



**Kirklees Council Contract  
for the Provision of  
Personal Care Services in  
a Care Home**

**(Long and Short Stay)**

**April 2015  
(Version 3.0)**

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**Terms and Conditions of Contract**

**Clause 1 Contract Details**

<b>Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)</b>	
<b>Between</b>	
<b>KIRKLEES COUNCIL (“the Council”)</b> Kirkgate Buildings, Byram Street, Huddersfield, HD1 1BY	
<b>and</b>	
<b>name of Service Provider</b>	
<b>name of Home</b>	
<b>address of Home</b>	
<b>Companies House number</b> (if Service Provider is a limited company)	
<b>Contract Commencement Date</b>	

## Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

	Signatory 1	Signatory 2
<b>Signed on behalf of the Council</b>		
name of Authorised Officer		
duly authorised position		
date signed		
	Signatory 1	Signatory 2
<b>Signed on behalf of the Service Provider</b>		
name of duly authorised person		
duly authorised position		
date signed		

Upon execution of this Contract, the Parties agree that all contracts between the Parties subsisting prior to the Contract Commencement Date relating to the provision by the Service Provider of personal care services to Service Users in a care home shall, with effect from the Contract Commencement Date, be deemed to be governed by these Terms and Conditions of Contract *for the Provision of Personal Care Services in a Care Home (Long and Short Stay) April 2015 (Version 3.0)*.

The information relating to the Personal Care Fee (Price), Third Party(ies), Third Party Contributions, Additional Services and any other information related to such Service User(s) contained in such contracts are deemed to be incorporated into an individual Placement Agreement concluded under this Contract.



## Clause 2 Definition and Interpretation of Contract Terms and Conditions

In this Contract, the following expressions have the meanings given opposite them:

2.1.	<b>Accounting Period</b>	means each 4 weekly period determined by the Council for which a charge is made by the Service Provider in respect of the Service.
2.2.	<b>Additional Services</b>	means the additional services available to be provided to the Service User by the Service Provider and in respect of which the Service User is responsible for payment to the Service Provider.
2.3.	<b>Adult at Risk</b>	means the same as the definition for Vulnerable Adult.
2.4.	<b>Assessment</b>	means a written carried out by the Council or other party as determined by the Authorised Officer, in relation to a Service User's individual needs for residential care and Nursing Care.
2.5.	<b>Authorised Officer</b>	the Council's Assistant Director Commissioning and Health Partnerships, or any person appointed by the Council to manage the social services' activities of the Council, his successors and agents or persons nominated by him as notified to the Service Provider for various purposes in connection with the Contract.
2.6.	<b>Business Continuity Management (BCM)</b>	means all the assessed risks that might affect the Service Provider's ability to deliver the Service and how the Service can be maintained, regardless of the cause of the disruption.
2.7.	<b>Business Continuity Plan</b>	means a plan referred to in Clause 38, 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 Service.

2.8.	<b>Carer</b>	someone who provides unpaid support to family and/or friends, who are ill, frail, disabled or has mental health or substance misuse problems.
2.9.	<b>Client Financial Affairs or CFA</b>	the department of the Council dealing with the financial aspects of the Contract on behalf of the Council.
2.10.	<b>Commercially Sensitive Information</b>	shall have the meaning ascribed to it in the Freedom of Information Act.
2.11.	<b>Confidential Information</b>	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.
2.12.	<b>Contract</b>	is the agreement between the Parties comprising Part A and Part B of the <i>Council's Terms and Conditions of Contract for the Provision of Personal Care Services within a Care Home (Short Stay and Long Stay)</i> , <i>Outcome Based Specification</i> , the <i>CQC Essential Standards of Quality and Safety</i> , <i>Placement Agreement(s)</i> , each <i>Support Plan</i> as agreed with the <i>Team Manager</i> , <i>Service User Room Relocation Request Form</i> , <i>Schedule of Admissions, Discharges and Deaths – Independent Sector Care Homes</i> , <i>Council Remittance/Payment Schedule: Payments to Provider</i> , <i>Interaction with Local Healthwatch Organisations</i> , <i>Hospital Admissions/Discharges Good</i>

		<i>Practice Guidance – Adults Over 18, Net Placement Recovery Procedures for Residential and Nursing Home Service User Contributions</i> and all other documents referred to in the documents comprising the Contract.
2.13.	<b>Contract Monitoring</b>	means the monitoring procedures developed and implemented by the Council.
2.14.	<b>Contract Term</b>	means the period that this Contract shall be in force as set out in Clause 3.
2.15.	<b>Council</b>	means Kirklees Council.
2.16.	<b>CQC</b>	means the Care Quality Commission or such other Government department or other body as may replace the same.
2.17.	<b>Daily Record</b>	means the written record by Staff pertaining to care and support given for each day for each Service User.
2.18.	<b>En-suite</b>	means as a minimum a hand basin and toilet contained in a separate room at the Home connected to the Service User's bedroom via a door. In the case of a single room the En-suite must be for the exclusive use of the Service User and in the case of a double room the En-suite must be for the exclusive use of the Service User and the resident with whom they share the double bedroom.
2.19.	<b>Essential Standards of Quality and Safety</b>	means the standards produced by the Care Quality Commission (CQC) under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 as may be revised from time to time.
2.20.	<b>Good Industry Practice</b>	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to

		time of a skilled and experienced operator (as well as its servants, agents and subcontractors) engaged in the same type of business as that of the Service Provider.
2.21.	<b>Home</b>	the establishment referred to in this Contract where the Service Provider provides the Services. All references to Homes and care home(s) in this Contract shall be interpreted as having this meaning.
2.22.	<b>Long Stay Placement</b>	means a Placement which is expressed in the <i>Placement Agreement</i> as being for an indefinite period and the Home is to become the Service Users main residence.
2.23.	<b>Manager</b>	the individual registered as the Manager of the Home as defined under the Health and Social Care Act 2008.
2.24.	<b>NHS</b>	the Primary Care Trust established under section 16A of the National Health Service Act 1977 and continuing in existence under Section 18 of the National Health Service Act 2006, or any other appropriate or successor body responsible for the provision of Nursing Care, with whom the Service Provider is to contract in respect of the Nursing Care.
2.25.	<b>NICE</b>	means the National Institute of Clinical Excellence.
2.26.	<b>Nursing Care</b>	the nursing care described in the Support Plan provided by a registered nurse as defined by Section 49(2) of the Health and Social Care Act 2001.
2.27.	<b>Nursing Care Fee or Joint Funded Care Fee</b>	the Nursing Care Fee or the NHS contribution to the Joint Funded Care Fee (if any) stated in the Placement Agreement payable by the Council on behalf of the NHS. (Where no Nursing Care Fee or Joint Funded Care Fee is stated in the Placement

		Agreement, this will be paid direct to the Service Provider by the NHS and the Council shall have no liability for payment of such fee). References to Nursing Care Fee throughout this document will be deemed to include, where detailed on the Placement Agreement, the NHS contribution to the Joint Funded Care Fee paid by the Council on behalf of NHS
2.28.	<b>Party</b>	means either the Council or the Service Provider and “Parties” means both the Council and the Service Provider.
2.29.	<b>Person Led Assessment</b>	means the initial self assessment of the Service User carried out with the support of the Authorised Officer and where appropriate the Representative, to determine the desired outcomes, needs and preferences of the Service User.
2.30.	<b>Personal Care Fee</b>	means the maximum price per week payable by the Council to the Service Provider for each Service User in return for providing the Services (other than Nursing Care), as set out in the <i>Placement Agreement</i> .
2.31.	<b>Placement</b>	means the referral by the Council of an individual Service User to become a resident of the Home and the acceptance of such referral by the Service Provider in accordance with the terms of this Contract.
2.32.	<b>Placement Agreement</b>	means the agreement between the Parties in the form of the document set out in <i>Appendix 2</i> (or in any other form as notified to the Service Provider by the Council from time to time) in respect of each Placement.
2.33.	<b>Public Holiday</b>	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.
2.34.	<b>Quality and Risk Profile</b>	means the Quality and Risk Profile tool which the CQC use to make judgments about the quality of the Service Provider.
2.35.	<b>Records</b>	means the Service records, books of account, financial details (including but not limited to breakdown of the Personal Care Fee in respect of each Service User), correspondence and other documents relating to the Service, to be maintained, produced and/or reviewed by the Service Provider in accordance with this Contract.
2.36.	<b>Registrations</b>	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.
2.37.	<b>Representative</b>	means an advocate, Carer relative or friend of the Service User who is concerned with and/or involved in the care of the Service User.
2.38.	<b>Request for Information</b>	shall have the meaning set out in the Freedom of Information Act and/or the Environmental Information Regulations, as appropriate.
2.39.	<b>Safeguarding</b>	means the definition indicated in the <i>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i> issued from time to time by the

		Council.
2.40.	<b>Service or Services</b>	means the accommodation together with personal care services (including where applicable, Placements involving services in a residential setting financed by a Joint Funded Care Fee as identified in the Placement Agreement but excluding Nursing Care) to be provided by the Service Provider as set out in this Contract (for the avoidance of doubt excluding Additional Services) and includes any variation made pursuant to Clause 16.
2.41.	<b>Service Provider</b>	the Party who has contracted with the Council and where applicable the NHS to provide the Service.
2.42.	<b>Service User</b>	means a person who has been assessed by the Council as requiring the Service and referred to and accepted by the Service Provider.
2.43.	<b>Service User Contribution</b>	means the financial contribution, notified to the Service User in writing by the Council (as revised from time to time) as detailed in the <i>Placement Agreement</i> , which the Service User has agreed to make towards the Personal Care Fee after an assessment by the Council.
2.44.	<b>Short Stay Placement</b>	means a Placement which is expressed as such in the <i>Placement Agreement</i> and the Home is not considered to be the Service User's main residence. Reference in this Contract to Short Stay Placement includes respite care breaks for Carers.
2.45.	<b>Specification</b>	means the details of the Service to be provided for Service Users as set out in the individual Service User's Support Plan, <i>CQC Essential Standards of Quality and Safety</i> and the <i>Outcome Based Specification</i> , as may be amended from time to time by the Council in accordance with the Contract.

2.46.	<b>Staff</b>	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.
2.47.	<b>Support Plan</b>	means the person centred plan made in conjunction with the Service User, Council and Service Provider which identifies the Service User's individual support needs and how these needs are to be met in a way which is acceptable to the Service User, reviewed and updated by the Service Provider on a continual basis and as may be amended in accordance with the Contract.
2.48.	<b>Team Manager</b>	the Council Officer authorised to specify requirements for and amendments to the Service on behalf of the Council and the Service User.
2.49.	<b>Third Party</b>	means the party whose details appear in the <i>Placement Agreement</i> who has agreed to pay the Third Party Contribution.
2.50.	<b>Third Party Contribution</b>	means the sum set out in the <i>Placement Agreement</i> in respect of the cost of enhanced facilities where the Service User chooses a Placement which is more expensive than that which the Council would normally pay as a result of the Service User Assessment, payable by the Third Party in accordance with <i>Clause</i>



		7.
2.51.	<b>TUPE</b>	shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
2.52.	<b>Vulnerable Adult or Adult at Risk</b>	means a person of 18 years of age or older who is or may be in need of social care services by reason of mental or other disability, age or illness and who is or may be unable to take care of him or herself or unable to protect him or herself against significant harm or exploitation.
2.53.	<b>Working Day</b>	means any day other than a Public Holiday.
2.54.	The headings in this Contract are for convenience only and shall not affect its interpretation.	
2.55.	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.	
2.56.	Any reference in this Contract to a person includes a firm, company, corporation, partnership, trust, authority and other body whether incorporated or unincorporated.	
2.57.	References to Clauses, Schedules and Appendices are, unless otherwise provided, references to clauses, schedules and appendices to the Contract.	
2.58.	<p>The Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within and supersedes all previous contracts between the Parties. Where there is any conflict between any of these Terms and Conditions and other parts of the Contract, the parts of the Contract shall be given the following priority in descending order:</p> <p>2.58.1. these Terms and Conditions;</p> <p>2.58.2. the <i>Placement Agreement</i>;</p> <p>2.58.3. all other documents forming the Contract.</p>	
2.59.	The expressions “Council”, “Service Provider” and “NHS” include their respective successors, personal representatives and permitted sub-contractors and assigns.	

2.60.	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.
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### **Clause 3 Duration of Contract and Placement Agreements**

3.1.	The Contract Term shall commence on the Contract Commencement Date and subject to the provisions of the Contract, shall expire on 31 March 2018.
3.2.	At the sole discretion of the Council, the Contract Term may be extended for up to a further two year period by serving six months notice on the Service Provider.
3.3.	On expiry of the Contract Term or earlier termination of the Contract or Placement Agreement, the Service Provider agrees to offer assistance and co-operation to the Council in order that the Council is able to ensure a smooth transition of the provision of the Service to an alternative service provider.
3.4.	Notwithstanding any early termination or expiry of this Contract, any Placement made to the Home under this Contract will continue in force and each Placement Agreement shall continue to be governed by these Terms and Conditions for the duration of the Placement unless the Placement Agreement is terminated by either Party in accordance with the provisions of the Contract.

### **Clause 4 Obligations of the Council**

4.1.	The Council will be responsible for the Assessment, the proposing of each Placement and review of those Service Users requiring the Service pursuant to this Contract.
4.2.	The Council will propose Placements to the Service Provider for the level of support as stated in the Assessment.
4.3.	The Authorised Officer will arrange for a <i>Placement Agreement</i> to be signed by the Parties, the Service User or Representative and any other third parties, as appropriate, if practicable prior to the commencement of the Placement and a copy of the Assessment and the Service User's Support Plan will be sent to the Service

	Provider.
4.4.	The existence of this Contract in no way confers any obligation upon the Council to make any Placements and the Service Provider accepts the risk that the Council may not make any Placements at the Home at all during the Contract Term.

## Clause 5 Obligations of the Service Provider

5.1.	The Service Provider is authorised to provide Services only to those Service Users whose needs have been identified through the Assessment and in respect of which a Placement Agreement has been issued by the Authorised Officer or signed by all parties.
5.2.	The Service Provider shall, subject to Clause 5.3, accept the Placement and be obliged to comply in all respects with each <i>Placement Agreement</i> upon signature by all parties of the <i>Placement Agreement</i> , or upon issue by the Authorised Officer to the Service Provider of the <i>Placement Agreement</i> pending such signature.
5.3.	All Placements shall commence on the date set out in the <i>Placement Agreement</i> or if the Service User does not take up the Placement on the date specified by the <i>Placement Agreement</i> , the Placement will be deemed to commence on the date the Service User takes up residence at the Home.
5.4.	The Service Provider shall provide the Service to Service Users and meet the needs of Service Users in accordance with: <ul style="list-style-type: none"> <li>5.4.1. the <i>Outcome Based Specification</i>;</li> <li>5.4.2. each Support Plan; and</li> <li>5.4.3. other provisions of the Contract</li> </ul>
5.5.	The Service Provider shall observe and comply (and shall ensure that its Staff 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, and to the required standards of Good Industry Practice. This includes, but is not limited to the Essential Standards of Quality and Safety issued by the CQC March 2010 Appendix B: Schedule of Applicable Publications as may be amended from time to time including the Acts, Regulations, Orders, codes of practice referred to therein.

5.6.	The Service Provider shall ensure that the Council is kept promptly informed of any significant changes affecting the health or well being of a Service User. In the event that a Service User's care needs increase or decrease, the Service Provider shall immediately notify the Authorised Officer for re-assessment of the Service User's needs. Until the Service User's needs have been re-assessed by the Authorised Officer and the Service Provider is instructed by the Authorised Officer, the Service Provider is authorised to adjust temporarily the Services as the Service Provider reasonably considers appropriate in order to meet the needs of the Service User. The Service Provider shall not permanently change the Service provided to Service Users without the Council's prior written consent of the Authorised Officer.
5.7.	The Service Provider shall ensure that where a Service User is required to attend a planned medical appointment or hospital on an emergency basis, the Service User is escorted by an appropriate person.
5.8.	The Service Provider shall at all times have written policies and procedures in effect for its Staff in respect of the provisions of this Contract and shall produce these upon request by the Authorised Officer.
5.9.	Following the allocation of the Service User to the allotted room within the Home, the Service Provider will not move the Service User to any other accommodation within the Home or any other home, without the prior consent of the Service User and of the Team Manager, except for temporary movement for the purposes of decoration or other maintenance, which shall only be carried out following consultation with the Service User or their Representative. There will be no adjustments made to sums paid for any Service User who is moved on a temporary basis. Any requests for the consent of the Team Manager to the relocation of the Service User must be made on the <i>Service User Room Relocation Request Form</i> .
5.10.	No Service User shall be required or requested by the Service Provider to sign any agreement, consent forms, disclaimer notices or acceptance notices which in any way conflict with the provisions of this Contract or which affect their statutory rights.
5.11.	The Service Provider shall ensure, that any room provided for the Service User at the Home is suitable to meet the health needs of the Service User and accommodate any care equipment required to meet those needs.
5.12.	The Service Provider shall carry out Service User experience surveys and any other

	surveys reasonably requested by the Council in relation to the Service. The Service Provider shall co-operate with any surveys that the Council may, acting reasonably, carry out or as otherwise required by this Contract. The format, frequency and reporting of such surveys shall be as determined by the Council.
5.13.	The Service Provider must promptly notify the Authorised Officer of any changes in control or responsibility of the Service Provider including: <ul style="list-style-type: none"> <li>5.13.1. relating to the changes in owner or the Manager of the Home</li> <li>5.13.2. if the Service Provider intends to sell the Home</li> <li>5.13.3. if the Service Provider is considering closing the Home for any reason</li> </ul>
5.14.	The Service Provider will ensure that Service Users and/or their Representatives are informed of any reports or notices issued by the CQC relating to the Home.

## Clause 6 Trial Periods

6.1.	The first four weeks of any Long Stay Placement shall be regarded as a trial period (the " <b>Trial Period</b> ") during which the Parties shall assess the extent to which the Placement is satisfactory. The Council may, in agreement with the Service Provider, extend the Trial Period after consultation with the Service User.
6.2.	This <i>Placement Agreement</i> in respect of the Long Stay Placement may be terminated immediately by either Party giving written notice to the other during the initial four week Trial Period or during such other Trial Period as may be agreed in writing by the Parties before the <i>Placement Agreement</i> commencement date or at the initial review meeting following such Trial Period.

## Clause 7 Terms of Payment

7.1.	Where the Service User Contribution and/ or Third Party Contribution are/is to be paid by the Service User or Third Party directly to the Service Provider, the Service Provider will use its best endeavours to obtain all such contributions from those persons. In the event that the Service Provider is unable to collect a Service User/Third Party Contribution within the timescales specified in the <i>Net Placement Recovery Procedures for Residential and Nursing Home Service User Contributions</i>
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	<p>(Appendix 8) (“the Procedure”), the Service Provider may request the Council to pay the overdue Service User Contribution/Third Party Contribution to the Service Provider. The Service Provider must provide written evidence of its compliance with the Council’s procedure for collecting such overdue payments, as referenced in the Procedure in support of any application made in accordance with the provisions of this Clause. If the Council, in its absolute discretion, is satisfied that the Service Provider has complied in all respects with the Procedure it will notify the Service Provider of its approval of the application and pay the outstanding Service User Contribution/Third Party Contribution to the Service Provider during the next Accounting Period and then the Council will seek recovery of such contributions from the Service User/Third Party concerned. If the Council is not satisfied that the Service Provider has complied in all respects with the Procedure, it may refuse the request and require the Service Provider to take such other steps to obtain the outstanding Service User Contribution/Third Party Contribution as the Council determines appropriate.</p>
7.2.	<p>In consideration of the performance by the Service Provider of its obligations under the Contract to the satisfaction of the Authorised Officer, and in performance of its obligations under any contract with the NHS in respect of Nursing Care the Council shall, subject to the provisions of Clause 7, pay to the Service Provider the Personal Care Fee and where applicable, the Nursing Care Fee.</p>
7.3.	<p>Unless otherwise agreed in writing between the Parties, no Third Party Contribution shall be charged but if agreed, then subject to Clause 7.1, the Service Provider shall seek payment directly from the Third Party of agreed Third Party Contributions.</p>
7.4.	<p>The Service Provider shall not request any further payment from the Service User or their Representative or related parties for the Service, other than allowed in the Placement Agreement.</p>
7.5.	<p>The Service Provider will only vary the Third Party Contribution annually by agreement with the Council and the Third Party. The increase in the Third Party Contribution must be reasonable in all respects and any increase shall not exceed an amount equivalent to the average percentage increase in the Consumer Price Index published by the Office for National Statistics (or any official publication substituted for it) over the twelve months preceding the implementation of the increase.</p>

7.6.	Should payment of the Third Party Contribution cease for whatever reason, the Council may terminate the <i>Placement Agreement</i> forthwith by notice in writing to the Service Provider.
7.7.	The Service User shall not be required to pay from any source including the Personal Expenses Allowance, for any part of the Service which the Service Provider is deemed to have included in the Personal Care Fee other than in accordance with the Care Act 2014.
7.8.	No charge will be made to the Service User or Third Party for the Service other than any Service User Contribution and Third Party Contribution agreed between the Parties. Charges for Additional Services shall be met by the Service User where they or their Representative has agreed in writing to do so and where the Authorised Officer has been given prior notice.
7.9.	The Service Provider will receive a <i>Council Remittance/Payment Schedule: Payments to Provider (Appendix 5)</i> from the Council detailing the payment to be made for the Service for the previous Accounting Period. The Service Provider must sign and return to the Council the <i>Council Remittance/Payment Schedule: Payments to Provider</i> along with the <i>Schedule of Admissions, Discharges and Deaths – Independent Sector Care Home (Appendix 4)</i> . If the Service Provider does not agree with the proposed payment stated in the <i>Council Remittance/Payment Schedule: Payments to Provider</i> , details of the disputed amount and any supporting evidence must be returned to Client Financial Affairs with the signed <i>Council Remittance/Payment Schedule: Payments to Provider</i> . Failure to return the <i>Council Remittance/Payment Schedule: Payments to Provider</i> by the appropriate date detailed in the payment schedule issued by Client Financial Affairs will mean the next scheduled <i>Council Remittance/Payment Schedule: Payments to Provider</i> payment will not be paid until the previous <i>Council Remittance/Payment Schedule: Payments to Provider</i> is signed and returned. If the amount on the <i>Council Remittance/Payment Schedule: Payments to Provider</i> is disputed the Service Provider will receive the undisputed amount provided the <i>Council Remittance/Payment Schedule: Payments to Provider</i> is signed and returned. Any over or under payments will be adjusted on the next <i>Council Remittance/Payment Schedule: Payments to Provider</i> following verification. All payments will be made by the Banks Automated Clearing System (BACS). The Council must be informed of

	any changes to the Service Provider's bank account or building society account details into which the Council makes payment. The changes must be detailed on the Bank Account or Building Society Account Details Form (refer to Appendix 9). For the avoidance of doubt, payment is made for each overnight stay.
7.10.	Payment shall normally be made no later than 30 days from the date the <i>Council Remittance/Payment Schedule: Payments to Provider</i> signed by the Service Provider is received by Client Financial Affairs. All sums due from the Council to the Service Provider which are not paid by the 45th day from receipt of such <i>Council Remittance/Payment Schedule: Payments to Provider</i> ("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 annual rate of 3 per cent less than the rate provided for by the late payment of Commercial Debts (Rate of Interest) (No3) Order 2002. The Council shall not be liable in respect of any contractual or statutory claims in respect of late payment of debts unless the Council has received written notice of such claim from the Service Provider within 60 days after the due date.
7.11.	The Personal Care Fee shall be determined and notified to the Service Provider by the Council in March each year, following consultation with representative organisations taking into account relevant inflationary factors. Any revised Personal Care Fee shall be effective on the date in April of the benefits up-rating by the Department of Work and Pensions (or such other Government Department which may replace the same). The NHS or the Council may determine changes to the Nursing Care Fee as notified to the Service Provider from time to time. Upon issue of relevant notice adjusting the Personal Care Fee and/or Nursing Care Fee, the Placement Agreement and the Contract is deemed to be amended accordingly.
7.12.	If a Service User is admitted to hospital the Service Provider shall retain the accommodation in the Home and the Personal Care Fee shall be paid for a maximum of three weeks unless this is extended by the Council at the absolute discretion of the Authorised Officer.
7.13.	A review of the Service User's care needs shall be undertaken by the Council should there be a significant change in circumstances whilst in hospital. This review will be undertaken when the Service User is at their optimum recovery. Where a Service User's needs have changed but it is considered by the Council that the Placement is still suitable, an assessment by the Service Provider will be undertaken to confirm



	whether the Service Provider can still meet the Service User's assessed needs within 48 hours of the Council making such a request. The Service Provider will follow the <i>Hospital Admissions/Discharges Good Practice Guidance – Adults Over 18</i> refer to <i>Appendix 7</i> .
7.14.	If the Service User goes on holiday, the Council shall pay the Personal Care Fee for two weeks in any one financial year.
7.15.	Unless otherwise agreed in writing between the Parties, the Council shall pay the Personal Care Fee up to the date of death of the Service User.
7.16.	Unless otherwise specified in the Contract, all fees and contributions payable under each Placement Agreement (excluding charges for Additional Services) shall cover all costs, expenses and charges for providing the Service and meeting the requirements of the Service User's Support Plan and associated documents, and the specific elements thereof, including but not limited to the provision of Personal Care (and Nursing Care where applicable), including assistance with dressing, washing, bathing, shaving, toileting, moving and handling, eating, drinking, taking medication, communicating, social activities, labour (including escorts to health related appointments or treatment), equipment (including equipment to meet the individual needs of each Service User), basic toiletries, food and beverages including provision outside the Home, materials, transport (including in relation to health related appointments or treatment), management, administration, operating costs, overhead charges, other costs, expenses and disbursements and all general risks, liabilities and obligations set out in or implied as necessary to comply with the Contract.
7.17.	Where the Service User's finances are administrated by the Council, any personal monies forwarded to the Home must be distributed to the Service User in the manner prescribed by the Council. The Service Provider will co-operate with and allow the Council to enter the Service Provider's premises to undertake financial monitoring of the Service User's personal monies.
7.18.	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.

## Clause 8 Additional Services

8.1.	Where the Service Provider wishes to charge Service Users for providing Additional Services, the Service Provider shall provide to the Council, Service User and any Representative at the commencement of the Placement with precise details and applicable charges and subsequently promptly provide to such parties all updates and amendments.
8.2.	The Council shall not be liable for payment of Additional Services and the Service Provider will be responsible for obtaining all payments for Additional Services direct from the Service User.
8.3.	The Service Provider shall at all times ensure that charges for Additional Services shall be reasonable in all the circumstances and must not include any of the costs, expenses and charges as detailed in Clause 7.16.
8.4.	All Additional Services shall be recorded by the Service Provider and shall be open for inspection by the Authorised Officer, subject to permission of the Service User or their Representative.

## Clause 9 Personal Allowance

9.1.	The Service Provider shall not take or attempt to take from any Service User the whole or any part of that person's Personal Allowance in part payment for the Service.
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## Clause 10 Temporary Absence from the Home

10.1.	The Service Provider must immediately inform the Authorised Officer in the event of unplanned absence of the Service User from the Home. The Service Provider shall inform the Authorised Officer within twenty four hours in the event of admission to hospital of the Service User. The Service Provider will inform Client Financial Affairs of admissions, discharges and deaths on the <i>Schedule of Admissions, Discharges and Deaths – Independent Sector Care Homes</i> .
10.2.	Upon the Service User's return to the Home following a period of absence a review of the Support Plan shall be carried out by the Service Provider.

10.3.	The Service Provider may not let or otherwise use or allow to be used the Service User's designated personal accommodation within the Home during any temporary absence without the prior written agreement of the Council and the Service User or their Representative.
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## Clause 11 Records and Accounts

11.1.	The Service Provider shall keep and maintain full and accurate Records in such form as the Council may from time to time require to be kept separate from other records not relating to this Contract.
11.2.	The Service Provider shall make the Records referred to in Clause 11.1 available for inspection upon reasonable notice where the Authorised Officer considers this to be practicable and in certain circumstances seizure as and when required by the Authorised Officer and shall provide copies of records and information relating to the Service as reasonably required by the Authorised Officer. The Service Provider will comply with the <i>Inter-Agency Information Sharing Protocol</i> as referenced in <i>Appendix 1 Document Reference Table</i> .
11.3.	The Service Provider must allow access by the Service User to all Records relating to their care except where their Support Plan agreed with the Council states that it is not in the best interests of the Service User. Where it is not in the Service User's best interests, the Representative acting on behalf of the Service User must be given access to the Support Plan and to all Records relating to the Service User's care.
11.4.	The Service Provider will provide the Council with a copy of its <i>Quality and Risk Profile</i> in full upon request by the Authorised Officer.
11.5.	The Service Provider shall keep and maintain all Records relating to this Contract for the time periods detailed in the CQC's Essential Standards of Quality and Safety and the Outcome Based Specification. At the end of the Contract Term or on termination of a <i>Placement Agreement</i> , the Service Provider shall, at the request of the Authorised Officer, hand over any documentation related to the provision of the Service to the Council to the extent that such transfer is not prohibited by law.
11.6.	The Service Provider will ensure that the Council is notified as soon as possible if the Service Provider receives a notice in accordance with the Health and Social

	Care Act 2008 from the CQC. A copy of the notice must be forwarded to the Authorised Officer on the same day.
11.7.	The Service Provider must also notify the Council of any incidents that occur in the Home that are notified to the CQC. Notifications must be made to the Authorised Officer on the same day as notification is sent to the CQC.
11.8.	The Service Provider shall, if so requested by the Authorised Officer from time to time, provide the Council with its audited annual accounts.
11.9.	The Service Provider must 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 12 Monitoring the Service

12.1.	The Council will exercise its rights under Clause 11 and this Clause 12 in order to monitor whether the Service is performed in accordance with the Contract.
12.2.	The Service Provider must maintain in good working order an email system which is accessible at all times and is administered in accordance with Clause 32.
12.3.	The Service Provider shall at all times co-operate with the Council's monitoring and evaluation processes. The Service Provider will allow the Council access to the Home at all times, whether announced or unannounced.
12.4.	The Service Provider shall at all times allow the Authorised Officer(s) access to the Home for the purpose of interviewing Staff in connection with the carrying out of all parts of the Service. The Authorised Officer has the power to investigate any matters relating to the provision of the Service.

## Clause 13 Written Complaints Procedure

13.1.	The Service Provider shall, on the Contract Commencement Date have a written complaints procedure in place and shall ensure that Service Users, Carers,
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	<p>Representatives and Staff are fully informed of its existence. The complaints procedure must be easy to access, understand and initiate. The Service Provider shall keep a record of each complaint and its particulars including:</p> <p>13.1.1. the names of the person making the complaint</p> <p>13.1.2. the date of receipt of the complaint</p> <p>13.1.3. the nature of the complaint</p> <p>13.1.4. the nature of any action or investigation carried out</p> <p>13.1.5. the outcome of such investigation and any remedial action which may have been taken</p> <p>13.1.6. the reasons for not taking any action at all (if applicable)</p>
13.2.	<p>The Service Provider shall make provision in relation to the following matters, which it shall make all Service Users, Carers, Representatives and Staff aware of:</p> <p>13.2.1. the stages of the complaint procedure including how to make a complaint, who they make the complaint to, the appeals process and how it works;</p> <p>13.2.2. target time limits for processing complaints and reporting progress to complainants;</p> <p>13.2.3. the complainant's right to seek advocacy and how the Service Provider would assist them in this process; and</p> <p>13.2.4. the complainant's right to contact the Council in relation to any matter concerning or connected with the Service by making appropriate reference to the Council's statutory complaints procedure.</p>
13.3.	<p>The Service Provider must also make available to Service Users the <i>Complaints, Comments and Compliments Procedures of the Council</i> as referenced in <i>Appendix 1 Document Reference Table</i>.</p>

## Clause 14 Staffing

14.1.	<p>The Service Provider shall ensure that every person it employs concerning the provision of the Service is at all times careful, skilled and honest and properly and sufficiently qualified, experienced, instructed and supervised with regard to the</p>
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	<p>provision of the Service. Such persons 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 who must:</p> <ul style="list-style-type: none"> <li>14.1.1. protect the rights and promote the interests of Service Users and Carers;</li> <li>14.1.2. promote the independence of Service Users while protecting them as far as possible from danger or harm;</li> <li>14.1.3. respect the rights of Service Users whilst seeking to ensure that their behaviour does not harm the Service Users themselves or other people;</li> <li>14.1.4. uphold public trust and confidence in social and health care services;</li> <li>14.1.5. be accountable for the quality of their work and take responsibility for maintaining and improving their knowledge and skills.</li> </ul>
<p>14.2.</p>	<p>Without prejudice to the other provisions of this Clause 14 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 Service to Service Users.</p>
<p>14.3.</p>	<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> <ul style="list-style-type: none"> <li>14.3.1. The Service Provider shall: <ul style="list-style-type: none"> <li>14.3.1.1. 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</li> <li>14.3.1.2. subject to Clause 14.5 ensure that all Staff engaged in the provision of the Services are subject to a valid enhanced disclosure check 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</li> </ul> </li> </ul>

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

- 14.3.1.3. monitor the validity, relevance and age of the certificates obtained pursuant to the checks referred to in Clause 14.3.1.2 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.
- 14.3.2. 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.
- 14.3.3. 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 14 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).
- 14.3.4. 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 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.
- 14.3.5. 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

	<p>or who may otherwise present a risk to Service Users.</p> <p>14.3.6. 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 14.6.</p> <p>14.3.7. 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>
<p>14.4.</p>	<p>Where the Services include any element of child care: the words “subject to Clause 14.5” in Clause 14.3.1.2 shall be deemed to be deleted and Clause 14.5 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 14.3.1.2.</p>
<p>14.5.</p>	<p>A “DBS Adult First Check”: this 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:</p> <p>Response 1: ‘registered body must wait for the DBS certificate’</p> <p>Response 2: ‘no match exists for this person on the current adults barred list’.</p> <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 14.3.1.2) <i>only</i>:</p> <p>14.5.1. in accordance with the guidance described in the Essential Standards of Quality and Safety; and</p> <p>14.5.2. 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 14.3.1.2; and</p> <p>14.5.3. if a DBS Adult First Check is obtained and the response from the DBS regarding the DBS Adult First Check is Response 2.</p>
<p>14.6.</p>	<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</p>



	<p>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>
14.7.	<p>Each new member of Staff commencing work of a care and support nature within the Service shall complete to the satisfaction of the Service Provider a period of planned induction ensuring that the member of Staff achieves, before 1 April 2015 the outcomes set out in the <i>Common Induction Standards for Social Care (Adults, England)</i> and the <i>Common Induction Standards for Health Care (Adults, England)</i>, or from the 1 April 2015 the <i>Care Certificate</i>, published from time to time by Skills for Care see reference in <i>Appendix 1 Document Reference Table</i>.</p>
14.8.	<p>The Service Provider shall obtain two satisfactory written references prior to the employment of a member of Staff, one of which must be from the applicant’s last permanent employer. The Service Provider shall use all due diligence during the recruitment process, including but not limited to ensuring that any gaps in the employment record of a potential member of Staff are adequately explained.</p>
14.9.	<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>
14.10.	<p>For the avoidance of doubt, this Clause 14 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.</p>

## Clause 15 Safeguarding Adults at Risk

15.1.	The Service Provider is required to comply with and abide by the <i>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i> . 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>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i> issued by the Council 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 Adults at Risk to the Council and to co-operate with any safeguarding investigation of such allegations undertaken and with the implementation of any <i>Protection Plan</i> 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 safeguarding investigations 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, 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 a Council officer to defraud or disadvantage a Service User or Carer, 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 Council’s Chief Executive or Director of Finance, 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.	<p>Where Placements have been suspended under the Contract, the Council will not recommence making Placements to the Service Provider until a Contract Monitoring exercise has been undertaken by the Council, which determines that the Service Provider complies with the Council requirements for the Service, or until the Authorised Officer determines Placements can recommence.</p>
15.9.	<p>Throughout a safeguarding investigation, the Service Provider will be required to fully co-operate with the safeguarding investigation processes in line with the <i>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i>.</p>
15.10.	<p>On completion of all safeguarding investigations, if it is subsequently determined under the <i>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i> that the allegation of abuse was substantiated and that the 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>15.10.1. require the Service Provider to immediately cease to use the services of that member of Staff; or</p> <p>15.10.2. terminate the <i>Placement Agreement(s)</i> relating to the substantiated abuse immediately and recover any losses resulting from the termination.</p>
15.11.	<p>During the period of any suspension of Placements the provisions of Clause 21</p>

	Suspension of Placements and Withdrawal of the Service User from the Home will apply.
15.12.	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 15.10.
15.13.	<p>The Service Provider agrees and undertakes that it shall not and shall ensure that its Staff and or agents do not:</p> <p>15.13.1. enter into any financial transaction whatsoever with a Service User or their Representative (except where expressly permitted under any other provisions of this Contract) including the borrowing or lending of monies or property;</p> <p>15.13.2. accept any gifts from a Service User or their Representative;</p> <p>15.13.3. 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>15.13.4. use retail loyalty cards and special offers for their own benefit; or</p> <p>15.13.5. act as witness to any legal documents, including but not limited to the will of a Service User.</p>
15.14.	Where a Service User is placed outside the Council’s administrative area (out of area placement) the Service Provider will ensure that the Service User has access to their nominated independent advocate. If the Service User has not been appointed an independent advocate the Service Provider must inform the Authorised Officer. The Service Provider must facilitate contact between the Service User and the nominated independent advocate. The Service Provider must inform the Authorised Officer of any changes to the Service User’s nominated independent advocate.

## Clause 16 Variation of Contract

16.1.	<p>After consultation with the Manager, the Authorised Officer or the Team Manager may issue to the Service Provider instructions requiring a decrease or an increase in the level of Services or other changes to the Services and/or the Contract documents as follows:</p> <p>16.1.1. the Services</p> <p>16.1.2. the Support Plan</p> <p>16.1.3. format of template <i>Placement Agreement</i>.</p>
16.2.	<p>Unless a price adjustment for the change has been determined under any other provisions of the Contract or agreed with the Authorised Officer/Team Manager prior to implementation of such change, such change shall be valued (where a valuation is appropriate) by the Authorised Officer/Team Manager on a fair and reasonable basis using where relevant, the rates and prices set out or referred to in the <i>Placement Agreement</i>.</p>
16.3.	<p>No price adjustment shall be made in respect of compliance with all necessary laws, except where there are changes in law which could not reasonably have been foreseen by the Service Provider on the date the Service Provider signs the <i>Placement Agreement</i>.</p>

## Clause 17 Liability and Insurance

17.1.	<p>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.</p>
17.2.	<p>Without prejudice to the Service Provider's liability to indemnify the Council under Clause 17.1, the Service Provider shall maintain throughout the Contract Term Employers' Liability and Public Liability insurances in the sum of at least £5,000,000 per occurrence or series of occurrences arising out of one event and insurance for</p>

	professional liability or malpractice for a minimum of £5,000,000 for all claims in any one year.
17.3.	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.
17.4.	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.
17.5.	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.
17.6.	The Service Provider shall make known clearly to the Council, the Service User, Carers and Representatives of the Service User its policy and practice for the safeguarding and insurance of the Service User's possessions and valuables.
17.7.	The Service Provider shall upon request promptly provide the Council with satisfactory evidence of compliance with the requirements of this Clause 17.
17.8.	The Council gives no guarantee in respect of the volume of Placements 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 18 Termination of Contract

18.1.	Either Party may terminate this Contract upon four weeks notice in writing by that
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	Party to the other.
18.2.	Either Party may terminate this Contract by notice in writing to the other Party in the event of breach by the other Party to perform the terms or conditions of this Contract if such breach has not been remedied within two weeks from issue of written request to remedy such breach.
18.3.	<p>The Council may also terminate this Contract forthwith by giving written notice to the Service Provider in any of the following situations:</p> <p>18.3.1. if the Service Provider is in material breach of any of the obligations under this Contract (which is not capable of remedy);</p> <p>18.3.2. if the Council reasonably considers that the Service Provider has acted in a manner which is prejudicial to the Council's interests;</p> <p>18.3.3. 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 the Service Provider 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>18.3.4. if the Service Provider is convicted of any offence arising out of the performance of the Service, or related to the operation of its Home;</p> <p>18.3.5. 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>18.3.6. 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 18.3.6 is exercised within 6 months of the change of control. References in this Clause 18.3.6 to a change of control are to be understood within the meaning of Section 416 of the Income and Corporation Taxes Act 1988;</p>

	18.3.7. in any circumstances set out in any other provisions of the Contract which are expressly stated to entitle the Council to terminate the Contract.
18.4.	If this Contract is terminated by the Council under the provisions of Clauses 18.2 or 18.3, the Council may make alternative arrangements for the accommodation of the Service Users and charge the Service Provider the additional costs incurred.
18.5.	This Contract may be terminated on behalf of the Council by the Authorised Officer or the Assistant Director - Legal and Governance or their authorised representative.
18.6.	At the date of termination of this Contract in accordance with Clauses 18.2 and 18.3, all rights either to the Service or to payments in respect of such Service shall cease but such termination shall be without prejudice to the Parties' rights or liabilities under this Contract which have arisen prior to the date of termination.
18.7.	Notwithstanding the provisions set out above, in the event of termination of this Contract there shall be no automatic termination of any <i>Placement Agreement(s)</i> which shall continue in force unless and until a notice terminating the same has been served in accordance Clause 19.
18.8.	Placements continuing after the date of termination of this Contract will be bound by the terms and conditions of this Contract for the duration of the Placement.
18.9.	Any right of termination shall be without prejudice to any other rights or remedies which either Party may possess or to the accrued rights or liabilities of either Party hereunder.

