation (poor hygiene conditions, infectious disease of a family member, suspected infectious disease, etc.) he/she has the right to terminate the consultation immediately or not perform it at all.
8. The provider is obliged to acquaint the user with the procedures for handling personal and sensitive data for the purpose of providing early intervention within the meaning of this contract.
9. At the commencement of the service, the provider shall inform the user of the rules for lending books, toys or aids

Article VII

Service user right and obligations

1. The user is obliged to actively cooperate in the fulfilment of the individual objectives listed in
1. in the cooperation plan (see Article V).
2. The user is obliged to attend at least 3 consultations per 12 months.
3. The user is obliged to ensure safe access to the early intervention service location, undisturbed conditions for service provision and conditions that do not endanger the early intervention consultant's health.
4. In the event of an infectious disease in the family, the user is obliged to notify the provider and cancel the consultation.
5. If the user has to cancel an appointment, he/she must inform the other party immediately of the reasons for the cancellation. Relevant reasons are the child or another family member's health condition, unforeseen emergency situations that could interfere with the smooth running of the consultation.
6. The user is obliged to report to the provider any changes that may affect the provision of the early intervention service (address, contact details, etc.).
7. When borrowing toys, rehabilitation aids and books, the user undertakes to comply with the borrowing rules with which he/she is familiarised at the start of the service.
8. The user has the right to consult his/her documentation.
9. The user has the right that the early intervention service provider maintains confidentiality.
10. The user has the right to make complaints and suggestions for improving the service. He/she may make a complaint verbally or in writing to their early intervention counsellor, the service manager, the centre director (David Michal, e-mail: david.michal@scps.diakonie.cz), or to the centre's administrative board (Diakonie ČCE - Centre Czech Diakonia Centre for National Programmes and Services, Čajkovského 1640/8, 130 00 Prague 3 - Žižkov). The complaint can be filed anonymously. The time limit for handling a complaint is 30 days.

Article VIII

Arrangements for termination of the early childhood care service

1. The user may terminate the contract at any time without giving reasons and without notice.
2. The contract shall terminate if the user no longer belongs to the target group of persons for whom according to the register of social service providers,

The validity of this contract ends

- a. when the user moves outside the place of implementation of the early intervention service (see Article III, paragraph 1),
 - b. when the user notifies the provider that he no longer meets the health conditions for the provision of the service set out in Article I, paragraph 2.
3. The contract shall also end by agreement between the user and the service provider, e.g. if

the objectives of the cooperation are fulfilled and both parties no longer find further objectives for the joint cooperation.

4. The provider has the right to terminate the early intervention service if
 - a. the user does not fulfil his/her obligations under the cooperation plan,
 - b. the user does not exhaust at least 3 consultations per 12 months,
 - c. the user fails to keep the agreed consultation date twice in a row without a proper excuse in advance; or the reason for the excuse is not relevant (see Article VII(5)),
 - d. the user fails to respond to repeated calls from the early intervention counsellor for two months and fails to show interest in the service,
 - e. any member of the child's family assaults the provider's staff or is aggressive during the consultation, or is under the influence of substances,
 - f. the user repeatedly fails to provide undisturbed conditions for service delivery,
 - g. the environment in which the service is provided endangers the worker's health.

The user shall be informed of this termination by registered letter and shall have a period of one month from the date of the letter to make a statement.

Article IX

Contract duration and validity

1. The contract shall come into effect on the date of contract signing by the parties.
2. This contract is valid for a fixed period of time, until the date
3. The User may not assign its rights under this Agreement to a third party.

Article X

Other Arrangements

1. Each Contracting Party shall receive one copy.
2. The Contract may be amended only in writing by numbered amendments.
3. By his signature, the signatory certifies that the family has been informed of the procedure for dealing with the grievance procedure, acknowledges it and agrees to it.
4. In matters not expressly covered by this agreement, the rights and obligations of the parties under this 108/2006 Coll. shall be governed by the relevant provisions of the Civil Code on social services and other generally binding regulations of the Czech Republic as amended and the Civil Code.
5. The Parties declare that the contract expresses their true and free will and that the contract have not entered into the contract under duress and under manifestly unfavourable conditions.
6. The parties declare that they have read the contract, understand its contents and agree with its contents, which they confirm by their handwritten signatures.

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On behalf of the user
Name and surname:
Residence:

.....
Relationship to
child:.....
In..... on.....

.....
On behalf of the provider
Mgr. Anna Slováčková - Head of Early
Intervention Diakonie

In..... on.....

SPECIMEN