

# **Hartley Park Care Home**

## **Terms and Conditions for Residence**

**February 2012**

## PART A

### About This Document

The acceptance of a person to stay in a Home involves a special relationship of intimate care. You are assured that we will do our utmost to provide the highest standards of care and services for each of our Residents in all circumstances.

However, in order to do so, we have to maintain an extensive establishment at a financial cost and therefore we have to define the relationship in business terms.

This document is important as it is your contract with the company. You should read it carefully as it is legally binding. You may like to seek independent legal advice as it is important that you have read and understood these terms and conditions before entering into this agreement.

This document sets out our general terms and conditions that will apply if you decide to move into the Home. From time to time we make amendments to our terms and conditions to reflect changing circumstances that affect the Home and the way in which it is operated. We will always give residents at least one month's notice of any changes to our terms and conditions and the amended terms and conditions will then apply.

The acceptance of a person to stay in a Care Home involves a special relationship. We value the personal quality of this relationship and do our utmost to care for our residents. To do so we have to maintain an extensive infrastructure at a substantial financial cost and therefore we have to define the relationship in contractual terms. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.

### Important Information for Representatives of Residents

If you are the representative of a resident and sign the residents admission agreement on the residents behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions unless you have signed the admission agreement in the capacity of:

- The residents validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- The residents validly appointed receiver

If you are the residents validly appointed attorney or receiver at the time of signing the admission agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the residents attorney or receiver ceases to be valid you will immediately become personally responsible for the residents obligations under these terms and conditions.

## PART B

### Our Charges

#### 1 If You Pay Our Charges Yourself

- 1.1 The charge that applies to you as a resident of the Home depends on your assessed care needs and type of accommodation. We review the amount of our charges periodically, normally annually in April, and you will be given at least one month's notice of any periodic increase. At the end of the notice period the increased charge will apply. Apart from the periodic increases in our charges, our charges will change if the level of care you require changes. You will be charged the appropriate rate for the new level of care from the date of the change.
- 1.2 If the local authority has agreed to pay our charges on your behalf for a temporary period while your house or flat is being sold (or for any other reason) and there is a shortfall between the amount that the local authority pays and the full amount of our charges you will be responsible for paying us the shortfall.
- 1.3 You will be charged the full fee for your room during any period up to six weeks that you have temporarily vacated the Home, for example if you are admitted to hospital or visit relatives. If you are admitted to hospital and the hospital stay is longer than six weeks, the fees will be reduced by 20%.
- 1.4 If you are unable to move into the Home straightaway and we agree to hold a room for you, you will be charged for the room for the period that we hold it, before you move in, at 50% of the normal charge for the room.
- 1.5 What if your funds diminish to the point where you will become eligible for all or part of the Homes charges to be paid by a local authority and there is a shortfall between the Home's full fee and the amount that the local authority will pay (together with the amount of your assessed contribution)? The answer to this question depends on how much notice we have been given of you becoming eligible for public funding.
  - 1.5.1 If, at least twelve months before you become eligible for local authority funding you have given the Home:
    - Written notice that you anticipate becoming eligible for local authority funding at the end of the twelve months; and
    - A detailed statement of your financial position at the time of giving notice which demonstrates to the Homes satisfaction that you will become eligible for local authority funding at the end of the twelve months.

You will be able to stay in the Home and we will not seek to recover the shortfall in fees from you or anyone else.

