

Agreement for the Provision of **Respite
Accommodation and Care Services at
K Lodge Care Home**

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Agreement for Respite Services

This document is an agreement for the provision of respite accommodation together with personal care at K Lodge Care Home ('the **Home**') 50 North End, Higham Ferrers, Northamptonshire NN10 8JB.

The Company is registered under the Health and Social Care Act 2008 as the provider carrying on regulated activities at the Home. The Company's principal office is [insert details]

This Agreement sets out the respective rights and responsibilities of the Company; the staff and management at the Home; and the Client, the Client's Next of Kin or Representative, relating to the Resident's temporary residence at the Home.

1. TERMS OF REFERENCE

In this Agreement and the Terms and Conditions which are set out in Schedule 1 and which are incorporated into this Agreement:

Where we refer to '**we**', '**us**' or '**the Company**' or to a similar expression, the reference is to the '**Company**' or '**Home**'.

Where we refer to '**Resident**', '**you**', '**your**' and '**yours**' the reference is to the person named who is to receive the accommodation, personal care and (where necessary) nursing care.

Where we refer to the '**the Client**', '**the Client's Power of Attorney**', '**the Client's Next of Kin**', '**the Client's Representative**' the references is to Client who has entered into the Agreement to for the Company to deliver care to the Resident.

Where we refer to '**Respite Care**' we refer to a temporary placement which is usually arranged to provide a carer give a temporary rest, or can be used when temporary period of illness places an unmanageable burden upon an individual or their family members, or in situations where arrangements are being made to enable the resident to return home with a package of care. For the purposes of this Agreement Respite will be a temporary placement of a fixed duration of less than 6 weeks.

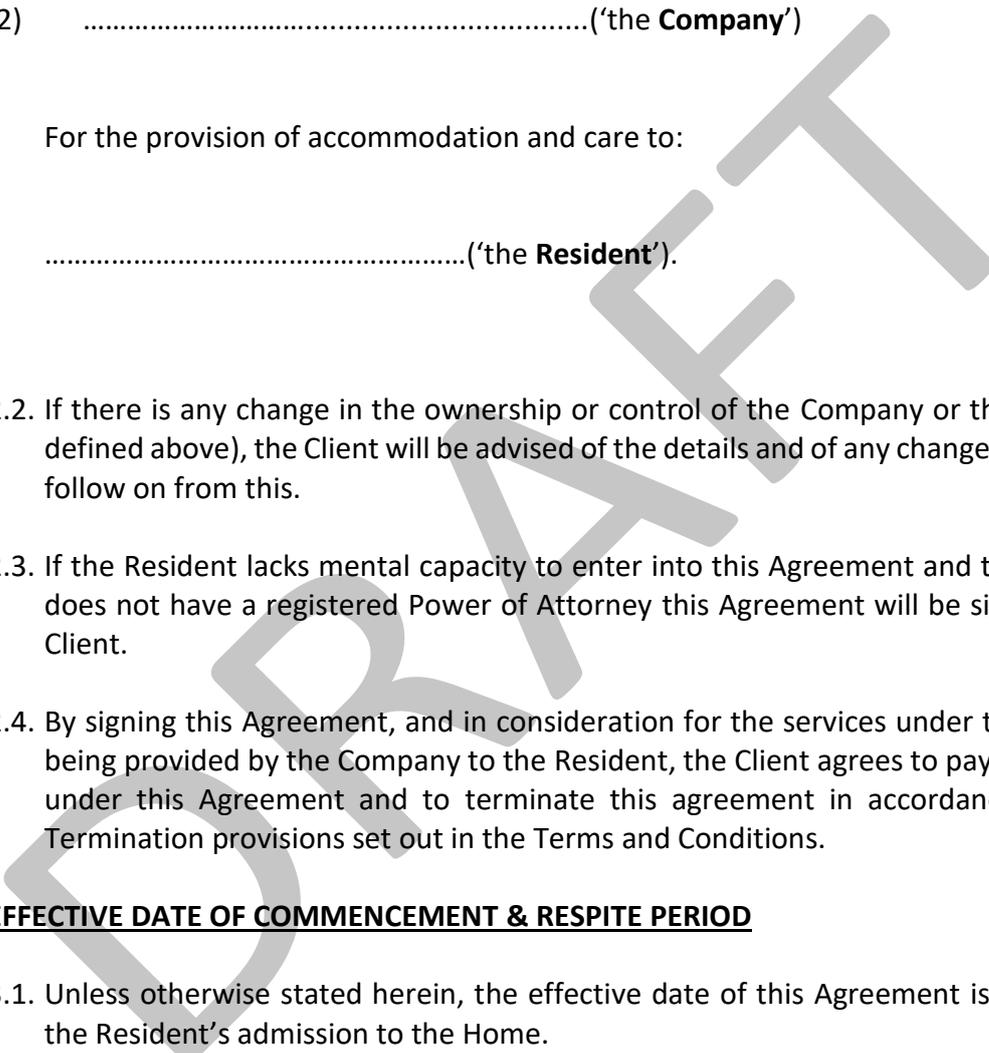
Where we refer to '**Respite Period**' we refer to the agreed period of your temporary placement.

