

# **SERVICE USER'S CONTRACT & STATEMENT OF TERMS AND CONDITIONS FOR LONG TERM CARE**

Care home name: **The Old Vicarage**

## ***Contract Statement***

This document sets out the respective rights and responsibilities of the staff and management of The Old Vicarage and ..... relating to residence in the home. The home aims at all times to reach, and indeed exceed, the *National Minimum Standards for Care Homes for Older People*. A copy is kept in the home and may be seen on request.

We try to provide a comfortable and happy home and hope that service users will enjoy living here. We will do everything possible to respect the rights of older people in this home, particularly by observing the values of privacy, dignity, independence, choice, civil rights and fulfilment which can be threatened by living in a communal environment and having to cope with disabilities.

We recognise that providing good care is a co-operative process and we will attempt to consult service users and, where appropriate, their relatives, friends and representatives at all times and as fully as possible. This document should be read and interpreted in the light of these principles.

**Note:** The following section is not appropriate for service users coming to the home for respite, phased care, rehabilitation, intermediate care, or other short-term or recurring periods.

## **Residence**

### ***Trial period***

Residence in the home for the first calendar month will be on a trial basis. If during or at the end of the period either the service user or the home's management regards the arrangement as unlikely to be satisfactory for the long term, residence can be terminated with 2 weeks' notice from either side and the service user will vacate the home at a time agreed.

### ***Permanent residence***

The staff and management of the home will make every effort to provide the service user 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 service user's medical or nursing needs.

### ***Termination***

In the event that either the management of the home finds that the home is no longer able to accommodate the service user appropriately or the service user wishes to leave the home for any reason, either side will normally give four weeks' notice of termination of residence. A shorter period of notice will be applicable only in situations involving emergencies. In the event of the death of a service user the home will charge for the room for the 7 days following the death of the service user, or longer if the service user's personal items remain in the room.

### ***Absences***

If the service user vacates his or her room temporarily, the home undertakes to keep a service user's room empty and secure during a service user's absence.

### ***Fees***

The fees will be payable in advance of 1 calendar month by standing order, after the trial period, the fee period will be aligned with payment on the first day of each calendar month. Fees for periods of less than a week are calculated at a daily rate of 1/7 of the weekly fee, with part days calculated at the full daily rate.

Fees include all care and accommodation costs, food and drink, heating and lighting, laundry done on the premises, and any other staff services. *Fees do not cover the costs of newspapers and periodicals, hairdressing, dry cleaning, chiropody, treatment by dentists or opticians, or the purchase of clothing and personal effects. Day trips may be charged to a resident at the discretion of management.*

Fees are reviewed annually in April. If a service user requires additional care, however, it may be necessary to increase the fee. The home will give 1 calendar months' notice of any increase in fees. Fees should be paid by the service user at the start date of the agreed fee period i.e., fortnight / 4 weekly / calendar month. Should payment not be received by The Old Vicarage within two weeks of the due date, The Old Vicarage shall have the right to claim against the service user interest on outstanding sums not exceeding 5% over the current bank base rate as advertised by National Westminster Bank from the date of the claim.

Service users are assessed as being low, medium, or high need. An assessment is done prior to a service user entering The Old Vicarage using a point scoring system. In the trial period, a care plan will be created for each service, this uses the same assessment procedures and scoring system that are used for a service user's pre-entry assessment.

### ***The Service User's Room***

The service user will have exclusive [or shared] use of the allocated room which will be treated as far as possible as his or her private space.

Service users are welcome to bring to their room's personal items and any furniture they wish to use which can be safely accommodated in the space. Furnishing of the service user's room will include at least the following:

1. A clean comfortable bed suitable for the service user's needs.
2. Bed linen.
3. Curtains or blinds.
4. A mirror.
5. Overhead and bedside lighting.
6. Comfortable seating for the service user.
7. Drawers and enclosed hanging space for clothes.
8. Accessible double electric sockets.
9. A table to sit at and a bedside table.
10. A wash hand basin [or specified ensuite facilities.
11. Carpets or equivalent.

12. Lockable storage space for medication, money, and valuables.
13. Keys to the room and storage space (unless a risk assessment in the care plan indicates otherwise).
14. In double rooms screens to ensure privacy for personal care.
15. Telephone connection point
16. If the service user has made a positive choice to share a room and the other place in the room becomes vacant, he or she will have the opportunity to move to a different room if desired.

### ***Personal Possessions***

Service users are encouraged to have personal possessions, subject to health and safety and fire risk assessments, which remain their property. Items of significant value should be passed to the management for safekeeping.

The staff will attempt to provide security for service users' possessions, but no responsibility can be accepted for items retained in service users' own rooms. All clothing should be marked with the service user's name. The home will make every effort to prevent damage to clothing.

Service users wishing to bring a pet into the home should discuss the matter with the manager who will make every effort to meet reasonable requests.

### ***Health***

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

1. Support self-care wherever possible.
2. Maintain personal and oral hygiene.
3. Identify pressure sores or the risk of developing pressure sores and undertake appropriate action.
4. Seek and act on advice on continence and ensure that the necessary aids and equipment are provided and used.
5. Monitor psychological health and ensure that preventive and restorative care is provided.
6. Provide appropriate opportunities for exercise and physical activities.
7. Identify and act on any risk of falling.
8. Regularly assess and act on the service user's nutritional needs and monitor weight gain or loss.

9. Enable service users to register with a GP of their choice, subject to the GP's agreement.
10. Facilitate access to specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services, and hospital and community health care, as required.
11. Ensure access to hearing tests and sight tests and to appropriate aids.
12. Provide information and advice about entitlements to health care.
13. Inform the service users' next of kin or representative of serious illness or death.

### ***Medication***

The home maintains a clear policy and stringent procedures in accordance with Department of Health guidelines for all aspects of the handling of service users' medication. Records are kept of whether each service user wishes to deal with their own medication or pass that responsibility to staff and of any medication in use whether or not it is self-administered.

### ***Care***

The management undertakes to make available sufficient staff to meet the service users' care needs. A full assessment of care needs will be carried out before admission and needs will be reviewed regularly. A service user plan of care will be drawn up with the full involvement of the service user and reviewed at least 6 monthly and more frequently should the service user's care plan indicate this to be necessary. 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 service user are met.

### ***Insurance***

The home is properly insured by CGU -Norwich Union and will advise service users on insurance cover for personal property.

### ***Health and Safety***

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

### ***Visitors***

Visitors are welcome at any time. Visitors can be provided with meals at a reasonable price and with notice; drinks are available free of charge. In the interest of general safety visitors are asked to sign in and out and to inform staff on duty if a service user is leaving the premises with them. (Please see Visitor's Policy for more information)

### ***Complaints***

The home has a complaints procedure which can be seen on request. Any complaint made by or on behalf of a service user will be investigated and dealt with under the procedure.

### ***Registration***

The home is registered by the Care Quality Commission:

#### **Care Quality Commission**

CQC National Customer Service Centre

Citygate

Gallowgate

Newcastle upon Tyne

NE1 4PA

*Telephone: 03000 616161*

**Date of arrival**

The service user ..... entered The Old Vicarage on .....

The trial period of 1 calendar month begins on ..... and concludes on .....

**Fees**

The fees for care will be ..... per week.

The fee period, of which fees are paid at the start thereof is every ..... and

is from ..... The fees for care for the fee period will be .....

The fees will be paid at the start of each fee period by **standing order**.

The person of responsibility for paying the fees is \_\_\_\_\_

If not the service user, the nature of their relationship to the service user, is

\_\_\_\_\_  
**Fees must be paid at the start of each fee period, failure to pay by cheque or arrange a payment by bank transfer may result in charges of £100 per week for each week of late payment.**

**Details for Bankers Order:**

**Sort Code**     60-22-10

**Account Number:** 69571678

**Bank:**           NatWest Bank  
                      113 Dalton Road  
                      Barrow-in-Furness

**IT IS AGREED AND DECLARED AS FOLLOWS: -**

Nothing contained in this Contract shall be constituted as creating a legal demise or tenancy or any estate or interests in residence greater than a licence on its terms.

This licence is personal to the Service user for herself and shall not be capable of assignment or otherwise disposed of.

**AS WITNESS** the hands of the parties the day and year first before written.

SIGNED by:

If not service user, relationship to service user:

SIGNED by:

Position at the Old Vicarage Care Home: