

HAILSHAM HOUSE (NEW ROAD) LIMITED

Agreement for the Provision of Home Care and Nursing Services

ABOUT HAILSHAM HOUSE (NEW ROAD) LIMITED

Hailsham House (New Road) Limited is registered with the Care Quality Commission as a Domiciliary Care Agency and a Nurses' Agency to provide both personal and nursing care services to residents of the suites within Hailsham House.

In this Agreement, Hailsham House (New Road) Limited is referred to as the "agency", "we", "us" or "our".

ABOUT THIS DOCUMENT

This document sets out our general terms and conditions that will apply if you decide to accept the provision of personal care and nursing care services from us. This Agreement may be amended from time to time to reflect changing circumstances and operational requirements affecting our business. You will be given at least one month's notice of any changes to the terms of this Agreement and the amended terms and conditions will then apply.

1. OUR CHARGES

1.1 Amount and timing and method of payment

You will be charged a fee of £560.00 per week for personal care (payable monthly in advance by standing order).

You do not need to pay for registered nurse input as this is funded directly by the NHS.

1.2 Increase in Charges

Periodic review: The amount of the fee will be reviewed by us on the 1st of April every year. You will be given at least two weeks' notice of any increase in the fee, which will apply from the end of the notice period.

Other increases: Apart from the periodic increases in charges, the fee may increase if your care needs increase and you are assessed as requiring a significantly greater level of care than your assessed level at the date of commencement of this Agreement.

1.3 Charges during periods of temporary absence from your home

The full fee applies during the first month of any temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). If the temporary absence exceeds a month, no fee will be charged until you have returned and home care is resumed.

2. SERVICES/ITEMS COVERED BY CHARGES

- a) Personal care services within the Care Suite available 24 hours per day as and when required, covering:
 - (1) Response to calls on the staff call system.
 - (2) Care relating to personal hygiene and toileting.
 - (3) Assistance with feeding, eating and drinking.
 - (4) Promotion of continence and management of incontinence.

- (5) Assistance with mobility and transfers, including help with getting up and going to bed.
 - (6) Promotion of independence and social functioning.
 - (7) Administration and monitoring of medication.
- b) Day Care within the communal areas available 8.00am to 8.00pm seven days a week as and when required, covering:
- (1) Response to calls on the staff call system.
 - (2) Care relating to personal hygiene and toileting.
 - (3) Assistance with feeding, eating and drinking.
 - (4) Promotion of continence and management of incontinence.
 - (5) Assistance with mobility and transfers.
 - (6) Promotion of independence and social functioning.
 - (7) Administration and monitoring of medication.
- c) Nursing care services available 24 hours per day as and when required, covering:
- (1) Dressings.
 - (2) Injections.
 - (3) Feeding requiring nursing skills.
 - (4) Pressure injuries.
 - (5) Specialist incontinence management.
 - (6) Prosthesis management and appliances.

3. KEY-HOLDER

By signing this Agreement you authorise the agency's staff to hold keys to your suite for the sole purpose of gaining entry to your home to enable care staff to deliver your agreed care and support services.

4. ACCESS TO YOUR HOME

Unless you have cancelled your service, our carer will expect you to be at home when he or she normally provides your care. If you do not open the door, the carer will naturally assume that it is because you are unable to do so and that you need help. In these circumstances, in order to ensure your safety, we will use the key to gain entry to your suite.

5. YOUR ATTENDANCE AT HOME

By signing this Agreement you authorise the agency's staff to be in your suite without you or your representative being present, provided that the purpose of this is to deliver your agreed care and support services.

6. OUR CARERS

Our carers are trained to provide the home care and nursing services that we have contracted to provide for you. You will be given the opportunity to state whether you have a preference for a female or male carer. We will always do our best to ensure that your preference is met, however, we cannot guarantee this. This is particularly so in emergency call-out circumstances. Although we will try to ensure continuity of carer, it is inevitable that from time to time a different carer will undertake your visit. This may happen, for example, because your usual carer is on holiday or is unwell.

7. CALLING EMERGENCY SERVICES

By signing this Agreement you authorise the carer attending you to call the emergency services to attend to you whenever the carer considers it necessary to do so, even if at the

time you instruct the carer not to do so. If this results in you being charged for the call out or any services provided, these charges will be your responsibility.

8. TEMPORARILY CANCELLING YOUR HOME CARE SERVICE

If you wish to cancel your care service on a temporary basis, you must advise us in writing or by telephoning us on 01323 442050, if possible at least 24 hours in advance. The charging structure outlined in clause 1.3 above will apply in this circumstance.

9. PERMANENTLY CANCELLING YOUR HOME CARE SERVICES

If you no longer wish to receive our home care and nursing services, you can cancel this Agreement by giving us at least one month's notice. We will continue to provide the relevant services to you until the notice expires if you so wish.

10. LOSS OF OR DAMAGE TO YOUR PROPERTY AND POSSESSIONS

It is very easy to mislay possessions and occasionally you might break something and forget about it. Sometimes forgetfulness can lead to misunderstandings. For this reason we have a firm rule that WE DO NOT ACCEPT LIABILITY or responsibility for any breakages or mislaid possessions unless there is undisputed evidence that this was caused through the fault of our carer.

11. INSURANCE

Although we have both employer's liability and public liability insurance cover, you should have your own insurance policy to cover possible third party claims.

12. COMPLAINTS PROCEDURE

Our reputation depends on our consistent provision of high quality care. But, despite our best efforts, sometimes things go wrong. We want to know quickly if you, your family or your representatives are dissatisfied with any aspect of the home care and nursing services we provide for you. We have a complaints procedure which should be followed to make a complaint. A copy of the procedure has been given to you with this Agreement.

13. DATA PROTECTION

In order to provide home care and nursing services for you we need to hold certain records about you. Your (or your attorney's) signature on this Agreement constitutes your express consent for us to hold this information and use it for the purpose of providing the care services for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between Graham Care Limited and you, your attorney or any person personally contracting with us on your behalf.

