

## CONTRACT INDEX

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## Foreword

Please take time to read this document carefully. If there is anything you are not sure of then ask and we will try to explain it to you. The terms of this contract should be clear enough that you should not need legal advice to understand it. It is important that you take your time to read the contract carefully. You can view a copy of this contract at our web site<sup>1</sup> or ask to have a hard copy of the contract sent to you prior to visiting the Home, thus allowing you to read and peruse it at your leisure. If you feel at all rushed or unsure just ask for time to think and it will be afforded to you. Make certain that you know what Abercorn Care Limited is providing for you under the terms of this contract, what your obligations are and only when you are satisfied, should you or your representative sign.

## Aims, Objectives & Principles

We, the Provider shall meet all your assessed needs in relation to accommodation, meals, activities, support, care, including nursing care. The Service that you receive shall be flexible and designed to meet your needs as specified in your Care Assessment and defined in your Personal Care Plan.

We shall employ and ensure that there are sufficient qualified and suitably trained and experienced staff available to deliver the Service. The Service that you receive shall comply with the relevant **'Health and Social Care Standards - My Support My Life'** which seeks to provide better outcomes for everyone and to ensure that individuals are treated with respect and dignity and that the basic human rights, we are all entitled to, are upheld.

Hard copies of the Health and Social Care Standards can be viewed on-line at [www.newcarestandards.scot/](http://www.newcarestandards.scot/) and on our website [www.aberncorncare.com](http://www.aberncorncare.com) under the heading Moving into Care.

Upon request, we shall be pleased to make available our inspection reports issued by the Care Inspectorate in respect of Viewpark Care Home which are also available from our web site and on display on the Home's notice board.

We shall follow the requirements set out in this Residency Contract. You and your representative shall be consulted on all significant proposals, which affect your life or comfort, and your views will be respected. You and your representative shall be offered a range of opportunities to give your views, make comments, and offer ideas, both individually and in groups, about the service we, at Abercorn Care Limited provide.

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<sup>1</sup> [www.aberncorncare.com](http://www.aberncorncare.com)

# Residency Contract

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Agreement between **Susan V Hill RGN** ..... (for the Provider)

And ..... (Resident)

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## 1. Accommodation

1.1. Your room shall be a single en-suite / single non en-suite [**delete as appropriate**]

1.1.1. The allocation of bedrooms within Viewpark Care Home is based on availability. Residents have priority on the allocation of room availability.

1.1.2. Residents may request a move to a higher standard of room depending on availability, ability to meet any cost implications and suitability of the room in relationship to its location within the Home and the individual's medical and physical condition.

1.1.3. Residents who wish to move are to ensure that their requirements are formally notified to the Home's Manager who will undertake the necessary administrative actions to place the individual on the waiting list and to fully explain any implications the move may entail.

1.2. Your room will be furnished and maintained in good decorative order. On request a lockable facility will be included within the room. Should you wish, the Provider shall also provide the key for your safety lock fitted to your bedroom door.

1.3. No tenancy of any kind is intended to be created in respect of the occupancy of your room. You will only be requested to move from your appointed room if it is necessary, and after consulting you or your representative.

1.3.1. Although every effort will be made to accommodate the Resident in the room of their choosing, the Company in their discretion, reserve the right to move the resident to other accommodation within the Home if required for either medical, social or practical reasons or otherwise in case of emergency or for purposes of repairing, maintaining or redecorating the Home.

- 1.4. You are welcome to bring personal possessions and furnishings into Viewpark Care Home to personalise your room, provided that other residents or staff are not inconvenienced or put at risk. The Provider shall give you a written inventory of your possessions and furnishings upon your admission to the Home and shall retain a copy for their records and shall update it as appropriate.
  - 1.4.1. It must be noted that electrical items are subject to testing, to ensure electrical safety, and the Provider cannot allow unsafe appliances to be used within Viewpark Care Home.
  - 1.4.2. You are responsible for having electrical equipment safety tested prior to admission to the Home. The Provider shall require evidence that this has been satisfactorily carried out before becoming responsible for subsequent annual safety testing. Repair and replacement of your own electrical equipment remains your responsibility.
  - 1.4.3. Any furnishings and furniture that you wish to bring into the Home must comply with the fire safety regulations. The Provider reserves the right to refuse any item brought into the Home if it is considered being a fire risk or other hazard.
- 1.5. The Provider shall supply light and heat and shall explain to you how you may control the temperature in your room.
- 1.6. The Provider will ensure that your room is in good decorative order. If you choose to have your own room decorated to reflect your own taste you will meet any additional costs incurred.
- 1.7. The Provider will ensure a high standard of cleanliness in your room and throughout the Care Home.
- 1.8. The Provider shall provide you with bed linen and towels for your own use together with a laundry service for your personal clothing, except dry cleaning.
  - 1.8.1. To allow individual choice, flannels and other basic toiletries are deemed to be the responsibility of the individual, although on request the Home will obtain these items on your behalf and have the cost added to your account.
  - 1.8.2. Bed linen shall be changed weekly and as necessary. Personal laundry must be labelled and machine washable. If you require assistance labelling clothes, the Provider shall be pleased to help.

