

# Client’s Handbook

**Section 1 Welcome to**

**Care For Freedom Ltd Care for Freedom Ltd Second Floor Front Office 12a Chequer Street**

**St. Albans Hertfordshire**

**Tel: 01727 834557**

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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 Client:

Address of Client:

## PART 1 WELCOME TO CARE FOR FREEDOM LTD

On behalf of Care For Freedom Ltd, the owners of Care For Freedom Ltd and all of our staff, we welcome you, your family and your friends. We hope that you will be happy with us at Care For Freedom 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 Care For Freedom Ltd

Care for Freedom Ltd is an established company, working with service users within the community who have complex mental health needs and communication issues.

Care for Freedom are an all-inclusive employer.

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The holistic values we extend to our clients are extended within the staff team, this has built and enabled a resilient and cohesive team.

Care for Freedom have high expectations of staff, ensuring that “every contact count”. All staff are encouraged to under pin their practice with knowledge, adhering to the framework and policies and procedures within the organisation. All staff have completed or are in process of completing their relevant stages of learning, we aid this by valuing peoples individual learning styles. This creates a competent and diverse work force.

We encourage staff to bring their own experiences to the team, utilising people’s strengths. Embedding equality and diversity.

We champion duty of candour and reflective practice, this is evident in the caring and trusting relationships built between staff, clients/family, other services and the wider community.

Coaching is the style of supervision practice, embedded within Care for Freedom. This aids ownership and problem solving. This has an impact on how service is delivered, staff utilise this style of communication when having difficult conversations with clients, with the philosophy of Recovery and Co-Production at the heart of each contact. This challenges negative processes and reminds people to be risk averse and think outside the box.

Care for Freedom retain staff well. As always, the most difficult can be recruitment.

2017: Annie Fitzgerald won the HCPA Care Leadership award in Hertfordshire, Nominated by staff clients and other professionals.

2018: Care for Freedom obtained Outstanding in Well Led in there CQC report with an overall Good.



# Client’s Handbook

**Section 2 Statement of Purpose**

**Care For Freedom Ltd Care for Freedom Ltd Second Floor Front Office 12a Chequer Street**

**St. Albans Hertfordshire**

**Tel: 01727 834557**

## PART 2 Care For Freedom Ltd’s Statements of Purpose AIMS & OBJECTIVES OF Care For Freedom Ltd Welcome

Care for Freedom Ltd is an established company, working with service users within the community who have complex mental health needs and communication issues.

A Domiciliary Care Agency offering social care based on need, including Learning Disability/Autistic Spectrum Disorder, Older People, Mental Health, Physical Disability, Sensory Impairment Dementia, Eating Disorders, People who misuse drugs and Alcohol across Hertfordshire

## 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: Care for Freedom Ltd.

» Address: Care for Freedom Ltd Second Floor Front Office

12a Chequer Street St. Albans Hertfordshire

» Experience: The Registered Provider and Registered Manager of Care For Freedom have many years of experience delivering care for those with complex mental health problems within the NHS and community setting. We are able to utilise the skills and experience of staff/peer support workers to provide an excellent personalised care based on the philosophy of recovery and empowerment and The 6 Cs

## Nominated Person:

» Name: Mrs Annie Fitzgerald

» Address: Care For Freedom Ltd, Care for Freedom Ltd Second Floor Front Office

12a Chequer Street St. Albans Hertfordshire

» • Qualifications :Diploma Certificate in Health and Social Care, National Vocational Qualification Level 3 in Health and Social Care ,National Vocational Qualification Administer Medication Unit 375, National Vocational Qualification Level 3. Management, Nero-linguistic Programming (NLP) Practitioner, First Level Cognitive behaviour therapy (CBT), Champion: Safeguarding, Appropriate Adult. National Vocational Qualification Level 5 Management.

* Experience:

I worked within the NHS for 26 Years, gaining experience in a varied settings and Teams, Within Residential, Community and Crisis Teams. I have worked alongside people who have Mental Health, Learning Disabilities, dual diagnosis, Drug and Alcohol problems and complex needs.

I am the founder and Director of Care For Freedom, for the past four years I have enabled Care for Freedom to gain an outstanding name within Hertfordshire for safe and effective care. I participate in professional decision making and develop working relationships with the wider community, championing mental health and recovery based care.

The Qualifications I have gained whilst working for the NHS and Care For Freedom have enhanced my working practice.

