

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



**(Version 1.0)**

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## 1. Contract Details

<b>Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay)</b>		
Between		
<b>KIRKLEES COUNCIL (“the Council”)</b> Market Development and Sufficiency, Directorate of Health and Care, Contracts and Monitoring, PO Box 1720, Huddersfield, HD1 9EL.		
and		
<b>name of Service Provider</b>		
<b>name of Care Home</b>		
<b>address of Care Home</b>		
<b>Companies House number</b> <small>(if Service Provider is a limited company)</small>		
<b>Contract Commencement Date</b>		
<b>Signed on behalf of the Council</b>	<b>Signatory 1</b>	<b>Signatory 2</b>
<b>name of Authorised Officer</b>		
<b>duly authorised position</b>		
<b>date signed</b>		
<b>Signed on behalf of the Service Provider</b>	<b>Signatory 1</b>	<b>Signatory 2</b>
<b>name of duly authorised person</b>		
<b>duly authorised position</b>		
<b>date signed</b>		
<p>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 <i>for the Provision of Personal Care Services in a Care Home (Long and Short Stay) (Version 1.0)</i></p> <p>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.</p>		

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

### 2.1. Definitions;

Accounting Period	means each 4 weekly period determined by the Council for which a charge is made by the Service Provider in respect of the Service.
Additional Services	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, for example, hairdressing.
Adult at Risk	means an adult at risk of abuse or neglect. This is usually an adult who has care and support needs, and who is unable to protect themselves from abuse or neglect because of their care and support needs. In a small number of cases, it may include an adult with support needs, such as an unpaid carer of someone with care and support needs.
Assessment	means a written assessment 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.
Authorised Officer	means the Council's Service Director for Mental Health, Learning Disability and Provider Services, or any person appointed by the Council to manage the Social Services' activities of the Council, their successors and agents or persons nominated by them for various purposes in connection with the Contract.
Business Continuity Management (BCM)	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.
Business Continuity Plan	means a plan referred to in Clause 39 (Business Continuity), 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.
Care Home	means the establishment referred to in this Contract where the Service Provider provides the Services. All references to Care Homes and Care Home(s) in this Contract shall be interpreted as having this meaning.
Carer	means anyone who provides unpaid care to an adult or adults aged 18 or over because of physical or mental ill health; sensory impairment; substance misuse; a long-term condition; learning disability; or illness/problems usually associated with getting older for example frailty or dementia.

Client Financial Affairs or CFA	means the department of the Council dealing with the financial aspects of the Contract on behalf of the Council.
Commercially Sensitive Information	means the meaning ascribed to it in the Freedom of Information Act.
Confidential Information	means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by a Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including Commercially Sensitive Information, information which related to the business, affairs, properties, assets, trading secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data within the meaning of the Data Protection Act 2018.
Contract	means is the agreement between the Parties comprising of this document, Part A and Part B of the Council's Terms and Conditions of Contract for the Provision of Personal Care Services within a Care Home (Long and Short Stay), the Outcome Based Specification, Placement Agreement(s), the CQC Guidance for Providers, each Support Plan as agreed with the Team Manager, Council Remittance/Payment Schedule: Payments to Provider, Interaction with Local Healthwatch Organisations, Net Placement Recovery Procedures for Residential and Nursing Care Home Service User Contributions and all other documents referred to in the documents comprising the Contract.
Contract Monitoring	means the monitoring and quality assurance procedures developed and implemented by the Council.
Contract Term	means the period that this Contract shall be in force as set out in Clause 3.
Council	means Kirklees Council.
CQC	means the Care Quality Commission or such other Government department or other body as may replace the same.
CQC Guidance for Providers	means the standards produced by the CQC under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 as may be revised from time to time.
Daily Record	means the written record by Staff pertaining to care and support given each day for each Service User.
Data	shall have the same meaning as given to the term under the DPL.
Data Controller	shall have the same meaning as given to the term under the DPL.

Data Processor	shall have the same meaning as given to the term under the DPL.
Data Security and Protection Toolkit	means the online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards.
DPL	means all laws applying to data privacy in England, including the Data Protection Act 2018 as supplemented by the General Data Protection Regulation (the "GDPR") and other legislation, and any related guidance and codes of practice issued by the Information Commissioner.
En-suite	means as a minimum a hand basin and toilet contained in a separate room at the Care 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.
First Party Top Up	means the sum set out in the Placement Agreement 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 Service User in accordance with Clause 8 (Terms of Payment).
Good Industry Practice	means that degree of skill, care, prudence, foresight, diligence and operating practice which would commonly be expected from a skilled and highly experienced service provider engaged in the same type of undertaking as that of the Service Provider seeking in good faith to comply with its contractual obligations hereunder.
Integrated Care Systems (ICS)	means the partnerships of organisations that come together to plan and deliver joined up health and care services, and to improve the lives of people who live and work in their area.
Long Stay Placement	means a Placement which is expressed in the Placement Agreement as being for an indefinite period and the Care Home is to become the Service Users main residence.
Manager	means the individual registered as the Manager of the Care Home as defined under the Health and Social Care Act 2008.
Net Placement Recovery Procedures for Residential and Nursing Care Home Service User Contributions	means procedures which must be followed by the Service Provider in seeking to recover the Service User Contribution, Third Party Contribution and \ or the First Party Top Up before seeking payment from the Council, as updated from time to time by the Council, the current version of which is attached at Appendix 6.

NHS	means the National Health Service Body with the statutory duty to deliver Nursing Care to those Service Users identified as requiring nursing or healthcare, 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.
NICE	means the National Institute of Clinical Excellence.
Nursing Care	means the direct or indirect care provided to the Service User by a Registered Nurse as defined in the Support Plan within a Care Home setting registered to provide Nursing Care (as defined in paragraph 270 to 275 of the care update <u>July 2022</u> ).
Nursing Care Fee or Joint Funded Care Fee	means the funded 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.
Party	means either the Council or the Service Provider and “Parties” means both the Council and the Service Provider.
Person Led Assessment	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.
Personal Care Fee	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 Placement Agreement.
Personal Data	shall have the same meaning as given to the term under the DPL.
Placement	means the referral by the Council of an individual Service User to become a resident of the Care Home and the acceptance of such referral by the Service Provider in accordance with the terms of this Contract.
Placement Agreement	means the agreement between the Parties in the form of the document set out in the Placement Agreement (or in any other

	form as notified to the Service Provider by the Council from time to time) in respect of each Placement.
Process	shall have the same meaning as given to the term under the DPL.
Processing	shall have the same meaning as given to the term under the DPL.
Public Holiday	means New Year's Day, Good Friday, Easter Monday, May Day Holiday, Spring Bank Monday, August Bank Holiday Monday, Christmas Day, Boxing Day and any other day defined in statute or by royal proclamation as a public holiday in England.
Quality Performance and Improvement Plan (QPIP)	means the plan developed by the Service Provider which identifies and reviews the areas required for improvement.
Records	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.
Registrations	means registration with the Information Commissioner (as defined in the Data Protection Act 2018) 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.
Representative	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.
Request for Information	shall have the meaning set out in the Freedom of Information Act and/or the Environmental Information Regulations, as appropriate.
Safeguarding	means the definition indicated in the Joint Multi-Agency Safeguarding Adults Policy and Procedures issued from time to time by the Council.
Service or Services	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.
Service Provider	the Party who has contracted with the Council and where applicable the NHS to provide the Service.
Service User	means a person who has been assessed by the Council as requiring the Service and referred to and accepted by the Service Provider.
Service User Contribution	means the financial contribution, notified to the Service User in writing by the Council (as revised from time to time) as detailed in the Placement Agreement, which the Service User has agreed to make towards the Personal Care Fee after an assessment by the Council.
Short Stay Placement	means a Placement which is expressed as such in the Placement Agreement and the Care 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.
Specification	means the details of the Service to be provided for Service Users as set out in the individual Service User's Support Plan, CQC Guidance for Providers and the Outcome Based Specification, as may be amended from time to time by the Council in accordance with the Contract.
Staff	means 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.
Support Plan	means the personalised care and support plan made in conjunction with the Service User and or their Representative(s), 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.
Team Manager	means the Council Officer authorised to specify requirements for and amendments to the Service on behalf of the Council and the Service User.

Third Party	means the party(ies) whose details appear in the Placement Agreement who has agreed to pay the Third Party Contribution.
Third Party Contribution	means the sum set out in the Placement Agreement 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 Clause 8.
TUPE	shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
Universal Principles of Advance Care Planning	means the six high-level principles for a personalised approach to advance care planning as detailed in the 'Universal Principles for Advance Care Planning (ACP)'.
Vulnerable Adult or Adult at Risk	means the same as the definition as Adult at Risk.
Working Day	means any day other than a Public Holiday.

- 2.2. The headings in this Contract are for convenience only and shall not affect its interpretation.
- 2.3. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Any reference in this Contract to a person includes a firm, company, corporation, partnership, trust, authority and other body whether incorporated or unincorporated.
- 2.4. References to Clauses, Schedules and Appendices are, unless otherwise provided, references to clauses, schedules and appendices to the Contract.
- 2.5. 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:
- 2.5.1 these Terms and Conditions;
  - 2.5.2 the Placement Agreement;
  - 2.5.3 all other documents forming the Contract.

- 2.6. The expressions “Council”, “Service Provider” and “NHS” include their respective successors, personal representatives and permitted sub-contractors and assigns.
- 2.7. 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.

### **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 2027.
- 3.2. At the sole discretion of the Council, the Contract Term may be extended for up to a further period, or for successive periods of up to six years by serving not less than 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 Care 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.
- 3.5. All Placements shall commence on the date the Service User takes up residence at the Care Home.

### **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 Placement Agreement 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 Care Home at all during the Contract Term.

## 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 respond to a potential Placement referral as soon as possible and in any event no later than the end of the next day.
- 5.3. The Service Provider shall, subject to Clause 3.5 (Duration of Contract and Placement Agreements), accept the Placement and be obliged to comply in all respects with each Placement Agreement upon signature by all parties of the Placement Agreement, or upon issue by the Authorised Officer to the Service Provider of the Placement Agreement pending such signature.
- 5.4. The Service Provider shall provide the Service to Service Users and meet the needs of Service Users in accordance with:
  - 5.4.1 the Outcome Based Specification;
  - 5.4.2 each Support Plan; and
  - 5.4.3 other provisions of the Contract
- 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 the Government or relevant governmental agency relating to the Services, and to the required standards of Good Industry Practice. This includes but is not limited to the CQC Guidance for Providers 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 Authorised Officer 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 physical health and/ or mental support needs increase or decrease, the Service Provider shall without delay notify the Authorised Officer for re-assessment of the Service User's needs and provide details supporting the request including consultation with the appropriate professionals. 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 details of and rationale for any temporary changes to Services must be recorded within the Service User's Support Plan and shared with the Authorised Officer without delay. 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. A review of the Service User's physical and/ or mental health support 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.

- 5.8. 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.
- 5.9. 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. The Service Provider shall ensure that Staff have an awareness and understanding of the policies and procedures required for the provision of the Service and shall produce the policies and procedures upon request by the Authorised Officer.
- 5.10. Following the allocation of the Service User to the allotted room within the Care Home, the Service Provider will not move the Service User to any other accommodation within the Care Home or any other Care Home, without the prior consent of the Service User and the Authorised Officer, 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 Personal Care Fee for any Service User who is moved on a temporary basis. Any requests for the consent of the Authorised Officer\Team Manager to the relocation of the Service User must be made on the Service User Room Relocation Request Form.
- 5.11. 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.
- 5.12. The Service Provider shall carry out Service User experience surveys and any other surveys reasonably requested by the Council in relation to the Service. All Service User experience surveys must be made available by the Service Provider to Service Users in formats appropriate for their needs. 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:
  - 5.13.1 relating to the changes in owner or the Manager of the Care Home;
  - 5.13.2 if the Service Provider intends to sell the Care Home;
  - 5.13.3 if the Service Provider is considering closing the Care Home for any reason
- 5.14. 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.

- 5.15. The Service Provider must also notify the Council of any incidents that occur in the Care 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.
- 5.16. The Service Provider will ensure that Service Users and/or their Representative as appropriate are informed of any reports or notices issued by the CQC relating to the Care Home.
- 5.17. The Service Provider must be registered with and routinely update the Capacity Tracker or equivalent systems as required by the Department of Health and Social Care or more frequently if directed by the Council.
- 5.18. The Service Provider must be registered with and actively use the Contract Management \ Quality Assurance system(s) adopted by the Council.
- 5.19. Where the Service User's finances are administrated by the Council, any personal monies forwarded to the Care 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.

## 6. Equipment

- 6.1. The Service Provider must ensure that appropriate equipment is provided for the Service User in response to an assessment of need. Where appropriate to meet infection control requirements Service Users will have their own identifiable dedicated equipment to meet their needs.
- 6.2. *The Kirklees Integrated Community Equipment Service (KICES) Equipment Provision into Provider Care Home* clarifies the relative responsibilities for the provision of equipment between the Council, the local Integrated Care System, and all Care Homes (both residential and Care Homes with nursing) in Kirklees.
- 6.3. Where the Service Provider has equipment on loan from KICES the Service Provider must contact KICES to arrange return of the equipment at the end of the loan period. Equipment provided for an individual Service User must not be transferred for use of another Service User without the agreement of KICES.

## 7. Trial Periods

- 7.1. The first four weeks of any Long Stay Placement shall be regarded as a trial period (the "Trial Period") during which the Parties shall assess the appropriateness of the Placement. The Council may, in agreement with

the Service Provider, extend the Trial Period after consultation with the Service User.

- 7.2. The Placement Agreement in respect of the Long Stay Placement may be terminated by either Party giving 28 days 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 Placement Agreement commencement date or at the initial review meeting following such Trial Period. For the avoidance of doubt, if the Service User moves out before the end of the 28 day notice period payment is only made for each overnight stay during the notice period.
- 7.3. The Service User may terminate the Placement Agreement in respect of the Long Stay Placement during the initial four week Trial Period or during such other Trial Period as may be agreed in writing by the Parties before the Placement Agreement commencement date or at the initial review meeting following such Trial Period by giving seven days' notice.