- 1.8.3. As the washing machines are of an industrial type, clothing may wear out quicker than when using a domestic appliance. Please note that the Provider is not responsible for supplying you with personal clothing.
- 1.9. The facilities provided in the Home shall include unrestricted use of the Resident's bedroom, lounges and other communal rooms, sanitary facilities and gardens.
- 1.9.1. Residents are free to come and go from the Home unless there are identified and recorded individual risks requiring different arrangements. Viewpark Care Home staff are to be made aware by the individual or a family member/friend prior to any resident leaving the building.
- 1.10. The Provider shall ensure you have a choice of menu for breakfast, lunch and evening meal which will accommodate your dietary needs and as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.
- 1.10.1. Inadequate dietary intake and poor nutritional status is always a primary concern for the elderly. Abercorn Care Limited's policy<sup>2</sup> on this matter is designed to ensure all staff are aware of the importance of food, fluid and nutritional intake for residents and that meal times and snacks help to promote quality of life and social function for the individual.
- 1.11. The Provider implements a policy of 'No Smoking' including Cigarettes, E-Cigarettes and Vaporizers, throughout all Abercorn Care Limited's Homes including all public rooms and bedrooms. However, an area outside the Home is set aside for smokers.
- 1.12. You are free to consume alcohol if you wish. If the Provider has concerns about the effects on you, your medication and or other residents or members of staff, we shall review this together and record in your Personal Care Plan.

## **2. Care**

- 2.1. The Provider undertakes to give you personal care in accordance with your assessed needs, both nursing and personal, and to develop your Personal Care Plan. A copy of which is available on request. The Provider shall develop this with you into a more detailed personal plan during your trial period in the Home. The Provider shall then review this with you as required, and at least every six months.

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<sup>2</sup> Nutrition Policy – Part 2 Serial 09

- 2.2. Your Home's Manager shall arrange a formal review of your placement at the end of your trial period and shall inform you and/or your Representative of subsequent review arrangements.
- 2.3. The Provider shall assign a named member of our Staff to you as a key worker to be responsible for overseeing your day-to-day care, and to discuss with you your care needs on an ongoing basis.
- 2.4. You may retain the services of your own General Practitioner (GP), if the GP so agrees or the Provider shall assist you to transfer to a local GP. If you register privately with a GP, the supply of drugs and medications will also be private and any charges arising will be made accordingly.
- 2.5. The Provider undertakes to enlist the support of the NHS as necessary for routine health checks and to enable you to remain in Viewpark Care Home in the event of illness, should you so wish, and unless your GP recommends alternative arrangements.
- 2.6. The administration of your medicines shall be discussed and agreed with you and shall be recorded on your personal Medication Administration Record.
- 2.7. There will be a choice of social and recreational activities if you wish to participate. You will be consulted in the planning and involvement in these activities.

### **3. Trial Period**

- 3.1 The first four weeks of your stay will be regarded as a 'Trial Period' to ensure that Viewpark Care Home is suitable for you. This period may be extended by agreement by either party to allow for further consideration of your care needs.

### **4. Insurance**

- 4.1 Whilst the Provider has insurance covering all aspects of the provision of the Service, this does not extend to your personal property. The Provider shall make good any loss or damage to your property which is the result of their negligence, but you may wish to make your own arrangements to insure all personal property which you bring into Viewpark Care Home. Further details of the Provider insurance covers shall be made available upon request.
- 4.2 The Provider shall not be held liable for any items of personal possessions and furnishings not notified to us for inclusion on the inventory.

