

<b>BENSLOW MANAGEMENT COMPANY</b>  Service User/Resident Agreement	<b>FORM No:</b>	<b>BMC028R</b>
	<b>HO instruction</b>	Send copy to HO
	<b>Version Date/No:</b>	2024/March

This agreement is between Benslow Management Company Ltd (hereinafter called “the Company”) and

..... (hereinafter called “the Service User/Resident”),

relating to the acceptance of accommodation in room .....

at ..... (hereinafter called “the Home”)

### **Residence and Payment of Care Fees**

1. Upon payment of the weekly charge as hereinafter defined in Clause 2, the Home undertake to provide accommodation, food, light, heat, laundry, cleaning and all the necessary personal care as would normally be required by a Service User in a Care Home.
2. The weekly charge shall be the initial sum of £ ..... per week paid monthly in advance by cheque or bankers order which it is agreed shall cover the provision of all services referred to in Clause 1 above, subject to review.

The weekly charge shall remain unchanged unless four weeks written notice is given by the Company to the Service User/Resident or this agreement is jointly amended by all parties hereto. The Company retains the right to charge interest on overdue accounts at a rate of 3% above base rate.

- i. If at any time the service user/resident requires Social Services funding, a weekly top-up fee may be implemented. This sum would be in addition to any agreed weekly fee advised by Social Services, but the same terms and

conditions will apply regarding payment and any notice of changes as stated in Section 2.

- ii. If the service user/resident requires financial assistance from Social Services to assist with the weekly fee, the responsibility rests with the service user/resident or family to contact them. All weekly charges must be paid in full as agreed in Section 2 until all parties have received written confirmation from social services, that they agree to fund the placement.
  - iii. In addition, a monthly Personal allowance of £60.00 shall be required to cover items listed in Clause 10 and any other requirements of the Service User/resident. An account of this money will be held within the Home and will be audited by the Company. A further charge shall be invoiced to cover escorts as set out in clause 11.
    - a. All Service Users requiring nursing care are assessed by the NHS Continuing Care Department and receive a nursing allowance (FNC) to contribute to the cost of their care in the home. This allowance is applied for on admission of the Service User/resident and is payable to the Care Home.
    - b. Service users/residents residing in our nursing home under a residential contract and subsequently reassessed as requiring nursing care agree that the nursing allowance (FNC) will be added to the weekly fee to allow for the change in category of care.
    - c. The agreement of this payment is not in the control of the home, but the weekly fees set out in Section 2 must be paid in full and are subject to changes as outlined in Section 2.
3. The Home will undertake to maintain a standard of care as required by the Care Quality Commission. If an occasion should occur where a complaint or query arises the Service User is referred to the Home's written procedure for dealing with complaints. A copy of the complaints procedure MQ1 is displayed in the home and a copy of this can be requested from the Home Manager.

The Care Home will notify the Herts commissioning team where a complaint is made by or on behalf of a Hertfordshire funded placement.

Where a complaint is not resolved to the complainants satisfaction, the complainant may wish to refer details to the following bodies:

If care is funded by the Local Authority your contact will be Adult Care Services at the relevant Council whose details are listed below:

Home	Local Authority	Contact
Benslow Nursing Home	Hertfordshire Council	Adult Care Services Client Relations Section 2 <sup>nd</sup> Floor Farnham House 6 Hills Way Stevenage, SG1 2FQ
Highbury Rise	Hertfordshire Council	Adult Care Services Client Relations Section 2 <sup>nd</sup> Floor Farnham House 6 Hills Way Stevenage, SG1 2FQ
Robin Hood House	Hertfordshire Council	Adult Care Services Client Relations Section 2 <sup>nd</sup> Floor Farnham House 6 Hills Way Stevenage, SG1 2FQ

If care is privately funded your contact will be the Local Government Ombudsman whose details are:

Home	Organisation	Contact Details
All Homes	Local Government Ombudsman	PO Box 4771 Coventry CV4 0EH  0300 061 0614  <a href="http://www.lgo.org.uk">www.lgo.org.uk</a>

The Care Quality Commission does not investigate individual complaints. However, they are interested to hear about your experiences. We therefore encourage people to share information with those complaints, comments or compliments. You can contact CQC at:

Home	Authority	Contact Details
All Homes	Care Quality Commission, Eastern Region	National Correspondence Citygate Gallowgate Newcastle Upon Tyne NE1 4PA  0300 61 61 61  <a href="http://www.cqc.org.uk/contactus">www.cqc.org.uk/contactus</a>