## 8. Terms of Payment

- 8.1. Where the Service User Contribution and/ or Third Party Contribution and/ or First Party Top Up 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/ First Party Top Up within the timescales specified in the *Net Placement Recovery Procedures for Residential and Nursing Care Home Service User Contributions* ("the Procedure"), the Service Provider may request the Council to pay the overdue Service User Contribution/ Third Party Contribution/ First Party Top Up 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. The Council will pay the outstanding Service User Contribution/ Third Party Contribution/ First Party Top Up 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/ First Party Top Up as the Council determines appropriate.
- 8.2. 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 8 Terms of Payment, pay to the Service Provider the Personal Care Fee and where applicable, the Nursing Care Fee.
- 8.3. Unless otherwise agreed in writing between the Parties no Third Party Contribution shall be charged. If all Parties agree a Third Party Contribution and also agree that it is payable directly to the Service Provider then subject to Clause 8.1, the Service Provider shall seek payment directly from the Third Party of the agreed Third Party Contributions.
  - 8.4. 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.
  - 8.5. 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.
  - 8.6. Should payment by the Third Party Contribution cease for whatever reason, the Council may terminate the Placement Agreement forthwith by notice in writing to the Service Provider.
  - 8.7. 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 Council is deemed to have included in the Personal Care Fee.
  - 8.8. No charge will be made to the Service User or Third Party for the Service other than any Service User Contribution, First Party 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.
  - 8.9. The Service Provider will receive a *Council Remittance/Payment Schedule: Payments to Provider* ('the Remittance') 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 Remittance. If the Service Provider does not agree with the proposed payment stated in the Remittance, details of the disputed amount and any supporting evidence must be returned to Client Financial Affairs with the signed Remittance. Failure to return the Remittance by the appropriate date detailed in the payment schedule issued by Client Financial Affairs will mean the next scheduled Remittance payment may not be paid until the previous Remittance is signed and returned. If the amount on the Remittance is disputed the Service Provider will receive the undisputed amount provided the Remittance is signed and returned. Any over or under payments will be adjusted on the next Remittance following the completion of verification by the Council. 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*. For the avoidance of doubt, payment is made for each overnight stay.

- 8.10. The Council shall endeavour to pay the Service Provider within 30 days of receipt of a valid and undisputed Remittance signed by the Service Provider. All sums due from the Council to the Service Provider which are not paid by the 45th day from receipt of a valid and undisputed Remittance (“the due date”) shall, where claimed, bear simple interest from day to day from the due date until the actual date of payment at an annual rate of 5 per cent less than the rate provided for the Late Payment of Commercial Debts (Rate of Interest) (No 3) 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.
- 8.11. 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.
- 8.12. If a Service User is admitted to hospital the Service Provider shall retain the accommodation in the Home until such time as the Placement Agreement is terminated. The Personal Care Fee shall be paid pursuant to the Placement Agreement unless the Personal Care Fee includes additional Staff support in which case a review of the sums payable will be undertaken by the Council.
- 8.13. If the Service User goes on holiday, the Council shall pay the Personal Care Fee for a maximum of two weeks in any financial year. In respect of the period when the Service User is absent from the Care Home.
- 8.14. Unless otherwise agreed in writing between the Parties, the Council shall pay the Personal Care Fee in respect of the period the Service User is present in the Care Home up to the date of death of the Service User.
- 8.15. 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, assisting to the toilet, moving and handling, eating, drinking, taking medication, communicating, social activities, Staff expenses, labour (including escorts to health related

appointments or treatment where an escort cannot be provided by the Service Users representative), equipment (including equipment to meet the individual needs of each Service User), basic toiletries, food and beverages, 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.

- 8.16. 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.

## **9. Additional Services**

- 9.1. Where the Service Provider wishes to charge Service Users for providing Additional Services, the Service Provider shall provide the Service User and any Representative at the commencement of the Placement with precise details and applicable charges. Any subsequent changes, updates and amendments shall also be clearly communicated to the Service User and any Representative. Details of Additional Services shall be provided to the Authorised Officer upon request.
- 9.2. 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 and or their Representative
- 9.3. The Service Provider shall at all times ensure that charges for Additional Services are reasonable in all the circumstances and must not include any of the costs, expenses and charges as detailed in Clause 8.15 (Terms of Payment).
- 9.4. All Additional Services shall be recorded by the Service Provider and shall be open for inspection by the Authorised Officer.

## **10. Temporary Absence from the Care Home**

- 10.1. The Service Provider must immediately inform the Authorised Officer in the event of unplanned absence of the Service User from the Care 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 Schedule of Admissions, Discharges and Deaths – Independent Sector Care Homes (Appendix 9).
- 10.2. Upon the Service User's return to the Care Home following a period of absence that results in a change in the Service Users needs a review of the Support Plan shall be carried out by the Service Provider to ensure that the Support Plan accurately reflects the needs of the Service User.

- 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 Care Home during any temporary absence without the prior written agreement of the Council and the Service User or their Representative.

## **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. When required by the Authorised Officer the Service Provider 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 governing of the sharing of personally identifiable information referred to in the Data Protection Schedule.
- 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 appropriate Representative acting on behalf of the Service User must be given access to the Support Plan and to all Records relating to the provision of the Service to the Service User.
- 11.4. The Service Provider shall keep and maintain all Records relating to this Contract for the time periods detailed in the Care Quality Commission guidance and this Contract. At the end of the Contract Term or on termination of a Placement Agreement, 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.
- 11.5. The Service Provider shall, if so requested by the Authorised Officer from time to time, provide the Council with its audited annual accounts.
- 11.6. The Service Provider must be registered with the Adult Social Care Workforce Data Set (ASC-WDS). The Adult Social Care Workforce Data Set (ASC-WDS) organisation record must be updated with organisational data on an annual basis. The Service Provider must complete at least on an annual basis individual Adult Social Care Workforce Data Set (ASC-WDS) worker Records for a minimum of 90% of its total workforce (this includes any Staff who are not care-providing).

## **12. Quality Assurance and Monitoring the Service**

- 12.1. The Council will exercise its rights under Clause 11 (Records and Accounts) and this Clause 12 (Quality Assurance and Monitoring the Service) 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 a secure email system which is accessible at each Care Home at all times and is administered in accordance with Clause 31 (Data Protection).
- 12.3. If instructed to do so the Service Provider will undertake self-assessment quality monitoring activity and self-report using the reporting system specified by the Council.
- 12.4. The Service Provider shall at all times co-operate with the Council's monitoring, quality assurance and evaluation processes. This includes attendance at quality performance meetings, some of which may be multi-agency meetings and providing a Quality Performance and Improvement Plan. The Service Provider will allow the Council access to the Care Home at all times, whether announced or unannounced.
- 12.5. The Service Provider will allow the Council access to Support Plans and associated documentation to support assessments and reviews.
- 12.6. The Service Provider will ensure that an appropriately skilled member of Staff is available to support the assessment and review process.

### **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, representative 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:
  - 13.1.1 the names of the person making the complaint;
  - 13.1.2 the date of receipt of the complaint;
  - 13.1.3 the nature of the complaint;
  - 13.1.4 the nature of any action or investigation carried out;
  - 13.1.5 the outcome of such investigation and any remedial action which may have been taken;
  - 13.1.6 the reasons for not taking any action at all (if applicable).
- 13.2. The Service Provider shall make provision in relation to the following matters, which it shall make all Service Users, Carers, Representative and Staff aware of:
  - 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;
  - 13.2.2 target time limits for processing complaints and reporting progress to complainants;
  - 13.2.3 the complainant's right to seek advocacy and how the Service Provider would assist them in this process; and
  - 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.

- 13.3. The Service Provider must also make available to *Service Users the Complaints, Comments and Compliments Procedures of the Council* as referenced in Appendix 1 *Document Reference Table*.

## 14. Staffing

- 14.1. The Service Provider shall ensure that every person it employs concerning the provision of the Service is at all times careful, skilled, honest and sufficiently qualified, experienced, instructed and supervised with regard to the 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:
- 14.1.1 protect the rights and promote the interests of Service Users and Carers;
  - 14.1.2 promote the independence of Service Users while protecting them as far as possible from danger or harm;
  - 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;
  - 14.1.4 uphold public trust and confidence in social and health care services;
  - 14.1.5 be accountable for the quality of their work and take responsibility for maintaining and improving their knowledge and skills.
- 14.2. Without prejudice to the other provisions of this Clause 14 (Staffing) 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 Users when recruiting and selecting or appointing Staff in relation to the provision of the Service.
- 14.3. 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.
- 14.3.1 The Service Provider shall:
- 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 before engaging them as Staff;
  - 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 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.
- 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 Service 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 (Staffing) 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 they would not be suitable to work with, Vulnerable Adults or who may otherwise present a risk to Service Users.
- 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 14.7.

- 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.
- 14.4. 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.
- 14.5. 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:
- Response 1: ‘registered body must wait for the DBS certificate’
- Response 2: ‘no match exists for this person on the current adults barred list’.
- 14.6. 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) only:
- 14.6.1 in accordance with the CQC Guidance for Providers;
- 14.6.2 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;
- 14.6.3 if a DBS Adult First Check is obtained and the response from the DBS regarding the DBS Adult First Check is Response 2.
- 14.7. The Council may require, by notice in writing (but not unreasonably or vexatiously) the removal of Staff from the provision of the Service, or Staff not to be engaged to perform the Service if the Authorised Officer considers that the conduct, or ability of such Staff is not of a sufficient standard, or considers that any Staff are otherwise unsuitable for the proper provision of the Service (the “Staff Notice”). The Service Provider shall forthwith remove from duties relating to the Service the Staff specified in the Staff Notice which the Authorised Officer identifies as unsuitable and (unless the person concerned is supernumerary) shall promptly provide a replacement. For the avoidance of doubt, this Clause does not require Staff to be dismissed from the Service Provider’s employment or the employment of its agent or subcontractor. The Council shall in no circumstances be liable either to the Service Provider or any person in respect of the exercise of the Council’s rights pursuant to this Clause and the Service Provider shall fully indemnify the Council in respect of any claim made by such person.
- 14.8. 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 Common Induction Standards for Social Care (Adults, England) and the Common Induction Standards for Health Care (Adults, England), or from the 1 April 2015 the Care Certificate, published from time to time by Skills for Care see reference in Appendix 1 *Document Reference Table*.

- 14.9. The Service Provider shall obtain two satisfactory written references prior to the employment of a member of Staff. Where the Staff member was previously employed, one of the references obtained 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.
- 14.10. 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.
- 14.11. For the avoidance of doubt, this Clause 14 (Staffing) 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.

## **15. Safeguarding Adults at Risk**

- 15.1. The Service Provider is required to comply with and abide by the *Joint Multi -Agency Safeguarding Adults Policy & Procedures*. 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 *Joint Multi-Agency Safeguarding Adults Policy and Procedures* 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 protection plan which may be agreed and notified to the Service Provider.
- 15.4. The Service Provider shall ensure that all Staff are aware of Safeguarding issues and the steps they must take in response to any concerns, suspicions or allegations of harm from abuse or neglect made to them or any observations they make about the abuse of Adults at Risk. In fulfilling its responsibilities under this Clause 15 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) to 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. 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:
- 15.7.1 fraud;
  - 15.7.2 theft;
  - 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;
  - 15.7.4 inducement of a Council officer to act contrary to the obligations of the Council officer;
  - 15.7.5 conspiracy with a Council officer to defraud or disadvantage a Service User or Carer, the Council or any other public body;
- except that a report made in good faith by or on behalf of the Service Provider to the Council's Chief Executive or the Director of Finance, an Elected Member of the Council, the Audit Commission or *Protect* 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.
- 15.8. Throughout a safeguarding investigation, the Service Provider will be required to fully co-operate with the safeguarding investigation processes in line with the *Joint Multi-Agency Safeguarding Adults Policy and Procedures*.
- 15.9. On completion of all safeguarding investigations, if it is subsequently determined under the *Joint Multi-Agency Safeguarding Adults Policy and Procedure* that the allegation of abuse has occurred 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:-
- 15.9.1 require the Service Provider to immediately cease to use the services of that member of Staff; or
  - 15.9.2 terminate the Placement Agreement(s) relating to the substantiated abuse immediately and recover any losses resulting from the termination.
- 15.10. 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 15.8 (Safeguarding Adults at Risk).
- 15.11. The Service Provider agrees and undertakes that it shall not and shall ensure that its Staff and or agents do not:

- 15.11.1 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;
  - 15.11.2 accept any gifts from a Service User or their Representative that do not comply with the Service Provider's gift policy;
  - 15.11.3 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;
  - 15.11.4 use of retail loyalty cards and special offers owned by or due to the Service User for their own benefit; or
  - 15.11.5 act as witness to any legal documents relating to the Service User, including but not limited to the will of a Service User.
- 15.12. The Service Provider shall at all times allow the Authorised Officer(s) access to the Care 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.
- 15.13. 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.

## **16. Variation of Contract**

- 16.1. After consultation with the Service Provider, 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:
- 16.1.1 the Services;
  - 16.1.2 the Support Plan;
  - 16.1.3 format of template Placement Agreement.
- 16.2. 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 Placement Agreement.

- 16.3. 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 Placement Agreement.

## 17. Liability and Insurance

- 17.1. The Service Provider shall fully indemnify the Council, its employees and agents against any and all injury, loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of or in the course of or by reason of the Service Provider's obligations under the Contract (including without limitation, in relation to breach of data protection law), except to the extent such loss, injury, damage or liability is attributable to any negligence on the part of the Council.
- 17.2. Without prejudice to the Service Provider's liability to indemnify the Council under Clause 17.1( Liability and Insurance), the Service Provider shall maintain throughout the Contract Term Employers' Liability and Public Liability insurances in the sum of at least £10,000,000 per occurrence or series of occurrences arising out of one event and insurance for professional liability or malpractice \ treatment risk for a minimum of £5,000,000 for all claims in any one year.
- 17.3. The Service Provider's Public Liability Insurance should also include:
- 17.3.1 The provision of emergency & first aid medical services along with the administration of drugs, medicines or procedures pre-prescribed by a qualified medical practitioner.
- 17.3.2 Any other medical related or treatment risk included in the Service Specification.
- 17.4. Where the Service Provider provides Services which include transporting Service Users, the Service Provider shall ensure that its 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.
- 17.5. The Service Provider shall take all necessary steps to ensure that all motor vehicles used in the provision of the Service under this Contract are insured with a minimum of Third Party cover with unlimited indemnity for Third Party personal injury and £5,000,000 for Third Party property damage in respect for each and every claim, act or occurrence or series of claims
- 17.6. 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.

- 17.7. 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.
- 17.8. The Service Provider shall make known clearly to the Council, the Service User, Carers and Representative of the Service User its policy and practice for the safeguarding and insurance of the Service User's possessions and valuables an inventory of which must be agreed with the Service User on commencement of the Placement.
- 17.9. The Service Provider shall upon request promptly provide the Council with satisfactory evidence of compliance with the requirements of this Clause 17 (Liability and Insurance).
- 17.10. 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.