## 5. Fees

- 5.1 The weekly fee shall be **£XX/week** and which it is agreed shall cover the provision of all services listed in item one and two above from **XX/XX/2019**. This will be paid monthly in advance. The amount of fees indicated above will remain unchanged until and unless four weeks written notice of a change is given by the Provider. Fees are reviewed on an annual basis in January.
- 5.2 Arrangement for payment can be undertaken by a variety of methods to suit the individual. These include standing order or cheque made payable to Abercorn Care Limited.
- 5.2.1 Where you fail to pay an invoice within 14 days from the due date, then the Provider may be forced to take legal action to recover the debt. Any outstanding debts not paid within 60 days will be subject to an interest charge at the Bank of England Base Rate plus 8%.
- 5.3 If you are admitted to hospital the Provider will retain your room for six weeks. This period may be extended if necessary. You will be required to continue to pay your contribution throughout your hospital stay.
- 5.3.1 If you are admitted to hospital and you are in receipt of Free Personal and/or Nursing Care payments, you shall be entitled to continue to receive this for the first 14 days, after which you are required to pay the full weekly fee thereafter.
- 5.3.2 Upon your discharge from hospital your entitlement to Free Personal and/or Nursing Care will normally be reinstated by the Council.
- 5.4 If you terminate your placement at Viewpark Care Home without giving the required notice as detailed in Section 11, your fees will be charged at the normal weekly rate for the unexpired notice period.
- 5.5 In the event of your death, your fees shall be chargeable for a further three days (or less if your room is reoccupied within this period) after which this Contract will terminate. Under normal circumstances the Provider shall ask that your room be cleared within three days. If there has been any overpayment or we have been holding money on your behalf this will be refunded to your Estate.
- 5.6 It is agreed that the weekly fee confirmed in section 5.1 above will be paid to the Provider for a minimum of two years. If after this period the Resident's capital or personal income is reaching the Local Authority funding threshold this should be brought to the attention of the Provider and the Council responsible for the Resident as they may be eligible for higher levels of financial support from the Council.

5.6.1 The Provider confirms their commitment to the continued provision of care for self funders, under Route 3 of the Free Personal and Nursing care contractual routes, when they become eligible for Local Authority funding. However, the Provider retains the right for full consultation and must be given **one months prior notice** to any formal decision being taken regarding retention of residency or changes to funding levels being agreed.

## 6. Extras

6.1. The Provider can arrange the following extra services in addition to those covered by the Contract Price for your Care and Accommodation. You will be responsible for the payment of these services and we will advise you of their cost beforehand.

List of extras, examples of which may include:

- Hairdressing
- Chiropody
- Newspapers
- Dry cleaning
- Outings, Taxis fares
- Private telephone line rental and calls

In the absence of free provision by the NHS, the following may also be provided, but shall be charged in addition to the Contract Price for your Care and Accommodation.

- Private optical, dental services & chiropody
- Physiotherapy
- Transportation and staff escorts to and from medical appointments
- Cost of specialist equipment not already available in the Home

6.2. The Provider shall issue you with an invoice detailing any sundry expenses, in arrears, in respect of any extra services or purchases that you have requested Abercorn Care Limited to arrange or provide on your behalf.

## 7. Personal Expenses

7.1. The Provider does not handle residents' finances. If the Resident requires any money, the Home's Manager or Deputy is authorised to issue it from the Home's petty cash fund or make a direct purchase on your behalf, the cost then being added to the individual resident's sundries invoice.



7.1.1. The Provider does not have the expertise to look after Resident's finances and feels to do so could have implications which may bring about a conflict of interest. Hence, the Provider's stance is to remain impartial in the matter of Residents' finances.

