

**Contract for the Provision of Dynamic
Purchasing System Home Support
Services for Adults**

Part Two

**Terms and Conditions of Contract
(including Data Protection Schedule)
and Appendices including Service
Specification and Description of
Services**

August 2023 (Version 3)

Contract Terms and Conditions		page
Clause 1	Contract Details	3
Clause 2	Definition and Interpretation	5
Clause 3	Commencement and Duration	14
Clause 4	Contract Extension	14
Clause 5	Services	14
Clause 6	Staff	18
Clause 7	Registration with Statutory Bodies	23
Clause 8	Compliance with Statutory and Other Requirements	23
Clause 9	Business Continuity	24
Clause 10	Health and Safety	26
Clause 11	Policies and Procedures	26
Clause 12	Obligations of the Council	26
Clause 13	Confidentiality	26
Clause 14	Equality and Diversity	28
Clause 15	Safeguarding Adults at Risk	29
Clause 16	Contract and Quality Monitoring	31
Clause 17	Electronic Call Monitoring	33
Clause 18	Periods of Absence	33
Clause 19	Financial Arrangements	33
Clause 20	Records	37
Clause 21	Liability and Insurance	38
Clause 22	Variation of Contract	39
Clause 23	Notices	39
Clause 24	Assignment and Sub-Contracting	40
Clause 25	Changes of Ownership	40
Clause 26	Procedures in Case of Disputes	41
Clause 27	Severability	41
Clause 28	Waiver	41
Clause 29	Law	41

Contract Terms and Conditions		page
Clause 30	Rights of Third Parties	42
Clause 31	Data Protection	42
Clause 32	TUPE – Transfer of Undertakings (Protection of Employment) Regulations (TUPE)	43
Clause 33	Freedom of Information	45
Clause 34	Publicity	47
Clause 35	Survival of Terms	47
Clause 36	Contract Documents	47
Clause 37	Transfer to Other Providers	47
Clause 38	Suspension of Services	48
Clause 39	Retainers	50
Clause 40	Termination for Individual Service Users	52
Clause 41	Termination of Whole Contract	53
Clause 42	Consequences of Termination of Whole Contract	54

Contract Schedules	page
Data Protection Schedule	56

Appendices		page
Appendix 1	Service Specification for the Provision of Home Support Services	60
Appendix 2	Contract and Quality Monitoring Tool	78
Appendix 3	Service User Guide or Equivalent	108
Appendix 4	Electronic Call Monitoring (ECM) Specification	109
Appendix 5	Movement and Handling Information	112
Appendix 6	Interaction with Local Healthwatch Organisations	115
Appendix 7	Postcode List and Map Indicating Areas Attracting a Rural Hourly Rate	120
Appendix 8	Protocol for Shared Support Packages in the Home	121
Appendix 9	Payment Request Form	123
Appendix 10	Guidance for Payment Process	126
Appendix 11	Early Alert Form	133

Terms and Conditions of Contract

Clause 1 Contract Details

Kirklees Council Contract for the Provision of Dynamic Purchasing System Home Support Services	
BETWEEN	
KIRKLEES COUNCIL (“the Council”) Market Development and Sufficiency, Directorate for Health and Care Contracts and Monitoring, PO Box 1720, Huddersfield, HD1 9EL	
AND	
name of DPS Provider	
address of DPS Provider	
Companies House number (if Service Provider is a limited company)	
Commencement Date	

	Signatory 1	Signatory 2
Signed on behalf of the Council		
name of Authorised Officer		
duly authorised position		
date signed		
	Signatory 1	Signatory 2
Signed on behalf of the DPS Provider		
name of duly authorised person		
duly authorised position		
date signed		

Clause 2 Definition and Interpretation

In this Contract, the following expressions have the meanings given opposite them:		
2.1.	Adult at Risk	means an adult at risk of abuse or neglect. This is usually an adult who has care and support needs, and who is unable to protect themselves from abuse or neglect because of their care and support needs. In a small number of cases, it may include an adult with support needs, such as an unpaid Carer of someone with care and support needs.
2.2.	Assessment	means a written assessment carried out by the Council of a Service User's individual needs for Home Support.
2.3.	Authorised Officer	the Council's Service Director Adult Social Care Operations, or any person appointed by the Council to manage the Social Services' activities of the Council, their successors and agents or persons nominated by them for various purposes in connection with the Contract.
2.4.	Business Continuity Plan	means a plan referred to in Clause 9, which sets out the detailed procedures and processes to be followed and actions to be taken if there is a critical failure or disruption of the Services.
2.5.	Carer	anyone who provides unpaid care and support to an adult or adults aged 18 or over because of physical or mental ill health; sensory impairment; substance misuse; a long-term condition; learning disability; or illness/problems usually associated with getting older for example frailty or dementia.
2.6.	Commissioned	means the total number of hours of Service allocated to a Service Provider as set out in the respective SUS.
2.7.	Confidential Information	means information, the disclosure of which would constitute an actionable breach of confidence, which

		has either been designated as confidential by a Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which related to the business, affairs, properties, assets, trading secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data within the meaning of the Data Protection Act 1998.
2.8.	Contract	the agreement between the Parties comprising, the Request to Participate Submission Document together with each agreed SUS, Support Plans, the Council's Letter of Acceptance (accepting the Service Provider's tender in respect of the Service) and all other documents referred to in the above documents comprising the Contract.
2.9.	Contract Term	means the period that this Contract shall be in force as set out in Clause 3.
2.10.	Council	means Kirklees Council.
2.11.	CQC	means the Care Quality Commission.
2.12.	CQC Guidance for Providers	means the standards produced by the CQC under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 as may be revised from time to time.
2.13.	Daily Record	means the written or electronic record by Staff pertaining to care and support given at each visit for each Service User.
2.14.	Data	shall have the same meaning as given to the term under the DPL.
2.15.	Data Controller	shall have the same meaning as given to the term under the DPL.

2.16.	Data Processor	shall have the same meaning as given to the term under the DPL.
2.17.	DBS Adult First Check	means the Disclosure and Barring Service's ('DBS') adult first service which allows an individual to be checked against the DBS adults barred list while waiting for the full criminal record check to be completed. This results in one of two responses: Response 1: 'registered body must wait for the DBS certificate' Response 2: 'no match exists for this person on the current adults barred list'.
2.18.	Delivered Hours	means the actual number of Service hours delivered by a Service Provider.
2.19.	DPL	means all laws applying to privacy in England, including the Data Protection Act 2018 as supplemented by the General Data Protection Regulation (the "GDPR") and other legislation, and any related guidance and codes of practice issued by the Information Commissioner.
2.20.	DPS or Dynamic Purchasing System	means the method of purchasing Home Support Services via the Dynamic Purchasing System as detailed in this Contract.
2.21.	DPS Provider or Dynamic Purchasing System Provider	means the Service Providers who have been awarded the Contract on a Dynamic Purchasing System to provide Services.
2.22.	Electronic Call Monitoring (ECM)	means an electronic system for the monitoring of Service delivery in 'real time' which is capable of generating electronic timesheets and recording data relating to the Service.
2.23.	Good Industry Practice	means that degree of skill, care, prudence, foresight, diligence and operating practice which would

		commonly be expected from a skilled and highly experienced service provider engaged in the same type of undertaking as that of the Service Provider seeking in good faith to comply with its contractual obligations hereunder.
2.24.	Health Worker	means health care professionals including but not restricted to the following, nurses, therapists, GP's, dieticians, dentists, pharmacists.
2.25.	Home Support Service	means the same as Service or Services as detailed in the Appendix 1 Service Specification for the Provision of Home Support Services.
2.26.	Invoices	are payment requests by the Service Provider to the Council for the agreed Delivered Hours in respect of the corresponding billing period as per the financial calendar.
2.27.	Kirklees Support Plan	means the latest version of a document drawn up and reviewed by the Council identifying the needs of the Service User and how these needs are to be met as varied in accordance with Clause 22.
2.28.	Manager	the individual registered as the Manager of the Service Provider as defined under the Health and Social Care Act 2008.
2.29.	Outcomes	means what the Service User has identified they want to achieve from the Service.
2.30.	Party	means either the Council or the Service Provider and "Parties" means both the Council and the Service Provider.
2.31.	Personal Data	shall have the same meaning as given to the term under the DPL.

2.32.	Prices	means the amount payable to the Service Provider for the Services referred to in the SUS, any Retainer and any other relevant sum specified in the Pricing Information.
2.33.	Pricing Information	means the Pricing Information as detailed at Current Pricing Information in Appendix 1 of The Information and Instructions for Applicants.
2.34.	Process	shall have the same meaning as given to the term under the DPL.
2.35.	Processing	shall have the same meaning as given to the term under the DPL.
2.36.	Public Holiday	means New Year's Day, Good Friday, Easter Monday, May Day Holiday, Spring Bank Monday, August Bank Holiday Monday, Christmas Day, Boxing Day and any other day defined in statute or by royal proclamation as a public holiday.
2.37.	Registrations	means registration with the Information Commissioner (as defined in the Data Protection Act 1998) and CQC together with all and any other registration, licence, permit or consent required by statute, statutory instrument or by any central or local government or other public authority which is necessary for the performance of the Services, or where such registration, licence, permit or consent is in the reasonable opinion of the Authorised Officer deemed necessary.
2.38.	Representative	means an advocate, Carer, relative or friend of the Service User who is concerned with and/or involved in the care and support of the Service User.

2.39.	Request to Participate Submission Document	means the Service Provider's signed Declaration, completed Selection Questionnaire response and accompanying documents.
2.40.	Retainer	means a payment to a Service Provider for reserving capacity to deliver Services when, due to absence of a Service User, the Service is not being provided.
2.41.	Rural Hourly Rate	means the Price paid by the Council to the Service Provider for each Service visit carried out by Staff, in the geographical locations highlighted on the maps in Appendix 7 and described in Appendix 1 (refer to Pricing Information) and as detailed at Current Pricing Information in Appendix 1 of The Information and Instructions for Applicants.
2.42.	Safeguarding	means the definition indicated in the <i>Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedure</i> issued from time to time.
2.43.	Service or Services	means the Home Support Service to be provided by the Service Provider as set out in the terms of this Contract including as particularly stated in the SUS and Support Plans and involves any variations made pursuant to Clause 22.
2.44.	Service Provider	Means the Dynamic Purchasing System Provider.
2.45.	Service Provider Support Plan	means the latest version of a document drawn up and reviewed by the Service Provider detailing the needs and preferences of the Service User and how these are to be met, fully reflecting the Kirklees Support Plan, as varied in accordance with Clause 22.
2.46.	Service Specification	means the details of the Services to be provided for Service Users in Appendix 1 and Appendix 2 which may be amended from time to time by the Council in accordance with the Contract.

2.47.	Service User	means the person identified in the relevant SUS and Kirklees Support Plan as having been assessed by the Council as requiring the Services and referred to and accepted by the Service Provider.
2.48.	Service User Guide or Equivalent	means the document produced by the Service Provider which is made available to the Service User and their Representative at the beginning of Service and gives information about the Service Provider as detailed in Appendix 3.
2.49.	Shadowing	means inexperienced Staff working alongside Staff who have a minimum of 6 months Home Support experience within the Service Provider's own organisation.
2.50.	Single Handed Care	means a Service that can be provided using movement and handling equipment that can be safely operated by one handler (one member of Staff or one Carer).
2.51.	Sleeping Night	a specifically commissioned night Service where Staff sleep in the Service User's home but may be called on to deliver a Service as detailed in the Kirklees Support Plan.
2.52.	Staff	each person employed by the Service Provider, whether on a permanent, temporary or session basis or supplied to the Service Provider by an Employment Business, and the Service Provider (where the Service Provider is a natural person), any director or member of the Service Provider actively engaged in the provision of the Service (where the Service Provider is a company or an unincorporated association of natural persons) and anyone working with or for the Service Provider in a voluntary or training capacity and the

		Service Provider's agents and sub-contractors and their employees, agents and sub-contractors.
2.53.	Support Options Officer	means any Authorised Officer who works specifically within the Council's Support Options team.
2.54.	Support Plans	means both the Kirklees Support Plan and the Service Provider Support Plan.
2.55.	SUS	means the Service User Schedule which sets out a brief description of the level of Services required. The SUS is updated when required and as instructed by the Authorised Officer under Clause 22.
2.56.	Tender Documents	means all the tender documents issued by the Council in respect of the Services including the Information and Instructions for Applicants, Terms and Conditions of Contract for the Provision of Home Support Services, Data Protection Schedule, Service Specification for the Provision of Home Support Services (Appendix 1), Contract and Quality Monitoring Tool (Appendix 2), Service User Guide or Equivalent (Appendix 3), Electronic Call Monitoring (ECM) Specification (Appendix 4), Movement and Handling Information (Appendix 5), Interaction with Local Healthwatch Organisations (Appendix 6), Postcode List and Map Indicating Areas Attracting a Rural Hourly Rate (Appendix 7), Protocol for Shared Support Packages in the Home (Appendix 8), Payment Request Form (Appendix 9), Guidance for Payment Process (Appendix 10), Early Alert Form (Appendix 11) and Schedules A-H.
2.57.	Tolerance	means an additional amount of time in addition to the time allocation detailed in the SUS which can be used for a maximum 4 week period to accommodate unexpected changes in the needs of the Service User,

		which cannot be met within the SUS allocation of time. Refer to Appendix 10 Guidance for Payment Process.
2.58.	TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
2.59.	Vulnerable Adult	means the same as the definition for Adult at Risk.
2.60.	Waiting List	means the list of Service Users who, due to no availability are awaiting allocation of a Service.
2.61.	Waking Night	a specifically commissioned night Service where Staff remain awake in the Service User's home and may be called on to deliver a Service as detailed in the SUS and Kirklees Support Plan.
2.62.	Working Day	in relation to Clause 19 the days Monday to Friday each week excluding a Public Holiday.
2.63.	The headings in this Contract are for convenience only and shall not affect its interpretation.	
2.64.	In this Contract unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular and any reference to the masculine gender shall include the feminine and vice versa.	
2.65.	The expression "Council" and "Service Provider" include their respective successors, personal representatives and permitted sub-contractors and assigns.	
2.66.	Any reference to an Act of Parliament or Order or Regulation or Statutory Instrument, Bylaw, Directive, Standing Order, Statutory guidance, Codes of Practice or the like shall include reference to any amendment, re-enactment or replacement of it.	
2.67.	References to Clauses, Schedules and Appendices are, unless otherwise provided, references to clauses, schedules and appendices to the Contract.	
2.68.	In the event and to the extent only of any conflict between the various parts of this Contract, the parts shall be given the following priority in descending order: 2.68.1. the Council's Letter of Acceptance (accepting the Service Provider's tender in respect of the Services);	

	<p>2.68.2. these Terms and Conditions;</p> <p>2.68.3. the SUS and Kirklees Support Plan;</p> <p>2.68.4. the Service Specification and Description of Home Support Services;</p> <p>2.68.5. the Service Provider Support Plan;</p> <p>2.68.6. all other documents included in the Tender Documents; and</p> <p>2.68.7. the Request to Participate Submission Document.</p>
--	---

Clause 3 Commencement and Duration

3.1.	Unless otherwise agreed in writing between the Parties this Contract shall commence on the date to be inserted in Clause 1 Contract Details Commencement Date and the Contract will continue until 31 st March 2025 and any extended period in accordance with Clause 4.1, unless terminated in accordance with Clause 41.
3.2.	The Services are to be provided in respect of each Service User from the date and time specified in the respective SUS until termination of the Contract in whole, or in part relating to such Service User, in accordance with any of the provisions of Clause 41.

Clause 4 Contract Extension

4.1.	The Council may at its sole discretion, extend the term of this Contract in whole or in part for a further period or for successive periods up to 31 st March 2030, by giving at least two months' notice to the Service Provider prior to the expiry of the then current term.
4.2.	If the Contract Term is extended in accordance with Clause 4.1, the Contract will be subject to the same provisions of the Contract, except to the extent otherwise agreed in writing between the Parties.

Clause 5 Services

5.1.	The Service Provider is authorised to provide Services only to those Service Users whose needs have been identified by the Council's Assessment procedure and in
------	--

	respect of which a SUS has been issued by the Authorised Officer. Services shall be provided in accordance with this Contract.
5.2.	The Service will be delivered in accordance with the SUS, the Kirklees Support Plan and in negotiation with the Service User and their Carer or Representative and the Authorised Officer.
5.3.	Payment will only be made if a valid SUS has been issued by the Support Options Officer. This includes a temporary increase as described in Clause 5.4. If the Service Provider takes instruction from any other person without a valid SUS from the Support Options Officer, no payment will be made for the unauthorised Service. SUS's will not be backdated and if a temporary increase as described in Clause 5.4 is allowed to expire, and an extension is not requested by the Service Provider, the Service will not be paid for. Exceptions to this Clause are described in Clause 5.18. Refer to Appendix 10 Guidance for Payment Process.
5.4.	The Service Provider shall promptly notify the Authorised Officer if it considers a review or reassessment should be undertaken due to a permanent change in the Service User's needs. In the meantime, the Support Options Officer may instruct a discretionary temporary increase to the Service.
5.5.	It is the Service Providers responsibility to inform the Support Options Officer if a temporary increase is due to expire. Arrangements can then be made for an extension where applicable. Payment will not be made for the additional temporary Service if the temporary increase is allowed to expire. Refer to Appendix 10 Guidance for Payment Process.
5.6.	Staff must be available to provide Services between the hours of 6.30am to 11.00pm as a minimum requirement. Sleeping Night and Waking Night Services are an exception to this Clause and will be commissioned separately.
5.7.	Services visits will be categorised and provided during the following timescales unless a Service User chooses an alternative time: <ul style="list-style-type: none"> • morning visits - Services provided between the hours of 6.00am and 11.00am • lunch visits - Services provided between the hours of 11.30am and 2.30pm • tea visits – Services provided between the hours of 3.30pm and 7.00pm • evening visits – Services provided between the hours of 7.00pm and 11.00pm

5.8.	The Service will be available at the time of day which meets the assessed needs and identified Outcomes of the Service User, e.g. time critical medication. The Service Provider will endeavour to meet the reasonable choices of individual Service Users. Service Users will be given approximate visit times with an understanding that these times can differ by up to thirty minutes later or thirty minutes earlier. Service Users must be contacted by a representative of the Service Provider if their visit time differs by more than an hour from their approximate visit time. If a temporary or permanent change needs to be made to the approximate visit time, this time must still meet the Service User's needs and the Service User must be informed.
5.9.	The Council would not expect visits to Service Users to be less than 15 minutes duration except in exceptional circumstances agreed by the Service User, the Service Provider and the Authorised Officer. For example where two Service Users live together.
5.10.	The Authorised Officer may issue to the Service Provider reasonable written instructions varying the Services in accordance with Clause 22.
5.11.	The Service User's needs will be reviewed by the Service Provider or an Authorised Officer at a frequency determined by the Service User's circumstances or annually as a minimum requirement. Any reviews carried out by the Service Provider must be shared with the Authorised Officer within the agreed process. Any reviews carried out by the Authorised Officer must be carried out in consultation with the Service Provider.
5.12.	The Service Provider shall notify the Authorised Officer if it considers that the needs of a Service User have changed in relation to any night time service they receive. If Staff are regularly disturbed by a Service User during the night when the SUS specifies that a Sleeping Night Service is required, a review will be required to determine if a Waking Night Service is required, or, if a Waking Night Service is provided but the Staff member is never disturbed a review will be required to determine if a Sleeping Night Service would be more appropriate.
5.13.	As soon as made aware, the Service Provider shall notify the Support Options Officer via email of all events as follows: 5.13.1. the death of a Service User 5.13.2. if the Service User moves into long term care

	<p>5.13.3. if the Service User takes a personalised budget to purchase care and support by alternative means</p> <p>5.13.4. if the Service User moves out of Kirklees</p> <p>5.13.5. If the Service User changes their address within Kirklees.</p>
5.14.	Service Users may be supported by a network involving but not limited to Carers, Representatives, voluntary organisations and days services. The Service Provider shall ensure that all Staff work collaboratively to facilitate effective communication and joined up support for the Service User.
5.15.	The Service Provider must have regard to the need to safeguard and promote the welfare of any children in whose home the Services are provided by reporting any concerns to the appropriate Authorised Officer. Under no circumstances must Staff provide direct support to any children unless formal approval from an Authorised Officer has been given and recorded.
5.16.	On receiving prior notice from an Authorised Officer, the Service Provider must, submit reports, supply requested information and attend meetings as part of a review, reassessment, business continuity, Safeguarding and complaints process. All meetings, including Service Provider forums must be attended by a senior Staff member who has the knowledge, skills and authority to act on behalf of the Service Provider. Where such reports or attendance at meetings are required urgently and prior notice is not given, the Service Provider shall make reasonable endeavours to ensure that its Staff submit the required reports and attend the meeting as requested.
5.17.	On occasions it may be necessary for two Service Providers to provide Services for a Service User. The Protocol for Shared Support Packages in the Home (refer to Appendix 8) as amended from time to time by the Council must be followed in these circumstances.
5.18.	In any situation where an unexpected change in the needs and/or circumstances of the Service User or their Carer and/or Representative, necessitates a change in the Services, or the Service User requires Staff to stay with them in an emergency situation if a Representative is unavailable (e.g. awaiting ambulance or police response), the Service Provider can utilise the Tolerance. Refer to the Guidance for Payment Process in Appendix 10.

5.19.	The Service Provider shall promptly notify the Authorised Officer if it considers a review or reassessment should be undertaken due to a permanent change in the Service User's needs as referred to in Clause 5.4.
5.20.	Without prejudice to the Service Provider's obligations to provide the Services, the Service Provider shall notify the Council immediately if for any reason it is unable to meet any of its obligations under this Contract.