## **18. Termination of Contract**

- 18.1. Either Party may terminate this Contract upon twelve weeks' notice in writing by that Party to the other. During this notice period the Service Provider will continue to work with the Council to ensure the safe transition of Service Users to another Service Provider.
- 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. The Council may also terminate this Contract forthwith by giving written notice to the Service Provider in any of the following situations:
  - 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);
  - 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;
  - 18.3.3 if the Service Provider is guilty of any serious misconduct which the Council reasonably considers to be prejudicial to the Council's interests;
  - 18.3.4 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;
- 18.3.5 if the Service Provider is convicted of any offence arising out of the performance of the Service, or related to the operation of the Care Home;
- 18.3.6 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;
- 18.3.7 if the Service Provider undergoes a change of control, where the change of control impacts or may reasonably be expected to impact adversely and materially on the performance of the Contract, provided that the Council has not already agreed to the change of control in writing and the Council's right to terminate the Contract under this Clause 18.3.7 is exercised within 6 months of the change of control. References in this Clause 18.3.7 to a change of control are to be understood within the meaning of Section 416 of the Income and Corporation Taxes Act 1988;
- 18.3.8 in any circumstances set out in any other provisions of the Contract which are expressly stated to entitle the Council to terminate the Contract.
- 18.3.9 In any circumstances set out in any other provisions of this Contract which are expressly stated to entitle the Council to terminate the Contract including without limitation, in the event of termination, revocation, refusal or suspension of any Registrations or variation in or attachment of conditions to Registrations as referred to in Clause 30 (Registration Requirements);
- 18.3.10 In the event that any breach of this Contract by the Service Provider which is capable of remedy is not remedied within the period reasonably specified by the Council;
- 18.4. If this Contract is terminated by the Council under the provisions of Clauses 18.2 or 18.3 (Termination of Contract), 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 in accordance with the provisions of the Contract on behalf of the Council by the Authorised Officer or their authorised Representative.
- 18.6. At the date of termination of this Contract in accordance with Clauses 18.2 and 18.3 (Termination of Contract), 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 Placement Agreement(s) which shall continue in force unless and

until a notice terminating the same has been served in accordance Clause 19 (Termination of Long Stay Placements).

- 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.

## **19. Termination of Long Stay Placements**

- 19.1. Either Party may terminate a Placement Agreement upon four weeks' notice in writing by that Party to the other. In the event of a notice to terminate a Placement Agreement the Service Provider must prior to the notice provide in writing to the Authorised Officer written evidence of the actions undertaken by the Service Provider and actions undertaken by the Service Provider in conjunction with the Council to overcome the challenges presented by the Long Stay Placement.
- 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 (Termination of Contract).
- 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 Care 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 Care 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 (Termination of Long Stay Placements), the relevant element of the Personal Care Fee and Nursing Care Fee (if applicable) 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 overpayment to the Council.

## **20. Death of a Service User**

- 20.1. 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:
  - 20.1.1 inform the Service User's next of kin and/or Representative;
  - 20.1.2 inform the Council's Client Financial Affairs team of the death of the Service User;
  - 20.1.3 provide safe storage at its own expense for these items for a period of seven days. During this time the Service Provider must inform the Representative that the Service User's belongings can be collected.

## **21. Suspension of Placements and Withdrawal of the Service User from the Care Home**

- 21.1. The Council may decide to suspend Placements at the Care 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 Care 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 Care Home.
- 21.3. The decision to recommence Placements at the Care 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 if requested 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 Care Home will only resume when the Authorised Officer is satisfied that the quality of the Service 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 Care 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 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 Placement Agreement, of the Personal Care Fee and if applicable 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.

- 21.6. Where Placements have been suspended under the Contract, the Council will not re-commence making Placements to the Service Provider until a Contract Monitoring visit 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.

## **22. Procedure in Case of Disputes**

- 22.1. If any dispute, issue or difference arises between the Parties relating to this Contract, the Parties shall make genuine efforts to resolve the dispute by negotiation to the reasonable satisfaction of all Parties. All such consultations shall be carried out with regard to the urgency and seriousness of the matters raised.
- 22.2. No Parties shall agree any action with other Parties which may prevent other Parties from performing their own obligations.
- 22.3. The referral of any dispute and the outcomes of the dispute will be recorded in writing.
- 22.4. If any dispute or difference shall arise between the Parties 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 fourteen days either Party can approach the President of the Institute of Arbitrators with the request that they 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.
- 22.5. Each Party shall continue to perform their respective obligations under the Contract notwithstanding this dispute resolution process. Nothing in this Clause limits the right of the parties to bring any action or other legal proceedings against the other in respect of any such dispute.

## **23. Assignment**

- 23.1. 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.



- 23.2. Where permission to sub-contract is granted by the Council, the Service Provider will make the Terms and Conditions of this Contract known to the sub-contractor and will contract with the sub-contractor on terms which are substantially the same as these Terms and Conditions. The Service Provider will be liable for the acts and omissions of its sub-contractor's as if they were the Service Provider's own acts and omissions.
- 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.

## **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. Clause 24.1 shall not apply to:
- 24.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of its obligations under the Contract;
  - 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;
  - 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 35 (Freedom of Information);
  - 24.2.4 any disclosure of information by the Council in relation to this Contract which is required by the Environmental Information Regulations 2004;
  - 24.2.5 any disclosure of information by the Council to any other department, office or agency of the Government;
  - 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.
- 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 they consider necessary.

- 24.4. The Service Provider will note and facilitate the Council'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 (Confidentiality).
- 24.8. The Service Provider shall take adequate steps to ensure that all Staff have a clear understanding of the need for confidentiality are subject to a clear contractual duty to keep the relevant information confidential.
- 24.9. The Service Provider will take appropriate action under its disciplinary procedures and contracts with staff 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.

## **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 and review of the health and safety Risk Assessments which the Service Provider will be required to undertake, as a minimum, 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.

## **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.

## **27. Equality and Diversity**

- 27.1. The Service Provider shall:
- 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;
- 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;
- 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.
- 27.2. The Service Provider will ensure that Staff are sufficiently knowledgeable, experienced and trained to meet the diverse needs of the Service Users to whom 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.

## **28. Mental Capacity Act and Deprivation of Liberty Safeguards**

*Kirklees Council Contract for the Provision of Personal Care Services in a Care Home (Long and Short Stay) (Version 1.0)*

- 28.1. 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.
- 28.2. The Service Provider shall at no point deprive a Service User of their 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 Section 4A, 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.
- 28.3. The Service Provider shall in its role as Managing Authority make application(s) for Standard Authorisation to the Supervisory Body for the Administrative Area.
- 28.4. The terms Managing Authority, Supervisory Body and Standard Authorisation within this Clause 28 (Mental Capacity Act and Deprivation of Liberty Safeguards) are as defined in the Mental Capacity Act 2005 and the Codes of Practices related to it.

## **29. Human Rights Act**

- 29.1. 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.

## **30. Registration Requirements**

- 30.1. The Service Provider must obtain and maintain all Registrations throughout the duration of the Contract.
- 30.2. 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.
- 30.3. 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.
- 30.4. The Service Provider shall promptly provide the Authorised Officer with a copy of any and all written or electronic documentation issued by and correspondence sent between the Service Provider and any body responsible for the Service Provider's Registrations issued during the Contract Period.

## 31. Data Protection

- 31.1. If the Service Provider processes any Personal Data which is given to it by the Council in furtherance of the Services, without prejudice to any other terms and conditions elsewhere within this Contract, the Service Provider shall (and shall procure that any of its employees, workers, agents, representative and/or subcontractors involved in the provision of the Services shall) comply with the DPL, the Data Protection Schedule and Good Industry Practice. Attention is drawn to Clause 11 (Records and Accounts) and Clause 12 (Quality Assurance and Monitoring the Service) of the Contract Terms and Conditions.

To use “Good Industry Practice” in relation to Personal Data is to include following all relevant guidance issued by the UK Information Commissioner’s Office (or any successor body) and, without limitation, to secure digital data with at least 256 bit AES encryption or unattended hard copy data in a strong secure storage facility, to use out of bands password exchange, to use anti-malware products that have a good reputation within the information security industry and to take measures against brute force password attacks (such as locking accounts/target applications for 15 minutes after 20 consecutive invalid password entries).

- 31.2. The Provider shall ensure due consideration has been given to the requirement under the General Data Protection Regulation/Data Protection Act 2018 to undertake a Data Protection Impact Assessment (DPIA) where the processing of personal identifiable data is likely to result in a high risk to the rights and freedoms of individuals
- 31.3. Transportation of Personal Data shall be:
- 31.3.1 in electronic format only be made in one of the following ways:-
- 31.3.1.1 through an encrypted VPN connection, or
  - 31.3.1.2 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
  - 31.3.1.3 through such other method as may be expressly approved by the Council in writing.
- 31.3.2 in a physical form only be delivered by hand by the Service Provider or a courier approved by the Council.
- 31.4. For the avoidance of any doubt, the Parties confirm that they are each independent Data Controllers in relation to any shared Personal Data and that no Party is to be a Data Processor on behalf of any other party. Consequently:
- 31.4.1 Each Party disclosing Data shall be entirely responsible for ensuring that it is permitted to share the Data; and
  - 31.4.2 Each Party disclosing Data shall be responsible for the Data while it is in transit to the receiving Party; and

31.4.3 Each Party receiving data shall be entirely responsible for ensuring that it processes the Data it receives in accordance with the DPL.

31.5. The provisions of this Clause 31 (Data Protection) shall apply during the continuance of the Contract and after its expiry or termination until the Personal Data which the Council has responsibility for has been returned and/or verified as securely destroyed in accordance with the Data Protection Schedule.

## **32. TUPE – Transfer of Undertakings (Protection of Employment Regulations) (TUPE)**

32.1. 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:

### **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 arrangements
- special leave arrangements
- terms and conditions of transfers
- season ticket loan scheme – if provided
- car leasing

### **Basic Data on Employees who may Transfer**

- numbers of employees who may transfer and, in respect of each who would transfer, their age, salary rates and reckonable service, working hours
- qualifications achieved by each employee which have a bearing on pay and/or other terms and conditions
- other factors affecting redundancy entitlement

- other factors affecting pension entitlement
- any outstanding industrial injury or other claims
- percentage of their time spent engaged in connection with the performance of the Contract.

### **Other General Information**

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

32.2. The Service Provider shall accept full responsibility for and shall indemnify and hold harmless the Council, its other contractors and its and their employees from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from any infringement by the Service Provider of this Clause 32 (TUPE – Transfer of Undertakings (Protection of Employment Regulations) (TUPE)), TUPE or of EC Council Directive 2001/23/EC.

32.3. 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 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).

## **33. Rights of Third Parties**

- 33.1. 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.
- 33.2. The rights of the Parties to terminate the Contract, or to rescind or agree any modification, waiver or settlement under the Contract are not subject to the consent of any person that is not a Party to the Contract.

## **34. Waiver**

- 34.1. 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.

## **35. Freedom of Information**

- 35.1. 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
- 35.2. The Service Provider and the Council agree that:
  - 35.2.1 except to the extent information is protected under data protection law and subject to Clause 35.2.3, the Council has the sole discretion to:
    - 35.2.1.1 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
    - 35.2.1.2 publish any other information which the Council or relevant Government department regard to be in the public interest;
  - 35.2.2 the Council is at liberty to disclose or publish without consulting the Service Provider information as follows:
    - 35.2.2.1 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
    - 35.2.2.2 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;



- 35.2.3 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 saved to the extent the proposed disclosure or publication involves any information referred to in Clause 35.2.2.1 (which may be disclosed or published without consultation), the Council must consult the Service Provider and take its views into account.
- 35.3. 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.

## 36. Publicity

- 36.1. The Council reserves the right to call upon the Service Provider who agrees to participate in publicity which the Council wishes to organise with a view to publicising the Services. The Service Provider agrees to participate in any such publicity.
- 36.2. The Service Provider shall not:
- 36.2.1 issue a press release with regard to the Services or its Contract with the Council, without the prior written agreement of the Authorised Officer of the appropriate statement.
- 36.2.2 use the Council's name or logo in any promotion or marketing without written agreement of the Authorised Officer.

## 37. Survival of Terms

Termination or expiry of the contracts 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 (Contract Details), 2 (Definition and Interpretation of Contract Terms and Conditions), 3 (Duration of Contract and Placement Agreements), 5.5(Obligations of the Service Provider), 8 (Terms of Payment), 11 (Records and Accounts), 12 (Quality Assurance and Monitoring the Service), 17 (Liability and Insurance), 18 (Termination of Contract), 19 (Termination of Long Stay Placements), 20 (Death of a Service User), 22 (Procedure in Case of Disputes), 23 (Assignment), 24 (Confidentiality), 29 (Human Rights Act), 31 (Data Protection), 32 (TUPE – Transfer of Undertakings (Protection of Employment Regulations) (TUPE), 33 (Rights of Third Parties), 34 (Waiver), 35 (Freedom of Information), 38 (Notices), 40 (Monies Recoverable), 41 (Contract Documents), 43 (Severability) and 45 (Law) together with the Data Protection Schedule and any other clause which expressly, or by implication, is intended to survive termination or expiry of the Contract shall survive termination and shall continue in full force and effect.

## 38. Notices

- 38.1. All notices required by or relating to this Contract shall be in writing and shall be sent to the Parties at the address appearing in the Contract or any other address (including email addresses) as may be notified in writing. Notices shall be deemed duly given on the day following posting or if sent by electronic transmission, immediately when the notice is transmitted, provided that the relevant communication is not returned as undelivered or responded to by an automated out of office instruction.

## **39. Business Continuity**

- 39.1. 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 the 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. This may include provision of the Services at an alternative location as organised by the Service Provider and deemed necessary by the Authorised Officer.
- 39.2. 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:
- 39.2.1 a risk analysis which should be reviewed on an ongoing basis and not less than once every twelve months;
  - 39.2.2 a Strategy that embeds BCM within the organisation and highlights the process to be followed for ensuring continuity of the Service to the Service User and supply from critical suppliers;
  - 39.2.3 Continuity Plans which detail:
    - 39.2.3.1 the trigger points for initiating the plan;
    - 39.2.3.2 procedures and processes to be followed;
    - 39.2.3.3 the roles and responsibilities of all Staff, BCM Manager(s) and Officer(s);
    - 39.2.3.4 contact details of all Staff and other parties with roles and responsibilities in the continuity of Service provision;
    - 39.2.3.5 details of co-ordination plans and information sharing protocols with other service providers;
    - 39.2.3.6 actions to be taken;
    - 39.2.3.7 processes to test plans and train Staff, not less than once in every twelve month period.

