

# Resident Terms and Conditions of Clinical Commissioning Group (‘CCG’) Funded Continuing Health Care (‘CHC’) Stay

This agreement is made between:

1. Healthcare Homes Group Limited (Company Number 05507277) whose registered office is at The Beeches, Apex 12, Old Ipswich Road, Colchester, Essex, CO7 7QR. (Referred to as '**we**', '**the Company**' or '**us**') and
2. The Resident or the Resident's Attorney or the Resident's Deputy (referred to as '**you**' or '**the Resident**')

## **1. Introduction and a Summary of the Key Contractual Terms**

- 1.1. Where you enter one of our care homes for CHC, the CCG will have assessed you as eligible for CHC funded by the NHS and agreed with us that we will provide it. This agreement sets out our requirements and expectations of you during your CCG funded stay.
- 1.2. CHC is provided irrespective of your financial means, in contrast to the position with any stay funded by a Local Authority. Generally Local Authority funding is means tested and is only available if your finances are lower than a threshold (currently £23,250 with various categories of income also taken into account - but this assessment process is complicated and normally takes some months to be undertaken by your Local Authority).
- 1.3. We contract directly with the CCG that has agreed to fund your CHC stay. The specific content of our contracts with CCGs can vary substantially, and may be changed by the CCG at little or no notice. The most significant point is that if the CCG assesses you as no longer needing CHC, they may withdraw all funding without any notice, or on very short notice. In that event you will only be able to stay at the Home if you agree to pay our private rate and self-fund your stay or, if you are entitled to Local Authority funding, we agree the rate that is proposed by your Local Authority.
- 1.4. There remain important points that need to be agreed between you and us, for example in relation to arrangements for hairdressing and any other 'extras', and that is the purpose of this agreement. It also sets out in detail the various consequences of and alternatives that arise on CCG funding stopping and various 'Home' rules. If there is any conflict between any of the terms of this agreement and those of our contract with the CCG, the latter shall prevail.
- 1.5. The key contractual terms are, in summary;
  - 1.5.1. you will be provided with such quality of room as the CCG agrees to pay for (almost invariably one of our standard rooms) and the package of care and/or nursing services agreed with the CCG;
  - 1.5.2. we prefer to hold monies on account for any additional goods or services you may want and which we arrange (e.g. hairdressing, newspapers), but in any event additional costs ought to be paid for within the latter of 7 days of your receipt of our invoice or any later payment date stipulated in the invoice;
  - 1.5.3. you should insure anything you bring into the home with you, including any furniture;
  - 1.5.4. this agreement terminates automatically at the same time as the CCG ceases funding your placement and you should leave the Home immediately, but until you do, you will be responsible for paying us at our private rate, details of which will be supplied to you immediately;
  - 1.5.5. if you want to terminate your residence you should let the CCG and us know in writing;

- 1.5.6. we can only terminate your residency in certain specified circumstances, such as we can no longer meet your needs, or if your behaviour or actions are such that they are detrimental to your own safety or welfare and/or that of other residents at the Home or our staff. Our preference is always to attempt to resolve any issues by discussion and engagement between you, us and the CCG;
  - 1.5.7. upon any withdrawal of CCG funding you will be responsible for paying our care fees calculated on our private pay rates if you stay at the Home after the withdrawal of such funding;
  - 1.5.8. if your belongings are not removed within 10 days of the termination date, we may charge you reasonable removal and storage costs, and eventually will dispose of your belongings;
  - 1.5.9. your estate may be charged 3 days post death fees, calculated from the day after your death, and may also be charged if your belongings are not removed from your room, subject to a maximum total of 10 days post death fees.
- 1.6. If there is any conflict between the summary at clause 1.5 and any of the terms in the rest of this agreement, the rest of this agreement shall prevail and (to confirm) if there is conflict between any of the terms in our contract with the CCG and those in this agreement, those in the CCG contract shall prevail.

