

# RESIDENCY AGREEMENT

between

.....(Resident)

and

.....(Provider)

for the provision of care and accommodation at

.....(Care Home)

in

Room .....

This is the Written Agreement required by National Care Standards that sets out the terms and conditions of residency between the Resident and the Provider and links to the Provider's contract with the Council.

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## **1. Aims, Objectives and Principles of the Service**

- 1.1 We, the Provider shall meet all of your assessed needs in relation to accommodation, meals, activities, support, care, including, where applicable, nursing care.
- 1.2 The Service that you receive shall be flexible and designed to meet your needs as specified in your Care Plan and detailed in your Personal Plan. We shall employ and ensure that at all times sufficient qualified and suitably trained and experienced Staff are available to deliver the Service.
- 1.3 The Service that you receive shall comply with the relevant Care Standards, and shall promote the principles behind the Care Standards, which include dignity, privacy, choice, safety, realising potential, equality and diversity. A copy of the Care Standards shall be available on request from either your Care Manager or the Care Home. Upon request, we shall be pleased to make available copy(ies) of Inspection Reports issued by the Care Commission in respect of our Care Home.
- 1.4 We shall follow the requirements set out in this Residency Agreement and the Care Home Contract in place between us and The Highland Council. A copy of the Council's Care Home Contract may be obtained from your Care Manager.
- 1.5 You and your Representative shall be consulted on all significant proposals, which affect your life or comfort, and your views shall be taken into account.
- 1.6 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 provided.

## **2. Definitions**

**“Care Assessment”** means the community care assessment of your needs which is arranged and approved by the Council.

**“Care Commission”** means the Scottish Commission for the Regulation of Care, a national body which regulates care services and having its Head Office at Compass House, 11 Riverside Drive, Dundee and its local office at Unit 4, 39-41 Harbour Road, Inverness IV1 1UA (tel. 01463 227630).

**“Care Manager”** means the person chosen by the Council to assess, oversee and review the care provided to you by us.

**“Care Standards”** means the National Care Standards Care Homes for Older People which describe what you can expect to receive from us.

**“Personal Plan”** means the plan developed between us which details your needs and preferences and sets out how these shall be met in a way that you find acceptable.

## **3. Trial Period**

- 3.1 The first four weeks of your stay shall be regarded as a Trial Period to ensure that the Care Home is suitable for you. This period may be extended by agreement between you, us and the Council to allow the Council further consideration of your care needs.

## **4. Accommodation**

- 4.1 Your room shall be a single / double / en-suite / [delete as appropriate] furnished room which we shall maintain in good decorative order and which shall include a lockable facility. Should you wish, we shall provide a lock and key for your room.
- 4.2 No tenancy of any kind is intended to be created in respect of the occupancy of your room. You shall only be requested to move from your appointed room if it is absolutely necessary, and only with your consent and consent of the Council in advance, except in the event of an emergency. Following the emergency, which necessitated the move, you shall be returned to your former room if you so request and if appropriate.
- 4.3 You are welcome to bring personal possessions and furnishings into the Care Home to personalise your room, provided that other Residents or Staff are not inconvenienced or put at risk. We shall give you a written inventory of your possessions and furnishings upon your admission to the Care Home, and we shall keep a copy for our records and shall update it as appropriate.

It must be noted that electrical items are subject to testing in order to ensure safety and we cannot allow unsafe appliances to be used within the Care Home. You are responsible for having equipment safety tested prior to admission and we shall require evidence that this has been satisfactorily carried out. We shall be responsible for subsequent safety testing, but repair and replacement of equipment belonging to you remains your own responsibility.

Any furnishings and furniture that you wish to bring into the Care Home must comply with fire safety requirements. We reserve the right to refuse to allow any item to be brought into the home where we consider it to be a fire risk or other hazard.

