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**Schedule 1**

**Service Specification for**

**Lot 3 - Autism Residential Accommodation Services**

**(July 2020)**

**Based on the East of England standards**

**East of England: Service Specification Residential Accommodation Services**

**1. Introduction**

1.1 The Services shall be those services to be provided by the Service Provider, as set out below, and performed in accordance with the Contract (the ‘Services’).

1.2 Service Providers must recognise the role they play in ensuring that people with Autism experience the good health and wellbeing necessary to live a meaningful life. Service Providers should be aware that there are higher incidences of long term conditions, and other health problems, experienced by people with autism, and prioritises preventative and palliative services and support to minimise potential impacts to service users. As such staff must have sufficient and appropriate training and skills to effectively engage people with autism in health promotion.

1.3 The consistent principles that run throughout this document and should remain at the core of the support and services provided are:

* all services are commissioned on a person centred basis and are required to be responsive to the personal needs and preferences of each individual;
* given the right support, people with autism can live well and maintain their health with varying levels of independence;
* That the good health and wellbeing of the people for whom these services are commissioned is ‘everyone’s business’ and not influenced by the type of organisation providing the service (i.e. social care services)

**2. Transforming Lives**

2.1 Adult Social Care within Cambridgeshire County Council has developed a new approach to social work and social care called Transforming Lives. The vision of this model is to:

* Enable people to live independently
* Support people in a way that works for them
* Support the development of strong, connected communities
* Recognise the strengths of individuals, families and communities and build upon these
* Work in partnership to achieve this

2.2 General Principles:

* Personalisation, choice and control
* Supporting carers and families
* Multi-agency and partnership working
* A skilled and confident workforce
* Person- centred, strengths based and outcome focused.
* Best use of technology where appropriate

2.3 The Model

Tier 1 - Help to Help yourself:

Accessible, friendly, quick information, advice, advocacy, support to carers and families, universal services to the whole community, prevention, early identification and early intervention

Tier 2 - Help When You Need It:

Immediate short term help, time limited, reablement, rehabilitation, intense support to regain independence, nominal delays, no presumption about long term support, goal-focused, integrated support

Tier 3 -

Ongoing support for those who need it, self-directed, personal budget based, choice and control, highly individualised, integrated support, strengths based.

2.4 By establishing these distinct tiers of support the Council is trying to move away from a model based only on a static assessment and the creation of long-term, fixed care packages and instead help people live as independently as possible at all levels of need.

**3. The Commissioners**

3.1 The services are currently commissioned by Cambridgeshire County Council Social Workers and Adult Support Co-ordinators who use the call off process as described.

3.1.1 Peterborough City Council may use this framework to call off support for service users they have assessed as eligible using their own criteria

3.2 At some point during the life of this agreement, this process will change to the use of a brokerage team, who will work with the Social Workers and Adult Support Co-ordinators to commission the support.

3.3 In order to support providers to manage their vacancies, it will be the providers’ responsibility to provide details of vacancies to the Brokerage Team on a regular basis. Until the Brokerage Team is formed, this information should be supplied to the Access to Resources Team.

3.3.1 In order to support the management of vacancies across the county, priority will be given to filling these in the call off process.

**4. General Requirements (of regulated Service Providers)**

4.1 In providing the Services the Service Provider is required to be registered with the Care Quality Commission (CQC) and to maintain that registration throughout the Contract Period. All Service Providers must meet the ‘Fundamental Standards’ as set out in Part 3 of the **Health and Social Care Act 2008 (Regulated Activities) Regulations 2014** (as amended) (the “Fundamental Standards”)and Part 4 of the Care Quality Commission **(Registration) Regulations 2009**  (as amended). Each Service Provider must be registered with the Care Quality Commission (CQC) and will be inspected as required by the CQC.

4.2 In addition to meeting the requirements of the Fundamental Standards as set out above, the Service Provider is required to meet the specific Contract Standards, as set out in the East of England Service Outcomes and Standards of Care, section 17 below.

4.3 Each Service Provider must ensure that it has the ability to provide the necessary Services with sufficient numbers of trained and competent staff necessary to provide care for each Service User. The Service Provider must ensure that each person responsible for the delivery of care is fully aware of the requirements of the Contract Standards as well as the Fundamental Standards and be able to demonstrate a commitment to maintaining and delivering high quality Services for adults with a variety of needs and/or conditions and provide Services where all aspects of a person's care are met.

4.4 The Service Provider will provide Services that meet the needs of the individual and are provided by competent staff in a way that supports the safety and security of the Service User. The Services shall be responsive, reliable and maintain a persons dignity and respect at all times. The Services shall be accessible and delivered with understanding and without discrimination.

4.5 Where possible services must always be provided in a way that enables the Service User to maximise their independence, health and wellbeing and supports their social, spiritual, emotional and healthcare needs.

4.6 The Service Provider must ensure that all staff work in an enabling way that allows individuals to increase or maintain their level of independence, develop self-caring and move to a reduction in care and support.

**5 Maximising Health and Wellbeing**

5.1 Staff members will have the specific knowledge and skills to work with service users to achieve optimal wellbeing. Members of staff will be expected to demonstrate to the Council their understanding of health promotion and how they work with service users to maintain health and wellbeing.

5.2 The provider will ensure that staff have access to learning and development opportunities that includes public health messages and an understanding of the services that can support them. Delivery of training courses should include self advocates and family carers.

5.3 Any organisational learning needs analysis will include consideration of staff understanding of how to maintain good health; local health services and initiatives, and an overview of common health conditions and health risks for people with autism.

5.4 As part of the Contract the Provider will recognise the importance of supporting annual health checks for the service user and where this has been arranged, support and prioritise attendance over social activities. The provider will provide appropriate staff to support the service user in attending their annual health check and will ensure that information available from annual health checks is used effectively to plan for, and respond to, the health needs of service users as part of the person’s care and support plan. This includes plans for access to healthcare and medical intervention, including hospital admissions (if this requires changes to the person’s support plan, the provider will contact social worker/adult support co-ordinator and agree changes to tier 3 plan/agree tier 2 plan if necessary)

5.5 Any staff member supporting a service user to attend a health appointment of any type should have permission from the individual; have a good understanding of any health conditions; be able to advocate on behalf of the person and be prepared to support the individual to feed relevant information back to others. Prior to a health appointment, the staff member should meet with the individual to agree the purpose of the appointment and the service users’ expectations regarding how they wish to be supported.

5.6 The provider will also demonstrate a commitment to preventative care as a means of reducing the number of emergency admissions and understands the specific service requirements of people with autism

5.7The Service Provider shall have regard to and ensure their Services comply with the Care Act 2014 and the Care and Support Statutory Guidance (as amended) issued under the Care Act 2014 by the Department of Health and the 7 principles as detailed and explained in "A Vision for adult social care: capable communities and Active Citizens (November 2010) namely:

* Prevention
* Personalisation
* Partnership
* Plurality
* Protection
* Productivity
* People

The Service Provider must also ensure that their Services are delivered in a manner which is compatible with the following duties placed on the Local Authority under the Care Act 2014:-

* Section 1 - The Duty to Promote Individual Wellbeing
* Section 2 - The Duty to prevent the need for care and support
* Section 3 - The Duty to promote the integration of care and support with health services
* Section 4 - The Duty to Provide information and advice
* Section 5 - The Duty to promote diversity and quality in provision of Services
* Section 6 - The duty to co-operate with partners
* Section 42 - The duty to Safeguarding Enquiries

5.8 The Service Provider must ensure that its Staff have regard for the Service Users equality and diversity and upholds peoples human rights and does not discriminate against people for any reason. Its policies will incorporate respect for both Staff and Service Users.

**6. The Service: Residential Care**

6.1 The Services provided in the residential home and wider community shall be as set out in the Council’s contract (e.g soc360b) Exceptions can be made where recorded on the Service User’s Care Plan as prepared or agreed by the Service User’s Social Worker/Adult Support Co-ordinator and the Service User or their representative.

6.2 As well as personal care tasks. Service Providers should make it a clear and expected aspect of the work of their Staff that part of their role is for Staff to spend time talking to, relating with, and understanding the lives of Service Users and supporting them with appropriate activities.

6.3 The Services provided should include a single room (unless service users wish to share) toiler and bathing facilities, full board, staffing on a 24 hour basis and day time and evening activities.

6.4 The residential home shall arrange and pay for (unless paid for by the local Clinical Commissioning Group) any health equipment and materials, (for example, to relieve pressure, aid continence, ensure safe handling or to provide bariatric care) required by Service Users.

6.5       TRANSPORT

6.5.1   Where the Service Provider is responsible for transport the vehicles used must be appropriately maintained, insured and, where appropriate, drivers   must be trained and have the required vehicle category on their driving licence.

6.5.2   The service will be entitled to use the Service User’s mobility allowance in order to fund any transportation needed.

6.5.3   The Service Provider must be sufficiently flexible in its transportation arrangements in order to support a wide range of activities for Service Users.

6.5.4    It is expected that all transportation for those in 24 hour residential care will be identified and arranged by the service. This will include those Service Users who have been provided with a day services package as well as the 24 hour residential care.

