

Compliance & Operations Policy Manual

Company Name: Samnells HomeCare Service Limited

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Approved By: Board of Directors, Samnells HomeCare Service Limited

SECTION 1: SAFEGUARDING POLICY & PROCEDURES

1.1 Policy Statement

Samnells HomeCare Service Limited is fully committed to a zero-tolerance approach toward any form of abuse, neglect, or exploitation of vulnerable adults. Although our services are legally classified as unregulated, we operate strictly in accordance with the statutory principles of the Care Act 2014 and local authority multi-agency safeguarding arrangements. The safety, dignity, and human rights of our clients are our paramount concern.

1.2 Scope

This policy applies to all employees, contractors, volunteers, and managers working for or on behalf of Samnells HomeCare Service Limited.

1.3 Definitions of Abuse

Staff must remain highly vigilant to the following categories of abuse:

- **Physical:** Hitting, slapping, pushing, restraint, or misuse of medication.
- **Psychological/Emotional:** Threats, humiliation, blaming, isolation, or verbal abuse.
- **Financial/Material:** Theft, fraud, exploitation, pressure in connection with wills or property, or misuse of a client's money.
- **Neglect/Acts of Omission:** Failure to provide access to medical care, food, warmth, or clean environments.
- **Discriminatory:** Harassment or slurs based on race, gender, age, disability, or sexual orientation.
- **Self-Neglect:** A client neglecting their own personal hygiene, health, or surroundings to an extent that threatens their safety.

1.4 Step-by-Step Reporting Procedure

1. **Immediate Protection:** If a client is in immediate physical danger, experiencing a medical emergency, or if a crime has occurred, the staff member must immediately call emergency services on 999.
2. **Preserve Evidence:** Ensure that no physical evidence is disturbed if a criminal act is suspected.
3. **Internal Reporting:** The staff member must verbally report the concern to the designated Safeguarding Lead (Registered Manager) within 2 hours of the discovery or disclosure.
4. **Written Documentation:** Before the end of their shift, the staff member must complete a formal Safeguarding Incident Form, detailing exact dates, times, verbatim quotes from the client, and observable objective signs. No personal opinions or assumptions should be included.
5. **External Referral:** The Safeguarding Lead will review the report. If there is a reasonable suspicion of abuse or neglect, the Lead will raise a formal safeguarding alert with the local authority's Multi-Agency Safeguarding Hub (MASH) or Adult Social Care team within 24 hours.

SECTION 2: GDPR & DATA PROTECTION POLICY

2.1 Policy Statement

Samnells HomeCare Service Limited ensures total compliance with the UK GDPR and the Data Protection Act 2018. We act as a Data Controller for the personal and special category data of our clients and staff. Data is processed lawfully, fairly, and transparently, and is retained only for as long as legally necessary.

2.2 Data Management and Storage

Digital Records: All digital client information, staff profiles, scheduling apps, and administrative emails must be hosted on secure, cloud-based servers that feature advanced encryption and mandatory Two-Factor Authentication (2FA). No client names or details should be saved locally onto personal mobile phones or tablets.

Physical Records: Any printed care plans, staff application forms, or service agreements must be kept in standard commercial filing cabinets, secured by a lock, inside an office room that remains locked when unoccupied.

Retention Period: Client records will be securely retained for 8 years following the termination of service, after which they will be digitally overwritten or physically shredded using a certified

cross-cut shredding service.

2.3 Subject Access Requests (SARs)

Under the UK GDPR, clients, their legally appointed representatives, and staff members have the right to request access to all data held about them.

- Requests can be made verbally or in writing.
- Samnells HomeCare Service Limited will verify the identity of the requester before releasing data.
- The requested information will be provided free of charge within 1 calendar month of receipt.

2.4 Data Breach Protocol

In the event of a data breach (e.g., a lost company device, an email containing a care plan sent to an unauthorized recipient, or an office break-in):

1. The employee must report the breach to the Data Protection Officer (DPO) immediately upon discovery.
2. The DPO will assess the risk to individuals' rights and freedoms.
3. If the breach poses a high risk, Samnells HomeCare Service Limited will report the event to the Information Commissioner's Office (ICO) within 72 hours of becoming aware of it, and notify the affected individuals directly without undue delay.

SECTION 3: COMPLAINTS PROCEDURE

3.1 Policy Statement

We view complaints as an invaluable tool for improving our care standard. Every client has the right to complain without fear of retaliation or a reduction in service quality. A summary of this procedure is provided to every client in their welcome pack before services begin.

3.2 The 3-Stage Process

Stage 1: Informal Resolution

Clients or family members are encouraged to raise minor grievances directly with their assigned support worker or the office supervisor. The supervisor will discuss the matter and aim to resolve it informally within 48 hours. A brief note of the conversation and resolution will be added to the client's file.

Stage 2: Formal Investigation

If the issue cannot be resolved informally, or if the client wishes to launch a formal complaint, they may submit it in writing or verbally to the Care Manager. Samnells HomeCare Service

Limited will send a formal written acknowledgement to the complainant within 3 working days. The Care Manager will conduct a thorough, unbiased investigation, interviewing relevant staff and auditing records. A comprehensive, written response detailing the findings, actions taken, and resolutions will be issued to the complainant within 20 working days. If more time is required due to complex factors, the complainant will be notified in writing with a clear revised deadline.

Stage 3: External Escalation

If the complainant remains unsatisfied with the internal outcome, they have the right to escalate the issue to an independent body. Because our care scope is unregulated, they can be directed to the Local Government and Social Care Ombudsman (LGSCO) or trading standards for an independent review of the service contract.

