

Resident's agreement (Private)

between

Name of Resident..... Room number.....

&

Silver Mews Ltd trading as Silver Mews

Date

Category (please state clearly what has been agreed/cross out as needed)	Residential care – respite Dementia residential care – respite Residential care Dementia care
Weekly fee	£

Information of any third party top up details.

Full name	
Address	
Telephone number	
Email address	

Information

Requirements of admission:

To confirm your admission, we will ask you to provide details of your plans to fund your residency for a minimum of two years. If you are unable to show that you can meet this minimum funding period, we may not be able to proceed with your admission, unless someone is able to act as your guarantor.

Payment

Ideally before the day of admission we will email or give you an invoice for around 6 weeks (depending on day of admission). You will need to pay the first invoice via card machine or bank transfer and a Direct debit mandate for the 4 weekly payments going forward.

Please note that invoices are Monday to Sunday

Funding status change

Please be aware if you are reliant on the Local Authority to fund part or all of your residential placement, the local authority sets its residential care rates across the market each year, and they are **not** responsible for payment of any top ups requested by the home. The Local Authority Rates are not the same as the homes private rates. If your funding stream changes to include Local Authority Support, then a top up may be requested by the home which the Local Authority will not be responsible for. Consideration **MUST** be given to these ramifications prior to signing any agreement with the provider.

If during your stay your funding status changes we will do all we can to continue to accommodate you in the home, but we can only guarantee continued residency if the new funding meets our fee levels. Otherwise we may end the residency with us or require you to move to a less expensive room if one is available.

If you start to run out of funds or your care needs change to the extent you may become eligible for your fees to be paid in full or in partly by the local authority you and or your representative should notify the Home manager and make an application for funding as soon as possible. Assessments can take several months to complete and where you are applying for funding for the first time, we advise you to apply no later than three months before you expect to receive funding

Fees normally increase by approx. 6% in April each year.

Fees may also be increased in the event of a significant unpredictable cost increase (for example a major change in government policy) in which case we will provide appropriate notice.

Agreement contract

This agreement is made between Silver Mews Ltd trading as Silver Mews Care Home herein after called "The Proprietor" and "The Resident" and relates to the acceptance of accommodation by the Resident in Silver Mews, hereinafter called "The Home".

The home aims at all times to reach, and indeed exceed, the requirements of the Regulations of the Health and Social Care Act, 2008 (Regulated Activities) Regulations 2009, the Care Quality Commission (Registration) Regulations 2009 and Essential Standards of Quality and Safety (December 2009).

A copy of the recent CQC report is on display in the home and a copy is available on request.

Residence and Payment of Fees

- 1) This Agreement shall commence on the date of entry of the User into the home and shall continue for the life of the User unless terminated in accordance with this Agreement or in accordance with the Pre-Placement Agreement held by the Local Authority.
- 2) Upon payment of the weekly charge (see Clause (2) below) the Proprietors undertake to provide food, light, heat, laundry and all necessary personal care as would be required by a resident of a Care Home.
- 3) The Proprietors undertake to maintain a standard of care as required by the legislation of the Health and Social Care Act 2008. If the resident has any complaints or queries the Proprietors will be pleased to help resolve the matter. If the complaint is not resolved, the resident may refer the matter to the Local Authority.

A copy of the Complaints policy is displayed within the Home.

- 4) This agreement shall continue in force until terminated by death, or either party giving to the other, four weeks prior written notice. Should the resident leave the home without giving the required notice, payment of fees in lieu thereof at the weekly charge will be paid by the resident.
- 5) Should the Resident, at any time, require hospital treatment, The Proprietor will retain the accommodation at full charges until terminated by a 4 week notice period in writing by the Resident or Proprietors in accordance with Clause (4)
- 6) If you are absent from the home the following will be charged
 - a. Fees paid in full for the first 4 weeks
 - b. and a reduced rate of 90% thereafter
 - c. If you continue to be absent for more than 8 weeks we will contact you or your representative to see whether you wish to retain the room
- 7) In the event of death any fees outstanding for a Private Resident will be payable by their estate and any fees outstanding for Residents on Supplementary Benefits will be recovered from their next of kin, who must sign below to this effect before the Resident resides at the Home.
- 8) In the event of death, your final bill will be calculated on the later of:
 - a. date of death plus a minimum of three days or

- b. your room being vacated.

Should you not vacate all belongings from the room within 5 days of date of death, we reserve the right to remove the belongings from your room. Please also note that you must remove any furniture that belongs to the resident or a fee of £100 will be charged for removal.

