

# T5 Terms and Conditions of Residency for Residential Services

## Document version control

<b>Document information type</b>	<b>Document information detail</b>
Organisation	Cumberland Care Services
Document Title	Terms and Conditions of Residency
Filename	As Above
Document Status	Procedure
Author	Jackie Leech
Document held by (name/section)	Jackie Leech
Contact email	Jackie.leech@cumbria.gov.uk
Date of publication	27/09/2023
Next review date	As and when required
Version Number	V1
Approval date and by who (delegated / committee)	26/07/2024
For internal publication only or external also?	Internal
Document stored on Council website or Intranet?	Intranet

## Document change history

<b>Version</b>	<b>Date reviewed</b>	<b>Reviewed by</b>	<b>Description of revision</b>

## AGREEMENT

This Agreement is made between:

(1) Cumberland Care Services and

(2) .....("You, person who uses the service")

Residential Care Home: ("the Home")

Date of admission:

<b>Name of Establishment</b>	
<b>Room No</b>	

## INTRODUCTION

The aim of the home is to provide a comfortable and relaxed environment tailored to your individual needs. We will provide the support that you need or want and assist you to make choices and decisions about your life, if appropriate we will include your family, together with any others acting in your interests, in all matters to do with your well-being. Our aim is to actively empower you and others, to constructively feedback any issues surrounding your care, support and environment and where potential improvements might be made.

The home is your home, from which you can run your life, do the things you want to do and make the most of your abilities. A wide range of specialist equipment is available, this includes equipment such as hoists for moving and handling, bathing, raised toilet seats, grab rails and handrails. The home will do everything reasonably possible to accommodate you and help you pursue your interests, hobbies and other activities.

## POLICIES

Cumberland Care Services has policies designed to comply with all relevant law and best practice which you will be expected to comply with. We will provide you with services that respect your privacy, dignity, independence, choice, rights. Cumberland Care Services has a Statement of Purpose and Service guide that clearly states our policies and a copy of this is available from the home's office.

We would specifically draw your attention to our policies on Equality and Diversity, Dignity and Respect, Drug and Alcohol Policy and our Fire Policy and Regulations. You have a right to have your dignity respected by others in every way possible, to be treated as an individual in your own right and to be safeguarded from discrimination on any grounds, whether it is age, gender, ethnicity, disability, religion/belief or sexual orientation.

As a Person who uses the service you will be expected to comply with these policies towards other Person who uses the service and staff members and treat others as you would wish to be treated.

## FEES

The accommodation fees are payable on a four-weekly basis. Your contribution to this will be assessed by Adult Social Care. Your contract will confirm the conditions of payment. The following are covered within your fees:

- 24-hour security/staff support.
- Call bell system.
- Individual bedroom, (some with private toilet and washbasin).
- Choice of menu – 3 meals per day.
- Mid-morning/afternoon/evening snack.
- Housekeeping.
- Communal television facilities
- Laundry service- is only available while you are actually staying in the home (e.g., if you are admitted to hospital or are on holiday, alternative arrangements need to be made).
- Use of lounge(s) (some with kitchen areas, tea and coffee making facilities).
- Smoking or vaping within the building is not permitted. In accordance with the home's strict Fire Regulations and in line with the Council Policy.
- Use of passenger lift where appropriate.
- Use of outdoor gardens, some enclosed for safety.
- Use of daily social and recreational activities.
- Use of periodic in-house entertainment.
- Use of interdenominational church services.
- Use of public payphone if applicable.

The following are NOT covered within your fees:

- Privately arranged chiropody, dental and ophthalmic services.
- Alternative therapies, i.e., aromatherapy, reflexology.
- Hairdressing.
- Personal telephone facility and billing.
- Dry cleaning.
- Escorts i.e., to hospital appointments, opticians etc (The only exception to this would be if a Person who uses the service is unable to attend the appointment on their own or has no family member to escort, staff may be able to attend the appointment if available, but the Person who uses the service would be required to pay for any taxi/transport costs incurred).
- All other alternative/options should be considered before staff member is provided to escort.
- Personal clothing alterations.
- Newspapers, periodicals, and personal stationery items.
- Alcohol and personal toiletries.
- Private transport costs, i.e., taxi.
- Transport and admission costs attached to personal interest outings.
- Meals provided to visitors (nominal charge is operational).

## **INTRODUCTORY PERIOD**

The decision to move to the home is an important one. For this reason, you will be given an introductory period which will usually be for six weeks. Two weeks before the end of this period you, your social worker and the manager will meet to discuss whether you would like to stay at the home and if the home is suitable for you.

We may offer to extend the introductory period if we feel that it is appropriate to do so. Any such extension will be at the discretion of the home Manager. If, at any time during the introductory period, you give notice that you do not wish to continue your residency it will terminate at the end of the trial period. No specified notice period will be required during the introductory period.

If, following our assessment of your needs, we conclude that the home cannot adequately meet your needs, we will give you notice that your residency will then terminate at the end of the introductory period, or any extension of it. No notice will be required from the home to you during the introductory period, or any extension of it.

## **PERSONAL POSSESSIONS**

You are encouraged to bring personal possessions and small items of furniture with you into the home. All possessions will remain your property. If you do bring your own items then these items must comply with our health and safety standards and any material (such as coverings on furniture, curtains, and bed linen) must be fire retardant to British Standards specification to cover care homes where appropriate.

