

AGREEMENT (CONTRACT)

We acknowledge the difficult decisions that have to be made prior to entering a Care Home. Moving into any new community brings challenges and opportunities. This Agreement simply serves to clarify the duties and responsibilities that affect all who are involved in the admission of a person to one of our Homes. The Agreement is not a tenancy and Clients are defined, in legal terms, as a licensee. For those Clients receiving financial support from their Local Authority, there will be a separate Agreement between the Home and that Authority and this Agreement does not seek to alter the terms of residence stipulated by any Local Authority.

THIS AGREEMENT between the management / owners of:

- CROSSHILL NURSING HOME**
- PROCTOR HOUSE CARE HOME**

(Hereinafter called “the proprietors”)

and _____ (hereinafter called “the Client”) relates to the acceptance by the Client of accommodation in the care environment identified above (hereinafter called “the Home”).

1 ADMISSION

- 1.1 All prospective Clients who require any funding to support their Health and Social Care will be assessed by a Care Manager / designated individual using defined eligibility criteria.
- 1.2 Prior to admission the Home must be confident that they are capable of meeting the assessed needs of the prospective Client. A senior member of staff from the Home will therefore, in most instances, arrange to meet / speak with a prospective Client / their relatives / carers prior to admission to enable them to undertake a holistic pre-assessment.
- 1.3 In order to provide an opportunity to discuss any issues relating to a Clients care / the general running of the Home, all prospective Clients and their relatives / carers will be given an opportunity to visit the Home and meet other Clients, staff, etc.
- 1.4 The Home’s staff will work with the Client, relatives / carers and Care Manager to ensure that any admission is as stress-free as possible for the Client. Where-ever

possible, visits and stays will be arranged prior to admission in accordance with the needs of the Client.

- 1.5 There will be a trial period of six weeks, unless otherwise stated and agreed by all parties in writing. Prior to the end of the six week trial period, the Home will ensure that a meeting with the Care Manager is arranged to review the Client's needs and the Client and relatives / carers will be made aware of this review date.
- 1.6 If a permanent placement is agreed by all parties, then the Client will be given the opportunity to bring some of their own furniture, (room space permitting), and possessions and they can make adjustments to the existing furniture and decoration in their room (see Section 2 below). The condition of all items of furniture brought in to the Home by the Client / relatives / carers must be inspected by the Home to establish if there are any defects which may render the article unsafe or unfit for purpose (e.g. fire retardant, portable electric test etc). Any items deemed to be unsafe or unfit cannot be brought into the Home. The Client / their executors are responsible for subsequent transportation and removal of items at a later date. (The Home's insurance does not cover transportation of furniture / items to and from the Home).
- 1.7 While every effort will be made by the Home to accommodate a Client's pet/s, this can only be done with the full agreement of other Clients and staff and providing the pet/s do not breach any Health and Safety considerations.

2 CLIENT'S OBLIGATIONS

The Client undertake to:

- 2.1 Provide information to the proprietor / Home regarding their health and well-being, any treatment provided / received and the name and address of their medical adviser/s.
- 2.2 Where feasible / possible participate in the assessment of their care needs and the development / implementation of their personal individualised care plan.
- 2.3 Notify the Home of any individuals who may have any legal responsibility over their well being / financial affairs, any written Advance Directives, particular wishes regarding 'Preferred Place of Care' towards the end of their life and any specific wishes they may have with regards to funeral arrangements.
- 2.4 Consent to the disclosure / sharing of information with the purchaser, or any relevant professional involved in the Client's care, in order to fulfil statutory requirements.
- 2.5 Support the proprietor in fulfilling their statutory Health and Safety responsibilities in maintaining the health, safety and wellbeing of their Client's and employees e.g. use of appropriate moving and handling aids / appliances.

- 2.6 Actively participate in facilitating quality improvements to the service e.g. providing feedback / participating in surveys etc
- 2.7 Allow the Home to take charge of and where appropriate order and administer their prescribed medications. (Consideration can be given to Clients administering their own medication if they have the capability / capacity. Client's must not take any drugs or medication without the knowledge and approval of their General Practitioner)
- 2.8 Acquire transport and escorts as required e.g. for pre-arranged hospital / dental appointments etc. The Home will endeavour to provide an escort in the event of a relative / carer not being available and if this can be provided within existing staffing resources then there will be no additional cost to the Client.
- N.B. If a Client cannot go to an appointment unassisted and if an additional member of staff needs to be rostered on duty and allocated to be an escort for the Client, then the Client will be invoiced / charged a nominal fee (currently £8 / hr) for the duration of the member of staff being required to provide the escort. The Client / relative / carer is responsible for comprehensively feeding back information to the Home upon their return.
- 2.9 To have all items of clothing and linen labelled with their name (or by arrangement with the Home).
- 2.10 To permit the proprietors to inspect and ensure the safety of any items (electrical or furnishings) brought into the Home by them / their relatives / carers (e.g. fire retardant, portable electrical test, infection control etc).

The Client shall from their own resources and / or personal allowances provide the following:

- Items which are not routinely provided by the Home perfume, aftershave, toiletries (e.g. hair brushes, razors, sterident etc) tissues, clothes, foot wear and towels where possible, for infection control purposes.
- Special laundering e.g. dry cleaning
- Social outings (Additional information can be found in the Homes policy)
- Refreshments / meals when socialising outside the Home (for the Client and any accompanying member/s of staff e.g. if a Client chooses to go out for a meal etc)
- Medical requisites not provided by the Home, the Local Authority / NHS e.g. home remedies, reclining chairs, un-prescribed continence products etc.
- Hairdressing and beauty requirements
- Newspapers and magazines

- Private health care, e.g. chiropody, osteopath, dentist etc.
- Other items of a 'personal' nature
- Replacement furniture/fittings in such cases where they have been damaged / destroyed by the Client.
- Taxi fees for the Client and any accompanying member/s of staff. (This includes staff that may have escorted a Client to hospital in an emergency and then returned alone to the Home by taxi. In these instances the Home will accept responsibility for paying for any additional staff wages that may have been incurred).
- Long distance telephone calls (as billed by the telecommunications system provider), the charge to install a telephone line into their bedrooms and the subsequent telephone / internet charges this may incur.
- TV licence for any TV belonging to the Client and located in their own bedroom

N.B. Clients will be allocated a bedroom on admission and in most instances; this will be theirs for the duration of their stay. Bedroom change are only considered by the Home when wishing to meet the evolving physical, psychological or social needs of a Client. In these instances relevant individuals will be consulted and the rational identified and articulated by the proprietor / Home Manager. As we give Client's the right to make their own choices, if they wish to re-decorate / adjust their bedroom or provide their own furnishings this can, in most instances, be done in consultation with the proprietors / relevant agencies. These choices must be financed by the Client and / or their relatives / carers.

3 PROPRIETOR'S OBLIGATIONS

All Clients have the right to be treated with dignity and respect. They also have the right to make choices and be involved in decisions regarding their life, care and treatment whenever possible / practicable.

The Home endorses this and provides a 'Charter of Rights and Responsibilities' which forms the foundation of care and learning. The only occasion when choice may be limited is when this may have an adverse effect on the Health and Safety of the Client and/or others.

Our Service User Guide provides full details regarding the Home and the services that we provide.

Upon payment of the weekly charge (see Section 4) the proprietors undertake to:

- 3.1 Maintain a standard of care as required by the Registration and Inspection Unit and the Contracts Department.

- 3.2 Provide accommodation, food, heat, light and laundry and all personal care (i.e. administering prescribed medicines, undertaking supportive interventions / treatments) in accordance with the needs of the Client / the local authority / Health Service contract.
- 3.3 Allow Client's as much personal freedom and autonomy as their abilities permit, only restricting the movements of Client's for their personal safety or the safety of others. (Although Clients are free to journey out alone, except those on relevant Sections of the Mental Health Act which may restrict movement, the proprietor and Home staff can not accept responsibility for a Client's safety away from the Home unless the journey and necessary supervision is arranged by the Home).
- 3.4 Enable / encourage Clients to introduce items of personal furniture and memorabilia into their bedroom. (Soft furnishings must meet fire regulation standards).
- 3.5 Be responsive to Client feedback, thus developing services to meet the evolving needs of Clients.
- 3.6 Provide a lockable facility for small personal effects brought in to the Home e.g. a safe
- 3.7 When a Client needs help in making a decision, provide information and assistance regarding individuals / organisations that may be available to provide support e.g. advocates.
- 3.8 To treat all information received in respect of the Client as confidential and protect information of a confidential nature.
- 3.9 To respect the religious / cultural / spiritual beliefs of the Client.
- 3.10 To test portable electrical appliances on admission and yearly thereafter.