- 39.3. The Service Provider shall, if requested, provide the Council with a copy of its Business Continuity Plan and other relevant documentation, such as a business impact analysis and/or risk assessments. Whilst the Council may discuss improvements and remedial measures that may be made to the Business Continuity Plan the Council 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.
- 39.4. The Council may require the Service Provider to undertake additional tests of the Business Continuity Plan(s) in circumstances where:
- 39.4.1 there have been substantial changes to the Service;
  - 39.4.2 there has been a change in underlying business processes;
  - 39.4.3 there is an increased likelihood of an event happening which would necessitate the implementation of the Business Continuity Plan.
- 39.5. The Council reserve the right to attend any Business Continuity Plan test undertaken by the Service Provider.
- 39.6. The Service Provider shall provide the Council with current out of hours contact details to be used specifically for emergency situations. The contact number will be kept securely within the Council's Adult Social Care Business Continuity Plan and will be accessible by management within the Council with responsibility for business continuity planning.

## **40. Monies Recoverable**

- 40.1. 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 become due to the Service Provider under this or any other contract with the Council.

## **41. Contract Documents**

- 41.1. 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.

## **42. Best Value**

- 42.1. 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.

### 43. Severability

- 43.1. 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.

### 44. Industrial Strike Action

- 44.1. 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.
- 44.2. Such initial notice shall give sufficient details to identify:
- 44.2.1 the expected start date;
  - 44.2.2 anticipated duration;
  - 44.2.3 the number of service Users likely to be affected and any associated risks followed by details of how these risks will be addressed.
- 44.3. 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.
- 44.4. 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 44.3) it continues to provide, but shall not be entitled to payment for any part of the Service it fails to provide.

### 45. Law

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

### 46. Data Protection Schedule

- 46.1. In order to ensure compliance with the DPL the Council will require all Service Providers to adhere to the following **Memorandum of Understanding (“MoU”)**
- 46.1.1 The Service Provider agrees to process Personal Data in accordance with DPL and their own information governance policies and procedures, or as directed by the standards applicable to the information being processed.

- 46.1.2 Where applicable, Service Providers are committed to undertaking, following and complying with the Data Security and Protection Toolkit as a minimum to the mandatory expected requirements. Where the mandatory expected requirements have not been met, there should be an action plan for necessary improvements agreed with the Council. Where another Information Governance Assurance Framework applies, Service Providers will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with the Council.
- 46.1.3 Service Providers shall appoint a responsible / accountable officer who will ensure the protection of personal information (for example a Caldicott Guardian or Senior Manager responsible for Data Protection).
- 46.1.4 Service Providers will take appropriate organisational and technical measures towards compliance with the DPL, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000, and any other national guidance and rules around processing Personal Data and any other relevant legislation.
- 46.1.5 Service Providers are committed to identifying, documenting and risk assessing their Data flows with any mitigating actions defined and agreed.
- 46.1.6 Service Providers are committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Information Security, Records Management and Freedom of Information.
- 46.1.7 Service Providers will promptly notify the Council of any information governance breach, vulnerability or threat that could affect the security of the Personal Data being shared.
- 46.1.8 Service Providers will agree, security clearances permitting, to allow the Council to carry out audits or visits to confirm compliance with agreed assurance requirements.
- 46.1.9 Service Providers commit to ensuring that the Personal Data is shared in a safe and secure manner meeting the agreed purpose of the sharing.
- 46.1.10 Any requests for information under the Freedom of Information Act 2000 or the DPL should be directed to the original organisation's FOIA officer/data protection officer.
- 46.1.11 Service Providers may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original Data Controller.

- 46.2. Data Sharing;
- 46.2.1 In order to facilitate and govern the efficient, effective and secure sharing of good quality information and compliance with the DPL, the Council will invite the Service Provider to register on the Information Sharing Gateway (“ISG”): Information Sharing Gateway (ISG) website.
  - 46.2.2 The ISG is governed by the MoU as included within the introduction of this Data Protection Schedule.
  - 46.2.3 Failure to adhere to this MoU, or rectify any default on the MoU to the satisfaction of the Council within two (2) weeks will be viewed, in line with Clause 18.2 (Termination of Contract) of the Terms and Conditions of Contract, as a sufficient reason for termination.
  - 46.2.4 The use of the ISG will be underpinned by individual Information Sharing Agreements (See Information Sharing Agreement) that will govern Data sharing transactions between the Parties and their partners.
  - 46.2.5 Information will only be used for the purposes stated and as detailed in individual Information Sharing Agreements.
  - 46.2.6 No individual Information Sharing Agreement developed during the Contract Period will be valid or of any effect unless agreed by the Authority Representative (or his/her nominee) and the Service Provider Representative (or his/her nominee) and all the relevant details have been completed.
  - 46.2.7 Each and every Information Sharing Agreement agreed by the Parties during the Contract Period shall form a separate addendum to this Contract. The implementation and ongoing use of the ISG will be at the discretion of the Council. The use of the ISG will be reviewed, as a maximum, on an annual basis.

## **47. PART B – Variations to Contract Terms and Conditions for Short Stay Placements**

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

### **Clause 7 Trial Periods**

Delete all Clause 7

### **Clause 8 Terms of Payment – the Council**

Delete Clauses 5.7(Obligations of the Service Provider), 8.12 and 8.13 (Terms of Payment) and insert new Clause 8.12 (see below)

- 8.12 If a Service User is admitted to hospital the accommodation in the Care Home shall be retained and the Personal Care Fee shall be paid until the termination date detailed on the Placement Agreement up to a maximum of one week whichever is the sooner unless terminated to this prior in accordance with Clause 19.5 (Termination of Short Stay Placements).

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

Delete Clause 15.13

### **Clause 19 Termination of Long Stay Placements**

Delete all Clause 19 and insert new Clause 19 (see below) and rename as Clause 19 Termination of Short Stay Placements

### **Clause 19 Termination of Short Stay Placements**

- 19.1 With the exception of the provision of Clause 18.2 (Termination of Contract) 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 where 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 should the Service User advise the Council or the Service Provider

that they wish to leave the Care Home and terminate their Short Stay Placement. Either Party shall inform the other immediately upon learning of the Service Users 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 Care Home no longer considers that they are able to meet the Service Users needs the Service Users Short Stay Placement will terminate on the date the Service User leaves the Care Home to move to other accommodation 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 Placement Agreement 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 Care 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 the Service User from the**

Delete Clauses 21.1, 21.2, 21.3 and 21.4



## 48. Outcome Based Specification

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

#### Service Users and where appropriate, their Carer and/or Representative experience:

Being treated with dignity and respect at all times with care delivery respecting their human rights, diversity, independence, choice and privacy.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>• 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.</li> <li>• The pre-admission assessment stage includes the impact of the new admission on existing Service Users.</li> <li>• Support Plans and associated documentation are in the appropriate format for the Service User (e.g. Plain English, Braille) and include:               <ul style="list-style-type: none"> <li>○ assessments from specialist input where appropriate</li> <li>○ signatures on documents or evidence of consultation where required by Service User or Carer/Representative.</li> </ul> </li> <li>• The Service Provider's policies and procedures include clear information on how a Service User and/or their Carer/Representative can instigate changes to their care and support in line with the requirements of the Mental Health Act 2005 (MCA) – including evidence that this has been communicated to the Service User and/or their Carer/Representative where appropriate. (See outcome 6- Safeguarding People who use Services from abuse)</li> <li>• Staff Training Records indicate Staff have received training in obtaining the appropriate consent from Service Users or their Carer/Representative following the appropriate processes defined in the MCA prior to commencement of treatment and care.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff training records</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users are involved in all decisions relating to the Service they receive where able to.</li> <li>• Service users are not excluded from decisions relating to the Service because of discrimination or their cultural identity. Service</li> </ul>	<ul style="list-style-type: none"> <li>• A calendar of and minutes from Service User resident meetings</li> <li>• Advertisements on noticeboards</li> <li>• Service Provider Policies and Procedures</li> </ul>

<p>users feel safe to be able to share opinions without discrimination.</p> <ul style="list-style-type: none"> <li>• If a Service User is unable to engage in discussions and decisions regarding their care the appropriate process of capacity assessment and Best Interest Decision making process must be followed.</li> <li>• Service Users or their Representative/Carers acknowledge that they are fully and appropriately involved with the planning and provision of the Service.</li> <li>• Measures and procedures for appropriately engaging with Service Users and/or their Carer/Representative in relation to obtaining their views on the delivery of the Service are in place. Such views are acted upon in order to inform service delivery improvement via qualitative outcomes.</li> <li>• All Service Users are given the support that is required to enable them to effectively contribute to the running of the Care Home.</li> <li>• A minimum of quarterly meetings are scheduled with Service Users and/or their Carer/ Representative to attend.</li> <li>• Service Users and/or their Representative/Carer are kept informed about any significant changes affecting the Care Home, including for example; any changes in the ownership, registration or management of the Care Home, change of their key worker or changes to Staff, any significant building or maintenance work planned, visits by and reports from the Care Quality Commission including a summary of the Commission's overall findings and when the Service Provider is in a Safeguarding Large Scale Enquiry process.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User newsletters</li> <li>• Service User Reviews</li> <li>• Service User surveys</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users are enabled to make choices and informed decisions about the management of their care and treatment through the provision of appropriate information.</li> <li>• Service Users and/or Representative/Carer are informed of the risks and benefits when making decisions about their care and treatment.</li> <li>• Risk Assessments and Risk Management Plans provide documentary evidence that Service Users have been made aware of the</li> </ul>	<ul style="list-style-type: none"> <li>• A calendar of and minutes from Service User resident meetings</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>

<p>risks and benefits of their care and support including positive risk taking.</p> <ul style="list-style-type: none"> <li>• Service Users are enabled to make choices about how they live their lives in a way that reflects their individual preferences and diverse needs.</li> <li>• Service Users are supported to engage with other health and social care professionals to assist with the delivery of their care and treatment, for example advanced care planning and associated documentation.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> </ul>
<ul style="list-style-type: none"> <li>• Service User Support Plans and associated documentation is signed (or there is evidence of consultation with the Service User or Carer / Representative) by Service User or Carer /Representative by the Service User and where appropriate their Carers and/or Representative.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider Policies and Procedures</li> <li>• Service User Support Plans and associated documentation, for example Risk Assessments, Support Plans, reviews and records.</li> </ul>
<ul style="list-style-type: none"> <li>• The Service Provider monitors the service to make sure that all arrangements relating to respecting and involving Service Users are operating effectively.</li> </ul>	<ul style="list-style-type: none"> <li>• Report detailing Service User involvement findings and associated actions</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users have opportunities to become involved in the local community, for example; <ul style="list-style-type: none"> <li>○ community based activities are encouraged in the Care Home where this can be managed in a safe way. Invitations to local groups/schools etc.</li> </ul> </li> <li>• Service User’s contact with their family and friends is facilitated.</li> <li>• Daily opportunities are available for Service Users to maintain mental wellbeing through personalised healthy lifestyle, meaningful activities (e.g. music, arts, gardening, animal-assisted therapy, and physical activity)</li> </ul>	<ul style="list-style-type: none"> <li>• A calendar of and minutes from Service User resident meetings minutes</li> <li>• Communication with local groups and schools</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> </ul>

## Outcome 2: Fees

Service Users and where appropriate, their Carer and/or Representative experience:

Clarity and reassurance on their obligations regarding payments for the Services they receive including what they are expected to pay, when and how payments are to be made.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>• Service Users and/or their Carer/Representative or others acting on their behalf, who pay the Provider for the services they receive:               <ul style="list-style-type: none"> <li>○ understand their obligation and responsibilities and are made aware of these prior to the placement commencing</li> <li>○ know how much they are expected to pay (following financial assessment by the Council), when and how</li> <li>○ know what the Service Provider will provide for the fee paid</li> <li>○ understand the range of Additional Services that are available from the Service Provider and the cost applicable to each Additional Service.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Details of Additional Services and associated costs</li> <li>• Service Provider Policies and Procedures</li> <li>• Service Provider written agreement with the Service Users /Carer /Representative</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> </ul>

## Outcome 3: Care and welfare of people who use services

Service Users and where appropriate, their Carer and/or Representative experience:

Being actively involved in a strengths-based and outcome-focussed Provider Assessment which results in a personalised Support Plan to meet their needs that identifies reasonable preferences, objectives and Outcomes.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>• Service Users are actively involved in assessments to identify their individual needs and choices.</li> <li>• Service User Support Plans and associated documentation:               <ul style="list-style-type: none"> <li>○ is reviewed monthly, 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:</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> </ul>

<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>○ Support Plans have a review date</li> <li>○ that Service Users have opportunities to develop and maintain independent living, social, emotional and communication in accordance with the individual Service User's outcomes</li> <li>○ where appropriate Service Users are supported to take part in education, training, vocational and employment opportunities</li> <li>○ Digital technology is embraced to support the care virtual reviews, falls avoidance and health care monitoring.</li> <li>● Care and/or treatment is delivered in accordance with the person's Support Plan to ensure their individual and diverse needs are met.</li> <li>● Where a Service User is receiving 1 to 1 support from an external staffing agency, the Service Provider remains responsible for the overall care planning and associated risk assessments of the Service provided.</li> </ul>	
<ul style="list-style-type: none"> <li>● All Service Users have a written personalised Support Plan, which details their individual needs, preferences and choices.</li> <li>● Person-centred care is the foundation on which care is delivered for each Service User and is reflected by daily activities relevant to their interests, needs and abilities, and regularly reviewed and adjusted appropriately. For example, a range of outdoor activities, activities within the Care Home communal areas or daily therapeutic contact for Service Users cared for in bed.</li> <li>● Décor and furnishings in Service User bedrooms is appropriate to their needs and Service Users are involved in decisions relating to décor and furnishings.</li> <li>● Service User activities are evaluated and reviewed for their engagement and</li> </ul>	<ul style="list-style-type: none"> <li>● Activity evaluation reports</li> <li>● Life history documentation for example, memorabilia boxes containing photos, certificates, etc.</li> <li>● Service Provider Policies and Procedures</li> <li>● Service Providers quality management and monitoring and feedback systems</li> <li>● Service User /Carer /Representative /valid Power of Attorney or where applicable other professionals testimonies</li> <li>● Service User Reviews</li> </ul>