Within my roles I have supervised staff, assisting to develop Teams with a mindful approach, ensuring a safe, effective and timely service, providing flexibility, focusing on need.

I set up and ran a Benefit Surgery whilst working within the NHS, for 3 Years, supporting people suffering with a mental health issues to access their entitlements, maximizing people’s income to ensure independence and wellbeing. Assisting people to access collage, volunteer or paid work.

My experience has enabled me to assist clients and staff to develop Care Plans, incorporating Recovery based philosophy’s, helping people to develop self-esteem and build confidence, supporting to sign posting to other organisations, providing a holistic approach to care and to aid clients back into the community after or during a crisis. As an Appropriate Adult I have worked alongside Clients, to ensure there rights were adhered to, whist under caution or arrest within Police custody. I have worked within a multidisciplinary Team, therefore understand the need for a Team approach to care with the client at the centre, valuing both health and social care needs. I attend CPA’S (Care Programme Approach) meetings, Safeguarding assessments/meetings, liaise family/carers and other professionals.

## Registered Manager:

» Name: Mrs Lauren Tiller

» Address: Care For Freedom Ltd, Care for Freedom Ltd Second Floor Front Office

12a Chequer Street St. Albans Hertfordshire

» Qualifications: National Vocational Qualification Level 5 in Health and Social Care (Managment in Adult Care), National Vocational Qualification Level 3 Administer Medication to Individuals, National Vocational Qualification Level 3 Train the Trainer (PETALS) & National Vocational Qualification Level 3 Mental Health Awareness

» Experience: I am currently the Acting Registered Manager for Care for Freedom. I have worked for Care for Freedom for 6 years with a gap in between due to maternity leave and also to work at the Community Mental Health Team for experience within the system due to the amount of services users we support who specifically have support from the mental health team.

I enjoy working for Care for Freedom and specialising in Mental Health because I am able to support those in the community to be as independent as possible and encourage person-centered care not just within management but also with my staff members. I enjoy being able to work with the NHS and Hertfordshire County Council and developing strong ties to support our service users such as attending CCG meetings and other social prescribing meetings.

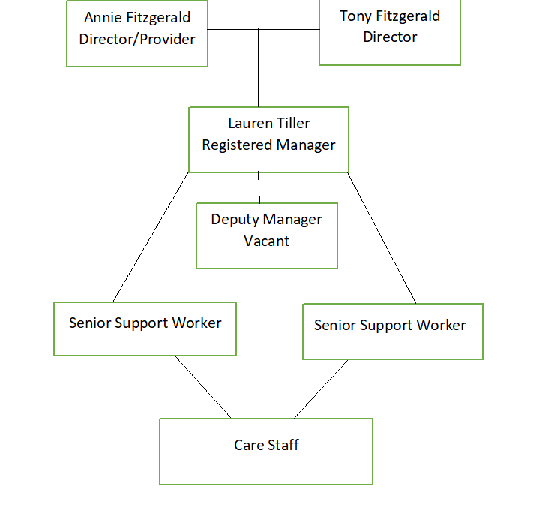
I want to develop myself by going forward and completing my Level 6 & 7 QCF Health and social care. This will give me the knowledge to support my staff to develop themselves and to help grow the company into a Hertfordshire wide supporting system. To professionally develop myself I am personally interested in reflective practice I believe this will aid a safe and effective service and is a great learning tool for both staff and clients. Training to become a medication champion as I would like to develop a robust system to help support my staff and clients within the development of medication and supporting my director by taking the lead safeguarding role.

## Staff Profile

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 are offered to achieve QCF 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.

## Organisation of Care For Freedom Ltd



**Description of Our Services and Facilities Services Offered**

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

» Domiciliary care service

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

» Personal Care

The Agency provides services for the following bands of Client:

» Learning disabilities or autistic spectrum disorder Older people

Adults Younger adults Mental health

Physical disability Sensory impairment Dementia

People who misuse drugs and alcohol People with an eating disorder

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

» Alzheimer's Eating Disorders Autism

AHD

Epilepsy

Auditory Impairment Schizophrenia Visual Impairment Speech Impairment

Independent Living Training

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

## Therapeutic Activities

Care For Freedom Ltd has a policy of promoting the maintenance of Clients’ normal social networks and social activities. The Client’s Care Plan includes a facility for recording life history, social networks and contacts, and preferences for activities and hobbies in order that the Client 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 Clients that no-one will be victimised for making a complaint, and we encourage Clients to instigate the complaints procedure whenever they feel that this is necessary. We do not wish to confine complaints to major issues. We encourage Clients 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 Client 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 commitments are 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

» Clients are entitled to involve an impartial third party in the complaint procedure if they so wish Clients and their representatives may take their complaints to persons in authority outside The Agency. For

Clients 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.

## Addresses:

|  |  |
| --- | --- |
| **Hertfordshire County Council**  **Farnham House**  **Six Mills Way**  **Hertfordshire**  **SG1 2ST**    **Tel: 0300 1234040** | **Care Quality Commission: Care Quality Commission (CQC)**  **National Correspondence Citygate, Gallowgate Newcastle upon Tyne NE1 4PA Tel: 03000 616161**  **Fax: 03000 616171** |
|  | **The Local Government and Social Care** |
|  | **Ombudsman** |
| **Local Clinical Commissioning Group:** | **PO Box 4771,** |
| **01707 390095** | **Coventry CV4 0EH,** |
|  | **Tel: 0845 602 1983 or 024 7682 1960,** |
|  | **Fax: 024 7682 0001,** |
|  | [**advice@lgo.org.uk**](mailto:advice@lgo.org.uk) |
|  |  |
|  |  |
|  |  |

**Advocates**

Clients 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:

» POhWer.

You can contact us via one of the methods below. Our support centre is open from Monday to Friday 8am to 6pm. If you would like to know more about your privacy, data protection and your records, please click on the link at the bottom of the page.

» Telephone: 0300 456 2370

» Minicom: 0300 456 2364

Text: send the word ’pohwer’ with your name and number to 81025 Email: [pohwer@pohwer.net](mailto:pohwer@pohwer.net)

Skype: pohwer.advocacy Fax: 0300 456 2365

Post: PO Box 14043, Birmingham, B6 9BL

## Arrangements for your voting rights can be made through the:

Your local County Council

## Other documents

## You are invited to review the latest CQC inspection report on the establishment, and the latest summary of Clients' and Clients' 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 Agency, and copies are available from the manager at any time.

## Complaints Form

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

**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

## Clients’ Privacy:

All Clients 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 Client

Staff will enter a Client’s property and rooms within the property only with express consent

Staff of The Agency respect the rights of Clients 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 Client’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 Client

Records will be made available to the Client’s principal Carer and family according to the wishes of the Client

## Clients' 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 Client 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 Clients may have as a result of disability or illness.



# Client’s Handbook

**Section 3 Client Guide**

**Care For Freedom Ltd Care for Freedom Ltd Second Floor Front Office 12a Chequer Street**

**St. Albans Hertfordshire**

**Tel: 01727 834557**

## PART 3 Client’s Guide Introduction

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

## Care For Freedom 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 Care For Freedom Ltd

Care For Freedom 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. Care For Freedom Ltd is committed to meeting the needs of those people entrusted to our care. Usually we see no conflict between meeting the needs of Clients and those of workers. Where such conflict exists, the needs of Clients 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.

Care For Freedom 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 Client 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 Care For Freedom 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 at Care For Freedom 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 Clients, 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 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 Client Plan

The aim of the Key Worker system is to provide each Client 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 Client 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 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

## 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.

## Client’s Personal Fulfilment

The aim of Care For Freedom 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 Client 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 Client 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 Client 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 Care For Freedom 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

Care For Freedom 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.



# Client’s Handbook

**Section 4 Contract – Client Copy**

**Care For Freedom Ltd Care for Freedom Ltd Second Floor Front Office 12a Chequer Street**

**St. Albans Hertfordshire**

**Tel: 01727 834557**

## This agreement is between:

“The Provider”: Care For Freedom Ltd whose registered office is at: Care for Freedom Ltd

Second Floor Front Office 12a Chequer Street

St. Albans Hertfordshire

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

## The Service and Charges:

* 1. The Provider agrees to provide the care Services set out in the Client Plan to the Client upon the terms and conditions set out below.
  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, Clients handbook and Client Plan.

## The Client shall pay the Provider:

* 1. A weekly/hourly fee of £ for the Service specified.

## Fees are charged as follows

* 1. Fee invoices are raised Monthly in arrears in advance. Payments are due within fourteen days and must be paid by cheque or standing order.
  2. Fees are charged in minimum units of one quarter hour.
  3. In the event that a third party, such as a relative of the Client to which this agreement refers, agrees to make payments to the Provider in part or full payment of the fees charged to the Client 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.

## Payment by the Client to the Provider may be made in one of two ways:

* 1. **Wholly self-financing Clients:** In the case of wholly self-financing Clients, payment will be by standing order Monthly in arrears, two weeks after the beginning of the Monthly in arrears, without reminder.

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

* + 1. This contract applies to all self-funding Clients, who have a direct relationship with Care For Freedom Ltd. In the case of Clients 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;
    2. In the case of Clients 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;
    3. In the case of Clients partly funded by a third party, this contract will apply in full, except that the fees due from the Client will be the additional amount payable by the Client to fund the difference between the part payment made by the third party and the full fee.

## 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) where applicable: |  |
| 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. 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 Client 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 Client 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
   2. Following the assessment period termination will occur when the following applies:
      1. Either party gives four weeks’ notice.
   3. In the case of the temporary suspension of the Client's service provision, for whatever reason the fees payable during the absence will be N/A of full fees subject to a maximum period of N/A. Absences of longer than six weeks will be individually negotiated.

## Payment

* 1. The Client shall pay punctually (without previous demand) to the Provider the fees noted in the Summary of the Agreement.
  2. The Provider shall be at liberty to vary the fees upon giving one month’s prior notice to the Client.

## Interest

* 1. Interest shall be payable by the Client on:
     1. Overdue instalments;
     2. All other sums payable or which become payable under this Agreement which are unpaid from the due date of payment;
  2. Interest will be charged at 4% above Bank of England Base Rate from time to time prevailing.
  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.

## Terminations by the Provider

* 1. The Provider may give notice of termination in the event that any of the following events occur:
     1. The Client fails to pay any sum payable under this Agreement on its due date (whether previously demanded or not);
     2. A bankruptcy petition is presented against the Client or the Client 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;
     3. The Client commits any breach of the terms and conditions (whether express or implied) of this Agreement;
     4. Any attachment order is made against the Client or any distress diligence execution or other legal process is levied on any property of the Client;
     5. The Provider considers with confirmation by a health professional or social worker that the Client 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 Client hereunder, neither party

shall have any rights as against the other;

* + 1. The Client 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.

## Liability of Client on termination by Provider

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

## Termination by Client

* 1. Upon termination of this Agreement by the Client, the Client shall forthwith pay to the Provider all sums payable under this Agreement.

## Advocacy

* 1. If, through illness or infirmity the Client 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.

## Insurance

* 1. The provider’s insurance policies cover accidental and other damage to Clients’ personal effects up to a maximum value of **£50,000** per Client per incident.

## Notices and Services

* 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.
  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.

## Acceptance

* 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.

## General

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

## Schedule 2 – The Parties

|  |  |  |  |
| --- | --- | --- | --- |
| **The Client and/or The Advocate** | | | |
| Surname: |  | Surname: |  |
| First name(s): |  | First name(s): |  |
| Address: |  | Address: |  |
|  |  |
|  |  |
|  |  |
| Tel No: |  | Tel No: |  |
| Signed by the Client or Advocate: | |  | |
| Signed for and on behalf of Care For Freedom 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 Care For Freedom Ltd. The Client or Advocate to sign both copies, one copy to be retained by Care For Freedom**  **Ltd and one copy retained by the Client or Advocate)** | | | |



**Client’s Handbook**

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

**Care For Freedom Ltd Care for Freedom Ltd Second Floor Front Office 12a Chequer Street**

**St. Albans Hertfordshire**

**Tel: 01727 834557**

**This agreement is between:**

“The Provider”: Care For Freedom Ltd whose registered office is at Care for Freedom Ltd Second Floor Front Office

12a Chequer Street St. Albans Hertfordshire

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

## The Service and Charges:

* 1. The Provider agrees to provide the care Services set out in the Client Plan to the Client upon the terms and conditions set out below.
  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, Clients handbook and Client Plan.

## The Client shall pay the Provider:

* 1. A weekly/hourly fee of £ for the Service specified.

## Fees are charged as follows

* 1. Fee invoices are raised Monthly in arrears in advance. Payments are due within fourteen days and must be paid by cheque or standing order.
  2. Fees are charged in minimum units of one quarter hour.
  3. In the event that a third party, such as a relative of the Client to which this agreement refers, agrees to make payments to the Provider in part or full payment of the fees charged to the Client 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.