## Clause 19 Termination of Long Stay Placements

19.1.	Either Party may terminate a <i>Placement Agreement</i> upon four weeks notice in writing by that Party to the other.
19.2.	The Council may terminate a Long Stay Placement forthwith by giving to the Service Provider written notice in the event the Contract is terminated in accordance with Clauses 18.2 or 18.3.
19.3.	Where the Authorised Officer considers that the needs of the Service User have changed following an Assessment and the Authorised Officer considers that the



	Service Provider is unable to meet the Service User's needs, the Service User's Long Stay Placement will terminate on the date the Service User leaves the Home or they are admitted to hospital.
19.4.	The Council may terminate a Long Stay Placement by giving to the Service Provider one weeks' written notice in the event that the Service User remains in hospital for a continuous period of more than three weeks.
19.5.	Notwithstanding the provision of this Contract, in extreme circumstances the Council may, in pursuance of its statutory obligations, remove any Service User from the Home without notice to the Service Provider and the Long Stay Placement will be varied or terminated accordingly.
19.6.	The Council may terminate a Long Stay Placement in any circumstances set out in any other provisions of the Contract which are expressly stated to entitle the Council to terminate the Placement or Placement Agreement.
19.7.	On termination of the Placement Agreement/Long Stay Placement in accordance with this Clause 19, the relevant element of the Personal Care Fee and Nursing Care Fee shall be payable only up to and including the date on which the Placement Agreement/Long Stay Placement terminates. Where any element of the Personal Care Fee and Nursing Care Fee shall have been paid in advance then the Service Provider shall promptly repay any over payment to the Council.
19.8.	Any right of termination shall be without prejudice to any other rights or remedies which either Party may possess or to the accrued rights or liabilities of either Party hereunder. Clauses 1, 2, 3, 7, 9, 11, 12, 17, 18, 19, 20, 22, 23, 24, 28, 30, 32, 33, 34, 35, 36, 37, 39, 40, 42, and 44 together with the Data Protection Schedule shall survive termination and shall continue in full force and effect.

## Clause 20 Death of a Service User

20.1.	<p>The Placement will be deemed to be terminated on the date of the death of the respective Service User. In such circumstances the Service Provider shall immediately:</p> <p>20.1.1. inform the Council in writing using the form <i>Schedule of Admissions, Discharges and Deaths – Independent Sector Care Homes (Appendix 4)</i> of</p>
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	<p>the death of the Service User</p> <p>20.1.2. inform the Service User’s next of kin and/or Representative</p> <p>20.1.3. remove the Service User’s personal effects and provide safe storage at its own expense for these items for a period of fourteen days. During this time the Service Provider must inform the Representative that the Service User’s belongings can be collected.</p>
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**Clause 21 Suspension of Placements and Withdrawal of the Service User from the Home**

21.1.	The Council may decide to suspend Placements at the Home to safeguard Service Users (to be determined at the Authorised Officer’s sole discretion). This decision may be made on the advice of other commissioning authorities.
21.2.	Where a decision is made to suspend Placements at the Home the Service Provider will be notified of the decision by the Authorised Officer in writing and advised of the action required before the suspension is lifted and further Placements can be made at the Home.
21.3.	The decision to recommence Placements at the Home will be made by the Authorised Officer. The Authorised Officer may decide to recommence making Placements on a phased basis to ensure that any improvements that have been made to the Service by the Service Provider will be sustained.
21.4.	Where Placements are suspended, the Service Provider will produce an action plan to be approved by the Authorised Officer. Monitoring of the Service Provider’s obligations under this Contract will take place to ensure that the actions are being taken in accordance with the action plan. Placements to the Home will only resume when the Authorised Officer is satisfied that the quality of care has improved to an acceptable standard in line with any requirements of the Contract, CQC, Good Industry Practice and Professional Codes of Conduct.
21.5.	In the event of any material breach by the Service Provider of its obligations under this Contract relating to a specific Service User the Council may, without terminating this Contract, withdraw the Service User from the Home and make arrangements for suitable alternative accommodation and service provision for the Service User until such time as, in the Council’s opinion, the breach has been remedied and the

	<p>Service Provider is able to recommence provision of the Services fully in accordance with the Contract. The Council shall cease to be liable for payment, under the <i>Placement Agreement</i>, of the Personal Care Fee and any Nursing Care fee in respect of the period of the breach and the Service Provider shall pay to the Council any additional costs of providing such suitable alternative accommodation and services.</p>
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## Clause 22 Procedure in Case of Disputes

22.1.	<p>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.</p>
22.2.	<p>The referral of any dispute and the outcomes of the dispute will be recorded in writing.</p>
22.3.	<p>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.</p>

## Clause 23 Assignment

23.1.	<p>The Service Provider shall not transfer, assign or sub-let directly or indirectly this Contract or any part thereof without the prior 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.</p>
23.2.	<p>Where permission to sub contract is granted by the Council, the Service Provider will</p>

	make the Terms and Conditions of this Contract known to the sub-contractor and will contract with the sub-contractor on terms which are substantially the same as these Terms and Conditions.
23.3.	Any Service Provider who has been notified to suspend the Services under any Contract provision agrees that for the duration of such suspension, it shall not work as a sub-contractor for other service providers of services to the Council within the Kirklees area, unless otherwise agreed in writing beforehand by the Authorised Officer.

## Clause 24 Confidentiality

24.1.	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 Staff and agents from making any disclosure to any person of any matter relating to this Contract.
24.2.	<p>Clause 24.1 shall not apply to:</p> <p>24.2.1. any disclosure of information that is reasonably required by persons engaged in the performance of its obligations under the Contract;</p> <p>24.2.2. any matter 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>24.2.3. any disclosure of information by the Council which is required by the Freedom of Information Act 2000 and Codes of Practice under Clause 36;</p> <p>24.2.4. any disclosure of information by the Council in relation to this Contract which is required by the Environmental Information Regulations 2004;</p> <p>24.2.5. any disclosure of information by the Council to any other department, office or agency of the Government;</p> <p>24.2.6. any disclosure 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>

24.3.	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.
24.4.	The Service Provider will note and facilitate the Commissioner's compliance with the Code of Practice of Access to Government Information (1994). 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.
24.5.	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.
24.6.	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.
24.7.	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 24.
24.8.	The Service Provider shall take adequate steps to ensure that all Staff have a clear understanding of the need for confidentiality.
24.9.	The Service Provider will take appropriate action under its disciplinary procedures against any member of Staff who does not comply with these confidentiality provisions.
24.10.	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.
24.11.	Unless a protocol governing the sharing of personally identifiable information has been agreed between the Council and the Service Provider, all exchange of personally identifiable information shall be undertaken within the terms of the protocol defined in the Council's policy document <i>Inter-Agency Information Sharing Protocol</i> as referenced in <i>Appendix 1 Document Reference Table</i> .

## Clause 25 Health and Safety

25.1.	The Service Provider must comply with the Council's requirements in terms of monitoring health and safety, including timely completion of the Health and Safety Risk Assessments which the Service Provider will be required to complete on an annual basis.
25.2.	The Service Provider must comply with all relevant current and future health and safety law in the provision of the Service. The Service Provider shall be responsible for the health and safety of its Staff and contractors in all respects.
25.3.	The Service Provider shall be solely responsible for assessing the nature of any and all risks to which Staff and contractors may be exposed in providing the Service to Service Users.
25.4.	The Service Provider shall have a detailed written health and safety policy in force. This must include (but not be limited to) provision of, as appropriate, protective clothing and equipment; reporting, recording and investigating accidents and incidents; fire precautions and safety; first aid arrangements; use of equipment; manual handling; food handling; health and safety inspections; training requirements; and infection control.
25.5.	The Service Provider shall, if requested, provide the Council with a copy of its Health and Safety Policy. For the avoidance of doubt whilst the Council may discuss improvements that may be made to such policy with the Service Provider the Council do not accept any liability in respect of deficiencies within the policies and procedures adopted by the Service Provider in respect of Health and Safety.

## Clause 26 Code of Practice on Whistle Blowing

26.1.	The Service Provider shall put in place and maintain a Whistle Blowing Policy and procedures for use by its Staff, Service Users and their Representatives, in relation to concerns regarding any aspect of the delivery of the Service.
26.2.	The Service Provider shall ensure that Staff, Service Users and/or their Representatives are aware of and that they understand the Whistle Blowing Policy and how to proceed in raising concerns in terms of its procedures.

## Clause 27 Equality and Diversity

27.1.	<p>The Service Provider shall:</p> <p>27.1.1. 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>27.1.2. Ensure that no recipient of the Services is disadvantaged by conditions or requirements which cannot be justified to the satisfaction of the Council;</p> <p>27.1.3. 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.</p>
27.2.	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 28 Compliance with Statutory and Other Requirements

28.1.	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.
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## Clause 29 Mental Capacity Act and Deprivation of Liberty Safeguards

29.1.	The Service Provider shall, and shall ensure that its Staff shall, comply with the provisions of the Mental Capacity Act 2005 and the guidance contained within the Mental Capacity Act 2005 Code of Practice as amended.
29.2.	The Service Provider shall at no point deprive a Service User of his/her liberty without having the necessary authorisation in place. The Service Provider shall ensure that its Staff shall comply with the provisions relating to Deprivation of Liberty Safeguard including, but without limitation s4A, Schedule A1, the Deprivation of Liberty Safeguards Code of Practice and any subsequent Code issued to accompany the Mental Capacity Act 2005 from time to time.
29.3.	The Service Provider shall in its role as Managing Authority make application(s) for Standard Authorisation to the Supervisory Body for the Administrative Area.
29.4.	The terms Managing Authority, Supervisory Body and Standard Authorisation within this Clause 29 are as defined in the Mental Capacity Act 2005 and the Codes of Practices related to it.

## Clause 30 Human Rights Act

30.1.	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 Staff with this legislation and any other human rights legislation.
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## Clause 31 Registration Requirements

31.1.	The Service Provider must obtain and maintain all Registrations throughout the duration of the Contract.
31.2.	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.



31.3.	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 or any Placement 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.
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## **Clause 32 Data Protection**

32.1.	The Service Provider shall at all times fully comply with the provisions of the attached Data Protection Schedule.
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## **Clause 33 TUPE – Transfer of Undertakings (Protection of Employment Regulations) (TUPE)**

33.1.	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:
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### Terms and Conditions of Employment

- 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
- season ticket loan scheme – if provided

	<ul style="list-style-type: none"> <li>– car leasing</li> </ul> <p><u>Basic Data on Employees who may Transfer</u></p> <ul style="list-style-type: none"> <li>– numbers of employees who may transfer and, in respect of each who would transfer, their age, gender, salary rates and reckonable service, working hours</li> <li>– qualifications achieved by each employee which have a bearing on pay and/or other terms and conditions</li> <li>– other factors affecting redundancy entitlement</li> <li>– other factors affecting pension entitlement</li> <li>– any outstanding industrial injury or other claims</li> <li>– percentage of their time spent engaged in connection with the performance of the Contract.</li> </ul> <p><u>Other General Information</u></p> <ul style="list-style-type: none"> <li>– any relevant collective agreement</li> <li>– sporting, social, welfare or other facilities provided which may be asserted to be employment benefits of employees</li> <li>– facility time and facilities provided for trade union officials and health and safety representatives</li> <li>– 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.</li> </ul>
33.2.	<p>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.</p>
33.3.	<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 Provider shall indemnify the Council for itself or as a trustee</p>

for the successor provider, in respect of:

- 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 34 Rights of Third Parties

34.1.	A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of the Contract or <i>Placement Agreement</i> except that the NHS may enforce such of the provisions of the Contract in relation to the Placements financed by a Joint Funded Care Fee.
34.2.	The rights of the Parties to terminate the Contract or <i>Placement Agreement</i> , or to rescind or agree any modification, waiver or settlement under the Contract or <i>Placement Agreement</i> are not subject to the consent of any person that is not a Party to the Contract.

### Clause 35 Waiver

35.1.	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 provision 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 of the right to enforce each and every provision.
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## Clause 36 Freedom of Information

36.1.	The Service Provider shall comply and shall procure that its Staff, sub-contractors 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.
36.2.	<p>The Service Provider and the Council agree that:</p> <p>36.2.1. except to the extent information is protected under data protection law and subject to Clause 36.2.3, the Council has the sole discretion to:</p> <p>36.2.1.1. 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>36.2.1.2. publish any other information which the Council or relevant Government department regard to be in the public interest;</p> <p>36.2.2. the Council is at liberty to disclose or publish without consulting the Service Provider information as follows:-</p> <p>36.2.2.1. the name of the Service Provider, the nature of the Service, the overall contract price 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>36.2.2.2. 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>36.2.3. 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 36.2.2.1 (which may be disclosed or published without consultation), the Council must consult the Service</p>

	Provider and take its views into account.
36.3.	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.

### **Clause 37 Notices**

37.1.	All notices required by or relating to this Contract shall be in writing and shall be sent to the Parties at their address appearing in the Contract or such other address as may be notified in writing. Notices shall be deemed duly given on the day following posting or immediately if sent by email or facsimile transmission to the Authorised Officer when the notice is transmitted.
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### **Clause 38 Business Continuity**

38.1.	The Service Provider acknowledges that the Council are 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 require 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.
38.2.	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"> <li>38.2.1. a risk analysis which should be reviewed on an ongoing basis and not less than once every twelve months;</li> <li>38.2.2. a Strategy that embeds BCM within the organisation and highlights the process to be followed for ensuring continuity of the Service to the Service</li> </ul>

	<p>User and supply from critical suppliers;</p> <p>38.2.3. Continuity Plans which detail:</p> <p>38.2.3.1. the trigger points for initiating the plan;</p> <p>38.2.3.2. procedures and processes to be followed;</p> <p>38.2.3.3. the roles and responsibilities of all Staff, BCM Manager(s) and Officer(s);</p> <p>38.2.3.4. contact details of all Staff and other parties with roles and responsibilities in the continuity of Service provision;</p> <p>38.2.3.5. details of co-ordination plans and information sharing protocols with other service providers;</p> <p>38.2.3.6. actions to be taken;</p> <p>38.2.4. Processes to test plans and train Staff, not less than once in every twelve month period.</p>
38.3.	<p>The Service Provider shall, if requested, provide the Council with a copy of it's 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 do 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>
38.4.	<p>The Council may require the Service Provider to undertake additional tests of the Business Continuity Plan(s) in circumstances where:</p> <p>38.4.1. there have been substantial changes to the Service;</p> <p>38.4.2. there has been a change in underlying business processes;</p> <p>38.4.3. there is an increased likelihood of an event happening which would necessitate the implementation of the Business Continuity Plan.</p>
38.5.	<p>The Council reserve the right to attend any Business Continuity Plan test undertaken by the Service Provider.</p>

### Clause 39 Monies Recoverable

39.1.	<p>Whenever, under this Contract, any monies are recoverable from or payable by the Service Provider, such monies may be deducted from any sum due or which may</p>
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	become due to the Service Provider under this or any other contract with the Council.
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## **Clause 40 Contract Documents**

40.1.	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.
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## **Clause 41 Best Value**

41.1.	The Council is subject to requirements imposed on local authorities by legislation to achieve “Best Value”. The concept of Best Value is essentially concerned with the provision and maintenance of service standards that have been established in consultation with local taxpayers and service users. In addition, there is a requirement for services to continuously improve. The Service Provider shall co-operate with the Council with the introduction and implementation of any requirements imposed on the Council in connection with “Best Value” and shall comply with the reasonable instructions of the Authorised Officer in respect thereof.
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## **Clause 42 Severability**

42.1.	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.
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## **Clause 43 Industrial Strike Action**

43.1.	Without prejudice to the Service Provider’s obligations to continue to perform its obligations under the Contract, the Service Provider shall serve written notice to the Authorised Officer within 14 days of it becoming aware of the relevant anticipated industrial action which directly causes it to be unable to comply with all or a material part of its obligations under this Contract.
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43.2.	Such initial notice shall give sufficient details to identify: 43.2.1. the expected start date; 43.2.2. anticipated duration; 43.2.3. the number of service Users likely to be affected and any associated risks followed by details of how these risk will be addressed.
43.3.	During any suspension of the Service provided, the Service Provider shall nevertheless use its reasonable endeavours to minimise the extent of its impact on the delivery of the Service.
43.4.	To avoid doubt, during, or as a result of any such suspension, the Service Provider shall be entitled to payment for any Service (identified in Clause 43.3) it continues to provide, but shall not be entitled to payment for any part of the Service it fails to provide.

#### **Clause 44 Law**

44.1.	This Contract shall be governed by the Laws of England and subject to the jurisdiction of English Courts.
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## Data Protection Schedule

1. This Schedule shall survive termination of the Contract and Placement Agreements and continue until the earlier of (1) the date it is expressly terminated pursuant to written agreement or (2) at the point the Service Provider has Destroyed all Personal Data.
2. The Service Provider acknowledges that under the terms of the Contract:
  - 2.1 it will act as a Data Processor appointed by the Council who is a Data Controller; and
  - 2.2 information to which it has access in the provision of the Services includes Personal Data and may contain Sensitive Personal Data.
3. The Service Provider warrants that:
  - 3.1 it will only Process the Personal Data on instruction from the Council and in particular (without limitation) will:
    - 3.1.1 not allow the Personal Data to be seen by any third party other than in accordance with Paragraph 7 (if no entity is specified as a Third Party within the 'Appendix to this Data Protection Schedule' then the Service Provider shall not pass the Personal Data to *any* third party); and
    - 3.1.2 delete or amend the Personal Data pursuant to this Contract or otherwise (only) on the instructions of the Council. The Service Provider shall ask the Council whether it should destroy Personal Data where the Service Provider has reason to believe that it may be storing the Personal Data for longer than a Data Controller would be able to keep it in compliance with the fifth principle of the DPA; and
    - 3.1.3 perform its obligations in accordance with the DPA and related guidance from the Office of the Information Commissioner; and
    - 3.1.4 comply with any systems or procedures which the Council may introduce from time to time in respect of the Processing of the Personal Data;
  - 3.2 it will take such security measures as may be required to enable it to Process the Personal Data in compliance with obligations equivalent to those imposed on the Council by the Seventh Principle of the DPA;
  - 3.3 it will, as soon as reasonably practicable after a written request from the Council:
    - 3.3.1 provide such information as is reasonably necessary to enable the Council to satisfy itself of the Service Provider's compliance with this Data

Protection Schedule or a Third Party's compliance with its Third Party Agreement;

- 3.3.2 allow (or arrange permission for) the Council, its employees or authorised agents or advisers, reasonable access to any relevant premises (including those of a Third Party), during normal business hours, to inspect the procedures and measures that are in place to comply with this Data Protection Schedule provided that the Council agrees to carry out such inspection with minimum disruption to the Service Provider's (or Third Party's) day to day business;
  - 3.4 it will not Process Personal Data outside of the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) of Directive 95/46/EC) without the prior written consent of the Council;
  - 3.5 it will co-operate with the Council in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of Data Processing initiated by the Information Commissioner in respect of the Personal Data. The Service Provider will be entitled to recover its reasonable costs of providing such assistance from the Council;
  - 3.6 it will verify the identity of its employees and their eligibility to work in the UK and in relation to those of its employees who may handle Personal Data verify their competency to handle personal data securely and obtain suitable references regarding their ability and trustworthiness and ensure that they are appropriately trained and are fully aware of the obligations imposed on the Supplier by this Schedule;
  - 3.7 it will bring an end to any Information Loss and shall use its Best Endeavours to, as appropriate, recover and/or destroy Personal Data that has escaped from its control. The Service Provider shall notify the Council forthwith if there has been any actual or suspected Information Loss;
  - 3.8 (without prejudice to the generality of clause 3.2) it will store Personal Data securely (for example, without limitation, encrypting the Personal Data appropriately, maintaining anti-Malware technology, taking measures against digital eavesdropping and operating reasonable data back-up processes all in accordance with Good Industry Practice);
  - 3.9 pass Personal Data to the Council as soon as reasonably practicable after a request from the Council to do so.
4. Following termination of the Services, howsoever arising, the Service Provider shall pass all Personal Data to the Council and may continue to Process the Personal Data only for so long as may be necessary for the purpose of defending any legal proceedings that may be brought against the Service Provider by any person or body in relation to the Services or as is required by law or any regulatory body or recommended by any

relevant UK governmental code of practice. The Service Provider will not otherwise retain any copy, abstract, précis or summary of any Personal Data and will Destroy its records and documentation accordingly on the expiry of such period.

5. The Service Provider will at all times comply with any agreement between the Council and any individual who is the subject of Personal Data in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to the individual; or any requirement of the Information Commissioner relating directly or indirectly to the Personal Data; or any Court order requiring the rectification, blocking, erasure or destruction of any Personal Data notified to the Service Provider by the Council in writing from time to time. For the avoidance of doubt this Clause does not affect the parties' agreement that the Service Provider will follow the Council's instructions in relation to general compliance with the fifth data principle (such as, without limitation, to update Personal Data).
6. For the avoidance of doubt the parties acknowledge that all the Personal Data is the property of the Council.
7. The exception to the restriction contained in paragraph 3.1.1 is (only) on the following bases:
  - 7.1 The Council authorises the Service Provider to pass any type of Personal Data specified in the 'Appendix to this Data Protection Schedule' to the relevant Third Party, provided always that:
    - 7.1.1 such Personal Data is passed to the Third Party pursuant to a Third Party Agreement; and
    - 7.1.2 in a manner that will enable the Third Party to comply with its obligations under the Third Party Agreement; and
    - 7.1.3 the Service Provider monitors (and where appropriate enforces) the Third Party's compliance with the Third Party Agreement's Personal Data protection provisions.
  - 7.2 The Service Provider shall inform the Council if the Third Party appears to be Processing Personal Data while taking unreasonable data security risks.
  - 7.3 The Council shall be entitled to revoke the authorisation provided for by this paragraph 7 in whole or in part forthwith by notice in writing where the Council has reasonable cause to believe that the Personal Data is or has been placed at risk by a Third Party or the Third Party is in breach of the Third Party Agreement.
  - 7.4 Where notice has been served pursuant to paragraph 7.3 or the Third Party Agreement has come to an end the Service Provider shall use its Best Endeavours to ensure that the Third Party does not retain any Personal Data longer than is strictly permitted by the Third Party Agreement.

