

### **CONTRACT AGREEMENT FOR THE PROVISION OF RESIDENTIAL CARE AND SUPPORT SERVICES AT:**

\_\_\_\_\_ (the Home)

This is a Contract Agreement between:

The Provider: Ambient Support, Unit 9 Bourne Court, Unity Trading Estate, Southend Road, Woodford, Essex, IG8 8HD, our Registered Office, to be used for all formal communication.

**and**

The Resident: .....  
*(Name)*

Previously of: .....  
*(Address)*

Or the named person below who is taking responsibility for the Resident's finances:

.....

Relationship or capacity under which the above person is known to the Resident:

.....

In respect of: Permanent or Respite Care/  
Short Breaks  
*(Please delete as appropriate)*

Room Number: \_\_\_\_\_

£ : per week

DATE THIS CONTRACT AGREEMENT COMMENCED:

.....

Ambient Support undertakes to operate the Home in accordance with all statutory legislation in relation to the provision of Registered Care Homes. This includes the Fundamental Standards and all requirements in relation to registration with the Care Quality Commission (CQC).

This agreement is a contract that sets out the terms under which the Resident will occupy accommodation at the Home and receive care and support according to the Resident's identified needs as detailed in their Assessment. **The Resident and/or the person with responsibility for their finances are advised to read this contract carefully before signing it** and, if felt appropriate, obtain professional legal advice.

**This document can be made available in other languages, Braille, audio, large print or any other formats to meet individual needs, on request.**

## **1. Assessment and Care Plan**

- 1.1 An assessment of the Resident's needs will be completed prior to moving in. An initial Care Plan will be prepared and agreed with the Resident and/or their family when they move in. Over the following few weeks, in discussion with the Resident, their family and/or significant others, we will review the Care Plan to ensure that the Resident's needs will be met in accordance with the care and support required.
- 1.2 The Resident, or their family or significant other, is required to make the home aware and provide information about the Resident's personal, emotional and health needs prior to moving in.
- 1.3 In consultation with the Resident, the Resident will be allocated a suitable key worker following their arrival at the Home.
- 1.4 The Resident or their family or significant other will need to provide evidence of funds to pay for the service requested before the Resident can move in.

## **2. Settling-in Period**

- 2.1 The first 6 weeks of any arrangement shall be regarded as a settling-in period to ensure that the Resident's needs can be met appropriately and they are happy to stay. This period may be extended by mutual agreement with the Resident, their family or significant other and must be in writing. Any party involved may cancel the arrangement during this period by giving written notice of at least 1 week.
- 2.2 During the settling-in period, the Resident's needs will be assessed regularly, and on completion of the settling-in period a meeting will be arranged between all parties, where a care review will be undertaken and any concerns may be discussed.
- 2.3 During the settling in period, if the Home considers that it is unable to meet the Resident's needs as a result of the care review referred to in clause 2.2 above, the Home shall inform the Resident and their family or significant other of this as promptly as possible and shall permit the Resident and their family or significant other a reasonable period of, no less than seven days, to secure alternative accommodation.
- 2.4 If the Resident does not wish to remain at the Home during and up until the end of the settling-in period, they must inform the Home as soon as possible and in any event at least seven days prior to the end of the settling-in period.

## **3. Occupancy**

### **3.1 *Type of Room***

- 3.1.1 Under this agreement, the Resident will occupy single accommodation at the Home unless they request otherwise.
- 3.1.2 The Resident will occupy accommodation at the Home as a licensee and will not be entitled to exclusive possession of any accommodation, nor have an interest in land or buildings comprised in the Home.
- 3.1.3 The accommodation made available to the Resident may be changed by the Home Manager, who will send a written

explanation for the move to the Resident and their family or significant other. No such change will take place without consultation with the Resident and their family or significant other in advance except in an emergency. If the Resident does not wish to move, the Resident and the family or significant other are entitled to terminate this agreement without penalty. The Resident may also choose to move rooms, subject to availability and financial considerations.