## **2. Funding Arrangements**

- 2.1. If a CCG assesses that you are eligible for CHC funding, the CCG is responsible for locating a placement suitable to meet your assessed needs and for funding that placement.
- 2.2. The CCG may determine that other care home establishments are suitable to meet your care requirements. If the alternate care home(s) the CCG identifies are of a lower cost to the rate charged by us, the CCG may refuse to fund all of our required rate. The CCG will almost certainly refuse to fund all of our required rate if you wish to select a better standard room in the care home than the standard of room for which the CCG is prepared to pay.
- 2.3. Current regulations suggest that in general you or anyone else paying the difference between the rate the CCG offers us and the private rate we normally require would be unlawful. It may however be permissible for you or someone else to agree to pay the difference between the rate the CCG are prepared to pay for a standard room and our higher rate for (if available) a higher quality, non-standard room you may wish to occupy. The Home may also have facilities and care and other services which are above and beyond those the CCG have contracted us to supply for you. We refer to such non-standard room and additional services or facilities as 'Lifestyle Choice Items' and our charges for them as 'Lifestyle Choice Top-Up fees', and if you wished to be supplied with any Lifestyle Choice Items, we would need to specify those and the fees for them in a separate contract to be entered into with you or anyone else who might be prepared to pay for Lifestyle Choice Items .

## **3. Cessation of CCG Funding and its Effects**

- 3.1. If the CCG determines that you no longer qualify for CHC and withdraw funding, subject to clause 3.2 below:

- 3.1.1. from the date of cessation of funding, your licence to occupy your room will cease and this agreement shall cease except for those terms intended to be of continuing effect; and
- 3.1.2. you will be required to leave the Home as soon as such CCG funding ceases.
- 3.2. If you wish to remain at the Home you will not be required to leave it if:
  - 3.2.1. we agree to your placement continuing as a private paying resident; or
  - 3.2.2. you are eligible for Local Authority funding and we agree terms with your Local Authority for them to fund your continued residence at the Home (but until the time when such agreement might be reached with your Local Authority, you will remain responsible for paying our fees at our private rate).
- 3.3. If you remain at the Home as a private paying resident you will be subject to the Terms and Conditions set out in our Resident Contract of Admission prevailing at the time that your CHC entitlement ceases. This agreement is available on our website ([www.healthcarehomes.co.uk](http://www.healthcarehomes.co.uk)) or in hard copy from the Home Manager. We would notify in writing you immediately of the weekly rate payable for the room you might occupy.
- 3.4. If no further agreement is reached about your staying as a private paying or Local Authority funded resident, until such time as arrangements have been made for you to go elsewhere and you have actually left the Home, you shall be responsible for paying us at our private rate which will have been confirmed to you immediately in writing.

#### **4. What your fees paid by the CCG do and do not include:**

- 4.1. Generally, the funding provided by the CCG will include our providing you with care and nursing (if applicable) or support services in accordance with your needs as assessed by the CCG, along with:
  - 4.1.1. your right to use the standard grade of room allocated to you, or such other standard room as we may determine from time to time;
  - 4.1.2. where possible the room allocated upon admission into the Home will remain your room, but we reserve the right to relocate you to an alternative standard room should this become necessary;
  - 4.1.3. such food and drink as is normally required by a resident, including breakfast, lunch and supper with a reasonable choice of menus (including special diets), along with the reasonable provision of snacks throughout the day;
  - 4.1.4. heating and lighting;
  - 4.1.5. cleaning of rooms;
  - 4.1.6. periodic decorating of your room;
  - 4.1.7. the provision of appropriately trained staff on a 24-hour basis;
  - 4.1.8. laundering of bed linen and personal items not requiring dry cleaning or specialist washing.

