

REDFORD NURSING HOME

AGREEMENT OF TERMS AND CONDITIONS OF RESIDENCY

Introduction

We the provider, shall meet your assessed needs in relation to accommodation, meals, activities, support and care, including where applicable nursing care. This will form the basis of your personal care plan. The Care Service within the home is designed to achieve and deliver a service of the highest quality that will improve and sustain your overall quality of life. This service will be delivered flexibly, attentively and in a non discriminatory manner. You can be assured that your needs and values will be respected with regard to religion, culture, race, ethnicity, sexuality, sexual orientation, political affiliation, marital status, parenthood, age and disabilities and impairments. We will ensure that the care service in whole is delivered in accordance with the statement of terms and conditions agreed at the point of moving into the home. We manage and implement a formal programme of staff planning, selection, recruitment, training and personal development to enable your care needs to be met. We will manage your care efficiently and effectively to ensure best use of resources. We shall comply with the National Care Standards (care homes for older people) and shall promote the principles of these which include dignity, privacy, choice and safety, equality and diversity. A copy of the Care Standards will be made available to you on request, and we will be pleased to supply you with copies of inspection reports of the home. We will ensure that you receive written information of our procedures for handling complaints, comments and complements. You will also receive full information on how you can address your complaint to the Scottish Commission for the Regulation of Care (Care Commission). Prior to taking up residence, these terms shall be accepted by the Service User or his / her representative. We shall, where applicable follow requirements set out in this residency agreement and the care home contract in place between us and South Ayrshire Council. A copy of the Council's care home contract may be obtained from the care home or the community finance section of the council. 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.

Trial Period

The Service User shall initially be accommodated on a trial basis of two calendar months. If at or before the expiry of the trial period, the Service User or the home should decide permanent residence would not be satisfactory, for whatever reason residence shall terminate on notice in writing from either side, and the Service User shall vacate the room at a time agreed.

Fees

Fees are initially quoted at a weekly rate. For accounts purposes fees are calculated 4 weekly. The fees are payable monthly in advance by standing order or cheque. Fees will cover the provision of accommodation, food, light, heat, laundry and all personal care as would normally be required by a service user in a nursing home.

The monthly fee will remain unchanged unless one month's written notice is given by the Proprietor or this agreement is amended by all parties to it. The home reserves the right to increase fees if running costs justify it, or if a service user's condition deteriorates to a stage where additional care to that normally provided is required. Subject to agreement.

Fees are reviewed annually: however changing legislation can have a considerable impact on costs, which must invariably be reflected in fees. In such instances there may need to be interim reviews. Four weeks' notice in writing will be given of any change of fees. In the event of death, any fees outstanding to the Proprietor will be charged to the service user's estate. Prepaid fees will be returned to the person concerned.

Vacating the room

Any bulky possessions should be removed as soon as practicable. Personal possessions remaining on the premises after one month will be disposed of. Third parties who agree to meet whole or part of the service users fees must sign below to this effect before a person becomes a resident. Service users will normally provide from their own resources medical requisites other than those prescribed, clothing and items of a luxury or personal nature.

Guarantee / Responsibility for Fees

The service user or service user's representative who signs this agreement assumes liability to pay all fees, charges, extras, etc as may be claimed under this agreement. If the service users affairs are to be managed by the Court of Protection, his /her representative undertakes to accept responsibility for any debts accruing to the home before and whilst the service users affairs are being processed in court.

Residence

Your room shall be a single / double and may have en-suite facilities it will be furnished, which shall be maintained in good decorative order, and shall, on request include a lockable facility. Your room door will be lockable, but can in event of an emergency be unlocked from the outside. You shall only be requested to move from your appointed room if it is absolutely necessary to maintain your safety or meet legislative or regulatory requirements. In the event that mobility or frailty deem you unsuitable for your appointed room then this will be evidenced by a formal risk assessment and where applicable the consent of the council. The Provider will maintain a standard of care as required by the Regulation of Care Act 2001 – care for Older People and National Care Standards. The first two calendar months as stated above, will be treated as a trial period for the benefit of both the Service User and the Proprietor. Residence in the nursing home does not constitute tenancy within the meaning of the rents act. This agreement will continue in force until the termination by death, or by either party giving the other one month written notice of intended termination. The Proprietor may give notice requiring the service user to leave the home under the following circumstances: non payment of fees, should the proprietor be unable to meet the needs of the service user, any circumstances of behaviour which the proprietor feels may be seriously detrimental to the home, or to the welfare of other service users, closure of the home, change of ownership.