8. Transportation of Personal Data shall:

8.1 in electronic format only be made in one of the following ways:

8.1.1 through an Encrypted VPN Connection, or

8.1.2 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

8.1.3 through such other method as may be expressly approved by the Council in writing,

8.2 in a physical form only be delivered (including transportation) by hand by the Service Provider or a courier approved by the Council;

*and in any case be protected in accordance with Good Industry Practice.*

9. In this Schedule the terms “**Personal Data**”, “**Sensitive Personal Data**”, “**Data Processor**”, “**Process**”, “**Processing**” and “**Data Controller**” are as defined in the Data Protection Act 1998 (“**DPA**”). References to Personal Data and Sensitive Personal Data within this Schedule are in connection with data relating to the Services.

**‘AES’** means the standard of encryption that the FIPS\* (or any successor standard) for the time being approve as suitable for use by US federal departments when such departments determine that sensitive (unclassified) information requires cryptographic protection. *At the date of this Contract it is a symmetric key block encryption standard called ‘Rijndael’ more commonly known as the Advanced Encryption Standard.* {\*FIPS means the Federal Information Processing Standards, which are standards that are developed and published by means the US government’s National Institute of Standards and Technology for use by all non-military government agencies and by government contractors.}

**‘Best Endeavours’** means taking all the steps which a diligent, prudent, determined and tenacious person acting in own interests and anxious to achieve the desired objective would take;

**‘Destroy’** means in relation to electronically held data, to delete such data by a secure method conforming at a minimum to HMG Infosec Standard 5 (Enhanced Level) such that the data is irrecoverable. In relation to data held in hard copy format to ‘Destroy’ means to destroy such information by shredding the records to a minimum standard of DIN 32757 level 3 cross cut and then mixing the remnants in what the Service Provider may reasonably regard as a secure environment so that the particles containing parts of information are likely to have been dispersed away from the particles that they were originally adjacent to;

**‘Encrypted VPN Connection’** means a secure encrypted ‘tunnel’ between two known points that are IPsec or SSLvs3 portal VPNs or in the case of web applications SSLvs3 tunnel VPNs;

**‘Services’** has the same meaning as the definition in Clause 1 of the main terms of this Contract.

**‘Third Party’** means the third party (or parties) other than employees, if any, who the Service Provider is authorised to pass the Personal Data to in accordance with the terms of paragraph 7 above who is (or are) described in the ‘Appendix to Schedule 1’ below (if the table in that appendix is empty there is no Third Party);

**‘Third Party Agreement’** means a legally binding agreement between the Service Provider and the Third Party which shall provide the Council with protection regarding Personal Data as between the Council and the Third Party to a similar extent as this Contract provides for the Council as between the Council and the Service Provider. The provisions of the Third Party Agreement relating to such protection shall be in force at all times when the Third Party is Processing Personal Data which has been passed to it pursuant to Paragraph 7 of this Schedule;

**‘Good Industry Practice’** means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced contractor engaged in the same type of undertaking as that of the Service Provider endeavouring to protect information under the same or similar circumstances (currently for example, without limitation, this means in relation to encryption to use 256 bit AES encryption, to use out of bands password exchange, to use products that have a good reputation within the data security industry and to incorporate Strong Password Protection). To use Good Industry Practice is to include meaning to at least follow all relevant guidance issued by the UK Information Commissioner’s Office (or any successor body);

**‘Information Loss’** means where Personal Data held or accessed by the Service Provider exits from the security of the arrangements provided for directly or indirectly by this Schedule;

**‘Malware’** includes computer viruses, worms, trojan horses, spyware, dishonest adware, crimeware, most rootkits, and other malicious and unwanted software;

**‘Strong Password Protection’** means password protection where the password:

- is at least eight characters long
- is not valid for more than 40 days and a password is not reused until after 5 other passwords have been used
- incorporates numbers and (case sensitively) uppercase and lowercase letters
- does not incorporate:
  - dictionary words in any language
  - words spelled backwards, common misspellings, and common abbreviations

- sequences or repeated characters (e.g. 12345678, abcdefg) or adjacent letters on the keyboard (e.g. qwerty)
- more than three letters from the user’s account name
- Personal information

and the user’s account/target application is locked for 30 minutes after five consecutive invalid password entries.

**APPENDIX TO DATA PROTECTION SCHEDULE**

<b>Name of Third Party</b>	<b>Company No. (if Applicable)</b>	<b>Charity No. (if Applicable)</b>	<b>Registered Office or Principal Office of Business</b>	<b>Type of Data that May be Passed to the Third Party</b>

## **PART B – Contract Terms and Conditions for Short Stay Placements (Variations for Short Stay Placements)**

All Clauses in Part A apply to Short Stay Placements as amended by the following Clauses:

### **Clause 6 Trial Periods**

	<b>Delete all Clause 6</b>
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### **Clause 7 Terms of Payment – the Council**

	<b>Delete Clauses 7.12, 7.13 and 7.14 and insert new Clause 7.12 (see below)</b>
7.12	If a Service User is admitted to hospital the accommodation in the Home shall be retained and the Personal Care Fee shall be paid until the termination date detailed on the <i>Placement Agreement</i> up to a maximum of one week whichever is the sooner.

### **Clause 15 Safeguarding Adults at Risk**

	<b>Delete Clause 15.14</b>
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### **Clause 19 Termination of Long Stay Placements**

	<b>Delete all Clause 19 and insert new Clause 19 (see below) and rename as Clause 19 Termination of Short Stay Placements</b>
19.1	With the exception of the provision of Clause 19.2 the Council may terminate a Short Stay Placement by giving 2 days written notice to the Service Provider. The Personal Care Fee and Nursing Care Fee shall be payable only up to and including the date on which the Short Stay Placement terminates in accordance with this Clause. Where any element of the Personal Care Fee and Nursing Care Fee shall have been paid in advance then any overpayment shall be repaid to the Council by the Service Provider.

19.2	In any circumstances if the Short Stay Placement is less than 7 days the Council may terminate the Short Stay Placement immediately without giving notice to the Service Provider.
19.3	The Council may terminate any Short Stay Placement by giving 2 days notice if the Service User advises the Council or the Service Provider that he/she wishes to leave the Home and terminate his/her Short Stay Placement. Either Party shall inform the other immediately upon learning of the Service User's intention to leave.
19.4	Where the needs of the Service User have been deemed to have changed following an Assessment by the Council and the Home no longer considers that they are able to meet the Service User's needs the Service User's Short Stay Placement will terminate on the date the Service User leaves the Home to move to another home or when they are admitted to hospital.
19.5	If a Service User is admitted to hospital the Short Stay Placement will terminate on the date specified in the <i>Placement Agreement</i> or following the issue of 2 days notice by the Council whichever is the sooner.
19.6	Notwithstanding the provision of this Contract, in extreme circumstances the Council may, in pursuance of its statutory obligations, remove any Service User from the Home without notice to the Service Provider and the Short Stay Placement will be varied or terminated accordingly.

### **Clause 21 Suspension of Placements and Withdrawal of Service User from Home**

	<b>Delete Clauses 21.1, 21.2 , 21.3 and 21.4</b>
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## Outcome Based Specification

### Introduction

This *Outcome Based Specification* details the Service Provider's responsibilities for the provision of long stay and short stay care for persons living in a care home registered for the provision of the Service.

Guidance 'prompts' and all information detailed in the *Essential Standards of Quality and Safety issued by the CQC March 2010* (and any updates/revisions) are a contractual requirement. The evidence detailed in this *Outcome Based Specification* is in addition to the 'prompts' detailed in the aforementioned document.

Please note references to 'people' and 'provider' within the *Essential Standards of Quality and Safety issued by the CQC March 2010* will be deemed to mean Service Users and Service Provider for the purpose of this Contract.

**CQC Section: Information and involvement**

**Outcome 1: Respecting and involving people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there processes in place to ensure that people's                             <ul style="list-style-type: none"> <li>– choices</li> <li>– human rights</li> <li>– dignity, privacy, diversity and independence needs are considered and respected?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider can provide written evidence that Service Users have been involved in all decisions relating to the Service they receive</li> <li>• The Service Provider can demonstrate adherence to the Department of Health's 10 Point Dignity Challenge. Evidence to include:                             <ul style="list-style-type: none"> <li>○ named Dignity Champions (as a minimum at least one representative at each level)</li> <li>○ named Dignity Champions will be supported by the Service Provider to carry out this role</li> <li>○ written evidence of the Dignity training delivered to all Staff (including details of registered Dignity Champions), which Staff have signed that they have received and understood</li> </ul> </li> <li>• The Service Provider can provide written evidence that the Service User or their Representatives/Carers acknowledge that they are fully involved with the provision of the Service, e.g. Support Plans, reviews, minutes of meetings, questionnaires, etc.</li> <li>• Where dementia care is provided the Service Provider has named Dementia Champions who are supported by the Service Provider to carry out this role</li> </ul>
<ul style="list-style-type: none"> <li>• Are people supported and enabled to make informed decisions about the management of their care and treatment through the provision of appropriate information?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service User and/or Representative/Carer is kept informed about any significant changes affecting the Home, including for example any changes in the ownership, registration or management of the Home, change of their key worker or changes to Staff, any significant building or maintenance work planned, and visits by and reports from the Care Quality Commission including a summary of the Commission's overall findings</li> </ul>

**CQC Section: Information and involvement**

**Outcome 1: Respecting and involving people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are people involved in how the service is planned and run?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider has put in place measures and procedures for engaging with Service Users and/or their Carer/Representative in relation to obtaining their views on the delivery of the Service and shall ensure that such views are acted upon in order to inform service delivery for improved and qualitative outcomes</li> <li>• The Service Provider ensures that on at least a bi-monthly basis meetings with Service Users and/or their Carer/Representative take place</li> <li>• The Service Provider ensures that all Service Users are enabled to contribute and given whatever support is required to enable them to do so, to the running and management of the Home. The Service Provider can:                         <ul style="list-style-type: none"> <li>○ evidence support given to Service Users</li> <li>○ produce agendas and minutes of these meetings, copies of which will be made available to the Council on request</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• When people are making decisions about their care and treatment, are they informed of the risks and benefits?</li> </ul>	<ul style="list-style-type: none"> <li>• Support Plans are signed by the Service User and where appropriate their Carers and/or Representative</li> <li>• Records contain evidence of reviews</li> <li>• Risk Assessments and Risk Management Plans provide documentary evidence that Service Users have been made aware of the risks and benefits of their care and support</li> </ul>
<ul style="list-style-type: none"> <li>• Are people enabled to make choices about how they live their lives in a way that reflects their individual preferences and diverse needs?</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence of Service Users choices, preferences and diverse needs are included in:                         <ul style="list-style-type: none"> <li>○ Service User's Support Plans and associated documentation</li> <li>○ quality monitoring and feedback systems</li> <li>○ minutes of meetings</li> </ul> </li> </ul>

**CQC Section: Information and involvement**

**Outcome 1: Respecting and involving people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Does the provider monitor to make sure that all the above arrangements are operating effectively?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider can provide a written <i>Service User Involvement Report</i> at the request of the Council which summarises the views of Service Users and their Representatives/Carer's. The report will include details of actions taken by the Service Provider to meet those views</li> </ul>
<ul style="list-style-type: none"> <li>• Are people given opportunities to become involved in the local community?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider can provide written evidence of:                             <ul style="list-style-type: none"> <li>○ involvement in community activities in daily entries to Support Plan</li> <li>○ community based activities encouraged in the Home e.g. invitations to local groups/schools etc.</li> <li>○ facilitation of Service User's contact with their family and friends</li> </ul> </li> </ul>

**CQC Section: Information and involvement**

**Outcome 2: Consent to care and treatment**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there processes in place to ensure that people are able to give informed consent to their treatment and care?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider can evidence that during the pre-admission visit and during the trial period consent for the Service Provider to deliver care and support to the Service User is clarified and documented during this time</li> <li>• Support Care Plans and associated documentation include:                             <ul style="list-style-type: none"> <li>○ assessments from specialist input where appropriate</li> <li>○ documentation is in the appropriate format for the Service User/Carer e.g. Plain English, Braille, etc.</li> <li>○ signatures on documents where required by Service User or Carer/Representative</li> </ul> </li> <li>• Staff Training Records indicate Staff have received training in obtaining the appropriate consent from Service Users or their Carer/Representative prior to commencement of treatment and care</li> <li>• The Service Provider's policies and procedures includes clear information on how a Service User and/or their Carer/Representatives can instigate changes to their care and support – including evidence this has been communicated to the Service User and/or their Carer/Representative</li> </ul>
<ul style="list-style-type: none"> <li>• If people lack capacity, do staff know how to comply with the Mental Capacity Act 2005?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff training records include Mental Capacity Act Training details including registers of attendance and certificate signed by the trainer and trainee</li> <li>• Support Plans document the Service User's capacity to understand and make decisions specific to a particular issue</li> </ul>

**CQC Section: Information and involvement**

**Outcome 2: Consent to care and treatment**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is the consent process reviewed and monitored to make sure that staff are following it?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider has undertaken at least a quarterly audit that Staff are following the consent to care and treatment process</li> <li>• Daily Records demonstrate compliance with the consent process</li> </ul>
<ul style="list-style-type: none"> <li>• Do the systems for consent to care and treatment take into account any guidance issued (Government and expert)?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider's written policy of consent to care and treatment includes:                             <ul style="list-style-type: none"> <li>○ current legislation and regulations</li> <li>○ current Government and expert guidance</li> </ul> </li> </ul>

**CQC Section: Information and involvement**

**Outcome 3: Fees**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<p>People who use services, or others acting on their behalf, who pay the provider for the services they receive:</p> <ul style="list-style-type: none"> <li>○ understand their obligation and responsibilities</li> <li>○ know how much they are expected to pay, when and how</li> <li>○ know what the service will provide for the fee paid</li> </ul>	<ul style="list-style-type: none"> <li>● The Service Provider provides Service Users with a written agreement that includes the requirements detailed in Outcome 3 of the Essential Standards of Quality and Safety</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 4: Care and welfare of people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Has every person been actively involved in an assessment to identify their individual needs and choices?</li> </ul>	<ul style="list-style-type: none"> <li>The Service User Support Plan:                             <ul style="list-style-type: none"> <li>is reviewed 4 weekly, or reviewed earlier if there is a change in the Service User's situation or</li> <li>is reviewed if the Service User or where appropriate their Representative or the Council ask for it to be reviewed</li> </ul> </li> <li>The Service Provider ensures:                             <ul style="list-style-type: none"> <li>the review process includes the Service User and anyone whom the Service User wishes to involve</li> <li>that if the Service User cannot contribute to their review then an appropriate Representative is involved, or an absence of such involvement is explained in the Support Plan</li> <li>has a review date</li> <li>that Service Users have opportunities to maintain and develop social, emotional, communication and independent living skills in accordance with the individual Service User's outcomes</li> <li>where appropriate Service Users are supported to take part in education, training and employment opportunities</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Does everyone have a written personalised care plan, which details their individual needs and choices?</li> </ul>	<ul style="list-style-type: none"> <li>The Service User or where appropriate their Representative is given a copy of their Service User Support Plan and associated documentation upon request and/or have access to them upon request</li> <li>The Service User Support Plan is available in an appropriate format to meet the needs of the Service User/Representative e.g. Braille, picture format, etc.</li> <li>All documentation relating to the Service User is cross referenced and correlated to reflect the needs and choices of the Service User</li> </ul>



**CQC Section: Personalised care, treatment and support**

**Outcome 4: Care and welfare of people who use services**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance ‘prompts’ detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>• A detailed person centred assessment of the Service User’s life history is available and includes the following information (where relevant):                             <ul style="list-style-type: none"> <li>○ childhood details, schooling, family members, pets, hobbies, etc.</li> <li>○ work history</li> <li>○ partner(s)</li> <li>○ children and extended family</li> <li>○ friends</li> <li>○ hobbies in adulthood</li> <li>○ hobbies in retirement</li> <li>○ life changing facts</li> <li>○ general likes and dislikes – TV, reading, food, music, etc.</li> <li>○ routines – bedtimes, help required, etc</li> <li>○ cultural and religious beliefs</li> </ul> </li> <li>• Evidence of a life history supporting a Service User’s identity e.g. book, video, memorabilia box containing photos, certificates, etc.</li> <li>• Evidence that Service Users or where appropriate their Representative(s) has been involved in the life history work</li> <li>• Evidence that if the Service User has no friends and family that other professionals have engaged with the Service User to obtain information</li> <li>• Where it has not been possible to obtain life history information related to the Service User the Service Provider has used all means to develop a profile of the Service User</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 4: Care and welfare of people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is care and/or treatment delivered in accordance with the person's care plan to ensure their individual and diverse needs are met?</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence of a system in place in which the Service Provider has appointed each Service User a member of Staff who is responsible for:                             <ul style="list-style-type: none"> <li>○ monitoring their welfare</li> <li>○ consulting them about their wishes</li> <li>○ getting to know them</li> <li>○ ensuring that they are treated as an individual</li> <li>○ acting on any concerns raised by the Service User or where appropriate their Representative</li> </ul> </li> <li>• Person centred care has been considered for each Service User and is incorporated and regularly reviewed into daily activities including a range of outdoor activities</li> <li>• Daily therapeutic contact for Service Users nursed in bed</li> <li>• Service User's life history information has been communicated to all Staff</li> <li>• Service User's response to activities and interventions has been evaluated</li> </ul>
<ul style="list-style-type: none"> <li>• Is everyone's care plan reviewed on an ongoing basis with the involvement of the person?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Users have been involved in reviews and concerns with the Support Plan have been noted e.g. signature or notification of disagreement</li> <li>• Support Plans have been reviewed as the needs of the Service User change</li> <li>• If the Service User's needs have not changed the Support Plans are reviewed on a monthly basis as a minimum</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 4: Care and welfare of people who use services**

CQC Prompts	Contract Evidence Requirements <small>(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)</small>
<ul style="list-style-type: none"> <li>Do the assessment and care planning processes take account of guidance and research relating to the care and treatment of people in the service?</li> </ul>	<ul style="list-style-type: none"> <li>Current Good Industry Practice relevant to the individual Service User is documented in the Service User's Support Plan, e.g. including but not limited to dementia strategy, dignity challenge, falls prevention, end of life care, diabetes and autism</li> </ul>
<ul style="list-style-type: none"> <li>Does the application of all policies and procedures ensure that people are protected from unlawful discrimination?</li> </ul>	<ul style="list-style-type: none"> <li>The Service Provider has audited all policies and procedures to ensure Service Users are not subject to unlawful discrimination including:                             <ul style="list-style-type: none"> <li>providing appropriate information and communication formats i.e. Braille, large print, translations, etc.</li> <li>consideration that all policies and procedures do not discriminate in any way and eliminate any unlawful discrimination</li> <li>consideration for the Service User's needs within all policies and procedures</li> <li>where appropriate Service Users have been consulted in the development of policies and procedures</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Are there procedures in place for dealing with emergencies that may impact on people?</li> </ul>	<ul style="list-style-type: none"> <li>Emergency Plans and Business Continuity Management Plans are available to deal with emergencies or occurrences that may adversely impact on the Service or facilities provided to Service Users by the Service Provider</li> <li>Emergency Plans and Business Continuity Management are reviewed every six months</li> <li>Emergency Plans and Business Continuity Management are communicated to all relevant Staff and parties</li> <li>The Service Provider works with the Council on Business Continuity Management matters when required</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 4: Care and welfare of people who use services**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Does the care delivered encourage the prevention and early detection of ill health and enable the person to make healthy living choices?</li> </ul>	<ul style="list-style-type: none"> <li>A full range of assessment, monitoring, equipment and training processes in relation to healthy living are in practice and include (but are not limited to):                             <ul style="list-style-type: none"> <li>action(s) to be taken in event of early detection of ill health e.g. body maps which record marks/tears to the skin or any pressure sores</li> <li>choices and support available to Service Users to address ill health issues</li> </ul> </li> <li>Daily Records detail any changes to the Service User's needs, deterioration in physical and/or psychological health, etc. and how these are reported to the appropriate person and actioned without delay</li> <li>Service Users are assessed for sight, hearing and oral/dental impairments and any other health related issues identified and referred to the appropriate health professionals. The associated advice is followed and appropriate equipment is obtained, maintained and available for use by the Service User</li> <li>Services Users are offered appropriate check up appointments e.g. dental, opticians, chiropody, podiatry, etc.</li> <li>Service Users are encouraged and given the opportunity to express pain, discomfort or emotional distress, with appropriate care, assistance and where assessed as necessary medication or appropriate pain relieving equipment, or specialist advice is offered promptly</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 5: Meeting nutritional needs**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<p>○ Are there processes in place to make sure people do not experience poor nutrition and hydration?</p>	<ul style="list-style-type: none"> <li>● Support Plans clearly identify the Service User's nutritional needs and how these needs are met is documented in the Daily Records</li> <li>● Support Plans and associated documents are audited for food and hydration information</li> <li>● Referral(s) to appropriate specialist health professionals for advice, guidance and support are made where necessary</li> <li>● Interventions reflect the risks and assessments identified in the Service User's Support Plan</li> <li>● Service User's Daily Records document changes in nutritional needs and are reported to an appropriate person and are actioned without delay</li> <li>● Systems and processes are audited on a continual basis and related to the Service User's Support Plan</li> <li>● Staff induction training includes nutrition and hydration training</li> </ul>
<p>Is there ongoing assessment, planning and monitoring of nutritional and hydration needs and intake?</p>	<ul style="list-style-type: none"> <li>● Where appropriate health professionals have been involved in the nutritional assessment of the Service User</li> <li>● Daily monitoring and recording of food and hydration intake for Service Users includes quantified measurements e.g. small potato, teaspoon, 100ml, etc.</li> <li>● Each Service User assessed as being 'at risk' has a diet and fluid chart containing the following information:                         <ul style="list-style-type: none"> <li>○ details of fluid and diet intake at every meal time, and food and drink offered in-between. Quantities must be explicit, i.e. a tablespoon, 200ml, 2 small boiled potatoes, etc.</li> </ul> </li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 5: Meeting nutritional needs**

CQC Prompts	Contract Evidence Requirements (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>○ where no diet and fluids are taken this must also be recorded, and reasons why and actions taken</li> </ul>
<ul style="list-style-type: none"> <li>○ Is the food and hydration provided nutritious and available in sufficient quantities?</li> </ul>	<ul style="list-style-type: none"> <li>● Food and hydration available to Service Users includes:                             <ul style="list-style-type: none"> <li>○ daily menus with sufficient choice</li> <li>○ evidence of asking Service Users their nutritional preferences</li> <li>○ ensuring Service Users receive their preferred meal in an appropriate quantity at appropriate times</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>○ Is there a choice of food and drink (if relevant) that takes account of people's individual preferences and diverse needs, including timing and location (when appropriate)?</li> </ul>	<ul style="list-style-type: none"> <li>● Preferences and diverse needs are taken into account in the Support Plan and Daily Records document this is being actioned                             <ul style="list-style-type: none"> <li>▪ Individualised menus to meet Service User's needs are in practice, e.g. medical, cultural, preferences, etc.</li> <li>▪ Nutritional and fluid needs of Service Users are being met in a creative flexible manner, e.g. availability of snacks and hot meals, etc.</li> <li>▪ Menus are offered to Service Users using appropriate language/aides (i.e. pictorial/photographic) as close to the mealtime as possible</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>○ Are people offered support and enabled to eat and drink when necessary?</li> </ul>	<ul style="list-style-type: none"> <li>● Service User's preferences and diverse needs are taken into account in:                             <ul style="list-style-type: none"> <li>○ the Support Plan</li> <li>○ Daily Records</li> </ul> </li> <li>● Appropriate food stocks are available to meet Service User's needs</li> <li>● Staffing levels are appropriate at all times to ensure Service Users are supported to eat and drink</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 6: Cooperating with other Service Providers**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there processes in place to ensure that when people are admitted, transferred or discharged, relevant and appropriate information about their care and treatment is shared between providers and services?</li> </ul>	<ul style="list-style-type: none"> <li>• Tools are in place to aid communication when a Service User is transferred to ensure that care needs are appropriately met</li> <li>• Confidentiality and data sharing procedures are in place and adhered to</li> </ul>
<ul style="list-style-type: none"> <li>• Is the information shared in a timely way and in an appropriate format so that people receive their planned care and/or treatment?</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation in the Service User's Support Plan includes the requirements detailed in Outcome 6B of the Essential Standards of Quality and Safety</li> <li>• Dates and times when this information is shared is clearly recorded on the Daily Record</li> <li>• Support Plan information is transferred with the Service User at the time of transfer of Services</li> </ul>
<ul style="list-style-type: none"> <li>• Do staff work with other providers and/or other services to ensure that people's care plans reflect their individual and diverse needs?</li> </ul>	<ul style="list-style-type: none"> <li>• Support Plan and associated documentation details all those involved with the care and support of the Service User and includes:                             <ul style="list-style-type: none"> <li>○ contact details</li> <li>○ roles and responsibilities</li> <li>○ crisis and contingency plans</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Is there a process for sharing and coordinating information with other providers and/or services in an emergency?</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Plan details how the Service Provider will co-ordinate with other providers and/or services in an emergency including:                             <ul style="list-style-type: none"> <li>○ internal and external contact details</li> <li>○ location of information</li> <li>○ details of information sharing protocols</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Are there robust arrangements to make sure that information sharing systems comply with the Data Protection Act 1998?</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance with the Council Information Sharing Protocol as referenced in <i>Appendix 1 Document Reference Table</i></li> <li>• Compliance with the Data protection Schedule within this Contract</li> </ul>

**CQC Section: Personalised care, treatment and support**

**Outcome 6: Cooperating with other Service Providers**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Do people receive coordinated health and social care support to meet the needs described in their care plan?</li> </ul>	<ul style="list-style-type: none"> <li>Service User's Support Plan and associated documentation retained by the Service Provider details that effective communication and processes have taken place</li> <li>Documentation includes the requirements detailed in Outcome 6B of the Essential Standards of Quality and Safety</li> </ul>



**CQC Section: Safeguarding and safety**

**Outcome 7: Safeguarding people who use services from abuse**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is there an effective process for identifying and responding appropriately to signs and allegations of abuse?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has implemented an audit system to monitor its compliance with the <i>West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse</i> as referenced in <i>Appendix 1 Document Reference Table</i></li> </ul>
<ul style="list-style-type: none"> <li>• Do Staff understand what constitutes abuse and restraint?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff have undertaken appropriate Mental Capacity Act/Deprivation of Liberty and where appropriate managing violence and aggression training</li> <li>• Certificates of attendance and competence are signed by the trainer and trainee</li> </ul>
<ul style="list-style-type: none"> <li>• Do Staff respond appropriately to signs and allegations of abuse?</li> </ul>	<ul style="list-style-type: none"> <li>• Daily Records in the Service User's Support Plan accurately record incidents and allegations of abuse, that appropriate action has been taken and that it has been reported to the Council in accordance with policies and procedures</li> <li>• Investigations are carried out by Staff who are competent to do so and that investigations are thorough, open, transparent and undertaken in an unbiased manner</li> </ul>
<ul style="list-style-type: none"> <li>• Is there an effective process for preventing abuse before it occurs, and minimising the risks of further abuse once it has occurred?</li> </ul>	<ul style="list-style-type: none"> <li>• Service User Support Plan and associated documentation includes risk assessment and risk management plans to identify levels of safeguarding concerns for vulnerable Service Users, including where the Service User poses a potential or actual risk to other Service Users</li> <li>• Risk management plans are implemented with appropriate adjustments made to protect vulnerable Service Users and to prevent reoccurrences of abusive behaviours</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 7: Safeguarding people who use services from abuse**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>• Risk assessments and risk management plans are effectively communicated to Staff Service Users and/or Representatives</li> <li>• Service Provider has assessed and continues to reassess the levels of Staffing to appropriately meet the needs of Service Users, and this assessment is documented</li> </ul>
<ul style="list-style-type: none"> <li>• Do staff understand the circumstances in which restraint can and cannot be used and how?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff have undertaken appropriate accredited restraint training in compliance with the Service Provider's restraint policy and:                             <ul style="list-style-type: none"> <li>○ it is communicated to Staff</li> <li>○ training meets the needs of Service Users</li> <li>○ complies with the Mental Capacity Act 2005</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• When restraint is used, is there a process to follow that is safe, lawful and not excessive?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider's restraint policy complies with the Mental Capacity Act 2005</li> <li>• Service User's documentation details the restraint used and provides evidence of consultation with the appropriate bodies and any authorisation granted</li> </ul>
<ul style="list-style-type: none"> <li>• Do the systems for both safeguarding and restraint take into account any guidance issued including <i>No secrets</i> and <i>Working together to safeguard children</i> and the requirements of the Mental Capacity Act 2005 and the Mental Health Act Code of Practice (Government and expert)?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider's restraint policy complies with the Mental Capacity Act 2005</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 7: Safeguarding people who use services from abuse**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are people respected and supported following the allegation of abuse?</li> </ul>	<ul style="list-style-type: none"> <li>• Service User's Support Plan and associated documentation evidences how the Service User has been given the information on the support available to them</li> <li>• Policy and procedures document how the Service User will be assisted to access the support following an allegation of abuse</li> <li>• Service User's Support Plan evidences how the Service User has been supported and protected following the allegations</li> <li>• Service Users feel able to complain without fear of retribution from the alleged abuser</li> </ul>

<b>CQC Section: Safeguarding and safety</b>	
<b>Outcome 8: Cleanliness and infection control</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there processes in place to operate monitoring and management arrangements intended to prevent and control infections?</li> </ul>	<ul style="list-style-type: none"> <li>• Education and training in infection prevention and control is provided to all Staff including those in support services</li> <li>• Training is included in Staff induction and on going education</li> <li>• Up-to-date Records of Staff training attendance</li> <li>• Service Provider participates in internal infection prevention and control audits at least annually</li> <li>• Service Provider has up-to-date policies on infection prevention and control</li> <li>• Service Provider undertakes <i>Department of Health Essential Steps</i> audits to assess compliance with infection prevention and control policies/ procedures and feedback results to the infection prevention and control team</li> </ul>
<ul style="list-style-type: none"> <li>• Do these processes take account of people's susceptibility, the risks posed by their environment and other people who use the service?</li> </ul>	<ul style="list-style-type: none"> <li>• If a risk assessment indicates that a Service User is vulnerable due to environmental or other factors this is evidenced in the Service User's Support Plan</li> <li>• Service User's Support Plan details interventions to manage any identified risks</li> </ul>
<ul style="list-style-type: none"> <li>• Is this process informed by risk assessment?</li> </ul>	<ul style="list-style-type: none"> <li>• Specialist risk assessments are undertaken as appropriate i.e. MRSA, Swine Flu, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• Is the environment clean and maintained to prevent and control infections?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider demonstrates that they provide a safe and clean environment and can provide appropriate cleaning schedules</li> <li>• Policies and Procedures are made available for inspection when requested</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 8: Cleanliness and infection control**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is suitable and accurate information on infections provided to people who use services, their Representatives or carers?</li> </ul>	<ul style="list-style-type: none"> <li>• Processes are in place to share information with others on a Service User's infection status whilst ensuring Service User's right to confidentiality</li> <li>• Processes are in place to provide advice and information on infection control and cleanliness for Service Users</li> </ul>
<ul style="list-style-type: none"> <li>• Is suitable and accurate information on infections provided in a timely manner to any other provider or person responsible for the ongoing care of a person using the service?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Providers engage with the Council in planning for and responding to major incidents/outbreaks</li> <li>• Service Provider has informed the relevant Health organisation of outbreaks or incidents of serious infection</li> </ul>
<ul style="list-style-type: none"> <li>• Is there a process to identify and manage people that have developed an infection?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has an Infection Control Policy that explains how to identify and manage Service Users with an infection</li> </ul>
<ul style="list-style-type: none"> <li>• Is the appropriate treatment offered to people with an infection to reduce the risk of passing the infection on?</li> </ul>	<ul style="list-style-type: none"> <li>• Service User's Support Plan identifies the appropriate action taken to treat and control infection in accordance with local and national guidance</li> </ul>
<ul style="list-style-type: none"> <li>• Are all staff and people providing care involved in the process of preventing and controlling infection?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff job descriptions and personal development plans/appraisals identify their responsibilities for infection prevention and control</li> <li>• Service Providers provide unrestricted access to and training on the use of appropriate personal protective equipment</li> <li>• Staff comply with being bare below the elbow "BBE" which means wearing short sleeved or rolled up sleeved garments, no false or polished nails and no watches or stoned rings when carrying out direct personal care or performing hand hygiene</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 8: Cleanliness and infection control**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there policies in place, that are adhered to, that help to prevent and control infections, and that are reviewed and amended in line with lessons learned?</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence that Service Provider's <i>Infection Control Policies</i> are reviewed, amended and audited and appropriately documented, dated and signed</li> <li>• Policies and procedures are made available for inspection when requested</li> </ul>
<ul style="list-style-type: none"> <li>• Are there processes in place that protect staff from exposure to infections?</li> </ul>	<ul style="list-style-type: none"> <li>• Infection Control Policies are in place and communicated to Staff</li> <li>• Staff have received, understood and implement the Infection Control Policies</li> </ul>
<ul style="list-style-type: none"> <li>• Are all staff suitably educated in the prevention and control of infection?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Providers provide appropriate training on the prevention and control of infection to all Staff</li> <li>• Evidence of signed, certificated infection control training delivered to all Staff as part of the induction process</li> <li>• Refresher training is carried out as required for Staff but annually as a minimum requirement</li> </ul>

<b>CQC Section: Safeguarding and safety</b>	
<b>Outcome 9: Management of medicines</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there effective processes for the safe and secure handling of medicines and are these in line with the relevant guidance and legislation?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has a <i>Medicines Management Policy</i> which clearly implements local and national policy</li> <li>• Service Provider's <i>Medicines Management Policy</i> is signed by Staff to indicate they have read and understood the implications of the Policy</li> <li>• Service Provider's <i>Medicines Management Policy</i> includes processes for the safe and secure handling of medicines</li> </ul>
<ul style="list-style-type: none"> <li>• Are there clear processes in place for the handling of controlled drugs?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider is adhering to local and national guidance relating to the handling of controlled drugs e.g. storage, disposal</li> <li>• Service Provider issues written direction as to the handling, transfer and disposal of medicines to Staff responsible for the management of medicines</li> <li>• Service Provider issues written direction as to the handling of controlled drugs and procedures are clearly visible and accessible to all Staff</li> </ul>
<ul style="list-style-type: none"> <li>• Are there clear processes to take account of new guidance and alerts relating to the safe handling and use of medicines?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has written guidance which interprets good practice guidance and applies this to the safe handling and use of medicines within its environment</li> <li>• Staff are aware of this guidance and understand and comply with the policy and procedures as issued by the Service Provider</li> <li>• Staff have signed to say they have read and understood the guidance</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 9: Management of medicines**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there clear processes in place to ensure a Service User's medicines prescription is up to date and reviewed as their needs or conditions change in relation to their medicine?</li> </ul>	<ul style="list-style-type: none"> <li>• Service User Support Plan reflects the needs of the Service User with particular regard to treatment regimes</li> <li>• Service User prescriptions reflect the Support Plan and vice versa</li> <li>• Service User prescription, Support Plan and ongoing documentation all cross reference to ensure monitoring of compliance and treatment takes place</li> <li>• Service User Support Plan reflects any compliance and treatment issues which may arise, e.g. missed doses, adverse reactions, refusals, etc.</li> <li>• Service User's Support Plan and associated documentation record:                         <ul style="list-style-type: none"> <li>○ compliance with medication and treatment issues</li> <li>○ any remedial actions taken</li> </ul> </li> <li>• Service Provider follows the NICE/SCIE guidance on supporting people with dementia (see following link) <a href="http://egap.evidence.nhs.uk/CG42/section_1">http://egap.evidence.nhs.uk/CG42/section_1</a></li> </ul>



**CQC Section: Safeguarding and safety**

**Outcome 9: Management of medicines**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are staff trained and competent in the handling of medicines?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider implements a recognised training programme and trainer who has access to up to date information</li> <li>• Training programmes include dates and attendees and are signed by the trainer and the Staff to indicate attendance and refresher dates which must be at least on an annual basis</li> <li>• Service Provider has mechanisms to support Staff where competency is questioned</li> <li>• Staff Induction includes training in medicines management</li> <li>• There is an audit trail with regard to handling and use of medicines to include storage, transport and disposal</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 10: Safety and suitability of premises**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Is the design, layout and security of the premises fit for purpose to safely meet the needs of everyone receiving care and treatment including those with disabilities?</li> </ul>	<ul style="list-style-type: none"> <li>Prior to admission Service Users are assessed to ensure the environment is appropriate to meet their needs and the Service User's impact on existing Service Users is assessed and monitored</li> <li>Service Provider has undertaken full risk assessments and risk management plans for the Home to minimise risk to Staff and visitors</li> <li>Service User's Support Plan and associated documentation identifies all risks to the Service User related to the design, layout and security of the premises</li> <li>Service Provider stores all confidential information safely and securely with access restricted to authorised personnel only</li> <li>Service Provider has implemented a system for ensuring Service Users are safe and protected whilst visitors are in the Home and a system is in place to restrict access by unauthorised persons</li> <li>Service Users are not discriminated against due to their disabilities and are able to access and use both external and internal premises appropriate to meet their needs. This will include an appropriate system to allow Service User's access to the outside area as they require</li> <li>All Service User bedrooms are fitted with locks appropriate to their needs whether used by the Service Users or not</li> <li>Service Users or Carers/Representative are consulted about the security of their property and that the outcomes have been implemented</li> <li>Laundry facilities are organised to ensure Service User's clothes are not misplaced.</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 10: Safety and suitability of premises**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<p>Where clothes are lost or damaged by the laundry service the Service User is reimbursed for the loss</p> <ul style="list-style-type: none"> <li>• An effective call alarm system is available in Service User bedrooms and communal areas to enable Service Users and Staff to summon assistance as required</li> </ul>
<ul style="list-style-type: none"> <li>• Does the design and layout of the premises promote people's dignity, independence and wellbeing?</li> </ul>	<ul style="list-style-type: none"> <li>• A system is implemented that:                             <ul style="list-style-type: none"> <li>○ enables Service Users to access the external premises on request</li> <li>○ the Service Provider actively encourages them to do so.</li> <li>○ ensures Staff are aware of Service Users accessing the external premises</li> </ul> </li> <li>• Service Users are provided with appropriate levels of Staff supervision at all times</li> <li>• Premises and furnishings (both internal and external) are safe, well maintained and secure to meet the individual physical and cognitive needs of Service Users. This will include appropriate:                             <ul style="list-style-type: none"> <li>○ internal signage</li> <li>○ orientation aides</li> <li>○ personalised signage for bedroom doors</li> </ul> </li> <li>• The environment is suitable to maintain Service User's dignity e.g. curtains, blinds, etc.</li> <li>• Visiting therapists, clinicians and other specialist health and social care staff are, at all times, provided with adequate facilities and support to undertake their work whilst ensuring Service User's dignity independence and wellbeing is maintained</li> <li>• The Service User's bedroom and surrounding areas are conducive to enable Service Users to rest and sleep</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 10: Safety and suitability of premises**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Have all reasonable steps been taken to ensure that premises are accessible to all those who need to use them in keeping with the requirements of the Disability Discrimination Act 1995?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Providers have made reasonable adjustments to enable access to the premises for disabled people so that they do not face difficulties with access to the Service</li> </ul>
<ul style="list-style-type: none"> <li>• Are the premises and grounds well maintained and risks to safety identified and managed?</li> </ul>	<ul style="list-style-type: none"> <li>• Premises and furnishings (both internal and external) are safe, well maintained and secure to meet the individual physical and cognitive needs of Service Users. This will include appropriate:                         <ul style="list-style-type: none"> <li>○ fencing or boundaries</li> <li>○ treatment of paths</li> <li>○ unobstructed level paths/walkways</li> <li>○ maintained external surfaces</li> <li>○ handrails</li> <li>○ seating and furniture</li> <li>○ positioning of seating and furniture</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Are there arrangements in place to comply with all legislative requirements relating to the classification, collection, segregation, storage, handling, transport, treatment and disposal of waste?</li> </ul>	<ul style="list-style-type: none"> <li>• All legislative requirements relating to the classification, collection, segregation, storage, handling, transport, treatment and disposal of waste are complied with</li> </ul>
<ul style="list-style-type: none"> <li>• Are there arrangements in place to provide safe and effective care in the event of a failure in major utilities, fire, flood or other emergencies?</li> </ul>	<ul style="list-style-type: none"> <li>• Arrangements are in place to provide safe and effective care in the event of a failure in major utilities, fire flood or other emergencies in the form of a written:                         <ul style="list-style-type: none"> <li>○ Emergency Plan</li> <li>○ Business Continuity Plan</li> </ul> </li> <li>• Emergency Plans and Business Continuity Plans are reviewed and amended as necessary and as a minimum on an annual basis</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 10: Safety and suitability of premises**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>• Emergency Plans and Business Continuity Plans are shared with all relevant Staff</li> <li>• Emergency Plans and Business Continuity Plans are tested and reviewed/amended (as necessary) when required and as a minimum on an annual basis</li> </ul>
<ul style="list-style-type: none"> <li>• Are all Staff, people who use services and others provided with information on the risks to their health and safety, protective measures and what to do in the event of an emergency, for example fire?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider will have policies and procedures to ensure Service Users and others are provided with information on the risks to their health and safety, protective measures and what to do in the event of an emergency as outlined by CQC Essential Standards of Quality and Safety and in accordance with current legislation. The policies and procedures will be:                             <ul style="list-style-type: none"> <li>○ in writing</li> <li>○ communicated in appropriate form to Service Users and relevant others</li> <li>○ communicated in an appropriate form to all staff</li> </ul> </li> <li>• The Service Provider will have a record of the communication record that Staff have received and understood the above policies and procedures</li> </ul>
<ul style="list-style-type: none"> <li>• Are there arrangements for learning from relevant safety incidents, safety alerts and national guidance relating to premises and taking action to minimise risk in the future?</li> </ul>	<ul style="list-style-type: none"> <li>• Copies of all correspondence between the Home, CQC and other bodies, i.e. Fire Service and Environmental Health are shared with the Contracts Unit within 7 days of sending or receipt of correspondence</li> <li>• All learning to minimise future risks from relevant safety incidents, safety alerts and national guidance relating to premises has been logged and dated, learning identified and necessary actions implemented to minimise future risk</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 10: Safety and suitability of premises**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there emergency evacuation procedures in place and are they practised?</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency evacuation practises with dates and outcomes are undertaken and available for inspection as requested</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 11: Safety, availability and suitability of equipment**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Do Service Users have access to appropriate equipment to safely meet their needs?</li> </ul>	<ul style="list-style-type: none"> <li>Where appropriate Specialist advice is sought in relation to the provision and use of appropriate equipment to safely meet the needs of Service Users</li> <li>Where appropriate to meet health and safety and infection control requirements Service Users will have their own dedicated equipment to meet their needs e.g. slings, etc.</li> <li>All equipment used to safely meet the needs of Service Users meets the requirements of any specialist advice available (e.g. O.T., Physiotherapists, etc.)</li> <li>A risk assessment has been undertaken in relation to all equipment used to safely meet the needs of Service Users</li> <li>Risk assessments are reviewed when Service User's requirements change (and at least every month)</li> <li>Equipment is provided to meet all the Service User's health and social care needs</li> </ul>
<ul style="list-style-type: none"> <li>Does the equipment promote their independence and comfort?</li> </ul>	<ul style="list-style-type: none"> <li>Where appropriate Specialist advice is sought in relation to the provision of equipment to promote the Service User's independence and comfort</li> <li>All equipment is provided to promote the Service User's independence and comfort e.g. wheelchair provision to ensure Service User can access the internal and external environment</li> </ul>
<ul style="list-style-type: none"> <li>Is the equipment fit for purpose?</li> </ul>	<ul style="list-style-type: none"> <li>All equipment used by the Service User is fit for purpose and meets their individual needs</li> <li>A <i>Schedule of Service and Maintenance for Equipment</i> specifies servicing and maintenance Records for all equipment</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 11: Safety, availability and suitability of equipment**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Is there a process for ensuring that all equipment is properly installed, used, maintained, tested, serviced and replaced in accordance with relevant legislation, manufacturer's instructions and relevant expert guidance?</li> </ul>	<ul style="list-style-type: none"> <li>All equipment (including motor vehicles and its associated equipment) are maintained and serviced by an appropriately qualified person or organisation</li> <li>A <i>Schedule of Service and Maintenance for Equipment</i> specifies all servicing and maintenance Records for equipment including timescales – a copy of which must be available on the premises for inspection if requested</li> <li>Portable Appliance Testing is undertaken in accordance with relevant legislation</li> <li><i>Schedule of Service and Maintenance for Equipment</i> are signed and dated</li> <li>Equipment Schedule Audits are undertaken at least annually</li> </ul>
<ul style="list-style-type: none"> <li>Are all people using or maintaining equipment trained and competent to do so?</li> </ul>	<ul style="list-style-type: none"> <li>Staff Training Records in relation to the use of equipment (including motor vehicles and its associated equipment):                             <ul style="list-style-type: none"> <li>are signed and dated by trainer and trainee</li> <li>include details of training for specific equipment</li> <li>include details of date training given</li> <li>include details of refresher/retraining dates</li> </ul> </li> <li>Staff Rotas ensure appropriate numbers of suitably trained Staff are available on every shift</li> </ul>
<ul style="list-style-type: none"> <li>Is the equipment stored safely and securely?</li> </ul>	<ul style="list-style-type: none"> <li>All equipment is stored safely and securely with procedures to include:                             <ul style="list-style-type: none"> <li>an Equipment Plan</li> <li>details of equipment location</li> <li>special storage instructions i.e. away from direct sunlight, flammability details, etc.</li> </ul> </li> </ul>



