**CODE OF GOOD PRACTICE**

**To be read in conjunction with Leeds Directory Terms & Conditions**

Please Note: Leeds City Council Leeds cannot recommend any organisations and are not responsible for how the organisations listed deliver a service. Leeds Directory reserves the right to refuse an application or remove a Provider.

**Values and Commitments**

1. **VALUES AND COMMITMENTS** – The Provider should endeavour to provide services which are person-centred, responsive to need and requirement, reliable, flexible, affordable, easily accessed, culturally appropriate and non-discriminatory.
2. **LEGISLATION** –The Provider is responsible for complying with all current legislation in relation to the services they provide. For guidance, please visit this website: [www.legislation.gov.uk](http://www.legislation.gov.uk/).
3. **REGULATED ACTIVITIES** – The Provider must ensure that employees are suitable for the role that they will be carrying out, this includes checking qualifications, carrying out training and ensuring that staff have the appropriate level of disclosure in accordance with the updated Protection of Freedoms Act 2012. For guidance please visit: [www.gov.uk/government/organisations/disclosure-and-barring-service](http://www.gov.uk/government/organisations/disclosure-and-barring-service)
4. **SAFEGUARDING** – Where a Provider encounters a situation where they feel a person over the age of 18 is vulnerable or at risk of abuse from another person, they should seek help and support in reporting their concerns. Providers with their own Safeguarding processes should follow those, everyone else can seek advice or report a safeguarding adult concern via the Leeds city council contact centre by calling 0113 222 4401. For more information visit: <https://leedssafeguardingadults.org.uk/safeguarding-adults/informationforthepublic>
5. **MODERN DAY SLAVERY** – Modern slavery is a crime, and a violation of fundamental human rights and Leeds Directory has a zero-tolerance approach to any form of modern slavery, and as such, we will always take quick action to report or refer any such activity that we become aware. If you know or suspect that someone is a victim of modern-day slavery, please report your concerns either to the police by calling 101 or the modern slavery helpline on 0800 0121 700. You can also report your concerns online at <https://www.modernslavery.gov.uk/start>   
   You can find out about Leeds City Councils anti-slavery and human tracking statement by visiting: <https://www.leeds.gov.uk/plans-and-strategies/anti-slavery-strategy>

**Business Practice**

1. **CONTRACTS** – We expect all Providers to provide a written contract on letter headed paper. Contracts should clearly detail all important information relating to the client, the services to be provided and associated costs, including VAT. Contracts should be signed by the client or their representative. If changes to the contract are required for any reason a new contract should be produced and formally accepted by both parties.
2. **CHARGES/PAYMENT** – The provider agrees to notify clients of any changes in hourly rates or costs of services in advance and to provide an updated contract to reflect these changes. The Provider should never request or accept payment in advance unless agreed in writing between the client and Provider. Where payment is received in the form of cash or cheque the client should be provided with a written acknowledgement of receipt. This may take the form of a handwritten note on headed paper or a copy book receipt. This acknowledgement should always include the name and main contact information for the provider, the amount received and a brief reference for the client’s reference. This should always be followed up by a written invoice.
3. **INVOICING** - Invoices should be consistent with the previous agreed contract, including an itemised breakdown of dates and description of services provided and VAT. Where relevant, invoices should be accompanied by receipts and record of mileage for the customer’s reference and records. Invoices should always be provided on letter headed paper.
4. **SERVICE STANDARD** – Providers agrees to provide competent standards of service in accordance with the services stated on their registration form and listed on the Leeds Directory. Providers agree to use appropriate equipment and materials for the work undertaken, and access training relevant to the client’s needs where necessary. The Provider should immediately declare any problems encountered to the client and only make true representations about services and the need for them. Services provided to the client outside of those listed on the Directory listing without prior notification and modification of criteria may result in removal from the Leeds Directory.
5. **CLIENT CONFIDENTIALITY** – Strict confidentiality must be always observed, and client details must not be passed on without client consent unless in relation to a safeguarding investigation.
6. **DATA PROTECTION** – Providers agree to handle client information in line with current Data Protection legislation. For up-to-date legislative guidance, please refer to [Data Protection Act 2018 (legislation.gov.uk)](https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted)
7. **BY APPOINTMENT ONLY** – The Provider agrees to visit the client as arranged by appointment only. Every effort must be made to keep appointments. The Provider should make every effort to communicate with the client regarding any changes to the agreed schedule.

**Delivery of Service**

1. **DELIVERY OF SERVICE** – The Provider agrees to undertake and complete services with due care and skill and to complete agreed work within agreed time scales wherever possible. Where this is not possible, whether due to planned holiday, unplanned illness, or staff shortages it is the responsibility of the Provider to advise the client as soon as possible. In the case of leave, it is the Providers responsibility to arrange suitable substation. In the case of illness or other unplanned absence the Provider should make every effort to identify the date service can be resumed and arrange, or enable the Client or their representative to arrange, substitution. If this is not possible the Client/their representative should be encouraged to contact Adult Social Care or Leeds Directory. The provider agrees to treat the clients home and property with respect and request permission to use any facilities in the clients’ home.
2. **CONTINUING ASSESSMENT** - The Provider agrees to undertake an assessment of the client’s needs any time a change occurs to ensure that they can meet the clients changing needs. The Provider agrees that they will notify the client when they are no longer able to meet these needs and support the client to engage with appropriate services such as Adult Social Care.
3. **JOINT DELIVERY OF SERVICE** – In cases where services are being provided by two or more CMEs the Providers will only undertake actions as instructed by the client or their representative. Providers may wish to create and maintain, with the permission of the client, a shared record of instructions and actions taken to share information. This record should be agreed with, and always remain, in the client’s possession. Where instructions between providers is found to be inconsistent with an agreed contract or support plan the Providers agree to undertake an assessment of the clients as outlined under item 14. Providers found to be directing or coordinating the delivery of a clients care in a way consistent with the role of an agency risk the loss of their Green Tick status and being reported to CQC.
4. **SUSUBSTITUTIONS** – Leeds Directory recognises the right of sole trade providers to arrange substation to cover holiday and illness however, this right can conflict with the CQC definition of a “Home Care Agency”. To limit the conflict between this right and the CQC definition Leeds Directory recommends that Providers arrange substitutions using the principles in the Substitution Disclaimer. Failure to meet this standard may in removal from the Leeds Directory.
5. **CLEAN AND TIDY WORK AREA** – The Provider will carry out work in a tidy and professional manner, paying particular attention to potential hazards. The Provider will leave the Client’s home and garden clean and tidy. All waste is to be removed and disposed of legally, following completion of the work, subject to agreed contract.
6. **HEALTH AND SAFETY** – The Provider will carry out work in accordance with current Health and Safety (HSE) legislation. The Provider will operate in accordance with Control of Substances Hazardous to Health (COSHH) regulations where appropriate. Chemicals will be stored, used and disposed of according to COSHH regulations. For guidance, please refer to the Health and Safety Executive website: [www.hse.gov.uk](http://www.hse.gov.uk/).
7. **ENVIRONMENTAL** - Providers should be committed to reducing the environmental impact of their activities. Providers will dispose of waste legally and keep records where appropriate. Chemicals should be disposed of safely, in accordance with current COSHH regulations <http://www.hse.gov.uk/coshh> .
8. **RESPECT** – Leeds Directory is committed to the principles of equal opportunities and respects the dignity, diversity, and individuality of all our service users. We hold our Providers to the same standards that we hold ourselves with regards to tolerance, fairness, and empathy. Providers have responsibility for their own behaviour and that of their staff and subcontractors under the Code of Good Practice. Any complaints of discrimination received by Leeds Directory will be subject to the Removals Policy.
9. **ILLNESSES** – Age, fragility and other complex factors can impact on the body’s ability to respond to common illnesses. When working with older people and people with health vulnerabilities it is important to be aware of our own physical health and how it may impact on service users. It is the responsibility of the Provider to notify the client of any absence, either directly or through an agreed route as soon as it is known they will be unable to deliver a service. The Provider will provide information to enable the client or their representative to arrange a substitution if a pre-agreed process of substitution is not already being in place.
10. **COMPLAINTS** – Providers are requested to deal with all complaints promptly. The Leeds Directory Complaints Procedure is available upon request. We record all complaints and signpost matters on to regulatory bodies, such as the CQC, Leeds City Council etc. where appropriate.