<p>appropriateness with activity programs amended to meet the needs and preferences of Service Users.</p> <ul style="list-style-type: none"> <li>• Service Users or where appropriate their Carer or Representative are given a copy of their Service User Support Plan and associated documentation upon request and/or have access to them upon request.</li> <li>• Service User Support Plans and associated documentation 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> <li>• Assessments are person centred and include details on the Service User's life history and include the following information (where relevant): <ul style="list-style-type: none"> <li>○ childhood details, schooling, family members, pets, hobbies, etc.</li> <li>○ gender identity</li> <li>○ sexuality</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 identity</li> <li>○ religious beliefs</li> <li>○ health conditions</li> </ul> </li> <li>• Life history information is communicated to all Staff involved with the care and/or treatment of the Service User.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User Support Plans and associated documentation</li> </ul>
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<ul style="list-style-type: none"> <li>• Service Users are appointed a member of Staff on shift who is responsible for: <ul style="list-style-type: none"> <li>○ monitoring their welfare</li> <li>○ consulting them about their wishes</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 Carer and/or Representative.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> <li>• Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>• Support Plans are reviewed on an ongoing basis with the involvement of the Service User and/or their Representative/Carers.</li> <li>• Service User and/or their Representative/Carers are involved in reviews and concerns with the Support Plan are recorded e.g. signature or notification of disagreement.</li> <li>• Support Plans are reviewed as the needs of Service User's change, if a Service User's needs have not changed their Support Plans is reviewed on a monthly basis as a minimum.</li> <li>• The behaviour of Service Users and the impact this has on other Service Users is assessed and monitored on an ongoing basis and monthly as a minimum</li> </ul>	<ul style="list-style-type: none"> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>• The assessment and Support Planning processes take account of guidance and research relating to the care and treatment of Service Users.</li> <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 Kirklees dementia strategy, dignity challenge, falls prevention, end of life care and diabetes.</li> <li>• A system is in place to identify how falls risks will be assessed and managed.</li> <li>• The assessment and Support Planning processes align with the Universal Principles of Advance Care planning.</li> <li>• The Service Provider works in partnership with Multi-Disciplinary Teams and using a systematic, proactive approach to identify individuals who are likely to be in the last 12 months of their life.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User Support Plans and associated documentation</li> <li>• Staff training records</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider Policies and Procedures</li> </ul>

<ul style="list-style-type: none"> <li>• The application of all policies and procedures ensures that Service Users are protected from unlawful discrimination.</li> <li>• All policies and procedures are audited to ensure Service Users are not subject to discrimination including: <ul style="list-style-type: none"> <li>○ providing appropriate information and communication formats i.e. Braille, large print, translations, audio etc.</li> <li>○ Where appropriate Service Users are consulted in the development of policies and procedures.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• A calendar of and minutes from Service User resident meetings minutes</li> <li>• Observations of environment</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony Observations of care practice</li> <li>• Service User newsletters</li> <li>• Service User Support Plans and associated documentation</li> </ul>
<ul style="list-style-type: none"> <li>• The care delivered encourages the prevention and early detection of ill health and enables the Service User to make healthy living choices.</li> <li>• Service Users are assessed for sight, hearing, oral/dental impairments and any other health related issues. Any identified issues are referred to the appropriate health professionals with the consent of the Service User or via the appropriate MCA 2005 process. The associated advice is followed and appropriate equipment is obtained, maintained and available for use by the Service User.</li> <li>• Services Users are supported to access appropriate check up appointments, e.g. dental, opticians, chiropody, podiatry, etc.</li> <li>• Where Service Users are expressing pain, discomfort or emotional distress, this is responded to appropriately and rapidly with liaison with the appropriate professionals taking place. Where assessed as necessary, medication or appropriate pain relieving equipment, or specialist advice is sought promptly.</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. Records may include body maps which record marks/tears to the skin or any pressure sores, relevant pain assessment tools or appropriate recording of mood and mental state to support access to the appropriate services with a positive outcome.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> </ul>



<ul style="list-style-type: none"> <li>The Service Provider participates in a weekly Care Home round with their aligned GP practice.</li> </ul>	
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#### Outcome 4: Meeting nutritional needs

##### Service Users and where appropriate, their Carer and/or Representative experience:

Support to choose and eat healthy nutritious meals and refreshments that meet their dietary and cultural requirements balanced with the right to make personal choice and take risks.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>Processes are in place to make sure Service Users do not experience poor nutrition and hydration.</li> <li>A recognised nutritional screening tool is in place and use, where risks have been identified.</li> <li>Ongoing assessment takes place for planning and monitoring of nutritional and hydration needs and intake.</li> <li>Where appropriate health professionals are involved in the nutritional assessment of the Service User and referral(s) to appropriate specialist health professionals for advice, guidance and support is sought where necessary.</li> <li>Interventions reflect the risks and assessments identified in the Service User’s Support Plan- e.g.- choking risk.</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. Support Plans clearly identify the Service User’s nutritional needs and how these needs are met is documented in the Daily Records.</li> <li>Food and hydration information within Support Plans and associated documents is quality assured.</li> </ul>	<ul style="list-style-type: none"> <li>Observations of care practice</li> <li>Observations of environment</li> <li>Menu planners</li> <li>Service Provider audits, quality management and monitoring and feedback systems</li> <li>Service Provider Policies and Procedures</li> <li>Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>Service User Daily Records</li> <li>Service User Reviews</li> <li>Service User Support Plans and associated documentation</li> </ul>

<ul style="list-style-type: none"> <li>• Where appropriate daily monitoring and recording of food and hydration intake for Service Users is undertaken.</li> <li>• Service Users who are assessed as being ‘at risk’ of malnutrition or dehydration have 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> <li>○ where no diet and fluids are taken this must also be recorded, and reasons why and actions taken.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Nutritional, diet and fluid recording charts</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> </ul>
<ul style="list-style-type: none"> <li>• The food and hydration provided is nutritious and available in sufficient quantities.</li> <li>• Daily menus are available that offer sufficient choice.</li> <li>• A choice of food and drinks are available that takes account of individual preferences and diverse needs, including timing and location (when appropriate).</li> <li>• Appropriate food stocks are available to meet Service User’s needs.</li> <li>• Preferences and diverse needs are taken into account in the Support Plan and Daily Records document.</li> <li>• Individualised menus to meet Service User’s needs are in practice, e.g. medical, cultural, preferences, 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> <li>• Service Users receive their preferred meal in appropriate quantities at appropriate times.</li> <li>• Nutritional and hydration needs of Service Users are met in a creative flexible manner, e.g. availability of snacks and hot meals, etc. outside of planned mealtimes.</li> <li>• Service Users are offered support and enabled to eat and drink when necessary.</li> </ul>	<ul style="list-style-type: none"> <li>• A calendar of and minutes from Service User resident meetings minutes</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Menu planners</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> </ul>

<ul style="list-style-type: none"> <li>Staffing levels are appropriate at all times to ensure Service Users are supported to eat and drink.</li> </ul>	
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**Outcome 5: Cooperating with other Service Providers**

**Service Users and where appropriate, their Carer and/or Representative experience:**

Seamless care and support both within the Service and when in accessing other services resulting from the appropriate sharing of information about their care and treatment between providers and services.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>Service Users receive coordinated health and social care support to meet the needs described in their Support Plan.</li> <li>Staff work with other Providers and/or other services to ensure Service User Support Plans reflect their individual and diverse needs.</li> <li>Support Plans and associated documentation detail 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> <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>Digital technology is explored and embraced where appropriate to enhance the quality of support available to all Service Users, for example digital record keeping, GP Connect – NHS Digital and virtual reviews.</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider audits, quality management and monitoring and feedback systems</li> <li>Service Provider Policies and Procedures</li> <li>Service User Daily Records</li> <li>Service User Support Plans and associated documentation</li> </ul>
<ul style="list-style-type: none"> <li>The Service Provider works with the Service User and the Council to ensure that where the Service User is moving out of the Care Home that their needs are met in the interim period and to ensure that the transition is smooth.</li> <li>Tools are in place to aid communication when a Service User is transferred to ensure that care and support needs are appropriately met whilst</li> </ul>	<ul style="list-style-type: none"> <li>Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>Service User Reviews</li> <li>Service User Support Plans and associated documentation</li> <li>Service Provider Policies and Procedures</li> </ul>

<p>maintaining confidentiality and adhering to data sharing procedures.</p> <ul style="list-style-type: none"> <li>Information is shared in a timely way and in an appropriate format so that Service Users receive their planned care and/or treatment.</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>Service Provider audits, quality management and monitoring and feedback systems</li> <li>Observations of care practice</li> <li>Observations of environment</li> </ul>
<ul style="list-style-type: none"> <li>Processes are in place for sharing and coordinating information with other providers and/or services in an emergency.</li> <li>Emergency Plans detail 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>Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>Service Provider Policies and Procedures</li> <li>Service Provider audits, quality management and monitoring and feedback systems</li> </ul>
<ul style="list-style-type: none"> <li>Robust arrangements are in place to make sure that information sharing systems comply with the Data Protection Act 2018.</li> <li>The Service Provider ensures compliance with the Council Information Sharing Agreement and Data Protection Schedule within this contract.</li> </ul>	<ul style="list-style-type: none"> <li>Service Provider Policies and Procedures</li> <li>Service Provider audits, quality management and monitoring and feedback systems</li> <li>Observations of care practice</li> <li>Observations of environment</li> </ul>

## Outcome 6: Safeguarding people who use services from abuse

### Service Users and where appropriate, their Carer and/or Representative experience:

Confidence that their safety and security is promoted, protected and maintained and that they are protected from abuse, neglect or self-harm.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>Staff have undertaken appropriate Mental Capacity Act/ Deprivation of Liberty/ Liberty Protection Safeguards training.</li> <li>Staff understand what constitutes neglect and abuse.</li> <li>Effective processes for preventing abuse before it occurs are in place and minimise the risks of further abuse once it has occurred.</li> </ul>	<ul style="list-style-type: none"> <li>Observations of care practice</li> <li>Observations of environment</li> <li>Service Provider audits, quality management and monitoring and feedback systems</li> </ul>

<ul style="list-style-type: none"> <li>• Service User Support Plans 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 reduce the risk of reoccurrences of abusive behaviours.</li> <li>• Risk assessments and risk management plans are effectively communicated to Staff Service Users and/or Representative.</li> <li>• Audit systems are in place to self-monitor compliance with the <i>Joint Multi-Agency Safeguarding Adults Policy and Procedures</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> </ul>
<ul style="list-style-type: none"> <li>• Staff respond appropriately to signs and allegations of abuse.</li> <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>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users and Staff are respected and supported following the allegation of abuse.</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 Plans and associated documentation provides evidence of how the Service User has been given the information on the support available to them.</li> <li>• Service User's Support Plan and associated documentation provide evidence of 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> <li>• Staff who raise a concern about malpractice, risk, wrongdoing or possible illegality, which</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> </ul>

<p>harms, or creates a risk of harm, to people who use the service, Staff or the wider public are supported through the whistleblowing process in line with the Service Providers whistleblowing policy and with legal and regulatory requirements.</p>	
<ul style="list-style-type: none"> <li>• Systems for both Safeguarding and restraint take into account any guidance issued including the requirements of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards Code of Practice to supplement the Mental Capacity Act, <i>No Secrets</i> and <i>Working Together to Safeguard Children</i>.</li> <li>• Staff understand the appropriate techniques and the circumstances in which restraint can and cannot be used.</li> <li>• Staff undertake 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> <li>○ certificates of attendance and competence are signed by the trainer and trainee.</li> </ul> </li> <li>• Processes are in place to ensure that when restraint is used it is safe, lawful and not excessive.</li> <li>• Restraint policies comply with the Mental Capacity Act 2005.</li> <li>• Service User's documentation details restraint used and provides evidence of consultation with the appropriate bodies and any authorisation granted.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> </ul>
<ul style="list-style-type: none"> <li>• Where Service Users lack capacity Staff know how to comply with the Mental Capacity Act 2005.</li> <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>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> </ul>

<ul style="list-style-type: none"> <li>• The consent process is reviewed and monitored to make sure that Staff are following it.</li> <li>• Daily Records demonstrate compliance with the consent process.</li> <li>• Systems for consent to care and treatment take into account any guidance issued (Government and expert).</li> <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>	<ul style="list-style-type: none"> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> </ul>
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## Outcome 7: Cleanliness and infection control

### Service Users and where appropriate, their Carer and/or Representative experience:

A clean homely environment with processes in place to monitor and manage arrangements intended to prevent and control infections.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>• The Service Provider can demonstrate that they provide a safe and clean environment that is maintained to prevent and control infections.</li> <li>• Service Provider practice is guided by the <i>National Infection Prevention and Control Manual for England</i>.</li> <li>• Infection Prevention and Control processes are informed by risk assessment.</li> <li>• Specialist risk assessments are undertaken as appropriate i.e. MRSA etc.</li> <li>• Infection Prevention and Control processes take account of Service User’s susceptibility, the risks posed by their environment and other people who use the service.</li> <li>• Where risk assessment indicate 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>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• There are policies in place and adhered to that help to prevent and control infections. These policies:</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> </ul>

<ul style="list-style-type: none"> <li>○ explain how to identify and manage Service Users with an infection</li> <li>○ are communicated to and understood by all Staff</li> <li>○ are reviewed, amended and audited and appropriately documented, dated and signed and amended in line with lessons learned</li> <li>○ are made available for inspection when requested.</li> <li>● Suitable advice and accurate information on infection control and cleanliness is provided to Service Users and where appropriate, their Carer and/or Representative.</li> <li>● Processes are in place that: <ul style="list-style-type: none"> <li>○ promptly identify, manage and meet the needs of Service Users that have developed an infection</li> <li>○ meet the requirements of the Health and Social Care Act 2008: Code of Practice for the prevention and control of infections and associated guidance (DH 2015)</li> <li>○ protect Staff from exposure to infections</li> <li>○ ensures the provision of personal protective equipment comply with current guidance</li> <li>○ ensure appropriate antimicrobial use to optimise Service User outcomes and to reduce the risk of adverse events and antimicrobial resistance</li> <li>○ maintain Service User's rights to confidentiality when sharing information with others on a Service User's infection status.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Service User Daily Records</li> <li>● Service User Reviews</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff rotas</li> <li>● Staff Supervision Records</li> <li>● Staff training records</li> <li>● Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>● The Service Provider undertakes audits to assess compliance with Kirklees infection prevention and control policies/ procedures and feedback results to the Infection Prevention and Control Team.</li> <li>● Audits of key IPC policies i.e. Hand hygiene, PPE, workwear policy and sharps management are undertaken using the tool supplied by the Kirklees Infection Prevention and Control Team.</li> <li>● The Service Provider participates in a full infection prevention and control audit and/ or self-assessment of the Care Home at least</li> </ul>	<ul style="list-style-type: none"> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> </ul>



