

FURTHER INFORMATION FACT SHEET

Care Home Name:	Ashfield Court Care Home
Provider Name:	Maria Mallaband Care Group
Provider Address:	Westcourt, Gelderd Road, Leeds, LS12 6DB
Date:	23.01.2020

We recognise that moving into a care home is a significant decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. If you choose to move into our Home, we will enter into an agreement in which both parties will have rights and obligations.

This fact sheet provides you with further information about our service and key terms and conditions that you should be aware of in order to assist you in determining whether our Home is an appropriate choice for you. We have also produced a '**Key Information Fact Sheet**', which contains a brief summary. If you consider that you may wish to move into our Home, we will also provide you with our **Terms and Conditions** before you make your decision. You may request a copy of our full Terms and Conditions at any stage.

Provider Details	The Home is run by Maria Mallaband Care Group Limited The Provider also trades as Chalemere Limited
Management Details	The Home is managed on a day to day basis by Les Marshall.
Regulator	We are regulated by the Care Quality Commission (CQC). The CQC's contact details are: Tel: 03000 6161661 CQC, Citygate, Gallowgate, Newcastle Upon Tyne NE1 4PA
Local Authority	Our local authority is North Yorkshire County Council
Safeguarding Authority	Safeguarding concerns can be raised with the Adult Safeguarding Team at our local authority. Tel: 01609 780780 Address: North Yorkshire County Council, County Hall, Northallerton, DL7 8AD
Trial Period	When you enter the Home, you may do so on a trial period of 4 weeks. During this period either party may terminate the contract by giving 7 days' notice in writing. You do not have to provide reasons for giving notice. We will only give notice during this period in circumstances if: 1. Your needs are not consistent with the information provided on assessment and we are unable to meet your needs or unable to meet your needs at the agreed fee.

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	<p>2. There has been a change in your assessed needs which we cannot meet.</p> <p>3. Your conduct or the conduct of your visitors is not conducive to the environment of the Home.</p> <p>4. Your conduct or the conduct of your visitors places other residents or staff at risk.</p>
<p>NHS Funded Nursing Care Contributions (FNC):</p>	<p>FNC payments are a contribution paid by the NHS to residents who require nursing care following an eligibility assessment. The payments are made as a contribution to the nursing care provided by registered nurses employed by the Company. The amount of FNC payments is set annually by the Department of Health.</p> <p>The weekly fees we charge for nursing care are inclusive of FNC contributions. If you are entitled to FNC payments the amount receivable will be deducted from the Total Fee and you will be charged the balance. You will remain liable for the Total Fee if FNC payments are withdrawn.</p> <p>If FNC payments are stopped because you are admitted to hospital, then as you will be liable for our Total Fee the fees that you are required to pay may increase. This is because we are still required to have the same amount of nursing staff on duty and your absence from the Home does not reduce our costs.</p>
<p>Change to Funding Arrangements</p> <p>Third-Party-Top-Ups</p> <p>NHS Funding</p>	<p>If your funding arrangements change whilst you are in the Home, this may have an impact on your placement.</p> <p>If you are self-funding and become eligible for local authority funding during your stay, the amount that the local authority agrees to pay may not be sufficient to meet our fees. If this is the case, we may require a third person (a family member) to pay a top up fee. This is called a 'Third-Party-Top-Up'. If there is no-one willing to pay a top up, then we may decide to terminate your placement. The Third-Party-Top-Up will be arranged through the local authority. The local authority is required to consider whether there is any reason you should remain in the Home and whether they have a duty to pay our full fee before requesting a Third-Party-Top-Up.</p> <p>We accept residents who are in receipt of Continuing Health Care Funding. (This is when you are assessed as having a primary health need and the NHS pays for your accommodation and care.) The NHS will usually pay a standard fee which it assesses is sufficient to meet your 'assessed care needs'. Our fees may be higher than the NHS will agree to pay. The NHS may determine that your needs can be met in a more basic care setting. If you become eligible for Continuing Health Care Funding (CHC) during your stay, and the NHS refuses to meet our full fee, you may be required to meet the difference between our fee and the amount the NHS will pay. If you or the NHS are unwilling to pay the additional fee we may decide to terminate your placement.</p>