**CQC Section: Safeguarding and safety**

**Outcome 11: Safety, availability and suitability of equipment**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>○ secure storage with restricted access by Service Users</li> <li>○ storage taking into account Fire Safety</li> <li>○ procedures for communicating this information to Staff</li> </ul>
<ul style="list-style-type: none"> <li>● Are there arrangements in place to identify and manage risks related to equipment?</li> </ul>	<ul style="list-style-type: none"> <li>● Risk assessments are documented for all Service Users in relation to equipment documented in the Service User's Support Plan</li> <li>● Audits on equipment are undertaken at least annually</li> <li>● Testing of equipment complies with:                             <ul style="list-style-type: none"> <li>○ legislation and regulations</li> <li>○ manufacturers recommendations</li> <li>○ good practice</li> </ul> </li> <li>● Risk assessments include Staff training for all equipment</li> </ul>
<ul style="list-style-type: none"> <li>● Are there arrangements in place to report and learn from equipment related safety incidents, including relevant national safety alerts and guidance to minimise the risks in the future?</li> </ul>	<ul style="list-style-type: none"> <li>● Procedures are in place for the management of equipment related safety incidents</li> <li>● All relevant national safety alerts and guidance are communicated to the responsible member of Staff for the equipment and necessary actions taken</li> <li>● A 'Root Cause Analysis' is undertaken following equipment related safety incidents</li> <li>● Internal investigations are undertaken following all incidents and findings are communicated to all Staff and necessary actions are carried out</li> <li>● Training Instructions are revised as necessary and Staff retraining is undertaken as required</li> </ul>

**CQC Section: Safeguarding and safety**

**Outcome 11: Safety, availability and suitability of equipment**

CQC Prompts	Contract Evidence Requirements (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>• Findings and outcomes for all Internal investigations are communicated in writing with the Council</li> </ul>
<ul style="list-style-type: none"> <li>• Are there arrangements in place to manage emergencies, such as power failures, where necessary?</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Plans and Business Continuity Plans include planning and management for emergencies related to incidents of equipment failures</li> <li>• All contingency plans for incidents of equipment failure have been communicated to Staff</li> <li>• All life saving equipment have:                             <ul style="list-style-type: none"> <li>○ specific written contingency plans and instructions on display in appropriate location(s)</li> <li>○ Staff who are trained to implement back up plans</li> <li>○ where appropriate back up generators in place</li> </ul> </li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 12: Requirements relating to workers**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there effective recruitment procedures that include checking and recording all required information?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has a written <i>Recruitment and Selection Policy</i> in place</li> <li>• Service Provider will upon request make available the following documentation for all Staff:                             <ul style="list-style-type: none"> <li>○ Recruitment Records – including recruitment decisions</li> <li>○ Application forms (to include employment history and explanations for gaps in employment)</li> <li>○ Staff interview questions and notes</li> <li>○ Recording of telephone verification</li> <li>○ References (one from the most recent employer and from past 'care' environments)</li> <li>○ DBS Status</li> <li>○ DBS Checks</li> <li>○ Declaration re criminal convictions</li> <li>○ Work Permit (if appropriate)</li> <li>○ Date member of Staff commenced work for the Service Provider</li> <li>○ Risk assessments</li> <li>○ Disciplinary Investigations/Procedures</li> <li>○ Referrals to DBS</li> </ul> </li> <li>• Service Provider has retained the documentation relating to the recruitment and selection of Staff for a minimum period of 7 years</li> </ul>
<ul style="list-style-type: none"> <li>• Are the procedures followed for all Staff, including temporary and agency Staff, students and volunteers?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has and implements a <i>Recruitment and Selection Policy</i> in the recruitment of all Staff including students and volunteers</li> <li>• Staff (including students and volunteers) engaged by the Service Provider through an employment agency were recruited via an effective <i>Recruitment and Selection Policy</i></li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 12: Requirements relating to workers**

CQC Prompts	Contract Evidence Requirements <small>(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)</small>
<ul style="list-style-type: none"> <li>• Are there effective processes to ensure people are not discriminated against during recruitment?</li> </ul>	<ul style="list-style-type: none"> <li>• Recruitment and selection processes ensure people are not discriminated against during recruitment taking into account the safety and protection of Service Users</li> </ul>
<ul style="list-style-type: none"> <li>• Do the recruitment processes include:                             <ul style="list-style-type: none"> <li>○ checking and recording that a person is of good character</li> <li>○ checking whether there are any pending enquiries about fitness to practise or breaches of code of conduct</li> <li>○ checking that a person has the right skills and qualifications needed for work</li> <li>○ checking and recording that the person is fit to do the role and that any reasonable adjustments are made</li> <li>○ checking and recording the requirements listed in Schedule 3 of the Regulations; and</li> <li>○ ensuring and monitoring that people are not discriminated against during recruitment?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Recruitment Processes include the following checks for all successful applicants prior to employment:                             <ul style="list-style-type: none"> <li>○ a current enhanced DBS (DBS's must be renewed every 3 years)</li> <li>○ Risk assessment for applicants with convictions to evidence that risks to Service Users are minimised</li> <li>○ DBS First barred list</li> <li>○ that applicants have the skills and qualifications to do the job</li> <li>○ where appropriate Disability Discrimination Act (DDA) adjustments have been made or considered for applicants who declare a disability</li> <li>○ checking and recording the requirements listed in Schedule 3 of The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014</li> <li>○ recording the recruitment process to ensure and monitor that people are not discriminated during recruitment</li> <li>○ a pre-employment health questionnaire detailing information on residency overseas, previous and current illnesses and immunisation history</li> </ul> </li> <li>• Staff cannot commence working with Service Users prior to the return of a DBS unless they:                             <ul style="list-style-type: none"> <li>○ are working with a partner (who has an enhanced DBS) at all times and</li> <li>○ have undergone the Induction Programme described in Appendix 1 Document Reference Table 'Skills for Care'</li> </ul> </li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 12: Requirements relating to workers**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"> <li>• All documentation associated with the Recruitment Process must be kept for a minimum of 7 years</li> </ul>
<ul style="list-style-type: none"> <li>• Do all relevant members of Staff have an up-to-date registration with the relevant professional body, if this is required, for their role or for them to use a given title?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider undertakes checks on Staff registration with relevant professional body for all relevant members of Staff</li> <li>• Registration checks are up-dated, monitored and documented for all relevant Staff</li> </ul>
<ul style="list-style-type: none"> <li>• Is there an effective and proportionate process to identify and take action if a person is no longer fit to practise or if they breach codes of conduct, including how and when to refer a registered professional to their regulatory body?</li> </ul>	<ul style="list-style-type: none"> <li>• A documented <i>Staff Removal Procedure</i> is implemented and details:                             <ul style="list-style-type: none"> <li>○ criteria for implementing temporary removal of a Staff member</li> <li>○ criteria for implementing permanent removal of a Staff member</li> <li>○ processes for managing the temporary removal of a Staff member</li> <li>○ processes for managing permanent removal of a Staff member</li> <li>○ processes for referral of a removed Staff member to a regulatory body e.g. the Service Provider refers to DBS without delay for an application for a member of Staff to be put on the barred list where sufficient evidence is available to suggest they are unsuitable to work with Vulnerable Adults</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Does the Service Provider have a documented disciplinary procedure?</li> </ul>	<ul style="list-style-type: none"> <li>• A documented <i>Disciplinary Procedure</i> is implemented <i>and</i> communicated to all Staff</li> <li>• If Staff who provide the Service are removed from duty the Authorised Officer is informed and updated with the disciplinary hearing process</li> <li>• If Staff are removed from duty due to a Safeguarding issue, they must not reinstated without authorisation of the <i>Safeguarding Chair Person</i></li> </ul>

<b>CQC Section: Suitability of staffing</b>	
<b>Outcome 13: Staffing</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there sufficient Staff with the right skills, qualifications and experience to meet the assessed needs of the Service Users who use the service at all times?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Rotas are planned to ensure all work shifts are covered by sufficient Staff to meet the needs of the Service Users as detailed in the Service User's Support Plan and associated documentation</li> <li>• Adequate time is allowed at the change of shifts for Staff to communicate relevant information regarding the care of Service Users and this is documented on the Staff Rota</li> </ul>
<ul style="list-style-type: none"> <li>• Is staffing provision reviewed both routinely and in response to the changing needs of Service Users using the service?</li> </ul>	<ul style="list-style-type: none"> <li>• The skills and qualifications of Staff are reviewed on a regular basis with regard to Service User's Support Plans and associated documentation to ensure Staff provision is suitably skilled, qualified and experienced to meet the Service User's needs</li> </ul>
<ul style="list-style-type: none"> <li>• Does the service address any gaps in staff numbers and skills when needed, including at short notice?</li> </ul>	<ul style="list-style-type: none"> <li>• A Staffing Contingency Plan is implemented to address gaps in Staff numbers and skills when needed including at short notice</li> <li>• Staffing Contingency Plan is updated with Staff details including:                             <ul style="list-style-type: none"> <li>○ Staff contact details</li> <li>○ Staff skills</li> <li>○ Staff members level of responsibility</li> </ul> </li> <li>• Staffing Contingency Plan is communicated to all appropriate members of Staff</li> <li>• All appropriate members of Staff are trained to implement the Staffing Contingency Plan</li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 13: Staffing**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are Staff appropriately managed at all times?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Rotas are planned and implemented to ensure appropriate members of Staff are on duty to supervise and manage members of Staff on all work shifts</li> </ul>
<ul style="list-style-type: none"> <li>• Do staff who are on duty have access to other staff with appropriate specialist skills and knowledge if required?</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Rotas are planned to ensure all work shifts are covered with sufficient Staff with the appropriate specialist skills and knowledge to meet the needs of the Service Users as detailed in the Service User's Support Plan and to take into consideration the layout of the Home</li> <li>• Staff on duty have access and/or contact details to other Staff with appropriate specialist skills and knowledge if required</li> <li>• Staffing levels are adjusted to meet the needs of the Service Users where appropriate</li> <li>• If the needs of individual Service Users result in additional Staff support being required, this is provided by the Service Provider at no extra cost to the Council. In such cases, the Service Provider must inform the Authorised Officer of the Service User's change in needs</li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 14: Supporting workers**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<p>Are Staff competent to deliver care and treatment to Service Users because Staff learning and development needs have been met (including mandatory training, updating skills, professional development and any further qualifications)?</p>	<ul style="list-style-type: none"> <li>• Signed certificated evidence signed by the trainer and trainee is available that Staff at all levels have undergone induction training, mandatory training and Service User specific training, this includes any specialist training, including but not limited to dementia care, end of life care, diabetes, risk assessment and enabling</li> <li>• The induction training programme incorporates:                         <ul style="list-style-type: none"> <li>○ a philosophy and approach to care</li> <li>○ working <b>with</b> rather than delivering <b>to</b> the Service User</li> <li>○ a recognition of the importance of privacy and confidentiality of information</li> </ul> </li> <li>• Staff have undergone induction training prior to working unsupervised with Service Users</li> <li>• A system is in place to identify when refresher training is required for Staff at all levels</li> <li>• Staff are issued with copies of their training certificates at their request</li> <li>• Training and refresher training for Staff is undertaken in the timescales detailed in <i>Meeting the workforce regulations: Skills for Care advice on CQC's workforce - specific outcomes</i> and associated documents, or more frequently if individual Staff require it</li> <li>• The Service Provider ensures that training needs of the Staff are identified and have in place an appropriate training strategy to meet those needs. Such strategy includes the following for all members of Staff:                         <ul style="list-style-type: none"> <li>○ Staff Learning and Development Programme</li> <li>○ Induction, training and development Records for Staff</li> </ul> </li> </ul>



<b>CQC Section: Suitability of staffing</b>	
<b>Outcome 14: Supporting workers</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Do Staff have access to supervision that meets both their needs and the needs of the Service Users?</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider operates a Staff Supervision Policy and Procedure that:                             <ul style="list-style-type: none"> <li>is written</li> <li>meets the needs of Service Users</li> <li>meets the needs of Staff</li> <li>is communicated to Staff</li> </ul> </li> <li>Service Provider undertakes supervision sessions whilst ensuring Service User needs are met</li> <li>Staff supervision sessions are held on a planned and regular basis that is in line with all relevant professional requirements and/or to be held on a six week interval as a minimum</li> <li>Service Provider maintains a written record of each supervision session, including any disciplinary sessions undertaken with Staff and that the record is:                             <ul style="list-style-type: none"> <li>signed by the member of Staff</li> <li>signed by the Manager</li> <li>dated</li> </ul> </li> <li>Service Provider responds to all required actions identified in the Staff supervision i.e. Training Action Plans, etc.</li> <li>Service Provider ensures that all Staff in their employ clearly understand what is expected of them and to whom they are responsible</li> </ul>
<ul style="list-style-type: none"> <li>Do all Staff receive appraisals at an agreed interval that is in line with any professional requirements?</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider has a structured Appraisal Policy and Procedures linked to Staff Supervision and Staff Training Programme</li> <li>Staff Appraisals take place at least annually and are:                             <ul style="list-style-type: none"> <li>signed by the member of Staff</li> <li>signed by the Manager</li> <li>dated</li> </ul> </li> </ul>

**CQC Section: Suitability of staffing**

**Outcome 14: Supporting workers**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Do the clinical governance and audit systems enable healthcare professionals to demonstrate that they continue to meet professional standards?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider implements clinical governance and audit systems to enable healthcare professionals to demonstrate that they continue to meet professional standards</li> <li>• Governance and audit systems are reviewed at least annually</li> <li>• Service Provider has in place a mechanism to receive and act upon on going updates from relevant professional bodies</li> <li>• Service Provider is employing appropriately trained and skilled healthcare professionals who meet the relevant professional standards</li> </ul>

**CQC Section: Quality and Management**

**Outcome 15: Statement of Purpose**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Will people who use the service benefit from the knowledge that the Care Quality Commission is informed of the services being provided</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has a Statement of Purpose:                             <ul style="list-style-type: none"> <li>○ that is documented</li> <li>○ communicated to the CQC</li> <li>○ communicated to the Council</li> <li>○ available to Service Users</li> <li>○ for which distribution Records are maintained</li> </ul> </li> <li>• Service Provider has communicated all amendments of the Statement of Purpose to:                             <ul style="list-style-type: none"> <li>○ the CQC</li> <li>○ the Council</li> <li>○ Service Users, Carers and Representatives</li> </ul> </li> <li>• The Statement of Purpose identifies the client group the Service Provider proposes to provide care to</li> <li>• Where the Service Provider proposes to meet the needs of specialist client groups the Statement of Purpose contains detailed information as to how all aspects of environment and care will meet the specialist needs of these Service Users</li> <li>• Service Provider has identified the level and skills being provided to the proposed client group in the Statement of Purpose</li> <li>• The Statement of Purpose includes the following details:                             <ul style="list-style-type: none"> <li>○ minimum Staff to Service User ratio</li> <li>○ functionality of the internal and external environment</li> <li>○ service speciality i.e. Dementia Unit, Head Injury, etc.</li> <li>○ detailed evidence of how the Service will meet the specialist needs of Service Users</li> </ul> </li> </ul>

**CQC Section: Quality and Management**

**Outcome 15: Statement of Purpose**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
	<ul style="list-style-type: none"><li>• The Statement of Purpose is amended to reflect any changes to:<ul style="list-style-type: none"><li>○ Service User needs</li><li>○ functionality of the environment</li><li>○ service speciality</li></ul></li></ul>

**CQC Section: Quality and management**

**Outcome 16: Assessing and monitoring the quality of service provision**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance ‘prompts’ detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Does the Service Provider effectively assess and monitor the quality of its service delivery to ensure that Service Users receive safe and appropriate care and treatment?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider effectively assesses and monitors the quality of its service delivery via annual audits of key areas including but not limited to:                             <ul style="list-style-type: none"> <li>○ medication</li> <li>○ Support Plans and associated documentation</li> <li>○ risk assessments</li> <li>○ action plans</li> <li>○ Staff ratios, skills and training</li> <li>○ environment (internal and external)</li> <li>○ other policies and procedures</li> </ul> </li> <li>• Service Provider effectively assesses and monitors the quality of its service delivery with monthly sampling of the key areas identified above</li> <li>• Service Provider provides written evidence of sampling and audits to be made available on request to the Council</li> <li>• An on-going system for monitoring and acting on the views of Service Users regarding care offered and how it is provided to include:                             <ul style="list-style-type: none"> <li>○ Service User and where appropriate their Carers and/or Representatives reviews</li> <li>○ satisfaction questionnaires/surveys</li> <li>○ improvement plans/business development plans</li> </ul> </li> </ul>

**CQC Section: Quality and management**

**Outcome 16: Assessing and monitoring the quality of service provision**

CQC Prompts	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Are there clear lines of reporting/ accountability/responsibility and are these implemented?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has clear written lines of reporting, accountability and responsibility that include information on:                             <ul style="list-style-type: none"> <li>○ <i>Line Manager Structures</i> – that outline the lines of reporting and Supervision Policy</li> <li>○ <i>Job Descriptions</i> – that outline the roles and responsibilities for that job/member of staff</li> <li>○ <i>Whistleblowing Procedures</i></li> </ul> </li> <li>• Service Provider has communicated the written lines of reporting, accountability and responsibility to:                             <ul style="list-style-type: none"> <li>○ Staff</li> <li>○ Service Users</li> <li>○ Carers/Representatives/Advocates</li> <li>○ the Council/Authorised Officer</li> <li>○ relevant others</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Is a system implemented for reporting and learning from incidents?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has an <i>Incident Reporting System</i> that is responsive in timescales which reflect the nature and gravity of the incident(s).</li> <li>• Service Provider has an <i>Incident Reporting System</i> in place that:                             <ul style="list-style-type: none"> <li>○ is a written document</li> <li>○ collates and analyses incidents</li> <li>○ utilises information to learn from the incident</li> <li>○ documents all findings and action plans</li> <li>○ implements the learning points</li> <li>○ communicates the above information to all concerned parties</li> </ul> </li> </ul>

**CQC Section: Quality and management**

**Outcome 16: Assessing and monitoring the quality of service provision**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Does the Service Provider seek views and comments from Service Users, their carers, Staff and other third parties, and use these views to help them assess quality and manage risks?</li> <li>• Are there effective processes in place for Staff, Service Users and their carers to raise concerns and for the service to act on them?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has sought the views and comments from Service Users, their Carers, Staff and other third parties via:                             <ul style="list-style-type: none"> <li>○ Residents Meeting Minutes</li> <li>○ Questionnaires</li> <li>○ One-to-one interviews/discussions</li> <li>○ Team Meetings</li> <li>○ Supervisions</li> <li>○ Staff Appraisals</li> <li>○ Monitoring Visits (internal and external)</li> <li>○ CQC Reports</li> <li>○ Other Methods</li> </ul> </li> <li>• Views and comments from Service Users, their Carers, Staff and other third parties has been:                             <ul style="list-style-type: none"> <li>○ documented</li> <li>○ addressed appropriately</li> <li>○ signed by all parties involved (as appropriate)</li> <li>○ dated</li> </ul> </li> <li>• Views and comments from Service Users, their Carers, Staff and other third parties are used to assess and monitor the quality of care and systems are amended as appropriate.</li> <li>• Views and comments from Service Users, their Carers, Staff and other third parties are used to manage risks by utilising the information to:                             <ul style="list-style-type: none"> <li>○ identify risks to Service Users</li> <li>○ identify risks to Staff</li> <li>○ identify risks to Visitors and others</li> <li>○ monitor identified risks</li> <li>○ up-date existing risk assessments</li> <li>○ produce new risk assessments</li> </ul> </li> </ul>

**CQC Section: Quality and management**

**Outcome 16: Assessing and monitoring the quality of service provision**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Does the Service Provider evaluate, take action on, and learn from relevant findings and recommendations from:                             <ul style="list-style-type: none"> <li>– CQC</li> <li>– expert bodies</li> <li>– professional bodies</li> <li>– national reports and audits</li> <li>– bodies representing the views of Service Users?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider responds within given timescales with a written report that collates, analyses, evaluates and acts upon relevant findings and recommendations from:                             <ul style="list-style-type: none"> <li>○ CQC</li> <li>○ expert and professional bodies</li> <li>○ national reports and audits</li> <li>○ bodies representing the views of Service Users</li> <li>○ the Council</li> </ul> </li> </ul>



<b>CQC Section: Quality and management</b>	
<b>Outcome 17: Complaints</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b>
	(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is there an effective complaints system?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider has a written Complaints Procedure which:                             <ul style="list-style-type: none"> <li>○ has clear timescales for response</li> <li>○ maintains a log of all complaints and responses</li> <li>○ analyses the complaints to identify trends and develop action plans</li> <li>○ produces a quarterly complaints report of the complaints log, trends, action plans and outcomes for the Service and Service Users</li> <li>○ the above documentation is made available to the Council immediately upon request</li> </ul> </li> <li>• The Service Provider ensures the <i>Complaints Procedure</i> is:                             <ul style="list-style-type: none"> <li>○ communicated to Service Users and their families/carers</li> <li>○ given to the Service User (dated and signed receipt)</li> <li>○ communicated to Staff (dated and signed receipt)</li> <li>○ easy for Service Users and their families to understand and initiate</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Are people made aware of the complaints system and what to do if they are dissatisfied with the response?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Users and their Carers/ Representatives have the option of using the <i>Kirklees Council Complaints Procedure</i> and/or <i>NHS Complaints Procedure</i> and have been made aware that this option is available to them and have been informed as to how it may be initiated.</li> <li>• Service Provider's <i>Complaints Procedure</i> includes an appeals process</li> </ul>

**CQC Section: Quality and management**

**Outcome 17: Complaints**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Is the complaints process accessible and available in an appropriate manner and formats to meet the needs of Service Users?</li> </ul>	<ul style="list-style-type: none"> <li>The Service User or Representative has been given a copy of the <i>Complaints Procedure</i> in an appropriate format to meet their needs e.g. Braille, language translation, etc.</li> <li>The <i>Complaints Procedure</i> is included in the Statement of Purpose and given to Service Users and where appropriate their Carers and/or Representatives at commencement of the Service</li> </ul>
<ul style="list-style-type: none"> <li>Are people provided with support to raise a complaint or make comments, and protected from discrimination?</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider has provided Service Users and their Carer/Representative with every reassurance that if they make a complaint:                             <ul style="list-style-type: none"> <li>it will be treated seriously</li> <li>their right to complain will be upheld</li> <li>they will not be treated less favourably in any way as a result of having made a complaint</li> </ul> </li> <li>The Service Provider facilitates the Service User's access to independent advocacy</li> <li>Where a mutual resolution cannot be achieved between the Service Provider and Service User and their Carers and/or Representatives due to a breakdown in relationships and trust, a multi disciplinary approach is undertaken to find and agree solutions/outcomes</li> </ul>
<ul style="list-style-type: none"> <li>Are complaints fully investigated, resolved if practicable, and the outcome communicated to the complainant and other interested parties?</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider fully investigates and resolves if practicable all complaints and that the outcome is communicated to all relevant parties in writing and communicated in an alternative appropriate format if required</li> <li>Investigations are carried out by Staff who are competent to do so and that investigations are thorough, open, transparent and undertaken in an unbiased manner and documented</li> </ul>

**CQC Section: Quality and management**

**Outcome 17: Complaints**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is a coordinated investigation and response undertaken if there is more than one service specified in the complaint?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider ensures they coordinate all responses and actions in relation to a complaint when other agencies are involved and record the responses</li> </ul>
<ul style="list-style-type: none"> <li>• Is a record made of all complaints, investigations, responses and outcomes?</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider maintains a record of:                             <ul style="list-style-type: none"> <li>○ each complaint received</li> <li>○ details of the investigation into the complaint</li> <li>○ any action plan</li> <li>○ the outcome of the investigation</li> <li>○ the complainants response to the outcome</li> </ul> </li> <li>• Learning from complaints takes place and is built into the Service Provider's business plan and quality assurance framework</li> </ul>
<ul style="list-style-type: none"> <li>• Are there processes in place to implement learning from complaints</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has documented processes to implement learning from complaints which includes:                             <ul style="list-style-type: none"> <li>○ Training Plan</li> <li>○ Communication Plan</li> <li>○ Root Cause Analysis Plan</li> <li>○ Audit Processes</li> </ul> </li> <li>• Identified requirements to change systems and processes following learning from complaints is reflected in the Service Provider's policy and procedures</li> </ul>

**CQC Section: Quality and management**

**Outcome 18: Notification of death of a service user**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• People who use services can be confident that deaths of people who use services are reported to the Care Quality Commission so that, where needed, action can be taken.</li> </ul>	<ul style="list-style-type: none"> <li>• Deaths of Service Users are immediately reported to the CQC</li> <li>• Following the death of a Service User the Service Provider fully cooperates with all instructions and recommendations of the CQC</li> </ul>

**CQC Section: Quality and management**

**Outcome 19: Notification of a death or unauthorised absence of a service user who is detained under the Mental Health Act 1983**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Service Users who are detained under the Mental Health Act 1983 can be confident that important events that affect their welfare, health and safety are reported to the Care Quality Commission so that, where needed, action can be taken.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider is aware and compliant with the regulations of the Mental Health Act 1983 with specific Service User Support Plans identifying which sections of the Mental Health Act are relevant and appropriate contact information</li> <li>• Important events affecting Service Users detained under the Mental Health Act 1983 that affect their welfare, health and safety are immediately reported to the CQC by the Service Provider</li> <li>• Following the reporting of important events affecting Service Users detained under the mental Health Act 1983 welfare, health and safety the Service Provider fully cooperates with all instructions and recommendations of the CQC</li> </ul>

**CQC Section: Quality and management**

**Outcome 20: Notification of other incidents**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Service Users can be confident that important events that affect their welfare, health and safety are reported to the Care Quality Commission so that, where needed, action can be taken.</li> </ul>	<ul style="list-style-type: none"> <li>• Important events affecting Service User's welfare, health and safety are immediately reported to the CQC</li> <li>• Following the reporting of important events affecting Service User's welfare, health and safety the Service Provider fully cooperates with all instructions and recommendations of the CQC</li> <li>• A record is maintained of any accident or incident happening to a Service User whilst in receipt of the Service</li> </ul>

<b>CQC Section: Quality and management</b>	
<b>Outcome 21: Records</b>	
<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>Do the records kept for each Service User include clear, accurate and up-to-date information about their care and treatment?</li> </ul>	<ul style="list-style-type: none"> <li>Records kept for each Service User include clear, accurate and up-to-date information about their care and treatment and that the information is available to the Council immediately on request, or where not available, detailed reasons for the failure to provide the Records requested</li> <li>Daily Records contain details of care undertaken in relation to the Service and any relevant information pertaining to the Service User including any changes or concerns and actions taken</li> <li>Daily Records are signed by the member of Staff completing the Daily Record</li> </ul>
<ul style="list-style-type: none"> <li>Are all the relevant records listed in the guidance about compliance kept?</li> </ul>	<ul style="list-style-type: none"> <li>Evidence that the Service Provider keeps a catalogue of all the relevant Records listed in the CQC Guidance about compliance and this is made available to the Authorised Officer on request</li> <li>Records are retained for the timescales as outlined in the CQC Guidance with the exception of Support Plans and associated documentation including risk assessments which must be retained for a minimum of six years from the date of the last entry</li> <li>A record archiving system is in place.</li> <li>A record audit with details of record:                         <ul style="list-style-type: none"> <li>retention</li> <li>destruction</li> <li>storage locations</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Are records stored securely (in accordance with the Data Protection Act 1998) and able to be located promptly when required?</li> </ul>	<ul style="list-style-type: none"> <li>Records are stored securely in fire proof secure storage and in accordance with principles of confidentiality and the Data Protection Act</li> </ul>

**CQC Section: Quality and management**

**Outcome 21: Records**

<b>CQC Prompts</b>	<b>Contract Evidence Requirements</b> (The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)
<ul style="list-style-type: none"> <li>• Is there an effective records management system that Staff understand?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider has an effective written Records management system which is:                             <ul style="list-style-type: none"> <li>○ documented as a procedure</li> <li>○ communicated to all relevant Staff</li> <li>○ implemented and monitored</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Are Staff given induction training about the principles of confidentiality and the Data Protection Act?</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider includes the principles of confidentiality and the Data Protection Act in all Staff inductions and has been signed and dated by all Staff</li> </ul>
<ul style="list-style-type: none"> <li>• Are records securely destroyed in keeping with the Data Protection Act?</li> </ul>	<ul style="list-style-type: none"> <li>• All Records are securely destroyed in keeping with the Data Protection Act and that an audit trail exists with the following details for all Records that have been destroyed:                             <ul style="list-style-type: none"> <li>○ which – details of Records</li> <li>○ how – method of destruction</li> <li>○ who – signature of person authorising</li> <li>○ when – date of destruction</li> <li>○ where – location of destruction</li> </ul> </li> </ul>



**CQC Section: Suitability of management**

**Outcome 22: Requirements where the Service Provider is an individual or partnership**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

**CQC Section: Suitability of management**

**Outcome 23: Requirement where the service provider is a body other than a partnership**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

**CQC Section: Suitability of management**

**Outcome 24: Requirements relating to registered managers**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)
- Skills for Care guidance qualification for Social Care Managers

**CQC Section: Suitability of management**

**Outcome 25: Registered person: training**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)
- Skills for Care guidance qualification for Social Care Managers

**CQC Section: Suitability of management**

**Outcome 26: Financial position**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

**CQC Section: Suitability of management**

**Outcome 27: Notifications – notice of absence**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

In addition to informing the CQC of the absence of a registered manager the Service Provider must also inform the Council of the absence.

**CQC Section: Suitability of management**

**Outcome 28: Notifications – notice of changes**

**CQC Prompts**

**Contract Evidence Requirements**

(The Contract evidence requirements listed below are in addition to the Guidance 'prompts' detailed in the Essential Standards of Quality and Safety issued by CQC)

Compliance required as per:

- CQC: Guidance About Compliance Essential Standards of Quality And Safety
- Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)

In addition to informing the CQC of the respective changes the Service Provider must also notify the Council of the change or the intention to change.


## Appendix 1 Document Reference Table

The links to the documents detailed in this Appendix 1 Document Reference Table are available on the Councils website at the following web address: <http://www.kirklees.gov.uk/community/careInKirklees/index.aspx>

Document Description	Document Internet Link
Care Quality Commission: Essential Standards of Quality and Safety	<a href="http://www.cqc.org.uk/">http://www.cqc.org.uk/</a>
Skills for Care	<a href="http://www.skillsforcare.org.uk/home/home.aspx">http://www.skillsforcare.org.uk/home/home.aspx</a>
Skills for Care: Common Induction Standards	<a href="http://www.skillsforcare.org.uk/entry_to_social_care/common_induction_standards/common_induction_standards.aspx">http://www.skillsforcare.org.uk/entry_to_social_care/common_induction_standards/common_induction_standards.aspx</a>
Skills for Care: Care Certificate	<a href="http://www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx">http://www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx</a>
Skills for Care: Care Quality Commission Regulations	<a href="http://www.skillsforcare.org.uk/qualifications_and_training/advice_on_meeting_CQC_regulations/advice_on_meeting_CQC_regulations.aspx">http://www.skillsforcare.org.uk/qualifications_and_training/advice_on_meeting_CQC_regulations/advice_on_meeting_CQC_regulations.aspx</a>
West Yorkshire Multi-Agency Policy and Procedures to Safeguard Adults from Abuse	<a href="http://www.kirklees.gov.uk/safeguarding">http://www.kirklees.gov.uk/safeguarding</a>
Adult Social Care Complaints, Compliments and Comments Procedures of the Council	<a href="http://www.kirklees.gov.uk/you-kmc/contact/adultSocialCareComp.aspx">http://www.kirklees.gov.uk/you-kmc/contact/adultSocialCareComp.aspx</a>
Inter-Agency Information Sharing Protocol	<a href="http://www.kirklees.gov.uk/community/careInKirklees/tendering.aspx">http://www.kirklees.gov.uk/community/careInKirklees/tendering.aspx</a>
Kirklees Council: Emergency Planning and Business Continuity Management Information and Templates	<a href="http://www.kirklees.gov.uk/you-kmc/emergency-plan/emergencymenu.shtml">http://www.kirklees.gov.uk/you-kmc/emergency-plan/emergencymenu.shtml</a>
The above web-links relates to the <i>Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay) April 2015 (Version 3.0)</i>	



## Appendix 2 Placement Agreement

Placement Agreement Section 1	
	
<b>Form Details</b>	
Form Start Date:	Worker Name:
<b>Person Details</b>	
Name:	CareFirst ID:
DoB / EDD:	Gender:
Address:	Tel No:
<b>General Information</b>	
(This Placement Agreement incorporates the Terms and Conditions of Kirklees Council Contract for the Provision of Personal Care Services (Long Stay and Short Stay) ("the Terms and Conditions"))	
<b>Name of Service Provider (Care Home)</b>	
Type:	
Name:	
Address:	
Email:	
Phone:	
Notes:	
Commencement Date (date of admission to Care Home)	
Termination Date (original planned date of discharge - only complete for Short Stay / Respite Care)	
Council Budget Cost Code (Team Code)	
Business Support Team (including email address)	
<b>Placement Agreement Type</b>	
Placement Agreement Type:	
Residential or Nursing?	
<b>Dementia Care Payment Fee</b>	
Does this Placement Agreement qualify for the extra Dementia Care Payment for this Placement Agreement?	
<b>Service User Placement Type</b>	
Produced on: 21-Jun-2012 10:44:43	
Produced by: Paul Hartley	
Report: CRCA100R v1.178	
Database: CFTEST_TEST.WORLD	
Page 1 of 9	

**Placement Agreement Section 1**

<b>Name:</b>	<b>CareFirst ID:</b>
--------------	----------------------

Please define the Service User Placement type...

--

If Other (give details)

--

**Placement Options**

Please define the Placement option:

--

If Other, please specify other placement type...

--

**Accommodation Type**

Please select the Accommodation type:

--

**Agreement of Personal Care Fee**

Is the Personal Care Fee a standard fee rate determined by the Council?

--

**Nursing Care Fee**

Is the Service User receiving funded Nursing Care?

--

Note: Only Care Homes within the Kirklees Council boundary will have the Nursing Care Fee paid by the Council on behalf of the NHS.

If Yes, insert funded Nursing Care Fee £ .....

--

**Joint Funded Care Fee**

Is there an agreement for the Council to pay the Joint Funded Care Fee ("JFC Fee") on behalf of the NHS?

--

If 'Yes' what is the NHS contribution?

	£ (0.00)	%
If 'Yes' what is the NHS contribution?		

**Personal Care Fee - Long Stay**

Subject to the Terms and Conditions, the Council shall pay the Service Provider the Personal Care Fee and any applicable JFC Fee as set out below in consideration of the Service provided to the Service User.

LONG STAY ONLY

If the Service User Contribution is known complete the Personal Care Fee below (as per response in section Placement Agreement type).

**Placement Agreement Section 1**

Name: \_\_\_\_\_ CareFirst ID: \_\_\_\_\_

	For first 4 Weeks: Cost per week (e.g. £0.00)	After first 4 Weeks: Cost per week (e.g. £0.00)
Service User Contribution		
Balance of Personal Care Fee		
Total Personal Care Fee (Service User Contribution plus Council Contribution), together with where applicable, the JFC Fee - Council pays this amount directly to the Service Provider)		

If the Service User Contribution is not known insert the Total Personal Care Fee (Breakdown Unknown)...

	Breakdown Unknown: For first 4 weeks: Cost per week (e.g. £0.00)	Breakdown Unknown: After first 4 weeks: Cost per week (e.g. £0.00)
Total Personal Care Fee (Service User Contribution unknown at this time)		

**Personal Care Fee - Short Stay (including Respite)**

Subject to the Terms and Conditions, the Council shall pay the Service Provider the Personal Care Fee and any applicable JFC Fee as set out below in consideration of the Service provided to the Service User.

**SHORT STAY ONLY**

If the Service User Contribution is known complete the Personal Care Fee below (as per response in section Placement Agreement type).

	Cost per week (e.g. £0.00)
Service User Contribution	
Balance of Personal Care Fee	
Total Personal Care Fee (Service User Contribution plus Council Contribution), together with where applicable, the JFC Fee - Council pays this amount directly to the Service Provider)	

### Placement Agreement Section 1

<b>Name:</b>	<b>CareFirst ID:</b>
--------------	----------------------

<b>If the Service User Contribution is not known insert the Total Personal Care Fee (Breakdown Unknown)...</b>	
	<b>Cost per week (e.g. £0.00)</b>
<b>Total Personal Care Fee (Service User Contribution unknown at this time)</b>	

<b>Third Party Contributions</b>	
<b>Has a Third Party Contribution been agreed?</b>	
<b>Third Party Contribution?</b>	
<b>Name of Third Party</b>	
<b>Address of Third Party?</b>	

<b>Additional Service Charges</b>
The Service User has complete discretion in spending his/her own Personal Expenses Allowance and any other money belonging to them.
The Service Provider must provide to the service user, representative, and the Council details of all Additional Services which are not included in the Personal Care Fee for which an additional charge may be made.
Please refer to the Contract which details items and services for which charges must not be made as they are deemed to be included in the Personal Care Fee.
Please note the Council will not be liable for the non-payment of Additional Services.