3.1.4 All electrical items brought into the home by the Resident or purchased later must conform to appropriate safety requirements. (All electrical items will undergo an annual Portable Appliance Test – PAT – by Ambient Support and must meet the required standards). If an item is not deemed safe the Resident will be asked if it can be removed from their room.

## 3.2 *Cleaning*

3.2.1 The Resident's room and other communal areas will be cleaned, maintained and decorated by the Home to a reasonable standard as required.

## 3.3 *Laundry*

3.3.1 The Home will provide towels and bed linen for the Resident unless the Resident wishes to use their own. All Laundry services will be provided. All personal clothing and items should be clearly labelled with the Resident's name and should be machine washable, on a minimum 60° wash.

3.3.2 Where items are not machine washable this should be clearly labelled and communicated to staff and will then be the responsibility of the Resident and their family or significant other.

3.3.3 The Home shall not be held responsible for items of clothing damaged in the normal process of laundering unless the Home has been negligent in the provision of the laundry service.

### 3.4 *Staffing*

3.4.1 The Home accepts responsibility for, and will provide, sufficiently skilled, experienced and competent staff to meet the needs of the Residents for 24 hours a day.

### 3.5 *Day Care*

3.5.1 Support will be given in obtaining day services where the Resident, family or significant other requests it. All charges, including transport and additional staff, where required, relating to these day services will be the responsibility of the Resident, family or significant other.

### 3.6 *Social Functions and Outings*

3.6.1 Social events will be provided in the Home for the Resident to take part in, if they wish. Where there is a charge attached to an activity, the Resident, their family or significant other is responsible for paying this and will be made aware of any charges in advance.

### 3.7 *Meals*

3.7.1 The Home will provide the Resident with 3 meals a day, with hot and cold drinks, fresh fruit and snacks available throughout the day. Sample menus will be made available prior to moving in. Choices are available at all meal times and preferences, special dietary or cultural requirements will be catered for.

### 3.8 *Furnishings*

3.8.1 Bedrooms will be furnished. The Resident may bring in personal possessions including items of furniture that meet with health and safety requirements and with the prior agreement of the Home Manager. Transportation, insurance and the eventual removal of such items will be the responsibility of the Resident or their family or significant other.

### 3.9 *Pets*

3.9.1 Pets may be brought to the Home and kept there by the Resident only with the prior agreement of the Home Manager. The wishes of existing Residents will be taken into account when reaching a decision.

3.9.2 The Resident, family or significant other will be responsible for all costs and wellbeing associated with their pet(s).

### 3.10 *Open Access*

3.10.1 The Resident will have use of all communal areas provided within the Home, including the gardens.

### 3.11 *Telephone*

3.11.1 Arrangements will be made for the Resident to make or receive telephone calls in private where possible. The Resident may, with the consent of the Home Manager, have a private telephone installed in their own room, but all costs arising from installation, line rental, maintenance, equipment and call charges shall be the responsibility of the Resident, family or significant other.

3.11.2 Guest Wi-Fi is available, upon request of password, and can be used by Residents, for example when communicating with family and friends, using their own equipment.

### 3.12 *Freedom of Worship*

3.12.1 The Resident will be supported to pursue their religious beliefs and practices. Necessary/suitable arrangements to participate in this may be provided by staff, on agreement with the Manager. Where there is a charge attached to this activity (e.g. additional staff support/transport), the Resident, family or the significant other is responsible for paying this and will be made aware of any charges in advance.

### 3.13 Additional Services

3.13.1 Where the Resident, family or the significant other specifically requests any provisions additional to those normally provided by the Home, the Resident, family or significant other shall be responsible for all costs and charges incurred in purchasing these provisions, including support by a member of staff and any related transport costs. As far as is practicable, the Home will seek to obtain services already available from the NHS, Social Services or other appropriate organisations without any charge to the Resident, family or significant other.

3.13.2 Where the Resident needs to attend any health appointments and cannot be escorted by a family member or friend, a member of staff may escort them. There will be a charge for the staff member and any related transport charges.