4 **FEES**

4.1 The current monthly (28 day) charge will be £_____ in arrears.

(The Client's personal contribution to this Fee is dictated following financial assessment and can vary over time. Fees may also be altered to reflect evolving 'care' needs and / or the size or nature of accommodation.)

In certain circumstances the Home may be in receipt of additional finances for specific needs and service provision. This is identified / monitored by the Care Manager. In respect of the Client the following additional finances have been agreed by the Care Manager and relevant Authority.

Additional Environmental Fee: Y / N (Current Fee £ _____ for Executive Room)

NEEDS

RESOURCE

COST and PAYING AUTHORITY

- 4.2 Any fees or other sums due from the Client / authority which remain unpaid 14 days after the due date shall bear interest at the rate of 2% above the Bank of England base rate.
- 4.3 Fees will generally be reviewed annually on 1st April or, exceptionally, during the financial year. Any increase will be on account of inflation or as a result of the need to comply with local Authority or statutory regulations coming into force after this Agreement.
- 4.4 Fees may only be increased by the proprietors giving the Client / relatives / carer / Care Manager at least four weeks notice in writing (Any alterations in the state benefits that a Client receives are usually immediately reflected within the fees).
- 4.5 A Client will be charged 100% of the fees for retention of an unoccupied bed due to absence e.g. holiday / hospitalisation. If a Client is admitted to hospital the Home will retain the room for up to eight weeks. Unless specified within a Local Authority agreement, this will be charged at the full rate for this period and thereafter 80% of the weekly charge will apply. Special arrangements can be made for longer periods of absence. (When fees are paid partially or fully by a Local Authority, at the end of an 8 week period of hospitalisation they are likely to terminate their contract with the Home unless otherwise expressly agreed between the parties).
- 4.6 If a Client leaves the Home without giving the required notice, fees will be charged at the normal rate for the unexpired notice period.
- 4.7 In the event of a Client's death, fees will be charged to the end of the day after the Client dies or as agreed with the contracting authority. The Home does however acknowledge the need of relatives during this distressing time and will allow them 72 hours, or additional time as agreed by the proprietor, to collect the Client's belongings from their bedroom / the Home at no additional cost.
- 4.8 Personal Expenses and High Dependency Care are not included in the fees:
N.B. Although fees are likely to change over the years this agreement shall continue in force until superseded (primarily due to legislative changes), termination by death or by either parties giving the other a minimum of four weeks notice in writing.

5 CLIENT'S FINANCIAL AFFAIRS

- 5.1 Clients have the right (where able), to hold their own pension, handle their own finances and pay the Home their assessed contribution, or transfer the responsibility to a relative/carer.

5.2 Where the Client / family / NoK requests the Home to hold their personal allowances / a small amount of money on site to distribute on their behalf / with their support, this will be entered into their secured area and a written record of all transactions, including details of the balance will be kept. (Please see / complete page 11).

5.3 All appropriate records will be maintained by the Home and the Client, the Care Manager, the Inspection Unit and the Contracts Department, have the right to check such records, (as does families and/or carers if the Client and /or Care Manager is in agreement). Proprietors and senior staff will only be involved in the personal financial affairs with the sanction of the Care Manager. The Care Manager is responsible for assessing, and where appropriate, ensuring that relevant individuals / organisations have been involved and arrangements are in place to ensure the safe management of the Client's finances.

6 TERMINATION OF CONTRACT

6.1 As stated above (1.5) the first six weeks of admission shall be regarded as a trial period for the benefit of all parties, unless otherwise specified and agreed in writing by the Client, proprietors or authority. (The 'authority' refers to the body who has financial responsibility for the Client's care). This may be extended to a maximum of eight weeks by mutual written agreement.

6.2 In the event of the Client, proprietors, Authority wish to terminate this Agreement during or at the end of such period, each party must give the other parties a minimum of two week's written notice.

6.3 At the end of the trial period a permanent placement is confirmed, then this Agreement shall continue in force until terminated by the death of the Client OR by the Client, the proprietors or the Authority giving four weeks notice in writing to terminate.