Clause 6 Staff

6.1.	<p>In the event that TUPE applies to any Council employees who were previously assigned to the provision of home support services prior to the commencement of the Contract and such employees choose to transfer their employment to the Service Provider, the Service Provider shall ensure that such employees are offered either:</p> <p>6.1.1. continued membership of the Local Government Pension Scheme, where the employer has admitted body status and makes the requisite contributions; or:</p> <p>6.1.2. rights to pension benefits which are the same as, or broadly comparable to, or better than, the Local Government Pension Scheme.</p> <p>The Service Provider should ensure that Staff are offered employment protection and follow ACAS guidelines.</p>
6.2.	<p>The Service Provider shall ensure that:</p> <p>6.2.1. all Staff engaged for the purposes of the Services are at all times skilled, honest, sufficiently qualified, experienced, supported, instructed and supervised with regard to the provision of the Service;</p> <p>6.2.2. such Staff must perform all duties in accordance with the relevant codes of practice, copies of which must be made available to Staff by the Service Provider; and</p> <p>6.2.3. Staff will:</p> <p>6.2.3.1. be able to respond flexibly and sensitively and adopt a 'doing with' rather than 'doing for' approach;</p> <p>6.2.3.2. adopt a strengths or asset based approach and focus on achieving Outcomes for Service Users and focussing on what is important to the Service Users;</p>

	<p>6.2.3.3. meet the requirements concerning Staff set out by the Care Quality Commission;</p> <p>6.2.3.4. promote the independence of Service Users while protecting them as far as possible from danger or harm;</p> <p>6.2.3.5. protect the rights and promote the interests of Service Users and/or their Carers and Representatives; and</p> <p>6.2.3.6. be accountable for the quality of their work and take responsibility for maintaining and improving their knowledge and skills.</p> <p>6.2.3.7. be sufficiently knowledgeable, experienced and trained to meet the diverse needs of the local community in which they provide support. Staff will have an awareness of the differences and sensitivities of the languages, faiths and cultures of the diverse communities within the Kirklees area;</p> <p>6.2.3.8. conduct themselves in a professional, approachable and caring manner and have a means of being identified by Service Users, i.e. badges with name, position and photograph and uniform.</p>
6.3.	<p>The Service Provider must ensure adequate management arrangements to guarantee effective deployment, supervision and monitoring of the performance of Staff.</p>
6.4.	<p>The Service Provider shall institute and maintain a written recruitment and selection policy and procedure and shall ensure that it takes due precautions and has due regard to the vulnerabilities of the Service User when recruiting and selecting or appointing Staff in relation to the provision of the Services as detailed in Appendix 2 Contract and Quality Monitoring Tool.</p>
6.5.	<p>The Parties acknowledge that the Service Provider is a provider of regulated activity (with ultimate responsibility for the management and control of the regulated activity provided) under this Contract for the purposes of the Safeguarding Vulnerable Groups Act 2006.</p> <p>6.5.1. The Service Provider shall:</p> <p>6.5.1.1. comply with Section 34ZA of the Safeguarding Vulnerable Groups Act 2006 (regardless of whether that section is in force). This means that the Service Provider must ascertain whether a person is barred from performing relevant regulated activity <i>before</i> engaging him or her as Staff; and</p>

- 6.5.1.2. subject to Clause 6.7 ensure that all Staff engaged in the provision of the Services are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (or if appropriate, its predecessor or successor body) including a check against the adults' barred list and where there is any doubt about the suitability of a member of Staff shall obtain any other information that is available about such person's suitability to work with Vulnerable Adults (for example, without limitation, information accessible through relevant common law police powers to disclose information); and
- 6.5.1.3. monitor the validity, relevance and age of the certificates obtained pursuant to the checks referred to in Clause 6.5.1.2 for each member of Staff and refresh the checks in accordance with best industry practice and in any event ensure that no certificate shall be more than three years old.

6.5.2. The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.

6.5.3. The Service Provider shall immediately provide the Council with any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 6 have been met. In this context '*reasonably*' means that the request should not be greatly more burdensome than is broadly appropriate to achieve the desired objective, but always assumes that auditing compliance with this clause is an important objective. Where the information to be provided can be provided in the form of a permanent record (whether electronic or paper format), the information shall be provided in permanent storable form (and if in electronic form, in a widely used format such as .pdf, .jpg, .png, .xlsx and .docx).

6.5.4. The Service Provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such

	<p>person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to Service Users.</p> <p>6.5.5. The Service Provider shall not employ or use the services of any person who is barred from working with, or whose previous conduct or records indicate that he or she would not be suitable to work with, Vulnerable Adults or who may otherwise present a risk to Service Users.</p> <p>6.5.6. If requested by the Authorised Officer, the Service Provider shall promptly justify the engagement of any person in the provision of the Services who has a criminal conviction by written submission. The Service Provider is reminded of Clause 6.13.</p> <p>6.5.7. The Service Provider shall not involve any person in the provision of the Services where an Enhanced Disclosure and Barring Service Check cannot be obtained for that person.</p>
6.6.	<p>Where the Services include any element of child care: the words “subject to Clause 6.7” in Clause 6.5.1.2 shall be deemed to be deleted and Clause 6.7 shall be deemed to include only the words “Not Used”; the words “and the children’s barred list” shall be deemed to be inserted after the words “the adults’ barred list” and the words “and children” shall be deemed to be inserted after the words “suitability to work with Vulnerable Adults” in Clause 6.5.1.2.</p>
6.7.	<p>A member of Staff may work with Service Users prior to receipt by the Service Provider of a full enhanced DBS check certificate from the DBS in respect of that member of Staff (as requested in accordance with Clause 6.5.1.2) only:</p> <p>6.7.1. in accordance with CQC Guidance for Providers; and</p> <p>6.7.2. if a member of Staff is accompanied by a supervising member of Staff for whom the Service Provider has a valid recent complete full certificate following the check required by Clause 6.5.1.2; and</p> <p>6.7.3. if a DBS Adult First Check is obtained and the response from the DBS regarding the DBS Adult First Check is Response 2.</p>
6.8.	<p>The Service Provider shall supply on written request, a reference for a previous Staff member who applies for a position with another Service Provider within the Kirklees area. The reference must state as a minimum, information pertaining to dates of employment and describe any disciplinary matters.</p>

6.9.	<p>Unless otherwise agreed by the Authorised Officer, the Service Provider shall use all reasonable endeavours to maintain continuity of Staff in order that:</p> <p>6.9.1. the Service User does not have unnecessary additional Staff to relate to;</p> <p>6.9.2. the number of people with access to Confidential Information is kept to a minimum.</p>
6.10.	<p>The Service Provider shall ensure that all Staff carry photographic identification approved by the Council. Photographic identification must be renewed if a member of Staff's appearance changes significantly or at least every three years, whichever is the sooner.</p>
6.11.	<p>The Service Provider shall ensure that Staff are available to provide relief care and support to Service Users in the absence of their regular Staff member(s) and Service Users are kept informed.</p>
6.12.	<p>The Service Provider shall ensure that Staff are properly and presentably dressed in appropriate work wear. The Service Provider shall ensure that where necessary, Staff wear appropriate personal protective equipment which is readily available from the Service Provider.</p>
6.13.	<p>The Council may require, by notice in writing (but not unreasonably or vexatiously) the removal of Staff from the provision of the Service, or Staff not to be engaged to perform the Service if the Authorised Officer considers that the conduct, or ability of such Staff is not of a sufficient standard, or considers that any Staff are otherwise unsuitable for the proper provision of the Service (the "Staff Notice"). The Service Provider shall forthwith remove from duties relating to the Service the Staff specified in the Staff Notice which the Authorised Officer identifies as unsuitable and (unless the person concerned is supernumerary) shall promptly provide a replacement. For the avoidance of doubt, this Clause does not require Staff to be dismissed from the Service Provider's employment or the employment of its agent or subcontractor. The Council shall in no circumstances be liable either to the Service Provider or any person in respect of the exercise of the Council's rights pursuant to this Clause and the Service Provider shall fully indemnify the Council in respect of any claim made by such person.</p>

6.14.	Each new member of Staff commencing work of a care and support nature within the Services shall complete to the satisfaction of the Service Provider a period of planned induction ensuring that the member of Staff achieves the standards set out in the Skills for Care (refer to Skills for Care website).
6.15.	For the avoidance of doubt, this Clause 6 and all other clauses relating to Staff shall (except in relation to TUPE) apply both to Staff employed and paid by the Service Provider and to anyone working with or for the Service Provider in a voluntary or training capacity.

Clause 7 Registration with Statutory Bodies

7.1.	The Service Provider must obtain and maintain all Registrations throughout the duration of the Contract.
7.2.	The Service Provider shall notify the Council of all of the Registrations and promptly provide such evidence of all Registrations and/or application for Registrations as the Council shall reasonably request.
7.3.	In the event of termination, revocation, refusal or suspension of any Registrations or variation in or attachment of conditions to Registrations, the Council may terminate this Contract forthwith by notice in writing to the Service Provider. The Service Provider shall notify the Council immediately if any such event or other event affecting Registrations occurs.

Clause 8 Compliance with Statutory and Other Requirements

8.1.	The Service Provider shall observe and comply with all relevant Acts, Regulations, Orders and rules of law, codes of practice, statutory guidance or other requirement of relevant Government or governmental agency relating to the Services.
8.2.	The Council has obligations under the Human Rights Act 1998. The Service Provider shall not do anything to cause any infringement by the Council of its obligations under this legislation or any other human rights legislation. Where the Service Provider is itself a public authority as defined by the Human Rights Act 1998, it shall comply with,

	and ensure compliance by its employees with this legislation and any other human rights legislation.
8.3.	The Service Provider must register with the Data Protection Register maintained by the Information Commissioner's Office and notify the Council of its Registration Number. For the avoidance of doubt, all clauses in this Contract which require the Service Provider to provide information to any Authorised Officer shall be subject to the Service Provider's obligations under the DPL and the Council shall not require the Service Provider to infringe its obligations under this legislation.
8.4.	Service Providers will comply with the Councils information sharing process referred to in the Data Protection Schedule to facilitate the exchange of data between the Council and the Service Provider in a secure manner.

Clause 9 Business Continuity

9.1.	The Service Provider acknowledges that the Council is subject to the requirements of the Civil Contingencies Act (2004) and shall assist and co-operate with the Council to enable the Council to maintain services in the event of major emergencies. Where a Service is contracted out, or is dependent on external suppliers, it is still the responsibility of the Service Provider to ensure continuity, therefore the Council requires the Service Providers to have continuity arrangements. The Service Provider must provide the Council with up-to-date contact details for their nominated person(s) who will be available for contact during an emergency at all times of day and night.
9.2.	The Service Provider will have and maintain to the reasonable satisfaction of the Authorised Officer a properly documented system of Business Continuity Management (BCM) including a Business Continuity Plan which must be based on: <ul style="list-style-type: none"> 9.2.1. a risk analysis which should be reviewed on an ongoing basis and not less than once every twelve months; 9.2.2. a Strategy that embeds BCM within the organisation and highlights the process to be followed for ensuring continuity of Services to the Service User and supply from critical suppliers; 9.2.3. Continuity Plans which detail: <ul style="list-style-type: none"> 9.2.3.1. the trigger points for initiating the plan;

	<p>9.2.3.2. procedures and processes to be followed;</p> <p>9.2.3.3. the roles and responsibilities of all Staff, BCM Manager(s) and Officer(s);</p> <p>9.2.3.4. contact details of all Staff and other parties with roles and responsibilities in the Continuity of Service provision;</p> <p>9.2.3.5. details of co-ordination plans and information sharing protocols with other service providers;</p> <p>9.2.3.6. actions to be taken;</p> <p>9.2.4. Processes to test plans and train Staff, not less than once in every twelve month period.</p>
9.3.	<p>The Service Provider shall, if requested, provide the Council with a copy of its Business Continuity Plan and other relevant documentation, such as a Business Impact Analysis and/or Risk Assessments. Whilst the Council may discuss improvements and remedial measures that may be made to the Business Continuity Plan the Council does not accept any liability in respect of deficiencies within the policies and procedures adopted by the Service Provider in respect of Business Continuity Management.</p>
9.4.	<p>The Council may require the Service Provider to undertake additional tests of the Business Continuity Plan(s) in circumstances where:</p> <p>9.4.1. there have been substantial changes to the Services;</p> <p>9.4.2. there has been a change in underlying business processes;</p> <p>9.4.3. there is an increased likelihood of an event happening which would necessitate the implementation of the Business Continuity Plan.</p>
9.5.	<p>To ensure safety and continuity of the Service the Service Provider shall provide the Council on request, a copy of their Adverse Weather Plans in a format determined by the Council.</p>
9.6.	<p>The Council reserve the right to attend any Business Continuity Plan test undertaken by the Service Provider.</p>

Clause 10 Health and Safety

10.1.	The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other relevant law pertaining to health and safety. The Authorised Officer will endeavour to provide any information relevant to the consideration of Health and Safety at Work, but the Council is not responsible for the assessment of risk to Staff placed by the Service Provider.
10.2.	Potentially hazardous situations in the Service User's home which affect delivery of the Service or the safety of Service Users, visitors or Staff, must be reported by the Service Provider to the Authorised Officer.

Clause 11 Policies and Procedures

11.1.	The Service Provider will have and maintain all policies and procedures required by law and as stated in the accreditation process for the Care Quality Commission and shall ensure that Staff are fully aware of such policies and procedures prior to performing the Services and adhere to them.
11.2.	Policies and procedures must be reviewed as required but in any event no less than annually.

Clause 12 Obligations of the Council

12.1.	The Council will be responsible for the initial Assessment, development of the Kirklees Support Plan, referral and review of those Service Users receiving Services under this Contract.
12.2.	The Council will respond to requests from the Service Provider to review the Kirklees Support Plan relating to any Service User whose needs have, in the reasonable opinion of the Service Provider, changed.

Clause 13 Confidentiality

13.1.	The Service Provider and the Council shall keep confidential all matters relating to this Contract and documents referred to herein and shall use all reasonable endeavours
-------	---

	to prevent their directors, members, officers and employees and agents from making any disclosure to any person of any matter relating to this Contract.
13.2.	<p>Clause 13.1 shall not apply to any disclosure:-</p> <p>13.2.1. of information that is reasonably required by persons engaged in the performance of its obligations under the Contract;</p> <p>13.2.2. which the Service Provider and the Council can demonstrate is already generally available and in the public domain otherwise than a result of a breach of this Clause;</p> <p>13.2.3. of information by the Council which is required by the Freedom of Information Act 2000 and Codes of Practice under Clause 33;</p> <p>13.2.4. of information by the Council in relation to this Contract which is required by the Environmental Information Regulations 2004;</p> <p>13.2.5. of information by the Council to any other department, office or agency of the Government;</p> <p>13.2.6. which is required by law or legislation, for the avoidance of doubt includes any Act of Parliament or subordinate legislation within the meaning of Section 21(1) Interpretations Act 1978 or any exercise of the Royal Prerogative and any enforceable Community right within the meaning of the European Communities Act 1972 in each case having effect within the United Kingdom.</p>
13.3.	For the purposes of the Audit Commission Act 1998, the District Auditor and the Audit Commission may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Service Provider and may require the Service Provider to produce such oral or written explanations as he considers necessary.
13.4.	The Service Provider will note and facilitate the Council's compliance with the Local Government Transparency Code (2015). In the event that the Council are required to provide information to a person as a result of a request made to it under the Code, the Council shall adhere to the requirements of the Code in disclosing information (excluding Commercial Sensitive Information) relating to the Contract and the Service Provider.

13.5.	The Service Provider shall not make use of the Contract or any information issued or provided by or on behalf of the Council in connection with the Contract otherwise than for the purpose of the Contract, except with the written consent of the Council.
13.6.	The Service Provider shall neither dispose of nor part with possession of any Confidential Information provided to the Service Provider by the Council relating to the Contract or prepared by the Service Provider pursuant to the Contract other than in accordance with the express written instructions of the Authorised Officer.
13.7.	Each Party shall indemnify and keep indemnified the other against all actions, claims, demands, costs, charges and expenses whatsoever in respect of any breach of this Clause 13.
13.8.	The Service Provider shall take adequate steps to ensure that all Staff have a clear understanding of the need for confidentiality.
13.9.	The Service Provider will take appropriate action under its disciplinary procedures against any member of Staff who does not comply with these confidentiality provisions.
13.10.	Any information supplied by the Council or its agent to the Service Provider for any purpose regarding a prospective Service User who does not subsequently become the recipient of the Services in accordance with this or any other contract shall be promptly disposed of by the Service Provider upon the written instructions of the Authorised Officer or once the Service Provider becomes aware that they will not be providing the Services for the Service User.

Clause 14 Equality and Diversity

14.1.	<p>The Service Provider shall:</p> <p>14.1.1. Ensure that no recipient of the Services receives less favourable treatment on the grounds of age, gender, colour, race, nationality, ethnic or cultural origin, religious persuasion, sexual orientation, disability or on any other grounds prohibited under the Equality Act 2010 or any other equality law;</p> <p>14.1.2. Ensure that no recipient of the Services is disadvantaged by conditions or requirements which cannot be justified to the satisfaction of the Council;</p>
-------	--

	14.1.3. Comply with the reasonable instructions of the Authorised Officer to enable the Council to meet its statutory obligations including (but not limited to) the supply to the Council of information to facilitate compliance with equality law.
14.2.	The Service Provider will ensure that Staff are sufficiently knowledgeable, experienced and trained to meet the diverse needs of the local community in which they provide support. Staff will have an awareness of the differences and sensitivities of the languages, faiths and cultures of the diverse communities within the Kirklees area.

Clause 15 Safeguarding Adults at Risk

15.1.	The Service Provider is required to comply with and abide by the <i>Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedure</i> see weblink www.kirklees.gov.uk/safeguardingpolicy . Furthermore, that the Service Provider agrees to accept the decision and any recommendations of the Council's investigation of allegations relating to Safeguarding issues in Kirklees.
15.2.	The Service Provider accepts an obligation to work to protect Adults at Risk from abuse in accordance with the <i>Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedure</i> and, where appropriate, to do so in partnership with any other agencies supporting the Service User.
15.3.	The Service Provider agrees to record and report any allegations of abuse of an Adult at Risk to the Council and to co-operate with any investigation of such allegations undertaken and with the implementation of any Protection Plan which may be agreed and notified to the Service Provider.
15.4.	The Service Provider shall ensure that all Staff are aware of Safeguarding issues and the steps they must take in response to any concerns, suspicions or allegations of harm from abuse or neglect made to them or any observations they make about the abuse of Adults at Risk. In fulfilling its responsibilities under this Clause the Service Provider shall ensure that all Staff undertake basic induction training with respect to awareness that abuse can take place and their duty to report concerns, suspicions or allegations of harm from abuse or neglect.

15.5.	The Service Provider agrees to co-operate with any audit undertaken by the Council (or its agent) into the extent to which its operational guidance continues to be appropriate for the protection of Adults at Risk, the training available to its Staff, and the conduct of any investigations undertaken by or involving the Service Provider.
15.6.	The Service Provider accepts an obligation to share learning from investigations of adult abuse and to promote an open and supportive approach to learning from experience.
15.7.	<p>The Service Provider shall report immediately to the Authorised Officer any incident of improper conduct or attempted improper conduct not reportable in accordance with Clause 15.3 above, including but not limited to:</p> <p>15.7.1. fraud;</p> <p>15.7.2. theft;</p> <p>15.7.3. failure by the Service Provider or by a member of Staff to follow the Service Provider’s policies and procedures relevant to the Contract;</p> <p>15.7.4. inducement of a Council officer to act contrary to the obligations of the Council officer;</p> <p>15.7.5. conspiracy with an Council officer to defraud or disadvantage a Service User or their Representative, the Council or any other public body;</p> <p>except that a report made in good faith by or on behalf of the Service Provider to the Director of Resources, an Elected Member of the Council, the Audit Commission or Public Concern at Work because of a lack of confidence in reporting the matter to the Authorised Officer shall be considered to have been made in accordance with this Clause.</p>
15.8.	Throughout a Safeguarding investigation, the Service Provider will be required to fully co-operate with the Safeguarding investigation processes in line with the <i>Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedure</i> .
15.9.	On completion of all Safeguarding investigations, if it is subsequently determined under the <i>Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedure</i> that the allegation of abuse was substantiated and that the

	<p>member of Staff has committed any physical, sexual, psychological or financial abuse in respect of a Service User or Carer the Council may:-</p> <p>15.9.1. require the Service Provider to immediately cease to use the services of that member of Staff; or</p> <p>15.9.2. terminate this Contract and recover any losses resulting from the termination.</p>
15.10.	During the period of any suspension of Services the provisions of Clause 38 Suspension of Services will apply.
15.11.	The Service Provider shall fully indemnify the Council against any claims made by or on behalf of the member of Staff in respect of termination of their employment following the action taken by the Council under Clause 15.9.
15.12.	<p>The Service Provider agrees and undertakes that it shall not and shall ensure that its Staff and or agents do not:</p> <p>15.12.1. enter into any financial transaction whatsoever with a Service User or any Representative of a Service User including the borrowing or lending of monies or property;</p> <p>15.12.2. accept any gifts from a Service User or their Representative;</p> <p>15.12.3. sell anything to, borrow anything from or exchange anything with a Service User or their Representative. The reference to the words sell, borrow or exchange in the preceding sentence shall include any attempt to sell, borrow or exchange;</p> <p>15.12.4. use retail loyalty cards and special offers for their own benefit; or</p> <p>15.12.5. act as witness to any legal documents, including but not limited to the will of a Service User.</p>

Clause 16 Contract and Quality Monitoring

16.1.	The Council takes a risk analysis-based approach to Contract and quality monitoring. Refer to Contract and Quality Monitoring Section in Appendix 1.
16.2.	The Service Provider will promptly submit any requested monitoring information to

	assist and support with monitoring on standard templates as amended from time to time by the Council.
16.3.	<p>The following examples are sources of information that inform the monitoring processes:</p> <p>16.3.1. Feedback from Service Users and/or their Carers and Representatives</p> <p>16.3.2. Authorised Officers</p> <p>16.3.3. Feedback from Staff</p> <p>16.3.4. Care Quality Commission (CQC)</p> <p>16.3.5. Visits to the Service Provider premises to access records in accordance with Clause 20 – these may be unannounced, any such visit shall be conducted during the Service Providers business hours.</p> <p>Areas of good practice will also be highlighted and may be shared with other service providers as appropriate.</p>
16.4.	<p>The Service Provider will grant access to all records relating to the Service to enable the Authorised Officer to establish that the Service Provider is meeting its obligations. The Service Provider shall co-operate as reasonably required by the Authorised Officer in order to facilitate the exercise by the Council of its rights under this Clause 16.</p>
16.5.	<p>The Authorised Officer will compile monitoring reports detailing their findings and indicating where necessary improvements need to be made and giving the Service Provider timescales by which the improvements need to be made. Evidence must be readily available for inspection by the Authorised Officer that all necessary actions have been taken as specified on the report. Any extension to an improvement timescale deadline must be agreed with the Authorised Officer prior to the expiry date of the specified improvement timescale.</p>
16.6.	<p>Prior to compilation, the report described in Clause 16.5 will be discussed with the Service Provider.</p>
16.7.	<p>Failure to make the requested improvements within the timescales may result in the issue of a suspension of placements letter from the Authorised Officer, whereby no additional hours of work will be commissioned to the Service Provider until all breaches are rectified, and/or until the Authorised Officer is satisfied that the Service Provider is capable of providing the Services.</p>

Clause 17 Electronic Call Monitoring

17.1.	Service Providers will have an Electronic Call Monitoring system available which provides information and data in a format specified by the Council as referred to in Appendix 4.
-------	---

Clause 18 Periods of Absence

18.1.	<p>Where the Service User is admitted to hospital, respite care or takes a holiday, or in any other circumstances of absence, the Service Provider must retain capacity to deliver Services to the absent Service User for a period of at least 2 weeks, or for such longer period as may be agreed in writing between the Parties. The Service Provider shall resume delivery of the Services to such Service User on their return home within such 2 week period or other agreed period.</p> <p>Retainers as referred to in Clause 39 may apply.</p>
-------	--

Clause 19 Financial Arrangements

19.1.	In consideration of the provision of the Services in accordance with the Contract and to the satisfaction of the Authorised Officer, the Council will make payment of the Prices to the Service Provider, subject to and in accordance with this Clause 19.
19.2.	Unless otherwise expressly set out in writing in the Contract, the Prices shall cover all costs, expenses and charges in respect of the performance of the Service Provider's obligations under the Contract, including but not limited to labour, equipment, materials, transport, administration, operating costs, overhead charges, profit, other costs, expenses and disbursements and all general risks, liabilities and obligations set out in or implied as necessary to comply with the Contract.
19.3.	Any information relating to billing information and Invoices must be submitted electronically four weekly in arrears in line with the Council's financial calendar and presented in a format that includes all the relevant information/data required by the Council.