People who use our services are responsible for the insurance and safekeeping of items. If you choose to bring in an electrical recliner / raised chair it is your responsibility to provide an annual service contract. The home manager will advise regarding this if needed.

Any items that have not been handed to the manger for safekeeping in the home's safe will remain your own responsibility in terms of loss or damage.

Whilst every effort will be made to care for items of personal clothing, Cumberland Care Services cannot accept responsibility for damage to delicate clothing during laundering, or loss of items not clearly marked with their owner's name. Cumberland Care Services will not accept responsibility for any changes or losses concerning any item if not reported and recorded after admission has taken place. The Person who uses the service or their representative should provide insurance if required for personal items that remain in the possession of the person who uses the service.

## **STAFF TEAM**

Cumberland Care Services employs a staff team who are led by a professionally trained manager. Sufficient staff will be available at all times to meet your assessed needs and deliver the agreed person-centred care plan. Your views, and those of your family or carers, will be sought to agree the level of support you need.

All our staff team are trained to care for you, to safeguard your rights and to respect your dignity and independence. If you are not satisfied with the conduct of staff team, please raise your concerns with the home's manager.

Any concern about your care may also be raised with the Care Quality Commission, Northwest, Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA (Tel No: **03000 616161**).

Please be aware that our staff are unable to witness wills or sign any other legal documents such as power of attorney etc.

## **ASSESSMENT / CARE PLANNING / REVIEW**

Our aim is to plan your support with you based upon an assessment of your needs for your care and treatment. The home will implement a care plan (this will be an electronic version) and adopt procedures to review your own situation monthly with the manager / supervisor, your family, carers, advocates and where necessary, other relevant professionals involved in your care as appropriate. A copy of the care plan will be provided on request. In an accessible format where required.

It is Council policy that all employees who have personal connections to person who uses the services should declare it so access to records can be restricted to ensure we comply with the security requirements of the UKGDPR.

## **MEDICATION**

Prescribed medication is your own property. Only in cases where you are unable to manage your own medication will the manager make arrangements for the supervision and administration of such medication. You have a responsibility to keep your medication safe and not to allow other Person who uses the services to have access to it.

## **OUTINGS**

We ask that you inform staff if you leave the building so that we can comply with our security and fire regulations.

## **FOOD**

As a registered provider we must adhere to the Food Hygiene Standards. There are stringent guidelines which we must comply with, we are regularly inspected by the Environmental Health Agency and must be complaint with their requirements. We must strictly monitor any food that is being brought into our homes or food that is not prepared within the home as this may compromise your health and safety. Therefore, it is prohibited for you, your family or friends to bring in any meat, fish, seafood, dairy or rice.

The home will not cook or reheat any food that has not been purchased on the premises.

Food that falls outside of these categories is felt to be safe and can be brought onto the premises, but we ask that the home's management team are informed. This way we can monitor what food is brought into the home. (See provided letter).

## **SMOKING / VAPING**

Cumberland Care Services operates a no smoking policy within its buildings. Visitors are not permitted to smoke on any part of the premises.

## **TERMINATION OF THIS AGREEMENT**

This agreement may be terminated if the home considers that it can no longer meet your needs. This may occur, for example, when your circumstances require that you need ongoing medical or nursing care or where the home is unable to meet your needs and more specialist accommodation is needed.

Your charges are payable every four weeks. Unless there are extenuating circumstances which you have notified the home of and we have agreed otherwise, non-payment would entitle the home to give notice of termination of the agreement. Any such notice period would be four weeks and would be given to you or your representative in writing.

If you wish to terminate the agreement a four-week notice period must be given in writing to the manager. If you vacate the Home before the end of this notice period, the home will be entitled to charge for the full four-week period.

There will be a period of five working days after the room is vacated to allow for your next of kin/representative to collect all your personal items. Please ensure your next of kin/representatives are aware of this agreement. The home will be entitled to dispose of any items remaining after the five-day period unless specific alternative arrangements have been made with the home manager.

## **DEATH / ACCIDENT / ILLNESS**

In the event of death, accident, or illness a nominated representative will be informed.

## **COMPLAINTS**

In the first instance please raise any issue with the home manager. Cumberland Care Services have a complaints procedure which is available on request from the manager, copies are also available at the main entrance of the home. You may also at any time bring your concerns and complaints to the attention of the CQC at:

Name: Care Quality Commission

Address: Northwest

Citygate

Gallowgate

Newcastle Upon Tyne

NE1 4PA

Telephone: **03000 616161**

Email : [enquiries@cqc.org.uk](mailto:enquiries@cqc.org.uk)

[www.cqc.org.uk](http://www.cqc.org.uk)

## **SUGGESTIONS**

The Home regularly reviews its procedures to improve its services. Your views will be sought via a variety of consultation methods, both formally and informally. This will give you further opportunity to contribute to the running of the Home. All suggestions will be welcomed and where possible, acted upon, to assist in our aim for continuous improvement.

## **CONFIDENTIALITY**

All personal records relating to you which are kept by the home will be kept strictly private and confidential. You are entitled to see your records should you wish.

## **INSPECTIONS**

The home is regularly inspected by the Care Quality Commission (CQC). During the Inspection, any issues of concern that you have may be raised with individual inspectors. Written reports following inspection visits are available in the home, at public libraries, and on the Internet.

Signature of person using the service (or representative) .....  
I am happy for my / the care and treatment to be documented in a person-centred care plan and reviewed monthly.

Date:

Signature of Cumberland Care Services representative .....

Date: