

CONTRACT AND STATEMENT OF TERMS AND CONDITIONS FOR ADMISSION TO HEATHFIELD HOUSE

INTRODUCTION

This document sets out the respective rights and responsibilities of the staff and management of Heathfield House Nursing Home and you the Service User, relating to your prospective residence in the home. The home aims at all times to achieve the national minimum care standards and to comply with the full range of Care Home Regulations. Our philosophy, aims and how we provide our services are fully explained in our Statement of Purpose and Service User's Guide which has been given to you.

We recognize that providing good care is a co-operative process and we will attempt to consult you and, where appropriate, your relatives, friends and representatives at all times and as fully as possible.

ACCOMMODATION

You are encouraged to have your own personal possessions in the home and in your room subject to health and safety and fire risk assessments.

We have a policy on the bringing in of pets which makes it possible for you to have a pet subject to various provisions that need to be discussed with the home's manager.

Our existing insurance policies cover personal effects up to £1000 per service user. If property of greater value is retained these must be covered by the service users own insurance. Every care is taken, but service users are asked not to keep excessive sums of cash or valuable items in their rooms. A detailed list of the clothing and possessions of each service user must be handed in on admission and updated by the service users representative as appropriate thereafter. Our staff will attempt to provide security for your possessions, but no responsibility can be accepted for items you keep in your room. All clothing should be marked with your name. The home will make every effort to prevent damage to clothing.

TRIAL PERIOD

Your residence in the home for the first four weeks is a trial basis so that if during or at the end of the period either you or the home's management regard the arrangement as unsatisfactory for the long term the agreement may be terminated with reasonable notice from either side.

PERMANENT RESIDENCE

Once it is decided that you will stay following the initial period, we will continue to provide you with accommodation, care and support services for as long as you need; taking into consideration our capacity and abilities to meet your needs satisfactorily. The circumstances under which it is decided that it may no longer be or is no longer possible for us to provide for your needs will always be discussed with you in relation to your agreed plan of care and the reviews we undertake with you in connection with it. Similarly you may wish to discuss at any time whether you are considering leaving and we would respect your wishes in that regard.

TERMINATION

Four weeks notice or payment in lieu will be required should you decide to leave the home, except where the departure results from the death or sudden illness in which case no such notice will be required.

The home may terminate this contact by giving 4 weeks notice to quit in the event of the following:-

- (i) Monies due for the cost of residency not being paid within 28 days of the due date.
- (ii) In the opinion of the homes management and staff the service user is displaying challenging behaviour to the extent that:
 - The home is unable to provide the necessary specialist care to cope with such behaviour.
 - The service user poses a very real threat/danger to the health, safety and security of the home
 - Peace and enjoyment of the home by other service users is continually disrupted.

In exceptional circumstances, the home may reduce the period of Notice to quit.

PAYMENT OF FEES

Fees vary according to the accommodation and level of care needed. Fees are charged weekly and are payable monthly in advance, except in the case of short-term or convalescent service users who shall pay the whole sum at the date of admission. Fees for periods of less than a week are calculated at a daily rate 1/7 of the weekly fee, with part days calculated at the full daily rate. The home reserves the right to charge interest at 5% above the minimum lending rate of NatWest Bank plc for the time being in force on any sums still outstanding at 28 days after the due date. Fees are subject to a review on 1st April at our discretion. However, we reserve the right to increase fees at other times during the year if it is necessary to make changes to your service plan. One months written notice will be given prior to any increase or variation of the matters referred to below.

Fees include accommodation, personal and nursing care, meals, heating and lighting, laundry and most leisure activities. They do not include personal services (such as chiropody, hairdressing, escorted trips to clinics and or hospitals and any such services as may be provided by a third party.) Other services and requirements not provided by the home can be arranged on request and will be separately charged including equipment hire incontinence products newspapers and toiletries.

You will be informed within 28 days of the date of your admission, or if this date is not practicable, as soon as possible after that date, of any nursing contribution which is to be paid in respect of your nursing care.

The nursing contribution which is to be paid in respect of your care will be paid from the date of admission. This sum will be either refunded to you or deducted from the monthly fees. Please note that this money will be paid (or deducted) three monthly in arrears after it has been received by us. We do not refund incontinence payments as these go towards the cost of buying incontinence products.

Although we do accept Local Health Authority funded residents, we are unable to accept Local Health Authority levels of funding and a top-up fee will be required from another individual or third-party to maintain the level of fee agreed at the outset of this agreement (including annual increments).

Where placement is made by a relative or family representative, such relative or family representative shall be deemed in law to be responsible on behalf of the service user for ensuring the prompt payment of any or either of the fees or charges then or at any future time accruing, unless otherwise agreed.

Any complaints the service users or their representatives wish to make should in the first instance be discussed with the nurse manager and/or proprietor. However, if the complaint is not satisfactorily resolved the complaint should be referred to:-

CQC
SOUTH EAST REGION
CITYGATE
GALLOWGATE
NEWCASTLE UPON TYNE
NE1 4PA

We understand that the fees will be paid as follows (please indicate which)

- **You will be responsible for making these payments yourself**
- **The Local Authority is contributing/paying £**
(please enter amount)
- **The Primary Care Trust is contributing £**
(please enter amount)
- **Others (name) are contributing £**
(please enter amount)

Your method of payment will be as follows:-

- **Cheque/Standing Order/Direct Debit/Other (please state)**
- **Local Authority payment**
- **Health Service payment**

AGREEMENT FOR ADMISSION TO HEATHFIELD HOUSE NURSING HOME:

NAME OF SERVICE USER:.....

ADDRESS:

.....

NAME OF SERVICE USER'S REPRESENTATIVE:

ADDRESS:

.....

ROOM TO BE OCCUPIED:.....

DATE OF ADMISSION:

TOTAL FEE PAYABLE PER WEEK £.....

It is our sincerest intention to provide a comfortable and happy home suited to individuals special requirements. We undertake to consult the service user and/or their family together with any others acting in their interests in all matters to do with their well-being.

SIGNED: DATE
(for and on behalf of Heathfield House Care Home)

SIGNED: DATE
(for and on behalf of Service User)