

# Service Users Handbook

2018/19



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## Part 3: Service Contract

(2 copies – Service User and Provider)

Issued to:		Name (Service User)	
Issued by:		Address (Service User)	

# Part 1

## 1.1 Welcome to Vista Care Solutions

On behalf of Vista Care Solutions (VCS), the owners of VCS and all of our staff, we welcome you, your family and your friends. We are delighted you have decided to join us and will continue to enjoy your current recreational and social pastimes in addition to those which we may be able to offer now that you will be joining us.

This guide will provide you with an overview of VCS and how we can support you in maintaining your independence in your own home.

To make sure we are meeting your needs, at the end of the first month of our service we will jointly review the care and support service you have received. This is to ensure that you are satisfied with all the aspects of your care as if you are not for any reason this is a fantastic opportunity to put things right. To conduct the review, we would usually consult with you and/or your family (if applicable) to obtain feedback on how you have enjoyed the service and if there are any changes that you would like us to make to optimise your experience with us.

## 1.2 The Background of VCS

VCS began trading in May 2018 supplying Care Assistants to Private Care Homes in the London & the South East. We started as a training company named Vista Training Solutions over 10 years ago. During this time, we have successfully trained many Health and Social Care professionals on how to provide exceptional care. Now we are putting our teaching and words into action.

# Part 2

## 2.1 Our Philosophy of Care

- All people supported by and who work at the agency and all people who visit will be treated with respect at all times.
- We aim to offer skilled care to enable people supported by us to achieve their optimum state of health and well-being.
- We uphold the human and citizenship rights of all Service Users and all who work and visit.
- Individual choice and personal decision-making are the right of all Service Users and will be supported by all the people who work for VCS.
- The right of independence will be respected and encouraged for all Service Users.
- The individual uniqueness of Service Users, staff and visitors will be recognised and these people will be treated with dignity and respect at all times.
- The individual requirement for privacy will be respected at all times and all information relating to individuals will be treated in a confidential manner.
- We recognise the individual need for personal fulfilment and aim to offer individualised programmes of meaningful activity to satisfy the needs of Service Users and staff.

## 2.2 Principles and Values of VCS

VCS is committed to supporting vulnerable people so that they can continue their lives with dignity and independence and be participating members of their own communities. VCS is also committed to meeting the needs of those people entrusted to our care.

We always strive to place the needs of the Service Users at the heart of everything that we do and the decisions that we make. The basic principles underlying our support to vulnerable people include:

### **Privacy**

The Care Worker recognises your right to be left alone, undisturbed and free from intrusion and public attention. You have the right to privacy with regard to both your personal affairs and belongings. Written permission will be sought for access to your records.

### **Confidentiality of Information**

Your rights to confidentiality will be safeguarded. The Care Worker will not disclose any personal information about you to a third party unless this has been agreed with you. Agreement to disclose information should only be sought if it is for your benefit, e.g. for the purpose of assisting in your support.

### **Fulfilment of Aspirations**

Your social, emotional, cultural, political and sexual needs are accepted and respected.

### **Consultation**

You will be consulted about daily living arrangements and enabled to participate in discussions about any proposed changes to those arrangements. You will be fully involved in and fully informed with respect to the individual assessment of your support needs. You have a right to be involved in a careful and thorough assessment of your needs and wishes, and to be informed of the outcome.

VCS's commitment will be to find the best and most cost-effective way of meeting your needs and aspirations. You will be supported to make informed choices about the future, this will be incorporated into your individualised Care Plan.

### **Personal Choice**

Your care will support you to exercise your personal choice in opportunities and lifestyle. The care will ensure that you are central to all decisions being made. If, for reasons of mental frailty, you are not able to participate fully in Service User Planning, consideration will nevertheless be given to your wishes, as far as these are expressed and are practical. We welcome designated advocates in this context. Account will also be taken of the needs and rights of carers to lead their lives without unreasonable levels of demand and stress.

### **Review**

You will have a regular review of your individual circumstances with VCS.

### **Services Information**

You will be fully informed about the Services provided by VCS.

### **Legal Rights**

You will be fully informed about your legal rights.

### **Medication**

You will be fully informed about your medication needs and supported in making decisions in relation to medical treatment whenever possible.

### **Family and Friends**

You will be supported to maintain access to family, friends, facilities and the overall community.

### **Complaints**

You will have access to a formal complaints procedure and will be able to be represented by a friend or adviser if you so wish.

### **Supporting your Independence**

You will be supported to take risks on the basis of your own, informed opinion. You will have the opportunity to think, act and make decisions.

This will include the capacity to incur a degree of calculated risk.

The principles outlined above must be guided by prior commitments imposed by health and safety or statutory Requirements.

