Parent and Carer Alliance



# SELF-FUNDING SERVICE AGREEMENT

Service Agreement Number:

**Agreement Start Date:** 

This is an agreement between Parent and Carer Alliance C.I.C.

This is an agreement between Farent and Carer Amance C.I.C.
And
Client Name:

## **Purpose of the Agreement:**

Client address:

The purpose of the Agreement is to set out the terms under which the Advocate/Family Support worker will provide services to the client

# Services which may be funded include:

- Aiding communication between clients and staff from support agencies through use of email and telephone conversations
- Reading the contents of letters, assessments and other reports and assisting clients in understanding the information that is being shared with them and to express their wishes and feelings.
- Assisting families to understand and to exercise their rights and, where necessary, to challenge decision
  makers or poor practice by practitioners and agencies, including the use of complaint procedures if
  appropriate.
- Taking and sharing notes in meetings, if requested by the client
- Preparing families for meetings. Attending meetings and appointments (virtual and in person) with families, ensuring they are supported to fully participate in the process, their views are clearly expressed, and they understand what is being said about them; these may include assessments, reviews, planning meetings, child protection conferences, EHCP planning and reviews, health care planning meetings.
- Debriefing the families after the meetings and appointments to ensure that they understand any decisions that have been made and any next steps.
- Producing written reports of a professional standard with the purpose of ensuring the views of the
  person are fully represented and given due consideration in line with internal and external best practice
  guidelines.

# Agreement to provide the services

The client agrees to engage the Advocate/Family Support worker through the Parent and Carer Alliance C.I.C. Advice service, making all payments through the Alliance financial systems.

The Advocate/Family Support worker agrees to provide all services to the client via the Alliance advice service systems, from the services start date until the services end date (or until this agreement is terminated in accordance with its terms). The Advocate/Family Support worker shall provide the services with all due reasonable care, skill, and ability.

The client and the Advocate/Family Support worker acknowledge that they have been introduced to each other via the Parent and Carer C.I.C. advice service, and have accepted the terms and conditions of business of Parent and Carer C.I.C.

The client agrees that

- They will ensure that the service is informed of any communication difficulties or other disabilities that the client has which may need reasonable adjustment
- They will ensure that the service has good notice of the time of meetings
- They will provide essential documents in good time for meeting preparation
- They will ensure that the service has notice of any risks associated with the Advocate/Family Support worker attending a meeting in their home, such risks include, but are not limited to, those listed in the Safety section below
- They will complete a form of authority allowing for the service to engage with the child and family
- They will always provide an appropriate adult to remain with children/young people during any interactions with Alliance personnel such as gathering the child/young person's views.
- They will communicate concisely with the Advocate/Family Support worker and agree which
  communication is essential, rather than providing large amounts of information/documents without this
  agreement
- Reading reports, discussing the case in person, on the phone or by email, reading and sending emails, all
  uses up this funded time
- Support can only be provided until their funded hours have been used, unless additional funding is agreed (see Fees and Expenses)
- They will provide feedback on the service provided to help self-evaluation and improvement plans using the feedback form

https://info.parentandcareralliance.org.uk/feedback/sffamilysupportfeedback

#### Safety

The client will maintain a safe environment during in person home visits by not using tobacco, ecigarettes, alcohol or illegal substances during the visit, by ensuring that the room/area where the visit is to take place is free of trip hazards, and by ensuring that all animals/pets will be restrained and removed from the room/area where the visit is to take place.

If there are pets in the family home the client must inform the Advocate/Family Support worker prior to the visit and confirm that visiting staff are comfortable with the pets kept by the households that they go into or are at the least accepting of them with the risk control measures put into place.

The client agrees to always treat our Advocate/Family Support worker courteously.

Behaviour that would be found to be unacceptable includes (but is not exclusive to): any physical violence, verbal, or written abuse, racial or homophobic abuse and sexual harassment.

Persistent or unrealistic demands that cause stress to staff will not be accepted. Requests will be met wherever possible, and explanations given when they cannot. All our staff are carers and may need to take leave at short notice.

Any such behaviour will not be tolerated and is most likely to result in termination of this agreement and in the client being prevented from accessing any Parent and Carer C.I.C. provision or services, and, in extreme cases, the Police being contacted.

The client agrees that if they, or any other family member or representative who was present during a visit, becomes unwell with any symptoms of an infectious disease such as COVID-19 at any point before or after our visit, that they will inform Parent and Carer C.I.C. as soon as possible, via email or telephone call, that you have developed symptoms.

#### Fees and expenses:

Fees for the Agreement will be £47.50 per hour after the initial block of funding has been used, plus a one-off admin charge of £25. Invoices will be issued for block payments of 5 hours each time, unless agreed otherwise. Where necessary, VAT will be added at the appropriate rate. Where appropriate, travel, subsistence and other expenses will be paid at cost, mileage at 45p/mile and in accordance with arrangements specifically agreed, in advance, with the client.