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	<p>The NHS is required to consider whether there is any reason you should remain in the Home and whether they have a duty to pay our full fee.</p> <p>In circumstances where your funding arrangements change, we will have to terminate our Agreement with you and enter into a new agreement with the local authority, the NHS and/or yourself if you are required to make a contribution towards our fees.</p> <p>You will remain liable under your agreement with us until it is terminated.</p> <p>If you are assessed retrospectively as being entitled to receive NHS or local authority funding, we will only refund the amount that the local authority or NHS agrees to pay us for your fees during this period. This may not be the full amount that you have paid under the Agreement. Any reimbursement should be made directly to you by the funding body. If refunds are made to us, we will reimburse you once we have received cleared funds.</p> <p>If your fees are being paid by the Local Authority during the period of the 12-week-property-disregard (when the value of your house is not taken into account when calculating your eligibility for Local authority funding) or because you have entered into a Deferred Payment Agreement, and the amount the Local Authority pays is lower than our fee, you may be required to pay a top up (First-Party-Top-Up).</p> <p>You are required to inform us if you have entered into a Deferred Payment Agreement or if a local authority is funding your placement during a period of a 12-week-property-disregard.</p>
<p>Complaints Handling Procedure</p>	<p>We operate a robust complaints process. If you have any cause to complain, we request that you follow our complaints process to ensure that we deal with your complaint effectively.</p> <p>A copy of our complaints process is available from reception and is on the website.</p> <p>If you remain dissatisfied with how we have handled your complaint you can refer the matter to the Local Government and Social Care Ombudsman.</p> <p>https://www.lgo.org.uk/contact-us</p> <p>Tel: 0300 061 0614</p>
<p>Reasons for Terminating the Contract</p>	<p>We accept that the Home is your Home and we will not terminate our Agreement with you without a justifiable reason.</p> <p>We may terminate the Agreement if:</p> <ul style="list-style-type: none"> • You fail to pay your fees

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	<ul style="list-style-type: none"> • We can no longer meet your assessed needs • There is an irreconcilable breakdown in the relationship between you and us or between us and your relatives or representatives • The Home's registrations is cancelled or the Home closes • Your conduct is not conducive to the Home, or other residents or your conduct puts other residents or staff at risk of harm • There is a change in you funding arrangement and your or your representatives refuse to pay the top-up-fee or additional fees charged <p>You may terminate this Agreement by giving 28 day's notice.</p>
Last Food Hygiene Rating	Our latest food hygiene rating dated 24 July 2019 was 5 star
Contents Insurance	<p>Our insurance policy provides cover for client's personal belongings up to the maximum value of £1000.00 for each claim with the exception of cash. The policy carries a £50 excess payable by you for each claim made under the policy. If personal belongings of greater value are kept in the Home, they should be covered by your own insurance.</p> <p>High risk items such as dentures/hearing aids/spectacles/jewellery and cash are not covered by our insurance.</p>
Pets	We are afraid that we are not able to accommodate your pets but will attempt to facilitate visits. Please discuss with the Manager.
Meeting Client's Preferences	<p>We use all reasonable endeavours to meet your personal preferences. If you prefer to receive care from a male or female carer, we will wherever possible accommodate this request.</p> <p>We will discuss with you any specific dietary and religious requirements in order for us to meet these. If we are unable to meet your preferences/needs we will explain clearly the reasons as to why, before you move into the Home.</p>
Terms and Conditions	Copies of our full Terms and Conditions can be found in our Information Pack, on our website and at reception. Please ask the Manager or reception if you require a copy.
Consumer Regulations	If you are not present when the Agreement is entered into or if the Agreement is entered in away from the Home, you are permitted to terminate the Agreement within 14 days without any penalty to you. If you have moved into the Home during this period and have therefore asked us to start delivering a service to you, we will be able to charge you for the service that has been provided. Full details are set out in the Terms and Conditions clause 23.9.