

Agreement

This Agreement is made on the _____ day of _____
between Cooper Residential Homes (“the Company”) on the one part and
_____ (“the Service User”) on the other part.

Preamble

- 1 Bethel/Bethesda (“the Home”) is owned and operated by the Company and is registered and inspected by CSCI under Part 2 of the Care Standards Act 2000.
- 2 The Home is registered to provide care for those Service Users whose needs are defined by the categories of registration granted by CSCI. and those Service Users whose care needs fall outside the categories of registration but for whom CSCI has granted a “Variation” or waiver.
- 3 No tenancy of any kind is intended to be created in respect of the room occupied by the Service User and the control of such room shall remain with the Home.
- 4 The terms in this Agreement and documents referred to herein are intended to satisfy the recommendations of the guide “Fair terms for care” [OFT688] published by the Office of Fair Trading, and guidance on unfair terms in care home contracts [OFT635]
- 5 Prior to entry into of this Agreement the Manager will have assessed the care needs of the Service User and confirmed that the Home has the necessary skills and resources to provide the level of care needed and that the needs of the Service User fall within the registration categories of the Home as defined in (2) above. In the case of an emergency admission the assessment of a qualified healthcare professional will be accepted, but conditional upon the Manager’s assessment.

The parties agree as follows:

1. Definitions

- 1 For the purposes of this Agreement “care” means residential or nursing care in accordance with the requirements of the Care Standards Act 2000, the guidelines given in the National Minimum Standards under that Act and defined in detail in each Service User’s Care Plan.
- 2 The Service User’s “Care Plan” is the complete description of the care needs of the Service User including medical, physical, cultural, mental, domestic, and pastoral support and assistance.
- 3 The “trial period” means the initial period during which the Service User resides in the Home in order to assess the suitability of the placement.
- 4 A “permanent stay” means the period following a trial period when all parties agree that the placement is suitable for the Service User and the Home.
- 5 The “Home” includes the organization, premises and employees of the Company whether permanent, temporary, agency, management or under contract to the Home.

- 6 "Nursing care" means care by a nurse registered with the Nursing and Midwifery Council and has the same meaning as in section 49(2) of the Health and Social Care Act 2001.
- 7 "Manager" means the registered manager, acting manager, or "person-in-charge" appointed by the Responsible Individual to organize and have control over the day-to-day running of the Home.
8. "DoH" means the Department of Health or any replacement governmental body
9. "RNCC" means Registered Nursing Care Contribution
10. Continuing Care means care funded by the NHS
11. CSCI means the Commission for Social Care Inspection

In consideration of the Service User making payments of the fee expressed herein the Company will provide the services described in this Agreement.

2. Fees

The Service User shall pay the fee _____ per 4-week period./calendar month.

The payment of Fees is due in accordance with the Terms of Settlement (see below).

The Fee covers;

- Accommodation (including heat, light, water, communal facilities, furniture, linen, equipment and maintenance, and all taxes and costs of statutory services).
- 24-hour personal care (including towels, and assistance with personal hygiene, toileting,)
- Continence care.
- Meals, snacks and beverages.
- Wash laundry.
- Nursing care - this element funded by the D.O.H.
- The maintenance of records concerning the care given to the Service User.

Those items which are not included in the Fee are listed in the Service User's Guide - Terms and Conditions a copy of which is provided with this Agreement. The Service User agrees to abide by the terms of the Service User's Guide. The Home shall be entitled to make reasonable modifications to the Service user's Guide provided that the Service User is consulted and given 4 weeks notice of any modifications. If the Service user objects to the modifications he may terminate this Agreement without penalty.

Where nursing care is being provided, the RNCC may be paid direct to the Home by social services. This will be deducted from the invoiced Fee and the balance will be due from the Service User. In the event that the RNCC is not paid for any reason by social services the whole Fee will be payable by the Service User.

In the case of a "Continuing Care" placement the DoH may pay the Fee.

In the case of a part of the Fee being paid by an insurance company, trust or other organization or third party, the Home can invoice the Fee separately as agreed with the Service User, but in any event the Fee will remain the responsibility of the Service User.

3. Terms of Settlement

Fees are invoiced every 4-weeks/calendar month and are payable on demand. The Fees for a part-period are calculated on an inclusive daily basis. During temporary periods of absence (exceeding 7 days) a discount of 20% will be applied to the Fees. Fees may be paid by cheque to the Company.

Any invoice not settled within 28 days from the date of issue shall at the sole discretion of the Company attract interest at a rate of two [2] per cent plus the base rate for the time being of the Bank of England.

4. Reviews

Fees are normally reviewed annually in [month]. 4-weeks/one month's notice in writing will be given of a change in Fees.

The annual review is normally based on a combination of;

- An analysis of the previous year's costs.
- The Rate of Inflation [RPI/RPIX]
- Average Earnings Index plus Minimum Wage Rate.
- An increase in costs incurred as a result of changes in legislation.
- Any other significant increase in specific costs.
- On the increase of Social Services banding rates.

