

TERMS AND CONDITIONS/CONTRACT OF RESIDENCE

Financial Arrangements and Fees

Financial arrangements and fees are dealt with in a separate letter.

Fees - What is included

- Fully trained staff in 24 hour attendance
- Good Home Cooking
- Provision for Special Diets
- Laundry Service
- GP visits
- Call System
- Full Central Heating

Fees - What is not included

- Dry cleaning
- Weekly visits from the hairdresser to the home
- Monthly visits for a private chiropodist the home
- Private phone installation and calls
- News Papers
- Taxis to and from appointments when hospital transport cannot be arranged
- Toiletries
- Visits to the Dentist or Opticians

Service Users will be responsible for meeting the costs of items not covered by the Terms & Conditions of residence.

Terms and Conditions ~ Contract of Residence

THIS AGREEMENT Is made between NUMADA HEALTHCARE Limited t/as Thalassa Nursing Care Home/Bury Lodge Nursing Home, Carleen Nursing Home Or Merlin Park Care Home.

And

The “Resident”-

Room number to be occupied

1. Nursing Care Home undertakes to maintain a standard of care as required by the Registration Authority. If a resident or their representative has a query or wish to make a complaint they should contact the Home Manager.

Verbal complaints will be responded to immediately. Written complaints will be responded to by an acknowledgement letter within 2 days. The home will then investigate the complaint and a letter will be sent to the complainant within 28 days. If the complaint cannot be resolved within this time frame the complainant will be informed.

If the complainant is not satisfied with the outcome of the investigation, they can contact the Managing Director Tel No: 023 9251 0344.

If complainants are still dissatisfied with the management and outcome of their complaint, the care service is aware that they can refer the matter to the LGSCO/Health Service Ombudsman in respect of some private healthcare providers through the IHAS for external independent adjudication.

Role of the Care Quality Commission

The care service makes its users aware that the Care Quality Commission (CQC) does not investigate any complaint directly, but it welcomes hearing about any concerns. It accordingly provides users with information about how to contact the CQC by referring them to the CQC’s leaflet How to Complain About a Health or Social Care Service (July 2013) (available on the CQC website).

The care service also sends to the CQC any information about complaints requested or required as part of CQC’s compliance reviewing policy.

Safeguarding issues

In the event of the complaint involving alleged abuse or a suspicion that abuse has occurred, the care service refers the matter immediately to the local safeguarding adults’ authority, which will usually call a strategy meeting to decide on the actions to be taken next. This could entail an assessment of the allegation by a member of the Safeguarding Authority team.

The care service will also notify the CQC under the (revised) Care Quality Commission (Registration) Regulations 2009, Regulation 18(e) Notification of Other Incidents of “any abuse or allegation of abuse in relation to a service user”.

2. This agreement shall continue in force until terminated by either party giving to the other written notice four weeks before termination. Should the Resident leave the home without giving the required notice, payment of fees in lieu of notice at the normal or revised weekly rate will be required.

3. The first four weeks of admission shall be regarded as a trial period for the benefit of the Resident and Nursing Care Home.

4. The Nursing Care Home will be the abode of the resident. Should a resident at any time require hospital treatment or be otherwise temporarily absent from the Home, the resident may retain the accommodation for eight weeks if they are responsible for paying their own fees. After a waiting period of two weeks they may pay a weekly charge of 80% of the current fees (if the resident is responsible for their own fees) for a period of weeks 6 weeks after which full fees may be charged, unless four weeks termination of contract is given by either party.

5. In extreme circumstances it may be required for a resident to move to an alternative room. This will only happen following prior agreement with the resident or if appropriate their representative.

6. In the event of death of the resident, to allow the room to be cleared fees are payable for a minimum of two days from the date of death and for any further days thereafter until the room is cleared. Any fees outstanding for residents will be charged to their estate. Third parties who agree to meet resident’s fees in whole or part must sign below to this effect before the said person becomes a resident.

7. The Nursing Care Home may give notice to the Resident of termination of this agreement requiring the resident to leave the Home under the following circumstances:

- a. Non-payment of fees
- b. If, having consulted the resident and taken advice from the appropriate member of the primary health care team, e.g. GP, Consultant Specialist or Social Worker concerning the present and future care needs of the resident, the Nursing Care Home is no longer able to meet the resident’s needs.
- c. Any circumstances or behaviour which the Nursing Care Home feel may be seriously detrimental to the Home or welfare of other resident’s.

8. Fees will be reviewed annually as determined by the Nursing Care Home. The increase in fees will be 5% annually to cover the cost of inflation and other increases in overheads or operating costs which the Nursing Care Home experiences for the provision of additional care and service or as a result of statutory provisions coming into force after the date hereof.

9. No gratuities shall be paid or gifts made to individual members of staff without the written consent of the management.

10. Visitors are welcome at all reasonable times, but in the case of seriously or terminally ill residents we are happy to receive visitors at any time of day or night.

Medical and Personal Requirements:

11. The resident shall from his/her own resources provide (other than medication by prescription), hairdresser, newspapers, clothing, toilet requisites and other items of luxury or personal nature. Telephone calls will be charged at the current domestic rate.

12. Resident's will be required, before taking up residence, to provide information to the Nursing Care Home on the state of their health, any treatment required and the name of the medical advisor and complete all necessary consent forms in respect thereof including access to Medical Records.

13. The resident or, where appropriate, his or her representative may request the Nursing Care Home take charge of and dispense all the resident's prescribed medications. If a resident elects to retain and administer his or her own medication it must be kept in a secure place. This will also be subject to a satisfactory risk assessment being completed. The Home cannot accept responsibility for the misuse of medications, which are kept by any resident.

Personal Effects and Personal Mobility:

14. Resident's are free to journey out alone; however, the Nursing Care Home cannot accept responsibility for a resident's safety away from the Home unless the journey and any necessary supervision were arranged by the Home.

15. All electrical items brought by residents on admission or during occupation of the Home shall be first inspected as to their safety by the Nursing Care Home before their use.

16. At the discretion of the Nursing Care Home, items of furniture may be brought in by the resident subject to inspection as to the condition and defects liable to render the article unsafe or unfit. Transportation, insurance and eventual removal of such items shall be the resident's responsibility or that of the executors.

Insurance:

17. The Nursing Care Home accepts liability for loss or damage up to £1000 per person with a single item limit of £500 and £75 per person for money left in a resident's room.

18. All valuables assets must be declared upon admission for insurance purposes. Lockable storage space is provided in bedrooms for valuables or personal possessions. If preferred a request can be made to the Manager or Registered Nurse in Charge for valuables such as pocket money, or bank cards to be locked away for safe keeping. No

responsibility can be taken for personal possessions not clearly or permanently named, for clothing items woven name tapes should be stitched on.

Status of the Home:

19. The Nursing Care Home is registered as a Care Home with the Care Quality Commission.

Terms and Conditions ~ Contract of Residence

AGREEMENT

I _____ agree to the above terms and conditions and I acknowledge that I am entering into a legally binding contract with Numada Healthcare Limited

SIGNED: _____ RESIDENT/RELATIVE

DATE: _____

SIGNED: _____

For and on behalf of **Numada Healthcare Limited**

DATE: _____

In the case of a Resident whose fees are paid in whole or part by a third party the undersigned appointee, representative or next of kin hereby agrees to pay any outstanding arrears arising up until termination of this Agreement.

SIGNED: _____

CAPACITY: _____

ADDRESS: _____

DATE: _____