2. PARTIES

2.1. This is an Agreement for services between:

(1) ('the **Client**'/ 'the **Client's Power of Attorney**' /'the **Client's Next of Kin**' / 'the **Client's Representative**')

and

(2)('the **Company**')


For the provision of accommodation and care to:

.....('the **Resident**').

2.2. If there is any change in the ownership or control of the Company or the Home (as defined above), the Client will be advised of the details and of any changes which may follow on from this.

2.3. If the Resident lacks mental capacity to enter into this Agreement and the Resident does not have a registered Power of Attorney this Agreement will be signed by the Client.

2.4. By signing this Agreement, and in consideration for the services under this contract being provided by the Company to the Resident, the Client agrees to pay all fees due under this Agreement and to terminate this agreement in accordance with the Termination provisions set out in the Terms and Conditions.

3. EFFECTIVE DATE OF COMMENCEMENT & RESPITE PERIOD

3.1. Unless otherwise stated herein, the effective date of this Agreement is the date of the Resident's admission to the Home.

3.2. The **Respite Period** commences on2019 and ends on.....2019

3.3. This Agreement is required to be signed by the parties to it before the Resident's admission to the Home (or as soon as is reasonably practicable after admission and in any event within the first 24 hours following admission) as confirmation that the Client, accepts the Terms and Conditions of this Agreement. If for any reason the Resident is admitted into the Home before this document is signed, their admission will be taken by the Company as conduct sufficient by them to amount to acceptance of all

of the Terms and Conditions contained within this document and any other document(s) incorporated within it.

4. TERMS AND CONDITIONS

4.1. The acceptance of a Resident to stay in a care home involves a special relationship where we are responsible for providing personal and (where necessary) nursing care. We value the personal quality of this relationship and do our utmost to ensure we provide a high standard of care and support.

4.2. Providing such care and support requires a complex building and a specialist staff team. Our financial costs are significant and hence we have to define the relationship in contractual terms. These Terms and Conditions are intended to protect the Client and us from any misunderstandings and are for our mutual benefit. It is a legal requirement under the Care Quality Commission (Registration) Regulations 2009 that there is a written contract in place for people who live in our care home.

4.3. The Terms and Conditions for the Provision of Accommodation and Care Services in the Home are set out in full in Schedule 1. The Terms and Conditions are incorporated into and form part of this Agreement except for:

- **Clause 5 Trial Period**
- **Clause 10 Termination**

which do not apply to Respite Agreements and are replaced with the provisions set out below:

4.4. This document is very important as it constitutes a binding contract. You should therefore read both this Agreement and the incorporated Terms and Conditions very carefully. We suggest that you seek independent legal advice as it is important that you have read and understood the Terms and Conditions prior to entering into this Agreement.

4.5. We bring your specific attention to the following key terms set out in the Terms and Conditions:

- Fees – Clause 6
- Fee Reviews – Clause 7
- Additional Services – Clause 8
- Changes to Funding Arrangements -Clause 9
- Insurance -Clause - 11
- Temporary Absence – Clause 17
- Complaints - Clause 20
- Variation - Clause 22.5

5. TRIAL PERIOD

There is no Trial Period provided for respite placements.

