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TERMINATION OF SERVICE USER'S SERVICE CONTRACT

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TERMINATION OF SERVICE USER'S SERVICE CONTRACT POLICY AND PROCEDURE

1. PURPOSE

- 1.1 To ensure full consideration of the Human Rights and consumer rights of the Service User when considering the termination of their contract (care package) with Nursing Direct.
- 1.2 To support Nursing Direct in meeting the Key Lines of Enquiry and Quality Statements as set out by the Care Quality Commission (CQC).
- 1.3 To meet the legal requirements of the regulated activities that Nursing Direct is registered to provide:
 - The Consumer Rights Act 2015
 - The Care Act 2014
 - Care Quality Commission (Registration) Regulations 2009
 - Equality Act 2010
 - The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014
 - Health and Safety at Work etc. Act 1974
 - Human Rights Act 1998
 - Mental Capacity Act 2005
 - Mental Capacity Act Code of Practice
 - Mental Health Act 1983
 - Data Protection Act 2018

2. SCOPE

- 2.1 The following roles may be affected by this policy:
 - Registered Manager
 - Other management
 - All staff including Agency Workers
- 2.2 The following Service Users may be affected by this policy:
 - Service Users
- 2.3 The following stakeholders may be affected by this policy:
 - Family
 - Advocates
 - Representatives
 - Commissioners
 - External health professionals
 - Local Authority
 - NHS

3. OBJECTIVES

- 3.1 To balance the rights of Service Users whose contract (care package) is being considered for termination, with those of other affected Service Users and Nursing Direct .
- 3.2 To ensure that Nursing Direct staff including Agency Workers understand their responsibilities to the Service Users.
- 3.3 To ensure that Service Users have a fair framework when Nursing Direct considers termination of contract.

4. POLICY

- 4.1 **Consent to Care and Terms and Conditions of the Service**
 - Before Care starts, every Service User and/or Commissioner is supported with information tailored to their needs about the service they will receive and the terms and conditions of the service.
 - Nursing Direct will only accept the contract between the Commissioner/Service User and Nursing Direct if the contract is signed by the Commissioner/Service User, or a legal representative with informed consent
- 4.2 Access and support are tailored to the individual to support understanding of the service of Nursing Direct and the terms and conditions of the Care
 - Nursing Direct will ensure that Service Users, or their legal representative, have a copy of the Consent to Care form and an opportunity to sign the form, with the right to withdraw consent at any time.

4.3 Nursing Direct will ensure that every reasonable effort is made to continue care provision (as per contract) between Nursing Direct and the Commissioner and/or Service User. There are specific circumstances where a termination of contract (care package), may be necessary. These include:

- Nursing Direct cannot meet the assessed needs of the Service User, this may include changes in medical care, personal care, or mental health for which Nursing Direct is not registered
- Behaviour which compromises the safety and/or the wellbeing of staff including Agency Workers. This includes but is not limited to violence and aggression, either verbally or physically towards staff including Agency Workers, from either the Service User or their family or friends
- Ongoing failure of the Service User to pay the agreed fees, where applicable
- A change in the financial circumstances of the Commissioner/ Service User leaving them unable to meet the agreed fees, where Nursing Direct is unable or unwilling to adjust the fee to an affordable level
- Where Nursing Direct are no longer able to operate the service

4.4 **Consideration of Other Forms of Action**

In any circumstance where a termination is considered, Nursing Direct will have:

- Exhausted and documented all other remedies
- Involved and discussed the issues with the Commissioner, the Service User, legal representatives, and (with capacity and informed consent) those the Service User wishes to involve, identifying alternative remedies
- Discussion with Social Services to explore alternative remedies , where appropriate
- Given adequate warning of possible termination of contract, raising the issues that have led to the possibility of termination of the contract (care package), to engage in meaningful negotiation to identify and carry out alternative remedies
- Following assistance and support to identify suitable alternate services

4.5 **Termination of Contract**

Where termination of contract (care package) is the only reasonable option after consideration, Nursing Direct will ensure a reasonable notice period of at least 28 days, unless safety issues require a swifter departure from the service.

4.6 All Service Users or their legal representatives concerning termination of contract (care package) will receive:

- Appropriate support to understand the information
- The time needed to understand
- Reasonable time to put measures in place to organise additional Care arrangements
- Written confirmation

4.7 **Dignity and Respect**

Nursing Direct respects every individual and will continue to treat Service Users with dignity and respect and will support their assessed needs until a smooth transition is complete.

Nursing Direct will work with the Service User, their family/representatives, and other professionals to ensure transition to another provider.

