# Service User’s Contract

## Introduction

This document sets out the respective rights and responsibilities of the management and staff of the agency and

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| **Service User Name** | Mary Elizabeth Gerrard |

The agency is regulated by the Care Quality Commission.

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 fulfilment, 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:** | Mary Elizabeth Gerrard |
| **Address:** | 100 Corby Road, Weldon, Corby NN17 3HX |
| **Telephone number:** | 01536685341 |
| **Any other appropriate contact details, eg email:** |  |

## The Provider

The agency providing the service, referred to throughout this document as “the agency”, is:

|  |  |
| --- | --- |
| **Name:** | Rainbow Direct Care |
| **Address:** | Corby Business Centre, Eismann Way, Corby, NN17 5ZB |
| **Telephone number:** | 01536 639 028 |
| **Any other appropriate contact details, eg email:** | info@rdcare.co.uk |
| **Out of Hours:** | 07588 494 080 |

### Your Local Contact Point

The manager directly responsible for the service is Natasha Chigutsa. The care workers who will be helping the service user are based at Office 14, Corby Business Centre, Eismann Way, Corby, NN17 5ZB, Tel: 01536 639 028, Mobile: 07588 494 080, Email: info@rdcare.co.uk

## The Service to be Provided

The agency undertakes to provide a domiciliary care service as follows:

|  |  |
| --- | --- |
| **Service** | **Weekly Rate** |
| **Personal Care** | £1125 |

We regret that our care workers will not [*insert, if necessary, any general or specific exclusions from the service to be provided*].

## Cancellation or Withdrawal of the Service

The arrangements if the agency has to withdraw the service will be as follows: **28 days Notice**

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

|  |  |
| --- | --- |
| **Notice Period** | **28 Days** |
| **Notice by Post**  | The Registered Manager, Rainbow Direct Care, Office 14, Corby Business Centre, Eismann Way, Corby, NN17 5ZB |
| **Notice by Email** | info@rdcare.co.uk |

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

|  |  |
| --- | --- |
| **Notice Period** | **14 Days** |
| **Notice by Post**  | The Registered Manager, Rainbow Direct Care, Office 14, Corby Business Centre, Eismann Way, Corby, NN17 5ZB |
| **Notice by Email** | info@rdcare.co.uk |

## Review of the Service

The agency will provide services on the basis of an agreed service user plan of care. 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, and 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 service user plan of care will be modified accordingly and a fresh contract issued. In the case of service users whose fees are paid by a local authority, any reassessment and change to the service user’s plan will be carried out in conjunction with relevant social services staff.

## Fees Payable

The fees payable are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service** | **Fees** | **Billing Cycle** | **Payment Method** | **Terms** |
| **Personal Care** | £1125/Week | Fortnightly | Bank Transfer | Due 7 days |

The fees will be paid by: **Mary Elizabeth Gerrard’s Family**

## Insurance

It is important to us that we respect the homes of our customers and their possessions.

Provided that staff have taken reasonable care in their duties we will not be liable for any breakage or loss of property that occurs during the normal course of service delivery, but would advise that this is covered under the customer`s own household insurance.

The agency will be responsible for any damage to property whilst in the service user’s home. Any damages should be reported within 24 hours to the Registered Manager.

## Rights and Responsibilities

As the service user, you agree to respect our staff and treat them with the dignity and respect that they afford yourselves. Abusive behaviour towards our staff will not be tolerated and this may result in withdrawal of services.

Our staff are expected to act professionally and competently with service users’ best interests in mind. Any incidents regarding conduct of our staff must be reported to the registered manager immediately for investigation and formal disciplinary proceedings accordingly.

## Staff Supervision

The care workers helping 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. You will be given a copy of the agency’s complaints procedure.

## Monitoring, Quality Assurance and Complaints

The agency is eager to provide a good and professional service and to make improvements wherever possible. The agency is responsible for the quality of the care provided by its staff in line with its contractual responsibilities as set out above.

Any concerns or complaints for any shortfalls in the service for which the agency is responsible should be made in the first instance to the management of the agency, which will investigate and address the issue in line with its complaints procedures. The first point of contact for complaints or concerns will be the **Registered Manager.**

If your local authority is helping to fund your care you also have the right to take any complaint to the local authority as the agency’s service commissioner through your designated care manager or through the local authority’s complaints procedure. You might seek to do this if you are dissatisfied with the quality of service or the responses to any concerns or complaints you have made to the agency’s management.

## Records and Protecting Your Personal Information

The agency is committed to obtaining your consent for all aspects of the care and support which we provide and to treating all the information that you provide us confidentially. In addition to any personal information that the agency requires to provide a service to you, it is necessary and as a requirement of our registration with the **Care Quality Commission** to keep records of all the care and support that we provide and sometimes to share this information with other professionals and agencies that are also involved in your care. We will only do this with your full consent.

The agency can also assure you that it has policies and procedures to keep all its information about you safe and secure with only people who need to have access to that information allowed to see it and it will only keep that information for as long as it is legally required. We have a separate document, which we can make available to you, that fully explains our policy to protect all your personal information held by us to meet all current data protection requirements.

## Supplies and Equipment

The agency will supply the following:

* **Personal Protective Equipment**

The service user will supply the following:

## Health and Safety

The responsibilities of the agency in relation to the health and safety of both the service user and its staff in this relationship are as follows:

* provide adequate control of the health and safety risks arising from our work activities at all times
* consult with our employees on matters affecting their health and safety
* provide and maintain safe equipment at all times
* ensure the safe handling and use of substances
* provide information, instruction, training and supervision as required
* ensure that all employees and contractors are competent to do their tasks, and to give them adequate training
* act to prevent accidents and cases of work-related ill health
* ensure that the use, handling, storage and transport of items and substances is carried out safely and that risks to health are controlled
* provide, manage and maintain our workplaces, grounds, properties and working conditions so that they are, so far as reasonably practicable, safe and that risks to health are controlled
* provide the necessary organisation, expertise and resource — including communication and consultation, planning, monitoring, inspection and auditing procedures — to ensure that there is effective management of health and safety throughout the care service
* review and revise this policy, and all associated health and safety policies, as necessary at regular intervals and inform our staff of any changes.

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

* To provide, manage and maintain the working environment so that it is, so far as reasonably practicable, safe and that risks to health and safety are controlled

## Staff Holidays and Sickness

On occasions of staff holidays or sickness the agency undertakes to provide cover as agreed with the service user and their families.

## Entering and Leaving the Premises

Arrangements for the staff of the agency to enter and leave the service user’s home are as follows:

* The service user will let the staff into the house.

## Copies of this Contract

Signed copies of this contract will be held by the service user or their representative and at the offices of the agency.

## Signatures

|  |  |
| --- | --- |
| **Service user/representative:** |  |
| **Date:** |  |
| **Care service manager/responsible person:** | Natasha Chigutsa |
| **Date:** |  |