**6a       Providers**

6a.1   Providers shall be required to work to the following criteria:

* Registration with the Care Quality Commission
* Have an office base that is in a location accessible to all Provider Staff
* Be prepared to adopt an open book approach towards rostering information, staffing capacity and availability, accounting and pricing transparency.
* Develop relationships with other key Partners which will include Housing and Health.
* Prepare detailed performance reports on a 12 monthly basis or more frequently if required using the template found in Schedule 2. These will include but are not limited to the following areas:
  + Number of offered placements accepted and rejected.
  + Changes in key members of staff e.g. Manager; Operations Manager
  + Number of reportable incidents
  + Contract Breaches
  + Safeguarding issues
  + Complaints
  + Compliments
  + Results of compliance visits by the Care Quality Commission
  + Annual Quality Assurance report
* Develop positive working relationships and attend meetings on a regular basis with stakeholders, users of services, commissioners, elected members and health practitioners in order to develop services and tackle local issues affecting the delivery of services.
* To have Staff available to respond to requests for services and to liaise promptly with the Commissioning Teams.
* Liaise with the Commissioners, Workforce Development Team to develop a range of initiatives that will assist with developing the workforce (including recruitment, retention, training standards and apprenticeships).
* To work with Commissioners and the Workforce Development Team to develop an outcome based approach to delivery of services throughout the life of the contract. This could include but is not confined to use of trusted assessment models, use of Assistive Living Technology to maintain independence and support changes to services, information sharing to facilitate joint working with our operational teams and other technological solutions.
* Collaborate with the Commissioners to ensure that all placements are picked up within agreed timescales.
* Engage regularly or as required with Service User groups, advisory bodies, voluntary groups and commissioners regarding the development of new services or initiatives.
* Attendance at Contract Review meetings when requested by the Council, or as per each commissioners call off

6a.2 Providers must keep themselves informed of the developments relating to the Clinical Commissioning Groups in their area and develop relationships with relevant bodies in order to develop services in response to identified needs. The County Council shall provide regular updates regarding the developing commissioning responsibilities of health partners.

6a.3 All Providers have responsibility to engage regularly with Service Users and have systems in place to implement service improvements where appropriate.

**6b       Required Service Outcomes**

6b.1 The Provider shall work in partnership with Service Users and Commissioners to deliver an outcome based and personalised approach to the provision of all Services and this specification reflects that requirement. The Provider shall be expected to meet evolving requirements during the Contract Period with the development of outcome based commissioning for specific and focused areas of the Support Plan. The principle will be based on the specification of this Contract. However, the outcome with the agreed time period will be determined at the point of the Call Off which will be agreed within the Support Plan.

6b.2 For each Service User, the determining factor will be the outcomes to be achieved. The Service User, and with the consent of the Service User, their Carers, should always be central to decisions as to how outcomes should be achieved. The outcomes to be achieved must be recorded in the Support Plan. The following are categories of outcomes for individual Service Users that may be relevant for this service. Please note, this is list is not exhaustive given that outcomes set will be personal to each Service User.

* Service Users have choice and control, and are able to plan daily living
* Service Users health & wellbeing are maintained/has improved health has improved
* Service Users gain, re-gain or maintain independence
* Social exclusion is reduced
* Personal learning and development is encouraged
* Access to employment or work is supported
* Access to the local community is increased
* Safety and safeguarding of Service Users

6b.3 The Service Provider will be expected to support Service Users to achieve their individual outcomes as recorded on the Support Plan. The Service User (and where appropriate, their family and carers) should always be central to any decisions as to how the outcomes should be achieved.

6b.4 The Service Provider will be expected to maximise the use of Assistive Living Technology and other aids to promote independence and control for the Service User and their family/carers. This will be achieved through the Provider working in close partnership with the Council in developing and implementing the recommendations made at the time of the assessment by any of the Council’s Commissioners or Officers.

6b.5 Additionally, through engagement with service users and other stakeholders, the following requirements have been highlighted as key to ensuring the support is effective:

* Staff have the ability to listen and adapt their style to meet each individuals needs
* Staff have a clear understanding of the MCA, DOLs and positive risk taking and how to apply this in practice.
* Staff have a clear understanding of the needs of each individual supported and also some of the challenges that face adults on the spectrum
* Staff receive training in de-escalation, how to handle times of crisis and what this means to each individual
* There are Individual Evacuation plans in case of emergency that staff are familiar with
* Staff have an understanding of Mental Health issues, including suicide, anxiety, OCD, depression and self-injurious behaviour.
* Staff can support service users with their self-calming strategies, this will need to be clearly articulated in support plans that staff are very familiar with and will implement with the SU.
* Recruitment procedures are robust and that service users are aware of this to reduce anxiety regarding this area.
* Service users are supported to be aware of how to whistle blow and safeguarding reporting mechanisms.
* Rota’s and information displayed in appropriate formats
* Signage within the service should be clear and concise and pictures used where relevant.
* Staff are trained in understanding Substance abuse and how this is used for self-management
* Staff receive training in administering medication
* Night time support – if staff not present a robust on call system needs to be in place and service users fully aware of how to access this supports

Staff are aware of requirements around Reasonable Adjustments and will promote this when appropriate

**7. Volume of Service**

7.1 The Service Provider will deliver the outcomes as set out in the Service Users’s Support Plan. For the avoidance of doubt, the Council does not guarantee any minimum volume of work under this contract.

**8. Accessing the Service & Assessments**

8.1 The Council has a statutory responsibility, within its eligibility criteria, to ensure the provision of certain statutory Services in order to meet individual assessed needs.

8.2 The needs of each Service User will be identified through an assessment completed by a Social Worker/Adult Support Co-ordinator from the Council in conjunction with the Service User. If the Service User is eligible for the Services, the Social Worker/Adult Support Co-ordinator will produce a personalised and outcome focused Care & Support Plan and a Risk Assessment, with input from the Service User and / or their representative, to identify how their needs will be met and setting out the outcomes to be achieved.

8.3 The Adult and Autism Team shall have authority to refer Service Users to the Services on behalf of the Council. Referrals may also be made by the Peterborough City Council Operational Teams.

8.4 The Service Provider shall nominate those persons with authority to accept referrals and shall inform the Authorised Officer of their names, addresses and telephone numbers, notifying changes as they occur.

8.5 Referrals may be made by telephone or in writing. The Referral and the agreed start date shall be confirmed in writing with the appropriate paperwork within 10 Business Days of the Referral being made by email, by post or facsimile transmission.

8.6 The Service Provider shall provide the Services for the named Service User from the start date, until the Services are cancelled, suspended or varied in accordance with the Contract.

8.7 The first 28 days (or any other period of time agreed at the time of referral) shall be regarded as a trial period unless the parties agree otherwise in writing

8.8 No referrals should be accepted for Service Users from outside this area unless by specific agreement with the Authorised Officer.

**9. Information and Guidance**

9.1 Section 4 of The Care Act 2014 places a duty on the Council to put in place measures that ensure Service Users are supplied with appropriate information and advice.

9.2 Within two weeks of the start of the Services, Service Providers are required to supply the following information to all Service Users. This explicitly includes self-funders.

* When and how to ask for an assessment from Cambridgeshire County Council
* Basic information on Cambridgeshire County Council Services
* Basic information on what financial support is available from Cambridgeshire County Council
* Signpost to independent financial advisors
* Basic information on the advocacy service and when and how to use it.

The Service Provider is also required to supply this information to any self-funders receiving a service from the Provider.

9.3 The Council will provide this information in advance to the Service Provider.

9.4 Where possible only use Deprivation of Liberty Safeguards when it is in the best interest of the Service User and in accordance with the Mental Capacity Act 2005, **Act 2007, Deprivation of Liberty Safeguards (DoLS) 2009 and local protocols within DoLS.**

9.5 Comply with Safeguarding Regulations under the Care Act 2014. Schedule 3.

**10. Care & Support Reviews / Changes in Service**

10.1 The Provider must inform the Council of the need to review the Care and Support Plan if there is a material change in the Service User's needs, or in the way that a Service User would prefer to have their Services provided.

10.2 A social care review will be held as often as the Social WorkerAdult Support Co-ordinator considers necessary, or as requested by the Service User and / or their representative, or by the Provider but at least annually.

10.3 The social care review will involve the Service User and/or their representative, the Social Worker/Adult Support Co-ordinator or their representative, and where appropriate, the Provider or designated representative. Consideration will be given to ensure convenience and adequate notice for all participants wherever possible. Where appropriate reviews may be joint with the other involved parties such as CPFT, CHC, Health etc.

10.4 The social care review will consider the extent to which the outcomes set out in the Care and Support Plan are being met and will identify future objectives.

10.5 The Service User’s Care & Support Plan will be amended as appropriate following the review.

10.6 Minor variations to the Care and Support Plan may be made on an ad hoc basis outside of the review process in agreement with the Social Worker, Adult Support Co-ordinator, Service User and / or their representative, and Provider.

10.7 The support offered to the Service User is to be monitored by the Provider with regular input from the staff team. Support must be reviewed by the Provider on a regular basis, at least every 6 months, even if there is no change required. Significant changes are to be notified to the Commissioning team through a request for a reassessment.

10.8 Brokerage

Prices offered by **Service Providers** will be assessed to ensure they are competitive. This shall take place at any time from when a quotation is requested to when a contract expires.

The **Brokerage Team** will make use of **Cost Calculators** in this task. The Service Provider shall provide price breakdown details as requested ensuring care hours are itemised and applied rates are consistent with any pricing schedule agreed with the **Commissioner**. Other non-hours based costs shall also be supplied by the Service Provider.

The Brokerage Team will carry out shared hours reviews to ensure available care hours are maximised across the cohort of **Service Users** in a **Service** or across Services. The Service Provider shall provide **Staff Rota’s** and **Service User Activity Schedules** details as requested. Other information which helps the Commissioner to understand shared hours shall be requested by exception and the Service Provider will use all reasonable endeavours to provide that information.