- 4.4 We shall provide light and heat and shall explain to you how you may control the temperature in your room.
- 4.5 We shall ensure that your room is in good decorative order. If you choose to have your own room decorated to reflect your own taste you shall meet any additional costs incurred.
- 4.6 We shall ensure a high standard of cleanliness in your room and throughout the Care Home.
- 4.7 We shall provide you with bed linen, towels, flannels, sponges, toiletries and similar items for your own use together with a laundry service for your personal clothing, except dry cleaning. Bed linen shall be changed weekly and as necessary. Personal laundry must be labelled and machine washable. If you require assistance labelling clothes we shall be pleased to help. As the machines are industrial, clothing may wear out quicker than in a domestic situation. Please note that we are not responsible for supplying you with personal clothing.

- 4.8 Within the Care Home you shall have unrestricted access to:

List (e.g. your own room, specified communal areas, gardens, etc.) \*

\* amend as necessary

- 4.9 We shall provide you with a choice of menu for breakfast, lunch and evening meal which shall accommodate your dietary needs and, as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.
- 4.10 Either

There is a policy of no smoking throughout the Care Home.

or

You cannot smoke in your bedroom but you may smoke in the designated smoking areas in the Care Home [*insert locations*].

4.11 Either

We have a policy that no alcohol may be consumed in the Care Home.

or

You are free to consume alcohol if you wish. If we have concerns about the effects on you, your medication and /or other Residents or members of Staff, we shall review this together in your Personal Plan.

## **5. Care to be Provided**

5.1 We shall provide you with personal care in accordance with your assessed needs and Care Plan as supplied to us by your Care Manager, a copy of which shall be given to you by your Care Manager. We shall develop this with you into a more detailed Personal Plan during your Trial Period in the Care Home. We shall then review this with you as required, and at least every 6 months.

5.2 Your Care 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.

5.3 Where your care needs change significantly we shall request a review with your Care Manager.

5.4 Either

We offer nursing care, and shall provide this to you where this has been agreed in your Care Plan.

or

Whilst we do not offer nursing care ourselves, we shall make arrangements with the National Health Service (NHS) Community Nursing Service on your behalf.

5.5 We shall choose a named member of our Staff to be your key worker who shall be responsible for overseeing your day to day care, and to discuss with you your care needs on an ongoing basis.

5.6 You may still use the services of your own general practitioner (GP), if the GP so agrees, or we shall assist you to transfer to a local GP. If you register privately with a GP the supply of drugs and medications shall also be private and any charges arising shall be made accordingly.

5.7 We shall enlist the support of the NHS as necessary for routine health checks and also to enable you to remain in the Care Home in the event of illness, should you so wish, unless your GP recommends alternative arrangements.

- 5.8 The administration of your medicines shall be discussed and agreed with you, and shall be recorded in your Personal Plan.
- 5.9 There shall be a choice of social and recreational activities if you wish to participate. You shall be consulted in the planning of these activities.

## **6. Our Obligations To You**

We agree:

- 6.1 to ensure that the Care Home complies with the conditions of registration and maintain at the Care Home at all times the standard of care required by the Care Commission and the Council.
- 6.2 to participate in an assessment of your needs in conjunction with the Council and the development of a Personal Plan.
- 6.3 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.
- 6.4 to contact your Representative and Care Manager in the event that you are involved in an accident or incident.
- 6.5 to provide on request safekeeping for your personal effects required to be brought into the Care Home up to such limit of value as we may from time to time determine. Further details shall be made available upon request.
- 6.6 to treat all information relating to you as confidential and we shall ensure that you and/or your Representative have access to your Personal Plan and any other information relevant to you.
- 6.7 to assist you, where possible, to maintain a lifestyle of your choice.
- 6.8 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 in the Care Home.
- 6.9 to ensure you can make and receive telephone calls in private.
- 6.10 to welcome your visitors to the Care Home without prior notice, at all reasonable times, provided their visits do not inconvenience other Residents.
- 6.11 to support you if you decide to refuse to see visitors and if requested we shall advise visitors of your decision.
- 6.12 to ensure Care Home Staff are not permitted to become an Executor in respect of your Will.
- 6.13 to ensure 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 us and the Council.

## **7. Your Obligations To Us**

You agree:

- 7.1 to inform us of any medication that you administer yourself, and allow us to monitor this.
- 7.2 that you have a responsibility for the safety of the Care Home which you share with others, therefore safety regulations must be observed.

You are asked to observe:

- i) Fire drills and inspections are carried out at regular intervals and your co-operation is essential.
  - ii) We have clear guidelines on smoking, alcohol and drugs which are issued for the protection of all Residents and Staff.
- 7.3 to inform us any time that you leave the Care Home, whether unaccompanied or with visitors, and also to give us an approximate time of return. We shall not be responsible for you once you are outside the Care Home unless you are accompanied by a member of our Staff.

- 7.4 that should you wish to install a telephone in your room, you shall be responsible for meeting the costs of installation, rental and call charges.

- 7.5 Either

that should you wish to bring a domestic pet into the Care Home and you have been assessed as able to care for the pet without significant support, you may do so with our agreement and the agreement of the other Residents. You shall be responsible for the care of the pet together with any costs including food and veterinary bills.

or

that you shall not bring a domestic pet into the 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.

- 7.6 to leave the Care Home permanently on termination of this Agreement.

## **8. Suggestions and Complaints**

- 8.1 You are welcome to make comments or suggestions at any time in respect of the service you receive from us.

- 8.2 Should you wish to receive independent assistance or advice we shall help you to contact your Care Manager or other relevant advocate.

- 8.3 Should you be dissatisfied with any aspect of our service, you have the right to complain to us, the Care Commission (who may be contacted at the address and telephone number stated at 2 above) and/or the Council (who may be contacted at Customer Care and Consultation Officer, The Highland Council, Social Work Services, Kinmylies Building, Leachkin Road, Inverness, IV3 8NN). We would encourage you to talk to us in the first instance. Your key worker or Care Home manager shall be pleased to discuss with you or your Representative, any concerns that you may have. If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Care Commission or the Council, we shall assist you to do this.

- 8.4 A copy of our complaints policies and procedures are attached.

## 9. Payment of Fees

9.1 The weekly fee is detailed in the Individual Placement Agreement issued to you by the Council. This sets out the amount of the contribution you are required to pay as determined by a financial assessment by the Council.

9.2 Any changes in your contribution, which may include the annual uprating of Department for Work & Pensions benefits and/or any changes to your financial circumstances, shall be notified to you by the Council.

Either

9.3 Where we collect your contribution, [insert either a) or b)]

a) Payment shall be in arrears although we may invoice you in advance. If the timing of your Department for Works and Pensions benefits payments prevents you from being able to meet the arrangements as set out in 9.4 below, we shall be pleased to arrange an alternative plan with you and your Care Manager.

b) Payment shall be [*to a maximum of 4 weeks*] in advance. If the timing of your Department for Works and Pensions benefits payments prevents you from being able to meet the arrangements as set out in 9.4 below, we shall be pleased to arrange an alternative plan with you and your Care Manager.

Or

9.4 Where the Council collects your contribution, your Care Manager shall advise you of the Council's collection arrangements.

9.5 Payment arrangements are as follows:

*<insert payment arrangements>*

9.6 Where we collect your contribution and you fail to pay an invoice within 14 days from the due date or 14 days from the date of the invoice (whichever is the later), then we shall inform the Council who shall seek to recover the debt on our behalf.

9.7 *Either*

If you are admitted to hospital we shall keep your room for 4 weeks. Subject to agreement between the Council and ourselves, this period may be extended if necessary. You shall be required to continue to pay your contribution throughout your hospital stay.

*Or*

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 shall be required to pay the full weekly fee thereafter. Upon your discharge from hospital your entitlement to Free Personal and/or Nursing Care shall normally be reinstated by the Council.

9.8 If you terminate your placement at the Care Home without giving the required notice as detailed in Section 14, your fees shall be charged at the normal weekly rate for the unexpired notice period.

9.9 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 three day period) after which this Agreement shall terminate. Under normal circumstances we shall ask that your room be cleared within three days. However if this is not possible, we can make arrangements to clear your room and store items at the Care Home for seven days. If there has been any overpayment or we have been holding money on your behalf this shall be refunded to your Estate.

- 9.10 Negotiations between ourselves and the Council in respect of fee rates from 9<sup>th</sup> April 2007 and beyond are still in progress. Once these are complete we shall inform you of the outcome, and if necessary we shall advise you of any necessary amendments to this Agreement.

## **10. Additional Charges**

### Additional Service Charges

#### 10.1 *Either*

There is no Additional Service Charge over and above the Council's Approved Rate for the cost of your Care and Accommodation. If you wish to purchase Extras, details are set out in Section 11.

*Or*

There is an Additional Service Charge of [*insert amount*] over and above the Council's Approved Rate for the Service you have chosen. This Additional Service Charge covers the following additional facilities, goods and services which have been agreed with the Council:

*List facilities, goods and services in accordance with Appendix 1 of National Care Home Contract.*

If you wish to purchase Extras, details are set out in Section 11.

- 10.2 The Additional Service Charge is payable by a third party, or by yourself, where you have sufficient savings or income (excluding your personal allowance) to pay.

#### 10.3 *Either*

Where we collect your contribution towards your fees payment arrangements for the Additional Service Charge shall be the same as those for your Contribution towards fees.

*or*

Where the Council collects your contribution towards your fees the Additional Service Charge must be paid directly to us. Payment arrangements are as follows:  
<*insert payment arrangements*>

- 10.4 Where you consider that we are not providing the agreed Additional Services we shall be pleased to discuss your concerns. You have the right to use our suggestions and complaints procedures as detailed in Section 8 of this Agreement.

- 10.5 If you have chosen to pay an Additional Service Charge and these payments have not been paid by you or your Representative for 4 continuous weeks or are 4 weeks in arrears, we shall arrange for a review of your placement to take place as soon as is practicable after which we may require you to move to less expensive accommodation within the Care Home. If there is no such accommodation available, you may be required to move to another Care Home. Should this be necessary, we shall fully cooperate with you, the

Council and/or your Representative to ensure that suitable alternative accommodation is secured.

- 10.6 We have agreed with the Council that the Price for your Care and Accommodation which includes the Additional Service Charge shall remain fixed until 6<sup>th</sup> April 2008.

Additional Care Charges [If Applicable]

- 10.7 The Council has agreed we will provide you with extra care consisting of:  
<insert detailed additional inputs / arrangements> to meet your needs which are above the normal level expected for this type of Care Home.
- 10.8 Review arrangements: these additional care needs shall be reviewed in line with Section 5.1 and more frequently if necessary.

**11. Extras**

- 11.1 We can arrange the following extra goods or services in addition to those covered by the Price for your Care and Accommodation. You shall be responsible for the payment of these goods or services and we shall advise you of their cost beforehand.

Insert list of extras

{Examples of which may include:

- Hairdressing
- Aromatherapy Massage
- Newspapers
- Shopping Trolley
- Dry cleaning
- Mobile Clothing Shop
- 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 Price for your Care and Accommodation.

- Chiropody
- Opticians
- Dentistry
- Physiotherapy
- Transportation and Staff escorts to and from medical appointments }

- 11.2 We shall issue you with full, detailed separate invoices in arrears in respect of any extra goods or services that you request us to arrange or provide.

<insert invoicing and payment arrangements>

**12. Personal Expenses Allowance**

- 12.1 Should we become your appointee we shall maintain records of income and expenditure involving the collection and payment of your fees and any additional charges. We shall support you and/or your Representative in the examination and understanding of such records, which we shall make available upon request.

12.2 Where we manage your finances, whether we act as appointee for receipt of your Department for Work and Pensions benefits or simply, where we manage your personal allowance on your behalf, we shall:-

- i) hold sufficient cash to meet incidental expenses for a two week period and allow you easy and flexible access to your funds;
- ii) hold your personal funds over £500 in your own interest bearing account or [insert amount if lower than £500];

12.3 We shall not use any part of your personal allowance to pay towards any part of the cost of your care.

### **13. Insurance**

13.1 Whilst we have insurance covering all aspects of the provision of the service, this does not extend to your personal property [*exceeding the value of £XXX*]. We shall make good any loss or damage to your property which is the result of our negligence, but you may wish to make your own arrangements to insure all personal property which you bring into the Care Home. Further details of our insurance covers shall be made available upon request.

13.2 We shall not be held liable for any items of personal possessions and furnishings not notified to us for inclusion on the inventory.

### **14. Notice and Termination Periods for this Agreement**

#### Short Term Placement

14.1 If you have been admitted to the Care Home on a short term basis, this Agreement shall terminate automatically at the end of this predetermined period unless we, you and the Council agree to vary the duration.

#### Trial Period

14.2 Throughout the duration of your initial Trial Period in the Care Home:-

We shall after consultation with the Council, be entitled to give a minimum of 7 days' written notice of our intention to terminate your placement in the Care Home.

You or your Representative may terminate your placement in the Care Home by giving not less than 7 days' notice. If you leave before the end of this period of notice you are still liable to pay us your basic contribution for the full 7 days' notice period. After your departure, you shall not be required to pay for any day within the remainder of your notice period where your room has been occupied by another Resident.

14.3 After your Trial Period you and/or your Representative may terminate this Agreement for any reason by giving not less than 14 days written notice to both the Council and to us. If you leave before the end of this period of notice you are still liable to pay us your contribution for the full 14 days notice period. After your departure, you shall not be required to pay for any day within the remainder of your notice period where your room has been occupied by another Resident.

#### Long Term Placement

- 14.4 We cannot tell you to leave the Care Home without a review being held first, involving you/your Representative, your Care Manager and any other relevant professional involved in your care. The reasons for the review shall be fully discussed together with possible solutions before any final decision is made on your continued stay within the Care Home.
- 14.5 After a review has taken place and where we and the Council agree, we shall be entitled to terminate this Agreement upon giving you and the Council 4 weeks notice in writing, or less where both we and the Council agree that:
- i) your physical and/or mental condition deteriorates to the extent that we can no longer provide the service required to meet your assessed needs.
  - ii) 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 the Care Home.
  - iii) you have persistently or seriously broken this Agreement.
- 14.6 In the event that we are to sell the Care Home as a going concern to another care provider, we shall give you not less than 4 weeks' written notice.
- 14.7 In the event that we are to close the Care Home, or make changes to our services to the extent that we are no longer be able to keep your placement in the Care Home we may terminate this Agreement by giving not less than 13 weeks written notice to you and the Council. We shall fully cooperate with you, the Council and/or your Representative to ensure that suitable alternative accommodation is secured.
- 14.8 During any notice period of this Agreement we shall co-operate with the Council to ensure that your needs are met throughout.
- 14.9 In the event of your death, this Agreement shall terminate automatically three days after the date of your death.

## **15. Future Arrangements**

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

## **16. Relationship of this Agreement with our Contract with the Council**

- 16.1 Where any of the information in this Agreement conflicts with the terms of the National Contract between us and the Council then the terms of our contract with the Council shall prevail.

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Signature for and on behalf of the Provider

On \_\_\_\_\_ (date)  
At \_\_\_\_\_ (place)

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Signature of the Resident

On \_\_\_\_\_ (date)  
At \_\_\_\_\_ (place)