19.4.	The Service Provider will Invoice on a pro rata basis of their hourly rate according to Service Delivered Hours (e.g. half an hour of Service will equate to fifty percent of the hourly rate).
19.5.	Any Price review will be at the discretion of the Council and based on staffing and employment costs which affect the home support sector. This will be based on, but not limited to: 19.5.1. Service Provider pension contributions 19.5.2. National Living Wage 19.5.3. National Insurance Contributions 19.5.4. Changes to HM Revenue and Customs (HMRC) contributions
19.6.	In the event that any Council employees having TUPE rights transfer to the Service Provider's employment under TUPE and this has a cost impact for the Service Provider which is not included in the Prices, then an adjustment shall be made to the Prices to fully reflect the extent of any increase in the costs to the Service Provider in employing such Council employees as a result of such TUPE transfer.
19.7.	Billing information and Invoices must be accurate, reflect the Services commissioned and include any variations i.e. increases or decreases to Services actually provided with reasons for the difference. The Service Provider may use Appendix 9 Payment Request Form to request payment for Services provided but not yet paid for, or in cases where payment requests have been rejected as part of the usual Invoice process.
19.8.	Service Providers must have systems in place to ensure that the times of Staff visits on Daily Records are recorded accurately via their ECM system which in turn informs the billing information and Invoices to the Authorised Officer. Refer to the Guidance for Payment Process in Appendix 10.
19.9.	The number of Staff required to attend for each visit will be specified on the Kirklees Support Plan and/or the SUS.
19.10.	The Council accept no responsibility for payment for any Services provided to the Service User other than as authorised and supported by the SUS or as expressly provided by these Terms and Conditions.
19.11.	In the event that:

	<p>19.11.1. the Support Options Officer considers that billing information is inaccurate, to prevent a delay in the payment process, the Support Options Officer will authorise payment to the extent the Support Options Officer reasonably considers the claim for payment is valid and will send details of the discrepancies to the Service Provider. The Service Provider may clarify or contest with the Support Options Officer the payment or discrepancies within 28 days from receipt of this information or payment. Any authorised adjustments will be made to the next payment.</p> <p>19.11.2. if any excess amounts are paid which are not due in respect of Services provided to the satisfaction of the Authorised Officer, the Service Provider shall repay such excess amounts to the Council forthwith on demand, or if agreed by the Council, such excess amounts may be carried forward and offset against future payments as directed by the Authorised Officer.</p>
19.12.	<p>Payments due to the Service Provider under this Contract are stated exclusive of VAT, which shall be payable at the applicable rate by the Council upon submission of a valid VAT Invoice. The Service Provider shall promptly notify the Authorised Officer in the event of a change in VAT registration.</p>
19.13.	<p>Payment shall normally be made no later than 30 days from the date of receipt of a valid invoice. All such amounts due from the Council to the Service Provider which are not paid by the 45th day from receipt of such Invoice (“the due date”) shall, where claimed, bear simple interest from day to day from the due date until the actual date of payment at the statutory rate of interest provided for from time to time pursuant to the Late Payment of Commercial Debts (Rate of Interest) Act 1998.</p>
19.14.	<p>Payments to the Service Provider will be made by automatic bank transfer to a bank account nominated by the Service Provider.</p>
19.15.	<p>Except as otherwise expressly stated in the Contract, no payment will be made in respect of any day when the Service is not provided whether or not due to unforeseen circumstances (including but not limited to severe weather conditions or other events covered under the Service Providers Business Continuity Plan).</p>

19.16.	A higher hourly rate will be paid for Services provided in the geographical locations highlighted in the maps in Appendix 7 Postcode List and Map Indicating Areas Attracting a Rural Hourly Rate.
19.17.	In circumstances where the Authorised Officer assesses that a Service Users needs or lifestyle is of a more complex nature, the Council reserves the right to pay a higher hourly rate. Service Users that fall into this category will require sufficiently trained and skilled Staff that in addition to the Service Users complex needs will also be able to manage challenging and complex behaviours and situations requiring highly structured packages of support. These complex packages of support will be devised by specialist Health Workers and the Council. Payment of a higher hourly rate is at the Council's sole discretion.
19.18.	<p>The Council reserve the right to charge the Service Provider for additional administration incurred by the Authorised Officer. This includes but is not limited to:</p> <p>19.18.1. the investigation of repeat inaccurate billing information</p> <p>19.18.2. the recall and checking of Service User's Daily Records in response to complaints and queries from Service Users or their Representatives</p> <p>19.18.3. the reallocation of Service User's for those Service Providers on placement suspension.</p> <p>19.18.4. the request for the re-issue of Service User records</p> <p>All Invoices overdue by more than 28 days will be subject to a reduction of 1%. A further reduction of 0.5% will be added for every subsequent week up to a maximum of 8 weeks. These amounts will be automatically deducted by the Council from the amount owed to the Service Provider.</p>
19.19.	<p>In exceptional circumstances, where a Service User lives in an extremely remote location, an agreement may be made in writing between the Service Provider and an Authorised Officer for additional costs to be paid. Decisions will be made on an individual basis, prior to the start of Service and the following factors will be taken into consideration:</p> <p>19.19.1. number of visits required</p> <p>19.19.2. length of visits</p>

	<p>19.19.3. number of miles away from the nearest existing Service User</p> <p>19.19.4. travel time to visit time ratio</p> <p>This agreement for additional costs will be subject to review on a periodic basis or as the factors specified in this Clause 19.19 change, whichever occurs first. Where additional costs are agreed these will be Invoiced separately on agreed standard documentation as referred to in Clause 20.2.</p>
19.20.	Retainers will be paid subject to and in accordance with Clause 39.

Clause 20 Records

20.1.	The Service Provider must maintain full and accurate books of accounts, Service records, financial details, correspondence, timesheets, Staff records and other documents relating to the Service. Archiving systems must be in place and such documents to be kept separate from those relating to matters not relating to this Contract. The Service Provider shall provide at its own expense such copies of records and information or explanations relating to the Service, the financial circumstances of the Service Provider or its audited accounts as the Council may reasonably request. In addition the Service Provider shall permit the Authorised Officer to inspect any such records upon the reasonable request of the Council.
20.2.	The Service Provider will submit information on standard templates as they are devised and amended from time to time by the Council.
20.3.	Upon request of an Authorised Officer, the Service Provider will submit Service User Daily Records up to twelve months in arrears for the purpose of investigation and queries.
20.4.	The Service Provider will be registered with the Skills for Care National Minimum Dataset (NMDS-SC). A NMDS-SC organisation record must be updated with organisational data on an annual basis. The Service Provider must complete at least on an annual basis individual NMDS-SC worker records for a minimum of 90% of its total workforce (this includes any Staff who are not care-providing).

Clause 21 Liability and Insurance

21.1.	The Service Provider shall fully indemnify the Council its employees and agents against any and all injury, loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or by reason of the Service Provider's obligations under the Contract (including without limitation, in relation to breach of data protection law), except to the extent such loss, injury, damage or liability is attributable to any negligence on the part of the Council.
21.2.	<p>Without prejudice to the Service Provider's liability to indemnify the Council under Clause 21.1, the Service Provider shall maintain throughout the duration of the Contract Term employers' liability and public liability insurances in the sum of at least £10,000,000 per occurrence or series of occurrences arising out of one event for all claims in any one year.</p> <p>The Service Provider's public liability insurance should also include:</p> <ul style="list-style-type: none"> • The provision of emergency and first aid medical services along with the administration of drugs, medicines or procedures pre-prescribed by a qualified medical practitioner. • Any other medical related or treatment risk included in the Service Specification.
21.3.	Where the Service Provider provides Services which include transporting Service Users, the Service Provider shall ensure that it's Staff providing transport have current motor vehicle insurance which includes provision for use of the vehicle in connection with their business, trade or employment. In addition, the Service Provider shall ensure that Staff providing transport must have a full, valid driving license and, where appropriate, a valid MOT certificate.
21.4.	The Service Provider shall upon request promptly provide the Council with satisfactory evidence of compliance with the requirements of this Clause 21.
21.5.	All equipment, machines tools and vehicles belonging to the Service Provider and used for the provision of the Services shall be used at the Service Provider's own risk and the Council shall have no liability for any loss of or damage to any such tools, machines or vehicles unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the negligence of the Council.
21.6.	The Council will not be liable for the death of or injury to any person engaged in the provision of the Services or for any losses, claims, demands, actions, proceedings,

	damages, costs or expenses or other liability incurred by the Service Provider in the exercise of the rights granted by this Contract except where such death injury or loss is due to the negligence of the Council.
21.7.	The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Council's or any Service User's premises either by Staff or by any other person or for such items left or deposited with any officer or employee of the Council.
21.8.	The Service Provider will fully indemnify the Council against all such liabilities as are mentioned in this Clause 21.
21.9.	The Council gives no guarantee in respect of the volumes and value of the Services which the Service Provider anticipates or is instructed to provide and except as expressly stated in the Contract, the Council shall not incur any liability whatsoever in respect thereof.

Clause 22 Variation of Contract

22.1.	This Contract may be varied at any time but only as expressly set out in these Terms and Conditions or otherwise in writing by the Parties to this Contract.
22.2.	The Authorised Officer may issue to the Service Provider reasonable written instructions varying the Services including the Kirklees Support Plan and the SUS, or requiring a decrease or an increase in the level of the Services and/or a change to the tasks or times required, which the Service Provider shall be bound by and promptly carry out.

Clause 23 Notices

23.1.	All notices required by or relating to this Contract shall be in writing and shall be sent to the Parties at the address appearing in the Contract or any other address (including email addresses) as may be notified in writing. Notices shall be deemed duly given on the day following posting or if sent by electronic transmission, immediately when
-------	--

	the notice is transmitted, provided that the relevant communication is not returned as undelivered.
--	---

Clause 24 Assignment and Sub-Contracting

24.1.	The Service Provider shall not transfer, assign or sub-let directly or indirectly this Contract or any part thereof without the written consent of the Council (such consent should not be unreasonably withheld or unreasonably delayed) and if such consent is given the Service Provider shall remain liable for the performance of the Contract in its entirety as if it were still personally executing it.
24.2.	Where permission to sub contract is granted by the Council, the Service Provider will make the Terms and Conditions of this Contract known to the sub-contractor and the sub-contractor will also be bound by these Terms and Conditions.
24.3.	Any Service Provider who has been notified to suspend the Services under any Contract provision must not work as a sub-contractor for other service providers of services to the Council within the Kirklees area unless agreed in writing beforehand by an Authorised Officer.

Clause 25 Changes of Ownership

25.1.	The Service Provider will make the Council aware, as soon as practically possible, of any change or potential change of ownership of their business as the new Service Provider will be required to undergo a process of Accreditation by the Council. Failure to comply may result in the new Service Provider not meeting the Accreditation requirement and resulting in non-payment for services delivered.
25.2.	The Council agrees to keep any information it receives in respect of a potential sale confidential until such times as the Service Provider has disclosed the sale to its Staff.
25.3.	The Council may terminate this agreement by written notice without any obligation to pay monies arising if there is a Company Change to which the Council objects except where the Council has given its approval to the particular Company Change, which subsequently takes place.

Clause 26 Procedures in Case of Disputes

26.1.	If any dispute, issue or difference arises between the Parties relating to this Contract, the Parties shall make genuine efforts to resolve the dispute by negotiation.
26.2.	The referral of any dispute and the outcomes of the dispute will be recorded in writing.
26.3.	If any dispute or difference shall arise between the Council and the Service Provider concerning this Contract which cannot be resolved by any procedure provided for by either this Contract or legislation, such dispute or difference may be referred by either Party to arbitration. In this event the Parties shall endeavour to agree on a suitable independent arbitrator but if they fail to do so within a period of 14 days either Party can approach the President of the Institute of Arbitrators with the request that he nominate such an independent arbitrator, whose decision on the matter in dispute and on the question of costs arising from and in connection with his appointment shall be final and binding.
26.4.	Each Party shall continue to perform their respective obligations under the Contract notwithstanding this dispute resolution process.

Clause 27 Severability

27.1.	If any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of the Contract shall not be affected.
-------	--

Clause 28 Waiver

28.1.	The failure by either Party to enforce at any time the provisions of this Contract or to require at any time performance by the other of any of the provisions hereof, shall in no way be construed as a waiver of such rights nor in any way affect the validity of this Contract or any part hereof or the right to enforce each and every provision.
-------	---

Clause 29 Law

29.1.	This Contract shall be governed by the Laws of England and subject to the jurisdiction of English Courts.
-------	---

Clause 30 Rights of Third Parties

30.1.	<p>This Contract does not create any right enforceable against the Council or the Service Provider by a person not a Party to it, except that:</p> <p>30.1.1. any Council employee with TUPE rights that chooses to transfer to the employment of the Service Provider, as referred to in Clause 6.1, may enforce or enjoy the benefit of Clause 6.1 in relation to pension rights; and</p> <p>30.1.2. a person who is a permitted successor or assignee of the rights of a Party to the Contract is deemed to be a Party to it.</p>
-------	--

Clause 31 Data Protection

31.1.	<p>If the Service Provider processes any Personal Data which is given to it by the Council in furtherance of the Services, without prejudice to any other terms and conditions elsewhere within this Contract, the Service Provider shall (and shall procure that any of its employees, workers, agents, representative and/or subcontractors involved in the provision of the Service shall) comply with the DPL, the Data Protection Schedule and Good Industry Practice. Attention is drawn to Clause 16 (Contract and Quality Monitoring) and Clause 20 (Records) of the Contract Terms and Conditions.</p> <p>To use “Good Industry Practice” in relation to Personal Data is to include following all relevant guidance issued by the UK Information Commissioner’s Office (or any successor body) and, without limitation, to secure digital data with at least 256 bit AES encryption or unattended hard copy data in a strong secure storage facility, to use out of bands password exchange, to use anti-malware products that have a good reputation within the information security industry and to take measures against brute force password attacks (such as locking accounts/target applications for 15 minutes after 20 consecutive invalid password entries).</p>
31.2.	<p>Transportation of Personal Data shall:</p> <p>31.2.1. in electronic format only be made in one of the following ways:</p> <p>31.2.1.1. through an encrypted VPN connection, or</p> <p>31.2.1.2. through a secure file transfer facility provided by the Council (at the date of this Contract such a facility is the Council server hosted AVCO AnyComms), or</p>

	<p>31.2.1.3. through such other method set out in an Information Sharing Agreement entered into pursuant to the ISG Information Sharing Gateway (ISG) login web page the Council operates from time to time, which is referred to under the Data Protection Schedule, or</p> <p>31.2.1.4. through such other method as may be expressly approved by the Council in writing; or</p> <p>31.2.2. in a physical form only be delivered by hand by the Service Provider or a courier approved by the Council.</p>
31.3.	<p>For the avoidance of any doubt, the Parties confirm that they are each independent Data Controllers in relation to any shared Personal Data and that no Party is to be a Data Processor on behalf of any other party. Consequently:</p> <p>31.3.1. Each Party disclosing Data shall be entirely responsible for ensuring that it is permitted to share the Data; and</p> <p>31.3.2. Each Party disclosing Data shall be responsible for the Data while it is in transit to the receiving Party; and</p> <p>31.3.3. Each Party receiving data shall be entirely responsible for ensuring that it processes the Data it receives in accordance with the DPL.</p>
31.4.	<p>The provisions of this Clause 31 shall apply during the continuance of the Contract and after its expiry or termination until the Personal Data which the Council has responsibility for has been returned and/or verified as securely destroyed in accordance with the Data Protection Schedule</p>

Clause 32 TUPE – Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

32.1.	<p>The Service Provider shall provide to the Council within twenty eight days of a request by the Council (whether before or after expiry or termination of the Contract) the under mentioned workforce information for purposes in connection with TUPE, in respect of all employed persons who are carrying out the Service at the time of request or on a date stipulated by the Council, in a form specified by the Council:</p> <p><u>Terms and Conditions of Employment</u></p> <ul style="list-style-type: none"> – Principal Terms and Conditions of Employment – probationary period - if any
-------	--

- retirement age
- pension arrangements
- current pay agreements
- any agreed pay settlements yet to come into effect
- working hours
- annual leave entitlements
- sick leave entitlements
- maternity/paternity leave
- special leave arrangements
- terms and conditions of transfers
- car leasing/loan/allowances
- start date

Basic Data on Employees who may Transfer

- numbers of employees who may transfer and, in respect of each who would transfer, their age, gender, salary rates and reckonable service, working hours
- qualifications achieved by each employee which have a bearing on pay and/or other terms and conditions
- other factors affecting redundancy entitlement
- other factors affecting pension entitlement
- any outstanding industrial injury or other claims
- percentage of their time spent engaged in connection with the performance of the Contract.

Other General Information

- any relevant collective agreement
- sporting, social, welfare or other facilities provided which may be asserted to be employment benefits of employees
- facility time and facilities provided for trade union officials and health and safety representatives
- any other details which the Council may reasonably require to enable the Council to comply with its statutory and other obligations in respect of the re-tendering of the services.

32.2.	The Service Provider shall accept full responsibility for and shall indemnify and hold harmless the Council, its other contractors and its and their employees from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from any infringement by the Service Provider of the TUPE or of EC Council Directive 2001/23/EC.
32.3.	<p>Where the Service Provider shall cease (for whatever reason and whether directly or indirectly) to provide the Service or any part thereof, and the Service or part thereof is thereafter provided by the Council or a successor provider, then should the transfer of the Service or part thereof to the Council or successor provider constitute a relevant transfer for the purposes of TUPE or EC Council Directive 2001/23/EC (a Relevant Transfer”), the Service Provider shall indemnify the Council for itself or as a trustee for the successor provider, in respect of:</p> <ul style="list-style-type: none"> – all salaries and other benefits of the relevant employees relating to employment by the Service Provider or its subcontractor before the date of the Relevant Transfer; and – all costs and losses (including legal expenses on an indemnity basis) arising out of or in connection with any claim against the Council or the successor provider by the relevant employees arising from any act, fault or omission of the Service Provider or its sub-contractor or their staff as the case may be prior to the date of the Relevant Transfer including any claim for breach of contract, redundancy, unfair dismissal, sex, race or disability discrimination, or any other claim within the jurisdiction of an employment tribunal or arising at common law, in tort or otherwise (in all cases whether arising under British or European Law).

Clause 33 Freedom of Information

33.1.	The Service Provider shall comply and shall procure that its Staff, subcontractors and agents comply with the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any Codes of Practice in so far as these place obligations upon the Service Provider in the performance of its obligations under the Contract.
33.2.	The Service Provider and the Council agree that:

	<p>33.2.1. except to the extent information is protected under data protection law and subject to Clause 33.2.3, the Council has the sole discretion to:</p> <p>33.2.1.1. disclose information relating to the Contract or Service Provider to persons requesting such information in order to comply with the Council's obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or other legislation and any associated Codes of Practice; and</p> <p>33.2.1.2. publish any other information which the Council or relevant Government department regard to be in the public interest</p> <p>33.2.2. the Council is at liberty to disclose or publish without consulting the Service Provider information as follows:-</p> <p>33.2.2.1. the name of the Service Provider, the nature of the Service, the overall Prices and details of payments, Invoices and credit notes, whether or not such information is identified in the Freedom of Information Schedule or stated to be supplied in confidence; and</p> <p>33.2.2.2. any other information relating to the Contract or the Service Provider, not identified in the Freedom of Information Schedule or otherwise not stated to be supplied in confidence</p> <p>33.2.3. the Council is at liberty to disclose or publish information identified in the Freedom of Information Schedule or stated to be supplied in confidence, provided that unless the proposed disclosure or publication involves any information referred to in Clause 33.2.2.1 (which may be disclosed or published without consultation), the Council must consult the Service Provider and take its views into account.</p>
33.3.	<p>The Service Provider shall not do anything to cause any infringement by the Council of its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any Codes of Practice and shall facilitate the Service Provider's compliance and comply with any reasonable request from the Council for that purpose.</p>

Clause 34 Publicity

34.1.	The Council reserves the right to call upon the Service Provider to participate in publicity which the Council wishes to organise with a view to publicising the Services. The Service Provider shall agree to participate in any such publicity upon reasonable request by the Council (such agreement shall not be unreasonably withheld or delayed).
34.2.	The Service Provider will not issue a press release with regard to the Services or otherwise publicise the Services or its contract with the Council, without the prior written consent of the Authorised Officer of the appropriate statement.