- 1.5.2 If you have given us less than 12 months written notice of becoming eligible for local authority funding (supported by a detailed statement of your financial position), any shortfall must be made by a third party on your behalf from the date that the local authority starts paying for you, up to the 12 month anniversary of the date that you gave notice. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or from anyone else. If the shortfall cannot be paid by a third party for the period up to the twelve month anniversary then we reserve the right not to accept you as a local authority funded resident, in which case you will either have to leave the Home or will have to continue paying the Homes full fee from your own funds without any contribution from the local authority.
- 1.5.3 If you have not given us any notice of the date when you would become eligible for local authority funding, than any shortfall must be paid by a third party on your behalf for the twelve months from the date that the local authority starts paying for you. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or anyone else. If for the first twelve months of local authority funding the shortfall cannot be paid by a third party then we reserve the right not to accept you as a local authority funded resident, in which case you will either have to leave the Home or will have to continue paying the Home's full fee from your own funds without any contribution from the local authority.
- 1.5.4 During any period that there is a shortfall in your fees it may be necessary for you to move to a less expensive room.
- 1.6 What if your care needs change so that you become eligible for continuing NHS healthcare but the amount that the NHS will pay is less than the full amount of the Homes charges? In this event, the shortfall will represent the cost of the additional facilities and enhanced accommodation provided by the Home which are not required to meet your health care needs and you will continue to be liable for the shortfall. If you decide not to accept this liability to pay the shortfall, then we reserve the right not to accept you as a NHS funded resident, in which case you will have to leave the Home.
- 1.7 If the PCT decides that you are no longer eligible for continuing NHS healthcare you will be responsible for paying the Home's Total Weekly Fee as specified in the Admission Agreement. This means that:
  - 1.7.1 If you are not eligible for all or part of the Home's charges to be paid by a local authority and you are unwilling or unable to pay the Home's charges then we will be entitled to require you to leave the Home. You will be given not less than one week's notice and you will have to leave the Home at the end of the notice period;
  - 1.7.2 If you are eligible for all or part of the Home's charges to be paid by a local authority and there is a shortfall between the Homes Total weekly Fee and the amount that

the local authority will pay (together with the amount of your assessed contribution) any shortfall in fees must be paid by a third party on your behalf from the date that the local authority starts paying for you, up to the twelve month anniversary of that date. After that period you will be able to stay in the Home and we will not seek to recover the shortfall from you or from anyone else. If the shortfall cannot be paid by a third party for the twelve month period then we reserve the right not to accept you as a local authority funded resident, in which case you will either have to leave the Home or you will have to pay the Home's Total Weekly Fee from your own funds without any contribution from the local authority.

## **2 If A Local Authority Contributes To Our Charges**

- 2.1 The local authority's assessment of the amount of its contribution towards our charges may include an amount that you are required to contribute from your own resources ( a "service user contribution"). We are not involved in the local authority's assessment of your contribution and if you have any queries about this you should raise them directly with your local authority.
- 2.2 It is possible that the amount that the local authority will pay towards our charges, together with the amount of any contribution that the local authority requires you to pay, will be less than the full amount of our charges. If this is the case then a relative or other third party will be required to make up the difference (a "third party top up") unless you have been a self-funding resident in the home and you have given us at least twelve months written notice of your becoming eligible for local authority funding and during that two years you have paid the Home's full charges (see paragraph 1.5 above).
- 2.3 If you have been assessed by the local authority to pay a service user contribution, this is payable monthly in arrears by standing order; a third Party Top-Up is payable monthly in advance by standing order.

## **3 Invoicing And Payment Arrangements**

- 3.1 For convenience and regularity of payments, our charges are payable four weekly in advance by standing order. On signing a contract for admission to the Home and in advance of admission you (and the third party paying a Third Party Top Up on your behalf) will also be required to sign the standing order agreement. Any part of a day, including for arrival or departure, constitutes one days fee.
- 3.2 If our charges (including any Third Party Top Up) remain unpaid 30 days after their due date for payment, we reserve the right to charge interest at a rate of 10% per annum, calculated on a daily basis from the due date up to the date of actual payment.
- 3.3 At the end of your stay we will provide a statement of account. If this shows that there has been an overpayment of any charges, the amount of the overpayment will be refunded by cheque. Alternatively, if the statement shows an outstanding amount due to the Home in respect of any charges, the outstanding amount will be payable.

## **4 Nursing Care**

- 4.1 Under the provisions of the Health and Social care Act 2008, if you are a resident who has been assessed as requiring nursing care some (but not all) of the nursing care provided to you by the Home will be funded by the NHS instead of by you. The amount of your nursing care that is funded by the NHS is assessed periodically by an NHS appointed registered nurse carrying out an assessment of your requirement for “nursing care” as defined in the Act. This requirement for “nursing care” is described as your “Registered Nursing Care Contribution” or “RNCC”. The Department of Health has developed a “tool” for the registered nurses to use when carrying out these assessments, to ensure consistency.
- 4.2 The weekly amount that the NHS will pay is fixed according to whether you registered nursing care contribution is assessed as being medium or high. It should be noted that NHS funding does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.
- 4.3 In most, if not all cases, the amount paid by the NHS for your nursing care will be insufficient to cover the cost of the nursing care actually provided to you by the Home.
- 4.4 Any RNCC payable in respect of your nursing care will be paid directly to the Home by the NHS and you will not need to include this amount in the weekly charge payable by you to the Home.

