

Safebreaks Devon CIC Service Agreement

Date:

This document outlines the expectations between Safebreaks Devon CIC and the client referred to:

- "Individuals we support."
 - "Service user"

Safebreaks Devon CIC or referred to in this document as

- Safebreaks
- Safebreaks Devon CIC
- Organization

Detailed within this document are the terms and conditions for the service user.

- Placements & Placement holdings
 - Charges & invoicing
- Opening hours & Closure dates
 - Placement plans
 - Data permissions
 - Sickness & Absence

Safebreaks Devon CIC and its workforce are subject to the requirements laid out with the organization's policy & procedure and legislative requirements.

The purpose of a "Safebreaks Devon CIC service agreement" is to inform proceedings between the individuals we support & the organization and ensure the safe well-led provision of care.

Changes within working practices will be informed by:

- Local policy framework
- Legislative requirement
- Workplace policy and procedure

Please sign and return this page to agree to the terms and conditions specified.

| | | | |
|-------------------------------------|--|------|--|
| Service user name | | Date | |
| Service user Sign | | Date | |
| Service users representative – Name | | Date | |
| Service users representative – Sign | | Date | |

1.0 Placements & Placement holdings.

1a. Placements

Safebreaks Devon CIC provides services to people upon request, these requests are subject to assessment processes as laid out in section 4.0.

Safebreaks Devon CIC provides support to adults with additional needs through referral channels, Private or Local authority (LA) Prior to service engagement Safebreaks Devon CIC requires the following:

- i. Service users must provide details requested within placement profiles to inform the workforce.
- ii. Service users must Read, agree & sign the terms and conditions as set out within this document.

1b. Placement holdings

Safebreaks Devon CIC provides placements to service users within the “Day Centre” placements will:

- i. Be provided on an annual basis and allocated per Rota with the desired attendance frequency.
- ii. Placements will be charged monthly reflecting the booked sessions, any sessions not attended will still be charged.
- iii. Changes to frequency must be advised with 1 months’ notice and will be subject to review if the frequency is increasing due to staffing requirements.

2b. Safebreaks Devon CIC must adhere to staffing ratios dictated by insurance and local authority requirements.

- i. Safebreaks supports four service users to one (4-1)staff member ratio and one to one (1-1) ratio
- ii. In the event Service users’ needs change or are assessed to require a different staffing ratio commissioned Safebreaks will communicate the need and agree to changes with representatives. In the event, the agreement cannot be made Safebreaks reserves the right to terminate proceedings immediately to safeguard the workforce & other service users.
- iii. Ratios may be reviewed and differ for different activity requirements i.e. trips

2.0 Charges & invoicing.

2a. Charges

| Chargeable area | Total | Other information |
|--------------------------------------|---------|---|
| Day service attendance (1-4) | £68.25 | Increase set by (LA) 5% |
| Day service attendance (1-1) | £102.84 | Increase set by (LA) 5% |
| Day service early admittance penalty | £20.00 | Please note this charge is <i>not an optional extra</i> , this is a penalty charge incurred if Safebreaks Devon CIC – Day services admit service users we support prior to our start time (10:00 am) £20.00 is the charge per hour, this charge will be a flat rate for any time attending the service prior to 10:00 am |
| Day service late exit penalty charge | £20.00 | Please note this charge is <i>not an optional extra</i> , this is a penalty charge incurred if Safebreaks Devon CIC – Day services must support service users after the daily closing time of (16:00pm) The charge stipulated will be claimed from 16:10 and thereon per hour |

Safebreaks Devon CIC Service Agreement

- i. Increases (Annual) As of April first, Devon County council (DCC) will be applying increases to all areas funded within social care. These increases are set to reflect inflation along with national minimum wage requirements.
- ii. Safebreaks reflects these increases to all "Direct payment" / private funding recipients.
- iii. Increase/uplifts advised by the local authority (LA) will be followed on an annual basis, the % increase will be shared with individuals we support when we receive it.

2b. Invoicing

April 1st 2023 safe breaks Devon CIC will be adopting a new invoicing system

- Quickbooks

Invoices will be sent to you in the last week of each month via email using the above system viewer (website) Invoices are payable within 15 days of receipt and will be subject to a 3% increase on any late payments.