## 4. Fees

4.1 The Resident will pay the Home the following weekly fee:

£ : per week

4.2 Upon moving in a payment is required to cover the 6 weeks settling in period or the agreed period of respite care.

4.3 Subsequently fees are payable 4 weekly in advance by direct debit. Payments not made by direct debit will incur a 1% surcharge.

4.4 The fees include:

- Accommodation, as outlined in clause 3.1 above;
- Full board with a choice of meals at mealtimes as outlined in clause 3.7;
- The provision of care and support as identified in the Resident's Care Plan;
- Laundry facilities as outlined in clause 3.3 above;

4.5 There will be an additional charge for the following items when supplied or arranged on behalf of the Resident by the Home. An itemised record of costs and charges will be provided to the Resident:

- Alcoholic drinks;
- Dry cleaning services;
- Hairdressing;
- Newspapers;
- Personal toiletries;
- Personal clothing;
- Private telephone calls;
- Taxis;
- Tobacco;
- Confectionary;
- Outings;
- Labelling any clothing items that are not labelled.

4.6 If any fees are not paid within 14 days of the due date, then the Resident, family and/or their significant other shall be liable to pay interest at the rate of 3% over Barclays Bank base rate on any sums not paid. This interest will be calculated on a daily basis until the date when the fees are paid.

4.7 Non-payment of fees will be pursued through the legal system if not paid within one month of due date.

4.8 Fees will be reviewed in February of each year as set out in this contract, with any change becoming effective from the 1<sup>st</sup> of April.

4.9 4 weeks' written notice will usually be given to the Resident, family or significant other detailing any changes in fees payable resulting from the financial review outlined in clause 4.8 above.



- 4.10 The fees payable to Ambient Support may also change in accordance with changes in the level of care and support or accommodation required.
- 4.11 In the event of the death of the Resident, any fees outstanding under this Agreement will be charged to the Resident's estate or the named person in this agreement taking responsibility for the Resident's finances. Where fees have been paid in advance these will be repaid to the Resident's estate.

## **5. Termination of this Contract**

- 5.1 This Agreement shall continue in force unless terminated by either party giving 4 weeks' written notice to the other party or by the death of the Resident.
- 5.2 Should the Resident leave the Home without giving the required notice, payment of fees in lieu of notice (i.e. 4 weeks) will be charged.
- 5.3 The Home may give notice to terminate this Agreement in the following instances:
- 5.3.1 If, having consulted with the Resident, their family or significant other and taken advice from the appropriate members of the primary healthcare team concerning the present and future needs of the Resident, the Home feels that it is no longer able to meet the Resident's needs;
  - 5.3.2 If Ambient Support are required to act by a notice in writing issued by the CQC. In this event, the notice period shall be reduced (where appropriate) to such period as may be required by the CQC;
  - 5.3.3 If the Resident's behaviour is detrimental to the wellbeing of other Residents, staff or the environment of the Home this would be discussed with the resident and a reasonable opportunity given to remedy this, prior to giving notice of termination;
  - 5.3.4 If in exceptional situations, the behaviour of the resident, their family, or significant other results in serious concerns about the safety and welfare of other residents, staff or the

operation of the Home, Ambient Support will be entitled to terminate this Agreement by giving 24 hours' written notice. The Home will inform the Resident, family or significant other immediately;

5.3.5 If any amount due is not paid within 15 days of the due date.

5.4 This agreement will also end upon the Home being closed or its registration being withdrawn.

5.5 In the event of the Resident's death, this agreement will be terminated immediately and Ambient Support will be entitled to fees for the 7 days following the death. Should the Home incur any other expenses in relation to the Resident, or if there are any fees outstanding, then Ambient Support will be entitled to seek payment from the Resident's Estate.

5.6 Relatives or significant others will have access to the bedroom during this period, after making prior arrangements with the Home Manager.