## **8. Provider's Obligations under the Terms of Route Two Contract with the Council.**

### **The Provider agrees:**

- 8.1 to ensure that the Abercorn Care Limited complies with the conditions of registration and maintains always the standard of care required by the Care Inspectorate and the Council.
- 8.2 to participate in an assessment in conjunction with the Council of your needs and the development of your personal plan.
- 8.3 to allow you as much personal freedom as possible, and only to restrict your movements for your personal safety or the safety of others or to the extent agreed in advance with you and the Council or in compliance with the Adults with Incapacity (2000) Scotland Act.
- 8.4 to contact your Representative if you are involved in an accident or incident.
- 8.5 to ensure, on request, safekeeping for your personal effects required to be brought into Viewpark Care Home up to such limit of value as we may from time-to-time determine. Further details shall be made available upon request.
- 8.6 to treat all information relating to you as confidential and to ensure that you and/or your Representative have access to your Personal Plan and any other information relevant to you.
- 8.7 to assist you, where possible, to maintain a lifestyle of your choice.
- 8.8 to recognise, support and assist you in maintaining links with your local community provided this does not interfere with the freedom of the other residents within Viewpark Care Home.
- 8.9 to ensure you can make and receive telephone calls in private.
- 8.10 to welcome your visitors to Viewpark Care Home without prior notice, at all reasonable times, provided their visits do not inconvenience other residents.
- 8.11 to support you if you decide to refuse to see visitors and if requested we will advise visitors of your decision.

- 8.12 to ensure that Viewpark Care Home staff are not permitted to become an executor in respect of your Will.
- 8.13 to ensure that Viewpark Care Home staff are not allowed to receive hospitality and acceptance of gifts (including gifts of money) from you or your family, unless this has been previously agreed with the Provider.

## **9. Your Obligations**

### **You agree:**

- 9.1 to inform the Provider of any medication that you administer yourself and allow the Provider to monitor this.
- 9.2 that you have a responsibility for the safety of Viewpark Care Home which you share with others, therefore safety regulations must be observed, and you are asked to note:
- 9.2.1 fire drills and inspections are carried out at regular intervals and your co-operation is essential.
- 9.2.2 the Provider has clear guidelines on smoking, alcohol and drugs, which are issued for the protection of all residents and staff.
- 9.3 to inform the Provider any time that you leave Viewpark Care Home, whether unaccompanied or with visitors, and to give the Provider an approximate time of return.
- 9.3.1 The Provider shall not be responsible for you once you are outside the Home if you leave the Home unaccompanied by a member of our staff.
- 9.4 that should you wish to install a telephone in your room, you will be responsible for meeting the costs of installation, rental and call charges.
- 9.5 that you shall not bring a domestic pet into Viewpark Care Home. This does not preclude visitors bringing their pets with them during a visit with our agreement and the agreement of the other residents.
- 9.6 to leave permanently Viewpark Care Home on termination of this Contract.

## **10. Suggestions and Complaints**

- 10.1 You are welcome to make comments or suggestions at any time in respect of the service you receive from the Provider.
- 10.2 Should you wish to receive independent assistance or advice the Provider shall help you to contact your relevant advocate.
- 10.3 Should you be dissatisfied with any aspect of our service, you have the right to complain to the Provider as described in Abercorn Care Limited's complaints policy. You may also, wish to contact the Council or Care Inspectorate<sup>3</sup> (*who may be contacted at Stuart House, Station Road, Eskmills, Musselburgh, EH21 7PB*).
- 10.3.1 The Provider would encourage you to talk to them in the first instance. Your Named Nurse/Carer or the Home's Manager will be pleased to discuss with you or your representative, any concerns that you may have.
- 10.3.2 If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Care Inspectorate, we shall assist you to do so.
- 10.4 A copy of our complaint's policies and procedures are included in your resident's information brochure.

## **11. Notice and Termination Periods for this Contract**

- 11.1 Throughout the duration of your initial Trial Period in Viewpark Care Home:
- 11.1.1 You or your Representative may terminate your placement in Viewpark Care Home by giving not less than seven days' notice. If you leave before the end of this period, you are still liable to pay the Provider your weekly contribution for the full seven days' notice period.
- 11.1.2 Following your departure, you will not be required to pay for any day within the remainder of your notice period where your room has been occupied by another resident.

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<sup>3</sup> The OFT report states that the regulator should produce an easy-to-understand document that provides practical information to all older people living in care homes and their representatives about the redress avenues open to them. It is to include information about when and how they can complain to the care home, the Authority, the regulator, the local Government Ombudsman and the Parliamentary Ombudsman, or seek judicial review.

