

Service Users Contract

Introduction

This document sets out the respective rights and responsibilities of the management and staff of Care 24/7 Healthcare and the service user _____.

Care 24/7 Healthcare is regulated by the Care Quality Commission. We aim at all times to reach, and indeed exceed, the requirements of the Health and Social Care Act 2008 (Regulated activities 2010). If you would like to see a copy of this, ask any of our staff.

We try to provide excellent care. We will do everything possible to respect the rights of our service users, particularly by observing the values of privacy, dignity, independence, choice, civil rights, security and fulfillment, which we know can easily be threatened by disability or illness.

We recognise that providing care is a co-operative process and we will attempt to consult service users and their representatives as fully as possible. This document should be read in the light of those principles.

The Service User

The person for whom the service will be provided, referred to throughout this document as "the service user", is:

Name: _____

Address: _____

Telephone number: _____

Any other appropriate contact details, e.g. fax or e-mail:

The Provider

The agency providing the service is Care 24/7 Healthcare.

Address: _____

Telephone number: _____

Any other appropriate contact details, e.g. fax or e-mail:

Contacting us

Out of Office Hours - the above phone number is in use 24 hours a day, 7 days a week.

Your Local Contact Point

The manager directly responsible for the service is _____.
The care workers who will be assisting the service user are based at the office address, see above.

The Service to be Provided

Care 24/7 Healthcare undertakes to provide a domiciliary care service as follows:

Please refer to the detailed Care Plan and Care Diary which has been agreed between Care 24/7 Healthcare and the the service user. Care 24/7 Healthcare care workers will not deliver any care that is not specified within the Care Plan and Care Diary.

We reserve the right to vary your scheduled visit time by up to 30 minutes, this is to allow for traffic conditions and service user emergencies, where applicable. You will receive a telephone confirmation of your visit time should the variance exceed 30 minutes.

When staff become sick at short notice, service users needs take priority e.g. those who need medication or where there is a time related event, such as a day centre transport pick-up. Vulnerable service users will always be covered first.

Cancellation or Withdrawal of the Service

The arrangements, if Care 24/7 Healthcare has to withdraw the service will be as follows:

Care 24/7 Healthcare will give the service user _____
days notice to terminate the service.

If the service user wishes to cancel the service temporarily, the arrangements will be as follows: _____

In the event of hospitalisation, the service will be deemed to have ceased at the last visit before the hospitalisation took place.

In the event of a death of a service user, the service will be deemed to have ceased at the last visit before the death occurred.

Review of the Service

Care 24/7 Healthcare will provide services on the basis of an agreed Care Plan. This is based on an assessment of the service user's needs, undertaken before the service starts or as soon after as possible.

The needs of the service user will be reassessed from time to time, at least annually. The service user may request a review at any time if the service being delivered is felt to be too little, too much or inappropriate.

If it is agreed that the service should be changed significantly, the Care Plan will be modified accordingly and a new contract issued.

In the case of service users whose fees are paid by a local authority, any reassessment and change to the Care Plan will be carried out in conjunction with relevant social services staff.

Fees Payable

The fees payable are detailed on the attached schedule of fees.

Your total fees payable are: _____.

These fees include all mileage and any related exceptional fees.

Insurance

Care 24/7 Healthcare delivers the service within the service users home and at their own risk. We strongly advise all service users to have a home contents policy in case of any breakages or damages incurred by the care worker.

Staff Supervision

The care workers assigned to the service user will be under the supervision of the registered manager to whom any complaints or comments about the service should in the first instance be addressed. A copy of the complaints procedure is available on request.

Monitoring and Quality Assurance

Care 24/7 Healthcare is eager to provide a quality, person-centred, professional service and to make improvements wherever possible. Our monitoring and quality assurance arrangements take the form of spot checks and questionnaires, both of which involve the service user. Individual supervision and appraisal of staff take place at appropriate intervals. Copies of the monitoring and quality assurance policies are available on request.

Supplies and Equipment

Care 24/7 Healthcare will supply the following: all personal protective equipment including aprons, gloves and anti-bacterial wash. A uniform and/or tabard will be supplied to all care workers.

The service user will supply the following: any cleaning equipment required by the care worker and any other equipment specified in the care plan.

Health and Safety

The responsibilities of Care 24/7 Healthcare in relation to the health and safety of both the service user and its staff in this relationship are as defined within the Health and Safety Act 1974 and all other related legislation.

The health and safety responsibilities of the service user are as detailed below:

- The service user's home becomes the care workers work place and as such comes under the remit of the Health and Safety at Work Act 1974 and all related legislation.
- A Code of Practice is in operation which takes into account the Prevention and Control of Infections within Adult Social Care, which forms part of the assessment process.
- Full risk assessments will form part of the care needs assessment and care planning process and will identify any matters which need to be addressed by the service user before commencement of the service.

- Where the service user is unwilling or unable to minimise the risks in order for the service to be delivered, Care 24/7 Healthcare will take time to consider its options and this could result in the withdrawal of the service agreed.

Staff Holidays and Sickness

On occasions of staff holidays or sickness, Care 24/7 Healthcare undertakes to retain the running of the service. Where the service user is unwilling to accept a different care worker, the care will not be undertaken.

Entering and Leaving the Premises

Arrangements for the staff of Care 24/7 Healthcare to enter and leave the service user's home are documented and recorded within the Assessment of Needs and the Care Plan. Any access codes are kept confidential and shared only with the relevant care workers.

Force Majeure

Care 24/7 Healthcare will not be liable for acts of God (riot, civil commotion, fire, flood, fuel shortages, strikes or labour disturbances and transport disruptions, whether involving Care 24/7 Healthcare Employees or any other party). All reasonable endeavours, in such an event, will be made to provide care workers, though this provision of care may be suspended while the interruption continues.

Care 24/7 Healthcare will not be liable to you for any loss you may have suffered and/or cost you may incur as a result of the interference or interruption.

Instructions

Two copies of this agreement to be completed and both signed on behalf of Care 24/7 Healthcare.

The Service User or Advocate to sign both copies, one copy to be retained by Care 24/7 Healthcare and one copy retained by the Service User or Advocate.

Signed on behalf of the service user:

Print Name _____

Signature _____

Date _____

Signed on behalf of Care 24/7 Healthcare:

Print Name _____

Position _____

Signature _____

Date _____