**11. Temporary suspension of individual places in the Services**

11.1 In the event of the Service User’s admission to hospital the Service Provider shall maintain appropriate contact with the Service User of their representative, unless explicitly requested otherwise.

11.2 The payment arrangements that apply for temporary suspension of places in the Services are set out in **Schedule 15**

**12. Termination of individual places in the Services**

12.1 Payment for the individual Services shall be terminated on the death of the Service User 7 days after the death of the Service User.

12.2 The Council may terminate an individual place in the Services on giving not less than 28 day’s notice to the Service Provider unless mutually agreed otherwise on a case by case basis

12.3 The Service Provider may terminate an individual place in the Services on giving not less than 28 day’s notice to the appropriate Social Worker/Adult Support Co-ordinator and to the Authorised Officer unless mutually agreed on a case by case basis.

12.4 At any time during the trial period of occupation of the Home by the Service User (or at any time for a Short Term Service User) the Service User, The Service Provider, or The Council, shall have the right to terminate the occupation by the Service User by giving 28 day’s notice in writing. Notice by The Service Provider shall be given to both The Council and the Service User. Notice by The Council shall be given to both The Service Provider and the Service User. The Service Provider shall notify the Council if it receives notice from the Service User. In the event of an emergency a Service User may terminate his/her occupation without notice.

12.5 For the avoidance of doubt, the County Council does not pay any void costs unless this has been agreed on a case by case basis.

**13 Individual Service Funds (ISF)**

13.1 Indiviudal Service Funds are a further developoment of Personal Budgets where Providers work with the person to design, develop and manage the best possbile Support Plan. The ISF enables the Provider to alter support, with minimal bother where changes are required to meet a person’s outcomes. ISF is a way in which a service Provider can work in partnership with a person to respect their needs and wishes. Moving forward the council will be looking to expand the take up of this service

**14 How and what we will monitor**

14.1 The Council is responsible for monitoring the quality of the Services provided and for reviewing the individual needs of Service Users. However, the Council may also monitor with other strategic partners and the Provider acknowledges that the Council may undertake monitoring visits with these strategic partners including other Eastern Region and the local Clinical Commissioning Groups (CCG’s).

14.2 As part of this Contract the Council will periodically monitor the Service delivery to ensure compliance with the Contract Standards, The East of England Service Outcomes and Standards of Care, its Terms and Conditions as well as the Contract Schedules, and to assess the quality and performance of the Services being delivered to Service Users in relation to meeting their outcomes.

14.3 Quality assessment visits will be undertaken using the regional Provider Assessment & Market Management Solution (PAMMS) application. Once an assessment has been completed, the Service Provider will receive an email including an attachment which they will be able to download so they may comment on any factual inaccuracies. The Service Provider will have 14 days to make any comments. Once any comments have been made (or if no comments are necessary) the Provider will submit the report back to the Council by clicking the ‘submit’ button within the file.

14.4 The Contract Manager will review any comments and discuss these as required with the Service Provider. If a Service Provider does not provide any comments within 14 days the assessment will be considered an accurate reflection of the visit and the ratings of the visit will be published on the Public Portal.

14.5 Once a report has been published the Service Provider will receive an email providing them with access to the Provider Portal. Service Providers are then able to login and view their reports online. If the assessment identified any areas that were rated as requires improvement or poor then the Service Provider is required to prepare an Action Plan under this Contract. Action Plans must be completed using the PAMMS Action Planning section within the Provider Portal. Guidance on the use of this Portal is available at <http://streamliningsocialcare.org.uk/>

14.6 Once an assessment has been finalised and agreed by the Council, the ratings of the visit will be made public. In addition the reports and assessments will also be available for partners within the Eastern Region.

14.7 In addition to the use of PAMMS the Council will use a variety of additional methods to assess Provider quality and contract compliance. Additinoal assessment will include (but not be limited to) the following:

* By feedback from Service Users and/or their carers on the standards of Services being provided;
* By feedback from Council officers reviewing whether or not the Service is meeting the Service User's assessed needs and meeting their outcomes in the best possible way;
* By systematic monitoring of the Service Provider by the Council, in order to evaluate and record the Services delivered against the Specification;
* By consulting with Service Users and/or their representatives;
* By the investigation of complaints and / or safeguarding instances;
* By Service Provider Performance Monitoring Forms.
* By reviewing written procedures and records for both Service Users and Staff;
* By the Service Provider, submitting to the Council an annual report detailing the outcome of quality assurance processes, including its service improvement plans;
* Through external compliance reports from QCC

14.8 As part of the Contract, providers are required to draw up a ‘Plan for Improving Health’ which should be proportionate and reasonable to the business needs of the organisation and should evidence:

* the leadership within their organisation for supporting people to have better health and wellbeing
* an effective and comprehensive workforce training programme
* staff supervision and support models
* partnership and professional links with local primary, preventative health and specialist autism services
* support to access annual health checks and both mainstream as well as specialist health services
* appropriate support to implement health action plans
* delivery of health promotion information
* support and planning for end of life care
* evidence of improvement or maintenance of service users’ health and wellbeing on an annual basis.

It is expected that a senior manager within the organisation will have responsibility for drawing up, implementing and reporting on the organisation’s ‘Plan for Improving Health’ and that this plan is reviewed at least annually.

14.9 The Service Provider is also required to return on a 12 monthly basis or at more frequent intervals at the Council’s discretion the Periodic Information Return attached at Schedule 2 of this Schedule.

14.10 The Council is mindful of the need to apply a proportionate approach in respect to the monitoring of Services.

14.11 Additionally, the Council will carry out a formal Contract Review. The Service Provider should be prepared to attend, at 4 weeks notice, a meeting with the Council to review performance under the contract. The meeting should be used to share good practice and to agree areas for improvement.

14.12 At the request of the Council, the Service Provider will return the following additional information on an annual basis;

1. Business Continuity Plan.
2. Accounts for the most recent completed financial year (audited if required by law).
3. Insurance Schedules and Certificates.
4. A Copy of the Service Provider Compliaince Assessment tool (PCA) or equivelent The Council will examine the PCA or equivellent to identify good practice and areas for improvement.
5. Results of the Service Provider’s Annual Service User Satisfaction Survey. The Council will use the results from the Service User Satisfaction Survey to ascertain views on the quality and performance of the Services.
6. A copy of the Service Provider’s annual report including their Service improvement plan.
7. A copy of their training matrix for all staff.
8. A copy of the Care Quality Commission’s Provider Information Request (PIR) (if completed) for the Service Provider.

14.13 The Service Provider acknowledges and agrees that Officers of the Council may take evidence of risks and concerns identified during contract monitoring visits, including photographs and photocopies, and for this to be used to formulate a plan of action to ensure the Service Provider complies with the Contract.

14.14 The Service Provider is required to register with the Skills for Care National Minimum Dataset for Social Care (NMDS-SC) and will:

* Complete an NMDS-SC organisational record and must update all of its organisational data at least once per annum;
* Fully complete individual NMDS-SC worker records for a minimum of 90% of its total workforce (this includes any staff who are not care-providing). Individual records for workers which are included in the 90% calculation must be both fully completed and updated at least once per annum.

14.16 In addition, as part of the Council’s monitoring arrangements, service users will be asked to report whether they feel in control of their health and wellbeing and feedback on how their Provider supports this.

14.17 The Council will also use the following measures to monitor how well service users are being supported to achieve optimum physical and mental wellbeing:

* The comprehensive nature of the provider organisation’s Plan for Improving Health and the leadership for this plan.
* Staff attendance at training courses and the involvement of self-advocates and family carers in their delivery
* Arrangements for staff supervision and support
* Partnerships and links formed with mainstream health and specialist autism services.

14.18 The Council is part of the eastern region collaborative and as such may share information gained through the above monitoring with regional partners. Also Council’s within the region may conduct monitorign visits with, or on behalf of, other regional authorities.

**15. Notification to the Council**

15.1 Without prejudice to its responsibilities under the [Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) (as amended) /2936](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=109&crumb-action=replace&docguid=I71E9CBD06A2111E492668C677348A014) the Service Provider will be responsible for notifying the Social Worker / Adult Support Co-ordinator within the Council as soon as it is practical to do so, if any or the following occur:

(1) Any circumstances where the Service User has consistently refused provision of the Services, medication, or medical attention.

(2) Serious accident, serious illness or serious injury to the Service User.

(3) Death of the Service User

(4) Outbreak of notifiable infectious disease in the Services.

(5) Any emergency situation e.g. fire, flood.

(6) Legacy or bequests to Service Provider and/or staff.

(7) Unplanned absence of the Service User.

(8) Hospital admission.