Benefits

The home shall co-operate with the service user making application for benefits and allowances. The home will handle petty cash to the limit of one hundred pounds if requested to do so by the service user or their elected representative.

Absences

When a person vacates his or her room temporarily (e.g. for a holiday or hospital admission), a reduction of 20% will be made to the fees after a period of 2 weeks. This will be when the free personal care if applicable will cease to be paid by the council. This reduction will be retained for one month, after which time, the full fees will be charged unless either party gives one month notice of termination.

Insurance

Public Liability Insurance Brokers

Allianz. Policy Number 60/SZ/18628442/03

Personal possessions

All personal property and valuables should be declared to the nurse in charge on admission. The service user will be responsible for insuring items of significant value. The proprietor cannot accept responsibility for loss / damage to such items. The proprietor cannot accept responsibility for damage to delicate clothing during laundering or loss of items which are not clearly marked with the service user's name. Clothing must be able to be machine washed and dried.

Electrical Appliances / Furniture

All electrical appliances brought into the home are subject to testing in order to ensure safety. The Proprietor will not allow unsafe appliances to be used within the home. In accordance with Fire safety regulations, furniture brought into the home must comply with the current fire safety regulations. The proprietor reserves the right to refuse to allow furniture to be brought into the home if it does not meet with fire resistance requirements.

Smoking and Fire Regulations

To protect all employees, service users and visitors from exposure to second hand smoke, and to assist in compliance with the Smoking, health and Social Care (Scotland) Act 2006, Redford has a smoke free policy (428)

Alcohol

We have a policy that stipulates alcohol is permitted but must be kept within a designated area. The consumption of which must cause no concern about the effects on you, your medication and / or other service users, or members of staff. We shall review this with you, and decisions will be entered into your personal plan.

Visiting

There are no set visiting hours, however visiting at meal times should be avoided. For reasons of security, it is helpful to know if any visitors are expected after 9pm. All visitors are requested to sign the visitor's book. For the protection of children they must be accompanied at all times by an adult.

Personal Mobility

Service users are free to leave the home without a member of staff, subject to an appropriate risk assessment. For safety and security reasons, the nurse in charge must be informed.

The Proprietor cannot accept responsibility for the service user's safety unless such an outing has been organised and supervised by the proprietor or his staff.

Death

In the event of death of a service user the next of kin and / or legal representative will be informed.

Registration

The care home is registered by Social Care & Social Work Improvement Scotland (SCSWIS), for the following categories of care:

Care of Older People

Respite

Medication

Prescribed medication is the property of the service user. Qualified staff will supervise administration of all medication. Medication is kept in a locked cupboard within a locked room.

Gratuities

Individual staff are not permitted to accept gratuities. Donations if wished may be made to the staff fund. If you wish to give an individual gratuity please discuss this with the proprietor / manager.

Complaints

Service users or their representatives should, in the first instance, discuss any complaints with the Care Home Manager. If the complaint is not satisfactorily resolved, the complaint should be referred to the proprietor in writing. Should you require independent advice, we will provide you with the name and address of the SCSWIS.

Room 31 & 32

Room 31 & 32 are situated on the top floor of the care home. Due to the position and layout of these rooms, any Service User or their representative who chooses these bedrooms, must be aware that these rooms are only allocated to Service Users who are physically fit and mobile and require a minimum of nursing care. If the Service User in these rooms physical condition deteriorates to an extent that they require personal nursing care in their own bedroom they will be moved to the first available suitable room.

I have read the Terms and Conditions of Residency, and agree to them

Service Users Signature _____ Date _____

Proprietors Signature _____ Date _____

Room Number _____ Room Fee per Week _____ Single / Shared Accommodation

In the case of a Service User whose fees are paid in whole or part by a third party, the undersigned Appointee, Representative or Next of Kin agrees to pay any fees due or any arrears which may fall due, should the above service user leave the home.

Signed _____ Date _____

Address _____

**Please sign both copies of this agreement and return one to the office, to be retained in our files.
A large print version of Terms and Conditions of Residency is available if required.**