- 4.2. CCG funding does not cover the following additional expenses and costs:
- 4.2.1. any Lifestyle Choice Items mentioned in clause 2.3 above, for which you or someone else has agreed to pay privately;
  - 4.2.2. newspapers and periodicals, hairdressing, toiletries, dry cleaning, chiropody, treatment by dentists or opticians, or the purchase of clothing and personal effects;
  - 4.2.3. escorting you for any external events, activities, scheduled appointments or emergency attendances. We are not obliged to provide such an escort, but if we do, we will charge a reasonable escort duty fee at an hourly rate which will reflect the level of experience and qualification of the person(s) providing the escort. Except in urgent cases we shall notify you of the identity of the escort(s) and their hourly rate beforehand;
  - 4.2.4. any damage that you or a visitor of yours causes to the Home (including to our equipment and your room) over and above that which would be expected to be caused by usual wear and tear, the cost of which you will reimburse to us.
- 4.3. We shall invoice you regularly for any additional costs and fees you incur (which are set out at clauses 4.2.2 - 4.2.4 above). Our invoices shall be paid by you within the latter of seven (7) days of your receipt of our invoice or any later payment date stipulated in the invoice. We may ask you to provide us a reasonable amount on account of such additional costs and fees, and in that event you ought to comply with such a request within seven (7) days of our making it, failing which we reserve the right to cease providing or arranging for the provision of such goods or services.
- 4.4. There will be kept at the Home a record of the preceding twelve (12) months additional costs and fees (including where received by us, invoices for goods or services provided by third party suppliers) and upon request there will be made available by the Home a statement of any monies which we have received on account and their application.
- 4.5. Fees for any Lifestyle Choice Items and arrangements for their payment would be dealt with in a separate contract, but if that contract ends because, for example payments are not made to us as they ought to be despite our giving 28 days written notice requiring non-payment to be made good, if you are in a higher quality, non-standard room, you will be required to move to a standard room and we would cease providing you with any other Lifestyle Choice Items.

## **5. Termination of this Agreement**

- 5.1. This agreement shall terminate automatically on the same date as your funding by the CCG ceases (except for those terms which are intended to be of continuing effect after termination).
- 5.2. If you wish to leave permanently and end your residency at the Home you should inform the CCG and the home manager of the Home in writing.
- 5.3. We may write to you to end this agreement by providing you with not less than twenty eight (28) days prior notice having consulted with you, the CCG and any other appropriate external health care agency (for example a community nurse, GP or social worker), if in our reasonable opinion we are unable to provide the degree of care and or nursing to meet your assessed needs.

- 5.4. We may write to the CCG to request that it arranges for you to leave the Home as soon as is possible if there are circumstances or behaviour which, despite any possible consultation or management efforts are, in our reasonable opinion, seriously detrimental to your own safety or welfare, and/or that of other residents, visitors to the Home or our staff; and in such circumstances we shall have the right to write to you to end this agreement by providing you with not less than twenty eight (28) days prior notice, or in cases of extreme risk to your own safety or welfare, and/or that of other residents, visitors to the Home or our staff, of such notice period of less than twenty eight (28) days as we may agree with the CCG.
- 5.5. We shall endeavour to engage with you before and during any termination process.
- 5.6. You may appeal any decision by us to issue a termination notice to the Regional Director responsible for the Home (whose details will be available from the Home) within seven (7) days of your receiving the termination notice.
- 5.7. We confirm that any termination notice we may give you will not be inconsistent with the termination provisions in our contract with the CCG.
- 5.8. On the termination date your licence to occupy your room ceases, all amounts lawfully due to the Company which have not yet been paid must be paid, and you shall leave the Home taking with you all your belongings and any furniture you brought with you.

**6. Other Effects of Termination - Charges if your Room is not Cleared - and Sale and Disposal of your Belongings and any Furniture**

- 6.1. Clause 6.2 deals with charges that may be payable after your death. This clause 6.1 sets out that in all other circumstances under which this agreement terminates, if within three (3) days of such termination your room is not cleared of all of your possessions and you have not removed all your belongings and any furniture from the Home, we reserve the right to charge you an additional fee equal to the daily rate the CCG would pay us for your room up to a maximum of ten (10) days from date of termination.
- 6.2. In the event of your death, if the room is not cleared of all of your belongings and any furniture within three (3) days after the day of your death we reserve the right to charge your estate an additional fee equal to the daily rate the CCG would pay us for your room for a further seven (7) days. Those representing your estate may ask us to extend such period, and provided there is no new occupancy of the room and satisfactory arrangements are reached for the payment of continuing daily fees, we shall not object to such a request.
- 6.3. If by the end of the periods set out in clause 6.1 or 6.2 all of your belongings and any furniture, are not removed from the room, we reserve the right to remove and, where possible, store them at the Home. If it is not possible to store all or some of them at the Home, we may have to store them elsewhere. We shall have the right to charge our reasonable costs of removal and storage, with removal and storage costs calculated at the rate of a reputable storage company. Thereafter we shall have the right to give you or those representing your estate not less than fourteen (14) days written notice before we dispose or sell them. If any of them are of significant money value, we shall try and sell them at a reasonable price. If there is a sale, after deducting our reasonable costs and expenses incurred in such sale, we shall within twenty eight (28) days of sale account to you or your estate for any net sales proceeds.