However nothing in this Agreement prohibits the Home from increasing Fees if there is an unforeseen increase in the cost of delivery of the service for example as a result of a change in legislation. The Fee for a Service User may also be reviewed (upwards or downwards) if there is a significant change in the level of care provided. Any such change will be subject to consultation with the Service User and 4-weeks/one month's notice in writing will be given.

5. Trial Period

All Service Users entering the Home do so for the trial period of 4-weeks/one month. This is to give the Service User an opportunity to decide whether they wish to stay, and for the Home to ensure that their care needs can be met. At any time during the trial period the Home may terminate the Agreement by giving 1 weeks notice in writing. The reasons will be given. The Home can accept no liability for the consequences of termination during this period. IT IS THEREFORE IMPERATIVE THAT THE SERVICE USER DOES NOT RELINQUISH THEIR EXISTING ACCOMMODATION PRIOR TO THE SATISFACTORY COMPLETION OF THE TRIAL PERIOD. The Service User may leave the Home at any time during the trial period by giving 1 weeks notice in writing. The trial period may be extended by mutual agreement. Upon termination of this Agreement during the trial period by either party the Home will provide a refund for any Fee paid which relates to the unused portion of the trial period. A care review will be conducted before the end of the trial period at which time the placement may either be confirmed as permanent or terminated.

6. Categories of Care

Your attention is drawn to the limitations placed on the Home by the terms of its registration.

The categories of registration define the types of care needs that the Home is allowed to provide. In exceptional circumstances it may be possible to apply for a "Variation" which will allow the Home to accept a named Service User outside of category. This is subject to approval by CSCI.

7. Transfer to Local Authority Funding

If the Service User's capital falls to a level such that the local authority social services become responsible for their placement this Agreement will be terminated at the date of transfer and replaced by the provisions of the local authority's Core Agreement and Individual Placement Agreement in accordance with the terms of the relevant Core Agreement. You should be aware that funding provided by the local authority social services may not cover the full Fee payable. In this event the Service User may be asked to make a "top-up" payment to ensure the placement can continue. Arrangements can be made for this payment to be made by a third party. If this is not possible the Service User may be asked to seek an alternative placement.

8. Personal Allowance Fund

The Home will administer the Service User's personal allowance or other personal disposable income where required ("the Fund"). In those cases, accounting arrangements will be put into place to distinguish between the Service User's Fund and any other monies. Records will be kept of all income and expenditure for the Fund and made available on request. No employee or officer of the Company will control or accept responsibility for a Service User's finances other than as set out in this clause.

9. The Service User's Rights

The Service User has the right;

- to privacy, dignity, choice, safety and independence.
- to manage, as far as is reasonably practicable, their own financial and personal affairs.
- to expect that the Home will assist the Service User in all activities of daily living to the extent required, and will use its best endeavors to provide the services described in this Agreement, the Service User's Guide and the Care Plan.
- to be consulted about any change in their care or the running of the Home.
- to receive a variety of nourishing food with due regard to their preferences and needs.
- to receive or refuse treatment, assistance or visitors
- to expect the Home to provide reasonable recreational facilities and social activities and make provision for the Service User to practice religious observances.
- to have items of personal furniture and ornaments in their room, as far as is reasonably practicable.
- to have access to a telephone which can be used in private.
- to expect the Home will maintain the premises in good condition, clean and free from odor and repair all fixtures and fittings to proper working order. .
- to expect the Home to recruit, train and deploy staff to provide care services to a minimum acceptable standard and to comply with the Human Rights Act 1998.
- to expect the competent management of the business, thus ensuring the long term future of the Home.

The Service User has the right to terminate this Agreement provided that;

- the Home receives 4-weeks/one month's notice of leaving. If such notice is not given, a charge equal to the notice period is due.
- if the Agreement is terminated due to the death of the Service User Fees will cease on the day of death.
- Any credit on the Service User's account will be refunded to the estate.

10. The Home's Rights

The Home has the right to;

- expect the Service User to abide by the terms in this Agreement and the Terms & Conditions in the Service User's Guide.
- transfer or assign this Agreement to another Company or person becoming the owner of the Home. The Home will consult with Service Users in the event of such a transfer.
- charge for damage to property caused by the Service User.
- dispose of a Service User's personal belongings if notice has been sent to the Service User's next of kin and they are not collected within one month of the date of death.

The Home has the right to terminate this Agreement for any of the following reasons:

1. Cancellation of registration.
2. Any act of violence by the Service User against staff, other Service Users, or visitors
3. Any type of abuse, persistent drunkenness, drug abuse, or other anti-social behaviour by the Service User detrimental to others

4. Any act by the Service User prejudicial to the operation of the Home.
5. Non-payment of Fees.
6. The needs of the Service User fall outside the registration categories of the Home.
7. The Service User needs care not provided by the Home.
8. Breach of any of the other material term of this Agreement by the Service User.