5.7 The deceased Resident's belongings should be removed within 7 days. If these are not removed Ambient Support reserves the right to charge fees after this period. Notice may be given in writing to the Resident, family or significant other requiring property to be removed. The notice will give details of the property to be collected and specify any charges due to the Home up to the date of the notice.

5.8 If the property has not been removed from the home after one month from the date of the notice being received, the Home shall be entitled to sell or dispose of the property. If costs are incurred in disposing of the property these will be required to be met by the Resident or their estate.

5.9 The Home will not make funeral arrangements unless by prior arrangement or if there are no family members or significant others. Any costs incurred will not be covered by Ambient Support.

5.10 Before funds are released, Ambient Support will require evidence of the deceased person's beneficiaries, either by sight of the

Grant of Representation (a document used as proof to show the correct person or persons have the authority to administer a deceased person's estate and issued by The Probate Service), a signed Will or a letter from a solicitor. In the absence of any of the above we will require a written statement signed by all person(s) who claim to be beneficiaries.

## **6. Absences**

- 6.1 If the Resident is temporarily absent from the Home fees will still be payable in full during this absence, including stays in hospital up to 28 days.
- 6.2 The Resident's room shall not be occupied by another Resident during such absence. Should the Resident be absent for more than 28 days, the weekly fee will be discounted by 10%.

## **7. Visiting**

- 7.1 There are no formal restrictions to visiting arrangements within the Home. However, for the comfort and security of all Residents, visiting is requested to be at 'reasonable hours' unless suitable arrangements can be made between the Resident and the Home Manager.
- 7.2 The Home will not accept any threatening or abusive behaviour to other Residents or staff by relatives or visitors and should this occur the perpetrator will be asked to leave the Home and the police will be called if deemed appropriate.

## **8. Medical Arrangements**

- 8.1 Where the home is not already assigned to a GP surgery by the NHS, Residents will be encouraged to register with a General Medical Practitioner of their choice and the Home will enable the Resident to consult with the GP in private.
- 8.2 The Resident may elect to take charge of their own medication. This must be agreed with the Manager of the Home and the Care Manager, if appropriate, or significant other and must be kept in a secure (lockable) place in the Resident's room. The Home will ensure that a risk assessment is in place to protect the Resident from any adverse misuse of this medication.

8.3 Where the Home is responsible for administering medication to a Resident, this will be done in accordance with Ambient Support's policy on Administration of Medication.

8.4 The Home will support the Resident to have access to medically related services such as dentists, physiotherapists, chiropodists, opticians and audiologists of the Resident's choosing. Where there is a cost involved the Resident, family and/or the significant other will be required to agree payment prior to an appointment being made.

## 9. Liability

9.1 The Home will have the following insurance cover in place:

- Employer's liability;
- Public liability;
- Building and contents; and
- Professional indemnity.

9.2 Residents are responsible for insuring their own personal belongings in the Home.

9.3 The Home shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents, jewellery or personal effects of the Resident unless the Home has been negligent, fraudulent or breached this Agreement in respect of the Resident's belongings.

9.4 The Home does not restrict the Resident from leaving the premises but we request that they inform the Home Manager or a member of care staff prior to leaving. Residents are also requested to sign out and back in again. The Home shall not be responsible for the Resident once they are outside the premises if when they leave they are not accompanied by a member of staff of the Home, **unless** the Home has been negligent or has breached any duty it may owe to the Resident (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

## **10. Privacy and Confidentiality**

- 10.1 The Resident has the right to be provided with a written policy and explanation on privacy and confidentiality.
- 10.2 Designated lockable facilities will be provided for the Resident in their room.
- 10.3 The Resident will have access to their Care Plan. No-one else without statutory authority will be able to gain access without the Resident's prior written consent.
- 10.4 The Home will ensure that all personal data is processed in a manner which accords with the Data Protection Act 1998.