Each invoice will itemise each charge as stated above within the table of contents.

- i. Individuals we support are funded via different routes, and some additional charges are not subject to local authority coverage, in this event, invoices will be sent to service users or their representatives directly

Late / received payments.

- i. Safebreaks reserves the right to postpone/refuse access to day service provisions in the event nonpayment or late payment occurs.

Cancelations & Sickness

- i. In the event, Safebreaks Devon CIC cancels a session or sessions due to low staff attendance you will not be charged.
- ii. In circumstances whereby the day service cannot operate due to weather restrictions, weather events, or public health requirements individuals we support will be charged at the amount itemized in section 2.0.
- iii. In the event individuals we support cannot attend due to sickness (Please see Sickness & Absence section) you will still be charged. Attendance is on a placement hold basis. (Your space will be retained)

3.0 Opening Hours & Closure dates.

3a. Start / Finish times.

Safebreaks opens its doors at **10:00** to the individuals we support. If individuals attend prior to this time, we will be unable to admit them due to insurance and staffing reasons. For safety purposes, if individuals we support turn up early and we assess there is a need to admit them, the cost of this will be added to the chargeable amount as itemized in "charges and invoicing"

The same is in place for the end of the day, we close at **16:00**, and we understand that unforeseen circumstances may occur where the individuals we support are at times picked up late, however, this will be charged at the rate specified within "charges and invoicing"

Safebreaks Devon CIC Service Agreement

Safebreaks operate throughout the year with minimal closure dates to ensure consistency for everyone who attends. Due to legislative requirements and contractual obligations, there are some dates that Safebreaks day services will not be open.

- Bank holidays
- Essential maintenance
- Staff training
- Festive public holidays

Please see our website Safebreaks.co.uk for a full list of dates, and information below. 2024 dates will only be available on the website and provided in the yearly news bulletin.

3b. Bank Holidays - 2023

We will not be open on bank holidays, please see the dates below. These are also available on our website.

| Month | Fri | Sat | Sun | Mon |
|----------|-----|-----|-----|------|
| April | 7th | 8th | 9th | 10th |
| May | | | | 1st |
| May | | 6th | | 8th |
| May | | | | 29th |
| August | | | | 28th |
| December | | | | 25th |
| December | | | | 26th |

Other closure dates

| Month | Mon | Tue | Wed | Thur | Fri | Sat | Sun | Reason |
|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------|
| September 2023 | | 19 th | 20 th | | | | | Staff training |
| December 2023 | | | | | 22 nd | 23 rd | 24 th | Festive period |
| December 2023 | 25 th | 26 th | 27 th | 28 th | 29 th | 30 th | 31 st | Festive period |
| January 2024 | 1 st | 2 nd | | | | | | |
| Open as normal | | | | | | | | |
| Nonservice day | | | | | | | | |
| Red = closed | | | | | | | | |

4.0 Placement plans & information.

4a. Per year Safebreaks requires up-to-date information for everyone we support. This ensures Safebreaks Devon CIC can provide safe, well led & person-centered services.

- i. Safebreaks will provide review documents for service users and their representatives to complete on an annual basis.
- ii. Safebreaks will be unable to admit anyone who hasn't completed and returned review documents within 30 days (document dated)
- iii. It is the responsibility of the service user and their representatives to inform and update Safebreaks Devon CIC of any changes of need, and support requirements. Safebreaks Devon CIC will accept no responsibility for any incidents/accidents incurred as a result of information not being provided.

4b. Placement plans outline the support and need requirements for individuals we support, some areas of need require additional information.