## **5 Our Charges When You Leave The Home**

- 5.1 When you leave the home, for whatever reason, our charges are payable in full for one calendar month from the date you give us written notice.
- 5.2 In the event of death, fees shall be payable until the room has been cleared of all its effects and is available for letting. Should the room be available for re-letting before the end of the period which has been prepaid, then a refund will be made to the estate of the deceased resident or next of kin on a pro rata basis. Where there are outstanding fees after death, such fees will be charged to their estate or shall be payable by the next of kin. Where a residents furniture and effects are in the room the fees shall be incurred whether or not a resident is residing in the home.

## PART C

### **Services Covered by Our Charges (no additional payment required)**

Services include:

- Full board and accommodation in a room for your exclusive use. Various items of furniture shall be provided by the Home management e.g. a wardrobe, chest of drawers, bed, table, chair, carpet, wash hand basin, mirror etc. In some cases, the resident may wish to bring his/her own furniture into the Home. This is possible depending on general suitability and condition of the furniture. In a case where a resident wishes furniture to be brought into the Home this must be specifically agreed and a copy of an inventory kept by each party to the agreement. The cost of transporting such furniture in or out of the home is the residents responsibility.
- A choice of meals, plus snacks and drinks. We will also cater for special dietary requirements by arrangement with the Home Manager and Chef.
- Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the home
- The opportunity to join in with activities run by the home and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some activities or excursions).
- Assistance with washing, bathing, medication and other personal services, as reasonably required. Staff are on duty throughout the day and night to assist you.
- A complete laundry service (excluding dry cleaning)
- Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals, but any charge that any of these make must be met by you.
- Nursing care (where the contract is for nursing care). However any additional charges for any extraordinary Nursing Care or nursing equipment not covered by the Registered Nursing Care Contribution will be agreed with the Resident or Nominated Representative.

### **Additional Things That Will be Charged To You**

We expect you to provide for yourself, and pay separately for, all personal items such as clothing, newspapers/magazines, toiletries, hairdressing, medications, continence aids, but assistance with actually making the purchases may be available by arrangement with the Home manager, if required. You are entitled to receive certain items free of charge from the NHS.

The local Primary care trust has issued new criteria to determine who qualifies for free ambulance transport. Only residents who require medical treatment during the journey to hospital appointments are now entitled to such transport. As a result, most of our residents have to go to outpatient appointments by means of taxi – usually wheelchair taxi-at their own cost. Family members are encouraged to accompany their relatives, but we do understand that this is not always possible, therefore, we do provide an escort when necessary however, with effect from 1<sup>st</sup> January 2010, the cost incurred in providing the escort will become the responsibility of the resident (excluding NHS continuing care residents) this will be charged at the current hourly rate. This is in line with current local authority policy and guidance.

The management reserves the right to charge a resident for the replacement cost of any furniture, furnishings, defects or equipment that has been damaged by default, or wilful act of the resident. This shall not apply to fair wear and tear.

## **Personal Possessions**

The Home makes every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the Home. Should you require insurance for specific items please ensure that suitable arrangements are made. You or your representative will be required to complete and sign an inventory of the items that you bring with you.

No electrical appliances are to be brought into the home unless management approves such appliance for safety and agrees on its suitability for use in the home. Such an appliance shall be given a safety examination by a qualified electrician and paid for by the resident. The Home reserves the right to immediately withdraw from use any electrical item belonging to you which is considered by the Home manager to be unsafe for any reason or untested in accordance with the above.

When you leave the home for whatever reason, you or your relatives or representatives will be responsible for the removal of your personal possessions within three days of you leaving. Where no arrangements are made to clear the effects, the management shall make reasonable effort to contact the residents next of kin or solicitor for instruction. In the absence of instruction or if no provision has been made within 14 days, the home management shall be entitled to treat the effects as abandoned. Any money received from the sale of such effects shall be used for residents outings or donated to charity.

## **Change Of Room**

Our charges vary according to your care needs and the size and specification of the room you occupy. If you become unable to afford the charge that applies to your room we will, if possible, offer you an alternative room at a lower charge that you can afford. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the Home.

## **Rights of Residency**

Your residence in the Home does not give you a tenancy or an assured tenancy under the Housing Act 1988, neither does it create or imply any right to security of tenure. You will be allocated a room on admission which you will occupy as a licensee only. We will not normally ask you to move from one room to another; however we reserve the right to relocate you to a different room at any time if we think this is necessary to enable us to deliver effective and efficient services in line with your assessed needs. If we do need to move you to a different room we will give you a reasonable period of notice. If the move is unacceptable to you, you will have the right to terminate your contract with us with immediate effect and without penalty, but this will mean that you will have to leave the Home.