6. FEES and SERVICES

- 6.1. Following an assessment of your care needs the **Total Fee** that we will charge based on your current needs is [£] per week.
- 6.2. The Statement of Fees (Appendix 1 to the Terms and Conditions) sets out how our fees have been calculated and any contributions that will be paid towards these fees by the NHS or other third party. The Statement of Fees also sets out the net amount that you will be required to pay. Whilst we may receive a contribution towards the total costs of fees payable you remain liable for the **Total Fee** set out in the Statement of Fees.
- 6.3. The **Total Fee** set out at paragraph 5.1 above can be varied by us on notice. Any changes will be made in accordance with the Terms and Conditions Clause 7.

7. TERMINATION

Termination on Expiry of Respite Period

- 7.1. This Agreement will terminate immediately on expiry of the **Respite Period** unless the period is extended with the Agreement of the Client and the Manager before the expiry of the Respite Period.
- 7.2. The Resident is required to vacate the Home by 12.00pm on the last date of the Respite Period.
- 7.3. Any request to extend the Respite Period should be made as soon as reasonably practicable to ensure that the Home is able to accommodate the Resident for an extended period.
- 7.4. The Company cannot provide any guarantee that the Resident will be able to extend the Respite Period.

Termination on Death

- 7.5. This Agreement will terminate immediately on the Resident's death. In such circumstances, the Company's fees will be charged up to the end of the Respite Period or for up to three days following the Resident's death (whichever is the shorter) to enable the room to be cleared.
- 7.6. If the room is occupied by a new resident during this period fees will not be charged.
- 7.7. On the Resident's death, the Client agrees to inform the Company of the details of the executors/administrators appointed by the Resident's estate.

7.8. The Client agrees to inform the appointed executors/administrators of the Resident's estate of any fees that remain outstanding within 7 days of the date of the Resident's death.

Termination by the Company

7.9. The Company may terminate this Agreement in any of the following situations:

7.9.1. the Client fails to pay the fees due and payable under this Agreement;

7.9.2. the Company can no longer provide care which is appropriate for the Resident's needs within the Home;

7.9.3. there is an irreconcilable breakdown in the relationship between the Resident and/or the Resident's relatives or representatives which interrupts the service or safe delivery of care to the Resident or other service users;

7.9.4. the Home closes and/or the Company's registration in respect of the Home is cancelled;

7.9.5. where in the opinion of the Company, the Resident is disruptive and/or presents a risk to the welfare of the other service users in the Home, or its staff (in which case the Company's right to cancel will be exercised reasonably taking account of the type of care that the Home has agreed to provide to the Resident and after all reasonable efforts have been made by the Company to manage the risk);

7.9.6. the Resident's funding arrangements change and there is no person willing to enter into a Third-Party-Top Agreement and/or the Client refuses to pay additional charges not met by CHC.

7.10. In such cases the Company will endeavour to work with the Resident, professionals and the Resident's family to determine appropriate alternative accommodation.

7.11. The Company will give no less than 14 days written notice to terminate the Respite placement save for clauses 7.9.1 – 7.9.6 above, where the notice period will be a minimum of 24 hours' notice of termination.

7.12. Notice will be served in writing on the Client.

Termination by the Client

7.13. The Client may terminate this Agreement upon giving the Company not less than 7 days written notice of termination. Should the Resident vacate the Home

before the expiry of the 7-day notice period the full fees due for the Notice period or the remainder of the Respite Period (whichever is the shorter) will remain payable.

7.14. If the Resident vacates the room during the notice period and the room is used to accommodate another resident, the fees due for the remainder of the notice period will be reduced to take into account any sums received during that period.

Extension of Respite Period Notice

7.15. In the event that the Resident’s placement extends beyond 6 weeks, and the Agreement is not extended for a fixed term (i.e becomes a rolling contract), the Client will be required to enter into a Permanent Placement Contract and the Notice period that the Client is required to give is 28 days.

Client’s Agreement (Power of Attorney) /(Next of Kin/ (Representatives)

I confirm that I have received a copy of the Agreement, Terms and Conditions and Statement of Fees. I agree to pay such sums properly due to the Home on the due date and to observe the Terms and Conditions.

As the **Resident/ Resident’s Next of Kin/Resident’s Representative** I confirm that I am responsible for and personally liable for the payment of fees due under this under this Agreement for the provisions of services to the Resident which I have agreed should be provided by the Company.

Signed by Client

Signature.....

Name.....

Relationship/Position.....
(Client/Power of Attorney/ Next of Kin/Representative)

Date

Address.....

.....

Contact Telephone.....

Contact Email.....

Signed on behalf of the Company

.....

Name.....

Position.....

Date.....

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