



HomeCareDirect
Direct your own support

Service Terms & Conditions

For the provision of support for people at home

from

Homecare Direct Limited

Updated 01/04/23

Next Update Due: 01/04/24

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SERVICE PROVIDER – A Third Party Option to CQC Standards

HomeCareDirect (HCD) provides services for support at home to the national principles of personalisation. The support is to the level and value agreed and funded via terms which can be called a personal budget, an individual service fund, a direct payment, via case management or privately funded. The funding is subject to the support plan following an assessment of need for the client. The service from HomeCareDirect will be in compliance with Care Quality Commission regulations which will be embodied in a service level agreement.

HomeCareDirect can be viewed by funders as a 'Direct Payment Third Party Option to Standards of the Care Quality Commission. This is where HomeCareDirect becomes the legal employer and trainer to CQC standards, on behalf of the client, of personal (care) assistants chosen by our clients themselves to support them at home. The management visits to the client at home is by an HCD employed qualified nurse.

In emergency situations where a support team is in place and the supported person would be deemed to be at risk, it may be possible and appropriate, following a risk assessment, to provide emergency support for such a new client.

SERVICES STANDARDS

HomeCareDirect will provide the services in accordance with:

1. Care Quality Commission Fundamental Standards of Quality & Safety
2. Those contractually required by the funder and by the individual client
3. All applicable laws, regulations and binding codes of practice
4. If under care regulations a client representative or nominee is appointed then references to this will be recognised in any eventual contract in relation to the client. This will be subject to sight of a legal agreement being made available to HomeCareDirect by way of confirmation.

Note: HomeCareDirect is not responsible for any clinical diagnosis, the prescribing of care pathways or the provision of nursing care by a qualified nurse.

PERSONAL (CARE) ASSISTANTS (PAs)

PAs will be interviewed and selected by the client themselves, by a family member, by a friend appointed by the client, or in partnership with HomeCareDirect or other professionals to support the client at home. HomeCareDirect will ensure that PAs, subsequently employed by HomeCareDirect are trained, and assessed as competent, to provide the care and support to meet the assessed needs of individual clients in their own home. Support is to the principle of personalisation. The client / family has the option to organise their own day to day support from their own selected support team pool.

HomeCareDirect will work with the client to ensure that the number of PAs in their team is deemed sufficient to meet the needs of the client and to keep the clients safe including acting as the need for backup in times of PA absence, sickness and holidays.

See HCD Policy 133 - Minimum Number of Personal Assistants.

HCD provides personalised support for individual clients at home and does not therefore have our own pool of staff.

All employment checks, including Disclosure and Barring Service (DBS) checks, will be undertaken by HomeCareDirect including compliance with children and vulnerable adult's legislation. This is a requirement for all paid employees to meet CQC standards. All other organisations working in partnership with HomeCareDirect will also need to confirm DBS compliance.

Personal (Care) Assistant Pay

The pay levels of personal (care) assistants are, on support commencement, typically agreed by the client, the client's family or nominated individual, by HomeCareDirect and the funder. HomeCareDirect is firmly of the opinion that the support team, employed by HomeCareDirect on behalf of the client, should be paid at an hourly rate to reflect their level of responsibility, training and commitment. As such a pay level on commencement should also be subject to a minimum annual increase of national inflation, and it is the expectation of HomeCareDirect, that the funder will agree to meet this commitment.

CLIENT SERVICE CONTRACT

A specimen form of contract agreements can be provided on request and form part of this terms and conditions.

BUDGET BREAKDOWN AND INVOICING

The client's budget and invoicing for HomeCareDirect are broken down as shown below:-

- a) HomeCareDirect Service Charge for hourly support will range between £4.10 to £5.40/hr as detailed in the annual budget and based on the deemed complexity 'Banding Levels' of the support needs of the client. Such HCD annual budget charge will be invoiced at 1/12th per month related to the agreed annual budget.

This HCD service charge may change as detailed in the client budget.

HCD Charge Banding Levels: - Level 1 - Domiciliary Care - includes 5 nurse visits year
- Level 2 - Enhanced Needs - includes 6 nurse visits year
- Level 3 - Complex Needs - includes 12 nurse visits year

- b) There is a minimum HCD Charge of 20 hrs/wk of support relevant to the band levels that will apply to all new clients starting on or after 1st April 2023.
- c) Personal (Care) Assistant Pay
- d) Employers National Insurance, Annual and Bank Holidays Funds
- e) Employers NI agreed charge is as shown in the agreed budget. This NI charge may vary, both up and down, on a monthly basis due to the number of, and individual pay levels for, the support team. Any significant surplus or deficit will be reviewed at the annual budget.
- f) Recruitment and Training funds – to meet the needs of the individual client
This monthly invoicing for PA recruitment and training, and any other agreed weekly funding in the client budget, will be charged for all periods whilst the contract is in place, based on the budget commissioned hours and adjusted annual in line with Policy 149.

Any surplus or under funding, of the projected recruitment or training funds, are written down at the annual budget review, with values noted and with either a reduction or increase in the following years funds hourly rate. Any under-funding is covered by HCD. Any such funds, having been invoiced by HomeCareDirect, are owned by HCD.

- g) Invoices of such recruitment and training funds will be invoiced at 1/12th per month related to the agreed annual budget
- h) Personal (Care) Assistant Pension
- i) Statutory Pay Insurance Fund as 4% of PA salary
This is insurance, and as such for confirmation, is non-refundable. This is only claimed on the actual hours undertaken by the client.
- j) Other funding for services and activities agreed by the funder.

The monthly charges for HCD service charge, recruitment and training are based on the agreed client's annual budget divided by 12 equal payments per month.

Note: As a personalised service to CQC standards, where HCD acts as a legal employer of the support team on behalf of the client, the 4% statutory pay insurance fund is to protect the client's budget against unexpected enhanced sickness benefits, maternity pay and paternity pay and disciplinary pay periods, including the statutory costs associated with pay during such periods. By way of confirmation, such statutory payments due during these periods, come from the HCD insurance fund. As the legal employer, on behalf of the client, and for clarity, this 4% insurance charge does not cover any support team redundancy payments, where any such payments due, remain the responsibility of the funder.

Should there be any shortfall in any individual client Statutory Pay Insurance Fund, then this will be met by the HCD insurance fund.

HOMECAREDIRECT CHARGES AND SUPPORT- will be subject to:

1. An annual review of the budget to meet the needs of the support plan.
2. Any changes to the assessed needs of the client.
3. Management of monies in a HomeCareDirect Managed Client Bank Account.
 - a) The funding held in a HomeCareDirect managed client bank account is deemed to belong to the relevant funders until spent appropriately by, or on behalf of, the client in the support of their assessed need.
 - b) Any monies not used in support of the client in accordance with the support plan and in excess of two months funding, will be identified on annual audit and be considered, in consultation with the funder and the client, to be returned by credit note to the relevant funder.
4. Personal (care) assistant support visits will predominantly be managed via an electronic recording of time in the client's home via personal assistant visit recording technology or via 'face recognition' recording linked to payroll and client invoicing.
5. After completion of a free 'Meet and Greet' visit and after a 'Request to Proceed' document has been signed by the client, then should the support not start, or be terminated by the client or funder within three months of the request to proceed or support commencement, then any recruitment, training and processing of any personal assistants will be eligible to be charged for by HomeCareDirect.
6. Support cannot commence for an individual client until all funding has been agreed.

7. The first year and subsequent annual HCD nurse client visits standard charge includes:
 - a) A 'Meet and Greet' visit,
 - b) A Support plan visit
 - c) A four-week support review nurse visit following support commencement.
 - d) An annual client care review qualified nurse visit.
 - e) Four HCD qualified nurse support team supervisions per year.
8. Should extra nurse visits be required then these will be charged at £265 per visit.

PRE-SERVICE CHARGES

Following a free 'Meet and Greet' nurse visit and an initial 'Support Plan Visit' and a subsequent signed 'Pre-Service Agreement', then should the client decide not to use the HCD services, HCD will be entitled to invoice for all costs associated to date in seeking to establish the support for the client.

Should the support for a person, as an individual, be deemed by HCD to be of an indiscriminate period, then HCD will require the recruitment and training cost of the PAs selected to be paid upfront prior to the commencement of support.

HEMOCAREDIRECT TRAINING

- All HomeCareDirect training is carried out by an HCD Qualified Nurse Trainer, and other qualified trainers, who hold the relevant qualifications & skills to carry out the relevant training which is bespoke to the individual needs as assessed. Information provided during the training session will be evidence based and relevant to the individual they support. All attending will be issued with training handouts where applicable.
- All personal assistants will be issued with a personal development plan after competencies have been achieved.
- It is HomeCareDirect's responsibility to ensure that employees are free from any condition and are not under any substance which would affect their capability to undertake the training. We welcome employees with disabilities and it remains the responsibility of HomeCareDirect to ensure that all personal (care) assistants (PAs) are appropriately supported in their workplace.
- HomeCareDirect's Nurse Trainer reserves the right to remove anyone from the course whom they feel unfit to complete the training at that time.

External Course Attendance

HomeCareDirect training department will source external training where necessary and ensure the training is appropriate to meet the needs of the individual client.

Training cost will vary, dependent upon the needs of the individual client.

Most terms & conditions of external training providers require the full cost of the training to be paid upfront prior to the delivery date with payment charges for late cancellation.

Should a client, or someone acting on their behalf, cancel the care support, or specifically the training related to the support, within 7 days of the due training date, then HCD reserves the right to charge the client for the cancelled training.

Details will be in the client contract.

Trainee non-attendance

Where a 'pre-employment trainee', or an 'HCD employed trainee', has a non-attendance for a training course, without a valid reason or not informed HCD of non-attendance, then HCD reserves the right to charge a fee directly to the non-attendant trainee.

Trainee Late Arrival

HCD reserve the right to refuse entry if a personal assistant arrives 15 minutes or more late for training. HCD reserves again the right to charge a fee to the late arrival trainee.

Details will be in the invitation to attend training. HCD is passionate about appropriate training. A late arrival impacts on the learning experience and training of the participant.

Training Venue

Where suitable the training of personal (care) assistants takes place in the individual's home wherever possible with the full involvement and consideration of the individual/family. This allows the training to incorporate the individual's equipment and understanding the constraints of environments when undertaking support. In the event that a training area is not available or not suitable for group training, then an alternative venue will be sourced.

Distance Learning/E-Learning

- All HomeCareDirect's distance learning workbooks provided will be issued with a prepaid return envelope and it will be the responsibility of the personal (care) assistant to return this completed. It is advisable for them to make a copy of the answers in case of them being lost in the post. HomeCareDirect will not take responsibility for any items lost in the post. Any lost question papers or resit papers will be re-sent at a cost to HCD.
- The overall training cost will be included within the individual client's personal budget created by HomeCareDirect and forwarded to the funding source for approval.

Employee – Early Leavers

Where an employee ends their employment during their first year with HomeCareDirect, then their cost of training will be charged to the departing employee dependent upon their employment time with HCD, as follows and as specified in the employment contract.

- 25% of the costs if an employee leaves within 12 months of their start date

Redundancy Payment: HCD acts as the legal employer on behalf of the client under direct payments and PHB procedures and principles. These procedures and principles at HCD equally apply to case management and private funders. Any redundancy payments are agreed to be paid by the client or funder. Any invoiced amounts to the funder are agreed to be set initially against any remaining funds held in the 'HCD Managed Client Account' and any shortfall, the invoice is be directed to the funder.

In relation to potential redundancy upon contract termination on the death of the client, HCD will endeavour to redeploy staff to other roles within HCD. If this is not possible then each PA will be given their appropriate notice period, as per their Contract of Employment (commencing on the Date of Death) and if entitled will be provided with the Government Standard Redundancy Package as per the Redundancy Calculator. Any monies remaining in the client HCD managed account, after all entitlements are paid out, will be returned to the funder after a maximum of four months from the death of the client.

MANAGING THE FUNDING

The NHS Principle of Up-front Funding of Direct Payments and Personal Health Budgets

HomeCareDirect support clients at home to the principle of personalisation. As such the principle of up-front payment at the beginning of each month into the individual HCD Managed Client Bank Account, is upheld for all clients, funded by either direct payments, PHBs, case management, by the client themselves or for any other independent funders.

Choices and Options for Managing Clients Funding

Option 1. Request by the client to open a HCD Managed Client Bank Account

This would be in the client's name in a separate Bank to the company's main Bank. This option is included within our standard charge at no extra cost. Quarterly returns for audit purposes, for personal health budget funded clients, will be made by HomeCareDirect to the client and to the funder, on the client's behalf.

Payment by the funder is preferred direct into the Managed Client Bank Account and will typically be up front at the beginning of the month of each support period in line with the pre-funding principles of personalisation.

Any Surplus Upfront Funding

Should there be any surplus in the upfront funding in the HCD managed client bank account, at the end of a client support, after all costs have been met in relation to the end of support, and the ending of employment or redundancy, then any remaining surplus will be returned to the funder.

The managed accounts will be operated in accordance with the written specification of HomeCareDirect - Policy No 149.

Funding Types - Payment Direct to the Client

Funding Types	The Funder
Direct Payments	The Council
Personal Health Budgets	NHS
Via Case Management	Insurance
Notional Budget	NHS
Private	Clients / Family

Option 2: Client's Own Separate Bank Account

The client chooses to manage their own funding from the State funder and will be required by the funder to open a separate bank account from the client's current account.

Option 3: State Managed PHB Account

The client may choose for the ICB (Integrated Care Board) funder to retain their personal health budget funding called a "Notional Budget". Under such arrangements HCD will invoice the ICB at the beginning of the previous month for upfront funding for the following support month. This funding will be placed in a managed bank account at HCD and audited as with other options.

PAYMENT RECEIPT

a. Via the HomeCareDirect Managed Client Bank Account

With the funding typically being at the beginning of the month, payment transfer for invoiced and work-in-progress support (WIP), are agreed by the client with final monthly settlement following receipt of the monthly invoice in line with HomeCareDirect Managed Client Bank Account - Policy 149.

b. Via the Clients Own Separate Bank Account

It is a requirement of the HomeCareDirect contract with the client for payment to be received by the 5th of the month by cleared funds for the support provided in the previous calendar month. This is to enable HomeCareDirect to pay the personal (care) assistants on the client's behalf. Should there be any default in any such payment for any reason, then upfront payments will be required in future via a HomeCareDirect Managed Client Bank Account for support to continue.

c. Should the total of client invoiced 'funds', held by HCD, be in negative at the end of support, then HCD will invoice the client/funder for any shortfall, and will be entitled to receive payment for such shortfall.

PRE- PAID CARDS

HomeCareDirect will not take any responsibility for cash in a client's home. Where 'cash' payments are required, on an ongoing basis in the home, then HomeCareDirect will provide a pre-paid card, to be used by either the client or a designated and agreed senior personal assistant, to be able to access cash.

A pre-paid card is a password protected debit card, in the name of HomeCareDirect, which has a pre-agreed value of monies put on it, by HomeCareDirect, on specified and pre-agreed periods of time.

HEALTH AND SAFETY IN THE HOME – for the client and their support team.

Health and safety will be managed by HomeCareDirect in the client's home on an individual basis, respectful of the client's wishes. HomeCareDirect will take full responsibility:

1. Where the client lives independently at home and is deemed not to have full capacity.
2. Jointly with the client with capacity to make their own decisions, and where the client lives independently at home.
3. Jointly with HomeCareDirect and the family where the client deemed with or without capacity lives with family members in the same house.

CODE OF CONDUCT

The client/family member/nominated individual, will be deemed to work in partnership with HomeCareDirect in relation to the client's support at home. As such the client/ family / nominate individual will be requested to support HomeCareDirect to act in a legal and responsible manner to properly fulfil the role of employer of the client's PAs under employment law, health and safety and care standards. Following discussion and written confirmation, any continued failure to adhere to such minimum standards by the client will result in service termination.

COMPANY INSURANCE

HomeCareDirect shall effect and maintain an insurance policy providing as a minimum the following levels of cover: public liability insurance with a limit of indemnity of not less than £2m and employer's liability insurance with a limit of indemnity of not less than £10m

SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

It is acknowledged that HomeCareDirect is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this statement of principles and for the purposes of the Safeguarding Vulnerable Groups Act (SVA). HomeCareDirect will comply with the current multi-agency safeguarding policies of the Department of Health that are applicable for children and adults.

DISPUTE RESOLUTION

1. Between HomeCareDirect and Personal (Care) Assistants (PAs)

HomeCareDirect looks upon the client, family member or nominated individual, to be part of the management of their own PAs and as such may be consulted in any PA dispute resolution. As the legal employer however, it will be HomeCareDirect who will ultimately have legal responsibility to resolve PA disputes and matters of PA discipline, and make any final decisions concerning action.

2. Between HomeCareDirect and the Client or the Funders

Any dispute will be looked to be resolved between the parties involved but if the dispute fails to be resolved within 21 days of notification of dispute, then HomeCareDirect, the client or the funder shall, on the written request of either party, enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties. In further default of any agreement within a further 14 days of receipt of a request, it shall be agreed, at the request of either party, for the dispute to be referred to the Centre for Dispute Resolution.

CONFIDENTIALITY

HomeCareDirect shall comply with the National Health Service Code of Practice and Standards in relation to confidentiality concerning the support people receive at home. This will include adherence to the National Minimum Data Set (NMDS) Standards.

HomeCareDirect will also comply with GDPR legislation.

TERMINATION ON NOTICE AND ON DEATH

Notice of Termination of Service Provision

Any service agreement will be subject to:

- a) An initial three months minimum service period, and thereafter be subject to -
- b) two months' notice by HomeCareDirect.
- c) one months' notice by the client.

Should support be subject to an 'expression of concern' from HomeCareDirect to the client, and no action taken by the client, family or nominated individual, then following further documented consultation, individual client service contracts can and will be terminated by HomeCareDirect by written correspondence.

Termination on Death

A service agreement for an individual shall automatically cease at noon on the 28th day after the death of the client and HomeCareDirect shall be entitled to invoice for its normal charges for that period by way of notice of cessation as a contribution towards any pay and costs for PAs to which they may be entitled and specific to the client, including costs associated with ending employment.

FORCE MAJEURE

HCD will use its best endeavours to provide the services to a Client. Should HCD's obligation to do so be materially interrupted or interfered with by an event of force majeure, then such obligation shall be suspended while the interference or interruption continues and HCD will not be liable for any loss the Client suffers or costs she/he incurs as a consequence of the interference of interruption.

Both parties to this contract agree to use their best endeavours to minimise and reduce any period of suspension caused by an event of force majeure.

The expression "an event of force majeure "includes but is not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Pandemic, Acts of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributed to war, or any other cause of event (whether of a similar or dissimilar nature) outside the reasonable control of either party to this contract other than a shortage or lack of funding.

ABOUT HOMECAREDIRECT

We are HomeCare Direct Ltd, a company incorporated in England and Wales.

Our Company House registered number is 4731807.

Our registered head office is: Riverside House, Hady Hill, Chesterfield, Derbyshire, S41 0DT.

Telephone Contact: 0345 061 9000

Terms and Conditions Agreement

Client/Funder:

Date:

These Terms and Conditions are acknowledged and agreed:

Signed:

Date:

Please Print Name

Please Note: Should HomeCareDirect not receive a signed acceptance of these Terms and Conditions, or a response, within 28 days of the above date then HomeCareDirect will deem these Terms and Conditions to have been accepted.