

Terms & Conditions:

Definitions:

In this contract the expressions " The Service Provider" means "Community Home Care Provider of 24 London Road, Morden, Surrey SM4 5BQ

The "Client" means the individual who has been assessed as requiring either domiciliary or residential/nursing home care and referred either by a General Practitioner, Social Services, family or self-referred.

Initial care and risk assessment fee £25 to £50 depending on distance travelled will be charged.

Note: Live in care rates quoted can vary according to client dependency level.

PART ONE - OBLIGATIONS OF BOTH PARTIES

It is hereby agreed as follows:-

1.The Obligations of the Service Provider shall be:

- 1.1. To provide Clients with their choice of home care and housekeeping services.
- 1.2. To help Clients to remain in the comfort of their own home and be cared for by kind, competent and reliable care staff.
- 1.3. To ensure its commitment to providing the highest standards and quality of home care for the person who prefers to live at home, in line with the New Minimum National Care Standards.
- 1.4. To provide ongoing training, development and supervision to keep its home care staff updated, knowledgeable and competent.
- 1.5. To ensure that all its care and housekeeping staff are thoroughly vetted before they are employed to ensure they are suitable for the job.
- 1.6. To promote a positive image of the older person in our communities.
- 1.7. To ensure the principles of the National care Standard are fully observed in the service it provides, to reflect the recognized rights that Clients have as a citizen. The main principles are: Dignity, Privacy, Choice, Safety, Realising Potential and Equality & Diversity.
- 1.8. To monitor and review the quality of care service provided on an ongoing basis.
- 1.9. To operate the Service in line with applicable legal requirements and best practice guidelines.

2. The Obligations of the Client shall be:

- 2.1 To treat care staff with the same respect you can expect from them. Home Care Workers are there to provide the care and support you need.
- 2.2 To give your co-operation in all health and safety matters to make sure we provide you with a safe service.
- 2.3 To agree to pay the fees for the service to the Service Provider as detailed in part two and to sign the Care Workers time sheets.
- 2.4 Not to make payment for the service direct to the Care Worker, or to give any monetary or other gifts to Care Workers. They are not allowed to accept personal monetary gifts or any form of gifts from Clients.
- 2.5 Expected to provide the Home Care Worker with safe household equipment and materials to help them carry out their duties.
- 2.6 Not to smoke while care staff are present.

Night Duty and Sleeping In. Care Workers on Night duty or Sleeping-In start work at 10pm and finish at 7am the following morning. It is usually possible for Clients to negotiate variations on these times if required. [Night work, which begins or ends on a Public Holiday, will be charged at Public Holiday rates.]

A Care worker Sleeping-In expects to get a reasonable night's sleep although she/he has agreed to be available to deal with emergencies. If called more than twice in the night the Client will be charged Night duty rates.

3. Personal Plan

- 3.1 A personal plan will be developed with you that details your care needs and personal preferences and the support you need as agreed with you and based on your assessed needs.
- 3.2 It will include information and decisions about items such as: What you prefer to be called; Food and drink preferences and any dietary needs; any communication needs, social, cultural and spiritual preferences; the name of your home care worker; your right to privacy, dignity and confidentiality; when and in what circumstances relatives, friends and carers will be contacted.

You will be provided with a copy of your personal plan in a format that you can understand.

The Personal Care Plan will be looked at regularly to make sure that it continues to meet your individual needs. You can ask for your care needs to be reviewed at any time.

4. Contact Numbers

- 4.1 Contact Name and Number during office hours:

Name: [Charmaine Perera] Tel No: [020 8685 0990]

4.2 If you need to contact the Company outside of normal office hours which are 9 –5.30 Monday to Friday, the Contact Number is: 020 8685 0990. This is an out of hour service number.

5. Management

5.1. All Home Care and Housekeeping Staff are thoroughly vetted before they are employed.

5.2. This involves a formal recruitment and selection process which includes:-

Taking up references

Criminal record checks

Cross reference to registers of the Social Services, Central Council for Nurses, Midwives and Health Visitors, or other Professional organization where appropriate.

5.3. All Care Workers and all staff receive ongoing training and development to ensure that they have the skills and competence to carry out the tasks you require, and that the service provided will be consistent and reliable and meeting the quality standards and requirements of the Service Provider.

5.4. Care Workers are required to wear a uniform or be dress suitably and appropriately for their work and with regard to your cultural sensitivities. Together with sensible shoes - preferably flat with non-slip rubber soles. A high level of personal hygiene is also required.

5.5. Arrangements are in place to ensure that holidays and sickness of support Workers are fully covered. The Service User will be informed the name of the cover support worker. The cover support worker will be briefed on the service users care needs.

5.6. The Service Provider has Policies and Procedures in place for the effective and safe operation of the business and for the welfare and interests of those who work for the Company. All employees are expected to comply with them. All employees receive a copy of the Staff Handbook and other applicable information.

5.7. All Care Workers are required to wear/carry identity badges at all times when going into client's homes.

6. Change in Circumstances

6.1 Your needs for the service will be checked regularly with you. If you feel the service is not meeting your needs, please contact your Care Manager.

6.2 If you are going on holiday, going into hospital, or likely to be away, please let your home care Service Provider know as soon as possible.

7. Raising any compliments

7.1 If you are not satisfied with any part of the service we provide, please contact the Home Care Service Provider immediately on Telephone Number :020 8685 0990 or complete a Compliments, Comments and Complaints Form send it to the Service Provider at the address on the front of the Contract.

7.2 The Service Provider will deal with any concerns and complaints quickly and sympathetically and will provide full information about what will happen as a result of a problem or complaint.

7.3 Should a complaint not be resolved to your satisfaction there is a procedure for making a formal complaint directly to the Care Commission.

8. Security & Clients Property

8.1 Where a Client's key is issued to a Care Worker the key remains the sole property of the Client. Care Workers are forbidden to copy or share keys between other Care Workers without the prior permission of the Client or Clients relative and the Service Provider's management.

8.2 Care workers are not permitted to use the Client's telephones for private or outgoing calls, except in the case of an emergency, and with the Clients permission.

8.3. When handling Client's money for any purpose, Care Workers are required to keep an accurate account of all monies handled, received or spent and entered in an account provided by the Service Provider.

8.4. When collecting a Clients pension on the Clients behalf, the Care Worker must have a letter of authority as well as evidence of identity to present to the post office. The correct amount of money will be handed to the Client and the pension book returned.

8.5. Care Workers are not allowed to accept personal monetary gifts or any form of gifts from Clients.

8.6. Care Workers are not allowed to:-

- i) Act as an executor or witness to the Clients will
- ii) Become a beneficiary to the Clients will
- iii) Undertake to manage the Clients financial affairs

8.7 Care Workers must reported immediately any damage to Client's property to the Senior Care Staff Manager.

9. Client Protection

9.1. The Service Provider has Procedures and Policies in place and it is a requirement that all it's employees follow these in order to protect client from abuse, neglect and self-harm. This is to ensure that clients are safeguarded from any form of abuse or exploitation including physical, financial, psychologically sexual abuse, neglect, discriminatory abuse or self harm or inhumane or degrading treatment through deliberate intent, negligence or ignorance

9.2. Any evidence of abuse or neglect must be reported immediately to the Senior Care Manager or one of the Partners. All allegations and incidents will be followed up promptly and the necessary action taken.

10. Insurance / Liability

10.1 Insurance cover. Liability for any damage in clients home by the care worker - The company has a Homecare Package Insurance policy which covers, Employers, Public and Products Liability.

10.2 Our insurance cover is annually renewed and meets the requirements of our major care Purchasers.

11. Health & Safety

11.1 The Service Provider has a Health & Safety Policy that is circulated to all employees. In accordance with its duty under the Health & Safety at Work Act 1974, Community Home Care Providers will take all reasonable practicable steps to implement standards of Health, Safety and Welfare which fully comply with the requirements and conditions set out under the Act, and with other relevant Statutory Regulations and Requirements, EEC Directives and Approved Codes of Practice and any subsequent amendments.

11.2 A Risk Assessment is carried out to assess the health and safety risks to employees, and others, who may be exposed to as result of their work.

11.3 Care Workers also have a legal duty to take care of their own health and safety and those affected by your work, which includes client's safety. They are required to follow safe working practices whilst on clients premises. The health, best interests and rights of the Client are safeguarded by maintaining a record of key events and activities in the home.

11.4 Care Workers are not allowed to smoke in client's homes.

12. Monitoring and Review of the Service

12.1 You will be visited from time to time by the Home Care Service Provider and asked about the quality of the service you are receiving. Also, once a year you will be asked to complete the Home Care Survey Questionnaire.

12.2 These are important ways of getting your views on the service we provide. By checking our service with you we can make sure we are meeting your needs in the right way and to your satisfaction. We need you to tell us how well we are doing and what improvements you would like to see.

13. Changes to the Contract

13.1 Any alterations or variation of the terms and conditions of this contract must be agreed in writing by both parties

14. Cancellation of the Contract

14.1 Should the Service Provider need to terminate the Contract it will give the Client two weeks notice in writing to the client.

14.2 Should the client wish to terminate the Contract they must give the Service Provider Two weeks notice in writing.