**Money and Finances**

1. **ENCOURAGING INDEPENDENCE** – Providers should encourage the use of banking methods which maintain the client’s independence wherever possible. This may include encouraging and supporting clients to visit branches in person or use banking methods such as telephone and internet banking.
2. **HANDLING MONEY, BANK CARDS AND PIN NUMBERS** – Where possible clients should be encouraged to visit the bank in company with the Provider. Where this is not possible the client and provider should contact the relevant bank or building society to discuss terms and conditions relating to collecting monies on behalf of clients. Where appropriate a procedure called ‘agent to operative’ should be implemented. It is **illegal** to use another person’s credit or debit card and pin number without obtaining their permission, given freely, for each individual transaction and there should be a clear record of each instance maintained within the client’s contract/support plan. This should be in addition to maintaining up to date records of all transactions, signed by relevant parties. Banks have the right to withdraw bank cards to protect their own interests and that of their clients.
3. **RECORD KEEPING** – Irrespective of the method of banking used the Provider agrees to maintain clear and accurate records as to the transactions undertaken with or on behalf of the clients. This may include, but not be limited to, cheques being clearly annotated, submission of receipts and annotation of bank statements.
4. **LOTTERY TICKETS, BETS AND LOYALTY CARDS** – The Provider should not purchase lottery tickets or place bets on behalf of a client or use client loyalty cards for personal gain.

**Green Tick Standard**

1. **MAINTAINING YOUR GREEN TICK STATUS** – Providers must successfully complete the registration process before being listed on Leeds Directory. If documentation requested to maintain the Green Tick status is not provided in a prompt manner within a month of renewal the listing will be removed, and the Provider advised of removal in writing. Documents can be updated via the Green Tick Uploader or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 3784610 or by emailing them directly leedsdirectory@leeds.gov.uk.
2. **MAINTAINING YOUR LISTING** – Providers are also expected to maintain the accuracy of the listing information and update the website / service with any changes to contact information, services offered etc. as soon as they occur. These changes can be submitted by visiting the listing or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 3784610 or by emailing them directly.

Providers Must immediately inform Leeds Directory of change in status relating to DBS disclosures for staff providing a service in the home, garden or 1:1 in the community, including the manager, by contacting the Provider Monitoring Officer. Failure to do so may result in a listing being removed from the Leeds Directory, with the Provider being advised of the removal in writing.

1. **AVAILABILITY OF SERVICE –** Providers are expected to regularly review and update the information held on the Leeds Directory regarding availability of service, particularly regarding any periods of not taking on new work, delays in responding to requests for service or holiday. A Provider can request a temporary removal of their listing to help mitigate any source of new work for a period up to 3 months. Please note – reinstatement to the Leeds Directory will be contingent on the supply of any Criteria element which may have expired in the period of removal.   
     
   Failure to maintain this information may result in a listing being removed from the Leeds Directory, with the Provider being advised of the removal in writing. These changes can be submitted by visiting the listing or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 378 4610 or by emailing them directly leedsdirectory@leeds.gov.uk.
2. **STAR RATINGS AND REVIEWS FEEDBACK** – Client feedback must remain entirely independent of the service provider. It is good practice to distribute blank feedback forms with a covering letter and stamped address envelope to facilitate this process. Clients can return forms through the post, provide their feedback via our Helpline on 0113 378 4610 or submit comments via our website [www.leedsdirectory.org](http://www.leedsdirectory.org). We can only accept one rating per job.

Where clients are unable to complete forms independently a third party may assist.

**Providers must ensure that their staff never complete or collate/post feedback forms on behalf of clients receiving the service**.

Leeds Directory contacts clients to verify that feedback is genuine, and we publish ratings and comments anonymously. Leeds Directory is unable to accept feedback from Providers’ friends or family, staff who work or have previously worked for the organisation or any other individual with a vested interest in the service.

Leeds Directory maintains records of all feedback that has not been obtained in accordance with the Code of Good Practice. Organisations who do not operate as requested risk suspension from Leeds Directory.

Signed for and behalf of       Position:        
Signature:       Print Name:

Date:

If for whatever reason you do not confirm your acceptance of the Code of Good Practice, we will treat the fact that you agree to being listed on the Leeds Directory as deemed acceptance of the terms contained within it.