## **7. Insurance and valuables**

- 7.1. You are responsible for insuring to full replacement value all personal furniture and belongings brought in to the Home. The Home shall not be responsible in any way unless the Home has been negligent, fraudulent or breached this Agreement in respect of your belongings. The Resident must not keep large sums of cash or valuable items in his/her room and, if the Resident does so, it will be at the Resident's risk and the Company shall have no liability for loss of any such cash or valuables. Sums may be deposited in the Home's safe subject to a maximum (as permitted by our existing insurance policy) of £100.

## **8. Our Right to alter this agreement**

- 8.1. The Company shall have the right to vary the terms of this Agreement from time to time, including to ensure the Company is able to deliver safe, effective and efficient care services in line with assessed needs, or to adapt to new or changed legislation or regulatory rules. Variations will be notified in writing at least twenty eight (28) days in advance and will take effect from the date stated in the notice.

## **9. Liability**

- 9.1. Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from the negligence of the Company, or its employees or agents or breach of statutory duties relating to providing you with goods, products or services or any fraud or fraudulent misrepresentation.
- 9.2. The Company shall not be liable for any loss or damage that is not foreseeable. Loss or damage is 'foreseeable' if it is an obvious consequence of our breach or it is being contemplated by you and us at the time this Agreement was entered in to.
- 9.3. Our total liability to you in respect of any loss of or damage to your belongings shall be limited to £2,500 for any one incident.

## **10. Data Protection**

- 10.1. We will only use your personal information in accordance with the laws that are in force in England, the full details are as set out in our Privacy Policy. You can find our Privacy Policy on our website: [www.healthcarehomes.co.uk/privacy-notice/](http://www.healthcarehomes.co.uk/privacy-notice/) or it will be supplied to you if you ask the home manager at the Home.

## **11. Visitors policy**

- 11.1. If we have reasonable grounds to suppose that a visitor is an immediate, significant risk to the welfare of any resident, other visitor or member of staff, we have the right to require them to leave the Home immediately. In instances of lesser risk, we shall endeavour to discuss with the visitor and the resident they are visiting our views of their conduct and any conditions for further visits. If we believe the visitor poses a significant risk to any resident, visitor or staff, we may inform them that they are not permitted to attend the Home for such period as is reasonable. They or the resident whom they wish to visit can ask that the home manager of the Home review the decision to prevent attendance at the home or any conditions imposed on any future visits and if dissatisfied with such review, may appeal it to the Regional Director responsible for the Home, whose details are available from the Home.

**12. Complaints**

12.1. If you have a query or complaint, we will be pleased to help. Our complaints procedure is to be found on our website: [www.healthcarehomes.co.uk](http://www.healthcarehomes.co.uk) or it will be supplied to you if you ask the home manager at the Home. It also sets out how you can refer your complaint to the Care Quality Commission or contact the Local Government Ombudsman. You can also report any complaint about abuse or alleged abuse to us and/or the Local Authority safeguarding team. Independent of your complaints rights you have legal rights in relation to our providing our services with reasonable skill and care and complying with our obligations under this agreement. Advice about your legal rights can be obtained from the Citizens Advice Bureau or Trading Standards.

**13. Governing Law**

13.1. The Terms and Conditions contained within this Agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

**14. Resident Details**

Resident Name: .....

Mr/Mrs/Miss/Ms/Dr/Rev/ Other

Care Home Name: .....

Date of commencement of CCG funding for CHC: .....

Name of funding CCG:

**15. Declaration:**

15.1. I confirm that I have read and understood this document and agree to the terms and conditions contained within.

Capacity in which signing (*Indicate as applicable*)

Resident

Financial and Property Power of Attorney

Deputy

Signature: .....

Full Name and Address:

.....

.....

Post Code: .....





Agreed by Healthcare Homes Group Limited:

Name: .....

Signature: .....

Position: .....

Date of Agreement:

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