## **2.3 Standards You Can Expect**

The Care Quality Commission has outlined the standards below that provide the key building blocks in the way we set our standards:

### **Respected and involved in what's happening at every stage**

- You, or someone acting on your behalf, will be involved in discussions about your care, treatment and support
- You will get support if you need it to help you make decisions and staff will respect your privacy and dignity
- Before you receive any examination, care, treatment or support, you will be asked whether or not you agree to it

### **Care, treatment and support that meets your needs**

- Your personal needs will be assessed to make sure you get safe and appropriate care that supports your rights
- You will get the care that you and your social care professional agree will make a difference to your health and wellbeing
- Your care needs are coordinated if you move from one care provider to another
- Staff respect your cultural background, gender, aged, sexual orientation, religion or belief and your disability if you have one

### **To be safe when using a service**

- You will be protected from abuse or the risk of abuse, and staff will respect your human rights
- If your home care agency is providing nursing care, you will get the medicines you need, when you need them, and in a safe way

### **Cared for by staff with the right skills to do their jobs properly**

- You will be cared for by staff who have the knowledge, skills and experience needed to meet your health and welfare needs
- You will be looked after by staff who are well managed and have the chance to develop and improve their skills

### **Your home care agency routinely checks the quality of its services**

- The managers of your home care agency continuously monitor the quality of their services to make sure you receive the support you need
- Your personal records will be accurate and kept safe and confidential
- You or someone acting on your behalf can complain and will be listened to. Your complaint will be dealt with properly

*Source: 'What standards you have a right to expect from the regulation of agencies that provide care in your own home'. (2013). [PDF] Care Quality Commission.*

## **2.4 Getting Started**

The first step is to arrange to visit you in your own home. The Registered Manager will discuss with you your individual requirements and the range of services we are able to provide here at VCS. This process will be formalised into an assessment of your needs, which should form the basis for a decision by both you and VCS as to whether the necessary service can be provided. In common with all records regarding Service Users, the assessment(s) will be made with your full knowledge and cooperation, and the records will be shown to you and be available to you at any time.

The Registered Manager or one of our team will visit you in your home, or in hospital if necessary, and will document a pre-service start assessment with you. This initial set of information will form part of your Support Plan which illustrates and reviews how your family and our staff gain an understanding of how we can use our skills for an overall improvement to your health and wellbeing.

If you have any questions please discuss them with your Key Worker, or contact the Registered Manager, who will be very happy to answer them. VCS manages the commencement of service arrangements in line with detailed Policies and Procedures which are all available to view on our website.



## 2.5 Here When You Need Us

In order for you to receive quality care, we have initiated a Key Worker system. You will be offered an opportunity to choose your Key Worker. They will undertake to identify your needs with you and ensure that they can be met through a Service User Plan.

The aim of the Key Worker System is to provide each Service User with an advocate within the staff team, and to develop a relationship based on trust and mutual respect. The Key Worker will undertake an assessment with you to establish your preferred name, personal circumstances, personal history, and social and medical circumstances, all of which will be entered into your individualised Care Plan. The Key Worker will also assess your psychological and physical capabilities. Previous work and hobbies, preferences with regard to activities and food will be noted and a personal programme of support and/or care devised according to your wishes.

Your Key Worker will be the main point of contact for you and your principal carers/relatives, and will be available to answer any questions, to support your daily care routine and to simply have a chat with you whenever you so wish. They will also arrange for meetings to review your Service User Plan periodically with you and your family or friends, and to measure the progress of your care programme.

Obviously not everyone gets on with each other. If you are unhappy with your Key Worker, please bring this to the attention of the Registered Manager. The matter will be resolved sensitively and confidentially, and a new Key Worker will be assigned to you if this is appropriate.

## 2.6 Key Policies and Procedures

### 2.6.1 Confidentiality

Our policy is that any information about you is strictly confidential and that maintaining a position of trust in this regard is paramount. However, because some information is relevant to providing quality support, such information will be shared with members of staff who may be supporting you. Visiting professionals and visitors requiring information will be referred in the first instance to the Registered Manager or the person in charge within The Agency. You or, where appropriate, your principal Carer will be consulted where appropriate before information is released.

Information about you will be stored in paper form and may also be held on computer. Both forms are treated in the same strictly confidential way.

Information about you is needed in order to enable staff to provide proper support and treatment. Some of the information may also be used for other purposes, such as:



- Making sure our services meet your needs
- Helping staff to review the support they provide to you to help them achieve the highest standards
- Investigating complaints or legal claims
- Auditing of our services
- Sometimes information about you needs to be passed on to other agencies or organisations, for example if you are receiving care or support from a GP or hospital.

**The types of organisations with whom we may share information about you are:**

- GPs
- District Nurses
- Other Health Professionals
- Social Workers
- Care Quality Commission

All employees are expressly forbidden to act as witnesses to the signature of any documents such as wills and testaments. Neither employees nor the service may be a beneficiary under a Will of any past or present Service User. Gifts to staff are subject to disclosure to the Registered Manager and may be refused on the basis of conflict of interest.