4. This agreement shall continue in force until terminated by either party giving to the other written notice four weeks before termination. Should the Service User/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.
5. The first six weeks of admission shall be regarded as a trial period for the benefit of the Service User/Resident and the Home.
6. The Home will be the abode of the Service User/Resident. Should a Service User/Resident at any time require hospital treatment or be otherwise temporarily absent from the Home, full fees are payable.
7. In the event of death of the Service User/Resident, any fees outstanding will be charged to the Service User/Resident's estate. Third parties who agree to meet the Service User/Resident's fees in whole or part must sign below to this effect before the said person takes up residence in the Home.
8. The Home may give notice to the Service User/Resident of termination of this agreement as outlined in clause 4 above, requiring the Service User/Resident to leave the Home under the following circumstances:
  - i. Non-payment of fees
  - ii. If, having consulted with the Service User/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 Service User/Resident, the Home is no longer able to meet the Service User/Resident's needs.
  - iii. Any circumstances or behaviour which the home feels may be seriously detrimental to the Home or welfare of other Service User/Residents.

9. Fees will be reviewed from time to time as determined by the Company. Any increase in the fee will be as a result of inflation, or any other increase in overheads or operating costs which the Company experiences, for the provision of additional care and service or, as a result of statutory provisions coming into force after the date hereof.

## **Medical and Personal Requirements**

10. The Service User/Resident shall from his/her own resources (Personal Allowance) provide for the cost of transport, if required, for hospital/clinic appointments; outings; hairdresser; chiropodist; newspapers; clothing; toilet requisites, individual TV licence (under 75yrs only), and other items of luxury or personal nature. Telephone calls will be charged at the current domestic rate.
11. Staff escorts for planned hospital/clinic visits are liable for a charge at £20 per hour. Staff escorts (where available) for emergency visits may incur a charge, as outlined above, should alternative cover for the home be required. We will strive to offer families the opportunity to accompany their loved one themselves, to avoid these extra charges.
12. All equipment will be provided to meet the assessed need of the service user/resident. Any additional individual specialist equipment that may be required, due to a change in need following admission, may be subject to charge.
13. Service Users/Residents will be required, before taking up residence, to provide information to the Home on the state of their health, any treatment required and the name of their medical advisor and complete all necessary consent forms in respect therefore including 'Access to Medical Record Act' forms.
14. The Service User or, where appropriate, his or her representative, may request the Home to take charge of and dispense all the Service User/Resident's prescribed medications. If a Service User/Resident elects to retain and administer his or her own medication it must be kept in a secure place and subject to a company risk assessment. The Home cannot accept responsibility for the misuse of medications which are kept by any Service User/Resident.

## **Personal Effects and Personal Mobility**

15. Service User/Residents are free to journey out alone, subject to the necessary risks assessments/measures being conducted at the home in line with the Mental Capacity Act.

16. All electrical items brought into the Home by or with the Service User/Resident must be portable appliance tested by a qualified electrician on admission and have a "Test Certificate" to show the appliance is safe to use. Exceptions may be new purchases with proof of receipt dated.
17. At the discretion of the Home, small items of furniture may be brought in by the Service User/Resident subject to inspection as to condition and defects liable to render the article unsafe or unfit. Transportation insurance and eventual removal of such items shall be the Service User/Resident's responsibility or that of the executors.
18. All personal belongings brought in for the resident both on admission and any time after admission must be brought in via the main office so items can be logged on a property list and checked for safety. We cannot take any responsibility for items not listed on the property list.
19. We will undertake all necessary laundry. Please be aware that items of soiled clothing or bedding must be washed under the terms of our infection control policy. Delicate items may spoil, we cannot take responsibility for replacement of these items.

### **Insurance**

20. The Home is insured at the rate of £250.00 per person for valuable effects left in the Service User/Resident's room. All items over £100.00 in value need to be itemised, but insurance does **NOT** extend to cover the Service User's cash securities and other monies.
21. All valuable assets with proof of value must be declared upon admission for insurance purposes.

### **Contact details**

22. The Service User is asked to complete form BMC 030R New Client Form as a record of information to assist the staff and the company in the event of any emergency or termination of accommodation.

<b>Service User/Resident or their Representative</b>	
Print Name	
Signature	
Date	

<b>Company Representative</b>	
Print Name	
Signature	
Date	

<b>Additional Funding Agreement</b>	
In the case of a Service User/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.	
Print Name	
Signature	
Date	
Capacity/ Relationship	
Contact Address	
Contact Tel No	
Contact Email	