<p>annually (as determined by the Council) using the tool supplied by the Kirklees Infection Prevention and Control Team and comply with the requirements and timescales of the Infection Prevention and Control team.</p>	
<ul style="list-style-type: none"> <li>• The Capacity Tracker, or system as specified by the Council is updated as nationally agreed or as required by the Council to include data on Staff and Service User infection status and immunisations.</li> <li>• Outbreaks/incidents relating to infection prevention and control are reported to the Kirklees Infection Prevention and Control Team and all outbreaks to the relevant Health organisation as they occur. Service Providers cooperate fully with Kirklees Infection Prevention and Control Team and the relevant Health organisations.</li> <li>• The Service Provider engages with the Council in planning for and responding to major incidents/outbreaks.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users who have or are at risk of developing an infection are identified promptly and receive timely and appropriate treatment and care to reduce the risk of passing on the infection to other people.</li> <li>• Service User Support Plans and associated documentation identify the appropriate action taken to treat and control infection in accordance with local and national guidance.</li> <li>• Suitable and accurate information on infections is provided in a timely manner to any other provider or person responsible for the ongoing care of a person using the service.</li> <li>• Where appropriate to meet infection control requirements Service Users will have their own dedicated equipment to meet their needs e.g. slings, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Staff and people providing care are all involved in the process of preventing and controlling infection.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> </ul>

<ul style="list-style-type: none"> <li>• All Staff job descriptions and personal development plans/appraisals identify their responsibilities for infection prevention and control.</li> <li>• All 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> <li>• The Service Provider provides unrestricted access to appropriate personal protective equipment.</li> <li>• All Staff are trained in the prevention and control of infections and are given support to provide safe quality care.</li> <li>• Education, training and development in infection prevention and control is provided to all Staff during induction and is refreshed as required for Staff but annually as a minimum requirement Covering the topics in the latest edition of the Kirklees Council Preventing Infection Workbook, Guidance for Care Home.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Arrangements are 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>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff knowledge</li> </ul>

## Outcome 8: Management of medicines

### Service Users and where appropriate, their Carer and/or Representative experience:

Support with the administration of their prescribed medicines which are safely and securely handled in line with the relevant guidance and legislation.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• The Service Provider has a Medicines Management Policy which clearly implements local and national policy that aims to reduce</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> </ul>

<p>medication errors, where errors occur they are investigated using root cause analysis to identify the root cause of the problem and appropriate solutions and to reduce medication waste.</p> <ul style="list-style-type: none"> <li>• The Service Provider's Medicines Management Policy is signed by Staff as appropriate to indicate they have read and understood the implications of the Policy.</li> <li>• The Service Provider's Medicines Management Policy includes processes for the safe and secure handling of medicines.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider Policies and Procedures</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Staff are trained and competent in the handling of medicines relevant to their role.</li> <li>• Staff rotas are planned to ensure that appropriately trained Staff are on shift to support with Service User medication needs.</li> <li>• A recognised training programme is in place which is delivered by a trainer who has access to up to date information.</li> <li>• Training programme records 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>• The Service Provider has mechanisms to support Staff where competency is questioned.</li> <li>• Staff Induction includes training in medicines management relevant to their role.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• Medication delivery and disposal records</li> <li>• Medication administration records</li> <li>• Staff Medication Competency Assessments</li> </ul>
<ul style="list-style-type: none"> <li>• The Service Provider adheres to local and national guidance relating to the handling of controlled drugs e.g. storage, disposal.</li> <li>• The Service Provider has written guidance which interprets good practice guidance and applies this to the safe handling and use of medicines within its environment. <ul style="list-style-type: none"> <li>○ Processes clearly take into account new guidance and alerts relating to the safe handling and use of medicines.</li> <li>○ All Staff as appropriate are aware of this guidance, understand how this is relevant to their role, comply with the policy and procedures as issued by the Service</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> </ul>

<p>Provider and have signed to say they have read and understood the guidance.</p> <ul style="list-style-type: none"> <li>• Written directions are issued by the Service Provider as to the handling, transfer and disposal of medicines to Staff responsible for the management of medicines.</li> <li>• The Service Provider has written directions as to the handling of controlled drugs and procedures are clearly visible and accessible to all Staff.</li> <li>• There is an audit trail with regard to handling and use of medicines to include storage, transport and disposal.</li> <li>• Processes are 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> <li>• The Service Provider follows CQC Guidance for Providers in supporting safely with controlled drugs: <i>Controlled Drugs in Care Homes</i>.</li> <li>• The Service Provider follows the NICE guidance on managing medication including reporting and recording in Care Homes - <i>Managing medicines in Care Homes</i>.</li> <li>• The Service Provider follows the NICE guidance on supporting people with dementia - <i>Dementia: assessment, management and support for people living with dementia and their carers</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• Medication delivery and disposal records</li> <li>• Medication administration records</li> </ul>
<ul style="list-style-type: none"> <li>• Service User Support Plans and associated documentation reflect the needs of the Service User with particular regard to treatment regimes.</li> <li>• Service User prescriptions, Support Plans and ongoing documentation all cross reference to ensure monitoring of compliance and treatment takes place.</li> <li>• Service User Support Plans and associated documentations reflect 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> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff knowledge</li> </ul>

	<ul style="list-style-type: none"> <li>• Medication delivery and disposal records</li> <li>• Medication administration records</li> </ul>
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**Outcome 9: Safety and suitability of premises**

**Service Users and where appropriate, their Carer and/or Representative experience:**

A Care Home which is safe and fit for purpose to safely meet the needs of everyone receiving care and treatment including those with disabilities.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• Prior to admission Service Users are assessed to ensure the environment is appropriate to meet their needs.</li> <li>• Service User Support Plans and associated documentation identify all risks to the Service User related to the design, layout and security of the premises.</li> <li>• The Service Provider has implemented a system for ensuring Service Users are safe and protected whilst visitors are in the Care Home and a system is in place to restrict access by unauthorised persons.</li> <li>• The Service Provider undertakes full risk assessments and risk management plans for the Care Home to minimise risk to Staff and visitors.</li> <li>• The premises and grounds are well maintained and risks to safety are identified and managed.</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 signage</li> <li>○ personalised signage for bedroom doors</li> <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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Service User pre admission assessments</li> <li>• A calendar of and minutes from Service User resident meetings minutes</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <li>○ positioning of seating and furniture.</li> <li>• Service Users or Carers/Representative are consulted about the security of their property and the outcomes have been implemented.</li> <li>• All Service User bedrooms are fitted with locks appropriate to their needs whether used by the Service Users or not and the room is locked or unlocked in accordance with Service User wishes and appropriate risk assessments.</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>• Laundry facilities are organised to ensure Service User's clothes are not misplaced. Where clothes are lost or damaged by the laundry service the Service User is reimbursed for the loss.</li> </ul>	
<ul style="list-style-type: none"> <li>• All reasonable steps have been taken to ensure that premises are accessible to all those who need to use them in keeping with the requirements of the Equality Act 2010.</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 includes an appropriate system to allow Service User's access to the outside area as they require.</li> <li>• The Service Provider makes 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>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• The design and layout of the premises promotes dignity, independence and wellbeing.</li> <li>• The environment is suitable to maintain Service User's dignity e.g. curtains, blinds, etc.</li> <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> <li>• Systems are in place that: <ul style="list-style-type: none"> <li>○ enable Service Users to access the external premises on request and the</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> </ul>

<p>Service Provider actively encourages them to do so</p> <ul style="list-style-type: none"> <li>○ ensures Staff are aware of Service Users accessing the external premises.</li> <li>• Service User bedrooms and surrounding areas are conducive to enable Service Users to rest and sleep.</li> <li>• Service Users are provided with appropriate levels of Staff supervision at all times.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
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## Outcome 10: Safety, availability and suitability of equipment

### Service Users and where appropriate, their Carer and/or Representative experience:

Access to appropriate equipment to safely meet their needs.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• Equipment is provided to meet all the Service User's health and social care needs.</li> <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>• All equipment used to safely meet the needs of Service Users meets the requirements of any specialist advice available (e.g. O.T., Physiotherapists).</li> <li>• Where appropriate to meet health and safety requirements Service Users will have their own dedicated equipment to meet their needs e.g. slings, etc.</li> <li>• Procedures are in place to identify and manage risks related to equipment.</li> <li>• Risk assessments are undertaken and documented for all Service Users in relation to equipment documented in the Service User's Support Plan.</li> <li>• Risk assessments include Staff training for all equipment.</li> <li>• Risk assessments are reviewed when Service User's requirements change (and monthly as a minimum).</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <li>• Equipment is in place that supports and promotes Service User independence and comfort.</li> <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 used by the Service User is fit for purpose and meets their individual needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• A process is in place to ensure 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> <li>• All equipment (including motor vehicles and its associated equipment) are maintained and serviced by an appropriately qualified person or organisation.</li> <li>• A Schedule of Service and Maintenance for Equipment 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>• The Schedule of Service and Maintenance for Equipment is signed and dated.</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>• Portable Appliance Testing is undertaken in accordance with relevant legislation.</li> <li>• Audits on equipment are undertaken at least annually and equipment schedules are kept up to date.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• A Schedule of Service and Maintenance for Equipment</li> </ul>



<ul style="list-style-type: none"> <li>• All Staff using or maintaining equipment are trained and competent to do so.</li> <li>• Staff Training Records in relation to the use of equipment (including motor vehicles and its associated equipment e.g.- tail lifts, wheelchair ramps etc.): <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>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff rotas</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Equipment stored safely and securely when not in use with restricted access as appropriate to Service Users.</li> <li>• An equipment plan is in place which includes but is not limited to the following: <ul style="list-style-type: none"> <li>○ details of equipment location</li> <li>○ special storage instructions i.e. away from direct sunlight, flammability details, etc.</li> <li>○ A copy of the schedule of service and maintenance for equipment</li> <li>○ procedures for communicating this information to Staff.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Procedures are 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> <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> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <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> <li>• Findings and outcomes for all Internal investigations are communicated in writing with the Council when requested.</li> </ul>	
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## Outcome 11: Requirements relating to workers (recruitment)

**Service Users and where appropriate, their Carer and/or Representative experience:**

Confidence that the Services are delivered by Staff at all levels who are correctly recruited.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• The Service Provider has a written Recruitment and Selection Policy in place.</li> <li>• The Service Provider will upon request make available the following documentation relating to 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) as reasonably practicable and in accordance with CQC Guidance for Providers.</li> <li>○ DBS Status (to ensure the applicant is not included on the DBS First "barred" list)</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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Staff files and associated documentation</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>

<ul style="list-style-type: none"> <li>○ Referrals to DBS (where applicable)</li> <li>○ Referrals to the Nursing and Midwifery Council (where applicable).</li> </ul>	
<ul style="list-style-type: none"> <li>● The Service Provider retains the documentation relating to the recruitment and selection of Staff in line with the Data Protection Act 2018 and GDPR.</li> </ul>	<ul style="list-style-type: none"> <li>● Staff files and associated documentation</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>● 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 taking into account the safety and protection of Service Users</li> <li>○ ensuring vaccination status is up to date where legislation requires.</li> </ul> </li> <li>● Recruitment Processes include the following checks for all successful applicants prior to employment: <ul style="list-style-type: none"> <li>○ DBS Adult First check (where eligible).</li> <li>○ a current DBS enhanced DBS (DBS checks must renewed in line with the Service Providers policies and Procedures and undertaken on a risk assessed basis).</li> <li>○ Risk assessment for applicants with convictions to evidence that risks to Service Users are minimised</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Staff files and associated documentation</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> </ul>

<ul style="list-style-type: none"> <li>○ that applicants have the skills and qualifications to do the job</li> <li>○ where appropriate Equality Act 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> <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 with the appropriate risk assessment in place, and</li> <li>○ have undergone the Induction Programme which is aligned to ‘<i>Skills for Care</i>’.</li> </ul> </li> <li>● All records are kept in line with the Service Providers policy and procedures and destroyed legally in accordance with the General Data Protection Regulations 2018, and other statutory requirements and are kept for the requisite length of time.</li> </ul>	
<ul style="list-style-type: none"> <li>● 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> <li>● The Service Provider undertakes checks on Staff registration with the relevant professional body for all relevant members of Staff.</li> <li>● Registration checks are updated, monitored and documented for all relevant Staff.</li> </ul>	<ul style="list-style-type: none"> <li>● Staff files and associated documentation</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>● Effective and proportionate processes are in place 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>● Staff files and associated documentation</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> </ul>

<ul style="list-style-type: none"> <li>• A documented Staff Removal Procedure 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>• Service Provider Policies and Procedures</li> </ul>
<ul style="list-style-type: none"> <li>• Documented disciplinary procedures are in place.</li> <li>• A documented disciplinary procedure is implemented and 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>• Staff who are removed from duty to provide Services under the contract due to a Safeguarding issue, must not be reinstated without authorisation of the Authorised Officer.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff files and associated documentation</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>

## Outcome 12: Staffing

### Service Users and where appropriate, their Carer and/or Representative experience:

A service adequately Staffed to meet their needs by a team of appropriately trained and skilled Staff at all times.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• There are 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> <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</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>

<p>ensure Staff provision is suitably skilled, qualified and experienced to meet the Service User's needs.</p> <ul style="list-style-type: none"> <li>• Staffing provision is reviewed both routinely and in response to the changing needs of Service Users using the service.</li> <li>• Any gaps in Staff numbers and skills are addressed by the Service Provider when needed, including at short notice.</li> </ul>	<ul style="list-style-type: none"> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff rotas</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• The Service Provider uses a dependency tool and Staffing levels are adjusted to meet the needs of the Service Users where appropriate.</li> <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> <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 Care Home.</li> <li>• Staff rotas are planned and implemented to ensure appropriate members of Staff are on duty to supervise and manage members of Staff at all times.</li> <li>• Staff on duty have access to and/or contact details for other Staff with appropriate specialist skills and knowledge if required including out of hours support.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff rotas</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• Dependency Tool</li> <li>• Skills for Care 'Guide for Safe Staffing'</li> </ul>
<ul style="list-style-type: none"> <li>• The Service Provider endeavours to have named Champions who are supported by the Service Provider to carry out this role, including but not limited to: <ul style="list-style-type: none"> <li>○ Dementia Champions</li> <li>○ Safeguarding Champions</li> <li>○ End of life Champions</li> <li>○ Moving and Handling Champions</li> <li>○ Nutrition Champions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Named Champions (as a minimum at least one Representative at each level)</li> <li>• Staff training records</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> </ul>

<ul style="list-style-type: none"> <li>○ Skin integrity Champions</li> <li>○ Wound management Champions</li> <li>○ Vaccination campaign Champions.</li> <li>● The Service Provider has a dignity champion and can demonstrate adherence to the Department of Health's 10 Point Dignity Challenge. <ul style="list-style-type: none"> <li>○ The 10 Dignity Do's (National Dignity Council) are embraced and followed as part of routine working practice.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff training records</li> <li>● Staff knowledge</li> <li>● Service User newsletters</li> </ul>
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## Outcome 13: Supporting workers