We have and require, full, free and unrestricted access to your room in order, amongst other things to provide the services referred to in this document.

## Trial Period

Before moving into the Home you are welcome to visit, to meet staff and residents, stay for lunch or tea and find out all you need to know about the Home. Once you have moved into the Home it is important that you are able to decide if it is the right home for you; the first two or three months are really a trial period to enable you to make sure you have made the correct decision. You are never under any obligation to stay if you do not feel the home is right for you.

## What We Ask Of You

Whenever a group of people live together in a community, such as in the Home, it is important for the smooth running of the home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the homes statutory obligations or for the general comfort of all residents (they are not made for the convenience of the Home and its staff). The following are examples of some of the Homes rules with which you are required to comply:

- **Fire Precautions.** The Home has to comply with the various fire regulations and the recommendations of the local fire authority. Residents must co-operate with the Home Management in this respect and may also be required to participate in fire evacuation and other procedure.
- **Smoking.** For safety reasons you are not permitted to smoke in your room or within the Homes building. The Home manager will advise you of the arrangements that apply if you wish to smoke in the Homes grounds.
- **Gifts and bequests to members of staff.** The home operates a strict rule whereby the Homes staff are not permitted to accept gifts or bequests from residents. We ask you, therefore, not to offer gifts or make bequests to members of staff. If you would like to show your appreciation in some way, you should discuss this with the Home Manager.
- **The signing of legal documents.** The Homes staff are not permitted to sign as a witness to any legal document that relates to you.
- **Taking care of your personal possessions (including clothing).** We cannot accept liability for items of clothing and other personal possessions that become lost or damaged. We ask that you keep all items of your clothing properly labelled with your name. this is a simple precaution that will minimise the risk of your clothing being mislaid or lost.

## Circumstances in Which You May be Asked To Leave

Residence may be terminated in some instances. Either party to the agreement shall be given a normal period of notice of four weeks unless this is waived or is inappropriate. Some examples where termination of residence is appropriate are given below but these examples are not exhaustive:

1. A residents care needs are different from those normally supplied by the home.
2. A doctor advises different care for the resident

3. Fees are not paid in accordance with the contract \*
4. The resident displays unsuitable or disruptive behaviour \*\*
5. The residents presence in the home causes a risk to the health and welfare of him/herself and/or other residents \*\*

\* Note: in this event the home management may only give seven days notice

\*\* Note: in this event it may not be possible to give notice and a resident may be asked to leave the home immediately

## Complaints

Residents and their representatives are encouraged to seek advice and information from staff members on matters they genuinely do not understand. We actively encourage our residents or representatives to speak up if they are unhappy with any aspect of the service provided.

A complaint received verbally by a member of staff should be acknowledged immediately, recorded, and action taken to resolve immediately. Alternatively discuss the situation with the senior staff on duty that will do their utmost to rectify the situation.

In the event of a complaint or concern with the care offered by Hartley Park Care Home, the complaint or concern should be discussed with the Registered Manager, who is available at the Homes address or by telephone. The manager will acknowledge your complaint within 4 days and respond to a complaint in writing within 28 days, with the aim to rectify the situation following investigation.

Should a complaint be considered a serious untoward incident, it will be referred to the manager immediately who will consider raising the issue and liaising with the relevant authorities.

Accurate records of all complaints will be made and the Inspectors of the Registering Authority are informed of serious matters.

If you feel your complaint has not been resolved satisfactorily or you wish to contact the Homes Inspection unit at anytime during the process regarding the care being provided, you may contact them at:

CARE QUALITY COMMISSION

CQC South West

Citygate

Gallowgate

Newcastle upon Tyne

NE1 4PA

Telephone 03000 616161

Fax 03000 616171

A resident will, at no time, be discriminated against for making a complaint.

While it is important for you to know that you can complain and make suggestions, it is also important to us that you feel happy and comfortable with the quality of life within the Home. Therefore compliments are also recorded so that the standards at Hartley Park Care Home can be seen to be effective.

## **Data Protection**

In order to care for you we need to hold certain records about you. You (or your attorneys) signature on your contract with us constitutes your express consent for us to hold this information and use it for the purpose of caring for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.