(9) An investigation related to Safeguarding of Vulnerable Adults

**16. Behavioural Standards and Codes of Practice**

The Service Provider and its staff shall adhere to the relevant codes of conduct for their profession:

The Skills for Care Code of Practice available at:

<http://www.skillsforcare.org.uk/Document-library/Standards/National-minimum-training-standard-and-code/CodeofConduct.pdf>

The Nursing Midwifery Council (NMC) codes of conduct available at:

<http://www.nmc-uk.org>

**17. The East of England Service Outcomes and Standards of Care:**

17.1 In addition to meeting all of the above requirements each Service Provider is required to meet the specific Contract Standards, as set out in the East of England Service Outcomes and Standards of Care as set out in the attached document below:

|  |  |  |
| --- | --- | --- |
|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 1** | | **Involvement & Information** |
| **Standard 1** | | **Respecting & Involving Service Users** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users understand the care and support choices available to them. They are encouraged to express their views and are always involved in making decisions about the way their care and support is delivered. Their privacy, dignity and independence are respected and their (or their carer's) views and experience are taken into account in the way in which the service is provided.* |
|  | **To achieve this the Service Provider will:** | |
| **1.1** | Ensure that its Staff do not discriminate against people because of their age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, and pregnancy and maternity, have policies that will incorporate respect for both their Staff and Service Users irrespective of race and gender and treat service users with respect, recognise their diversity, values and human rights. | |
| **1.2** | Have systems in place that uphold and maintain the Service User’s privacy, dignity and independence. | |
| **1.3** | Encourage and support service users to always express their view, choices and preferences about the way their care and support is delivered. | |
| **1.4** | Put service users at the centre of their care by giving them adequate information in an appropriate and meaningful way to enable them to make informed decisions about the care and support they receive. | |
| **1.5** | Take account of service users’ choices and preferences and discuss and explain their care and support options with them. Ensure that service users are supported and signposted to relevant services by members of staff who have the skills to undertake a meaningful conversation with them. | |
| **1.6** | Encourage and support service users to give them feedback about how they can improve their services and act on the feedback given. | |
| 1.7 | Ensure that service users are able to maintain relationships with family, friends and the community in which they live and will support service users to play an active role in their local communities as far as they are able and wish to do so. | |
| 1.8 | Provide appropriate support to service users so that they can enjoy a variety of activities and social opportunities based on their preferences and strengths as part of everyday life within the service. | |
| 1.9 | Provide information in line with the Accessible Information Standard <https://www.england.nhs.uk/ourwork/patients/accessibleinfo-2/> | |
|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to support equality and diversity and ensure that service user’s remain at the centre of their care and that their views are always taken into account. | |
|  | They have appropriate mechanisms in place to monitor compliance with the required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 1** | | **Involvement & Information** |
| **Standard 2** | | **Consent** |
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|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Where they are able, service users give valid consent to the care and support they receive. They understand and know they can change any decision that has been previously agreed about their care and support. Their human rights continue to be respected and are taken into account.* |
|  | **To achieve this the Service Provider will:** | |
| **2.1** | Ensure staff know and understand when to obtain consent, when to take verbal or implied consent and how to document records of consent. | |
| **2.2** | Assess their capacity as required to give informed consent and ensure this is reviewed regularly in accordance with the Mental Capacity Act (2005). | |
| 2.3 | Provide service users with sufficient information relating to consent and ensure this is reviewed regularly. | |
| 2.4 | Discuss and explain the risks, benefits and alternative options to the way services can be delivered. | |
| 2.5 | Support service users to access advocacy services to help them make informed decisions. | |
| 2.6 | Follow advanced decisions in line with the Mental Capacity Act 2005. | |
| **2.7** | Take account of restrictions in line with the Deprivation of Liberty Safeguards when providing care and support. | |
| **2.8** | Evidence , through recording, that service users make choices and decisions about their health and social care needs in accordance with the MCA (2005) regarding decision making and best interests; and that due process has been followed where a choice is made that is in conflict with health promotion messages. | |
| **2.9** | Ensure that service users are supported and signposted to relevant services by members of staff who have the skills to undertake a meaningful conversation with them to ensure they are making an informed choice regarding lifestyle factors including, but not limited to, smoking; drinking alcohol; sexual activity; illegal drugs; maintaining a healthy weight and undertaking physical activity. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to monitor practice around consent and capacity. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 2** | | **Personalised Care & Support** |
| **Standard 3** | | **Care & Welfare of Service Users** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users’ experience appropriate, effective, care and support in an enabling way that safely meets their needs, protects their rights and maximises their independence, health and wellbeing.* |
|  | **To achieve this the Service Provider will:** | |
| **3.1** | Ensure that Service Users are involved in their care and support planning. | |
| **3.2** | Ensure service users know who their careworker / key worker is and how they can contact you as the provider of their service. | |
| **3.3** | Assess service users in a way that reflects their strengths, abilities and interests and enables them to meet all of their needs and preferences through a written care plan. | |
| **3.4** | Assess the needs of the service user including risks to their health and wellbeing. | |
| **3.5** | Effectively plan the delivery of care and support so the service user remains safe; their needs are adequately met; and their welfare is protected. | |
| **3.6** | Regularly review the effectiveness of care and support plans and ensure that these are kept up to date to support the changing needs of the individual. | |
| **3.7** | Assess the risk of harm to the service user, including environmental risks, and ensure that this is effectively managed and reviewed regularly to keep the service user safe. | |
| **3.8** | Provide services in an effective and enabling way to help maximise the service user’s independence and quality of life as well as reduce the number of emergency admissions. | |
| **3.9** | Support service users in setting goals to help maximise their independence and improve the quality of their life. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain the effective care and wellbeing of service users. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 2** | | **Personalised Care & Support** |
| **Standard 4** | | **Meeting Nutritional needs** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users are enabled and supported to have a choice of nutritional and balanced food and drink to meet their diverse needs.* |
|  | **To achieve this the Service Provider will:** | |
| **4.1** | Support service users to make healthy choices and lead healthy lifestyles and provide access to information about healthy and balanced diet. | |
| **4.2** | Ensure that service users have 24hr access to a choice of food and drink that takes into account their preferences, diverse needs and dietary requirements. Ensure there is accessible information about meals and meal times. | |
| **4.3** | Food and drink are provided in environments that promote service users dignity and they have a choice about whether to eat alone or with company. | |
| **4.4** | Use an appropriate malnutrition screening tool such as the Malnutrition Universal Screening Tool (MUST) to carry out a full nutritional assessment (where this is indicated). | |
| **4.5** | Support service users to access specialist services, guidance and advice where required. | |
| **4.6** | Ensure that staff who are involved with food preparation have up-to-date food and hygiene training. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to meet the nutritional needs of service users. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 2** | | **Personalised Care & Support** |
| **Standard 5** | | **Co-operating with other providers** |
|  | |  |
|  | | **What outcome can people who use your services expect?** |
|  | | *Service Users receive safe, coordinated care and support where more than one provider is involved, or where they are moved to another provider.* |
|  | **To achieve this the Service Provider will:** | |
| 5.1 | Co-operate and communicate with other providers of the individual's care and support when this responsibility is shared, or when the service user is transferred to one or more services. Ensure that there is a named individual to support any transition. | |
| 5.2 | Ensure that the care and support plan includes effective arrangements for when service users are transferred to another service ensuring that this includes everything the receiving service needs so the needs of the individual can continue to be met safely. | |
| 5.3 | Keep appropriate records and information and ensure that it is shared in a confidential manner in line with the Contract and the requirements of the Data Protection Act. | |
| 5.4 | Support service users to access other social care or health services as required. There is an expectation that organisations will work together with local statutory health providers to support service users to understand health action plans. This will primarily, but not exclusively, be the service users GP practice and local learning disability health services. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to effectively co-operate with other providers. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 3** | | **Safeguarding & Safety** |
| **Standard 6** | | **Safeguarding People who use the Service from abuse** |
|  | |  |
|  | | **What outcome can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users are protected from abuse or the risk of abuse and their human rights are respected and upheld.* |
|  | **To achieve this the Service Provider will:** | |
| **6.1** | Take action to identify and prevent abuse from happening in the service and respond appropriately when it is suspected that abuse has occurred or is at risk of occurring. | |
| **6.2** | Be aware of, and follow, their responsibilities under the Local Authority’s safeguarding and whistle-blowing policy and procedures. | |
| **6.3** | Ensure that appropriate guidance and training about safeguarding adults from abuse is accessible to staff, put into practice, implemented and monitored. | |
| **6.4** | Only use Deprivation of Liberty Safeguards when it is in the best interest of the service user and in accordance with the Mental Capacity Act 2005. | |
| 6.5 | Review and update the service user's care and support plan to ensure that individuals are properly supported following any (alleged) abuse. | |
| 6.6 | Give service user's and their Carer's adequate information about how to identify and report abuse, as well as sources of support outside the service, including the Local Authority, and actively support and encourage service users to raise issues and concerns when necessary. | |
| 6.7 | Support service users and their carer when they have to take part in any safeguarding processes. | |
| 6.8 | Ensure that service users’ human rights are promoted and protected through the assessment and delivery of care. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain the safety of service users. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 3** | | **Safeguarding & Safety** |
| **Standard 7** | | **Cleanliness & Infection Control** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users experience care and support in a clean environment that protects them from, and reduces the risk of, infection.* |
|  | **To achieve this the Service Provider will:** | |
| **7.1** | Have effective arrangements in place to maintain appropriate standards of cleanliness and hygiene for the prevention, management and control of infection as identified in The Health & Social Care Act 2008 Code of Practice for health and adult social care on the prevention and control of infections and related guidance. | |
| **7.2** | Provide sufficient information to service users, staff and visitors about infection prevention and control matters. | |
| 7.3 | Have appropriate arrangements in place for the management and disposal of waste. | |
| **7.4** | Provide staff with appropriate training relating to infection prevention and control and waste management. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain a clean environment and effective infection control. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 3** | | **Safeguarding & Safety** |
| **Standard 8** | | **Management of Medicines** |
|  | |  |
|  | | **What outcome can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service Users will have the medicines they are prescribed, at the times they need them, and in a safe way.* |
|  | **To achieve this the Service Provider will:** | |
| **8.1** | Handle medicines safely, securely and appropriately. | |
| **8.2** | Ensure that medicines are stored and administered safely including any homely remedies and covert medication. | |
| **8.3** | Keep appropriate records around the (prescribing) administration, monitoring and review of medications. | |
| **8.4** | Involve people in their decisions regarding their medications. | |
| **8.5** | Ensure that staff handling medications undertake the required training and competency skills in line with the mandatory training requirements and are aware and follow any local requirements under the contract. | |
| **8.6** | Have effective and robust mechanisms in place to monitor the management of medications whether prescribed or not. | |
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|  | **The Service Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain safe and effective medication management. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 3** | | **Safeguarding & Safety** |
| **Standard 9** | | **Safety & Suitability of Premises** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users, together with those who work in or visit the premises, are in safe and accessible surroundings that promotes and protect their wellbeing.* |
|  | **To achieve this the Service Provider will:** | |
| **9.1** | Protect people, staff and others against the risks of unsafe or unsuitable premises. | |
| **9.2** | Ensure that premises take account of service users with specific needs and that effective risk management is in place to reduce identified risks. | |
| 9.3 | Have appropriate security arrangements in place to address the risk of unauthorised access to protect the people who use the premises. | |
| 9.4 | Carry out a risk assessment for the use of premises. | |
| 9.5 | Assess any risks to premises and facilities and act on any risks identified. | |
| 9.6 | Ensure that staff undertake fire safety training as well as risk assessment and risk management training. | |
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|  | **The Service Provider will ensure that:** | |
|  | The premises remain suitable for the effective delivery of the care and support required by service users. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 3** | | **Safeguarding & Safety** |
| **Standard 10** | | **Safety, Availability & Suitability of Equipment** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users, together with those who work in or visit the premises, are not at risk of harm from unsafe or unsuitable equipment (including furnishings or fittings). Service users benefit from equipment that is comfortable and meets their needs.* |
|  | **To achieve this the Service Provider will:** | |
| **10.1** | Ensure that equipment is suitable for its purpose, available, properly tested and maintained, used correctly and safely, is comfortable and promotes independence and is stored safely | |
| **10.2** | Ensure that staff are appropriately trained on how to use equipment safely. | |
| 10.3 | Assess the risks associated with the use of equipment and develop plans to manage any risk identified. | |
| 10.4 | Provide people with an explanation and adequate information where equipment is used as part of their care, take account of their choices and preferences, and use it in a way that protects their privacy and dignity. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to ensure that equipment is properly used and maintained. | |
|  | They have appropriate mechanisms in place to monitor and record compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 4** | | **Suitability of Staffing** |
| **Standard 11** | | **Requirements relating to staff recruitment** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users are safe and their health and welfare needs are met by staff who have been appropriately recruited and who have the right qualifications, skills and experience.* |
|  | **To achieve this the Service Provider will:** | |
| **11.1** | Have effective recruitment and selection procedures in place. | |
| **11.2** | Carry out all relevant employment checks when staff are employed, including (but not limited to) ensuring that all staff have a suitable DBS check before starting work, that the member of staff has the right to work in the UK and that they are registered with any relevant professional body and, where necessary, are allowed to work by that body | |
| **11.3** | Ensure that when staff are provided by an external organisation that those staff, whether agency, bank or voluntary, have been subject to the same level of checks and similar selection criteria as employed staff. | |
| 11.4 | Ensure that other people who provide additional services are subject to any appropriate and necessary checks. | |
| **11.5** | Ensure that all staff, including temporary and agency staff, students and trainees, have a clear understanding of their role and responsibilities. | |
| 11.6 | Assess risks around working environment and conditions and make reasonable adjustments to enable staff to fulfil their role. | |
| **11.7** | Have robust and effective arrangements around the appropriate behaviour of staff, particularly in their relation to their code of professional conduct and the assessment of stress and other work-related hazards. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, procedures and arrangements in place to ensure effective staff recruitment. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 4** | | **Suitability of Staffing** |
| **Standard 12** | | **Staffing and Staff Deployment** |
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|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users and their health and welfare needs are met by sufficient numbers of appropriate staff with the right qualifications, knowledge, skills, approach and experience.* |
|  | **To achieve this the Service Provider will:** | |
| **12.1** | Make sure that there are sufficient staff on duty with the right knowledge, experience, qualifications and skills to provide effective care and support. | |
| 12.2 | Have enough staff on duty that know and understand the specific needs of the service users receiving a service in order to deliver safe, effective and consistent care. | |
| **12.3** | Have robust mechanisms in place to manage both expected and unexpected changes in the service in order to maintain safe, effective and consistent care (for example to cover sickness, vacancies, absences and emergencies). | |
| 12.4 | Have effective mechanisms in place to identify and manage risks that result from inadequate staffing levels. | |
| 12.5 | Ensure that staff are aware of and trained in the organisation’s Business Continuity Processes. | |
| 12.6 | Ensure that staff are able to communicate effectively and appropriately with Service Users who may have a variety of needs. Staff should have a basic understanding and appreciation of different cultures and be able to speak and understand English (or the language most appropriate to the service) to a good conversational standard. | |
| **12.7** | Ensure that staff have appropriate knowledge and understanding of current health promotion messages to help support service users to maximise their health and wellbeing and live a fulfilled life. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain and deploy a sufficient number of appropriately trained staff. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 4** | | **Suitability of Staffing** |
| **Standard 13** | | **Supporting Staff** |
|  | |  |
|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users are safe and their health and welfare needs are met by staff who are appropriately trained, well supervised, and receive the development opportunities they need to carry out their role effectively whilst keeping their skills and training up to date.* |
|  | **To achieve this the Service Provider will:** | |
| **13.1** | Ensure that all staff receive appropriate induction at the start of their employment in line with the Skills for Care - Care Certificate. | |
| **13.2** | Ensure that all staff receive appropriate supervision at least 6 weekly, that their performance is appraised and that they receive an annual review. | |
| **13.3** | Ensure that all staff undertake mandatory training and refresh this as required. (**Including see WEBLINK for specific requirements**) | |
| 13.4 | Support staff to acquire further skills and qualifications that are relevant to their role, the work they undertake and the needs of the service. | |
| **13.5** | Ensure that any temporary staff have the appropriate training and skills to undertake their role. | |
| 13.6 | Keep training records (including evidence of attendance) for all staff. | |
| 13.7 | Assess risks that may impact on performance and make reasonable adjustments to enable staff to fulfil their role. | |
| 13.8 | Have appropriate policies and mechanisms in place to prevent and manage incidents of bullying, harassment and violence towards staff. | |
| 13.9 | Have robust and effective HR arrangements in place around managing Sickness and other absences Including the assessment of stress and other work-related hazards. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain a sufficient number of appropriately inducted, supervised and trained staff. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 5** | | **Quality of Management** |
| **Standard 14** | | **Assessing & Monitoring the Quality of Service Provision** |
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|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users benefit from safe, quality care due to effective decision making and management of risks to their health, welfare and safety because lessons are learned and the quality of services is effectively monitored.* |
|  | **To achieve this the Service Provider will:** | |
| **14.1** | Continually gather and evaluate information about the quality of services delivered to ensure that people receive safe and effective care and support. | |
| 14.2 | Have a clear decision-making framework in relation to care and support of service users. | |
| **14.3** | Have mechanisms in place to enable people, including staff, to raise concerns about risks to people and poor performance openly. | |
| 14.4 | Ensure that incidents are reported and investigated in accordance with the appropriate policies and procedures. | |
| 14.5 | Improve services by learning from, and acting on, any information including, but not limited to: comments and complaints, incidents, adverse events, errors or near misses, audits and local or national reviews. | |
| 14.6 | Identify, manage and monitor risks to service users, staff or visitors to the service. | |
| 14.7 | Provide information about the quality of the service to people who use the service. | |
| **14.8** | Ensure that service users are involved in all decisions about their care and support. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to assess and monitor the quality of services provided. They learn lessons and implement changes to improve the services delivered. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 5** | | **Quality of Management** |
| **Standard 15** | | **Complaints** |
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|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users and / or their nominated representative can be sure that the provider listens to and acts on their complaints and comments. They know that they will not be discriminated against for making a complaint or raising an issue.* |
|  | **To achieve this the Service Provider will:** | |
| **15.1** | Provide service users and / or their carers with adequate information, in an appropriate and suitable format, about the complaints process, including information on how to contact the Local Authority and the Local Government Ombudsmen. | |
| **15.2** | Support service users to raise a complaint or make comments about the service. | |
| **15.3** | Consider fully, respond appropriately and resolve, where possible, any comments and / or complaints. | |
| 15.4 | Support people throughout the complaints process keeping them informed of the progress and outcome of their complaint in a timely manner. | |
| 15.5 | Support service users to access advocacy services, if this is required to enable a service user to make a complaint or raise a comment about the service. | |
| **15.6** | Ensure that learning is taken and shared to improve the experience of service users who use the services. | |
| **15.7** | Keep adequate records about the complaint, including any relevant and factual information about the investigation, responses, outcome and actions taken. | |
| 15.8 | Share details of complaints and the outcomes with the Local Authority. | |
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|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to effectively manage and learn from any complaints. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