In the case of a situation arising which falls under any of the scenarios set out at 2, 3 or 4 above the Home will endeavor to act reasonably given the circumstances, the Service User's situation and the Service User's Care Plan.

The Home will endeavor to give 4-weeks/one month's notice in writing, but reserves to right to terminate a Service User's placement with immediate effect in exceptional circumstances.

Bethel/Bethesda is a residential home that cannot provide nursing care beyond that provided by the Community Nursing Service. In the event of the Service User needing nursing care beyond the capabilities of that service, the Service User will need to move to more appropriate accommodation. If this involves transfer to a nursing home, Bethel/Bethesda may be able to assist the Service User in finding a suitable placement.

11. Insurances

The Home maintains insurance cover in accordance with the requirements of the Care Homes Act 2000 in respect of Public Liability and Employer Liability. The extent of cover of the insurance policies held by the Home are more fully described in the Service User's Guide. The Home shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects of the Service User unless the Home has been negligent or fraudulent or breached this Agreement in respect of the Service User's belongings

12. Hospitalization

Service Users admitted to hospital may require re-assessment before returning to the Home, in order to ensure that the Home can still meet their needs.

13. Limitations

The Home shall not be liable if there is any interruption to the services where the interruption arises due to events beyond the reasonable control of the Home unless the Home has been negligent or breached any duty it may owe to the Service User (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

The Home shall not be liable for any medication administered by a G.P provided that the Home has complied with its statutory obligations relating to the health and safety of the Service User.

14. Commendations & Complaints

The Home is happy to pass on to staff expressions of appreciation of good care practice, since this helps to maintain staff job satisfaction and morale.

Any complaint regarding the Home should be addressed in the first instance to the Manager. The Manager will investigate the complaint and respond in writing within 28 days. If the matter cannot be resolved within the complaints procedure (full details of which are set out in the Service Users Guide) then the complaint can be brought to the attention of CSCI by contacting;

The Commission for Social Care Inspection
CPC1
Capital Park
Fulbourn
Cambridge
CB21 5XE

If the Service User feels the matter has not been adequately resolved by CSCI, they should contact;

The Head of Complaints and Service Improvement
Caledonia House
223 Pentonville Road
London
N1 9NG

Tel: 0207 239 0308

15. Advocacy

Any Service User who would like an independent third-party to advise or support them with a personal issue can appoint an "Advocate" for the purpose. Such an advocacy service is provided by AGE Concern [0116 299 2274]. Alternatively, the Service User may wish to contact the Citizen's Advice Bureau or a solicitor.

16. Data Protection Act & Confidentiality

The Home is registered with the Information Commissioner. In compliance with the Data Protection Act 1998 all Service Users and their representatives have the right to view information about them held at the Home. If you wish to view your records contact the Manager in the first instance. Such disclosure will be in accordance with the Service User's instructions and/or their attorney, or as directed by a judicial authority. In all other respects such information will be kept confidential.

17. End of Life

The Home is prepared to provide terminal care as the Service User reaches the end of life. However, we are not registered to provide nursing care - but if the Service User, relatives, G.P. and Community Nurses agree that no useful purpose would be gained by transfer to a nursing home or hospital, and that the Home has the necessary skills to provide terminal care – possibly with the help of external specialist teams - then we would continue to support the Service User in their own room. Otherwise, we may be able to assist the Service User to find a suitable nursing home placement.

As a Service User approaches the end of life, we must receive instructions from the next-of-kin concerning funeral arrangements. It is imperative that we are told how to contact relatives when death is expected (mobile phone, work phone) and that alternative instructions are given when holidays are due. In the absence of instructions we will contact a local funeral director. The expenses incurred will be the responsibility of the Service User's estate.

18. Arbitration

If any dispute or difference arises between the parties to this Agreement on any matter in or relating to this Agreement then those parties shall refer to an arbitrator agreed between the parties. If the parties fail to agree an arbitrator within 14 days then an arbitrator will be appointed on request to the President for the time being of the Law Society of England and Wales. Any reference to arbitration in this Agreement shall be deemed to be within the meaning of the Arbitration Act 1996. If any matter is referred to arbitration then each party will bear its own costs.

19. Jurisdiction

This Agreement shall be considered as a contract made in England and subject to English law. If any provision of this Agreement becomes or is declared void this shall not impair or affect any other provision.

NOTICE

The Service User should read and understand the terms of this Agreement before signing. Where this agreement is signed on behalf of the Service User by a representative, the representative confirms that they have the requisite power and authority to sign this Agreement on behalf of the Service User.

For Service User Signed _____

Print Name _____

Date _____

For the Company Signed _____

Print Name _____

Date _____