- 9) The Proprietors may give notice, as outlined in Clause (4) above, requiring the Resident to leave immediately only under the following circumstances:
 - a. Non-payment of fees.
 - b. If, in the opinion of the Proprietors, they are unable to provide the degree of care and attention required by the Resident.
 - c. The Resident's GP advises this course of action.
 - d. Any circumstances or behaviour, which the Proprietors feel, may be seriously detrimental to the Home or the welfare of other Residents.
- 10) The first six weeks of admission shall be regarded as a trial period for both the parties. If during or at the end of the period neither party are satisfied one week's notice is required from either party to terminate the trial period

Personal Requirements

- 11) The Resident shall be responsible for payment for the provision of items such as medical requisites (other than medication by prescription), hairdresser, newspaper, clothing, toiletries and other items of a personal nature. We recommend that the resident has a small amount of personal allowance available for their use. We recommend that this is kept in the homes safe for safe keeping and easy access
- 12) All clothing should be marked with the Resident's name. The home will make sure every effort to prevent damage to clothing but will not be responsible for any items that are damaged in the laundering process that are not machine washable (no handwashing or dry cleaning). It is recommended that expensive or delicate items are taken home to be laundered. It is the homes desire that all residents' property and clothing is well taken care of and is not misplaced or damaged. All clothes must be machine washable and we do not accept liability for damaged clothing that is not. With this in mind, staff are to complete a comprehensive clothing and property list when the resident is admitted, which will be countersigned and dated by the resident, relatives or representatives. Relatives are reminded to inform staff of any additions to the original list, which will be updated and signed. This list shall be updated regularly.
- 13) The Home is committed to ensuring that the personal belongings of all residents, visitors and employees, and the possessions of the Home, are safeguarded and secure at all times.
- 14) Each individual will have access to a lockable space for storing personal possessions of value and will be able to retain the key. If it is the wish of the resident to retain the key, it will be explained that they must accept full

responsibility for the safekeeping of the key and the contents of the lockable space. If there is a reason for an individual not to have a lockable space this will be explained to the resident, relative or representative and be reflected in the care plan.

- 15) The Home will not accept responsibility for the loss/theft of personal property belonging to residents, visitors or staff unless such property has been deposited with the Home Manager for safekeeping. The Home Manager acting on behalf of the Home retains the right to refuse to take any personal item for safe keeping.
- 16) Should a resident lose any item, then the Home Manager must instigate a thorough search at the time of the incident occurring.
- 17) If there is any suspicion of theft, the police and the Local Authorities Safeguarding Adults Unit must be contacted.

Medical Requirements

- 18) The Resident will be required, before taking up residence, to provide information to the Proprietors on his/her state of health, any treatment required, and the name of his/her medical advisor. The staff and management of the home will make every effort to provide the Resident with a permanent place of residence including wherever possible through periods of sickness. Advice will be taken from the appropriate health professionals in situations where it is considered that the home is temporarily or permanently unable to provide for the residents medical or nursing needs.

Care Requirements

- 19) The Proprietors undertakes to make available staff to meet the Resident's care needs. A full assessment of care needs will be carried out before admission and care needs will be reviewed regularly. A Resident's Care Plan will be drawn up with the full involvement of the resident and Next of Kin and is reviewed at least monthly. The Care Plan will set out in detail the action needed to be taken by care staff to ensure that all aspects of the health, personal and social care needs of the Residents are met.
- 20) The Proprietors undertake to order, to take charge of, and dispense the entire Resident's prescribed medication, if necessary. If Residents undertake not to use an un-prescribed medication without the prior knowledge and approval of the Proprietors, the Residents can order and take charge of their medication personally. The home maintains a clear policy and stringent procedures in accordance with Department of Health guidelines for all aspects of the handling of Residents medication including when the resident wishes to spend the day away from the home.

Health and Safety

21)The home will promote and maintain the Resident's health and ensure access to health care services. In particular it will do the following.

- a. Support self-care and independence wherever possible.
- b. Maintain personal and oral hygiene.
- c. Identify pressure areas at risk or the risk of developing pressure sores and undertake appropriate action.
- d. Seek and act on advice on continence and ensure that the necessary aids and equipment are provided and used.
- e. Monitor psychological health and ensure that preventive and restorative care is provided.
- f. Provide appropriate opportunities for exercise and physical activities.
- g. Identify and act on any risk of falling.
- h. Regularly assess and act on the resident's nutritional needs and monitor weight gain or loss.
- i. Enable Residents to register with a GP of their choice, subject to the GP's agreement.
- j. Facilitate access to specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services, and hospital and community health care, as required.
- k. Ensure access to hearing tests and sight tests and to appropriate aids.
- l. Provide information and advice about entitlements to health care.
- m. Inform the Residents next of kin or representative of serious illness or death.