6.4 Upon the death of the Client, the NoK or Personal Representatives will be advised immediately. The Home will offer assistance when making arrangements for the funeral and the tidying up of the Client's personal effects (collection and/or disposal). The NoK / Personal Representative/s will ultimately be responsible for such arrangements. Personal effects must be removed from the Client's bedroom within 72 hrs with any remaining items being utilised / disposed of by the proprietors (See 4.7).

6.5 The proprietors shall normally only give notice to terminate if:-

6.5.1 The fees are not paid within 28 days of the due date, or when otherwise arranged with the proprietors.

6.5.2 Having consulted the Client and taken advice from appropriate health care professionals concerning the Client's present and likely future needs, the

Home is no longer able to meet those needs.

6.5.3 Having consulted the Client the Home considers the circumstances or behaviour of the Client to be seriously incompatible with the interests or the welfare of other Clients within the Home.

N.B. In the circumstances described in 6.5.2 and 6.5.3 the proprietors may terminate this Agreement by giving four weeks notice in writing, or in the event of there being a serious risk to the health of the Client, other Clients or staff, immediate notice.

This Agreement may be terminated by or on behalf of the Client without notice in the event of any serious or persistent breach by the proprietors of their terms and conditions or the Home / business ceasing to be registered.

Discharges will be planned, where-ever possible, with the involvement of the Care Manager and the Home will endeavour to assist in making any subsequent move, a smooth and safe transition

7 INSURANCE

7.1 The Home is insured at a rate of £1000 per Client for personal effects housed within the Client's bedroom. The cover provided is subject to a deduction for wear and tear and depreciation. An excess of £250 applies.

7.2 All valuable assets above £250 must be declared to the proprietor for insurance purposes and where appropriate these items can be received / recorded by a senior member of staff within the Home. (Clients should ensure they acquire a duplicate record. The Client will be responsible for the additional cost to the proprietor for the additional insurance required to cover the item/s or the Client may prefer to acquire personal insurance for item/s at their own expense).

N.B. Safes / locked facilities are provided in each bedroom by the proprietor. The proprietor cannot accept responsibility for any item stored within the Client's personal safe. We would prefer that valuables were stored off the premises and we would advise against having more than £100 in cash within the Home at any one time.

8 CARE REVIEWS

The purpose of a review meeting is to examine an existing Care Plan and amend accordingly. Each Client will be allocated a key worker within the Home, who will monitor and evaluate any current Care Plan.

8.1 The first review will generally be arranged with the Care Manager and should take place within the first six weeks.

8.2 Following the initial review, reviews should be arranged on an annual basis unless

other arrangements are made with Care Manager.

These Terms and Conditions are not exhaustive and are intended to support the Home's service specifications agreed with our local authority (e.g. Durham County Council). The NoK or Personal Representative undertakes to accede to the responsibilities of the Client should physical or cognitive frailty preclude them from doing so themselves.

9 ADDITIONAL INFORMATION

Fees reflect current rates as determined by the Local Authority / NHS:

(Durham County Council / Other:- _____)

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND ACCEPT THEM

In signing this contract the Client / their NOK / representative also indicates that they have received a copy of the Service User Guide (An additional copy is available on request and within the Client Resource File)

Fees - Any Personal Contribution will initially be collected via invoice, paid via cheque, until such time as a Standing Order can be arranged.

Signature _____ Client / NoK / Representative

Please note the relationship any NoK / representative to the Client _____

Date ___/___/_____ Name (Print) _____

Representative (Signature) _____

Name. (Print) _____

Designation Home Manager

Director of Nursing & Patient Care

Date ___/___/_____



Appendix 1 (Client Contract) / Home: Crosshill / Proctor House

Until further notice, I _____ give permission / authority for the
Home, to purchase / procure on behalf of _____ the
following items:

(Please circle as appropriate)

 Y / N

Hairdressing

 Y / N

Toiletries i.e. soap / bubble bath / deodorant /perfume of after shave/ razors / strident or toothpaste

 Y / N

Transport

 Y / N

Newspapers / Magazines (Please Specify _____)

 Y / N

Luxury food items e.g. chocolate / sweets, treats

 Y / N

Home remedies / over the counter items e.g. bonjela, fixodent, corn plasters etc

 Y / N

Stationary e.g. diaries, calendar, pens, paper, note books, crossword puzzles, stamps, cards etc

 Y / N

Chiropody, Dentist, Optician (if not eligible for free NHS treatment)

 Y / N

Other (Please Specify _____)

Signed _____ Date ___/___/___

Client / Relationship to Client _____