<b>Miscellaneous</b>
<b>Notify Client Financial Affairs.</b>
<b>Is there further information required by CFA? (If yes complete Section 3 of this Placement Agreement)</b>

<b>Details &amp; Signatures of ALL Parties (i)</b>
SERVICE PROVIDER SIGNATURE(s)
Signed on behalf of the Service Provider:
SIGNATORY 1
Service Provider Duly Authorised Officer (signature)

Placement Agreement Section 1	
<b>Name:</b>	<b>CareFirst ID:</b>
<b>Position held in the Organisation</b>	
<b>Service Provider Duly Authorised Officer (print name)</b>	
<b>Date signed</b>	
SIGNATORY 2 (if required by Service Provider)	
<b>Service Provider Duly Authorised Officer (signature)</b>	
<b>Position held in the Organisation</b>	
<b>Service Provider Duly Authorised Officer (print name)</b>	
<b>Date signed</b>	
<b>Details &amp; Signatures of ALL Parties (ii)</b>	
SERVICE USER OR REPRESENTATIVE SIGNATURE(S)	
I accept a place at the Home in accordance with the Terms and Conditions set out in the Kirklees Council Contract for the Provision of Personal Care Services in a Care Home.	
I understand that if the Service User Contribution or the Third Party Contribution is not paid, the Council may terminate the Placement Agreement in accordance with the Terms and Conditions.	
I understand that the Personal Allowance is for use to purchase Additional Services and/or items only. I understand that I must liaise with the Home to ensure regular payment of bills in respect of Additional Services and/or items.	
I understand the Council will not be liable for non-payment of Additional Services and/or items.	
<b>Service User (signature)</b>	
<b>Service User (print name)</b>	
or	
REPRESENTATIVE SIGNING AT THE REQUEST AND DIRECTION OF THE SERVICE USER (SIGNATURE)	
Signed by a Representative at the Service User's request and direction and in the Service User's presence (where the Service User has capacity but is unable to sign)	
<b>Representative (print name)</b>	
Produced on: 21-Jun-2012 10:44:43 Produced by: Paul Hartley Report: CRCA100R v1.178	
Database: CFTEST_TEST.WORLD Page 5 of 9	

Placement Agreement Section 1	
Name:	CareFirst ID:
Address of Representative	
Contact Details of Representative (Home Telephone Number)	
Contact Details of Representative (Work Telephone Number)	
Contact Details of Representative (Mobile Number)	
Representative (signature) (at request and direction of the Service User)	
Date signed	
or	
I AM THE AUTHORISED REPRESENTATIVE AND IN RESPECT OF THE SERVICE USER	
I hold Court of Protection for Property and Affairs	
I hold the Registered Enduring Power of Attorney	
I hold Lasting Power of Attorney	
I have applied for Court of Protection for Property and Affairs	
I have been advised to apply for Court of Protection	
I hold Department of Work and Pensions Appointeeship	
I agree that in consideration of the Service provided to the Service User, all future invoices raised will be sent to me and I am personally responsible for their payment.	
Representative (print name)	
Address of Representative	
Contact Details of Representative (Home Telephone Number)	

<b>Placement Agreement Section 1</b>	
<b>Name:</b>	<b>CareFirst ID:</b>
<b>Contact Details of Representative (Work Telephone Number)</b>	
<b>Contact Details of Representative (Mobile Number)</b>	
<b>Representative (signature) (at request and direction of the Service User)</b>	
<b>Date signed</b>	
<b>Details &amp; Signatures of ALL Parties (iii)</b>	
<b>THIRD PARTY SIGNATURE(S)</b>	
I hereby agree to make an additional weekly payment of the above amount from the date stated above towards the costs of the Care Home Placement arranged by Kirklees Council in respect of the above named Service User in the above named Care Home.	
I acknowledge that it is my responsibility to maintain this payment for the duration of the Service User's stay in the Care Home.	
I understand that if I am no longer able to afford to maintain this payment the Council may arrange for the Service User to be moved to an alternative Care Home where a Placement can be made at the Council's usual rate of payment.	
I confirm that the amount of additional weekly payment will not be changed without the agreement of the Council.	
Where two or more parties have agreed to make a Third Party Payment together I acknowledge that each Third Party (including myself) will be jointly and severally responsible for the whole payment.	
<b>FIRST THIRD PARTY</b>	
<b>Third Party (print name)</b>	
<b>Address of Third Party</b>	
<b>Contact Details for Third Party (Home Telephone Number)</b>	
<b>Contact Details for Third Party (Work Telephone Number)</b>	
<b>Contact Details for Third Party (Mobile Number)</b>	



**Placement Agreement Section 1**

<b>Name:</b>	<b>CareFirst ID:</b>
<b>Third Party (signature)</b>	
<b>Date signed</b>	
<b>SECOND THIRD PARTY</b>	
<b>Third Party (print name)</b>	
<b>Address of Third Party</b>	
<b>Contact Details for Third Party (Home Telephone Number)</b>	
<b>Contact Details for Third Party (Work Telephone Number)</b>	
<b>Contact Details for Third Party (Mobile Number)</b>	
<b>Third Party (signature)</b>	
<b>Date signed</b>	
<b>THIRD THIRD PARTY</b>	
<b>Third Party (print name)</b>	
<b>Address of Third Party</b>	
<b>Contact Details of Third Party (Home Telephone Number)</b>	
<b>Contact Details of Third Party (Work Telephone Number)</b>	



**Placement Agreement Section 1**

<b>Name:</b>		<b>CareFirst ID:</b>	
<b>Contact Details of Third Party (Mobile Number)</b>			
<b>Third Party (signature)</b>			
<b>Date signed</b>			
<b>Details &amp; Signatures of ALL Parties (iv)</b>			
<b>COUNCIL SIGNATURE</b>			
Signed on behalf of the Council:			
<b>Authorised Officer (signature)</b>			
<b>Authorised Officer (print name)</b>			
<b>Date signed</b>			
<b>Completion and Authorisation</b>			
<b>Completed By:</b>		<b>Date:</b>	
Worker:			
Tel:			
Address:			
<b>Authorised By:</b>		<b>Date:</b>	
Manager:			
Tel:			
<b>Authorisation Comment:</b>			

**Placement Agreement Section 2**



**Form Details**

Form Start Date:	Worker Name:
------------------	--------------

**Person Details**

Name:	CareFirst ID:
-------	---------------

DoB / EDD:	Gender:
------------	---------

Address:	Tel No:
----------	---------

**Section 2 - Revised Placement Termination Date**

Name of Service Provider (Care Home)

Type:  
 Name:  
 Address:  
 Email:  
 Phone:  
 Notes:

Commencement Date (date of admission to Care Home)

Termination Date

(See Section 1 - original planned date of discharge from Care Home for Short Stay/Respite Care only)

Termination Date (revised)

(New planned date of discharge from Care Home for Short Stay/Respite Care only)

Termination Date (actual)

(actual date of discharge from Care Home for Short Stay/Respite Care Home)


Council Budget Cost Code (Team Code)

Notify Client Financial Affairs.

**Placement Agreement Section 2**

<b>Name:</b>		<b>CareFirst ID:</b>	
<b>Completion and Authorisation</b>			
<b>Completed By:</b>		<b>Date:</b>	
<b>Worker:</b>			
<b>Tel:</b>			
<b>Address:</b>			
<b>Authorised By:</b>		<b>Date:</b>	
<b>Manager:</b>			
<b>Tel:</b>			
<b>Authorisation Comment:</b>			

**Appendix 3 Service User Room Relocation Request Form**

<b>Kirklees Council Adult Social Care</b>			
<b>Service User Room Relocation Request Form</b>			
<b>Care Home Name</b>			
<b>Name of Care Home Representative Completing Form</b>			
<b>Service User Name</b>			
<b>Current Room Type</b> (tick the box that applies)			
Single Room	Single-Room En-suite*	Double Room	Double-Room En-suite*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>New Room Type</b> (tick the box that applies)			
Single Room	Single-Room En-suite*	Double Room	Double-Room En-suite*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* en-suite facilities must be in a separate room connected to the bedroom via a door, as a minimum the en-suite must have a hand basin and toilet and must be for the exclusive use of the Service User or in the case of a double room for the exclusive use of the Service User and the resident with whom they share the room.			
<b>Effective Date of Room Relocation</b>			
(No relocation of a Service User can take place until approval has been given by the appropriate Team Manager)			
<b>Team Manager (Authorised Officer) Relocation Decision</b>			
(tick the box that applies)			
<b>Approved</b>	<input type="checkbox"/>	<b>Not Approved</b>	<input type="checkbox"/>
<b>Team Manager Signature</b>			
<b>Team Manager Name (Print)</b>			
<b>Date</b>			
<b>Team Manager to return completed and signed form to:</b>			
Kirklees Council, Client Financial Affairs, Payments Team, Civic Centre 1, Huddersfield			
<b>For official use only</b>			
<i>Payment Record Altered (Date)</i>	<input type="checkbox"/>	<i>Care First Altered (Date)</i>	<input type="checkbox"/>

## Appendix 4 Schedule of Admissions, Discharges and Deaths – Independent Sector Care Homes



### Schedule of Admissions, Discharges and Deaths - Independent Sector Care Homes

Care Home Name & Address \_\_\_\_\_

Period Dates (from & to) \_\_\_\_\_

*For Office Use Only*

Date Received	
Checked by Payments	
Checked by Pensions	
Checked by Records	

ADMISSIONS				DISCHARGES/DEATHS			RE-ADMISSIONS	
Service User Name	Date of Birth	Date of Admission	Service User Home Address <small>(for long stay Service User use previous home address)</small>	Discharge Date	Discharged To	Date Deceased	Date Re-admitted	Re-admitted From
<b>Kirklees Council Funded Service Users - Long Stay</b>								
<b>Kirklees Council Funded Service Users - Short Stay</b>								
<b>Self-Funded Service Users</b>								

I, \_\_\_\_\_, as a duly authorised officer of \_\_\_\_\_, confirm the above information to be an accurate record.

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 5 Council Remittance/Payment Schedule: Payments to Provider

Date: (Insert)

Council Remittance/Payment Schedule: Payments to Provider to (insert date)

Provider  
Creditor  
Tel

Contact

Kirklees Council  
Social Services  
Client Financial Affairs  
Oakmead  
1C Lidget Street  
Lindley  
HUDDERSFIELD  
HD3 3JB

Provider Name  
Address Line 1  
Address Line 2  
Address Line 3  
Address Line 4  
POST CODE

Tel: 01484 222019/222058  
Fax: 01484 222070

Client 123456

Client Mrs Resident

Agreement ID	Service	Weekly Rate	Payments	Gross Cost	Contribution to Home	Net Payable	Reason
Insert ref	PLACEMENT FULL TIME		Insert date				Basic Payment
<b>Totals for i.e. Mrs A N RESIDENT:</b>				_____	_____	_____	
<b>Totals for Provider:</b>				_____	_____	_____	

CONFIDENTIAL

Data in this report is covered by the Data Protection Act

Date: (Insert)

Payments to PROVIDER & date

**Adjustments**

**Declaration**

I certify that the details above are an accurate record of the services that I have provided to the service users listed and that I have notified Kirklees Council of any variations to Service. I declare that variations to service have been agreed by the purchasing team responsible for the Service User and declared on the appropriate variation form. I certify that I have checked the payment details for each Service User and where I have identified a difference in my records I have written these details in the section headed 'Adjustments' above. I accept that my proposed adjustment will be reviewed by Kirklees Council and where appropriate revised for alteration in the next period.

I accept that failure to return this form within 5 working days will prevent Kirklees Council from making an authorised payment in the next accounting period and may lead to the payment being withheld.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Any variations not listed above will be reflected in the next period's care summary.

CONFIDENTIAL      Data in this report is covered by the Data Protection Act



## 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.
- (6) This paragraph does not apply to any part of the report or recommendation which relates to Excluded Services.



## **Appendix 7 Hospital Admissions/Discharges Good Practice Guidance – Adults Over 18**

### **1. Introduction**

This guidance has been produced collaboratively between representatives from several care homes in Kirklees, Kirklees Council Well-being and Communities and Calderdale and Huddersfield and Mid-Yorkshire NHS Trusts, amended by Kirklees Council for Service Users contracted for by Kirklees Council.

It is intended to provide a guide to the best practice to be followed when a Service User is:

- initially admitted to full-time care from hospital
- admitted to, or discharged from, hospital to a care home.

The aim of this document is to support the work of all those involved in admissions and discharges to ensure a safe and timely transition for all Service Users.

### **2. Hospital to Care Home (initial admission)**

2.1. For the purposes of this paper it is assumed that a complex, multi-disciplinary assessment has been completed, presented to Adult Social Care Management Resource Group (Placements) and agreed. A financial assessment will also have been completed.

Also, in all cases, prior to discharge from hospital to a care home, the Continuing Care check list will have been completed by ward staff. Service Users coming above the threshold will then receive a full Multi-Disciplinary Assessment which will determine eligibility for fully funded health care.

2.2 With support and guidance from the assessor, the Service Users' family / carers / advocate / IMCA will have identified a home(s) to meet the needs of the Service User.

2.3 The assessor will then fax the Community Care Assessment, Statement of Needs and Support Plan to the care home.

2.4 A representative of the care home will visit the Service User in hospital, within a maximum of 48 hours, to determine if the care home can meet the identified needs.

2.5 During this visit to the ward, the representative will discuss any pertinent issues with staff on the ward. Any specific equipment needs will be highlighted and discussed.

2.6 The care home representative will inform the assessor, ward staff and family / carer / advocate / IMCA of the decision to offer a placement immediately. If a placement is not to be offered the reasons will be explained.

2.7 Discharge planning then takes place, involving the assessor, receiving care home, ward staff and family/ carer / advocate / IMCA;

- specialist equipment is ordered by the appropriate person
- discharge medication (14 days supply) is ordered
- discharge/admission date and intended discharge time are agreed
- transport is arranged

- 2.8 On the day of discharge:
- the care home is notified of am or pm discharge
  - Ward/Discharge Lounge staff telephone the care home as the Service User leaves
  - the Service User leaves with full information and supplies (discharge summary, transfer letter and any necessary medication).

**3. Care Home to Hospital and return to Care Home**

- 3.1. This section covers Service Users already resident in a care home who are admitted to and discharged from hospital.
- 3.2. The Service User must be accompanied to hospital by an escort with knowledge of them and their circumstances.
- 3.3. The care home staff must complete a Transfer Form (generally available within each Home) which goes with the Service User. This should note the 'state' of the Service User i.e. what has happened, the usual state of the Service User and what has changed. It should also clearly state the status of the Service User i.e. Residential or Nursing.
- 3.4. Escort, Yorkshire Ambulance Service, Accident & Emergency and Medical Assessment Unit staff should all be aware of the Transfer Form and the information it contains.
- 3.5. Dependent upon the specific circumstances, the Service User will be admitted to a ward. It is expected that Ward and care home staff will share appropriate information to enable the best possible care for the Service User; these exchanges will usually take place between the Sister/Charge Nurse and a senior person from the care home.
- 3.6. Ward staff will refer to the Hospital Social Work Team any Service Users living in a care home for whom Kirklees Council contract that service, or those whose needs have changed and may require support from Kirklees Council.
- 3.7. Discharge planning will commence at admission or very soon after admission, and will involve discussions between care home representatives, Ward and Kirklees Council staff, the Service User and any involved family/carers/advocate/IMCA.
- 3.8. If there is a significant change in the Service User's needs it may be necessary to complete a new Community Care Assessment. This will follow the same process as 2.4, 2.5 and 2.6.
- 3.9. Once assessments and care plans are up to date discharge can be arranged. This will follow the same process as 2.7 and 2.8.

Last amended: March 2015

## **Appendix 8 Net Placement Recovery Procedures for Residential and Nursing Home Service User Contributions**

### **Introduction**

The following are recovery procedures which the Council requires the Service Provider to follow in connection with the collection of outstanding Service User Contribution for the Service.

These recovery procedures apply to all placements made on a net recovery basis.

Please note the Council will only reimburse the Service Provider for unpaid Service User Contributions if there is evidence that the Service Provider has fully complied with these procedural requirements.

### **A Contact Point and Assessment Details**

The Service Provider will provide Client Financial Affairs with contact details of a Representative for the Service User.

The Council will contact the Representative to explain the Net Placement Agreement and the implications of non-payment of the Service User Contribution towards the Personal Care Fee.

The Service User or Representative should have completed all relevant documentation relating to the assessment and payment of the Service User Contribution - if this has not been completed Client Financial Affairs will contact the Representative to arrange completion.

Client Financial Affairs will then ensure the Service User, Representative and Service Provider are notified of the amount of Service User Contribution towards the cost of the Personal Care Fee.

**Please contact the following if you have any queries related to the following:**

#### **Assessments/Contributions**

Tel: 01484 222056 / 01484 416795

#### **Income**

Tel: 01484 222056 / 01484 416795

#### **All written correspondence to:**

Social Care and Well-being for Adults, Client Financial Affairs, Civic Centre 1, Ground Floor North, High Street, Huddersfield, HD1 2PQ

### **B Accounts and Reference Numbers**

The Service Provider must ensure each Service User is allocated a unique reference number - all Representatives dealing with the Service User's finances must be allocated the same unique reference number.

Each Service User must have their own account with the Service Provider to facilitate individual action in the case of non-payment of the Service User Contribution towards the Personal Care Fees.

### **C Files and Record Sheets**

Each Service User must have a personal file - manual and/or electronic. This file must include the following details:

- first name and surname of the Service User – plus any other name they are known by
- previous home address (including post code)
- date of birth
- National Insurance Number
- full name, address and contact details (including work contact details) of all Representatives

The Service Provider shall ensure that each Service User file has a record sheet to record all correspondence, discussions, decisions, arrangements or discrepancies in connection with invoicing and recovery of the Service User Contribution.

The Service Provider must ensure they keep copies of all correspondence and invoices issued to or received from the Service User and/or their Representative.

The Service Provider will make the Service User's file available to the Council upon request.

### **D Liable Person**

The liable person is the person receiving benefits on behalf of the Service User – this may not necessarily be the Service User.

If a Representative is receiving benefits on behalf of the Service User the invoice must be issued by the Service Provider in the name of the Representative and not in the name of the Service User.

If a Representative is cashing the Service User's benefits on their behalf the invoice must be addressed to the Representative and reference made to the Service User in the invoice details.

### **E Recovery Procedures**

The Service Provider has a responsibility to recover any unpaid Service User Contribution(s) from the Service User or Representative prior to requesting payment from the Council.

All contact and correspondence details must be recorded in the Service User's file.

The Service Provider will issue reminders, contact Representatives and offer payment arrangements to resolve any outstanding Service User Contributions prior to contacting the Council



**The Service Provider must do the following:**

1. Raise an invoice for the relevant Service User Contribution to the Representative(s) requesting payment within 7 days.
2. If payment or suitable payment arrangements have not been made after 14 days – a reminder must be issued to the Representative requesting full payment be made within a further 7 days.  
  
*NB: It is recommended that the Service Provider should accept a suitable payment arrangement for an outstanding debt if offered by the Representative.*
3. If no payment nor contact is received from the Representative 7 days after issue of the reminder the Service Provider will contact the Representative to discuss the outstanding debt and payment options.
4. If no payment nor payment agreement is received from the Representative 28 days after the issue of the first reminder a further reminder must now be issued. This reminder must not threaten legal action but will advise that the debt will be referred to Kirklees Council for possible legal action.
5. If after following these recovery procedures payment from the Service User or Representative is still not forthcoming after a period of 8 weeks from the date of the invoice the Service Provider will contact Client Financial Affairs to request recovery of the debt by the Council.
6. The Service Provider must ensure that all avenues of collection have been exhausted prior to relinquishing the debt to the Council.

**F Relinquishing the Debt**

If all recovery procedures as detailed in this document have been exhausted and payment is still withheld the Service Provider may request the Council to take over the debt.

**Unless otherwise agreed in writing with the Council, unpaid invoices must be referred to Client Financial Affairs no later than 8 weeks from the date of the invoice or 8 weeks from conclusion of the above recovery process after a failure to pay in accordance with agreed payment arrangements, as appropriate.**

**The Service Provider will:**

1. Contact Client Financial Affairs in writing to advise of the situation.
2. Send an invoice for the outstanding Service User Contribution direct to Client Financial Affairs.

***NB: The invoice must include the Service User's unique reference number and all the invoice numbers that the Service Provider has issued with the relevant billing periods.***

3. Send Client Financial Affairs copies of all the unpaid invoices for the Service User Contribution together with copies of all correspondence relating to the outstanding debt.
4. Ensure all efforts to retrieve the debt have been recorded and sent to Client Financial Affairs.

***NB: The Council will not accept the debt if the Service Provider has failed to provide evidence that it has taken all reasonable steps to retrieve the debt as required in the procedures stated above.***

5. The Service Provider will co-operate with the Council upon request in all issues related to collection of the outstanding debt including but not limited to requirements relating to and attending court action.

NB: If the debt is a one off (i.e. the ongoing Service User Contribution is being paid) then the Placement Agreement will stay as a net placement. If the debt is increasing then the Placement Agreement may be changed to a gross payment arrangement.

**If the Service Provider fails to comply with these recovery procedures the Council has the right to refuse a request by the Service Provider to take over a Service User's outstanding debt.**

**NB: This Procedure also covers the recovery of unpaid Third Party Contributions.**

**Last Amended: March 2015**

## Appendix 9 Bank Account or Building Society Account Details Form



### BANK ACCOUNT OR BUILDING SOCIETY ACCOUNT DETAILS FORM

The following information is required to credit your payment to your bank or building society.  
Incorrect information will delay payment.

**NOTE: DO NOT USE CORRECTING FLUID ON ANY PART OF THIS FORM**

<b>NAME OF HOME</b>	
<b>COMPANY/PERSON TO SEND PAYMENT INFORMATION TO, IF DIFFERENT</b>	
<b>ADDRESS</b>	
Telephone No	
Fax No	
Email Address	

<b>BANK / BUILDING SOCIETY DETAILS</b>	
Name of Bank/Building Society	
Full Address	
Bank Sort Code	-   -
Bank Account No	
Account Name (e.g A B BLOGGS)	
Effective Date	

I hereby request that payments due to the above organisation are paid into the above account.

Signed \_\_\_\_\_ Position \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Position \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>			
CHANGE OF OWNERSHIP	<input type="checkbox"/>	CHANGE OF ACCOUNT ONLY	<input type="checkbox"/>
SOLVENCY/RECEIVERSHIP	<input type="checkbox"/>	NEW HOME SETUP	<input type="checkbox"/>
OTHER	<input type="checkbox"/>		
Signed _____	Date _____		
Verified _____	Date _____		