

ORCHARD HOUSE

CARE HOME

Respite, Short Breaks & Day Care

## **Contract of Residence**

## Contract of Residence

This agreement is between **Later Years Care Limited** and **xxxxx** (hereinafter referred to as “The Resident”) and relates to the provision of residential care services provided at **Orchard House Care Home** by Later Years Care Limited and the acceptance of the terms and conditions stipulated in this agreement by the Resident.

### 1. Residence and Payment of Fees

#### 1.1 Services

Upon payment of the weekly charge, defined in section 1.2 herein, Later Years Care Limited undertakes to provide the following in its basic fee:

- All personal care needs following an assessment of need;
- A single en-suite bedroom equipped to a high standard;
- Use of communal lounges and facilities;
- Main meals, supper and snacks available;
- Non-alcoholic drinks and refreshments;
- Laundry service for personal clothing;
- Liaison with your GP, social worker, community nursing team, dentist, chiropodist, and any other healthcare professionals;
- Linen and towels during your stay;
- Care plan reviews;
- A full activities and wellbeing programme.

Additional services not included in the basic fee:

- Hairdressing;
- Provision of daily newspapers and magazines;
- Dry cleaning;
- Visitors meals;
- Non-NHS health services, including any aids and appliances a resident decides to purchase privately;
- Transport outside of Orchard House Care Home;
- Personal toiletries;
- Incontinence products.

## 1.2 Charges

The charge shall be £xxx per week paid in advance by direct bank payment, card or in cash.

All fees for respite care stays of four (4) weeks or less must be paid in full one (1) week before the resident enters Orchard House Care Home.

If the resident is funded by North Yorkshire County Council, it is understood by Later Years Care Limited that the charges will be paid in arrears.

For stays booked more than one (1) week in advance, a deposit of twenty-five percent (25%) of the total cost of the stay will be required, with the balance due one (1) week before the stay begins.

The charges will be based on the assessed need of any potential resident using the service, with charges starting from £875 per week.

The minimum length of stay will be three (3) nights with charges starting from £150 per night for stays between three (3) nights and six (6) nights.

For your information, there are several insurance companies that provide specialist cancellation insurance. **Later Years Care Limited wishes to make you aware that if you have to cancel a respite stay within a week of the commencement date of the stay you will be liable for the full amount.**

Charges are normally reviewed on April 1, but where the provider faces cost increases, due to changes in government legislation, Later Years Care Limited retains the right to increase charges at any time with two (2) months' notice.

Where a resident is staying for a respite stay, their bedroom will be available from 3 p.m. on the day of arrival and they must vacate the room by 10 a.m. on the last morning of their stay.

If a resident who is staying for a respite stay decides to leave early, any fees will not be refunded unless a joint decision is made between the resident/family and Later Years Care Limited.

Should the resident at any time require hospital treatment, Later Years Care Limited will retain the accommodation at the full rate less the cost of meals for as long as required or until the end of the respite end date.

In the event of the death of a resident, care fees will be charged up to the day of death. For residents who have been on a respite stay, the room, all possessions and personal effects will need to be removed by the end date of the respite stay.

### **1.3 Long-Stay Residents**

For residents staying longer than four (4) weeks, the agreement to stay in Orchard House Care Home shall remain in force until terminated by either party giving the other party four (4) weeks' notice before termination of the contract. Should the resident leave Orchard House Care Home without giving the required notice, payment of fees in lieu of notice at the normal weekly rate will be required.

For any resident staying longer than four (4) weeks, the first four (4) of their stay will be classed as a trial period to ensure that permanent residency would be beneficial to both the resident and Later Years Care Limited.

As part of the care plan review process, re-evaluating resident fees during the year may be required for residents staying longer than one (1) month. Any fee increase implemented separately to the annual increase will be related solely to the increasing care requirements of the resident and will be implemented with the full consultation of the resident and their next of kin. Four (4) weeks' notice will be given by Later Years Care Limited.