## 2.6.2 Service User's Personal Fulfilment

The aim of VCS is to actively help you to lead a fulfilling life within the limits of your abilities and wishes, and to recognise and cater for you should you wish not to be active or socialise.

Staff will take an interest in things that you have done in the past and discuss current interests, particularly those you wish to retain. They will assist you in developing skills and following your interests.

You will be central to the devising of your Service User Plans. A family member, friend or external advocate may also be involved as is considered appropriate. Staff will endeavour at all times to create a stimulating environment and to focus on maximising your potential. They will attend to your complete needs irrespective of how your disabilities may affect them. You are an equal and unique human being and will be offered help and services according to your own unique needs, irrespective of race, gender, sexuality, culture or state of health.

### 2.6.3 Risk Taking & Risk Management

The assessment of risk is addressed as part of the commencement of service process for each person and the results are integrated into the Service User Plan. By this process of integration your views, the views of the principal carer, family members and professional advisors will be fully considered, as part of the participative Service User Planning process.

The following checklist of issues forms the basis of the risk management assessment. Each issue will be discussed in detail and those discussions will be recorded and will determine the way in which VCS aims to undertake to meet your wishes:

- Privacy
- Visitors
- Attendance at clubs and centres
- Going to places of worship and other activities
- Engaging in leisure and recreational pursuits
- Carrying identification
- Bathing
- Use of stairs
- Degree of independence
- Seeking help in an emergency

### 2.6.4 Equal Opportunities

You have the right to practise your beliefs, religion or culture without constraint by restrictive or discriminatory practice.

Complaints of discriminatory practice will be thoroughly investigated, and the results of the investigation made known to the complainant.

All complaints will be recorded in such a way as to highlight repeated problems.

### 2.6.5 Inappropriate Behaviour

Inappropriate behaviour is the systematic maltreatment, or physical, sexual, emotional or financial abuse of one person by another. VCS is committed to preventing inappropriate behaviour and if you, a carer, friend or relative has any concerns in this area, they should discuss this immediately with a senior staff member or use the formal complaints procedure. You, your principal carers and relatives will be kept informed of the progress of the investigation into any complaint.

### 2.6.6 Smoke Free Law

Legislation states that a private dwelling is not defined as smoke free unless used as a place of work. At certain points in the day your home becomes a place of work for our care/support staff. For the health and safety of our staff we ask you and anyone else present in your home, to refrain from smoking and ventilate any room in that will be used for your care for at least one hour before the agreed time.

If you smoke while your Home care is with you, the Home care will be obliged to leave your home for the duration of your smoking and shall not be permitted to re-enter your home until 1 hour after you last smoked. Any additional requirements or any variation to this clause will be specified in your Support Plan.

### 2.6.7 Changing the Support Plan or Service Agreement

Should any changes to the Support Plan or agreement be required, then the VCS office and/or your Social Worker of the local authorities Directorate of Adults and Children's Services must be notified. You can make your request by either telephone or in writing. The relevant telephone numbers and addresses can be found in the Service Users Support Plan.

### 2.6.8 Service Reviews and Quality Assurance

#### Policy

VCS aims to provide a high standard of care for all service users. To this end, the company will attempt to acquire all available feedback from the users of its services in order to gain a level of knowledge which assists in the development of services to meet the expressed needs of those who require our help and assistance.

#### Review

Conducted upon a minimum of two reviews per year, this information will help us to identify changing needs in care packages and service improvements.

#### Procedure

The procedure for ensuring that quality standards are maintained in all aspects of the company's sphere of operation is incorporated in:

- **Questionnaires:** Are circulated to all customers and service users at least once a year
- **Care/Support Packages:** Managerial visits to review care packages with customers and service users, at a minimum rate of twice yearly. The aim is to identify changing needs or preferences and establish that care packages are being interpreted correctly.
- **Training:** All staff are required to undertake, a full care induction. In addition, the company promotes training for all staff to QCF Levels and encourages on-going training and continual personal development for all staff.
- **Other:** Staff handbooks are supplied to every member of staff to ensure that all procedures, policies and relevant advice are readily available. All assessments are led by Service User need. Risk assessments are undertaken for all new service users and for existing service users whose circumstances may change.
- **Response Times:** VCS aim to respond to changes in service or care provision rapidly. Our system, under direct supervision of the Registered Manager, can often respond immediately in assisting Service Users with developing needs.

#### 2.6.9 Matching of Care Staff to Service Users

VCS staff will be allocated by, combining positively, the criteria listed below with the needs, choices and preferences of each individual Service User.

Specific recruitment of staff to meet service user needs can occur in situations where special skills and/or persons from particular geographic locations are required. In the case of special skills, familiarisation with the differing languages or dietary requirements of specific ethnic groups, would serve as a good example of specific recruitment. Geographic matching would combine assignment logistics and continuity when and wherever possible.