Clause 35 Survival of Terms

35.1.	Expiry or termination of this Contract or part thereof shall be without prejudice to the Parties accrued rights and liabilities thereunder. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
-------	---

Clause 36 Contract Documents

36.1.	Copyright in the Contract shall vest in the Council but the Service Provider may obtain or make at its own expense any further copies required for use in connection with the provision of the Services and compliance with the Contract.
-------	---

Clause 37 Transfer to Other Providers

37.1.	<p>Upon expiry or termination of this Contract or part thereof for any reason, the Service Provider shall for a reasonable period both before and after any such expiry or termination:</p> <p>37.1.1. promptly provide such assistance and comply with such timetable as the Authorised Officer may reasonably require for the purpose of ensuring an orderly transfer of responsibility, a smooth transfer of the Services and to avoid any inconvenience or any risk to the wellbeing of Service Users;</p>
-------	--

	<p>37.1.2. promptly deliver to the Authorised Officer documents and data in the possession or control of the Service Provider which relate to the Contract; and</p> <p>37.1.3. insofar as it is in the power of the Service Provider to do so, use all reasonable efforts to obtain consents from third parties to the assignment, novation or termination of existing contracts between the Service Provider or any third party which relate to or are associated with the Services as instructed by the Council.</p>
--	--

Clause 38 Suspension of Services

38.1.	<p>In the event of any breach by the Service Provider of its obligations under this Contract, the Council may, without terminating this Contract, by written notice to the Service Provider suspend the provision of Services to any Service Users and make suitable alternative arrangements until such time, as the breach is remedied to the satisfaction of the Authorised Officer. In respect of the period of breach, the Service Provider shall pay to the Council any reasonable additional costs of providing such suitable alternative Services for the Service Users.</p>
38.2.	<p>In the event that the Services are not required by the Service User because of any absence by the Service User, the Service Provider will comply with any instruction given by the Authorised Officer to suspend the provision of the Services from the date specified in such instruction. The Service Provider will be expected to retain the Service User's place in the circumstances referred to in Clause 18. The Council shall have no obligation to make any payment for the period of suspension following notification under this Clause 38.2 except in accordance with Clause 39.</p>
38.3.	<p>Service Providers will be given a minimum of 24 hours' notice of suspension of Services to a Service User. If this notice is not given, the Council will pay the Service Provider for all scheduled visits for the subsequent 24 hour period. Service Providers must identify on their Invoice, which visit was affected following notice being given and the subsequent visit(s) within the 24 hour period, if the Service User remains absent.</p>
38.4.	<p>Where a visit is made by Staff and the Service User is not present and at least 24 hours' notice has not been given to the Service Provider of this absence, the Service</p>

	<p>Provider must immediately attempt to ascertain the whereabouts of the Service User to ensure their safety, and to establish information in relation to any subsequent visits. The Council will pay for all scheduled visits for the first 24 hours following this absence and for any additional time (above the commissioned visit time) the Staff incur in ascertaining the Service Users whereabouts. This includes all unplanned hospital admissions. Service Providers must identify on their Invoice at which visit they discovered the absence and which subsequent visit(s) within the 24 hour period the Service User was absent.</p>
38.5.	<p>Where a visit is made by Staff and the Service User is unwilling to accept the Service or the presence of relatives or friends of the Service User makes provision of the Services unnecessary or inconvenient, and the Service User has not given at least twenty four hours' notice of suspension to the Service Provider (and provided that reasonable endeavours had been taken by the Service Provider to ensure the welfare of the Service User), the Council shall pay the Service Provider for the Services arranged to be provided on that visit. If the Service is not required for all or any scheduled visits within the subsequent 24 hour period, the Council will pay the Service Provider for these visits. Service Providers must identify on their Invoice, at which visit the Service was not required and which subsequent visit(s) within the 24 hour period the Service was not required.</p>
38.6.	<p>The Service Provider may request to suspend provision of the Services relating to a particular Service User or to a particular part of the Services being provided to a particular Service User if, in the reasonable opinion of the Service Provider, the behaviour or threatened behaviour of the Service User, or the behaviour or threatened behaviour of any person in the Service User's household puts the wellbeing of Staff at risk. In such circumstances the Service Provider shall:</p> <p>38.6.1. ensure that any action which can safely be undertaken to protect the Service User is undertaken and;</p> <p>38.6.2. notify the Authorised Officer of the request for suspension by notifying Support Options in writing without delay and;</p> <p>38.6.3. co-operate fully with the Authorised Officer and with any other person involved in assessing and responding to the situation.</p>

38.7.	The Authorised Officer will consider the evidence which supports the request as detailed in Clause 38.6 in conjunction with other stakeholders before any decision to suspend is made by the Authorised Officer. The Service Provider is expected to continue to provide Services until a decision has been reached. It is acknowledged that this may necessitate additional resources, such as extra Staff and amendments to the Kirklees Support Plan in accordance with risk assessments. The Authorised Officer will inform the Service Provider of the decision within the timescales agreed at the time of the request.
38.8.	The Council may also suspend the Services on instruction from the Authorised Officer where expressly permitted to do so under any other Clauses.
38.9.	Neither Party shall suspend the Services except as expressly stated in writing in the Contract or without the prior written consent of the other Party.
38.10.	The Authorised Officer will give 24 hours notice to the Service Provider when it requires the Services to recommence, and the Service Provider will resume the Services from the date and time required in such notice. If less than 24 hours notice is given for the recommencement of Services this must be with the agreement of the Service Provider. However, where Service Users needs have changed significantly or the Service User has been away from home for longer than 4 weeks, and the Service Provider agrees to the recommencement of Services as referred to in Clause 18.1, a reasonable recommencement date for Services will be negotiated with the Service Provider.

Clause 39 Retainers

39.1.	<p>The Council may at its sole discretion, pay a Retainer during absence of the Service User as may be agreed between the Parties in situations where all of the following criteria are met:</p> <p>39.1.1. the Authorised Officer agrees in writing the provision for payment of a Retainer and the reason for this is stated on the Kirklees Support Plan and reflected on the SUS. The Retainer may be agreed when the SUS is agreed or subsequently, for example, at the time of absence of the Service User.</p> <p>39.1.2. the Service User is expected to return home and requires largely the same</p>
-------	--

	<p>Service when they return, or a greater level of Service than previously provided.</p> <p>39.1.3. the Service Provider is not able, in consultation with the Authorised Officer, to make alternative funded arrangements for the deployment of relevant Staff.</p>
39.2.	<p>Before making a decision to pay a Retainer the Authorised Officer may take account of:</p> <p>39.2.1. the level or specific nature of training required to work with the Service User concerned;</p> <p>39.2.2. the special nature of Staff continuity which is required for work with the Service User beyond the general value of Staff continuity required by CQC Guidance for Providers;</p> <p>39.2.3. the evidence provided by the Service Provider of why it is unable to make alternative arrangements for the Staff.</p>
39.3.	<p>A record of the information referred to in Clause 39.1.1 and 39.1.2 above should be included in the Kirklees Support Plan prepared by the Authorised Officer and in the SUS.</p>
39.4.	<p>Payment of Retainers in accordance with the above conditions will be subject to regular review, normally on a four-weekly basis. If payment of a Retainer is to be discontinued following a review a notice period of 7 days will be given to the Service Provider.</p>
39.5.	<p>Where a Retainer is agreed and recorded in the SUS, and all three criteria referred to in Clause 39.1 continue to be met, the Council will pay up to a maximum of 50% of the Price for each day on which the Services would have been provided, until either:</p> <p>39.5.1. the Services are resumed or,</p> <p>39.5.2. the Contract is terminated in whole or in part relating to the Service User, or</p> <p>39.5.3. any of the criteria referred to in Clause 39.1 are no longer met and/or there is a material change in relation to the factors stated in Clause 39.2 since the Authorised Officer decision to pay the Retainer.</p>
39.6.	<p>Retainers will not be paid for practical support tasks such as shopping and social support.</p>

39.7.	For hospital retainers please refer to Appendix 10 Guidance for Payment Process.
-------	--

Clause 40 Termination for Individual Service Users

40.1.	The Council may terminate the Contract in respect of individual Service Users at any time, upon expiry of one week's prior notice to the Service Provider, or forthwith where Safeguarding or quality concerns are evidenced.
40.2.	The Council may terminate the Contract relating to a particular Service User upon giving to the Service Provider notice in writing in the event of a material breach of any terms or conditions of this Contract which is not capable of remedy or in the event of any remediable breach of the terms or conditions of this Contract and such breach has not been remedied within 14 days from the date of issue of a written request to remedy such breach.
40.3.	A request to terminate the Contract relating to an individual Service User (or a number of individual Service Users) by a Service Provider must be the last resort and must be made in writing to the Authorised Officer. No request to terminate the Contract relating to an individual Service User (or a number of individual Service Users) will begin to be considered by the Authorised Officer unless an Early Alert Form(s) Appendix 11) for the individual(s) has previously been received by the Authorised Officer, at least seven working days in advance. The Early Alert Form(s) must detail the reason why the Service Provider is no longer able to meet the needs of the Service User (or a number of individual Service Users) and the action the Service Provider had taken to try to remedy the situation. The Authorised Officer will consider the information provided in the Early Alert Form(s) in conjunction with other stakeholders considering risk; to the individual Service User (or a number of individual Service Users), to staff and to the Council and the Service Providers ability to provide the essential Services.
40.4.	The Service Provider shall continue to provide Services until a decision has been reached by the Authorised Officer. The Authorised Officer will inform the Service Provider of its decision within a reasonable timescale and if possible by the timescales agreed at the time of the request. The decision of the Authorised Officer is final. Service Providers are advised that repeated requests to terminate the Contract relating to an individual Service User (or a number of individual Service Users) will be

	considered in the monitoring process and could lead to termination of the Contract (refer to Clause 41 Termination of Whole Contract).
40.5.	The Contract in respect of a Service User is deemed to be terminated forthwith upon the death of such Service User or when the Service User moves to live permanently out of the Kirklees area or into long term care.
40.6.	In extreme circumstances the Council may, in pursuance of its statutory obligations, instruct the Service Provider to immediately cease Services for any Service User and the Contract shall, to such extent be deemed to be varied or terminated accordingly.
40.7.	In the event that termination is effected by the Council under the provisions of Clauses 40.1 or 40.2, the Council may make alternative arrangements for the provision of the Services to the individual Service Users concerned and charge the Service Provider the reasonable additional costs incurred in providing an alternative service.

Clause 41 Termination of Whole Contract

41.1.	The Council may terminate this Contract at any time after a period of 12 months from commencement of the Contract by giving to the Service Provider at least 3 months' prior written notice. During this notice period the Service Provider will continue to work with the Council to ensure the safe transition of Service Users to another Service Provider.
41.2.	The Service Provider may terminate this Contract at any time after a period of 12 months from commencement of the Contract by giving to the Council at least 6 months' prior written notice.
41.3.	The Council may also forthwith terminate this Contract by notice to the Service Provider in any of the following situations:- <ul style="list-style-type: none"> 41.3.1. if the Service Provider is in material breach of any of its obligations under this Contract (which is not capable of remedy); 41.3.2. in any circumstances set out in any other provisions of this Contract which are expressly stated to entitle the Council to terminate the Contract including without limitation, in the event of termination, revocation, refusal or

	<p>suspension of any Registrations or variation in or attachment of conditions to Registrations as referred to in Clause 7.3;</p> <p>41.3.3. if the Service Provider is guilty of any serious misconduct which the Council reasonably considers to be prejudicial to the Council's interests;</p> <p>41.3.4. if the Service Provider or any of its Staff or agents shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010;</p> <p>41.3.5. in the event that any breach of this Contract by the Service Provider which is capable of remedy is not remedied within the period reasonably specified by the Council;</p> <p>41.3.6. if the Service Provider shall commit any act of bankruptcy or if (the Service Provider being a Company) proceedings shall be commenced for its winding-up, or if a Receiver, Administrative Receiver or Administrator (or notice of intention to appoint an Administrator is given to the Service Provider) or Manager on behalf of a creditor is appointed or if the Service Provider shall make any arrangements or composition with its creditors or shall take or suffer any similar action in consequence of a debt;</p> <p>41.3.7. if the Service Provider undergoes a change of control, where the change of control impacts or may reasonably be expected to impact adversely and materially on the performance of the Contract, provided that the Council has not already agreed to the change of control in writing and the Council's right to terminate the Contract under this Clause 41.3.7 is exercised within 6 months of the change of control. References in this Clause 41.3.7 to a change of control are to be understood within the meaning of Section 416 of the Income and Corporation Taxes Act 1988.</p>
--	---

Clause 42 Consequences of Termination of Whole Contract

<p>42.1.</p>	<p>Upon termination by the Council in accordance with Clause 41.3 without any prejudice to any other remedies the Council may have, the Service Provider:</p> <p>42.1.1. shall forthwith cease to perform any of the Services;</p>
--------------	--

42.1.2. shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of Contract by the Service Provider;

42.1.3. shall fully and promptly indemnify and compensate the Council in respect of the cost of or arranging to be performed such Services as would have been performed by the Service.

Data Protection Schedule

1. Introduction

- 1.1. In order to ensure compliance with the GDPR the Council will require all Service Providers to adhere to the following ***Memorandum of Understanding (“MoU”)***
 - 1.1.1. The Service Provider agrees to process Personal Data in accordance with their own information governance policies and procedures, or as directed by the standards applicable to the information being processed.
 - 1.1.2. Where applicable, Service Providers are committed to undertaking, following and complying with the Data Security and Protection Toolkit as a minimum to the mandatory expected requirements. Where the mandatory expected requirements have not been met, there should be an action plan for necessary improvements agreed with the Council. Where another Information Governance Assurance Framework applies, Service Providers will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with the Council.
 - 1.1.3. Service Providers shall appoint a responsible / accountable officer who will ensure the protection of personal information (for example a Caldicott Guardian or Senior Manager responsible for Data Protection).
 - 1.1.4. Service Providers will take appropriate organisational and technical measures towards compliance with the DPL, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000, and any other national guidance and rules around processing Personal Data and any other relevant legislation.
 - 1.1.5. Service Providers are committed to identifying, documenting and risk assessing their Data flows with any mitigating actions defined and agreed.
 - 1.1.6. Service Providers are committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Information Security, Records Management and Freedom of Information.
 - 1.1.7. Service Providers will promptly notify the Council of any information governance breach, vulnerability or threat that could affect the security of the Personal Data being shared.
 - 1.1.8. Service Providers will agree, security clearances permitting, to allow the Council to carry out audits or visits to confirm compliance with agreed assurance requirements.
 - 1.1.9. Service Providers commit to ensuring that the Personal Data is shared in a safe and secure manner meeting the agreed purpose of the sharing.
 - 1.1.10. Any requests for information under the Freedom of Information Act 2000 or the DPL should be directed to the original organisation's FOIA officer/data protection officer.

1.1.11. Service Providers may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original Data Controller.

2. Data Sharing

2.1. In order to facilitate and govern the efficient, effective and secure sharing of good quality information and compliance with the GDPR, the Council will invite the Service Provider to register on the **Information Sharing Gateway (“ISG”)**:

[\(Information Sharing Gateway \(ISG\) website\)](#)

2.2. The ISG is governed by the MoU as included within the introduction of this Data Protection Schedule.

2.3. Failure to adhere to this MoU, or rectify any default on the MoU to the satisfaction of the Council within two (2) weeks will be viewed, in line with **Clause 41 (Termination of Whole Contract)** of the **Terms and Conditions of Contract**, as a sufficient reason for termination.

2.4. The use of the ISG will be underpinned by individual **Information Sharing Agreements (See Information Sharing Agreement attached to this Schedule)** that will govern Data sharing transactions between the Parties and their partners.

2.5. Information will only be used for the purposes stated and as detailed in individual Information Sharing Agreements.

2.6. No individual Information Sharing Agreement developed during the Contract Period will be valid or of any effect unless agreed by the Authority Representative (or his/her nominee) and the Service Provider Representative (or his/her nominee) and all the relevant details have been completed.

2.7. Each and every Information Sharing Agreement agreed by the Parties during the Contract Period shall form a separate addendum to this Contract.

2.8. The implementation and ongoing use of the ISG will be at the discretion of the Council. The use of the ISG will be reviewed, as a maximum, on an annual basis.

Annex - Information Sharing Agreement

No.	<u>[INSERT SEQUENTIAL NUMBER FOR EACH INFORMATION SHARING AGREEMENT]</u>	
Originator of Data		
Recipient of the Data		
Type of Data being shared		
Specific Details on Data being shared	Service Users/Customer/Constituent/Client Data	
	Name, Date of Birth, Gender	
	Identifying numbers (E.g. National Insurance Number, NHS No., etc.)	
	Address, telephone number, email addresses, contact details	
	Photographs and/or video images	
	Next of Kin, Emergency Contact, Carer Details	
	Other (Should only be shared where there is a justifiable purpose)	
	Staff/Personnel Data	
	Name, Job Title, Work Base, Work Team, Line Manager	
	Identifying numbers (E.g. Employee/Payroll No.; National Insurance No.)	
	Photographs and/or video images	

	Home Address, Date of Birth and Next of Kin	
	Full Employment Record	
	Other (Should only be shared where there is a justifiable purpose)	
Is the Data 'person identifiable'?		
Has explicit consent been given and recorded?		
Has implied consent been recorded?		
Is the Data Subject aware that sharing will take place?		
Is the Data anonymised?		
Purpose for sharing Data		
Legal basis for sharing Data		
Benefit(s) of sharing Data		
Risk factors involved with sharing Data		
Desired outcomes from sharing Data		
Limits and/or restrictions on sharing		
Is Protective marking/Classification relevant to this Data	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	If "Yes" to what level:	
	1. Top Secret	<input type="checkbox"/>
	2. Secret	<input type="checkbox"/>
	3. Confidential	<input type="checkbox"/>



Service Specification for the Provision of Home Support Services (via Dynamic Purchasing System)

Service Specification for the Provision of Home Support Services

Contents		pages
1	Introduction	62
2	Regulatory Requirements	62
3	Service Objectives	62
4	Allocation of Work to Service Providers	63
5	Service Capacity	64
6	Staffing	64
7	Office Location	65
8	Electronic Call Monitoring (ECM)	65
9	Contract and Quality Monitoring	66
10	Description of Home Support Services	66
11	Details of Basic Care and Support Tasks as outlined in Section A of this Specification	70
12	Pricing Information	76

Service Specification for the Provision of Home Support Services

1. Introduction

This Service Specification in conjunction with the Contract Terms and Conditions and other documents which form this Contract, define the Council's minimum requirements for Service Providers who provide Home Support Services purchased by the Council. It details the standards and outcomes that must be achieved and describes how these will be evidenced and monitored.

The Home Support Service in Kirklees will provide care and support to adults aged 18 and over, who have been assessed to meet the Council's eligibility criteria. This includes (but is not limited to) adults who have assessed care and support needs associated with older age, sensory impairment, dementia, learning disability, physical disability, physical ill health, chaotic lifestyles, substance misuse and mental illness.

The Council has developed and produced this Service Specification in consultation with key stakeholders including Service Users, Carers, Service Providers and neighbouring Councils.

2. Regulatory Requirements

The Service Provider must be registered with the Care Quality Commission (CQC) and deliver Services in accordance with the registration requirements of the CQC, complying with all relevant regulations and best practice guidelines. The CQC Guidance for Providers for health and social care underpin the requirements and quality standards within this Specification.

The Council reserve the right not to award a contract to any Service Provider who has an overall CQC rating of "inadequate" at the contract award stage applied at the home support office the Service Provider initially intends to mobilise the Contract from.

3. Service Objectives

- ❖ To support Service Users to improve their quality of life; helping them to live the life that matters to them, maximising their independence, promoting their health and wellbeing and supporting them to remain safe and comfortable, maintaining their individual dignity, privacy, freedom of choice and treating them with respect.
- ❖ To take a strength or asset based approach with a strong emphasis on maintaining and developing abilities and skills with a 'supporting to' rather than 'doing for' approach. There will be a focus on the principles of enablement, maintenance, recovery and self-care and on improving resilience to deal with potential health and social care needs in the future. The focus will be on what the Service User can do rather than what they cannot do.
- ❖ To be person centred; meeting needs and outcomes holistically and with innovation, including addressing social, cultural and religious needs.
- ❖ To implement effective, positive risk management within a framework of information and appropriate consent.

- ❖ To sustain the support offered to them by their Carers and Representatives and their local communities.
- ❖ To work in partnership with Service Users' and Carers, other service providers and internal and external partners to maximise continuity of care and potential for Outcomes to be met
- ❖ To reduce hospital admissions and facilitate timely hospital discharge whenever possible.
- ❖ To signpost Service Users into other appropriate services and community activities.

4. Allocation of Work to Service Providers

There are two categories of new referrals to the Service:

- ❖ People who are living in their home in the community (known as community referrals).
- ❖ People who are being discharged from either hospital or the Council's Short Term and Urgent Support Team (STUST) (known as hospital/STUST discharge referrals).

New referrals will be allocated using the following process:

- ❖ The Service Users home postcode is recorded.
- ❖ In the first instance, referrals will be made to those Service Providers that currently operate in that postcode area e.g. WF14 8, HD9 5, BD12 7.
- ❖ Offers on community referrals must be made on the 'Kirklees Council DPS Package Referral Form' within 24 hours of the referral being made by Support Options, and the Service commenced within 72 hours of the initial offer unless otherwise agreed.
- ❖ Offers on hospital/STUST discharge referrals must be made on the 'Kirklees Council DPS Package Referral Form' within 2 hours of the referral being made by Support Options, and the Service commenced within 24 hours of the initial request or within 72 hours as a maximum, unless otherwise agreed e.g. to arrange essential equipment/staff training.
- ❖ Where two or more Service Providers make offers on a referral, Support Options will consider and prioritise the following criteria (in descending order) when making a decision regarding the successful Service Provider:
 1. Whether a Service Provider has confirmed that they can meet the additional needs as detailed in the 'other important information' section of the Kirklees Council DPS Package Referral Form.
 2. Whether a Service Provider already has commissioned packages of care in that postcode area.

3. Whether a Service Provider has confirmed that they already have a sufficient number of suitably qualified, competent and experienced staff to provide the package of care.
4. Whether the package of care will fit into an already established round.
5. A Service Provider's CQC rating - priority will be given to 'outstanding' and 'good' providers.
6. Whether a Service Provider can meet the preferred time banding(s)

Service User choice will then be accommodated as far as is reasonably practicable from the eligible list of Service Providers.

- ❖ Support Options will confirm the outcome to those Service Providers that have made an offer on the referral, either to confirm that they have been successful or otherwise.
- ❖ Where a referral results in two or more Service Users being in receipt of a care package in the same household, the referral will initially be made to the Service Provider who already provides support at the household if requested by the Service User.
- ❖ Where a new referral does not result in offers made within the stated time period, the referral will be offered to Service Providers operating in the wider postcode area e.g. WF4, HD9, BD12.
- ❖ Where the process fails to secure a Service Provider the package of care will be placed on the Waiting List. The Waiting List will be shared with all providers weekly as a minimum.

Service Providers are advised that repeated and prolonged failure to accept referrals or misrepresentation of information on the referral form will be considered in the contract and quality monitoring process and could lead to termination of the Contract (see Clause 41 Termination of Whole Contract).

5. Service Capacity

The Service Provider must ensure that they have the capacity and capability to deliver Services 365 days per year (366 in a leap year). The Service Provider must be able to demonstrate flexibility in deploying Staff across geographical areas and hours of Service at all times. The Service Provider must conduct regular reviews of Staffing levels and resources especially at times of increased demand to include winter pressures, Bank Holidays and school holiday periods.

6. Staffing

The Service Provider must ensure:

- continuity in relation to the Staff who provide the Service to each Service User.