22)The Proprietors will ensure as far as practical the health, safety and welfare of Residents including compliance with relevant legislation and the Department of Health guidance. To comply with fire regulations and for the safety and comfort of Residents and staff, smoking is permitted only in designated areas.

Personal Mobility, Personal Effects and Finances

23)Residents are free to journey out alone if appropriate. A risk assessment must be completed and agreed. The Proprietors will not be responsible for the safety of the Resident outside the Home.

24)Any electrical scooters are serviced and maintained by the resident

25)The Proprietor shall test all electrical equipment on admission before use. Any other equipment that is brought in subsequently will incur a charge of £2 per item (Yearly) and cannot be used until this test has taken place. This payment will be invoiced to the resident or their advocate.

26)The Home will keep accurate financial records on the following:

- 24.1 individual records of any monies or valuables held on behalf of the Resident.
- 24.2 any other relevant record relating to the Residents finances.
- 24.3 a schedule of all charges that apply to the service.

Hospital Attendance and escorts

25) For routine appointments the resident's next of kin or significant other will be approached to provide escort.

- Once the appointment has been received by the home the home will alert the family to allow time to arrange the escort.
- If an escort cannot be provided by the family then it will be fully discussed with the family to discuss the charges that will be levied.
- If contact cannot be made then the home will provide the escort and transportation and the invoice will be sent.
- The charge for the first hour is £18.00 and thereafter £10.00 per 30 minute slots, to provide a staff member to escort residents to hospital appointments if there is no family or friend available.
- If a taxi is used this will be charged at the contracted price agreed with the local supplier for the return fare.
- These costs will be invoiced by the home and payment can be made via cheque or cash.

Complaints

26) If there are any complaints about the service please contact the Home Manager in the first instance. If you are not satisfied with the response, or if the nature of the complaint will make discussions with the Home Manager difficult, please contact our Operations Director at Head Office.

If you are still not satisfied with the response to your comments or complaint, you have the right to raise the issue with the Local Authority.

Equal Opportunities

27) The Home and Proprietor shall comply with its statutory obligations in relation to all legislation pertaining to equal opportunities.

28) The Home shall ensure that no one is treated less favourably on the grounds of gender, race, religious beliefs, colour, ethnic or national origin, marital status, having dependants, sexual orientation, age, disability, social class, HIV/ AIDS.

29) In providing the service the Home shall ensure that they do not treat any Resident or class of Residents any less favourably than any other Resident or class of Residents, in particular, in relation to:

- 33.1 access to information about the service.
- 33.2 access to the service, and
- 33.3 monitoring of the provision of the service.

Signature of "The Resident" Date:

Signature of "The person acting on behalf of the resident "
Date:

Signature on behalf of "The Home" Date:

Please sign both copies of this agreement one of which should then be retained for your own records

Details of POA

Full name			
Address		Post code	
Telephone number		Email address	
Legal status (please tick and provide copy of documents)			
Enduring power of attorney			
Lasting power of attorney for Property and financial affairs			
Lasting power of attorney for Health and Welfare			
Court of Protection appointed deputy			
None of the above			

Data Protection Information

As a company we have to collect and use some personal information on our residents and their families, including personal health information, which is essential to our being able to provide effective and safe care and support. We also must meet certain regulatory requirements around the delivery of effective and safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement agencies.

This information is contained in individual files (manual and electronic) and other record systems, all of which are subject to strict security and authorised access policies.

Some or all of the personal data we will collect is:

- Basic personal information, including name and address, date of birth and contact details
- Financial information, including account and transactional information and history.
- Information about you're an your family (such as dependents, marital status, next of kin and contact details)
- Information about your preferences and interests
- Details of any services you have received from us.
- Information we receive from other sources, such as government departments and healthcare providers
- Our correspondence and communications with you

I confirm that I have read and understood the above in relation to the Company collecting, using and storing my data as described and as necessary to provide the care agreed for within the terms of the contract.

Resident	
Signature	
Print name	
Date	
Representative/Attorney	
Signature	
Print name	
Date	