##### **Influencing factors:**

- Staff availability and choice of hours to be worked
- Location of staff member in relation to the Service User location
- Staff of an elected maturity level or gender
- Staff experience or ability to meet service user needs
- Staff who have been appropriately trained in moving & handling, first aid, basic food hygiene and another specialist training.

VCS aims to provide continuity of care, by allocating key staff members to each Service User. Additional staff will be involved from time to time to maintain familiarity and to offer back up cover during holidays and sickness. We will always do our utmost not to send an unknown member of staff unless this is beyond our reasonable control.

#### 2.6.10 Cancelling/Suspending/Termination of Service

##### Policy

It is the aim of VCS not to suspend or terminate any provision to any Service User which will leave individuals vulnerable, uncared for, or would result in the reduction or elimination of any of their basic needs.

##### Procedure

All VCS Service Users can rely on the above policy. Whenever suspension or termination is considered for any reason, the Registered Manager will have full and extensive input from other agencies such as Social Workers, GP's and service user's relatives and/or representatives, as to the effect of the proposed course of action. This procedure, in reality, will take time to complete and VCS further reassures their Service Users that action will not commence until the full process is concluded.

If it is necessary or desirable to programme this process with other agencies, all service users can be confident that we will maintain their care requirements throughout. The only exceptions to this procedure are where Service Users or staff would be in personal physical danger, should care continue.

You can cancel the Service at any time (and for any reason) within 14 days of the date of this Agreement (the "Cancellation Period").

A Service User may at any time and for any reason give VCS:

- At least 14 days written notice to terminate their individual service contract.
- If You give less than [14] days' notice we reserve the right to charge a Cancellation Fee or a Service Suspension Fee.

**Please note:** If You suspend the service for a period of time in accordance with the above paragraph we cannot guarantee that the same Care Worker will attend your home when you resume the service.

In the event that you wish to cancel an individual assignment you must give us at least [24] hours' notice otherwise you will be charged for the assignment in full.

We reserve the right to withdraw a Care Worker and/or to cancel this Agreement with immediate effect in circumstances which make the continued provision of the Service untenable. Such circumstances would include (but would not be limited to) failure by you, or someone else at your home to provide a safe environment and/or appropriate equipment for the Service, sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that a Care Worker undertake unreasonable or illegal activities.

VCS may give the Local Authority and an individual Service User, 14 days written notice to terminate that Service Users individual service contract, if in the opinion of the Service Users GP or other health service professionals and the local authority:

- VCS is unable to provide appropriate domiciliary personal care to meet the domiciliary care needs of the particular Service User.
- The aggressive or disruptive behaviour of that particular Service User prevents VCS providing the domiciliary personal care services set out in the Service Users individual service contract.

We may also terminate this Agreement:

- By giving [14] days' written notice for any reason; or
- After giving [14] days' written notice that You have failed to pay the Fees; or
- After giving [14] days' written notice that We are unable to meet Your needs.

#### 2.6.11 Complaints Procedure

It is our clear and unequivocal objective to fulfil all the needs of our Service Users. We are continuously striving to provide a very high-quality service, which enables each person to enjoy their lives in their own way.

We hope that the services we provide are of the quality you expect, we only know this if you give us your views. If you wish to make a comment or compliment about our service, you may do so to your carer or contact the office directly. All staff are made aware of all compliments received and reports are given to Senior Management.

However, there may well be times when a problem arises, or matters are not organised or handled in a way which you find satisfactory. By adopting a proactive approach to problems/complaints, we can learn from mistakes, improve our services, resolve problems and prevent problems from reoccurring.

At VCS, when someone says that they are unhappy, we will follow our complaints procedure. At all stages the purpose of the procedure is to achieve a speedy and efficient resolution of the problem/complaint.

### Stage 1

**Having a Plan:** Agree a clear plan and a realistic outcome with the person complaining from the start, the issue is more likely to be resolved satisfactorily. Having a plan can help us to respond appropriately. It also gives the person complaining more confidence that we are taking their concerns seriously.

### Stage 2

**Deciding What to Do:** Having a clear understanding of the complaints process is crucial in helping managers decide on the best response.

### Stage 3

**Deciding How Long It Should Take:** If someone makes a complaint, we will acknowledge it within 3 working days. The person making the complaint will want to know what is being done and when. However, accurately gauging how long an issue may take to resolve can be difficult, especially if it is a complex matter involving more than one person or organisation. To assist with judging how long a complaint may take to resolve, it is important that we:

- Address the concerns raised as quickly as possible.
- Stay in regular contact with whoever has complained to update them on progress
- Stick to any agreements you make, and, if for any reason you are unable to, explain why.

We will review any case lasting for more than six months, to ensure that everything possible is being done to resolve the matter.