- efficient Staff schedules are in place which allow sufficient travel time between visits
- effective recruitment procedures that include checking and recording all required information (DBS's, references, etc.)
- sufficient Staff with the appropriate skills, qualifications and experience to meet the assessed needs of the Service Users.
- Staff at all levels have undergone all mandatory training requirements in accordance with the Care Act 2014, Skills for Care and Care Certificate induction training. Appropriate Shadowing of experienced Staff will be evidenced along with refresher training and Service User specific training, including any specialist training to meet the needs of their Service Users, this must include being able to meet the needs of Service Users with dementia. Also evidence will be available that Staff's competency has been checked - refer to the Skills for Care website for more information - [Skills for Care website](#).
- Staff are sufficiently supported, supervised and managed and communication systems between all Staff are effective and responsive to the needs of Service Users and their Carers.
- an effective Manager who is suitably qualified and experienced and who is registered with the Care Quality Commission and has a "Leadership and Management Award" or equivalent (or is working towards).
- an adequate number of appropriately trained senior Staff members, proportionate to the number of hours of Service being delivered, who are not providing direct care and support to Service Users (approximately 600 hours of weekly work per trained senior Staff member, e.g. coordinator or equivalent).

7. Office Location

The Service Provider is expected to operate from an office base which allows a physical presence in the area in order to demonstrate:

- the ability to visit Service Users and Carers at home to carry out introductory visits, investigate complaints, etc.
- local management – readily accessible to Staff and Service Users
- local recruitment
- local Staff
- an understanding of the locality
- links with integrated teams and other associated professionals in the locality
- reduced travel for Staff attending the office for meetings, supervisions, to collect Personal Protective Equipment (PPE), etc.
- the ability to supervise and support Staff in the workplace

8. Electronic Call Monitoring (ECM)

Service Providers will have an ECM system available from the commencement date of the Contract which provides information and data in a format specified by the Council as referred to in Appendix 4.

9. Contract and Quality Monitoring

The Council takes a risk analysis based approach to contract and quality monitoring taking into account any combination of but not limited to the following:

- Feedback from Service Users and/or their Carers and Representatives (e.g. home visits, telephone feedback, questionnaires, etc.)
- Liaison with Service Providers - office visits (which can be unannounced), audits of records, meetings etc
- Feedback from other partners, internal and external
- Care Quality Commission inspection ratings and feedback
- Feedback from Provider Staff
- Analysis of ECM Information
- Frequency and regularity of attempts made to terminate provision of the Service to individual service users or multiple service users'

Areas of good practice will also be highlighted and may be shared with other Service Providers.

Refer to the Contract and Quality Monitoring Tool in Appendix 2 which is the tool used to inform Contract and Quality Monitoring.

10. Description of Home Support Services

The Service will be available at the time of day which meets the needs and reasonable choices of individual Service Users. Service Users will be given approximate visit times with an understanding that these times can differ by up to thirty minutes later or thirty minutes earlier. Service Users are contacted by a representative of the Service Provider if their visit time differs by more than an hour from their approximate visit time. If a temporary or permanent change needs to be made to the approximate visit time, this time must still meet the Service User's needs and the Service User must be informed.

Service Users and/or their Carers and Representatives are informed of changes to Service delivery relating to Staff, visit times, duties to be carried out, etc.

Service Providers must submit reports, supply requested information and attend meetings as part of a review, reassessment, Business Continuity, Safeguarding and complaints process. All meetings, including Service Provider Forums must be

attended by a senior Staff member who has the knowledge, skills and authority to act on behalf of the Service Provider.

Service Providers must work in partnership with other people involved in the care and support of the Service User to ensure the Service User's needs are met, e.g. Social Workers, Support Options Officers, Health Workers, other Service Providers, etc.

Business Continuity Plans must be in place to ensure that disruption to Service Users Service is kept to an absolute minimum in the event of a major incident, severe weather or disaster affecting the Service including the Service Providers premises.

In order to achieve required Outcomes, the Service Provider shall undertake a range of tasks and activities, the following is a description of the activities and tasks that Staff may be required to perform to meet a Service User's individual care and support needs.

A. Basic Care and Support Tasks

These are a range of tasks that all Staff can undertake following the Service Providers induction. Induction training must include how dignity, privacy, choice and independence promotion is incorporated into supporting Service Users with these tasks. All Service Providers will deliver these tasks and be responsible for sourcing and funding the training and for checking competence. The tasks include:

- ❖ washing, bathing , showering, bed bathing and strip washing
- ❖ hair care including washing, drying, brushing, etc.
- ❖ dressing and undressing and assisting/prompting to change clothes
- ❖ shaving with an electric shaver (wet shaving if risk assessed)
- ❖ supporting with mobility and transfers, including getting in and out of bed, transferring from a chair/wheelchair to a commode and utilising any equipment the Service User has been assessed for, e.g. hoists, stand aids, turners, glide sheets, handling belts, etc.
- ❖ supporting with Tens Machine
- ❖ supporting with surgical stockings and specialist footwear
- ❖ supporting with menstruation care (supporting to apply/change/dispose of pads)
- ❖ supporting with appliances, e.g. spectacles, hearing aids
- ❖ filing nails (and finger nail cutting for Service Users not diagnosed with diabetes, peripheral vascular disease or other health issues that the Service Provider's risk assessment may deem inappropriate.)
- ❖ oral hygiene including denture and mouth care
- ❖ support to eat and drink if the Service User is not at risk of choking
- ❖ preparing meals and drinks
- ❖ **supporting to take oral medication (tablets, capsules and liquid medication)**
- ❖ **supporting with eye drops/ointment, nose drops and eardrops**

- ❖ **supporting with the application of barrier creams to the skin (non-medicated)**
- ❖ supporting with the management of continence, e.g. toileting, using a commode or urine bottle, support to correctly fit pads, etc.
- ❖ disposal of clinical waste
- ❖ support with practical tasks, for example, collect monies, shopping, domestic work, laundry, fire lighting, etc.
- ❖ focussed visiting services (call-ins)
- ❖ night working (Sleeping Night and Waking Night)
- ❖ infection control
- ❖ falls prevention
- ❖ pressure area care/tissue viability
- ❖ support with mental health (supporting Service Users who have dementia, etc.)
- ❖ support outside the home
- ❖ end of life care

NB: Tasks in bold are medication tasks

It must be noted that medication tasks such as ear, eye and nose drops will only be delivered by Service Providers where they are already providing an existing package of care and support, and where delivery of the medication tasks are possible based on the visits required for other basic care and support tasks. Also, where social care is discontinued and no longer being provided by the Service Provider, delivery of ear, eye and nose drops tasks will revert back to being provided by a Health Worker.

Please note this list is neither exclusive nor exhaustive.

B. Health Related Tasks and/or Complex Situations

The Service Provider will consider **the support, clinical oversight, training and competence checking offered by the Health Worker** when making the decision about undertaking these tasks. If the support, clinical oversight, training and competence checking is appropriate, it is an expectation that Staff can undertake these tasks. The Service Provider should consider if joint risk assessments with a Health Worker are required. The tasks include:

- ❖ **supporting with the application and safe disposal of medicated patches (T)**
- ❖ **supporting with inhalers (I)**
- ❖ **supporting with nebulisers (T)**
- ❖ **supporting with medication via a Percutaneous Endoscopic Gastrostomy (PEG) (I)**
- ❖ supporting with feeding via a Percutaneous Endoscopic Gastrostomy (PEG) (I)
- ❖ supporting with oxygen therapy (I)

- ❖ stoma care – emptying and changing colostomy bags, etc. **(I)**
- ❖ catheter care – emptying and changing bags, monitoring urinary output **(T)**
- ❖ support with condom catheters **(T)**
- ❖ support to eat and drink if the Service User is at risk of choking **(I)**
- ❖ supporting to check blood sugar levels (but not to support to give insulin) **(T)**
- ❖ supporting with prosthetics/callipers, etc. **(I)**
- ❖ application of a simple dressing to cover a wound/broken skin (whilst health input is sourced) **(T)**

NB: Tasks in bold are medication tasks

(I) Denotes training is required for each *individual* Service User

(T) Denotes that once trained, the skill is *transferable* for other Service Users

Please note this list is neither exclusive nor exhaustive.

C. Health Worker Tasks

In most circumstances these tasks are inappropriate for Staff to undertake. If a Health Worker wishes to delegate these tasks acceptance is at the discretion of the Service Provider. **The Service Provider will consider the skills and abilities of their Staff, and the support, training and competence checking offered by the Health Worker** when making the decision about undertaking these tasks. Joint risk assessments with a Health Worker are advisable if any of these tasks are undertaken by Staff. These tasks include:

- ❖ **administering Injections**
- ❖ **inserting pessaries/ suppositories, etc.**
- ❖ **syringe drivers – setting up and changing of and dosage changes**
- ❖ **support to check blood sugar levels to determine insulin dosage**
- ❖ toenail cutting and chiropody, and fingernail cutting for diagnosed diabetics or Service Users with peripheral vascular disease
- ❖ sterile dressing technique
- ❖ treatment of pressure ulcers or any other wounds
- ❖ removal / replacement of urinary catheters
- ❖ insertion of tampons
- ❖ support to eat and drink if the Service User is at risk of choking and likely to require suctioning
- ❖ suctioning

NB: Tasks in bold are medication tasks

If a Service Provider agrees to carry out a task in this Section C, training and competence checking for each individual Staff member with each individual Service User is necessary.

Please note this list is neither exclusive nor exhaustive.

11. Details of Basic Care and Support Tasks as outlined in Section A of this Specification

Supporting/Assisting with Eating and Hydration

Service Users are enabled to eat and drink as independently as possible. Staff provide the following support as required:

- ❖ Verbal prompting to eat and drink
- ❖ Support to access equipment to assist them to eat and drink independently
- ❖ Ensuring food and drinks are available and accessible between visits according to the Support Plans.
- ❖ Actual feeding/assisting to drink
- ❖ Liquidising/microwaving food as appropriate
- ❖ Adding thickening supplements (e.g. Nutilis) to drinks and other liquids (i.e. soup) as directed by the Speech and Language Therapist assessment

The Service Provider shall ensure that Staff have been trained and instructed in feeding and swallowing techniques (if the needs of the Service User necessitate this) and shall have:

- ❖ An explicit account of the procedure in the Support Plans
- ❖ The informed consent of the Service User and where appropriate their Carer and/or Representative
- ❖ Service Users who are at risk of choking can only be supported following the completion of a joint risk assessment involving the Service User and where appropriate their Carer and/or Representative, Health Worker and Authorised Officer as required. In addition, training for Staff from a Health Worker must be given and competence demonstrated.

Staff must record and report any concerns relating to eating and drinking to the appropriate person (Line Manger and/or Health Worker). Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Meal and Drink Preparation

Service Users are supported to prepare their own food and drinks wherever possible.

- ❖ Staff must prepare meals which meet the need for an adequate, nutritious and varied diet in accordance with the Service Users financial, social and cultural preferences as detailed in their individual Support Plans.

- ❖ Staff must prepare and make available drinks that sufficiently meet the hydration needs of Service Users.
- ❖ Food must be of the amount and consistency most suited to the Service Users tastes and dietary needs.
- ❖ The necessary support must be given to wash all implements and to clean work surfaces, etc.
- ❖ Staff must have received training regarding basic food hygiene and nutrition.
- ❖ Staff must check for and remove out of date food with the permission of the Service User and where appropriate their Carer.

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Medication

Service Users are supported with medication by their preferred method wherever possible, e.g. original bottles and packets, etc.. Joint risk assessments with a Health Worker will determine if the Service Users preferred method is safe. The Support Plans will clearly describe the level of support required with medication for the Service User. For further information on medication support refer to Appendix 2 Outcome 9.

Managing Continence

Support to manage continence may include the following:

- ❖ Use of the toilet, commode or bed pan including necessary cleaning and safe disposal of waste
- ❖ Catheter care – emptying and changing urine collection bags
- ❖ Supporting with condom catheters
- ❖ General catheter care hygiene (appropriate personal washing)
- ❖ Changing incontinence sheets
- ❖ Changing incontinence pads and correctly fitting them
- ❖ Being aware of factors which may interfere with ineffective absorbency of pads such as ill-fitting underwear or the use of inappropriate barrier creams
- ❖ Placing pads in appropriate bag for disposal

Staff must have received training in infection control and utilise the appropriate PPE to perform these tasks. Staff must also be aware of factors which pre dispose individuals to incontinence such as infections and constipation so that help and advice at an early stage can be sought from the appropriate Health Worker.

Disposal of Clinical Waste

Clinical waste must be double bagged and placed in an outside bin at the earliest opportunity. Staff must wear gloves when handling clinical waste. If there are excessive amounts of clinical waste (the equivalent of more than one carrier bag full per day) the district nurse must be contacted for advice as it may be appropriate for the nurse to arrange a clinical waste disposal service.

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Practical Support Tasks

This category covers the full range of domestic tasks associated with the running of a household which may be provided as part of a personal care and support package. Unless otherwise specified in the Kirklees Support Plan, this shall be confined to the rooms used by the Service User. This list is not exhaustive but may include:

- ❖ Making beds and changing bed linen
- ❖ Cleaning surfaces
- ❖ Cleaning kitchen area, this may include washing up, defrosting the fridge/freezer and cleaning the oven
- ❖ Cleaning floors e.g. vacuuming or washing
- ❖ Cleaning bathroom and toilet areas
- ❖ Changing curtains
- ❖ General cleaning tasks
- ❖ Lighting fires/turning on heating
- ❖ Disposal of household and personal waste
- ❖ Feeding pets
- ❖ Assisting with the consequences of household emergencies, including liaison with local contractors
- ❖ Ensuring that the Service User is comfortable according to the room temperature (warm in cold weather and cool enough in very hot weather)
- ❖ Monitoring general safety and welfare and making any necessary referrals for example, to the fire service.
- ❖ Assist in the routine care of pets (including guide dogs) e.g. emptying litter trays, feeding, etc. if specified in the Support Plans.
- ❖ Dealing with correspondence, including completing shopping lists
- ❖ Handling payment of bills, collection of social security benefit and money from Kirklees Client Financial Affairs Office on instruction from the Authorised Officer, and in accordance with the Service Provider's policy and procedure for handling monies.
- ❖ Supporting with budgeting
- ❖ Collecting shopping in accordance with the Service Provider's policy and procedure for handling monies.
- ❖ Ensuring that the household is secure and safe by checking windows are shut, doors locked, electrical items switched on or off as appropriate etc.
- ❖ Before leaving the Service User Staff should ensure the following (as appropriate to the Service User needs):
 - the household is secure e.g. windows shut, doors locked, etc.

- the household is safe e.g. curtains/blinds are open or shut, electrical and gas items are on or off as appropriate, etc.
 - the heating is set at an appropriate/comfortable temperature
 - the Service User has items within reach e.g. carephone pendant, door entry system control, medication, telephone, TV remote control, hearing aids, spectacles, dentures, walking aids, commode/urine bottle, food and drink, etc.
 - any assistive technology is activated and in working order
- ❖ Recording and reporting any concerns to the Manger.

When supporting Service Users with practical tasks, Service Users shall be encouraged and enabled to maintain optimum independence.

Laundry Services

This category covers the full range of laundry service and may be provided as part of a personal or domestic care and support package which may include:

- ❖ washing, airing, drying, ironing and storage of the Service Users clothing and household linen
- ❖ bagging up items for laundry service
- ❖ taking clothes to the dry cleaners
- ❖ using housing complex laundry facilities

When supporting Service Users with practical tasks, Service Users shall be encouraged and enabled to develop optimum independence with all practical support.

Focused Visiting Services (Call-ins)

A 'call-in' shall consist of checking on the Service User's well-being and/or undertaking a task which could require several minutes. These visits are intended to remind (prompt) the Service User and to monitor risk where this has been identified in the Kirklees Support Plan.

Changes to eligibility criteria may necessitate the utilisation of assistive technology to meet Service Users needs as an alternative to the above focused visited services where appropriate.

Night Working (Sleeping and Awake)

In certain circumstances, there may be a requirement for the provision of a night service to ensure the needs of particularly frail or vulnerable Service Users are met and/or to support Carers. The requirements for these services will be identified during Assessment and will be outlined in the individual Kirklees Support Plan. Depending on the needs of the Service User and/or their Carer, the night service may require the Staff member to remain awake throughout the night or to sleep and only be disturbed as and when assistance is required.

The night care and support service is likely to include the personal care and support tasks listed in the above categories. In addition, this may require the Staff member to remain in

the same room as the Service User to ensure his/her specific needs are met throughout the night.

24 Hour Service

In some cases there may be a need for the provision of 24-hour care and support. The 24-hour service is likely to include the personal care and support tasks listed in the above categories. In addition, the Service Provider shall comply with the following provisions:

The Service Provider shall ensure that their Staff provide their own food and drink whilst on duty and shall not use the Service User's supplies. However, Staff may, with the consent of the Service User, make use of food and drink preparation equipment.

Infection Control

When carrying out all personal care support, the following applies:

- ❖ Staff are provided with/have access to, and appropriately utilise personal protective equipment which includes latex gloves, plastic aprons and eye protection such as goggles (goggles must be made available for emptying commodes, etc. but Staff may choose not to wear them). Gloves and aprons must be worn for all personal care and support and can only be used once, in one household before disposal.
- ❖ Anti-bacterial hand gel must have 60% alcohol content and must be provided along with paper towels, for households identified on the risk assessment as having inadequate hand washing facilities.

Staff must have received training in infection control during induction

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Falls Prevention

Service Providers must:

- ❖ Carry out a risk assessment of the environment and the Service User and apply appropriate control measures to minimise the risk of falls
- ❖ Ensure that Staff are aware of any condition which may predispose a Service User towards increased falls, e.g. infection, deteriorating vision, deteriorating mobility, neglecting to use mobility aids, a change in medication etc.
- ❖ Ensure that Staff are aware of any environmental factors which may contribute to increased falls e.g. pets, worn floor coverings, cluttered rooms etc.
- ❖ Have effective reporting procedures in place to ensure that Staff alert their line manager to any newly identified risks which may result in falls and the line manager acts on these alerts.

It is recommended that falls prevention training is included in Staff inductions wherever possible and reinforced at team meetings.

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Pressure Area Care

Early detection of pressure ulcers developing and reporting to the appropriate Health Worker must be done. Prevention must always be taken for example, personal hygiene, good continence management, turning Service User's in bed to relieve pressure, following the movement and handling plan to ensure correct handling and avoiding friction of the skin, encouraging adequate balanced diet and fluid intake, etc.

(This does not include cleaning or applying dressings to pressure ulcers.)

It is recommended that training on basic pressure area care is included in Staff inductions wherever possible and reinforced at team meetings.

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

Support with Mental Health

Staff will promote the mental health of the Service User in the manner described in their Support Plans.

All Staff will undergo basic training in supporting Service Users with Dementia during induction. Additional more in depth training will be provided to those Staff as required to meet the needs of individual Service Users they are supporting.

Where advanced training skills are required, it is envisaged that support will be offered to Staff from an appropriate specialist Health Worker. Alternatively the employment of a more specialist service provider may be appropriate.

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary

Support Outside the Home

Support may be required outside the home environment which may be for socialisation or to provide support with practical tasks such as collecting shopping, paying bills, attending appointments with Health Workers, etc. Details will be documented on the Support Plans and must be followed. The Service Provider must ensure:

- ❖ that any insurance policy covers Staff performing duties related to the Service that are provided in the community outside the Service Users home
- ❖ Staff providing support outside the home must have the necessary skills and training required to respond to situations which may occur outside the home e.g. first aid skills.
- ❖ risk assessments must be in place as appropriate and followed
- ❖ arrangements for transport must be clear and agreed before the Service commences, e.g. if using the Staff member's car - insurance must be appropriate and petrol costs accounted for.
- ❖ arrangements for expenses must be clear e.g. clarity on who is responsible for paying for any admission fees, transport costs, meals, etc.

End of Life Care

Staff must work cohesively with the Service User and where appropriate their Carer and/or Representative and Health Workers to ensure that the wishes of the Service User are adhered to in relation to their end of life care.

The Service Provider must:

- ❖ ensure Staff at all levels have been appropriately trained and possess the skills and experience required for working with the Service Users and their Carer and/or Representative who have supportive and palliative care needs.
- ❖ work collaboratively with the multi-disciplinary team, working with, for example, GPs, District Nurses, Macmillan Clinical Nurse Specialists, Community Matrons and Carers Support Services.
- ❖ have the flexibility and responsiveness to meet the changing needs of Service Users and their Carer and/or Representative to enable Service Users with End of Life Care needs to remain living in their own homes
- ❖ aim to avoid the admission of the patient into hospital where this is the choice of Service Users and their Carer and/or Representative
- ❖ make a service available during the day and/or night (night services will be negotiated for individual Service Users as required)

Referral to the appropriate specialist Health Worker for advice, guidance and support must be made without delay, where necessary.

12. Pricing Information

Fixed Hourly Rate

A fixed hourly rate will be paid as detailed at Current Pricing Information in Appendix 1 of The Information and Instructions for Applicants. This hourly rate includes Waking Nights and any enhancements for evenings, weekends and Public Holidays.

The fixed hourly rate has been calculated to enable Service Providers to pay:

- a minimum hourly rate of at least the National Minimum Wage will be paid to Staff who deliver direct Service
- travel time and travel expenses between Service visits
- pension contributions
- annual leave
- national insurance

Rural Hourly Rate

An enhanced Rural Hourly Rate will be paid for each Service visit carried out by Staff in the geographical locations highlighted on the maps in Appendix 7.

Night Services

Sleeping Nights of 8 hours duration will be paid a single payment per night as detailed at Current Pricing Information in Appendix 1 of The Information and Instructions for Applicants.

Complex Care and Support

In circumstances where the Authorised Officer assesses that a Service Users needs

or lifestyle is of a more complex nature, the Council reserves the right to pay a higher hourly rate. Service Users that fall into this category will require sufficiently trained and skilled Staff that in addition to the individual's Service Users complex needs, will also be able to manage challenging and complex behaviors and situations requiring highly structured packages of support. These complex packages of support will be devised by specialist Health Workers and the Council.