### Service Users and where appropriate, their Carer and/or Representative experience:

Support from Staff who are competent to deliver care and treatment as a result of their learning and development needs having been met.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>● The induction training programme incorporates: <ul style="list-style-type: none"> <li>○ a philosophy and approach to care</li> <li>○ working with rather than delivering to the Service User</li> <li>○ a recognition of the importance of privacy and confidentiality of information.</li> </ul> </li> <li>● All Staff have undergone recorded and documented 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 <u>Core and mandatory training (skillsforcare.org.uk)</u> - specific outcomes 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 through a Staff Learning and Development Programme and have in place an appropriate training strategy to meet those needs.</li> <li>● Signed certificated evidence signed by the trainer and trainee is available that Staff at all</li> </ul>	<ul style="list-style-type: none"> <li>● Observations of care practice</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Staff training records</li> <li>● Staff knowledge</li> </ul>

<p>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.</p>	
<ul style="list-style-type: none"> <li>• Staff have access to supervision that meets both their needs and the needs of the Service Users.</li> <li>• The 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>• The Service Provider undertakes supervision sessions whilst ensuring the needs of Service User continue to be 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 an eight week interval as a minimum.</li> <li>• The 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>• The Service Provider responds to all required actions identified in the Staff supervision i.e. Training Action Plans, etc.</li> <li>• The Service Provider ensures that all Staff clearly understand what is expected of them and to whom they are responsible.</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of care practice</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• Staff files and associated documentation</li> <li>• Staff rotas</li> </ul>
<ul style="list-style-type: none"> <li>• Staff receive appraisals at an agreed interval that is in line with any professional requirements.</li> <li>• A structured Appraisal Policy and Procedure is in place that links to Staff Supervision and the Staff Learning and Development 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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>



<ul style="list-style-type: none"> <li>○ signed by the Manager</li> <li>○ dated.</li> </ul>	<ul style="list-style-type: none"> <li>● Staff files and associated documentation</li> <li>● Staff rotas</li> </ul>
<ul style="list-style-type: none"> <li>● The Service Provider employs appropriately trained and skilled healthcare professionals who meet the relevant professional standards.</li> <li>● Clinical governance and audit systems 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>● The Service Provider has in place a mechanism to receive and act upon on going updates from relevant professional bodies.</li> </ul>	<ul style="list-style-type: none"> <li>● Service Provider Policies and Procedures</li> <li>● Staff training records</li> <li>● Staff knowledge</li> <li>● Staff files and associated documentation</li> </ul>

**Outcome 14: Statement of Purpose**

Commissioners of the service are aware of and kept up to date on changes to the details of the Service as registered with the CQC.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>● A Statement of Purpose is in place that provides detail on all of the requirements outline by the CQC.</li> <li>● The Service Providers Statement of Purpose is made available to the Council upon request.</li> </ul>	<ul style="list-style-type: none"> <li>● Statement of Purpose</li> </ul>

**Outcome 15: Assessing and monitoring the quality of service provision**

**Service Users and where appropriate, their Carer and/or Representative experience:**

A high quality Service due to the quality assessment and monitoring processes implemented by the Service Provider.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>● The 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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <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> <li>● The Service Provider effectively assesses and monitors the quality of its service delivery with monthly sampling of the key areas identified above.</li> <li>● The Service Provider provides written evidence of sampling and audits to be made available on request to the Council.</li> </ul>	
<ul style="list-style-type: none"> <li>● The Service Provider has clear written lines of reporting, accountability and responsibility that include information on: <ul style="list-style-type: none"> <li>○ Line Manager Structures – that outline the lines of reporting and Supervision Policy</li> <li>○ Job Descriptions – that outline the roles and responsibilities for that job/member of Staff</li> <li>○ Whistleblowing Procedures.</li> </ul> </li> <li>● The Service Provider communicates the written lines of reporting, accountability and responsibility to: <ul style="list-style-type: none"> <li>○ Staff</li> <li>○ Service Users</li> <li>○ Carers/Representative/Advocates</li> <li>○ the Council/Authorised Officer</li> <li>○ relevant others.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● A calendar of and minutes from Service User resident meetings minutes</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Staff Supervision Records</li> <li>● Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>● Systems are in place for reporting and learning from incidents which promotes a learning culture within the organisation.</li> <li>● The Service Provider has an Incident Reporting System that is responsive in timescales which reflect the nature and gravity of the incident(s).</li> <li>● Records are maintained of any accident or incident involving a Service User whilst in receipt of the Service.</li> <li>● The Incident Reporting System in place: <ul style="list-style-type: none"> <li>○ is a written document</li> <li>○ incorporates a root cause analysis</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Incident Reporting System</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Staff Supervision Records</li> <li>● Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <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>	
<ul style="list-style-type: none"> <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 Carer and/or Representative reviews</li> <li>○ satisfaction questionnaires/surveys</li> <li>○ improvement plans/business development plans.</li> </ul> </li> <li>● There are effective processes in place for Staff, Service Users and their carers to raise concerns and for the service to act on them.</li> <li>● The views and comments from Service Users, their carers, Staff and other third parties are sought by the Service Provider and these views are used to help the Service Provider to assess quality and manage risks.</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 have 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 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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● A calendar of and minutes from Service User resident meetings</li> <li>● Service User surveys</li> <li>● Observations of care practice</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Service User Daily Records</li> <li>● Service User Involvement Report</li> <li>● Service User Reviews</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff Supervision Records</li> <li>● Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <li>○ produce new risk assessments.</li> </ul>	
<ul style="list-style-type: none"> <li>● The Service Provider evaluates, takes action on, and learns 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> <li>● The 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>	<ul style="list-style-type: none"> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>● Service User Daily Records</li> <li>● Service User Reviews</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff knowledge</li> <li>● Minutes of meetings</li> </ul>

## Outcome 16: Emergencies and Business Continuity

### Service Users and where appropriate, their Carer and/or Representative experience:

Confidence due to the plans in place that they will continue to receive the service during times of emergency and extreme difficulties.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<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, pandemics, 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 Management Plans, reviewed, amended and dated within the last 12 months 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> </ul>	<ul style="list-style-type: none"> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Staff Supervision Records</li> <li>● Staff training records</li> <li>● Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <li>• Emergency Plans and Business Continuity Management are tested on an annual basis as a minimum.</li> <li>• Emergency Plans and Business Continuity Management Plans are shared with and communicated to all relevant Staff and parties in the appropriate formats.</li> <li>• The Service Provider works with the Council on Business Continuity Management matters when required.</li> </ul>	
<ul style="list-style-type: none"> <li>• Arrangements are in place for learning from relevant safety incidents, safety alerts and national guidance relating to premises and taking action to minimise risk in the future.</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>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• All Service Users have a Personal Emergency and Evacuation Plan (PEEP) that is reviewed monthly and updated as the needs of the Service User change.</li> <li>• Emergency evacuation procedures are in place and routinely practiced.</li> <li>• Evidence of emergency evacuation practises with dates and outcomes are undertaken and available for inspection as requested.</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency evacuation records</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User Daily Records</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• Procedures are in place to manage emergencies, such as power failures, where necessary.</li> <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 lifesaving equipment has:</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>

<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 where appropriate back-up generators in place.</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>● The 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>● The 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>	<ul style="list-style-type: none"> <li>● Staffing Contingency Plan</li> <li>● Staff training records</li> <li>● Staff rotas</li> </ul>
<ul style="list-style-type: none"> <li>● All Staff, Service Users and their Carer\Representative and visitors are 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> <li>● Policies and procedures are in place 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 the CQC and in accordance with current legislation. The policies and procedures are: <ul style="list-style-type: none"> <li>○ In writing</li> <li>○ Communicated in an appropriate form to Service User and relevant others</li> <li>○ Communicated in an appropriate form to Staff.</li> </ul> </li> <li>● The Service Provider will have a record of confirmation that Staff have received and understood the above policies and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>● Emergency evacuation records</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User Daily Records</li> <li>● Service User Reviews</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff Supervision Records</li> <li>● Staff training records</li> <li>● Staff knowledge</li> </ul>

## Outcome 17: Complaints

### Service Users and where appropriate, their Carer and/or Representative experience:

Good quality care and a positive experience in the Care Home because their complaints are dealt with in a timely and appropriate manner.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>• The Service Provider has a written Complaints Procedure which: <ul style="list-style-type: none"> <li>○ A copy of is given to Service Users and their Carer\Representative at the commencement of the placement</li> <li>○ is accessible and available in an appropriate manner and formats to meet the needs of Service Users and their Carer\Representative, e.g. Braille, language translation, etc.</li> <li>○ has clear timescales for response</li> <li>○ makes people aware of the complaints system and what to do if they are dissatisfied with the response including clear definitions of the stages of escalation</li> <li>○ includes an appeals process</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 Complaints Procedure 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) easy for Service Users and their families to understand and initiate.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Service User Guide</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff knowledge</li> <li>• Complaints records</li> </ul>
<ul style="list-style-type: none"> <li>• Service Users and their Carer/Representative are provided with support to raise a complaint or</li> </ul>	<ul style="list-style-type: none"> <li>• Observations of environment</li> </ul>

<p>make comments and protected from discrimination.</p> <ul style="list-style-type: none"> <li>• Service Users and their Carer/Representative are given 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> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• Complaints record</li> </ul>
<ul style="list-style-type: none"> <li>• Complaints are fully investigated, resolved if practicable, and the outcome communicated to the complainant and other interested parties in writing which is also 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> <li>• Coordinated investigations and responses are undertaken if there is more than one service specified in the complaint.</li> <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> <li>• Where a mutual resolution cannot be achieved between the Service Provider and Service User and their Carer and/or Representative due to a breakdown in relationships and trust, a multi-disciplinary approach is undertaken to find and agree solutions/outcomes.</li> <li>• A record made and maintained of all complaints, investigations, responses and outcomes detailing 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> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Complaints record</li> <li>• Observations of care practice</li> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>



<ul style="list-style-type: none"> <li>○ any action plans</li> <li>○ the outcome of the investigation</li> <li>○ the complainant's response to the outcome.</li> <li>● Learning from complaints takes place and is built into the Service Provider's quality assurance framework.</li> <li>● Documented processes are in place with regard 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>● Any and all identified requirements to change systems and processes following learning from complaints is reflected in the Service Provider's policy and procedures.</li> </ul>	
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## Outcome 18: Records

### Service Users and where appropriate, their Carer and/or Representative experience:

Their health, best interests and rights being safeguarded by the Service Provider keeping accurate and up-to-date records of their support needs, key events, activities and for Staff who support them.

<b>Contract Evidence Requirements</b>	<b>Examples of how this may be evidenced</b>
<ul style="list-style-type: none"> <li>● An effective written or digital Records management system is in place which is: <ul style="list-style-type: none"> <li>○ documented as a procedure</li> <li>○ communicated to and understood by all relevant Staff</li> <li>○ implemented and monitored.</li> </ul> </li> <li>● All records kept for each Service User include clear, accurate contemporaneous and up-to-date information about their care and treatment. This information is made available to the Council immediately on request, or where not available, detailed reasons for the failure to provide the Records requested.</li> </ul>	<ul style="list-style-type: none"> <li>● Observations of environment</li> <li>● Service Provider audits, quality management and monitoring and feedback systems</li> <li>● Service Provider Policies and Procedures</li> <li>● Service User Daily Records</li> <li>● Service User Reviews</li> <li>● Service User Support Plans and associated documentation</li> <li>● Staff Supervision Records</li> <li>● Staff training records</li> </ul>

<ul style="list-style-type: none"> <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> <li>• All Records are stored securely in fireproof secure storage and in accordance with principles of confidentiality and the Data Protection Act 2018.</li> <li>• Records are shared using NHS Mail for safe data sharing and compliance with the Data Security and Protection toolkit in line with data protection principles</li> </ul>	<ul style="list-style-type: none"> <li>• Staff knowledge</li> </ul>
<ul style="list-style-type: none"> <li>• The Service Provider keeps a catalogue of all the relevant Records listed in the CQC Guidance for Providers 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 for Providers with the exception of Support Plans and associated documentation including risk assessments which must be retained for a minimum of seven 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> <li>• The Service Provider stores all confidential information safely and securely with access restricted to authorised personnel only.</li> <li>• Records are securely destroyed in line with the requirements of the Data Protection Act 2018.</li> <li>• 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>	<ul style="list-style-type: none"> <li>• Observations of environment</li> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Service User Daily Records</li> <li>• Service User Involvement Report</li> <li>• Service User Reviews</li> <li>• Service User Support Plans and associated documentation</li> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>

<ul style="list-style-type: none"> <li>• Staff given induction training about the principles of confidentiality and the Data Protection Act 2018 in all Staff inductions and has been signed and dated by all Staff.</li> <li>• Refresher training is undertaken where required.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Supervision Records</li> <li>• Staff training records</li> <li>• Staff knowledge</li> </ul>
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## Outcome 19: Requirements relating to Registered Managers

### Service Users and where appropriate, their Carer and/or Representative experience:

A quality Service led by a Registered Manager who is known to Service Users their Carers\Representative and is appropriately skilled and knowledge about the Service and the Service Users.

Contract Evidence Requirements	Examples of how this may be evidenced
<ul style="list-style-type: none"> <li>• A Registered Manager is in post (or is in the process of being registered with the CQC as the Registered Manager for the Service) with the relevant and appropriate skills and knowledge to enable them to provide a quality Service for Service Users and their Carers\Representative.</li> <li>• The Registered Manager must hold or be working towards an appropriate qualification as advised by Skills for Care.</li> <li>• In the absence of the Registered Manager processes are in place to ensure the Service continues to have appropriate management and oversight.</li> <li>• Changes to or long term absence (over 28 days) of the Registered Manager of the Service must be communicated with the Contract Monitoring Team within Council.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider Policies and Procedures</li> <li>• Service User /Carer /Representative /valid Power of Attorney testimony</li> <li>• Staff training records</li> <li>• Staff knowledge</li> <li>• CQC registration records</li> <li>• Minutes from Service User resident meetings</li> </ul>

## Outcome 20: Notifications

### Service Users and where appropriate, their Carer and/or Representative experience:

A well led Service that updates the CQC and the Council appropriately and in a timely manner.