In each instance you will be advised of your right at any stage to approach the Care Quality Commission, the address of which is set out below and will again be supplied by the home services manager at the time of the complaint. If having taken your complaint to the Care Quality Commission you are not satisfied with the way in which your complaint has been dealt with, you may contact the Social Care & Health Team or the Local Government Ombudsman at the address set out below.

Our approach at VCS towards complaints is structured around three main principles, listening, responding and improving. We want to:

- Take a more active approach to asking for people's views
- Deal with complaints more effectively
- Use the information received to learn and improve.



If you are a Service User and you do not have a relative or friend to assist you to make a compliment or complaint. You can get independent support through the services of an advocate via you're The Citizens Advice Bureau

All complaints are dealt with in strict confidence and only the people involved will know who made them.

#### 2.6.12 Staffing

##### **Emergency/Holiday/Sickness Cover**

The VCS service will formulate back-up cover in all situations, by making available suitably experienced/qualified individuals to substitute for the Registered Manager in the event of absence, sickness or accident during weekdays, weekends or holiday periods. This cover will be formulated to accommodate throughout the entire period of service, ensuring continuous access by service users, staff and the authority in times of need. This allows continuity of service and maintaining standards of good care provision. Provision of cover for other staff, in the event of illness or unforeseen circumstances, will be arranged as the situation presents itself.

##### **Time Sheets**

It is the responsibility of each member of staff to ensure their timesheets are fully completed and signed at the end of each assignment by the customer/Service User.

#### 2.6.13 Call Times – Punctuality

Call times are primarily set according to the service user's wishes and service providers' availability. Obviously, it is not always possible to achieve the exact requirements from day one, and sometimes a compromise is reached. It is our policy, should this be the case, to amend the call times as soon as a more acceptable time becomes available. The service user will always be advised of this and their approval sought before any change. Punctuality is a high priority and is monitored very actively. Our aim is to arrive on time, all the time. Our policy is that, should a member of staff know that they will be more than 10 minutes late arriving, then the office or our out of hours operator will be notified and the customer or service user informed immediately.

#### 2.6.14 Roles and Responsibilities of Staff

1. To follow the directions and instructions laid down in the Staff Handbook
2. To act at all times as a representative of VCS and to support its good reputation
3. To attend all calls at the designated times as laid down in their assignments and fulfil the care in accordance with the support plan
4. To inform their immediate supervisor when they are unable to attend calls on time or fulfil the requirements of the Support Plan
5. To respect Service Users confidentiality in accordance with the policy
6. To pay attention to the rules regarding financial transactions.
7. To undertake any duties that they have been trained for and to avoid placing themselves or a Service Users health or well-being at risk
8. To undertake company induction training and ongoing training in accordance with the Care Quality Commission's requirements.
9. To act on all instructions given to them by their managers and supervisors, except where it is felt that this would be in breach of Service User safety
10. To follow the prescribed complaints procedure in cases of dispute.
11. The accident/ incident policy and procedures should be followed in the case of any accidents or incident. All accidents/incidents, however minor, must be reported to the office
12. To accurately record at all times and to obtain lawful signatures from service users or their representatives
13. To communicate any change in a Service Users circumstances to the office
14. To further the standing of VCS and to ensure they are flexible in their working practices
15. To work the hours prescribed in support plans.

#### 2.6.15 What Care Staff Cannot Do

As a general rule, care staff cannot conduct any activity that is not specified in the Service Users Support Plan, or which may place themselves or others in danger. Actions such as administering medication, purchasing over the counter medicines, purchasing alcohol or drugs, lifting heavy or bulky items.

## 2.6.16 Service User Keys and Key Safes

### Policy

Service Users' keys will only be held by staff when necessary.

### Procedure

As a Service User of VCS, you will be advised sensitively of the hazards attached to people, other than themselves or family members, holding keys to their property. Alternate methods to key holding and gaining access should be explored and mutually agreed.

Should a service users circumstances demand (or relatives insist) that VCS take responsibility for holding keys, and no other alternative can be agreed, then the following procedure will be followed:

1. A key user authorisation form and a key receipt form will be completed, to indicate approval and receipt of keys, and signed by both the Service User and the Registered Manager.
2. A copy of these documents will be given to the Service User for their records, and copies kept in the service user care file held by VCS
3. Keys will be coded and labelled for identification and kept in a lockable location within the office
4. Should a service users key be lost or stolen, then the management will be informed immediately, and effective replacements will be sought at the expense of VCS
5. It should be agreed with the service user and their relatives/responsible persons, how the key is to be returned in the event of the service no longer being required.
6. Returning keys by post is not allowed, unless the service user or their family request this action in writing, and then agree to take full responsibility in the event of loss.

## 2.6.17 Advocacy

Should questions or issues arise that are not within the scope of VCS to provide advice or assistance, advocates may be sought to provide such assistance.

Listed below are a variety of agencies and organisations, which may be able to offer advice and support.

Citizens Advice Bureau	0844 257 1909
Age UK	0800 055 6112
Equality Advisory Support Service	0808 8000082
AskSal (Safeguarding Adults Line)	08452 666663

## 2.6.18 Safeguarding

VCS are committed to ensuring that “Vulnerable Adults/Children in the community will be protected and enabled to live independently as possible in a safe environment”.

A vulnerable adult is anyone aged 18 years or over who, because of physical or mental disability or frailty, is dependent upon others for their care and/or support. These adults will be supported by the Adult Protection policy. If any part of the policy has been breached, it is their duty to immediately report it to their line manager. Abuse can be:

- **Physical** – Hitting, Slapping, Punching
- **Sexual** – Harassment, enforced sexual contact
- **Psychological** – Shouting, ignoring, humiliation
- **Financial** – Stealing money, possessions, deprivation of benefits.
- **Social** – Enforced isolation, possibly from religious or cultural activities.
- **Professional** – Intimidation, depriving individuals of information to make choices.
- **Institutional Abuse** – Undue restraint and lack of privacy
- **Neglect** – Failure to provide food, drink, healthcare, etc.

If you would like to talk to someone about abuse in confidence, please contact:

- Social Care Direct on 0845 6037630
- Safeguarding Adults line (AskSAL) on 08452 666663
- Social Services 01992 564000

In an Emergency: Dial 999 and ask for the police. An emergency is where:

- There is risk of injury
- There is risk of serious damage to property
- It is a serious incident which needs immediate police attendance.

Alternatively, you can telephone the Police on 101 for Non-Emergencies.

## 2.6.19 Permanent Engagement of Our Staff

Any direct engagement by you of a Care Worker supplied by us shall render you liable to pay either a Permanent Engagement Fee to us totalling £1000, or to engage the Care Worker for a further 6 month period.

If you directly engage a Care Worker you will be obliged to decide whether to:

- a. Continue to have the Care Worker supplied on the same terms for an extended period of 6 months from the date we receive notice of your intention to directly engage the Care Worker, following which the Care Worker will be able to transfer to you without the payment of any fee; or

- b. Pay us a Permanent Engagement Fee of £1000; for the avoidance of doubt the fee will only be payable where the engagement occurs within 14 weeks of the date the Care Worker first provided Services or within 8 weeks of the date the Care Worker last provided Services.

If you introduce a Care Worker to another employer, agency or organisation similar to us which results in the engagement of that Care Worker by the third party you will be required to pay an introduction fee to us as set out in for the avoidance of doubt the fee for the introduction of a Care Worker to the third party will only be payable if an engagement takes place within 14 weeks of the date the Care Worker first provided the Services or within 8 weeks of the Care Worker last providing the Services.

If you engage a Care Worker direct, you may become responsible for paying employers' national insurance contributions and maintaining employers' liability insurance in respect of the Care Worker.

#### 2.6.20 Your Home as a Workplace

You will provide a safe environment and appropriate equipment to allow the Care Worker to carry out the Service. This shall include:

- (a) maintaining a generally clean and safe home free of risks and hazards;
- (b) maintaining a safe route of access to and from your home;
- (c) ensuring that any equipment supplied by you, or a third party, that is required to deliver your care is regularly maintained and inspected in accordance with all relevant safety requirements
- (d) providing all domestic cleaning equipment such as vacuum cleaners, mops, irons etc;
- (e) informing us of any communicable diseases in the household

We are required to ensure that your home and all Equipment is safe to use for the Provision of the Service. We will notify You if We find that Your home or equipment is not safe and, where possible, assist You with making any necessary changes.

Your telephone must not be used by Care Workers except for the following reasons:

- (a) You or they have a medical emergency. We will not be responsible for payment of your telephone bill.
- (b) They have been given permission by yourself. We will not be responsible for payment of Your telephone bills.
- (c) To make a Freephone telephone call to your Electronic Call Monitoring Provider (if applicable) upon arrival and departure of your home.

# Part 3 - The Service Agreement

## (Service User Copy)

This agreement is between:

“The Provider”: Vista Care Solutions Ltd whose registered office is at:

Vista Training Solution Ltd (Head Office)  
Kalbrri House  
111-113 London Road  
Plaistow E13 0DA

“The Service User”: the person named in Schedule 2 (see below)

“The Advocate”: the person named in Schedule 2 (see below)

### 1. The Service and charges:

**1.1.** The Provider agrees to provide the care Services set out in the Service User Plan to the Service User upon the terms and conditions set out below.

**1.2.** This contract consists of this document together with all preceding and following correspondence, provider information and informal promises, including the contents of any brochure, booking details, Service Users handbook and Service User Plan.

### 2. The Service User shall pay the Provider:

**2.1.** A weekly/hourly fee of £\_\_\_\_\_ for the Service specified.

### 3. Fees are charged as follows

**3.1.** Fee invoices are raised monthly in advance. Payments are due within fourteen days and must be paid by cheque or standing order.

**3.2.** Fees are charged in minimum units of one quarter hour.

**3.3.** In the event that a third party, such as a relative of the Service User to which this agreement refers, agrees to make payments to the Provider in part or full payment of the fees charged to the Service User under this agreement, then that third party will be regarded by the Provider as bound by the terms of this Contract, and liable for the payments agreed.

#### 4. Payment by the Service User to the Provider may be made in one of two ways:

##### 4.1. Wholly self-financing Service Users:

In the case of wholly self-financing Service Users, payment will be by standing order monthly, two weeks after the beginning of the monthly, without reminder.

##### 4.2. Persons partly or wholly funded by a third party:

**4.2.1.** This contract applies to all self-funding Service Users, who have a direct relationship with Vista Care Solutions Ltd. In the case of Service Users wholly or partly funded by third parties such as Social Services, a Primary care Trust, or an Insurer, the contract is complementary to but does not replace any direct and relevant contracts which the Provider has with those bodies;

**4.2.2.** In the case of Service Users wholly funded by a third party, the Provider will execute a separate contract for fee payment with the third party, and this contract will only apply insofar as it refers to matters other than the payment of fees;

**4.2.3.** In the case of Service Users partly funded by a third party, this contract will apply in full, except that the fees due from the Service User will be the additional amount payable by the Service User to fund the difference between the part payment made by the third party and the full fee.

#### 5. Summary of the Services provided, and the respective charges:

Date of this agreement:	
Date of commencement of contract (admission):	
Date of termination of contract (short stay only):	
Agreed weekly fee on admission:	£
Room type agreed (single or double):	
Funding source(s) agreed (delete as appropriate):	Self
	Third Party
	Social Services
	Health Authority
	Other (specify)



## Schedule 1 – TERMS AND CONDITIONS

### 1. Commencement and duration

**1.1.** This care Agreement will commence on the date of commencement of Service as stated in the Summary of Agreement. The first month of this care Agreement will be regarded as an assessment period. This is to enable the Service User to decide if the arrangements are right for them. Seven days' notice of termination is required by either party during this period. In the event of either or both of the parties choosing to terminate the agreement, VCS will provide the Service User with information about alternative providers and support them in making a choice and support their transfer. At the end of the assessment period the Provider will arrange a meeting of those persons concerned with the service, with the objective of reviewing the decision and deciding on permanent arrangements.

**1.2.** Following the assessment period termination will occur when the following applies:

**1.2.1.** Either party gives four weeks' notice.

**1.3.** In the case of the temporary suspension of the Service User's service provision, for whatever reason the fees payable during the absence will be of full fees subject to a maximum period of six weeks. Absences of longer than six weeks will be individually negotiated.

### 2. Payment

**2.1.** The Service User shall pay punctually (without previous demand) to the Provider the fees noted in the Summary of the Agreement.

**2.2.** The Provider shall be at liberty to vary the fees upon giving one month's prior notice to the Service User.

### 3. Interest

**3.1.** Interest shall be payable by the Service User on:

**3.1.1.** Overdue instalments;

**3.1.2.** All other sums payable or which become payable under this Agreement which are unpaid from the due date of payment

**3.2.** Interest will be charged at 4% above Bank of England Base Rate from time to time prevailing.

**3.3.** Any interest payable under sub-clause 4.1 below shall run from day to day and shall accrue after as well as before any judgement.

## 4. Terminations by the Provider

**4.1.** The Provider may give notice of termination if any of the following events occur:

**4.1.1.** The Service User fails to pay any sum payable under this Agreement on its due date (whether previously demanded or not);

**4.1.2.** A bankruptcy petition is presented against the Service User or the Service User has a bankruptcy order, or an interim order made against him under the Insolvency Act for the time being in force or (in Scotland) becomes not our bankrupt or is sequestrated;

**4.1.3.** The Service User commits any breach of the terms and conditions (whether express or implied) of this Agreement;

**4.1.4.** Any attachment order is made against the Service User or any distress diligence execution or other legal process is levied on any property of the Service User;

**4.1.5.** The Provider considers with confirmation by a health professional or social worker that the Service User requires a level or category of Service which cannot be provided by the Provider then in any such event, and without prejudice to any other rights and remedies which the Provider may possess, the Provider shall be entitled to terminate this Agreement and, subject to the provisions of clause 5 below and any pre-existing liabilities of the Service User hereunder, neither party shall have any rights as against the other;

**4.1.6.** The Service User exhibits behaviour which the provider considers, with confirmation by a doctor or independent care worker, is persistently unsociable to such an extent that they seriously affect the well-being of staff of The Agency.

## 5. Liability of Service User on termination by Provider

**5.1.** Upon termination of this Agreement pursuant to the provisions of clause 4 above the Service User shall pay to the Provider on demand all sums payable under this Agreement up to the date of termination.

## 6. Termination by Service User

**6.1.** Upon termination of this Agreement by the Service User, the Service User shall forthwith pay to the Provider all sums payable under this Agreement.

## 7. Advocacy

**7.1.** If, through illness or infirmity the Service User is unable to sign this care Agreement themselves, the person who signs this care Agreement accepts the responsibilities detailed within the Agreement including the payment of fees and other charges.

## 8. Insurance

**8.1.** The provider's insurance policies cover accidental and other damage to Service Users' personal effects up to a maximum value of £10,000,000 per Service User per incident.

## 9. Notices and Services

**9.1.** Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class pre-paid post to the address of that party as stated above or his last known address.

**9.2.** Any notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting.

## 10. Acceptance

**10.1.** This Agreement shall be deemed to have been made either on the date on which it is signed by the Provider, or when the Service commenced if that occurred at an earlier date.

## 11. General

**11.1.** Where two or more persons are stated to be the Service User in Part 1 of the Schedule each of those persons shall be jointly and severally liable for the performance of the obligations of the Service User set out in this Agreement.

## Schedule 2 – The Parties

The Service User and/or The Advocate			
Surname:		Surname:	
First name(s):		First name(s):	
Address:		Address:	
Tel No:		Tel No:	
Signed by the Service User or Advocate			
Signed for and on behalf of Vista Care:			
This agreement is dated the: day of: in the year:			
Instructions: Two copies of this agreement to be completed and both signed on behalf of Vista Care Solutions Ltd. The Service User or Advocate to sign both copies, one copy to be retained by Vista Care Solutions Ltd and one copy retained by the Service User or Advocate).			

# Part 3 - The Service Agreement

(Vista Care solutions Copy)

This agreement is between:

“The Provider”: Vista Care Solutions Ltd whose registered office is at:

Vista Training Solution Ltd (Head Office)  
Kalbri House  
111-113 London Road  
Plaistow E13 0DA

“The Service User”: the person named in Schedule 2 (see below)

“The Advocate”: the person named in Schedule 2 (see below)

## 1. The Service and charges:

**1.1.** The Provider agrees to provide the care Services set out in the Service User Plan to the Service User upon the terms and conditions set out below.

**1.2.** This contract consists of this document together with all preceding and following correspondence, provider information and informal promises, including the contents of any brochure, booking details, Service Users handbook and Service User Plan.

## 2. The Service User shall pay the Provider:

**2.1.** A weekly/hourly fee of £\_\_\_\_\_ for the Service specified.

## 3. Fees are charged as follows

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**3.2.** Fees are charged in minimum units of one quarter hour.

**3.3.** In the event that a third party, such as a relative of the Service User to which this agreement refers, agrees to make payments to the Provider in part or full payment of the fees charged to the Service User under this agreement, then that third party will be regarded by the Provider as bound by the terms of this Contract, and liable for the payments agreed.

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## 5. Summary of the Services provided, and the respective charges:

Date of this agreement:	
Date of commencement of contract (admission):	
Date of termination of contract (short stay only):	
Agreed weekly fee on admission:	£
Room type agreed (single or double):	
Funding source(s) agreed (delete as appropriate):	Self
	Third Party
	Social Services
	Health Authority
	Other (specify)

## Schedule 1 – TERMS AND CONDITIONS

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**4.1.3.** The Service User commits any breach of the terms and conditions (whether express or implied) of this Agreement;

**4.1.4.** Any attachment order is made against the Service User or any distress diligence execution or other legal process is levied on any property of the Service User;

**4.1.5.** The Provider considers with confirmation by a health professional or social worker that the Service User requires a level or category of Service which cannot be provided by the Provider then in any such event, and without prejudice to any other rights and remedies which the Provider may possess, the Provider shall be entitled to terminate this Agreement and, subject to the provisions of clause 5 below and any pre-existing liabilities of the Service User hereunder, neither party shall have any rights as against the other;

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**5.1.** Upon termination of this Agreement pursuant to the provisions of clause 4 above the Service User shall pay to the Provider on demand all sums payable under this Agreement up to the date of termination.

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## 8. Insurance

**8.1.** The provider's insurance policies cover accidental and other damage to Service Users' personal effects up to a maximum value of £10,000,000 per Service User per incident.

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## Schedule 2 – The Parties

The Service User and/or The Advocate			
Surname:		Surname:	
First name(s):		First name(s):	
Address:		Address:	
Tel No:		Tel No:	
Signed by the Service User or Advocate			
Signed for and on behalf of Vista Care:			
This agreement is dated the: day of: in the year:			
Instructions: Two copies of this agreement to be completed and both signed on behalf of Vista Care Solutions Ltd. The Service User or Advocate to sign both copies, one copy to be retained by Vista Care Solutions Ltd and one copy retained by the Service User or Advocate).			