Appendix 2 Contract and Quality Monitoring Tool

INDEPENDENT SECTOR HOME SUPPORT PROVIDERS QUALITY MONITORING TOOL

(to be completed by the Contract Officer at the Contract and Quality Monitoring Meeting)

PROVIDER:

DATE(S) OF VISIT:

CONTRACT OFFICER/S PRESENT:

Personalised Support

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • Being respected, valued and treated with dignity 	<ul style="list-style-type: none"> • Is there a process to ensure peoples choices, human rights, privacy, diversity, independence, health and well-being needs are considered and respected? • As appropriate do Support Plans evidence Service Users are supported (or support is offered) to be involved individualised activities that may benefit their health and well-being? • Have Staff received training in the principles of dignity, human rights and person-centred support and understand the effects of their behaviour and actions on Service Users feeling excluded/not respected/not valued/not treated with dignity etc? 		<ul style="list-style-type: none"> • SUQV's/returns • Support plans • Risk Assessments • Office logs • Daily records • Dignity/human rights/person centred care training • Quality assurance information e.g. Service User surveys; audits; complaints • Review/Matrix • Rotas/Timesheet s/ECM data • Dated records of referrals to other services 	
<ul style="list-style-type: none"> • Being supported by a consistent number of Staff 	<ul style="list-style-type: none"> • Is there evidence of continuity of Staff? 			
<ul style="list-style-type: none"> • Being involved in the Assessment which results in the 	<ul style="list-style-type: none"> • Is there a process to gather and record information to establish individual needs, wishes, preferences and 			

Personalised Support

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
production of a support plan in which their needs, wishes, preferences and personal Outcomes are agreed.	personal Outcomes prior to start of service? <ul style="list-style-type: none"> Do Service Provider Support Plans reflect current services, care needs, social needs, personal Outcomes and preferences and are these documents the same in the home as in the office? 			
<ul style="list-style-type: none"> That changes in needs are addressed as they occur, and that Support Plans and risk assessments are reviewed as needs change. 	<ul style="list-style-type: none"> Do reviews take place and are records updated as Service Users' needs change? Is there a schedule of annual reviews for Service Users that is implemented? Is there evidence that Service Users/Carers/Representatives/relevant professionals are invited to annual reviews and involved in the Assessment and care planning and review process as appropriate? Is there evidence that a robust auditing process of daily records is in place? 			

Personalised Support

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • Having a say in the time their care and support is provided and by whom. 	<ul style="list-style-type: none"> • Do Service Users have call times which meet their needs and call times do not differ significantly from day to day? 			
<ul style="list-style-type: none"> • Having their confidences respected and personal information handled appropriately. 	<ul style="list-style-type: none"> • Is there evidence that confidences are respected, and personal information handled appropriately? <ol style="list-style-type: none"> 1. Have Staff been issues/reissued as necessary with the confidentiality policy/statement? 2. Is there a secure method to communicate Service Users' personal information to Staff on a need to know basis? 3. Does information provided on Staff rotas include only information essential to deliver the service? • Are key safe numbers stored securely with limited access and are only issues to Staff on a 'needs to know basis'? 			
<ul style="list-style-type: none"> • A reliable service 	<ul style="list-style-type: none"> • Do daily records reflect the delivery of 			

Personalised Support

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
from their Service Provider.	care/support documented in the Service Users support plan, including information about how individual and diverse needs have been meet? <ul style="list-style-type: none"> • Are systems in place to demonstrate that services are delivered reliably? • Do records evidence that Staff at all levels effectively communicate especially when Service Users' needs change? • Is there evidence to demonstrate that delivery of all care packages has been checked to ascertain if they are being under delivered and are referrals made to Kirklees as appropriate? • Is there evidence that calls are delivered within the agreed time banding appropriate to the Service Users' needs? • Is there sufficient time between calls to meet Service Users' needs and sufficient time allocated for travelling with no overlapping calls? 			

Nutrition and Hydration

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • Being supported to have adequate nutrition and hydration 	<ul style="list-style-type: none"> • Do Service Provider Support Plans and risk assessments clearly identify any required nutritional and hydration needs? • Is there evidence in daily records/food/fluid charts that concerns in nutrition and/or hydration needs are reported to an appropriate person and actioned without delay? • Is there signed certificated nutrition and hydration training which is delivered to all Staff as part of the induction process? 		<ul style="list-style-type: none"> • Nutrition and Hydration training • Nutrition and Hydration charts • Office logs/referrals • Audits • Service User surveys • Complaints 	
<ul style="list-style-type: none"> • Having a choice of food and drinks prepared according to individuals preferences. 	<ul style="list-style-type: none"> • Is there evidence of a choice of food and drinks being offered? 			
<ul style="list-style-type: none"> • Having food and drink which meets diverse and health needs and is nutritionally balanced. 	<ul style="list-style-type: none"> • Where nutrition and hydration charts are being used, are these accurately and consistently completed by Staff and is there a robust system for auditing them in place? 			

Nutrition and Hydration

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	<ul style="list-style-type: none"> Is there evidence that food and drink meet diverse and health needs of Service Users? 			

Communication

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • Being informed of changes to usual service. 	<ul style="list-style-type: none"> • Are Service Users made aware when permanent changes are made to Staff that support them? 		<ul style="list-style-type: none"> • SUQV's/returns • Communication logs 	
<ul style="list-style-type: none"> • Having adequate information about the services available to them. 	<ul style="list-style-type: none"> • Is there a statement of purpose/Service User Guide available in appropriate language and format given to the Service User at the start of service? • Is there evidence that all Service Users receive a Service User Guide which includes information that reflects the Kirklees Contract? 		<ul style="list-style-type: none"> • Record of phone calls • Letters • Emails • S.U Schedules • ECM data/rotas • Daily Records • Complaints • Surveys • GDPR/Data Protection/Confidentiality policies 	
<ul style="list-style-type: none"> • That Staff at the Service Provider officer are available to contact and address any concerns that may have or to answer any questions. 	<ul style="list-style-type: none"> • Do office Staff record all significant contact between Service Users/Carers/Representatives and the office? • Is there a robust system for taking and returning messages/ensuring phones are answered? • Is there an effective system to ensure messages or queries from Service Users or their Carers/Representatives are relayed to senior Staff and acted 		<ul style="list-style-type: none"> • Confidentiality Training • Office records • Rotas/ECM • Statement of Purpose • Service User Guide/SOP • Office Logs • Rotas/ECM 	

Communication

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	upon appropriately?		<ul style="list-style-type: none"> • Support Plans • On call records • Office logs • Induction training (content) • Minutes of meetings 	

Health and Safety of Service Users and Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<p><u>Movement and Handling</u></p> <ul style="list-style-type: none"> • Being supported to manage risks (associated with movement and handling) and kept safe within a framework of recorded risk assessment. 	<ul style="list-style-type: none"> • Do all Service Users with moving and handling needs have a moving and handling risk assessment and a moving and handling plan in place? • Does the risk assessment template and process effectively identify all risks associated with movement and handling and include the relevant control measures to manage risks appropriately? • Have Service Users been reviewed to ensure that their moving and handling documentation contains up to date information? • Are all Service Users moving and handling needs reviewed and updated as changes occur but at least annually as a minimum? • Is there evidence that the methods of moving and handling Service Users are documented in moving and handling plans and show details of: <ol style="list-style-type: none"> 1. The equipment being used 		<ul style="list-style-type: none"> • Moving and handling plans • Moving and Handling Risk Assessments • Reviews • Review Matrix 	

Health and Safety of Service Users and Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	2. The number of Staff required 3. Description of any equipment/techniques 4. Stages and moves required			
<u>General Risk Management</u> <ul style="list-style-type: none"> Being supported to manage risks and kept safe within a framework of recorded risk assessment. 	<ul style="list-style-type: none"> Does the Service Provider carry out risk assessments to identify and manage any risks to the health and safety of the Service User and Staff? Does the risk assessment template and process effectively identify risks and include the relevant control measures/management of all risks? Is there a robust system for recording accidents, incidents and near misses in place and does this information inform risk assessments? 		<ul style="list-style-type: none"> Risk Assessments Accident and Incident records 	
<u>Management of Medicines</u> <ul style="list-style-type: none"> That Service User's medication needs have been correctly assessed and are identified in the 	<ul style="list-style-type: none"> Is there evidence to demonstrate that Service Users are consistently supported to receive the correct medication, at the correct time, with the correct dosage via the correct route by Staff who are trained to the level of support required and who 		<ul style="list-style-type: none"> Medication Assessments Support Plans MAR's Training Records Competency 	

Health and Safety of Service Users and Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
support plan. This is reviewed and updated as their medication support needs change.	record each time medication is supported?		checks <ul style="list-style-type: none"> • Spot Checks • Observations • Meds Audits 	
<ul style="list-style-type: none"> • That Staff who support Service Users with medication receive sufficient guidance and are sufficiently trained to the level of support required. 	<ul style="list-style-type: none"> • Is there evidence of signed, certificated medication training delivered to all Staff as part of the induction process and are Staff updated as required? • Is there a medication policy that ensures effective, safe and secure handling of medicines in line with the relevant guidance and legislation and is there evidence a process is in place to effectively communicate the policy and any updates to all Staff? 		<ul style="list-style-type: none"> • Office Logs • Medication Policy • Complaints/Safe guarding • Memos • Meetings • Emails 	
<ul style="list-style-type: none"> • That Staff record and sign each time they support with medication. 	<ul style="list-style-type: none"> • Is there evidence that Staff accurately record medication support, including PRN medication and of reporting any concerns (including gaps on MARS/possible missed medication) to the office immediately to ensure specialist advice/support can be sought so that any impact to the Service User is minimized? 			

Health and Safety of Service Users and Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<p><u>Premises and Equipment</u></p> <ul style="list-style-type: none"> That arrangements are in place to provide safe and effective care in the event of a failure in major utilities, fire, flood or other emergencies. 	<ul style="list-style-type: none"> Is there a Business Continuity Plan in place? Is this fit for purpose and does It contain sufficient detail and information to ensure that disruption to the Service User’s Service is kept to an absolute minimum in the event of a major incident or disaster affecting the Service Providers premises? 		<ul style="list-style-type: none"> Business Continuity Plan Schedule of Equipment Servicing 	
<ul style="list-style-type: none"> That any equipment required is appropriate to meet their needs. It is: <ol style="list-style-type: none"> Safe Suitable for purpose Promotes independence Properly maintained Used correctly and safely Comfortable 	<ul style="list-style-type: none"> Is there a ‘schedule of service/maintenance’ for equipment in place which specifies all servicing and maintenance records for equipment in use and is fit for purpose? 			

Safeguarding and Complaints

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<p><u>Safeguarding</u></p> <ul style="list-style-type: none"> Feeling protected from abuse, or the risk of abuse and their human rights are respected and upheld. 	<ul style="list-style-type: none"> Are Safeguarding policies and procedures in place that comply with local Safeguarding policies and procedures? Is there a whistle-blowing policy in place which meets the requirements of the Public Interest of Disclosure Act 1998? Does the Service User Guide include Safeguarding information including contact numbers for the Kirklees Safeguarding team? Are financial transaction records kept as required and Staff informed/reminded of the need to complete them fully and are they collected at least monthly and audited? Is there evidence that all Staff are informed/reminded of what constitutes Safeguarding concerns and the need to report them, including senior Staff responsible for making referrals to Kirklees? 		<ul style="list-style-type: none"> Safeguarding Policy Whistleblowing Policy Service User Guide Kirklees Safeguarding records Service Provider Safeguarding file Inc. investigation notes, Safeguarding log, minutes from meetings, statements, outcome letters etc. Financial Transaction Records Safeguarding referrals CQC Notifications 	

Safeguarding and Complaints

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	<ul style="list-style-type: none"> • Is there evidence that the Manager conducts full and robust investigations including: <ol style="list-style-type: none"> 1. A thorough audit of daily records and cross referencing to time sheets? 2. Meetings with Service Users and Carers/Representatives who have raised an issue? 3. Meetings with Staff who have falsified records and evidence, and all appropriate action has been taken? 4. Meetings with all Staff to firmly re-iterate that all records must be completed immediately at the end of each call, and accurately reflect the Service delivered? 5. A robust system for the auditing of daily records 6. A robust system of carrying out direct observation of Staff • Are Safeguarding patterns and trends 		<ul style="list-style-type: none"> • Audits-daily, financial and medication records • Safeguarding Training • Meetings • Memos • Emails • ECM/Timesheets • SUQV's/Returns 	

Safeguarding and Complaints

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	reviewed as part of the audit process and are actions identified and acted upon swiftly to minimize abuse or neglect?			
<ul style="list-style-type: none"> An appropriate response from their Service Provider in times of emergency. 	<ul style="list-style-type: none"> Is there an 'unable to gain access' policy and procedure in place that has been shared with all Staff and clearly shows the roles, responsibilities and procedures to follow for Staff at all levels if Staff are unable to gain access to a Service User? Is there a process for reporting and recording accidents and incidents including documentation about any actions taken and the reasons for the course of action? Is there evidence that all Staff are informed/reminded of the importance of reporting and recording all accidents and incidents? 		<ul style="list-style-type: none"> Unable to gain Access policy Accident and Incident Records 	
<u>Complaints</u> <ul style="list-style-type: none"> That any complaints made are taken 	<ul style="list-style-type: none"> Is there evidence to demonstrate that all Staff responsible for managing complaints are aware of their roles and responsibilities in relation to 		<ul style="list-style-type: none"> Kirklees complaints records 	

Safeguarding and Complaints

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
seriously, investigated thoroughly in a timely manner, acted upon and they are kept informed.	complaints and does the complaints management system include: 1. Clear timescales for response? 2. Maintenance of a log of all complaints and responses? 3. Analysis of complaints to identify trends and develop action plans? 4. Learning from complaints which informs the quality assurance process and future business plans?		<ul style="list-style-type: none"> • Support Options feedback • Service Provider Log-database • Service Provider complaints file inc. complaints log, Outcomes letters • SUQV's>Returns • Quality assurance surveys • Memos • Emails • Meetings • Complaints Training • Complaints Policy 	
<ul style="list-style-type: none"> • That they are aware of the procedure to follow if they wish to make a complaint. 				
<ul style="list-style-type: none"> • Not being discriminated against when making a complaint and feeling supported when they make a complaint. 				

Relating to Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<p><u>Recruitment</u></p> <ul style="list-style-type: none"> Feeling confident that the Staff who support them are appropriately recruited, qualified and trained to meet their needs and that all relevant checks are made on Staff before they provide support to them. 	<ul style="list-style-type: none"> Is there evidence to demonstrate effective recruitment procedures including: <ol style="list-style-type: none"> Telephone verification of references Application forms – employment history and explanations for gaps in employment A minimum of two references (one from the most recent employer and from past ‘care’ environments they may have worked in?) Enhanced DBS checks are undertaken, (or evidence is available that Staff are on a transferable DBS update service) and all is satisfactory prior to Staff working alone with Service Users? Are there clear policies and procedures including documented risk assessment/risk management for candidates prior to employment, where references/DBS disclosures, indicate previous disciplinary 		<ul style="list-style-type: none"> Staff files DBS records Risk Assessments Office records Recruitment and Retention Policy 	

Relating to Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	procedures/dismissal /criminal convictions etc.? <ul style="list-style-type: none"> • Are there clear policies and procedures for dealing with disciplinary matters, including reports of findings and recommendations following disciplinary meetings? • Are there policies and procedures in place to avoid family members who are Staff, working together wherever possible? 			
<u>Support</u> <ul style="list-style-type: none"> • That Staff receive adequate support and guidance from senior Staff. 	<ul style="list-style-type: none"> • Is there evidence of a system to identify when office-based supervisions/direct observation in the workplace/appraisals, are due and that this is followed? • Does the Service Provider operate an on-call system when the office is closed? • Is the on-call Service operated by a suitability qualified and experienced senior Staff member who has access to all relevant information required to effectively maintain the Service out of 		<ul style="list-style-type: none"> • Supervision records • Workplace observations • Out of Hours records • On call rota • Competency checks 	

Relating to Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	office hours? <ul style="list-style-type: none"> • Are Staff appropriately supported by the regular presence of a Registered Manager? • Are contingency plans in place to ensure that an appropriate qualified Manager is available to provide onsite management and leadership during times of the registered Manager being unavailable? 			
<u>Training, Induction and Staff Sufficiency</u> <ul style="list-style-type: none"> • That Staff are adequately trained and updated in training to meet the needs of the Service, including any specialist needs. 	<ul style="list-style-type: none"> • Is there evidence that Staff at all levels have undergone office and company induction training? • Is there signed certificated evidence that Staff have undergone induction and mandatory training including any specialist training as required, in accordance with Skills for Care and the providers own policies? (Specialist training examples are dementia and diabetes). Skills for Care: Core and Mandatory Training • Is there evidence of Shadowing an experienced member of Staff prior to 		<ul style="list-style-type: none"> • Training Records • Training Matrix • Training Certificates • Learning Objectives • Shadowing records • Supervision records • Competency checks/Workplace observations 	

Relating to Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	working alone? <ul style="list-style-type: none"> • Does a senior member of Staff sign and date to confirm when new Staff are deemed competent? • Is there evidence available of a system to identify when refresher training is required for Staff at all levels? • Is appropriate training given to senior Staff to equip them to carry out their senior duties for example in risk assessments and Personalised care planning? • Is there evidence to demonstrate that the Service Provider's in-house trainers delivering the training are skilled and qualified to do so? • Are gaps in initial training and update training identified and Staff booked onto the relevant courses? • Does the Training Matrix (for all Staff) match Staff files? 			
<ul style="list-style-type: none"> • That there are always sufficient 	<ul style="list-style-type: none"> • Is there evidence to demonstrate that there is a rational for staffing levels 		<ul style="list-style-type: none"> • Rotas/ECM • On call rota 	

Relating to Staff

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<p>Staff with the right skills, qualifications and experience to meet the assessed needs of the Service Users who use the Service at all times.</p>	<p>which always ensures sufficient Staff with the rights skills, qualifications and experience to meet the assessed needs of the Service Users who use the Service?</p> <ul style="list-style-type: none"> • Do rotas show that Staff have an organised, realistic workload which adheres to working time directives? • Is the office structure proportionate to the number of home support hours? • Is there a Manager who is registered with the Care Quality Commission and have a “Leadership and Management Award” or equivalent (or is working towards?) • Is there a sufficient number of trained supervisory Staff members who are not providing direct care and support to Service Users? • Is there adequate administrative support or equivalent? 		<ul style="list-style-type: none"> • Office structures • Out of Hours records • CQC registration- displayed in office 	

Records				
Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • That records are up to date, clearly show Outcomes and how and when these will be reached? 	<ul style="list-style-type: none"> • Have records in Service User's homes been updated and reflect those kept in the provider's office? • Is there evidence that Service Users are reviewed and that this has resulted in Support Plans (including moving and handling records and medication records etc.) being accurate and updated as needs change? • Are there robust systems for auditing records including daily records, medication records and financial transaction records, so that any anomalies can be identified, and the appropriate action taken, including reviews being carried out and records being updated accordingly? • Is there evidence that where the current Service does not reflect the Kirklees Support Plan and SUS, changes are referred via Kirklees for agreement and records are updated accordingly. • Are all documents appropriately 		<ul style="list-style-type: none"> • Service User files/ Support Plans • Reviews • Daily Records • Audits • Financial records • Medication records 	

Records				
Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	<p>dated/signed/and do they include review dates (as appropriate?)</p> <ul style="list-style-type: none"> • Is there evidence that Staff have been informed/reminded of the importance of completing daily records accurately/with dates and times/by signing/by printing their full name/legibly/ without abbreviations? • Is there evidence of regular quality audits of daily records? • Is there evidence that when daily records are collected and returned to the office, a minimum of 2 weeks records are left in the home? • Does the audit of Service User records identify any Service Users with DNACPR instructions and is there a process in place to ensure Staff are aware of these records and the action to take in the event of an emergency? 			
<ul style="list-style-type: none"> • Records containing Confidential Information about Service Users are 	<ul style="list-style-type: none"> • Are all documents appropriately stored and accessible in line with GDPR requirements? 		<ul style="list-style-type: none"> • Communication systems – e.g. secure 	

Records				
Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
stored securely at the Service Provider office.			<ul style="list-style-type: none"> Storage/Archive/destruction of records policies and procedures GDPR/related policies and procedures. 	
<ul style="list-style-type: none"> Records relating to Service Users are archived and destroyed appropriately. 	<ul style="list-style-type: none"> Are out of date records removed and archived? Where electronic records are used, are systems available so that the Service User/other relevant stakeholders can easily (and without incurring a charge,) access the records to effectively and safely support the Service User? 			

Mental Capacity and Consent

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> Systems are in place to gain and review consent to their care and support. 	<ul style="list-style-type: none"> Is there evidence to demonstrate that Service Users or their Carer/Representative (if they have Lasting Power of Attorney) consistently sign a consent statement prior to support being delivered? Is there evidence to demonstrate referrals are made to Gateway to Care for a mental capacity assessment along with a review of their support package when a Service User's support needs change because of their mental capacity deteriorating? 		<ul style="list-style-type: none"> Service User files e.g. Support Plans, consent forms, POA, evidence, best interest records. Reviews Referrals Office logs MCA policy MCA training 	
<ul style="list-style-type: none"> Appropriate systems in line with the Mental Capacity Act are in place and followed if they are unable to give consent to their care and support. 	<ul style="list-style-type: none"> Is there evidence that appropriate actions have been taken to ensure that best interest decisions have been made on behalf of the Service User who is unable to give consent to their care and support? 			
<ul style="list-style-type: none"> An explanation is provided if 	<ul style="list-style-type: none"> If written (signed for) consent 			

Mental Capacity and Consent

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
they cannot give written (signed for) consent to their care and support.	could not be obtained from the Service for their care and support is there evidence to support the reason why?			

Infection Control

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • That Staff who provide their care and support are involved in the process of preventing and controlling infection and have been trained to do so. 	<ul style="list-style-type: none"> • Have Staff been trained in the prevention and control of infection? • Is there an Infection Control Policy which is fit for purpose and communicated to all Staff? • Is there evidence that Staff have been informed/reminded when they must wear aprons/gloves/wash hands prior to food preparations etc. and is this detailed in the Infection Control Policy? 		<ul style="list-style-type: none"> • SUQV's • Infection Control Policy • Infection Control Training • Spot Checks 	

Contract and Quality Monitoring

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
<ul style="list-style-type: none"> • That their views about the Service are sought, listened to and acted upon. 	<ul style="list-style-type: none"> • Are findings from Service User satisfaction surveys analysed and incorporated into the Service Provider business planning to target and address areas of improvement in Service delivery? • Is there evidence to demonstrate that there is an on-going system for monitoring and acting upon the views of Service Users? To include: <ol style="list-style-type: none"> 1. Reviews 2. Satisfaction questionnaires/surveys 3. Service User quality visits 4. Improvement plans/business development plans • Is there a quality assurance report carried out annually as a minimum requirement? • Is there evidence to demonstrate that there is an on- 		<ul style="list-style-type: none"> • Service User surveys/monitoring • Action plans • SUQV's 	

Contract and Quality Monitoring

Service requirements for: Service Users and where appropriate their Carers and/or Representatives experience	Evidence from Contract and Quality Monitoring Process	Feedback and evidence from Service User quality assessment	Examples of documents that may be checked	Comments
	going system for auditing/monitoring and acting upon Safeguarding concerns, investigations and outcomes?			