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|  | | **EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE** |
| **Outcome Domain 5** | | **Quality of Management** |
| **Standard 16** | | **Records** |
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|  | | **What outcomes can people who use your services expect?** |
| ***Core criteria in bold*** | | *Service users are confident that the records kept by the provider about their care and support (including those that are required to protect their safety and wellbeing) are accurate, fit for purpose, held securely and remain confidential.* |
|  | **To achieve this the Service Provider will:** | |
| **16.1** | Ensure that the personal records of service users receiving services are clear, accurate, factual, complete, personalised, fit for purpose, up-to-date, held securely and remain confidential. | |
| 16.2 | Use these records to plan the care and support of the service user to help ensure that the service user's rights and best interests remain protected and their needs are met. | |
| 16.3 | Only share information on a need to know basis, with the consent of the service user and / or in line with the contract. | |
| 16.4 | Only keep and store records in line with the Data Protection Act and in line with the Local Authorities requirements as set out in the contract. | |
| 16.5 | Support service users to access information about their care and support when they request it. | |
| 16.6 | Ensure that when information is inappropriately shared, transferred or lost, this is reported, investigated and acted on in accordance with the appropriate incident reporting procedures. | |
| 16.7 | Ensure that other records necessary for the operation and management of the service are stored in accordance with the provider's and Council’s policies and procedures. | |
| 16.8 | Monitor the standards of practice through a programme of effective audits. | |
|  |  | |
|  | **The Provider will ensure that:** | |
|  | They have appropriate policies, training and arrangements in place to maintain effective records in line with the Data Protection Act 1998 and the requirements of the Local Authority. | |
|  | They have appropriate mechanisms in place to monitor compliance with required standards of practice. | |