4.8 **Complaints**

Where a Service User wishes to make a complaint about a termination, we will support them to do so. Nursing Direct will ensure that the Service User is provided with information in an accessible format so that they understand how to escalate their complaint externally, either to the commissioner such as the Local Authorities, CCG's/ICB's and other service users or The Local Government and Social Care Ombudsman:

PO Box 4771
Coventry CV4 0EH
Tel: 0300 061 0614
Email: advice@lgo.org.uk
Website: <https://www.lgo.org.uk/>
Complaint form: <https://www.lgo.org.uk/complaint-form> .

4.9 **Evaluation**

Nursing Direct will evaluate each termination of contract to check if improvements can be made and update the process accordingly.

5. **PROCEDURE**

5.1 **Roles and Responsibilities**

- The Registered Manager is responsible for this policy and its distribution
- Every member of Nursing Direct staff including Agency Workers have a responsibility to treat every Service User with dignity and respect, regardless of issues which may lead to a termination of contract (care package)
- Nursing Direct staff including Agency Workers will report any incidents in the usual way, to ensure a thorough audit of any connecting issues

5.2 **Review of Care Plan**

- The Registered Manager must conduct a full review of the Service User's Care Plan
- The Registered Manager will objectively identify and note any issues which appear to be placing a question over the appropriateness and ability of Nursing Direct to provide Care for the Service User to meet the agreed Care Plan

5.3 **Accessible Information**

The Registered Manager must ensure that information regarding the support from staff including Agency Workers is relevant to each Service User's individual communication needs.

5.4 **Step 1: Discussion to Potentially Avoid Termination**

The Registered Manager must consult with the Commissioner and/or Service User on the listed issue(s), with the objective of identifying courses of action which may avoid contract termination.

5.5 **Step 2: Further Discussions - Inclusion of family, advocates, and social services**

If consultation with the Commissioner and/or Service User fails to identify alternatives to termination, ask the Service User for their consent to consult with, as appropriate to the circumstances:

- The Service User's family
- An independent advocate
- Social Services

This is with the objective of identifying courses of action which avoid contract termination.

5.6 **Step 3: Alternative Placement**

If consultation with the Commissioner and/or Service User and others fails to identify alternative courses of action, consult with all parties to identify alternative providers and services.

5.7 **Step 4: Negotiation of Placement and Termination Date**

- The Registered Manager will negotiate the termination date with the Commissioner and/or Service User or advocate in order to safeguard the Service User's wellbeing, while achieving the move to the alternative service
- Nursing Direct will support the Commissioner and/or Service User (or their representative) during the change of service
- The final notice should be provided in writing.

5.8 **Information**

All information and meetings with the Commissioner and/or Service User and other stakeholders must be documented by the Registered Manager and stored appropriately, complying with data protection law.

The Registered Manager will evaluate the information and provide the salient facts and reasoning in the appropriate letter to the Commissioner and/or Service User and their legal representative.

6. DEFINITIONS

6.1 **Termination of Contract (care package)**

To cease a legal written agreement (contract) with or without consent to cease, before the contract end date

6.2 **Staff including Agency Workers**

- **Staff**
Denotes the employees of Nursing Direct Healthcare Limited.
- **Agency Workers**
Refers to individuals who are contracted with Nursdoc Limited or another employment business as an Agency Worker (temporary worker) provided to Nursing Direct Healthcare Limited to perform care services under the direction of Nursing Direct.

6.3 **Nursing Direct**

Nursing Direct, also known as Nursing Direct Healthcare Limited, is the entity regulated by the CQC (Care Quality Commission) and responsible for the care service provision, contracted to provide homecare services to service users in their homes, in placements, essential healthcare facilities and in the community.

6.4 **Nursdoc Limited**

As the sister company to Nursing Direct Healthcare Limited, Nursdoc Limited acts as an employment business, specialising in providing staffing solutions to the healthcare sector.


6.5 **CQC (Care Quality Commission)**

CQC throughout this policy, the term "CQC" refers to the Care Quality Commission (CQC) which is the independent regulator of health and social care in England.

OUTSTANDING PRACTICE

To be 'outstanding' in this policy area you could provide evidence that:

- Consistent evidence that an alternative arrangement has been made to the satisfaction of the Commissioner/Service User which prevents the need for complete termination
- Good partnership working which results in evidenced smooth transitions for Service User to other services

COMPLETED DATE:	
SIGN OFF DATE:	
REVIEW DATE:	
SIGNED:	 Marc Stiff – Group Managing Director