Appendix 3 Service User Guide or Equivalent

A Service User Guide or Equivalent is produced by all Home Support Providers and is made available at the start of Service for all Service Users and/or their Carers and Representatives. It is written in plain English but translated and is produced in different languages and formats as appropriate, for example, large print or Braille, as appropriate to meet Service User individual requirements. It is reviewed as required but a minimum of annually.

The Service User Guide or Equivalent includes:

- ❖ the name and office address of the Service Provider and the Manager
- ❖ any head office address
- ❖ the qualifications of the Manager
- ❖ the range of qualifications of the Staff
- ❖ a description of the range of Staff available, for example, male/female/language spoken, etc.
- ❖ the aims and objectives of the Service
- ❖ the nature and limitations of the Services provided (including any specialist Services with details of qualifications to evidence specialism)
- ❖ Service User groups for whom Services are provided
- ❖ an overview of the process for the delivery of support from initial referral, home visit, development of Service Provider Support Plan and risk assessment to review and reassessment of need.
- ❖ key Contract Terms and Conditions
- ❖ complaints/comments/compliments procedure (including details of how to complain/comment/compliment via Kirklees Council)
- ❖ information about making a Safeguarding referral
- ❖ description of the quality assurance process
- ❖ an outline of key policies and procedures (including gift policy, medication policy, confidentiality, data protection etc.)
- ❖ description of procedure for cancelling Services on a short term basis
- ❖ details of how to contact a senior person in the organisation both during office hours and when the office is closed.
- ❖ hours of operation of Staff including office based Staff
- ❖ details of insurance cover
- ❖ financial arrangements

Appendix 4 Electronic Call Monitoring (ECM) Specification

1. The Service Provider must have and use an ECM system that fully meets the following specific requirements:
 - The Service Provider's system and its use shall comply with the requirements of the Data Protection Act 1998 in the use and storage of electronic information. The Service Provider's system should be able to support the electronic transfer of data in a secure manner using a secure email address meeting the government's specification.
 - The system must be able to store an audit trail of information to determine if Service visits are being recorded electronically in real-time or have been manually entered.
 - The ECM system must be fully linked with the Service Provider's rostering system and updates to the rostering system should be reflected in the ECM system in near real time.
 - The data will be in a format set by the Council.
2. The minimum level of information that the Service Provider's ECM system must record for every Service visit is:
 - Service User CareFirst or Reference number
 - Service User name
 - Identity of the care worker (Care worker ID)
 - Call date
 - Planned start/end time
 - Actual start/end time. Where two Staff are providing care, a separate log-in for each member of Staff is required
 - Whether the call has been recorded electronically or if it has been manually overridden.
3. The Service Provider's ECM system must be as un-obtrusive to the Service User as possible. The use of the Service User's home telephone will not provide the required low key solution. Service Providers should therefore look to other solutions for recording visits electronically.
4. The Service Provider's ECM system must identify manual overrides. Manual overrides are only permitted in the following circumstances:
 - If Staff are unable to log-in and/or log-out of a call
 - If a call starts or ends outside the Service User's home or the call takes place entirely outside the Service User's home. (This would normally have to be agreed as part of a Service User's care package)
 - If the Service Provider's ECM system partially or wholly fails for any reason, including failure of the network, the Service Provider must supply confirmation

of this from their ECM system supplier or such other independent source that may be relevant. A back up process must be in place in case of ECM system failure.

5. Should the Service User have an unplanned hospitalisation or other similar emergency situation and no support has been provided then the circumstances should be recorded on the ECM data, using the Council's agreed variance codes, in order to explain why the visit was not provided.
6. The ECM system must be able to produce electronic reports. The ECM system must provide an audit trail for time sheet entries, when the entries were created and who created them. If requested, the Service Provider must allow the Council access to original data sources, prior to any modification by the Service Provider.
7. The reports must:
 - Be in the electronic format of a spreadsheet.
 - Cover the period Monday to Sunday and be sent to the Council using Anycomms or secure transfer platform provided by the Council.
 - Be returned in accordance with the Council's agreed payment timescales.
 - Only record every visit purchased directly by the Council (i.e. not direct payments, Service User Service Funds or privately funded work);
 - Show call details in a format requested by the Council
 - All Service Providers shall, at no cost to the Council, give access to their ECM system to designated officers of the Council in order that they are able to view visit information and run various activity reports in respect of Service Users.
8. The Council will use the information from Electronic Call Monitoring to pay Service Providers, charge Service Users and monitor performance.
9. Real time alerts should be set for every Service User so that the ECM system identifies to the Service Provider any late or missed visit. The timing of the alert in relation to the planned start time for a visit may vary according to the assessed risk to the Service User arising from a delayed or missed visit.
10. The Service Provider should be able monitor their ECM system in real time throughout the periods that Services are actually being provided, including any periods beyond those originally scheduled for Service Users. If the ECM is not available for any reason then alternative systems must be used. The Service Provider must then respond appropriately to any delayed or potentially missed visit.
11. Performance metrics will be set for all Service Providers and performance measured in the following areas:
 - Percentage of visits that were missed and for which no support was provided

- The actual time and duration of visits compared with the planned visit and duration and the Service Provider's scheduled time and duration. If a Service User consistently requires either more or less time than the Council has commissioned then the Service Provider must request a reduction, increase or review
- Percentage of complete visits recorded electronically in real time (both start and finish)
- Percentage of manual overrides
- Percentage of partially aborted calls
- Percentage of fully aborted calls
- Percentage of calls that are cancelled with less than 24 hours' notice
- Number of visits when fewer than the planned number of Staff have provided Services.

12. The use of this system shall provide the basis for invoicing for all contract activity.

13. The Service Provider shall:

- Use the ECM System actively to monitor its own performance.
- Use the information provided by the ECM System to ensure that Service User support plan times are fully delivered or where appropriate flagged for review.
- Where applicable, use the information provided to assist in investigating any complaints about the Services provided.

Appendix 5 Movement and Handling Information

Movement and Handling

- ❖ A moving and handling risk assessment is completed by the Service Provider with the Service User and where appropriate their Representatives at the beginning of Service. This risk assessment is a legal requirement and determines if the Service User requires support with moving and handling. If support is required, the risk assessment must consider the task, the individual capabilities of Staff, load (the Service User), the environment and any other factors. (Any details pertaining to movement and handling including the number of Staff required, is detailed in Kirklees Support Plan from the Authorised Officer and must be included in the risk assessment.)
- ❖ Staff are made aware and records are completed implementing practical control measures to minimise risk.
- ❖ If the Service User has movement and handling needs, a handling plan is prepared and implemented which specifies:
 - The task being undertaken
 - Detail of the stages and moves required
 - The equipment being used (including sling size, type and loop attachments where slings are used)
 - Description of the use of any equipment/techniques
 - Number of Staff required
 - The handling plans are reviewed as required but 12 monthly as a minimum.
 - A copy of the handling plan should be kept at the point of Service deliver, i.e. Service User's home, for all relevant Staff to access.
- ❖ Any changes in Service Users needs in relation to movement and handling or inappropriate or faulty equipment are reported without delay to a senior Staff member who decides on the most appropriate course of action. All is recorded in the daily notes (for example, if a sling size is inappropriate, concerns about the use of equipment or deterioration in the Service Users ability)
- ❖ Senior Staff are responsible for completing moving and handling risk assessments and plans and instructing Staff on a day-to-day basis in safer moving and handling techniques including the use of hoists and any other equipment.
- ❖ The Registered Manager must ensure that all Staff are sufficiently trained in movement and handling to the appropriate level of competence according to the needs of the Service User, detailed on the Support Plans and the Service Providers risk assessment. Staff competency must be checked.
- ❖ Training takes place prior to Staff starting work and is refreshed as required for each individual but annually as a minimum requirement.
- ❖ If Senior Staff are responsible for the delivery of moving and handling training to Staff, including induction and annual refresher training they must have initially attended a relevant facilitator course and kept their skills up to date by attending relevant facilitator refresher

courses. This initial facilitator course is recommended to be a minimum of five days. (Recommended by National Back Exchange).

❖ Staff undergo training in moving and handling which includes demonstration and practice of safer handling techniques and equipment use which should reflect that which is used in the workplace. Training should be representative of the care and support delivered and should include:

- Spinal mechanics and function
- Back care and posture
- Current relevant legislation, local policies and professional guidelines
- Risks assessment (TILE)
- Principles of normal human movement and promotion of client independence
- Safer handling techniques
- Use of equipment
- Problem solving
- Reporting accidents/incidents and near misses

❖ Training should take place in a dedicated, well equipped room of sufficient size. Equipment should reflect best practice as well as that which is already in the workplace.

❖ Full records of training must be kept which includes names/signatures of trainer/trainee, date/place of training, duration, content, handouts, full/partial participation, refusal/inability to attend, equipment/aids/techniques used.

❖ Sufficient follow up of training by management should include supervision and monitoring of handling practice. This may be supported by link workers who are competent practitioners and able to support Staff who have received training.

❖ As per Lifting Operations and Lifting Equipment Regulations (1998) work equipment and their accessories including slings used for lifting Service Users must be appropriate, suitable for its intended purpose, inspected every six months and records kept, checked visually prior to each use and marked with the safe working load. Lifting equipment and all other work equipment must conform to Provision and Use of Work Equipment Regulations (1998).

The paperwork used by the Kirklees Movement and Handling Advisors is available on request and can be utilised or adapted by Service Providers. However, acknowledgement must be given on the document(s) that this has been adapted from the versions produced by the Kirklees Movement and Handling Advisors.

Referral to the Kirklees Movement and Handling Advisors and/or Occupational Therapists must be made as required for advice and guidance and they will visit and reassess the Service User as necessary.

The Moving and Handling Service Pathway

The Moving and Handling Service Pathway information pack, along with any other relevant movement and handling documentation available from the Moving and Handling Advisors or the Contracts Team, sets out what can be expected when a Service Provider contacts the Moving and Handling Advisors and outlines the support and expertise available. The Moving and Handling Advisors will work with service providers to achieve realistic Outcomes for Service Users in terms of moving and handling. A referral form is available within the information pack, the pathway also details what is expected of the Service Provider when a referral is made to the Moving and Handling Advisors.

Moving and Handling Discharge Pathway

This Moving and Handling Discharge Pathway has been developed to bridge the gap for Service Users who are leaving hospital and being discharged into the community with moving and handling needs to facilitate this transition as smoothly as possible.

The aim of the Moving and Handling Discharge Pathway is to:

- Increase levels of integration to overcome barriers which may be created by the use of different working practises between partner organisations and departments.
- Improve communication between all the relevant services involved in the discharge planning, care assessment and following community care provision
- Ensure the Service User with moving and handling needs is supported in their transition back into the community.
- Ensure that service providers are included in discharge planning and are fully informed of the Service User's needs in terms of moving and handling.
- Provide an early warning alert to the Moving and Handling Advisors in situations where complex moving and handling needs are required so that effective support can be provided once back in the community.

Single Handed Care

It has been standard practise for many years within Councils around the country to provide Staff for all tasks involving moving and handling transfer equipment, including mobile hoist, standing hoist and patient turners unless 'assessed otherwise'. This is referred to as 'double handed' or 'double up' care. Recently a number of Councils, including Kirklees Council are moving away from this traditional one size fits all approach to a more person-centred individualised assessment of moving and handling needs.

Moving and Handling legislation does not specify the number of handlers required, only that a 'suitable and sufficient' assessment is undertaken.

Policies and limitations around insurance cover should be realigned to make full use of advances in equipment design and respond to the current economic climate and the increasing demand for care services.

,

Moving and Handling Practice

Kirklees Council endorses an optimised approach to moving and handling practice in line with National Back Exchange guidance. This approach champions person-centred, individualised moving and handling solutions that promote safe, effective, and efficient outcomes that respond to the current economic climate and the increasing demand for care and support services. Training, policies, and insurance cover should be aligned with current guidance.

Appendix 6 Interaction with Local Healthwatch Organisations

The following text is a summary of “The Arrangements To Be Made By Relevant Bodies In Respect Of Local Healthwatch Organisations Directions 2013” issued by the Secretary of State for Health on 28 March 2013 and which sets out the rules applying between Healthwatch Organisations and independent providers of social care under arrangements made by Local Authorities. If there is any conflict between the contents of this Appendix and those of the above Directions then the interpretation of the said Directions shall prevail. Any references in the Contract to Local Involvement Network now relates to Local Healthwatch Organisations as from 1 April 2013.

Definitions

“**Authorised Representative**” means an authorised representative within the meaning of section 225(5) of the 2007 Act (duties of services-providers to allow entry by Local Healthwatch Organisations or Healthwatch Contractors);

“**Care Services**” has the meaning given in section 221(6) of the 2007 Act (local arrangements in relation to health services and social services);

“**Excluded Activities**” means any activities provided in pursuance of:

- a) the social services functions of a Local Authority so far as relating to persons aged under 18;
- b) the functions, in so far as not covered by paragraph (a), conferred on or exercised by a Local Authority under the Children Act 1989, the Adoption (Intercountry Aspects) Act 1999 or the Adoption and Children Act 2002; or
- c) the functions, in so far as not covered by paragraph (a), continuing to be exercisable by a Local Authority under the Adoption Act 1976.

“**Exempt Information**” means Information that is:

- a) confidential and relates to a living individual, unless the individual consents to the information being disclosed;
- b) prohibited from disclosure by any enactment or order of a court; or
- c) prohibited or restricted from disclosure by any rule of common law.

“**Excluded Premises**” means:

- a) parts of a care home which are not communal areas;
- b) premises or parts of premises used as residential accommodation for employees of Independent Providers or Relevant Bodies;
- c) premises which are occupied by one or more persons as their home and which at least one of those persons occupies under a tenancy or a licence.

“Excluded Services” means services which are not Care Services in respect of which the Referrer is carrying on the Relevant Activities;

“Local Healthwatch Contractor” has the same meaning given by Section 223 of the 2007 Act (prescribed provision to be included in arrangements under Section 221(1));

“Independent Provider” means in relation to a Local Authority, a person. Including the Service Provider, providing a service under arrangements made by a Local Authority in pursuance of its social service functions;

“Relevant Body” means an NHS trust or a Local Authority;

“Relevant Section 221 Activities” means:

- a) in relation to a Local Healthwatch organisation or an Authorised Representative who is authorised by such an organisation, the Section 221 Activities that that organisation is to carry on under arrangements with a Local Authority; and
- b) in relation to a Local Healthwatch Contractor or an Authorised Representative who is authorised by such a Contractor, the Section 221 Activities that that Contractor is to carry on under Local Healthwatch arrangements;

“Section 221 Activities” means activities specified in Section 221(2) of the 2007 Act (patient and public involvement in health and social care);

“The 2007 Act” means the Local Authority Social Services Act 2007;

“Working Day” means any day except for a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking and Financial Dealings Act 1971.

A) Duty on independent providers to allow entry by authorised representatives

- (1) The Service Provider shall allow an Authorised Representative to:
 - (a) enter and view; and
 - (b) observe the carrying-on of activities on, premises owned or controlled by that Service Provider.
- (2) The duty referred to in (1) does not apply:
 - (a) in respect of any premises, or parts of premises, if the presence of an Authorised Representative on those premises, or those parts of premises, would compromise:
 - (i) the effective provision of Care Services, or
 - (ii) the privacy or dignity of any person;
 - (b) if the Authorised Representative does not comply with paragraph B;

- (c) in respect of Excluded Premises;
 - (d) to observing the carrying-on of Excluded Activities;
 - (e) to entering and viewing premises, or parts of premises, for the purpose of observing the carrying-on of Excluded Activities;
 - (f) in respect of any premises, or parts of premises, at any time when Care Services are not being provided on those premises or those parts of premises;
 - (g) if, in the opinion of the Service Provider, the Authorised Representative in seeking to enter and view, or observe the carrying-on of activities on premises is not acting reasonably and proportionately;
 - (h) if an Authorised Representative does not provide the Service Provider with evidence that the Authorised Representative is authorised in accordance with regulation 12 of the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013.
- (3) Where any premises, or parts of premises, are owned by the Service Provider and controlled by another Independent Provider paragraph 1 applies only to relevant arrangements made with the Independent Provider who controls those premises, or those parts of premises.

B) Viewing and observing activities

- (1) An Authorised Representative may carry out any viewing, or observation, only for the purposes of the carrying-on of the Relevant Section 221 Activities.
- (2) While an Authorised Representative is on any premises as a result of the Service Provider or other Independent Provider having complied with a duty imposed by virtue of the arrangements made by a Local Authority with an Independent Provider, the Authorised Representative must not act in any way that compromises:
 - (a) the effective provision of Care Services; or
 - (b) the privacy or dignity of any person.

C) Provision of information

- (1) Where a request for information is made by a Local Healthwatch Organisation or a Local Healthwatch Contractor to the Service Provider, that Service Provider must respond as follows:
 - (a) if the Service Provider holds the information requested and it is not Exempt Information, the Service Provider must provide that information to the person making the request within 20 Working Days beginning with the date of receipt by the Service Provider of the request.

- (b) if the Service Provider holds the information and it is Exempt Information, the Service Provider must:
 - (i) (Where the Exempt Information requested is confidential information and relates to a living individual who does not consent to disclosure or otherwise is prohibited or restricted from disclosure by an enactment, order of the court or rule of common law and is capable of identifying an individual and which can be disclosed in a form from which the identity of the individual cannot be ascertained), provide the information requested to the person making the request in a form in which the identity of an individual cannot be ascertained within 20 Working Days beginning with the date of receipt by the Service Provider of the request; or
 - (ii) in any other case, within 20 Working Days beginning with the date of receipt by the Service Provider of the request, notify the person making the request that the Service Provider is not required to disclose the information.
 - (c) if the Service Provider does not hold the information, the Service Provider must notify the person making the request of this within 20 Working Days beginning with the date of receipt by the Service Provider of the request.
- (2) A Service Provider is only required to provide information or notify the person making the request where:
- (a) the request for information is made in writing; and
 - (b) the request makes it clear that the information requested is, in the opinion of the person making the request, necessary for the effective carrying-on by that person of the Relevant Section 221 Activities.

D) Reports and recommendations- single Independent Provider

- (1) Where a Local Healthwatch Organisation or a Local Healthwatch Contractor (“the Referrer”) has, in the carrying-on of the Relevant 221 Activities, made a report or recommendation to the Service Provider, that Service Provider must respond as set out in (2) and (3) below:
- (2) Subject to paragraph E, the Service Provider must within 20 Working Days beginning with the date of receipt of the report or recommendation:
 - (a) acknowledge receipt to the Referrer;
 - (b) provide an explanation to the Referrer of any action the Service Provider intends to take in respect of the report or recommendation or an explanation of why the Service Provider does not intend to take any action in respect of that report or recommendation; and
 - (c) provide the Relevant Body with copies of the report or recommendation and the explanation referred to at paragraph (b) above.

- (3) Where it is agreed by the Service Provider and the Referrer that, in all the circumstances, it is not expedient for the Service Provider to comply with the duty within 20 Working Days, the Service Provider must comply with that duty within 30 Working Days beginning with the date of receipt of the report or recommendation.

E) Reports and recommendations- more than one Independent Provider

- (1) Where the report or recommendation referred to in paragraph D(1):
- (a) appears to the Service Provider to have been sent to more than one Independent Provider; or
 - (b) relates to a Care Service in respect of which there is more than one Independent Provider,

the Service Provider must take the steps specified in paragraph D(2) within 30 Working Days beginning with the date of receipt of the report or recommendation.

- (2) Where the relevant Independent Provider agrees that one of those persons, being the Service Provider, may act on their behalf, that Service Provider must, within 30 Working Days of the latest date on which the report or recommendation was received by one of the Independent Providers, provide to the Referrer:

- (a) an explanation of any action any of those Independent Providers intends to take in respect of that report or recommendation; or
- (b) an explanation of why none of those Independent Providers intends to take any action in respect of that report or recommendation.

- (3) If the Service Provider receives a report or recommendation from a Local Healthwatch Organisation or a Local Healthwatch Contractor, the Service Provider must send a copy of the report or recommendation to any other person who appears to the Service Provider to be a relevant Independent Provider in respect of that report or recommendation and who appears not to have received that report or recommendation, or a copy of it.

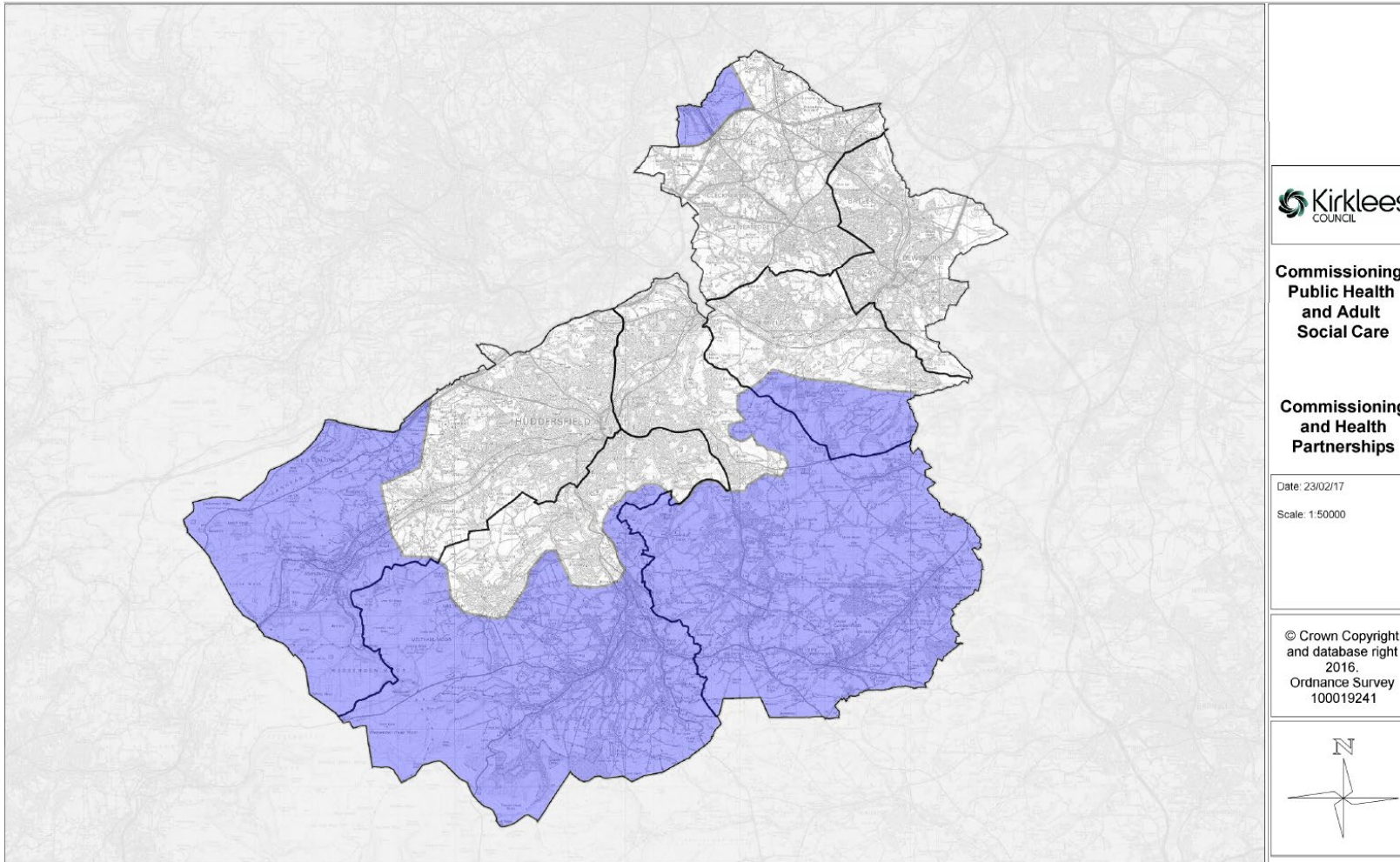
- (4) If the Service Provider receives a copy of a report or recommendation from an Independent Provider, the Service Provider must send a copy to any other person who appears to the Service Provider to be a relevant Independent Provider in respect of that report or recommendation and who appears not to have received a copy of it.

