

AR19 - Service Users' Handbook



Service User's Handbook

Section 1
Welcome to
Universal Care Agency Ltd
18 Arran Close
Cosham
Hampshire
PO6 3UD

Tel: 02392006489

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If you require a copy of this handbook in large print, or in a language other than English, please ask any member of staff.

This copy issued to:

Name of Service User:

Address of Service User:

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PART 1 WELCOME TO UNIVERSAL CARE AGENCY LTD

On behalf of Universal Care Agency Ltd, the owners of Universal Care Agency Ltd and all of our staff, we welcome you, your family and your friends. We hope that you will be happy with us at Universal Care Agency Ltd and will continue to enjoy your current recreational and social pastimes and contacts in addition to those which we may be able to offer you after joining us.

The contract prior to commencement of service (attached) states that at the end of first month of your service being provided we will jointly review the care and support service, to ensure that you are satisfied that you have made the right decision. We will consult with you and, if appropriate and with your permission, your family, and seek your views as to whether you wish to revise the service in any way.

The Background of Universal Care Agency Ltd

Universal Care Agency Ltd began trading in April 2009 supplying Care Assistants to private care homes in the hampshire area. Once registered with the Care Quality Commission in 2011 we have also begun to supply support workers and nurses to private care homes and also provide a domiciliary care service.

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Section 2 Statement of Purpose

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PART 2 Universal Care Agency Ltd's Statements of Purpose

AIMS & OBJECTIVES OF Universal Care Agency Ltd

Welcome:

Universal Care Agency Ltd begun trading in April 2009 supplying Care Assistants to private care homes in the hampshire area. Once registered with the Care Quality Commission in 2011 we have also begun to supply support workers and nurses to private care homes and also provide a domiciliary care service.

registered as a domiciliary care agency under the health & social care act. regulated by the Care Quality Commission to provide personal care to people in their own homes

Support objectives

The Agency aims to:

- *Offer skilled care to enable people supported by us to achieve their optimum state of health and well-being.
- *Treat all people supported by us and all people who work here with respect at all times.
- *Uphold the human and citizenship rights of all who work and visit here and of all Service Users.
- *Support individual choice and personal decision-making as the right of all Service Users.
- *Respect and encourage the right of independence of all Service Users.
- *Recognise the individual uniqueness of Service Users, staff and visitors, and treat them with dignity and respect at all times.
- *Respect individual requirement for privacy at all times and treat all information relating to individuals in a confidential manner.
- *Recognise the individual need for personal fulfilment and offer individualised programmes of meaningful activity to satisfy that need of Service Users and staff.

Details of Registered Provider, Nominated Person and Registered Manager

Registered Provider:

Name: Vida Otuo Acheampong
Address: 18 Arran Close
Cosham
Hampshire
PO6 3UD
Experience: Manager of a nursing and Domiciliary care agency for 12 years

Nominated Person:

Name: Mrs Hawa Agamasu
Address: Universal Care Agency Ltd, 18 Arran Close
Cosham
Hampshire
PO6 3UD
Experience: Senior Carer
Experience in the Health & social care industry

Registered Manager:

Name: Mrs Vida Otuo Acheampong
Address: Universal Care Agency Ltd, 18 Arran Close
Cosham
Hampshire
PO6 3UD
Qualifications: Registered General Nurse
Diploma in Community Care
Level 3 Certificate in Management
General Intensive Care Certificate for RN1 & RN8
Experience: 12 Years Experience in managing a nursing agency
More than 30 years experience as a general nurse

Staff Profile

A list of current staff and their qualifications is available on request and on display in the office. The staff allocated to support you will be chosen in order to match their skills with your needs, and also to minimise travelling distances in order to support good time attendance.

In addition to the direct support staff the Registered Manager works 40 hours per week, most of which should be in addition to the levels displayed. In certain circumstances the manager may be included within the staffing levels described.

Staffing levels may be changed at the discretion of the Manager if there are particular needs.

Care staff work on a rota system which ensures that the service is staffed by the appropriate number and skill mix, including weekends and public holidays.

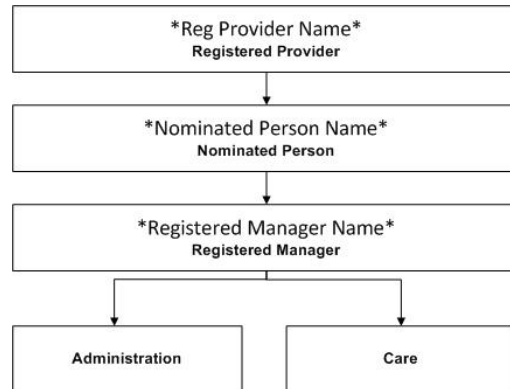
New employees are inducted to National Training Organisation standards within 12 weeks of employment. We manage and train our employees with the aim that all of our carers achieve NVQ level 2. All other employees receive the training appropriate to their work, for example Food Hygiene for catering staff.