Additional fees will be paid for independent reports, which will include an admin fee to the Alliance and will be agreed as stated below:

#### **Invoices and payment:**

The client agrees to pay all fees and expenses for the provision of services via bank transfer to the Parent and Carer C.I.C. bank account.

ACCOUNT **Parent and Carer Alliance C.I.C.** SORT CODE **30-90-09**, ACCOUNT NUMBER **65328868**. Use your name as the reference so we know who has made the payment

Invoices must be paid prior to any services being provided by the Advocate/Family Support worker. Clients will be informed once funded hours have been used to provide services and must agree, and fund, any additional hours before these hours are provided.

# Late payment

If invoices are not paid within 30 days, then we reserve the right to charge interest at the Bank of England base rate plus 8% per month and an administration charge of £50 per hour for the time we spend pursuing or collecting the outstanding debt.

#### Refunds

On the services end date, or if an inability to provide the services arises, or there is an agreed cancellation or termination of this agreement, unused payments will be refunded.

## Inability to provide the service

If the Advocate/Family Support worker is unable to provide the services due to illness or injury, they will notify the client as soon as reasonably possible.

If the Advocate/Family Support worker is unable to provide the services for any other reason, they shall (where possible) notify the client in advance of both the first day of absence and the expected length of absence.

#### Cancellation of the services

The client shall give Parent and Carer C.I.C. at least 48 hours' notice of cancellation of any of the services. Where such notice is not given, the client shall be responsible for paying the fees in relation to the services.

#### **Communication:**

The Advocate/Family Support worker will use their allocated <u>name@parentandcareralliance.org.uk</u> email account as the official means of communication with clients, organisations involved with clients, organisations contacted for advice on behalf of clients, and with Parent and Carer Alliance C.I.C. This email account must not be used for work not authorised by Parent and Carer Alliance C.I.C.

The welfare of all clients and their families is a priority for Parent and Carer Alliance C.I.C, and as such the right is reserved to monitor communications made using @parentandcareralliance.org.uk email accounts

## **Confidentiality:**

During the agreement, the Advocate/Family Support worker will have access to Confidential Information. The Advocate/Family Support worker will not divulge to third parties matters confidential to clients, their families, or Parent and Carer Alliance C.I.C. (whether or not covered by this Agreement) without explicit permission.

This restriction does not apply to any use or disclosure required by law; or any information which is already in, or comes into, the public domain otherwise than through the Advocate/Family Support worker's unauthorised disclosure.

#### **Data protection:**

The Advocate/Family Support worker and the client agree to comply with all applicable data protection legislation, including (but not limited to) the General Data Protection Regulations (GDPR) and the Data Protection Act 2018, as amended, or updated from time to time.

The client should read and familiarise themselves with the Parent and Carer Alliance C.I.C Data Protection and <u>Privacy policy</u>

Once the service agreement ends, Parent and Carer Alliance C.I.C. will retain the form in which you made your original request for support, requests for any additional hours of support, feedback and a brief summary of the support provided

In order to protect your privacy we will remove all the additional information that you sent to Parent and Carer Alliance C.I.C during a scheduled removal of data, after you have been given two weeks' notice of

the removal, unless you specifically request that we retain it by contacting the Alliance at <a href="mailto:info@parentandcareralliance.org.uk">info@parentandcareralliance.org.uk</a> giving your reasons.

#### **Termination**

This agreement will automatically end on the earlier of:

- a) the Services End Date (unless that date is extended by agreement between the carer and the client) or
- b) the date on which the client and Parent and Carer Alliance C.I.C agree that the services should end.

Either the client, the Advocate/Family Support worker, or Parent and Carer Alliance C.I.C may terminate this agreement by giving the other reasonable notice that they wish to terminate the agreement.

Either the client, the Advocate/Family Support worker, Parent and Carer Alliance C.I.C may immediately terminate this agreement if the other party is in breach of their obligations under this agreement. The Advocate/Family Support worker may immediately terminate this agreement if they are unable to provide the Services due to circumstances beyond their reasonable control.

#### **Governing Law**

This agreement and any dispute or claim arising out of this agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

# **PARENT AND CARER ALLIANCE C.I.C**

Cedar House Cedar Drive Dursley GL11 4EB



# **FORM OF AUTHORITY**

I am/am the nominated person for (delete as applicable)		
Name:	Date of Birth:	
Of: address		
Postcode:		
and hereby authorise you to correspond, meet with, and supply any information, written or electronic, requested by Parent and Carer Alliance CIC in relation to me.  I authorise the Local Authority to communicate by unencrypted email with Parent and Carer Alliance CIC and myself. This authority is valid until further notice.		
Signed		
Name in capitals		
If nominated person state relationship to nominated	nee	
Date: Email to info@parentandcareralliance.org.uk	www.parentandcareralliance.org.uk	