**SCHEDULE 2**

**PERFORMANCE MONITORING AND KEY PERFORMANCE INDICATORS**

**1. Introduction**

Key Performance Indicators (KPI’s) provide the means for measuring and assessing performance using a robust and agreed set of criteria. These assessments also offer useful indication on the progress towards an organisational or change objective. Appropriate KPIs have been developed to effectively highlight areas of concern and lead to a focus for the operational and management team’s attention.

Effective performance management is required to help ensure that the contract delivers what is intended.

**2. The Performance Monitoring System – Residential**

Service Name:

Provider Name:

Name of person completing this form:

Date / Period:

**Service Users currently living in Autism Residential services in Cambridgeshire:**

**Hours / Referrals**

Number of residential placements in the service:

Number of vacancies:

Number of new placements accepted:

Number of placements declined

General reason for declining referrals (and why):

|  |  |
| --- | --- |
| **Continuity of care staff:** |  |
| Have you had a change of Manager? |  |
| Staff started: |  |
| Staff left: |  |
| No of Staff subject to disciplinary: |  |
| Substantiated safeguarding issues: |  |
| H & S breaches and other compliance breaches: |  |

Any hospital admissions:

General:

Secure:

Training and development provided:

Information regarding monitoring by other teams / agencies:

Stakeholder feedback:

Any other business:

Please attach to this document your latest Quality Monitoring report (as per Service Specification Standard 14 requirements)

For Local Authority Use

Local Authority Officer:

Date:

Comments:

Soft Concerns:

Actions:  
 1.

2.

3.

4.

5.

**SCHEDULE 3**

**THE COUNCIL'S POLICY STATEMENTS**

**https://www.cambridgeshire.gov.uk/residents/working-together-children-families-and-adults/strategies-policies-and-plans/strategies-for-adults-and-older-people/**

**SCHEDULE 4**

**PRICE AND PAYMENT SCHEDULE**

1. Subject to the Provider fulfilling its obligations under the Contract and in consideration of the Provider properly performing the Services, the Council shall pay to the Provider the Price in accordance with this Schedule 4, which shall be exhaustive of any amounts due to the Provider in respect of its provision of the Services and performance of its obligations under this Contract.

**SCHEDULE 5**

**TENDER RESPONSE DOCUMENT**

**[TO BE INSERTED BY THE COUNCIL ON AWARD / or NOT USED]**

**SCHEDULE 6**

**COPY CONTRACT AWARD LETTER AND** **OTHER RELEVANT CORRESPONDENCE**

**[TO BE INSERTED BY THE COUNCIL ON AWARD / or NOT USED]**

**SCHEDULE 7**

**FORM OF PARENT COMPANY GUARANTEE**

IF **NOT REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN THIS FORM OF PARENT COMPANY GUARANTEE WILL REMAIN IN THE CONTRACT.

If **REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN COMPLETED SIGNED PARENT COMPANY GUARANTEE (IF APPLICABLE) TO BE INSERTED HERE UPON AWARD

Dated:

**[INSERT GUARANTOR’S NAME]**

**and**

**[NAME OF LA]**

**PARENT COMPANY GUARANTEE**

**PARENT COMPANY GUARANTEE**

THIS DEED is made the day of

**BETWEEN:**

(1) [ ] (“the Guarantor”) of [ ] (Company Registration number [ ]); and

(2) [**NAME OF LA**] of [address] (“the Council”)

**WHEREAS**:

(A) The Council and [ ] (“the Service Provider”) have entered into the Contract for [ ] dated [ ] 20[ ], such agreement as amended from time to time is hereinafter referred to as the “Agreement”

(B) It was a term of the said Deed of Contract that a Parent Company Guarantee should be procured in respect of the Services

(C) The Service Provider is a subsidiary company of the Guarantor

(D) The Guarantor has agreed to guarantee the due performance of the Service Provider’s obligations under the agreement and any document entered into pursuant thereto.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

IN CONSIDERATION of the sum of ONE POUND (£1.00) (receipt whereby is hereby acknowledged by the Guarantor):

(1) The Guarantor hereby covenants as a primary obligation with the Council that the Service Provider shall at all times duly perform and observe all the obligations on its part contained in the Agreement or any document entered into pursuant to the Agreement (“the guaranteed obligations”).

(2) The Guarantor hereby unconditionally and irrevocably guarantees to the   
Council that if any sums are due and payable to the Council by the Service Provider pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the monies which are due and payable to it and unpaid by the Service Provider together with all reasonable costs and expenses which the Council may incur in enforcing this Guarantee.

(3) The Guarantor hereby unconditionally and irrevocably undertakes to compensate the Council for and against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reason of any default on the part of the Service Provider in performing and observing the terms and conditions of the Agreement to the extent such default relates to the Services provided under the Agreement and which are payable by the Service Provider pursuant to the terms of the Agreement.

(4) The Guarantor has agreed to guarantee the due performance of the Service Provider’s guaranteed obligations under the Agreement and any document entered into pursuant thereto.

(5) The Council shall first demand payment from the Service Provider before enforcing the terms of this guarantee and after the expiry of 21 days from such demand the Guarantor shall then be treated in all respects as being jointly and severally liable with the Service Provider for all liabilities, obligations and undertakings of the Service Provider as provided in the Agreement. The Guarantor shall not be discharged or released from this guarantee nor shall its liability under this guarantee be diminished, affected or impaired by any agreement, conduct or forbearance between or afforded to the Service Provider by the Council or by any alterations in the obligations imposed on the Service Provider by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the Consent of the Guarantor.

(6) If any monies shall become payable under or in respect of this guarantee the Guarantor shall not, so long as any monies due and payable by the Service Provider to the Council under the terms of the Agreement remain unpaid:

(a) in respect of the amounts paid by the Guarantor under this guarantee seek to enforce repayment by subrogation or otherwise;

(b) in the event of the insolvency, winding up, liquidation or dissolution of the Service Provider prove in competition with the Council in respect of any monies owing to the Guarantor by the Service Provider on any account whatsoever but will give to the Council the benefit of any such proof and of all monies to be so received in respect thereof.

(7) All demands made by the Council under this guarantee shall be sent to the Company Secretary of the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Council. Such demand shall be deemed to have been made and received by the Guarantor:

(a) if delivered by hand, at the time of delivery; or

(b) if sent by first class mail on the next business day after the date of posting;

For the purpose of this clause, “business day” means any day other than a Saturday, Sunday or a day which is a public holiday in place both of dispatch and address of the notice.

(8) No failure to exercise and no delay in exercising on the part of the Council any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any right or remedies provided by law.

(9) The Guarantor hereby warrants to the Council that it has full power and authority to enter into and perform its obligations under this guarantee and is not subject to any agreement or impediment which would prevent it entering into this guarantee or reduce the effectiveness of this guarantee to the Council.

(10) This guarantee shall be binding upon the Guarantor’s successors in title.

(11) This guarantee shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Service Provider or the Council.

(12) This guarantee shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this guarantee.

DATED this

IN WITNESS whereof the Guarantor and the Council have executed this guarantee as a deed on the date set out above:

Executed as a deed by:

**[Provider Name]**

Director Signature ….……………………………………

Print Name ……………………………………….

Director Signature ………………………………………

Print Name ……………………………………….

The Common Seal of

**[NAME OF LA]**  
was affixed to this Deed in the presence of:

…………………………..

**SCHEDULE 8**

**FORM OF PERFORMANCE BOND**

IF **NOT REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN THIS FORM OF PERFORMANCE BOND WILL REMAIN IN THE CONTRACT.

IF **REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN COMPLETED SIGNED PERFORMANCE BOND LETTER WILL BE INSERTED HERE UPON AWARD

**ThIS Guarantee Bond** is made as a Deed **BETWEEN** the following parties whose names and addresses are set out in the Schedule to this Bond (the “Schedule”).

(1) The “Provider” as principal.

(2) The “Guarantor” as guarantor, and

1. The “Council”

WHEREAS

(1) By a contract (“the Contract”) entered into or to be entered into between the Council and the Provider particulars of which are set out in the Schedule the Provider has agreed with the Council to execute Services (“the Services”) upon and subject to the terms and conditions therein set out.