All employees receive annual training in health and safety matters such as moving and handling, fire awareness and procedures, adult protection issues, and a range of other matters.

New employees are inducted to National Training Organisation standards within six weeks of employment, and complete an NTO approved foundation level training course during their first six months. We manage and train our employees with the aim that all of our carers achieve QCF Diploma Level 2. All other employees receive the training appropriate to their work. All employees receive annual training in health and safety matters such as moving and handling, fire awareness and action, health and safety and a range of other areas.

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Organisation of Universal Care Agency Ltd



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Description of Our Services and Facilities

Services offered:

The following services are provided at The Agency's location:

Acute Services
Prison Healthcare Services
Hospital Services for people with mental health needs, learning disabilities and problems with substance misuse
Hospice Services
Rehabilitation services
Long-term conditions services
Community healthcare service (please tick if you are a nursing agency only)
Community-based services for people with a learning disability
Urgent care services
Care home service with nursing
Care home service without nursing
Domiciliary care service
Supported living service

The following regulated activities apply to services provided by The Agency:

Personal Care
Nursing

The Agency provides services for the following bands of Service User:

Older people
Adults
Younger adults
Physical disability
Sensory impairment
Dementia

The following Care and Support Services are provided by The Agency:

Alzheimer's
Cancer Care
Palliative Care
Cerebral Palsy
Epilepsy
Head/Brain Injury
Auditory Impairment
Motor Neurone Disease
Multiple Sclerosis
Neuropathic
Parkinson's Disease
Orthopaedic
Schizophrenia
Stroke
Visual Impairment
Speech Impairment
Convalescence
Respite Care

Service User Care Plans are reviewed on an individual basis, according to assessed need, but at least every month.

Therapeutic Activities

Universal Care Agency Ltd has a policy of promoting the maintenance of Service Users' normal social networks and social activities. The Service User's Care Plan includes a facility for recording life history, social networks and contacts, and preferences for activities and hobbies in order that the Service User is offered access to those networks and activities which are appropriate and desired.

Making a Complaint and Giving Compliments

We believe that complaints and compliments are a valuable indicator of the quality of our service, and an opportunity to improve that quality. We assure all Service Users that no-one will be victimised for making a complaint, and we encourage Service Users to instigate the complaints procedure whenever they feel that this is necessary. We do not wish to confine complaints to major issues. We encourage Service Users to comment when relatively minor matters are a problem to them, such as receiving cold food, or being kept waiting without explanation, or being spoken to in a manner that they do not like. It is our policy that all matters which disturb or upset a Service User should be reported, recorded, and corrective action should be taken. Only in that way can we work towards meeting our aim of continuously improving our service.

Our commitment is that:

- | All complaints will be taken seriously;
- | All complaints will be acted upon with fairness and impartiality;
- | You will receive a response within 24 hours of the complaint being made, and a final reply within 28 days;
- | If the complaint is upheld, you will receive a written apology and appropriate action will be taken to rectify the complaint, and you will be informed of what that action is;
- | Service Users are entitled to involve an impartial third party in the complaint procedure if they so wish.

Service Users and their representatives may take their complaints to persons in authority outside the The Agency. For Service Users funded all or in part by Social Services or the Primary care Trust, complaints may in the first instance be directed to them. For privately funded clients, a range of advocacy services are available locally and they will be happy to help you deal with the complaint. In the event of a serious issue and complaint, you should contact the CQC.

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Addresses:

<p>Director of Social Services: Portsmouth City Council, social services, Civic Offices, Guildhall Square, Portsmouth PO1 2QA</p>	<p>Care Quality Commission: Care Quality Commission (CQC) National Correspondence Citygate, Gallowgate Newcastle upon Tyne NE1 4PA Tel: 03000 616161 Fax: 03000 616171</p>
<p>Local Clinical Commissioning Group: Portsmouth City Primary Trust St James' Hospital, Locksway Road, Milton, Portsmouth, PO4 8LD. Tel: 023 92834595.</p>	<p>The Local Government Ombudsman PO Box 4771 Coventry. CV4 0EH Tel: 0845 602 1983 or 024 7682 1960 Fax: 024 7682 0001 advice@lgo.org.uk</p>

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Advocates

Service Users have the right to access external agents who will act in their interests to help them solve problems, discuss concerns etc. The Registered Manager will be happy to provide information on local advocacy groups and other support networks.

Some of those currently known to us are:

Head Office

SEAP Hastings
7th Floor
Cavendish House
Breeds Place
Hastings
East Sussex
TN34 3AA

Portsmouth City Council Social Services Dept.
Civic Offices
guildhall walk
Portsmouth PO1

Arrangements for your voting rights can be made through the:

Portsmouth City Council, Civic Offices, Guildhall Square, Portsmouth PO1 2QA

Other documents

You are invited to review the latest CQC inspection report on the establishment, and the latest summary of Service Users' and Service Users families' views on the Services offered. These are not included in this pack because they rapidly become out of date. A copy of each will be given to you on service commencement and subsequently published on the notice board in the The Agency, and copies are available from the manager at any time.

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Complaints Form

Date:	Details of complaint:
The outcome that you expect:	
Your name:	
Signed:	
Date received:	
Received by (sign):	

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Privacy and Dignity

We aim to respect your privacy and dignity at all times. Please speak out, or speak to the supervisor or Registered Manager if your privacy or dignity is not being respected.

Service Users' privacy:

- | All Service Users have the right to be alone or undisturbed and to be free from public attention or intrusion into their private affairs. The staff of The Agency are guests in the home of the Service User.
- | Staff will enter a Service User's property and rooms within the property only with express consent.
- | Staff of The Agency respect the rights of Service User' to make telephone calls without being overheard or seen by a worker.
- | Records will be designed, used and stored so as to assure privacy. Legislative controls over records, such as the Data Protection Act, will be adhered to, and the Service User's explicit permission in writing will be sought before information is passed to any person other than those directly concerned with the care of the Service User.
- | Records will be made available to the Service User's principal Carer and family according to the wishes of the Service User.

Service User's dignity

- | Your dignity is a matter of prime importance to us, and all staff receive training in this area.
- | You will be asked for the name by which you wish to be addressed, and this name will be recorded on your Service User Plan and used by all staff. You are perfectly entitled to ask that your principal carers use one name, and others use another name. The level of familiarity is under your control. In the absence of information to the contrary, staff will address you formally, using your title and surname.
- | Staff are trained to be sensitive to your feelings when in company.

- | The Agency seeks to reduce any feelings of vulnerability which Service Users may have as a result of disability or illness.

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Section 3 Service User Guide

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PART 3 Service User's Guide

Introduction

This guide will provide you with an overview of Universal Care Agency Ltd and how they can support you in maintaining your independence in your own home.

Universal Care Agency Ltd 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 here.
- *Individual choice and personal decision-making are the right of all Service Users and will be supported by all the people who work here.
- *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.

Principles and Values of Universal Care Agency Ltd

Universal Care Agency Ltd 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. Universal Care Agency Ltd is committed to meeting the needs of those people entrusted to our care. Usually we see no conflict between meeting the needs of Service Users and those of workers. Where such conflict exists, the needs of Service Users must take precedence. 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. Universal Care Agency Ltd'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 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 The Agency.
- | **Services Information** You will be fully informed about the Services provided by Universal Care Agency Ltd.
- | **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.

Standards that you can expect

The below standards are from the care Quality Commission leaflet 'What standards you have a right to expect from the regulation of agencies that provide care in your own home'

To be involved and told what's happening at every stage of your treatment

- | 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

To be 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

Seeking a Service

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

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at Universal Care Agency Ltd. This process will be formalised into an assessment of your needs, which should form the basis for a decision by both you and The Agency 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. The Agency manages commencement of service arrangements according to a detailed Policy and Procedure, a copy of which is available from the The Agency on request.

Key Workers

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 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.

Key Policies and Procedures

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

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Gifts, Wills and Other Documents

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.

Service User's Personal Fulfilment

The aim of Universal Care Agency Ltd 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.

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 taken into account, 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 Universal Care Agency Ltd 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.

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.

Inappropriate Behaviour

Inappropriate behaviour is the systematic maltreatment, or physical, sexual, emotional or financial abuse of one person by another.

Universal Care Agency Ltd 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.

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Section 4 Contract – Service User Copy

Universal Care Agency Ltd
18 Arran Close
Cosham
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PO6 3UD

Tel: 02392006489

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This agreement is between:

"The Provider": Universal Care Agency Ltd whose registered office is at:
 18 Arran Close
 Cosham
 Hampshire
 PO6 3UD

"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 Universal Care Agency 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:

5.1.

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)

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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, The Agency 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 . 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 in the event that 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 notour 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.

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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.

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 Universal Care Agency Ltd:			
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 Universal Care Agency Ltd. The Service User or Advocate to sign both copies, one copy to be retained by Universal Care Agency Ltd and one copy retained by the Service User or Advocate).			

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Service User's Handbook

**Section 5
Contract – Provider's Copy**

**Universal Care Agency Ltd
18 Arran Close
Cosham
Hampshire
PO6 3UD**

Tel: 02392006489

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This agreement is between:

"The Provider": Universal Care Agency Ltd whose registered office is at 18 Arran Close
 Cosham
 Hampshire
 PO6 3UD

"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 Universal Care Agency 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:

- 5.1.

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, The Agency 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 . 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 above 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 in the event that 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 notour 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;

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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.

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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 Universal Care Agency Ltd:			
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 Universal Care Agency Ltd. The Service User or Advocate to sign both copies, one copy to be retained by Universal Care Agency Ltd and one copy retained by the Service User or Advocate).			

Note: All QCS Policies are reviewed annually, more frequently, or as necessary.

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