Contract Evidence Requirements	Examples of how this may be evidenced
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<ul style="list-style-type: none"> <li>• The Service Provider must notify the CQC and the Council about all relevant changes, events and incidents that affect their service or Service Users in accordance with CQC Guidance for Providers.</li> <li>• Any regulatory notices, such as warning notices or notices of proposal are shared on the day of receipt with the Kirklees Council Contract Monitoring Unit.</li> <li>• Upon request copies of correspondence between the Care Home, CQC and other bodies, i.e. Fire Service and Environmental Health are shared with the Kirklees Council within 7 days of receipt\sending, whichever is later.</li> <li>• Notifiable events affecting Service User's welfare, health and safety are immediately reported to the CQC and to the Council.</li> <li>• Deaths of Service Users are reported without delay to Client Financial Affairs in accordance with the processes as defined by the Council.</li> </ul>	<ul style="list-style-type: none"> <li>• Service Provider audits, quality management and monitoring and feedback systems</li> <li>• Service Provider Policies and Procedures</li> <li>• Staff knowledge</li> </ul>
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## Appendix 1 - Document Reference Table

Adult Social Care Complaints, Compliments and Comments Procedures of the Council  
[Contact the council – Complaints and Compliments \(kirklees.gov.uk\)](#)

Care Quality Commission  
[Care Quality Commission \(cqc.org.uk\)](#)

Coalition for Personalised Care – Universal Principles for Advance Care Planning  
[Universal Principles for Advance Care Planning - Coalition for Personalised Care](#)

Controlled Drugs in Care Homes  
<https://www.cqc.org.uk/guidance-providers/adult-social-care/controlled-drugs-care-homes>

Enhanced Health in Care Homes Framework  
[NHS England » Enhanced Health in Care Homes Framework](#)

Health and Safety Executive – Health and safety in care homes  
[Health and safety in care homes HSG220 \(hse.gov.uk\)](#)

Information Sharing Gateway  
[Information Sharing Gateway](#)

Kirklees Council: Emergency Planning and Business Continuity Management Information and Templates  
[Kirklees Council – Emergency Planning \(kirklees.gov.uk\)](#)

Mental Capacity Act 2005  
[Mental Capacity Act 2005 \(legislation.gov.uk\)](#)

National framework for NHS continuing healthcare and NHS-funded nursing care  
[National framework for NHS continuing healthcare and NHS-funded nursing care - GOV.UK \(www.gov.uk\)](#)

National Infection Prevention and Control Manual For England  
[NHS England » National infection prevention and control \(england.nhs.uk\)](#)

No Secrets: guidance on protecting vulnerable adults in care  
[No Secrets: guidance on protecting vulnerable adults in care - GOV.UK \(www.gov.uk\)](#)

Protect- Speak up, Stop Harm  
[Protect - Speak up stop harm \(protect-advice.org.uk\)](#)

Joint Multi-Agency Safeguarding Adults Policy and Procedure  
[Safeguarding adults information for professionals \(kirklees.gov.uk\)](#)

Skills for Care: Care Certificate

Skills for Care: Care Quality Commission Regulations  
[Care Certificate \(skillsforcare.org.uk\)](#)

The Kirklees Integrated Community Equipment Service (KICES) Equipment Provision into  
Provider Care Home  
KICES Equipment into Care Homes Policy

Working Together to Safeguard Children  
Working together to safeguard children - GOV.UK ([www.gov.uk](http://www.gov.uk))

## Appendix 2 - Placement Agreement

### Placement Agreement Section 1



#### Form Details

Form Start Date:	Worker Name:
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#### Person Details

Name:	CareFirst ID:
DoB / EDD:	Gender:
Address:	Tel No:

#### General Information

(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")

The Service Provider and the Service User agree and declare that any agreement between themselves for the provision of personal care services that was formed prior to the date of this Placement Agreement shall cease to apply from the date of this Placement Agreement without prejudice to any rights either the Service Provider or the Service User may have against the other for any breach of that agreement prior to the date of this Placement Agreement

Name of Service Provider (Care Home)

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)

For deferred payment placements the termination date must be no more than 12 weeks from the commencement date

--

Council Budget Cost Code (Team Code)

--

Business Support Team (including email address)

--

#### Placement Agreement Type

Placement Agreement Type:

--

Residential or Nursing?

--

Produced on:

Report:

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### Placement Agreement Section 1

Placement Agreement Section 1

Name:	CareFirst ID:
Deferred Payment Agreement?	
<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>	
Please define the Service User Placement type...	
If Other (give details)	
<b>Placement Options</b>	
Please define the Placement Option:	
If Other, please specify other placement type...	
<b>Accommodation Type</b>	
Please select the Accommodation type:	
<b>Agreement of Personal Care Fee (a.k.a. Personal Budget)</b>	
Is the Personal Care Fee (a.k.a. Personal Budget) a standard fee rate determined by the Council? (The Personal Care Fee means the maximum price per week payable by the Council to the Service Provider for this Service User in return for providing the Services (other than Nursing Care), as set out in this Placement Agreement. In accordance with the Care Act, this is sometimes referred to as Personal Budget. From this point forward within this document the terminology of Personal Budget will be referred to as Personal Care Fee.)	
<b>Nursing Care Fee</b>	
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 £ .....	
<b>Joint Funded Care Fee</b>	
Is there an agreement for the Council to pay the Joint Funded Care Fee ("JFC Fee") on behalf of the NHS?	

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**Placement Agreement Section 1**

Name:	CareFirst ID:
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If 'Yes' what is the NHS contribution?


**Personal Care Fee - Long Stay**

LONG STAY ONLY

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.

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


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


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

SHORT STAY ONLY

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


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


**Third Party Contributions (AKA Third Party Top Up)**

Has a Third Party Contribution been agreed?

--	--

Third Party Contribution?

--

Name and Address of Third Party?

Relationship:

Name:

Address:

Email:

Phone:

Notes:

Produced on:

Report:

**Placement Agreement Section 1**

Name:	CareFirst ID:
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**First Party Contributions (AKA First Party Top Up)**

Has a First Party Contribution been agreed?
First Party Contribution?

**Additional Service Charges**

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 Plan and for which an additional charge may be made to the Service User.

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 Plan.

Please note the Council will not be liable for the non-payment of Additional Services.

**Miscellaneous**

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

**Details & Signatures of ALL Parties (i)**

<p><b>SERVICE PROVIDER SIGNATURE(s)</b></p> <p>Signed on behalf of the Service Provider:</p> <p>The Service Provider acknowledges that the terms of any agreement between the Service Provider and the Service User that was entered into before the date of this Placement Agreement shall cease to apply from and including the date of this Placement Agreement in relation to the placement of the Service User</p> <p><b>SIGNATORY 1</b></p> <p>Service Provider Duly Authorised Officer (signature)</p>	
Position held in the Organisation	
Service Provider Duly Authorised Officer (print name)	
Date signed	

**Placement Agreement Section 1**

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

**SIGNATORY 2 (if required by Service Provider)**  
**Service Provider Duly Authorised Officer (signature)**

Position held in the Organisation

**Service Provider Duly Authorised Officer (print name)**

Date signed

SAMPLE

**Details & Signatures of ALL Parties (ii)**

**SERVICE USER OR REPRESENTATIVE SIGNATURE**

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.

I acknowledge that I will remain responsible for paying all bills due and which remain unpaid under any agreement that I made with the Service Provider before the date of this Placement Agreement.

**Note for Agents/Attorneys - if you sign this agreement as an agent or attorney for the Service User then you will not incur personal liability under this agreement as long as you act within the authority that has been given to you by your principal (if you act as an agent) or within the authority that has been given to you under the terms of your Enduring or Lasting Power of Attorney (if you act as an attorney).**

I confirm that I have fully disclosed to Kirklees Council all my income, savings and assets that I own. I understand that Kirklees Council will carry out a new financial assessment if it transpires at any time that I have not made a full disclosure. I acknowledge and appreciate that if as a result of the new financial assessment I do not qualify for financial support from Kirklees Council then I will be responsible from the date of this agreement for paying the Service Provider personal care services fees at their rate from time to time for private individuals.

**Service User (signature)**

**Service User (print name)**

Produced on:

Report:

**Placement Agreement Section 1**

<b>Name:</b>	<b>Care First ID:</b>
<b>or REPRESENTATIVE SIGNING AT THE REQUEST AND DIRECTION OF THE SERVICE USER (SIGNATURE)</b> 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).	
Representative (print name)	
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 <b>I AM THE AUTHORISED REPRESENTATIVE AND IN RESPECT OF THE SERVICE USER</b> 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	

SAMPLE

Produced on:

Report:

**Placement Agreement Section 1**

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

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.

Note for Agents/Attorneys - if you sign this agreement as an agent or attorney for the Service User then you will not incur personal liability under this agreement as long as you act within the authority that has been given to you by your principal (if you act as an agent) or with the authority that has been given to you under the terms of your Enduring or Lasting Power of Attorney (if you act as an attorney).

Representative (print name)

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	
-------------	--

**Details & Signatures of ALL Parties (iii)**

**THIRD PARTY SIGNATURE(S)**

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.

**FIRST THIRD PARTY**

Third Party (print name)

Produced on:

Report:

Placement Agreement Section 1

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

Produced on:

Report:

**Placement Agreement Section**

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

**THIRD THIRD PARTY**  
Third Party (print name)

\_\_\_\_\_

Address of Third Party

\_\_\_\_\_

Contact Details of Third Party (Home Telephone Number)

\_\_\_\_\_

Contact Details of Third Party (Work Telephone Number)

\_\_\_\_\_

Contact Details of Third Party (Mobile Number)

\_\_\_\_\_

Third Party (signature)

\_\_\_\_\_

Date signed

**Details & Signatures of ALL Parties (iv)**

**COUNCIL SIGNATURE**

Signed on behalf of the Council:

Authorised Officer (signature)

\_\_\_\_\_

Authorised Officer (print name)

\_\_\_\_\_

Date signed

**Completion and Authorisation**

Completed By: Worker: Tel: Address:	Date:
--	-------

Authorised By: Tel:	Date:
------------------------	-------

Authorisation Comment:

Produced on: \_\_\_\_\_  
Report: \_\_\_\_\_ Page 9 of 9

<b>Form Details</b>	
Form Start Date:	Worker Name:
<b>Person Details</b>	
Name:	CareFirst ID:
DoB / EDD:	Gender:
Address:	Tel No:
<b>Section 2 - Revised Placement Termination</b>	
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

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

## Appendix 3 - Council Remittance/Payment Schedule: Payments to Provider

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

Provider Page 1 of 2

Date:

Batch ID:

Payments to

Provider Code:  
Creditor Number:  
Tel Number:

Contact Address:

**CLIENT FINANCIAL AFFAIRS**  
Kirklees Council  
Welfare & Exchequer Services  
Po Box 1683  
HUDDERSFIELD  
West Yorkshire  
HD1 9AP  
Tel: 01484 221000

Agreement Ref / Service	Weekly Rate	Payments Covering	Gross Cost	Contribution to Home	Net Payable	Reason
Client ID: _____		Client Name: _____				Basic Payment
	Totals for		_____	_____	_____	
	Totals for	:	_____	_____	_____	

**Payments to**

**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 the 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 \_\_\_\_\_

Date \_\_\_\_\_

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

## **Appendix 4 - 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 5 – Information Sharing Agreement

<b>No.</b>		
<b>Originator of Data</b>	Kirklees Council	
<b>Recipient of the Data</b>	The Service Provider	
<b>Type of Data being shared</b>	Person Led Assessments, Hospital Discharge Assessment Form, Care and Support plans	
<b>Specific Details on Data being shared</b>	<b>Service Users/Customer/Constituent/Client Data</b>	
	Name, Date of Birth, Gender	All collected
	Identifying numbers (E.g. National Insurance Number, NHS No., etc.)	All collected if relevant and choose to disclose
	Address, telephone number, email addresses, contact details	All collected if relevant and choose to disclose
	Next of Kin, Emergency Contact, Carer Details	All collected if relevant and choose to disclose
	Other (Should only be shared where there is a justifiable purpose)	<p>Details of care and support needs, including any relevant health need information</p> <p>If relevant for the purposes of meeting needs and choose to disclose the following are also collected and shared:</p> <p>GP details, Religious or cultural needs, race/ethnicity &amp; sexual orientation</p>

	<b>Staff/Personnel Data</b>	
	Name, Job Title, Work Base, Work Team, Line Manager	All may be collected regarding key workers and professionals involved in their care.
<b>Is the Data 'person identifiable'?</b>	Yes	
<b>Is the Data Subject aware that sharing will take place?</b>	Yes	
<b>Is the Data anonymised?</b>	No	
<b>Purpose for sharing Data</b>	To enable the persons' health and social care needs to be met	
<b>Legal basis for sharing Data</b>	6(1)(e) Public Interest/ Official Authority 9(2)(h) Medicine, Employee capacity, Medical Diagnosis, Health or Social Care	
<b>Benefit(s) of sharing Data</b>	To enable the persons' health and social care needs to be met	
<b>Risk factors involved with sharing Data</b>	Sending data to the wrong place Data being misused	
<b>Desired outcomes from sharing Data</b>	To enable the persons' health and social care needs to be met	
<b>Limits and/or restrictions on sharing</b>	To only be used to meet someone's health and social care needs	

## **Appendix 6 - Net Placement Recovery Procedures for Residential and Nursing Care 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

### **Payments Team**

Tel: 01484 221000 ext. 71617

Email: [CFA.Payments@kirklees.gov.uk](mailto:CFA.Payments@kirklees.gov.uk)

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

Welfare & Exchequer Services, Client Financial Affairs, PO Box 1720, Huddersfield, HD1 9EL

## **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 Care 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 Reviewed: May 2022

# Appendix 7 – Bank or Building Society 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.

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

**NAME OF HOME**

**COMPANY/PERSON TO SEND PAYMENT INFORMATION TO, IF DIFFERENT**

**ADDRESS**

Telephone No \_\_\_\_\_  
 Fax No \_\_\_\_\_  
 Email Address \_\_\_\_\_

### BANK / BUILDING SOCIETY DETAILS

Name of Bank/Building Society \_\_\_\_\_  
 Full Address \_\_\_\_\_  
 Bank Sort Code \_\_\_\_\_  
 Bank Account No \_\_\_\_\_  
 Account Name (eg A B BLO GGS) \_\_\_\_\_  
 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 \_\_\_\_\_


### FOR OFFICE USE ONLY

CHANGE OF OWNERSHIP   
 SOLVENCY/RECEIVERSHIP   
 OTHER

CHANGE OF ACCOUNT ONLY   
 NEW HOME SETUP

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Verified \_\_\_\_\_ Date \_\_\_\_\_

## Appendix 8 – Service User Room Relocation Request Form

<b>Kirklees Council Adult Social Care</b>			
<b>Service User Room Relocation Request Form</b>			
Care Home Name			
Name of Care Home Representative Completing Form			
Service User Name			
<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"/>
Team Manager Signature			
Team Manager Name (Print)			
Date			
Team Manager to return completed and signed form to: Welfare & Exchequer Services, Client Financial Affairs, PO Box 1683, Huddersfield, HD1 9AP			
<i>For official use only</i>			
Payment Record Altered (Date)	<input type="checkbox"/>	Care First Altered (Date)	<input type="checkbox"/>



## Appendix 9 – 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 (for long stay Service User use previous home address)	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: \_\_\_\_\_