- 11.2 After your Trial Period you and/or your Representative may terminate this Contract for any reason by giving not less than one month written notice to the Provider.
- 11.2.1 If you leave before the end of this period of notice you are still liable to pay the Provider your monthly contribution for the full month's notice period.
- 11.2.2 Following your departure, you will not be required to pay for any day within the remainder of your notice period where your room has been occupied by another resident.
- 11.3 The Provider cannot tell you to leave Viewpark Care Home without a review first being held, involving you/your representative, your Home's Manager and any other relevant professionals involved in your care.
- 11.3.1 The reasons for the review will be fully discussed, together with possible solutions, before any final decision is made on your continued stay within Viewpark Care Home.
- 11.4 After a review has taken place and it is agreed, the Provider shall be entitled to terminate this Contract upon giving you or your representative one month's notice in writing, or less where it is agreed that:
- 11.4.1 Your physical and/or mental condition deteriorates to the extent that we can no longer provide the service required to meet your assessed needs.
- 11.4.2 Your behaviour is persistently such that it causes a serious risk to the welfare or is detrimental to the peaceful enjoyment of other residents or poses a serious risk to the safety of staff or visitors to Viewpark Care Home.
- 11.4.3 You have persistently or seriously broken this Contract.
- 11.5 If the Provider must sell Viewpark Care Home as a going concern to another care provider, the Provider shall give you not less than four weeks' written notice.
- 11.6 In the unlikely event that the Provider must close Viewpark Care Home or make changes to our services to the extent that we are no longer able to retain your placement the Provider may terminate this Contract by giving not less than 13 weeks written notice to you.

- 11.6.1 The Provider shall fully cooperate with you, and/or your Representative to ensure that suitable alternative accommodation is secured.
- 11.7 During any notice period of this Agreement the Provider shall co-operate with you and or your representative to ensure that your needs are met throughout.
- 11.8 In the event of your death, this Agreement shall terminate automatically three days after the date of your death.

## **12. Future Arrangements**

- 12.1 The Provider will respect your cultural, spiritual and religious wishes related to death and these will be recorded in your Personal Plan and or Advanced Directive.
- 12.2 In the event of your death any items of jewellery, cash, bank books and insurance documents, which have been held in Viewpark Care Home for safekeeping, will be forwarded to your next-of-kin, Executor of your Will or legal representative.
- 12.3 In the event of your death any fees outstanding to the Council or Viewpark Care Home will be charged to your Estate.
- 12.4 If you have not made a Will and have no known next-of-kin, or legal representative the Provider will forward your personal items to the office of the Procurator Fiscal, who will attempt to trace your relations.
- 12.5 If you do not have anyone who can arrange your funeral, the Provider will make the necessary arrangements in consultation with your Representative or the person responsible for the payment of the costs.

## **13. Relationship of this Contract with Our Contract with the Council**

- 13.1 Where any of the instructions within this Contract conflicts with the terms of the Contract for the Provision of Free Nursing and/or Personal Care (Route 2) between the Provider and the Council then the terms of the Provider's contract with the Council shall prevail.

**14. Law of Scotland**

14.1 The construction, validity, performance and all other matters arising out of and in connection with the Contract shall be governed by the Law of Scotland.

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Signed..... Representative/Financial  
Print Name..... Date .....

Signed..... Representative/Welfare  
Print Name..... Date .....

Signed ..... (for the Providers)  
Print Name Susan Hill RGN Date .....

WEB COPY ONLY

## **Addendum Sheet One - Abercorn Care Limited** **Fees - Additional Information**

Care and accommodation fees range from £1000 to £1700 per week depending on room type and location within the Home. Fees are paid monthly, in advance, by standing order and are reviewed annually. Residents are given a minimum of one month's notice of any change in the level of their accommodation/care fees.

### **The fees cover the following costs:**

- Providing staff to deliver the nursing care and all other services such as cleaning and personal laundry.
- Providing the accommodation i.e. repayments on loans to build or refurbish the home.
- Maintenance of the building and running costs such as heating & lighting.
- The meals service.
- Provision and replacement of furnishings.
- The gardening services.
- Purchase of equipment such as hoists, slings etc.
- The repairs and maintenance services including redecoration.
- Administration services.

Residents over 65 years may qualify for the 'Free Personal and Nursing Care' funding which is at a level set by the Local Authorities, the amount each person is entitled to is reviewed each year. An assessment of need must be carried out by the Council/IJB Social Worker to establish if an Applicant/Resident is eligible for this funding. These payments are paid direct to the Abercorn Care Limited and are then deducted from the total care/accommodation fees, when the Council's payment process has been put in place, with the Resident liable for the balance.

### **Additional costs:**

There are services available which are not included in the care and accommodation fees and which the Resident must pay for separately. Details are covered in section six to this Contract under extras.

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MEMBER ONLY