- (5) Where the Service Provider is required to acknowledge receipt or provide an explanation, the Service Provider must do so in writing.

This paragraph does not apply to any part of the report or recommendation which relates to Excluded Services.

Appendix 7 Postcode List and Map Indicating Areas Attracting a Rural Hourly Rate

A copy of the Rural Hourly Rate Map below (not to scale) and the list of post codes attracting the Rural Hourly Rate can be found on the Tendering, Contracts and Monitoring page at the following weblink: [Kirklees Council Social Care Contracts website](#)



Appendix 8 Protocol for Shared Support Packages in the Home

Purpose of the Shared Support Packages in the Home Protocol

The purpose of this protocol is to set a standard and consistent communication approach by Service Providers when supporting the same Service User.

Service Providers have a duty to be responsible to sharing information appropriately to ensure a person is supported correctly and safely. Not sharing appropriate information can have a devastating effect and has been the subject of learning over the years in serious case reviews (Safeguarding).

The basic aims of this protocol are to:

- ✓ Promote safe and effective Services
- ✓ Ensure the right support is provided at the right time and in the right way.
- ✓ Improve effective communications
- ✓ Help reduce the need for Service Users to give the same information to various different Service Providers
- ✓ Help reduce the number of non-emergency calls made by some Service Users to emergency services
- ✓ Help provide evidence that may be used in Service User's re-assessments and reviews
- ✓ Help to provide continuity of care/support needs

The process

- Support Options will always try to place a Service User with a single Service Provider.
(However, this is not always possible for a variety of reasons for e.g. lack of capacity, Service Provider unable to meet specific call times for medication or health reasons).
- Where a shared package has been commissioned by Support Options the Service Providers will be informed and the Service User Schedule (SUS) will state this.
- Not all care/support packages are commissioned through Support Options. However, communication between Service Providers remains crucial. It is strongly recommended that Service Providers ask and identify at introductory visits/reviews whether others are providing care/support for the Service User, ensure this is documented and evidence that the Service User is informed of the need to share appropriate information.
- It is the responsibility of each Service Provider to ensure their Staff are well informed of the need to use and follow this shared protocol.
- Staff must complete their own individual/separate daily records for the Service User and Service Provider they work for. (Therefore, two sets of daily records will be present in the home, if two Service Providers are providing support)
- All sets of daily records must be kept in the Service User's home for at least 2 weeks and should be kept together, in a place agreed by the Service User or Representative, so they can be easily and quickly accessed by anyone using them.

- Staff must be able to have access to all Service Provider's daily records in the home of a Service User they are supporting.
- Staffs need to be fully aware of this protocol if they are involved in jointly supporting a Service User along with another Service Provider.
- All Staff must always record in their own daily records and must routinely read recent entries left in their own and other Service Provider's daily records. This is to ensure they are aware of any entries that may affect support and Services to the Service User.
- If any Staff become aware of any significant event, concern, or change to the Service User when they are providing support then they MUST make an entry and record any information in their own daily records.
- The Staff must also make a short entry in the other Service Provider's daily records, to inform them that a significant event has occurred and been recorded in the other Service Providers daily records for them to read.
- Examples of a significant event, change or concern that need recording can include deterioration or improvements around the Service Users support needs and can include the following: (Please note that this list is not exhaustive)
 - Changes to or ceasing of any part of the Service Users Service, including the need to record on any monitoring charts such as food/fluid and bladder/bowel charts.
 - Medication (e.g. support required with additional medication such as a course of antibiotics or a Service User has refused medication)
 - Moving and handling needs including new or different equipment (e.g. requested a raised toilet seat, had bathroom grab rails fitted or delivery of new hoist)
 - Mental health (e.g. Deterioration in dementia or ability to make decision)
 - Physical health (e.g. vomiting, continence changes, cold or flu, rehab progress)
 - Nutritional changes or concern.(For example the Service Users hasn't eaten/drank sufficiently and requires encouragement)
 - Accidents or incidents including slips, trips or falls and near misses
- In addition to following this shared protocol, the Staff must also follow their own Service Provider's policies and procedures to ensure they seek appropriate support to ensure the Service User is safe.
- The manager may also need to take further action including making contact and sharing information with:
 - Other Service Providers who share the package
 - Other professionals involved with the Service Users care and support e.g. district nurses, occupational therapists
 - Family or legal representatives
 - Local Authority Safeguarding
 - GP contact (phone calls or visits)
 - Emergency services
 - Support Options (particularly if a temporary increase in SUS hours is required)

Appendix 9 Payment Request Form

Payment Request Form

This document should be used by the Provider in order to request any payment for services provided but not yet paid for, or in cases where previously submitted ECM data / variance spreadsheet has been rejected as part of the usual invoice process.

This will usually be as a result of a change in circumstance to a service user's needs, either on a temporary or permanent basis, that has not followed the usual process or where Support Options may not have the correct information available in order to make payment.

Any decision made in reference to this request will be made in line with the relevant clauses in the DPS Contract (previously known as Domiciliary Care contract), the Specialist Framework Contract or Extra Care Contract.

Please note that completing this form does not ensure payment will be approved. In order to prevent the risk of non-payment in the future it is important that you adhere to the appropriate Terms and Conditions in relation to Services and Financial Arrangements.

ONCE COMPLETED PLEASE RETURN TO THE CORRECT ANYCOMMS ACCOUNT.

PLEASE ENSURE THAT THIS IS SENT BACK IN WORD FORMAT, NOT PDF FORMAT.

Service User's Name:

Service User's Care First Number:

Provider:

Contact Name:

Position:

Telephone Number:

1. How many hours are you requesting and over what period?:

2. Please describe the reasons for your request and include relevant dates and number of staff involved and any rationale to support this:

3. What circumstances prevented you from following the correct process as stated in the Terms and Conditions of your contract:

4. If your request is for additional hours/time please advise if this was a one-off or are you likely to need the additional hours/time on a regular basis?:

Signed:

Date:

WHAT HAPPENS NEXT?

Once your request has been received the contents will be checked. If any elements of your request are incomplete or require further clarification this will be done at this stage. If your request falls within the Terms and Conditions of the contract an agreement will be made to honour any payment and you will be advised how to claim this payment. If your request falls outside of the Terms and Conditions of your contract it will be passed to the Support Options Manager who will consider your request and any supporting evidence. Following agreement the agreed amount will be processed and added as an adjustment on your next due ECM spreadsheet / variance spreadsheet

Outcome:

Signed on behalf of Support Options:

Dated:

Position:

Appendix 10 Guidance for Payment Process

GUIDANCE FOR PAYMENT PROCESS	
	<p>Date 260321 version 1</p> <p>Date 281022 version 2</p>
	For codes and their use see the relevant spreadsheet guidance.
1.	The aim of the process below is to simplify and clarify 4 weekly invoicing for both Service Providers and Support Options while maintaining accurate records for the purposes of responding to queries, complaints, and monitoring use of the service.
2.	<p>All time allocated to meet the Service Users (SU'S) outcomes is included on the SUS. This includes:</p> <ul style="list-style-type: none"> • Time for planned calls – this is shown as weekly hours with a brief description of what outcomes are to be met. • It may also include contingency time which can be used by Service Providers if a planned call isn't usually required but may be requested e.g., if a SU normally visits family on Sunday but will need planned calls if this is cancelled. Service Providers can use this time whenever required for the specified reason without further authorisation. <p>The Service Provider must always check the SUS against the Kirklees Support Plan to ensure that it is accurately reflected. Any errors or anomalies must be reported back immediately to Support Options.</p>
3.	<p>Service Providers will deliver the support to SU's as described in the Kirklees Support Plan and SUS, utilising the time allocated to meet outcomes in a flexible and responsive way over the 4-week invoice period.</p> <p>Delivering the service flexibly and responsively means that the Council recognises that the time taken to meet outcomes may vary from day to day due to illness, fluctuating ability etc.</p> <p>The visit will be deemed complete and will end once the SU and staff member agree that the agreed outcomes have been met. Where the outcome is only partially or not met this must be recorded on the daily record e.g., where an individual may refuse a meal or a shower. Where outcomes are persistently not met for whatever reason, this must be reported to Support Options in a timely way. The actual amount of time taken to meet the outcomes (not the rota time) will be recorded accurately on the daily record by the staff.</p> <p>The Service Provider can negotiate with the SU how their weekly hours are delivered to meet their assessed needs.</p> <p><i>Examples</i></p>

- *They may prefer to have a strip wash for 6 days instead of a shower in order to have a long bath one day*
- *They may want to have microwave meals 3 days a week in order to have a freshly cooked meal 4 days a week.*

If the Service Provider does not utilise all the time available on the SUS over the 4-week invoicing period, this will be recorded on the spreadsheet as a variation on the 4th week of the spreadsheet.

A 3 hour per week tolerance for a maximum 4-week period is applied to all SUS's for all contracts.

This is to be used only when the Service Provider assesses that additional time will be required:

- at times of fluctuating need
- illness and accident
- to support someone prior to admission to or discharge from hospital
- avoid carer breakdown or provide additional support if the carer is unwell
- emergency such as waiting for an ambulance where there is no family to attend

If the tolerance is used a comment must be included on the spreadsheet explaining the reason.

If the Service Provider assesses that additional time is needed in excess of the 3-hour tolerance, and for a period longer than 4 weeks, a Temporary Increase Request Form must be completed and emailed to Support Options. Where a permanent increase is required, a review must be requested.

The 3-hour tolerance cannot be used in addition to a temporary increase

Any regular and inconsistent under delivery must be checked and monitored by the Service Provider and if a decrease in hours is needed, this request must be e mailed to Support Options.

4. It is the Service Providers responsibility to sign the SUS and return it to Support Options within 24 hours of receipt of the SUS by the Service Providers. Non-receipt of the signed SUS by Support Options will affect payment of invoices.

If the Service Provider does not agree with the SUS and doesn't sign it, this can affect payment of invoices. If the SUS can be signed and then an email sent immediately to Support Options stating the reasons for the disagreement and any available evidence to support the disagreement. This will enable payment to be made while reasons for the disagreement are being considered by the Assessor/allocated Social Worker. If, as a result of evidence considered, the care package is increased/decreased, a new SUS

	<p>will be issued with the date that the new arrangements are agreed, and the Service Provider will complete a Payment Request Form for any backdated charges.</p>
5.	<p>The Service Provider must promptly email Support Options if it considers a review should be undertaken due to a permanent change in the SU's needs. Support Options will liaise with the Assessors/allocated Social Worker to arrange the review.</p> <p>Following reassessment of the SU's needs a final decision will be made by the Council to clarify long term arrangements.</p>
6.	<p>Kirklees Council pays 'Planned Hours' By this the Council means:</p> <p><i>Planned Hours relates to the work that is planned in for a SU to receive a call from a staff member on the day that it is needed. It does not relate to when work has been planned in advance and then the SU cancels giving the required notice of 24 hours.</i></p> <p><i>The Council has commissioned daily lunch calls for Fred which are 'planned' on the rota one week in advance by the Service Providers.</i></p> <p><i>Example 1:</i></p> <p><i>Fred tells the Service Providers he is going on holiday for a week in 2 weeks' time. None of the calls are 'planned' into the rota because he has given a minimum of 24 hrs notice of cancellation. The Service Providers is not paid for these calls. The Service Providers has time to re allocate the staff.</i></p> <p><i>Example 2:</i></p> <p><i>Fred tells the Service Providers on Monday morning that he doesn't need the lunchtime call the following day, Tuesday, as family are calling. The 'planned' call is 'unplanned' i.e., removed from the rota, because he has given a minimum of 24 hrs notice of cancellation. The Service Providers is not paid for this call. The Service Providers has time to re allocate the staff.</i></p> <p><i>Example 3:</i></p> <p><i>Fred tells the Service Providers at 10am Monday morning that he doesn't need the lunchtime call that day, (Monday) because family are calling. The 'planned' call is not removed from the rota because Fred has not given 24 hrs notice of cancellation of the call. The staff member is instructed not to call. The Service Providers is paid for the call, as is the staff member.</i></p>

7.	<p>SUs are required to give a minimum of 24 hours' notice when planned call(s) are not required so that the 'unable to gain access' procedure is not invoked unnecessarily.</p> <p>Where visits are cancelled this must be recorded as a variation of under delivery on the 4 weekly spreadsheets. This is known as a cancelled call.</p> <p>Accurate records must be kept of all cancelled calls for the purposes of responding to queries, complaints and monitoring use of the service.</p> <p>The Service Provider must ensure that where a SU regularly cancels calls e.g., where family usually call on a certain day, the Assessors/allocated Social Worker is made aware as soon as possible.</p>
8.	<p>There are variations to when a SU does not give or is unable to give 24 hrs notice of cancellation which require differing responses from the Service Provider.</p> <ul style="list-style-type: none"> ○ <i>The SU simply doesn't give 24 hrs notice of cancellation: The staff member attends the call but cannot gain access to the property or finds that the SU is not present. The staff member must take all necessary actions to ensure the safety and well-being of the SU before ending the call, including invoking the 'Unable to Gain Access' procedure if necessary. It must be ascertained when the SU is expected to return and when calls are to be resumed.</i> <p>This call is deemed to have been provided by the Service Provider although actual support has not been delivered. The SU will be charged for this call and the Service Provider is advised to remind the SU of this and the need to give 24 hrs notice of a cancellation of a call. Where subsequent calls are also not required and 24hrs notice has not been received, the Council will pay the Service Providers for all scheduled calls for the subsequent 24-hour period.</p> <ul style="list-style-type: none"> ○ <i>The SU has been unable to give 24 hrs notice of cancellation because there has been a last-minute change to their plans, and they inform the Service Provider at the last minute. The Service Providers knows that the SU is safe, and no further action needs to be taken.</i> <p>This call is deemed to have been provided by the Service Providers although actual support has not been delivered. The SU will be charged for this call and the Service Providers is advised to remind the SU of this and the need to give 24 hrs notice of a cancellation of a call. Where subsequent calls are also not required and 24hrs notice has not been received, the Council will pay the Service Providers for all scheduled calls for the subsequent 24-hour period.</p>

- *The SU has been unable to give 24 hrs notice of cancellation e.g., because they have been taken to hospital in an emergency.*

This call is deemed to have been provided by the Service Providers although actual support has not been delivered (although emergency response may have been given). Where subsequent calls are also not required, the Council will pay the Service Providers for all scheduled calls for the subsequent 24 hr period. If the SU remains in hospital, the Council will pay for the first 14 days of the SU absence. Refer to section 11 below.

Accurate records must be kept of all cancelled calls for the purposes of responding to queries, complaints, and monitoring use of the service.

The Service Providers must ensure that where a SU regularly cancels a call without notice the SU is reminded of the requirement of giving 24 hrs notice and the financial implications of not doing so.

9. Where staff attend but the SU (or family member) declines staff support to meet all or most outcomes, thus reducing the call time, the Service Providers may deem it appropriate to return later to re-offer the support and check on the SUs safety and wellbeing, this is particularly important where it is a lone SU, not a family member who has declined the support. The call is deemed to have been delivered.

This is known as an ‘aborted call’.

Accurate records must be kept of all aborted calls for the purposes of responding to queries, complaints, and monitoring use of the service.

The Service Providers must ensure that where a SU regularly refuses support the Assessors/allocated Social Worker is made aware as soon as possible.

10. It is acknowledged that missed calls i.e., where the staff member fails to attend a planned call, should be an extremely rare occurrence. However, if the call is found to be missed e.g., as the staff member has not realised that it is on their rota, then Support Options must be informed by email, and this must be recorded on the 4 weekly spreadsheet as a variation of under delivery.

The Service Providers must investigate the causes of any missed calls and take any appropriate action to avoid repetition.

11.	<p>Service Providers may be paid the commissioned time for Service Users for a maximum of 14 days of hospital admission to facilitate timely hospital discharges and decrease the length of hospital stays. Payment will comprise of the hourly rate at the time of admission to hospital.</p> <p>The conditions of payment for the hospital Retainer are:</p> <ul style="list-style-type: none"> - The Service User must have been in receipt of home care support from the named Service Provider prior to the hospital admission. - The Service Provider will recommence Service within a maximum of 24 hours of notification of hospital discharge. (Where increases in packages of care and support are requested, a reasonable extension to this may be negotiated (e.g., taking into consideration the size of the package of care increase, Staff training requirements, etc.) - Staff must be compensated financially if their hours and/or pay are affected by a hospital admission. - The Service Provider ensures regular contact with the Hospital Social Work Team or Ward Staff, Health Worker, Hospital Discharge Team, and Carers to facilitate timely discharge and enable Service Providers to be alerted and prepare for any changes in Service User care and support needs. <p>It is the responsibility of the Service Provider to claim this payment within the relevant Invoice period.</p> <p>If a SU is still in hospital on day 14 but the discharge is planned for day 16, we would expect the Service Providers to agree with taking the care package back on as there is an outcome date. If after 14 days, there are no ongoing plans for review or discharge the Service Providers can give notice to terminate the contract for the individual.</p> <p>Accurate records must be kept of all periods of absence for the purposes of responding to queries, complaints, and monitoring use of the service.</p>
12.	<p>It is acknowledged that occasionally the Service Providers must respond to emergency situations e.g., when a SU is ill and an ambulance is called <u>IF</u> this emergency response time cannot be absorbed from within the allocated time e.g., from time available if the SU is taken to hospital, the 3 hours per week tolerance must be applied and an explanatory comment made on the spreadsheet.</p>
13.	<p>It is acknowledged that hospital discharges do not always proceed as planned and the Service Providers may be informed of a discharge, re-instate staff but the SU is not actually discharged as planned. It is</p>

	<p>acknowledged that this situation may be repeated over several days and is particularly difficult when large care packages are concerned.</p> <p>In such situations and to avoid any confusion the Service Providers Manager must discuss this directly with the Support Options manager for a decision to be agreed about payment.</p>
14.	<p>It is acknowledged that most of the planned care and support will be delivered inside the SU's property. However, it is understood that in some cases a proportion of the service will be delivered flexibly and in response to the SUs choices and needs e.g.</p> <ul style="list-style-type: none"> • Shopping calls • Social support calls <p>It is acknowledged that it is impossible for Staff to accurately record all support delivery outside the SUs property. However, the Service Providers must establish a mechanism to record and monitor all time delivered to the SU as accurately as possible e.g. By ECM log in and out with explanations for the purposes of responding to queries, complaints, and monitoring use of the service.</p>
15.	<p>The Service Providers must inform Support Options by email of the following:</p> <ul style="list-style-type: none"> • Any requests for reviews due to: <ul style="list-style-type: none"> - regular increases or decreases to the agreed care package - the regular use of contingency hours (so that this can be included in the total SUS time) - Frequently cancelled calls (so that the SUS can be reviewed and reduced) • All terminations of services • When a temporary arrangement is due to expire, and an extension is required. • When a temporary arrangement is no longer required before the end date
16.	<p>The Service Providers must submit accurate records of variances on the 4-weekly spreadsheet, either under or over delivery.</p> <p>This must be accompanied by codes/comments in relation to the reasons for the variances.</p> <p>The Service Providers must maintain accurate records of the reasons for the variances for the purposes of responding to queries, complaints, and monitoring use of the service.</p>
17.	<p>Support Options remains the first point of contact if there are any queries about a SUs care package. The Support Options Officer will liaise directly with the Assessors/allocated Social Worker in a timely way.</p>

Appendix 11 Early Alert Form

EARLY ALERT FORM

ABOUT THIS FORM

- This document should be used by the Provider to alert Kirklees in a timely manner that they are experiencing difficulty providing a service to a service user. It is important that providers do not wait until a situation has become critical and the care package is at risk of breaking down before bringing any concerns to our attention.
- An attempt to manage the situation must have been made and recorded by the provider to demonstrate they have tried to resolve the situation themselves prior to completing this form. This alert form is to be completed when the provider finds that the situation continues, despite these attempts.
- The purpose of this form is to work closely with providers and include any other stakeholders, including the service user to try and understand the issues from all perspectives. The aim is to attempt to resolve these issues before they escalate even further. However please be aware that this may be a lengthy process and during this time we would expect providers to continue to provide the service. We do also understand that not all situations can be resolved.
- If a termination is agreed to be the best course of action, Kirklees will work with the provider so that they are able to continue to provide support until an alternative support solution is agreed and sourced.
- Please provide any documents to evidence the issues you are raising i.e emails, incident logs, care workers reports,

Please note that if the provider feels the situation is placing staff at an unmanageable risk and this cannot be maintained or managed safely then contact the Brokerage Team Manager or in her absence the Contract Team Manager to escalate the situation without delay.

**ONCE COMPLETED PLEASE RETURN VIA ANYCOMMS TO BROKERAGE or
PASSWORD PROTECTED BY EMAIL TO**

brokerage.referrals@kirklees.gov.uk

Service User's Name:	Service User's Care First Number:
Provider	
Contact Name:	Position:
Telephone Number:	

Please describe the situation and provide us with a timeline of the events from the start date of any issues to present day.

How are these issues/concerns affecting day-to-day service delivery? (please include examples and dates):

What actions have already been taken to try to manage these issues/concerns?

Are there any other Professionals involved in this care package? If so, please provide details (eg, are they experiencing similar issues as you?)

Are you currently being supported by any other professionals to manage the current issues/concerns? If so, please advise who else is involved and what actions have been taken to date:

Signed:

Date:

KIRKLEES RECORD OF ACTIONS TAKEN

Review date: