

THE DOREEN KENNEDY CARE AGENCY

CODE OF PRACTICE FOR CLIENTS

The Companion/Carer/housekeeper, after this known as the Companion, introduced to you by this Agency is responsible for setting the rate for the specific post. The rate they set will be dependant on (a) the level of care required, (b) the amount of personal attention involved, (c) night duty involved, (d) the number of people to be cared for.

The Agency is however able to give an accurate guideline of how much the services of a Companion are likely to be and this scale is listed at the end of this Code of Practice.

The Agency is not the employer of the Companion/Carer/Housekeeper.

The Employment Status of the Companion/Carer/Housekeeper is – SELF EMPLOYED.

.....

CLIENT'S OBLIGATIONS

The Client is responsible for paying the agreed rate directly to the Companion.

The Client will be responsible for re-imbusement directly to the Companion, of the return traveling expenses incurred by that Companion in going to and coming from the Client's home. Clients are strongly advised to ensure that these expenses have been thoroughly discussed between themselves and the Companion and agreed upon prior to the Companion taking up the post.

The expenses should not exceed the "saver return" British Rail Fare for the same journey should a Companion use their own car. A Companion will charge 30p per mile should it be necessary for them to use their own cars on a Client's behalf.

In the event that a Companion be required to use their own car, not all Companions carry "business" motor insurance cover. Clients are strongly advised to discuss this with the Companion as it may be possible to include business cover for a short time. In this event the charge will be passed on to the Client.

Clients are advised to agree the number of days to be worked, both with the Agency and the Companion prior to the confirmation being sent out to the Client and the Companion by the Agency. A Companion will work either a six or seven day week. If a six day week is agreed on then the Client pays only for the six days and the Companion will take a full twelve hour day off.

AT NO TIME WILL A COMPANION STAY AWAY OVERNIGHT UNLESS AGREED WITH THE CLIENT AND/OR THE CLIENT'S FAMILY.

The Client must ensure that the Companion can have two hours free time each day according to the normal running of the household. A Companion will expect to be able to go out during this time providing the Client can be safely left on his/her own. Should this not be possible the Companion will remain in the house, technically “off duty” but there if needed.

The Client will be responsible for paying Companions Double Rates of Pay for any weekday designated a Bank Holiday that falls within the period booked. For Clients in Scotland these will be deemed to be the same as the English Bank Holidays to avoid a double payment.

THE AGENCY WILL NOT, UNDER ANY CIRCUMSTANCES, ACCEPT MONEY FROM CLIENTS OR FUNDING AUTHORITIES THAT IS TO BE PAID TO A COMPANION.

.....

LEVEL OF CARE AND DUTIES REQUIRED OF A COMPANION BY A CLIENT

Clients are strongly advised to furnish the Agency with the fullest details of the levels of care required, night duty involved, number of people to be cared for, and any particular duties that the Companion may have to carry out, for example:- toilet hygiene, emptying of catheter bags, changing of colostomy bags, etc. The Client must also discuss these requirements fully with the Companion prior to the confirmation going out from this office.

Should it transpire that the lack of these details result in a Companion of lesser ability booked to a Client then the Agency will take no responsibility should that Companion leave a Client prior to the end of the period booked, but the Agency will undertake to replace that Companion with another in order to ensure that the Client is covered for the period of time booked.

The Agency advises the Client that the outgoing Companion may well demand that they be paid in full for the period of time booked, should their departure be necessitated by the lack of these details.

INTRODUCTIONS

All introductions are confidential.

Should a Client, directly or indirectly, introduce a Companion, already introduced to them by this Agency to a Third Party, with a view to that Companion working for that third party, then the Agency will charge the original Client the FULL PERMANENT FEE (see under Agency Fees).

Should a Client engage a Companion previously or currently introduced to them by this Agency, on a private basis, then the Client will be charged the FULL PERMANENT FEE

(see under Agency Fees)

CANCELLATIONS

Should a Companion cancel a booking with a Client the Agency undertakes to replace that Companion.

Should a Client cancel a booking already confirmed by our letter and invoice, prior to a Companion taking up a post, for whatever reason, then the Client will be liable to the Agency for HALF OF THE TOTAL OF THAT INVOICE, PLUS THE REGISTRATION FEE IF APPLICABLE.

The Companion will inform the Client of any charges they wish to make for such a cancellation.

Should a Client cancel a booking, for whatever reason, already taken up by a Companion, then that Client will liable for the FULL AMOUNT OF THAT INVOICE, for that particular period of time.

The Companion will inform the Client of any charges they wish to make for such a cancellation.

THE ONLY TIME THE AGENCY WILL CANCEL A BOOKING WITH A CLIENT WILL BE WHEN A CLIENT'S ACCOUNT IS SERIOUSLY OVERDUE AND DESPITE REPEATED REQUESTS FOR PAYMENT REMAINS OUTSTANDING (Agency Terms). SHOULD IT BE NECESSARY FOR THE AGENCY TO ADOPT THIS COURSE OF ACTION THE CLIENT WILL STILL BE LIABLE FOR THE FULL AMOUNT OF ALL INVOICES OUTSTANDING.

VETTING

The Agency assures the Client that the vetting of Companions to be placed on the Register will be done in as thorough and meticulous way as is possible.

References will always be taken up, verbally, and in writing. These references will be made available to a Client for inspection should they so wish.

The Agency will endeavour to personally interview Companions whenever possible. However, due to the Agency operating a Nationwide Service, this is not always possible given the time, distance and financial constraints.

A Client will always be informed when the Agency is using a Companion for the first time.

The Agency makes every effort to ensure that a Companion does not have any convictions, criminal or motoring, spent or unspent. We have to rely heavily in the

honesty of a Companion and his/her referees. The Agency arranges for Criminal Bureau Records Enhanced Disclosures to be carried out by an umbrella body together with POVA checks, and all successfully vetted Carers are required to undergo this procedure.

The Agency undertakes to make every reasonable effort to ensure the suitability of Companions selected for inclusion on the Register, however, the Agency cannot accept responsibility for loss, damage, expenses or delay however occasioned.

The Agency cannot accept liability for any kind of loss, including, without prejudice to the generality of the foregoing, loss of profits or any injury to persons arising directly or indirectly from any act of omission of any Companion introduced by the Agency even if such an act or omission reveals negligence or dishonesty.

Clients are asked to ensure that they hold adequate Public Liability Insurance.

COMPLAINTS PROCEDURE

The Agency introduces Carer/Companions to the Client and endeavours to ensure that the carer/companion supplied is fully competent and responsible for the duties they are required to perform, if a client has any cause for complaint regarding the carer/companion they should inform the agency immediately either by telephone or in writing and immediate action will be taken to investigate any discrepancies.

Should a carer/companion be found to be suspected of drinking on duty or dishonesty the carer/companion will be immediately removed from the client's home and a suitable replacement found. The carer/companion will then be suspended from the agency register until investigations have been carried out and should the allegations be found to be proved, the carer/companion will immediately be removed from the Agency register and not be offered any further bookings.

All information regarding such complaints will be held on the carer/companions file for future reference.

The Agency is registered with the Care Standards Inspectorate of Wales, North East Wales Regional Office, Broncoed House, Broncoed Business Park, Wrexham Road, Mold, Flintshire, CH7 1HP Telephone No: 01352 707900

The Agency is registered with the Data Protection Agency with regard to recording personal information.

AGENCY TERMS

THE AGENCY FEES ARE PAYABLE ON THE DATE THAT A BOOKING IS CONFIRMED IN WRITING BY THE AGENCY AND THE INVOICE IS RAISED, EVEN

THOUGH THIS MIGHT BE IN ADVANCE OF THE COMPANION TAKING UP A POST.

Confirmation and Agency Fees are usually sent out no more than two weeks in advance of the Companion taking up a Post.

ACCOUNTS WHICH ARE CONSISTENTLY MORE THAN ONE MONTH IN ARREARS WILL RESULT IN A SURCHARGE BEING LEVIED, OR, THE SERVICES OF THE AGENCY AND THE COMPANION BEING WITHDRAWN.

Should the duties with a client become untenable and full nursing care required which cannot be provided safely in the clients own home, an assessment would be undertaken and discussion with the clients family and/or any supportive bodies i.e. social services would be arranged. Then a collective decision would be agreed upon in the clients best interests.

COMPANIONS'S SCALE OF CHARGES

The Companions will normally charge a minimum of £60 per day. The amount will increase according to each Clients needs.

A Companion will charge Double Rates for any weekday designated a Bank Holiday that falls within the period of the booking.

Should a Companion feel that the rate should be increased due to the increase in the needs of a Client and the duties involved, then they will discuss this directly with a Client, agree a rate, and inform the Agency who will then confirm this in writing to a Client.

PAYMENTS TO A COMPANION

A Companion may ask that they be paid on a weekly basis, either by cheque or cash. Some may agree to take their pay at the end of their agreed time with a Client.

It is most important that the Companions are paid in full, including their return travelling expenses, at the time of working or on the day of their departure from a Client. FUNDING AUTHORITIES, SUCH AS THE SOCIAL SERVICES, ARE ASKED TO TAKE PARTICULAR NOTE OF THIS AS A COMPANION WILL NOT AGREE TO BEING PAID THREE WEEKS AFTER THE DATE OF DEPARTURE FROM A CLIENT, and therefore the Agency will not be able to send Companions to Clients funded by the Social Services if this rule cannot be adhered to.

.....
AGENCY FEES

Registration Fee £25.00. (Non refundable)

Permanent Placement Fee will be three times one weeks salary plus vat.

The Agency Fees for temporary placements are calculated on 20% of the Companions rate plus vat.

INCREASE IN AGENCY FEES

The Agency Fees will show a slight increase during periods booked which encompass any Bank Holidays.

The Client will be given not less than one months notice of any change in which the Agency Fees are to be calculated and this increase will not affect any periods confirmed in writing by the Agency.

PAYMENT OF THE AGENCY FEE

The Agency Fees become due for payment at the time the invoice is produced.

THE AGREED DAILY RATE PAYABLE TO THE COMPANION FOR THIS POST WILL BE £60.00. PER DAY.

THE AGREED WEEKLY RATE PAYABLE TO THE COMPANION FOR THIS POST WILL BE :-

£420.00. SEVEN DAY WEEK

THE AGENCY FEES, PER WEEK FOR THE POST WILL BE:-

£84.00. SEVEN DAY WEEK plus vat @ 17.50%

.....

HOME ASSESSMENTS

I am always delighted to visit any of my Clients in order to assess a situation or update an established Client.

THE DOREEN KENNEDY CARE AGENCY OPERATES AN EQUAL OPPORTUNITIES POLICY.

Code of Practice updated 23rd August, 2006