(2) The Guarantor has agreed with the Council at the request of the Provider to guarantee the performance of the obligations of the Provider under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

**NOW THIS DEED WITNESSES as follows:-**

1. The Guarantor guarantees to the Council that in the event of a breach of the Contract by the Provider, the Guarantor shall subject to provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Council as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Provider.
2. The maximum aggregate liability of the Guarantor and the Provider under this Guarantee Bond shall not exceed the sum set out in the Schedule (the “Bond Amount”) but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Provider under the Contract.
3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Services and no allowance of time by the Council under or in respect of the Contract or the Services shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond.
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.
5. The Provider having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Council or the Guarantor against the Provider) to perform and discharge the obligations on its part set out in the Contract.
6. This Guarantee Bond and the benefits thereof shall not be assigned without prior written consent of the Guarantor and the Provider.
7. The Guarantee Bond shall not confer any benefit upon and no term hereof shall be enforceable by any person under or by virtue of the Contracts (Rights of Third Parties) Act 1999.
8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.
   * 1. **THE SCHEDULE**

The Provider: **[** ]

(Registered No. [ ])

Whose Registered Address is at: [ ]

The Guarantor: [ ]

(Registered No. [ ])

Whose Registered Address is at: [ ]

The Council: **[NAME OF LA]**

Whose Registered Address is at: [ ]

The Contract A contract to be entered into between the Council and the Provider for the [ ] for the estimated sum of £[ ] per annum commencing on [ ] for a period of

The Bond Amount The sum of £[ ] ([ ] POUNDS)

The Expiry Date (26 Weeks after contract Termination or Expiry)

IN WITNESS whereof the Provider and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 20[ ]

EXECUTED AND DELIVERED as a deed by:

**[Provider Name]**

Director Signature ………………………………………

Print Name ……………………………………….

Director Signature ………………………………………

Print Name ……………………………………….

EXECUTED AND DELIVERED as a deed by

**[Bondsman Name]**

Attorney Signature …………………………………………

OR Executed Under Seal

THE COMMON SEAL OF:

[ ]

was affixed to this Deed in the presence of: .......................................…………………………….

THE COMMON SEAL OF:

[ ]

was affixed to this Deed in the presence of: .......................................…………………………….

**SCHEDULE 9**

**NOT USED**

**SCHEDULE 10**

**TUPE AND PENSIONS SCHEDULE**

**Introduction**

The Parties agree to comply with their respective obligations in accordance with this Schedule 10 together with the remainder of the Contract and:

(a) in the circumstances of the transfer of any Transferring Employees where there is a TUPE transfer from the Council or other public sector body to the Provider then the provisions of Clause A below shall apply with regards to those employees;

(b) in the circumstances of the transfer of any Transferring Employees and/or Transferring Original Employees where there is a TUPE transfer from a Former Provider (or other contractor) to the Provider where ex-Council or public sector staff are involved then the provisions of Clause B below shall apply with regards to those employees; and

(c) in the circumstances of the transfer of any Transferring Employees and/or Transferring Original Employees where there is a TUPE transfer from a Former Provider (or other contractor) to the Provider where ex-Council or public sector staff are not involved then the provisions of Clause C below shall apply with regards to those employees;

For the avoidance of doubt, different Transferring Employees and Transferring Original Employees may fall into the different categories set out above depending upon their individual circumstances; notwithstanding this, the Provider shall ensure that where TUPE applies that it shall meet its statutory obligations (including the TUPE Regulations and the LGPS Regulations) as well as its contractual obligations under this Schedule 10 and the remainder of the Contract.

**TUPE transfer from the Council or other public sector body to the Provider**

* 1. **Application of TUPE**

A.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.

A.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed pursuant to this Contract (including on expiry of the Contract Period), the change shall constitute a Relevant Transfer.

A.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees.

* 1. **Emoluments and Outgoings**

A.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

* 1. **Pensions**

## A.3.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.

## A.3.2. The provisions of Clauses A.3, A.4 and A.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999.

* 1. **Admitted Body Status to the Local Government Pension Scheme**

## A.4.1. Where the Provider or its sub-contractor (subject to Secretary of State approval for a sub-contractor to become an admitted body) wishes to offer the Eligible Employees membership of the LGPS, the Provider shall or shall procure that it and/or each relevant sub-contractor shall enter into an Admission Agreement to have effect from and including the Relevant Transfer date. The Provider or sub-contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate, Pension Bond value and to establish an opening funding position to be used as the basis for future actuarial valuations, in respect of any Eligible Employee who elects to join the LGPS on or after the Relevant Transfer date.

## A.4.2. The Provider shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from the delayed execution of and/or any breach by the Provider or its sub-contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.

## A.4.3. The Provider shall and shall procure that it and any of its sub-contractors shall prior to the Relevant Transfer date, obtain any indemnity or Pension Bond required in accordance with the Admission Agreement. The Provider or its sub-contractor will bear the cost of any actuarial assessment required in order to assess the value of the Pension Bond or guarantee, including costs associated with revaluations.

* 1. **Provider Pension Scheme**

## A.5.1. Where the Provider or its sub-contractor does not wish to or is otherwise prevented from offering all or some of the Eligible Employees membership or continued membership of the LGPS, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be:

## A.5.1.1. established no later than three (3) months prior to the date of the Relevant Transfer; and

## A.5.1.2. certified by the GAD as providing benefits that are broadly comparable or equivalent to (as appropriate) to those provided by the Legacy Scheme, and the Provider shall produce evidence of compliance with this Clause A.5 to the Council prior to the date of the Relevant Transfer.

* 1. The Council's actuary shall determine the terms for bulk transfers from the LGPS to the Provider's scheme following the Relevant Transfer date and any subsequent bulk transfers on termination or expiry of this Contract. The actuarial fees associated with the determination of terms for bulk transfers from the LGPS will be payable by the Provider.
  2. The Provider shall and shall procure that each relevant sub-contractor shall:

### A.7.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

### A.7.2. promptly, and in any event within ten (10) Working Days, provide to the Council such documents and information mentioned in Clause A.7.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and

### A.7.3. fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

**A.8. Provider to inform the Council of any measures**

A.8.1 The Provider shall within twenty (20) Working Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any measures (within the meaning of the TUPE Regulations and the Directive) that the Provider intends to take in relation to any Transferring Employee.

* 1. **Indemnities**

A.9.1. The Provider shall indemnify the Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

A.9.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee and/or their access to the LGPS provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

A.9.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

A.9.4. The Provider shall indemnify and hold harmless the Council from and against all losses,

costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

A.9.5. The Council shall not be liable under this Clause A in the event that-:

A.9.5.1. any information provided in Annex One (*Transferring Employees*) for the purpose of the TUPE Regulations transpires to be inaccurate;

A.9.5.2. any employee of the Provider who has transferred to the Provider’s employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or

A.9.5.3. at the end of the Contract Period, if the Provider does not secure a further contract with the Council.

* 1. **Sub-contractors**

A.10.1. In the event that the Provider enters into any sub-contract in connection with this

Contract, it shall impose obligations on its sub-contractor on the same terms as those

imposed on it pursuant to this Clause A.

A.10.2.The Provider authorises the Council to use all the information provided in relation to the sub-contract referred to in Clause A.10.1.for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.

A.10.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.

A.10.4.The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees to the Replacement Provider in accordance with the provisions of this Clause A, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this Clause A.10.4. For the avoidance of doubt, this Clause A.10.4. is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

**TUPE transfer from the Provider to the Provider where ex Council or public sector staff are involved**

**B.1. Application of TUPE**

B.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.

B.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed

pursuant to this Contract (including on expiry of the Term), the change shall constitute a Relevant Transfer.

B.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

**B.2. Emoluments and Outgoings**

B.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

**B.3. Pensions**

## B.3.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.

## B.3.2. The provisions of Clauses B.3, B.4 and B.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999 and Clause 49 of the Contract shall be construed accordingly.

**B.4. Admitted Body Status to the Local Government Pension Scheme**

## B.4.1. Where the Provider or its sub-contractor (subject to Secretary of State approval for a sub-contractor to become an admitted body) wishes to offer the Eligible Employees membership of the LGPS, the Provider shall or shall procure that it and/or each relevant sub-contractor shall enter into an Admission Agreement to have effect from and including the Relevant Transfer date. The Provider or sub-contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate and Pension Bond value and establish an opening funding position for actuarial purposes of Pension Scheme, in respect of any Eligible Employee who elects to join the LGPS on or after the Relevant Transfer date.

## B.4.2. The Provider shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from the delayed execution of and/ or any breach by the Provider or its sub-contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.

## B.4.3. The Provider shall and shall procure that it and any of its sub-contractor’s shall prior to the Relevant Transfer date, obtain any indemnity or Pension Bond required in accordance with the Admission Agreement. The Provider or its sub-contractor will bear the cost of any actuarial assessment required in order to assess the value of the Pension Bond or guarantee, including costs associated with revaluations.

**B.5. Provider Pension Scheme**

## B.5.1. Where the Provider or its sub-contractor does not wish to or is otherwise prevented from offering all or some of the Eligible Employees membership or continued membership of the LGPS, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be:

## B.5.1.1. established no later than three (3) months prior to the date of the Relevant Transfer; and

## B.5.1.2. certified by the GAD as providing benefits that are broadly comparable or equivalent to (as appropriate) those provided by the Legacy Scheme, and the Contractor shall produce evidence of compliance with this Clause B.5 to the Council prior to the date of the Relevant Transfer.