## **11. Personal Monies/Belongings**

- 11.1 A financial risk assessment will be completed for any Resident moving into the home which will be regularly reviewed.
- 11.2 If the Resident does not wish to manage their financial affairs, they should arrange for a representative to do so on their behalf.
- 11.3 If the Resident is unable to manage their financial affairs, an appointee or legal representative should act on their behalf.
- 11.4 The Manager and staff of the Home are allowed to handle a limited amount of Residents' money and only with the prior consent of the Resident, family or their significant other. If the Resident is unable to provide consent in this matter, consent will be sought from the person to whom a Power of Attorney, Receivership, Appointeeship or other form of legal authority has been granted. The Home will keep, and make available for inspection, accounts and records of any and all such transactions and regular statements can be provided on request to the Resident or other party as agreed with the Resident.
- 11.5 A full inventory of personal items, including clothing, will be made by a member of staff and the Resident or their family or significant other on moving into the Home. The Resident, their family or significant other is responsible for informing staff of additions, or removing items to the inventory in order that a proper record can be kept at all times.

## **12. Regular Reviews**

- 12.1 A Care Plan, tailored to meet the individual needs of the Resident will be developed. This will be in conjunction with the Resident, and their family or significant other if the Resident wishes them to be involved. This plan will be regularly reviewed by the Home in full consultation with the Resident, their family and/or appropriate other and, where appropriate, external healthcare and social care professionals.
- 12.2 Reviews shall take place one month after the Resident has moved in and regularly thereafter in order to monitor and evaluate any changing needs that the Resident may have. Details of reviews will be clearly documented and kept securely.

## **13. Complaints**

- 13.1 The Home shall provide the Resident with a copy of its Complaints Procedure upon the Resident taking up residence at the Home. The Resident may request a further copy of the Complaints Procedure at any time.
- 13.2 If the Resident or significant other wishes to make a complaint, they should refer to the Home's Complaints Procedure for guidance as to the appropriate course of action.
- 13.3 If, for any reason, the Resident or significant other is dissatisfied with Ambient Support's response to their complaint, the Resident can refer the complaint to the CQC, which is responsible for ensuring that standards in care homes are maintained, the local Social Services Department or the Local Government Ombudsman.

## **14. Quality Assurance**

- 14.1 The Home runs a Quality Assurance system that allows the Home Manager to operate to a clear set of standards with relevant policies, procedures and methods for monitoring, reviewing and auditing. The Resident and their family or the significant other will be asked for their views and comments as part of this process.
- 14.2 The Home is inspected by the CQC and these reports are available in the Home or on-line at [www.cqc.org.uk](http://www.cqc.org.uk). The CQC

may ask to meet with residents or may request contact details of relatives or significant others to seek feedback on the quality of service provided. This information will be provided unless the Resident's family or significant other requests us not to do so.

## 15. Principles of Occupancy

15.1 The Resident agrees to observe the principles of occupancy of the Home, which shall be made available for the Resident, their family or significant other.

15.2 The Home shall be entitled to make reasonable modifications to the Residents' principles of occupancy provided that all Residents at the Home are consulted and given 4 weeks' notice of any modifications.

15.3 If the Resident objects to any modifications made to the principles of occupancy he or she may terminate this Agreement under clause 5.1.

## 16. Miscellaneous

16.1 The Resident agrees that this Agreement will take precedence over any other agreements made between the parties, verbally or in writing, and agrees to abide by this Agreement. No variation of these terms and conditions is permitted unless any such variations have been previously agreed by the Home in writing.

**All Parties to this contract confirm that they have read and understood all the terms and conditions contained in this Agreement.**

In witness whereof the parties have executed this Agreement:

Signed by (the Resident): .....

Date: .....

Signed (for the Home): .....

Name: .....

Date: .....

Signed (person responsible for the Resident's finances):.....

Capacity in which signed .....

Name: .....

Date: .....

I confirm that I have received the home's Service User Guide.

Signed: .....

Date: .....

**Note: The signing of this Agreement as the Person taking responsibility for the Resident's finances in the absence of any signature by the Resident will deem that person to be a direct party to this Contract and liable for all fees arising therefrom.**