### **1.4 Assessment of Needs**

The resident will be required, prior to admission to undertake a comprehensive assessment of their needs. For individuals who already attend our day care hub, the assessment can be carried out during one of their regular visits. Individuals who do not attend Orchard House Care Home on a day care basis will be invited to spend some time in our day care hub while we carry out their assessment, or, in the event that this is not possible, alternative arrangements can be made to assess individuals in their own homes.

### **1.5 Termination of this Agreement**

Later Years Care Limited may give notice of termination of this agreement to the resident as outlined in section 1.3 above, in the following circumstances:

- Non-payment of fees for one (1) month;
- If, after consultation with the resident and their family, Later Years Care Limited is unable to provide the level of care that is required;
- Any circumstances or behaviour that Later Years Care Limited feels may be seriously detrimental to Orchard House Care Home or the welfare of the other residents.

## 2. Medical and Personal Requirements

The resident shall provide their own personal requisites, for example, toiletries, clothing, and other items of a personal nature. **Over-the-counter medications will not be provided.**

For respite stays, the resident or family will provide all prescribed medications in their original packaging and any incontinence products for the duration of their stay. Prescribed medication must be supplied in the container as originally dispensed by the pharmacy/dispensing GP or hospital pharmacy and have the dispensing label attached.

The resident must disclose any over-the-counter items brought in and must not use these without the knowledge of the provider. Any non-prescribed medication must be provided in the original packaging as purchased, which includes the manufacturer's full directions for use and the expiry date of the product.

Where the resident prefers to self-medicate, any medications must be kept in a locked cupboard in their room. Later Years Care Limited will ensure that there is a suitable place available.

Self-administration of medications will only be allowed if the resident has been assessed as being competent to do so.

Orchard House Care Home operates a non-smoking policy throughout its premises for residents and visitors alike. This includes the use of electronic cigarettes.

## 3. Personal Effects

Any electrical items brought into Orchard House Care Home by the resident on admission or during their stay must first be inspected as to their safety by the provider.

All clothing that is brought into Orchard House Care Home should be labelled with the name of the resident. This is a simple precaution that will minimise the risk of clothing being mislaid or lost. Please also be conscious of the types of fabrics that the clothes are made of, for example, we would recommend that silk, woollen and hand-wash only garments are not brought into the care home as we will not be able to accept responsibility if these items are damaged.

## 4. Insurance Policy

**The provider's insurance policy covers personal effects to a maximum of £200 for each resident.** If property of a greater value is brought into Orchard House Care Home, for example jewellery, cash or precious items, then these must be covered by the residents' own insurance.

All valuable items must be declared on admission for insurance purposes.

## 5. Fire Safety Measures

For your own safety and for that of the other residents, you are required to observe Orchard House Care Home's fire regulations. Each resident will be issued with their own personal emergency evacuation plan.

## 6. The Signing of Legal Documents

The home's employees are not permitted to sign as a witness to any legal documentation that relates to residents.

## 7. General Data Protection Regulations

In order to care for you, Later Years Care Limited has to comply with GDPR regulations and therefore hold certain information about you. A copy of our policy is available for your information and Later Years Care Limited is registered with the Information Commissioner's Office.

Later Years Care Limited is registered with the Care Quality Commission in respect of its ownership and operation of Orchard House Care Home. Inspectors have a statutory duty to inspect Orchard House Care Home to ensure that it is being operated in accordance with current legislation and to assess the standard of care and service we are providing. Their reports are published at [www.cqc.org.uk](http://www.cqc.org.uk).

## 8. Complaints Procedure

We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and you would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance. Our Complaints and Whistle Blowing policies are available in a folder in your bedroom.

You may also take your concerns to the Care Quality Commission, whose telephone number is **03000 616161**.

## Consent

**Consent to have photographs taken**

**Consent to share information with healthcare providers**

*Consent to share personal data with organisations associated with health and social care where it is considered that there may be potential benefits for my or other people's health and social care, e.g. doctors, hospitals, local authorities, podiatrists, and that I consent for the data to be used securely for 8 years after I leave the service or longer if the law requires it.*

**Consent to care provision**

**I confirm that I have read and understood the terms set out in this agreement and agree to abide by them.**

**Resident or Representative**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME (printed)**

**On behalf of Orchard House Care Home**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME (printed)**