## Payment by the Client to the Provider may be made in one of two ways:

* 1. **Wholly self-financing Clients:** In the case of wholly self-financing Clients, payment will be by standing order Monthly in arrears, two weeks after the beginning of the Monthly in arrears, without reminder.

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

* + 1. This contract applies to all self-funding Clients, who have a direct relationship with Care For Freedom Ltd. In the case of Clients 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;
    2. In the case of Clients 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;
    3. In the case of Clients partly funded by a third party, this contract will apply in full, except that the fees due from the Client will be the additional amount payable by the Client to fund the difference between the part payment made by the third party and the full fee.

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

5.1.

|  |  |
| --- | --- |
| Date of this agreement: |  |
| Date of commencement of contract : |  |
| Date of termination of contract: |  |
| Agreed weekly fee on start of service: | £ |
| 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. 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 Client 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 Client 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
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## Payment

* 1. The Client shall pay punctually (without previous demand) to the Provider the fees noted in the Summary of the Agreement.
  2. The Provider shall be at liberty to vary the fees upon giving one month’s prior notice to the Client.

## Interest

* 1. Interest shall be payable by the Client on:
     1. Overdue instalments;
     2. All other sums payable or which become payable under this Agreement which are unpaid from the due date of payment
  2. Interest will be charged at 4% above Bank of England Base Rate from time to time prevailing.
  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.

## Terminations by the Provider

* 1. The Provider may give notice of termination in the event that any of the following events occur:
     1. The Client fails to pay any sum payable under this Agreement on its due date (whether previously demanded or not);
     2. A bankruptcy petition is presented against the Client or the Client 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;
     3. The Client commits any breach of the terms and conditions (whether express or implied) of this Agreement;
     4. Any attachment order is made against the Client or any distress diligence execution or other legal process is levied on any property of the Client;
     5. The Provider considers with confirmation by a health professional or social worker that the Client 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 Client hereunder, neither party shall have any rights as against the other;

* + 1. The Client 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.

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## Schedule 2 – The Parties

|  |  |  |  |
| --- | --- | --- | --- |
| **The Client and/or The Advocate** | | | |
| Surname: |  | Surname: |  |
| First name(s): |  | First name(s): |  |
| Address: |  | Address: |  |
|  |  |
|  |  |
|  |  |
| Tel No: |  | Tel No: |  |
| Signed by the Client or Advocate: | |  | |
| Signed for and on behalf of Care For Freedom 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 Care For**  **Freedom Ltd. The Client or Advocate to sign both copies, one copy to be retained by Care For Freedom Ltd and one copy retained by the Client or Advocate)** | | | |

**Key Lines of Enquiry Table**

|  |  |
| --- | --- |
| **Key Line of Enquiry** | **Supporting** |
| C1 - How does the service ensure that people are treated with kindness, respect and compassion, and that they are given emotional support when needed? |  |
| C2 - How does the service support people to express their views and be actively involved in making decisions about their care, support and treatment as far as possible? |  |
| C3 - How are people's privacy, dignity and independence respected and promoted? |  |
| E1 - Are peoples needs and choices assessed and care, treatment and support delivered in line with current legislation, standards and evidence-based guidance to achieve effective outcomes? |  |
| E2 - How does the service make sure that staff have the skills, knowledge and experience to deliver effective care and support? |  |
| E3 - How are people supported to eat and drink enough to maintain a balanced diet? |  |
| E4 - How well do staff, teams and services within and across organisations work together to deliver effective care, support and treatment? |  |
| R1 - How do people receive personalised care that is responsive to their needs? |  |
| R2 - How are peoples concerns and complaints listened and responded to and used to improve the quality of care? |  |
| R3 - How people are supported at the end of their life to have a comfortable, dignified and pain free death? |  |
| S1 - How do systems, processes and practices safeguard people from abuse? |  |
| S2 - How are risks to people assessed and their safety monitored and managed so they are supported to stay safe and their freedom is respected? |  |
| W1 - Is there a clear vision and credible strategy to deliver high-quality care and support, and promote a positive culture that is person-centred, open, inclusive and empowering, which achieves good outcomes for people? |  |
| W3 - How are the people who use the service, the public and staff engaged and involved? |  |
| W4 - How does the service continuously learn, improve, innovate and ensure sustainability? |  |

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