Safebreaks Devon CIC Service Agreement

- **Epilepsy** – We require up-to-date protocols and action plans provided by NHS-registered professionals.
- **Medication** – Medication must meet specified requirements for us to be able to support administration.
 - i. Prescription label (unedited)
 - ii. Expiry (EXP) date must correspond – To box / Container.
 - iii. Dose must correspond to the prescription label.
 - iv. Original packaging
 - v. Meet 7 R's requirement - right patient, right drug, right dose, right time, right route, right reason, and right documentation, alongside this Safebreaks must reflect practices specified within "*Mental capacity act 2005*" - Right to refuse
- **Personal care needs**
 - i. Plans must be completed to inform the workforce.
 - Moving and handling
 - Personal care plan
 - ii. Changing equipment must be provided by the individual.
 - Wipes
 - Pads
 - Change of clothes
 - iii. Safebreaks reserves the right to review practices at any time to ensure safe practices.
 - iv. Right to refuse, Individuals we support have the right to refuse support In this area. – MCA – 2005 – Safebreaks Devon CIC will complete records to support evidence requirement.
- **Topical medications & Suncream application**
 - i. Topical medication must meet the requirement specified in (4b) additional plans must be completed to inform the workforce.
 - ii. Suncream must be supplied by the individual upon each day attended, Service users and their representatives must apply prior to attending day service to ensure full coverage.
 - iii. Staff will only apply to the neck face and arms. Safebreaks will not accept responsibility for areas missed and will not apply creams if individuals refuse or communicate/indicate refusal regardless of any mental capacity assessment status. "*MCA – 2005*"
- Dynamic risk assessments will be conducted if activities pose a "high risk" to service users in respect of sunburn. In the event risk assessment indicate nonattendance, representatives will be contacted for consultation and liability proceedings.

Other areas of need may be identified through placement plan completion. Safebreaks Devon CIC may implement an additional framework to inform the workforce and guide safe working practices adhering to organizational policy and procedure along with the legislative requirement.

Safebreaks Devon CIC holds a zero-tolerance policy toward the following areas (not extensive)

- Bullying
- Racism
- Assault
- Harassment
- Discrimination

Safebreaks Devon CIC Service Agreement

Information

Safebreaks Devon CIC is committed to informing everyone we support. Please view our website & private Facebook group regularly for updates and information.

- Safebreaks.co.uk
- Facebook – Safebreaks Devon CIC

Data permissions.

To support Safebreaks in providing person-centered services please see the enclosed Data permissions slip. For more information on how we manage your data please see our Data protection policy and procedure on our website.

Data permissions

Please tick or cross the areas you consent to your data being used.

For the purposes of this permissions slip data is defined as photos, testimonials, feedback & reviews

| | | | |
|----------|--------------------------|----------------------|--------------------------|
| Facebook | <input type="checkbox"/> | Advertising material | <input type="checkbox"/> |
| Website | <input type="checkbox"/> | Marketing | <input type="checkbox"/> |

All data used and held will be done so in accordance with data protection regulation policy and procedure for more information please see our *Data protection policy* available on our website.

Sickness & Absence

Safebreaks Devon CIC wants to highlight sickness and its impact on service continuance.

Attending while sick could result in widespread sickness. Some of our attendees are at “high risk” with complex health conditions. Alongside this staffing numbers can be impacted resulting in services being closed due to “safe staffing level” requirements.

Please see below a list of “common” sicknesses and the procedural requirement of absence.

Nonattendance policy

| | |
|-------------------------------|--|
| Diarrhea & Vomiting | 48 hours after the last episode |
| Conjunctivitis | 48 hours from the last eye drop, if eye drops are not given 48 hours from when the eyes have stopped producing green mucus |
| Temperature | For a temperature of 38.0 or above we ask that you do not attend until 24hrs after the temperature decreases- IF the resting temperature is higher please notify the manager and an advised procedure will be agreed |
| Cold & cough with green mucus | 24hrs after green mucus ceases |
| Impetigo | Stay off until rash / Impetigo has ceased |
| Scarlett Fever | Until the full course of antibiotics has been taken |
| Thrush in mouth | 48 hours after the last dose of antibiotic |
| Virus | 48 hours after the last dose of treatment |
| Infection | 48 hours after the last dose of antibiotic |
| Covid – 19 | Until Clear x2 LFT test 24hrs apart |

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Safebreaks Devon CIC Service Agreement

If individuals attend with any of the above illnesses we will request collection or pick-up arrangements to be made. If attendance with illness is frequent or recurring services may be removed to protect others, we support.

Please see Charges & invoicing for details relating to payments & sickness