## B.5.2 The Council’s actuary shall determine the terms for bulk transfers from the LGPS to the Provider's scheme following the Relevant Transfer date and any subsequent bulk transfers on termination or expiry of this Contract. The actuarial fees associated with the determination of terms for bulk transfers from the LGPS will be payable by the Provider.

## B.5.3. The Provider shall and shall procure that each relevant sub-contractor shall:

## B.5.3.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

## B.5.3.2 promptly, and in any event within ten (10) Working Days of a written request, provide to the Council such documents and information mentioned in Clause B.7.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and

## B.5.3.3 fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

**B.6 Provider to inform the Council of any measures**

B.6.1. The Provider shall within twenty (20) Working Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any measures (within the meaning of the TUPE Regulations and the Directive) that the Provider intends to take in relation to any Transferring Employee and any Transferring Original Employees.

**B.7 Indemnities**

B.7.1. The Provider shall indemnify the Former Provider and/or Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

B.7.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employees arising out of the employment of such employee and/or their access to the LGPS provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

B.7.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees and any Transferring Original Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

B.7.4. The Provider shall indemnify and hold harmless the Council from and against all

losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees and any Transferring Original Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

B.7.5. The Council shall not be liable under this **Clause B** in the event that-:

B.7.5.1. any information provided in **Annex One** (*Transferring Employees*) and/or **Annex Two** (*Transferring Original Employees*) for the purpose of the TUPE Regulations transpires to be inaccurate;

B.7.5.2. any employee of the Provider who has transferred to the Provider’s

employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or

B.7.5.3. at the end of the Contract Period, if the Provider does not secure a further

contract with the Council.

**B.8 Sub-contractors**

B.8.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this Clause B.

B.8.2.The Provider authorises the Council to use all the information provided pursuant to **Clause B.8.1** for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.

B.8.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.

B.8.4.The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees and Transferring Original Employees to the Replacement Provider in accordance with the provisions of this Clause B, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this ClauseB.8.4. For the avoidance of doubt, this Clause B.8.4 is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

**TUPE transfer from Provider to Provider where ex Council or public sector staff are NOT involved**

C.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.

C.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed

pursuant to this Contract (including on expiry of the Term), the change shall constitute a Relevant Transfer.

C.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

**C.2 Emoluments and Outgoings**

C.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the

Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

**C.3 Indemnities**

C.3.1. The Provider shall indemnify the Former Provider and/or Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

C.3.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employees arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

C.3.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees and any Transferring Original Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

C.3.4. The Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees and any Transferring Original Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

C.3.5 The Council shall not be liable under this Clause C in the event that-:

C.3.5.1. any information provided in Annex One (*Transferring Employees*) and/or Annex Two(*Transferring Original Employees*) for the purpose of the TUPE Regulations transpires to be inaccurate;

C.3.5.2. any employee of the Provider who has transferred to the Provider’s employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or

C.3.5.3. at the end of the Contract Period, if the Provider does not secure a further contract with the Council.

## C.4.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.

## C.4.2. The provisions of Clauses C.4, and C.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999 and Clause 49 of the Contract shall be construed accordingly.

**C.5 Provider Pension Scheme**

## C.5.1. Where the Provider or its sub-contractor is prevented from offering all or some of the Eligible Employees membership or continued membership of an occupational pension scheme, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be established no later than three (3) months prior to the date of the Relevant Transfer.

## C.5.2. The Provider shall and shall procure that each relevant sub-contractor shall:

### C.5.2.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

### C.5.2.2. promptly, and in any event within ten (10) Working Days of receipt of a written request, provide to the Council such documents and information mentioned in Clause C.5.2.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and

### C.5.3. fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

**C.6 Sub-contractors**

C.6.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this Clause C.

C.6.2.The Provider authorises the Council to use all the information provided pursuant to Clause C.6.1for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.

C.6.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.

C.6.4.The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees and Transferring Original Employees to the Replacement Provider in accordance with the provisions of this Clause C, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this Clause C.6.4. For the avoidance of doubt, this Clause C.6.4 is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

SCHEDULE 11

SAFEGUARDING POLICY

https://www.cambridgeshire.gov.uk/residents/working-together-children-families-and-adults/strategies-policies-and-plans/strategies-for-adults-and-older-people/

SCHEDULE 12

ORDER OF SERVICE PROVISION

**(To be quoted on all correspondence relating to this Order**

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SCHEDULE 13

CALL OFF / REFERRAL PROCESS

**Care Co-ordinator/Social Worker/Brokerage will send the referral, via email, to all providers on the framework, including a copy of an anonymised support plan and/or assessments.**

**Successful provider will be identified and informed that the**

**package will be awarded to them.**

**Unsuccessful providers will also be informed.**

**Where providers have vacancies within existing services, priority will be given to considering these placements if appropriate.**

**If they are able to meet the outcomes and needs described, providers are to respond to the author of the referral within 5 business days.**

**All new placements/services will be scrutinised and agreed by the Local Authority Quality Assurance processes prior to referrals being made.**

**The Care Co-ordinator Social Worker/Brokerage Team will agree on**

**costs/start date/ transition plans etc and will confirm the**

**placement/service with a soc360b which should be signed by**

**the provider and returned to the author.**

**If there are no successful providers. The referral will be sent to non-framework/ Out of County providers**

**SCHEDULE 14**

**Joint Data Controllers Agreement**

1. The Council has a statutory responsibility/official authority under the Care Act 2014 and Mental Health Act 1983 to ensure the provision of Residential Accommodation - Autism
2. The Contractor has been contracted to provide the services described in this Contract / Specification. For this purpose it is agreed that the parties are Joint Data Controllers in respect of the personal data of Council Service Users.
3. Any requirements or notifications required under Clause 25 Data Protection for this Contract will be made between the Council’s Contract Manager and the Provider’s Authorised Officer in the first instance as per Clause 7.

|  |  |
| --- | --- |
| **Description of Data Processing** | |
| Purpose of Processing  This should reflect the purpose of the contract |  |
| Categories of Data Subject  Intended subject users – please specify if adult or child |  |
| Categories of Personal Data  e.g.  Contact data  Financial data  Special category data  Data relating to criminal convictions  Other |  |
| Lawfull Basis for Processing Personal Data  Identify the statutory duty or official responsibility which requires or supports undertaking the service  If these do not exist consult Data Protection Team to identify alternative Lawful basis |  |
| Processing activities  e.g. collection; Storage; updating; use of data |  |
| Period Information will be retained  As identified in contract plus any legal obligation on the controllers |  |
| Location where Information will be held  e.g. UK; EU; Specify additional GDPR requirement  if outside UK or EU e.g. US under Privacy shield |  |
| What happens to the Data at the end of the Contract  Secure retention; or disposal arrangements should be identified here. |  |

This information will be reviewed as part of the Contract review process

**SCHEDULE 15**

**TEMPORARY SUSPENSION OF INDIVIDUAL PLACES IN THE SERVICES**

Pursuant to Clause [….] of the Conditions of Contract the Service Provider will follow the outlined protocol under this Schedule 15.

1. Immediately following a Service User’s admission to hospital the Provider must contact the relevant Social Worker to confirm admission and request confirmation that the placement remains open at full cost for the next 14 days.  Confirmation should be provided in writing.  If this is not obtained then the placement will not be funded.
2. If the Service User has not been discharged after 14 days the Provider is to apply 20% discount to the placement.
3. At 14 days following hospital admission the Provider must contact the relevant Social Worker to confirm any plans for discharge.  If discharge is not imminent further written confirmation that the placement will now be funded at the discounted rate (20% discount) should be obtained from the relevant Social Worker. If this is not obtained then the placement will not be funded.
4. If the Service User has not been discharged after a further 14 days (28 days following hospital admission) the Provider must contact the relevant Social Worker to confirm if discharge is imminent.
5. If discharge is likely within the next 28 days then the relevant Social Worker should confirm that the placement should remain open at the discounted rate (20% discount) with regular 14 day reviews.
6. If discharge is unlikely within the next 28 days then the relevant Social Worker is to give 28 days’ notice to the Provider to terminate the placement.  This should be confirmed in writing to the Provider by the relevant Social Worker with confirmation of the placement end date, after which the placement will no longer be funded.

If during point 4a above it is highly likely that the Service User will return home but not within the 28 days stipulated, it can be mutually agreed by both parties to extend this period if appropriate. Written confirmation of this is required from the relevant Social Worker to enable funding to continue at the discounted rate (20% discount).

If at any point during the hospital admission it becomes clear that the Service User will not be able to return home then the Provider needs to immediately notify the relevant Social Worker who will give the Provider 28 days’ notice (this notice will not provide a longer notice period than that provided in point 4b above).

To ensure payments continue for the placement, in line with the above protocol, during a hospital admission the following confirmation and correspondence needs to be in place in writing:

1. Immediately following a hospital admission the Provider needs confirmation from the relevant Social Worker to agree to maintain the placement at full cost for 14 days.
2. After 14 days the Provider needs Confirmation from the relevant Social Worker that the placement should remain open and will be funded at the discounted rate for a further 14 days
3. Confirmation from the relevant Social Worker of discharge plans at 28 days and any subsequent correspondence and written agreement of the continuation of the placement from the relevant Social Worker
4. Confirmation from the relevant Social Worker that the placement will continue to be funded 42 days following hospital admission, or confirmation that the Provider will be given 28 days’ notice