SECTION 4: STAFF VETTING & RECRUITMENT PROCESS

4.1 Policy Statement

To guarantee the safety and well-being of our clients, Samnells HomeCare Service Limited operates a rigorous, safer-recruitment screening pipeline. No member of staff is permitted to enter a client's home or shadow a shift until all stages of this vetting process are successfully completed, verified, and signed off by management.

4.2 Mandatory Vetting Steps

1. **Application and Work History:** Applicants must submit a full CV detailing their career history. The hiring manager will cross-reference dates to identify any gaps in employment. Any gaps longer than 1 month must be explained in writing and verified during the interview.
2. **Identity and Right to Work:** Candidates must present original physical documents (e.g., valid passport, biometric residence permit, or birth certificate alongside a P45/P60) to prove their identity and legal right to work in the UK, verified using the official UK Government online checking system.
3. **Enhanced DBS Check:** A mandatory Enhanced Disclosure and Barring Service (DBS) check including a search against the Adults' Barred List must be processed. If a candidate is registered on the DBS Update Service, written consent will be acquired to run an online check, paired with seeing their original physical certificate.
4. **Reference Checks:** A minimum of two satisfactory, written professional references must be obtained. One reference must be from the candidate's most recent employer. If the candidate has previously worked in health or social care, a reference from that specific

care provider must be secured. All references will be verified via a direct telephone call or corporate email verification.

5. **Fitness to Work:** Candidates must complete a self-declaration health questionnaire confirming they are physically and mentally capable of performing the duties outlined in their job description without putting themselves or clients at risk.

SECTION 5: INSURANCE SUPPORT FRAMEWORK

5.1 Policy Statement

Samnells HomeCare Service Limited maintains extensive commercial insurance coverage to protect our service users, our field staff, and the financial integrity of the company against accidents, operational risks, or unforeseen liabilities.

5.2 Mandatory Coverages & Limits

- **Public Liability Insurance:** Maintained at a minimum indemnity limit of £5,000,000 for any single occurrence. This covers legal liability for accidental injury to clients or third parties, or accidental damage to a client's property (e.g., damage caused during light household tasks) occurring during service delivery.
- **Employers' Liability Insurance:** Maintained at a minimum indemnity limit of £10,000,000 (exceeding the statutory minimum of £5,000,000). This protects all employees and contractors should they sustain an injury, illness, or accident arising directly during the course of their employment with us.
- **Professional Indemnity Insurance:** Maintained at a minimum limit of £1,000,000 to protect the company against claims regarding breach of professional duty, administrative errors, omission, or negligent advice.

5.3 Administration and Review

Insurance certificates are displayed clearly within the main office branch and can be produced upon request for clients, families, or local authorities. Policies are reviewed annually by our specialist broker to ensure indemnity limits scale effectively with client numbers and changing operations.

SECTION 6: HEALTH & SAFETY POLICY

6.1 Policy Statement

Samnells HomeCare Service Limited recognizes its legal obligations under the Health and

Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999. We are dedicated to providing a safe workspace for our staff and ensuring our care activities do not compromise the safety of our clients in their own homes.

6.2 Mandatory Risk Assessments

Pre-Service Home Environment Assessment: Before any support worker is assigned to a new home, a supervisor will visit the property to conduct a comprehensive environmental risk assessment. This checks for trip hazards, electrical safety issues, structural defects, presence of smoke alarms, and safe access routes.

Task-Specific Risk Assessments: Individual assessments will be drawn up for activities carried out by staff (e.g., cooking, light cleaning, accompanying a client outdoors). Control measures will be clearly detailed to reduce identified risks to the absolute minimum.

6.3 Incident and Accident Reporting

1. **Immediate Care:** In the event of an accident or near-miss involving a client or staff member, immediate first aid must be administered, or emergency services contacted if required.
2. **Accident Book Entry:** The employee must record the details in the company's official Accident Book (BI 510) within 24 hours of the event. Information must include the date, time, exact location, nature of the injury, details of how it happened, and any treatment administered.
3. **RIDDOR Reporting:** If an accident results in a specified serious injury, occupational disease, or an over-seven-day injury to an employee, the Care Manager will submit a formal report under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) to the Health and Safety Executive (HSE) within the statutory deadlines.

SECTION 7: SERVICE AGREEMENT PROTOCOL

7.1 Policy Statement

Every care and support relationship initiated by Samnells HomeCare Service Limited is legally governed by a signed, transparent Service Agreement. This document clearly defines the operational boundaries, fee structures, and responsibilities of both parties, ensuring complete clarity and protecting consumer rights.

7.2 Core Contractual Requirements

Every Service Agreement issued must explicitly contain the following sections:

- **Explicit Scope of Service:** A granular description of the exactly permitted tasks (e.g., companionship, meal preparation, shopping, light domestic cleaning). It must explicitly state that regulated personal care tasks (such as bathing, toileting, dressing, or clinical medication administration) are strictly prohibited, ensuring the service operates cleanly within its unregistered framework.
- **Financial Terms & Fees:** A transparent breakdown of standard hourly rates, enhanced weekend/bank holiday rates, mileage charges for community outings, payment terms (e.g., invoiced fortnightly, payable within 14 days), and interest rates applicable to late payments.
- **Cancellation and Modification Terms:** The policy requires 24 hours' notice from the client to cancel or reschedule an individual session without incurring the full charge.
- **Notice Period for Termination:** A standard 14-day written notice period is required by either party to permanently terminate the ongoing service relationship, except in cases of serious breach or safety threats where services may be suspended immediately.
- **Review and Variation Protocol:** Statements clarifying that the agreement will be formally reviewed every 6 months, or sooner if the client's support needs change, requiring a signed variation amendment if tasks or hours are permanently altered.