



STRATEGIC INNOVATION & PEER LEARNING
In housing, health, care and support

TOOLKIT

AN INTEGRATED CARE AND SUPPORT CONTRACT



EXTRA CARE HOUSING SCHEME
AGREEMENT FOR THE PROVISION OF
CARE AND HOUSING RELATED SUPPORT

Provider

Service **Extra Care Housing Scheme at**

Agreement No

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Section A

Authorised Signatories to the Agreement & Definitions of Terms

A1 This Agreement will commence on the:

A2 and will end on the: **DD MMM YY Unless extended for a further period in accordance with Clause 1.1 schedule 3 or terminated earlier in accordance with the terms of this Agreement.**

A3 This Agreement is made between:

(the Service Purchaser)

A4 and:

(the Service Provider)

A5 for the provision of:

Extra Care

(the Service).

A6 For the purpose of this Agreement the Service Purchaser's Contact will be:

If invoices are required in respect of this Agreement, they should be sent to:

A7 and the Service Provider's Contact will be:

Section A Continued

Authorised Signatories to the Agreement & Definitions of Terms

A8 Authorised Signatories to the Agreement:

Provider:

Service:

Agreement No:

This Agreement has been duly executed as a DEED on the day and year first above written:

Executed as a DEED by
whose
Common seal was attached
In the Presence of

Authorised Officer :

Executed as a DEED on behalf of
By:

Position:

Signature:

Date:

Section A Continued

Authorised Signatories to the Agreement & Definitions of Terms

A9 Definition of Terms:

'Agreement' – this Agreement which consists of Sections A, B, Schedules and any Appendices.

'Agreement Period' – the period of the Agreement from its commencement date as shown in Condition A1 and its termination date as shown in Condition A2.

'Allocations Panel' – the panel of appropriate representatives who consider eligibility, allocations and referrals to the Extra Care Housing scheme.

'Allocations Process' – Allocations to the Extra Care Housing Scheme will be via xxxxxxxx. This will require applicants to have both a housing assessment and a care & support assessment which will need to be reviewed prior to allocation.

'Appendices' – appendices to this Agreement.

'Caldicott Principles' - a set of standards identified by the 1997 Caldicott Committee, which govern the use of personally identifiable information in the health service and councils with social services responsibilities.

'Care' as set out in Schedule 2 and more particularly defined in the individual Service User's Care Plan and Purchase Order.

'Care Hour' as described in the Purchase Order.

'Care Plan'- the Service Purchaser's form, which is an agreement between the Service Purchaser and Service User as to the Service User's assessed needs and details of services to be provided. Attached at Appendix 5

'Care Quality Commission' - the independent regulator of health and social care in England.

'Communities and Local Government' the government department responsible for funding the national Supporting People programme.

'Contacts' – the people responsible for dealing with contractual issues pursuant to this Agreement on behalf of the Service Purchaser and the Service Provider as set out in Conditions A6 and A7.

'Contract Hour' - means an hour spent by the Service Provider in providing the Service.

'xxxxxxxxxxxxx' - is the Choice Based System for letting vacant social housing (council and housing association) to rent and affordable housing property to buy or rent/part buy in xxxxxxxxxx. Choice-based Lettings enables individuals to have a greater role in deciding where they wish to live and provides a much more transparent housing system. Housing need is assessed and individuals 'bid' on suitable social housing throughout xxxxxxxxxx. The vacancy is allocated to the bidder in the most housing need.

'Day Time Care and Support' - the part of the Service delivered between the hours of 8.00am and 10.00pm

'Default' – any failure on the part of the Service Provider to carry out its obligations under the Agreement.

'Default Notice' – a notice which the Service Purchaser issues to the Service Provider setting out the nature of the Default and the time scale in which it must be put right. Any such time scale must be reasonable in all the circumstances.

'Dependency Matrix' – a matrix to be agreed by the Extra Care Monitoring group to monitor the ratio of need in the Extra Care Scheme.

'Duly Authorised Signatories' – the persons who are entitled to sign this Agreement on behalf of the Service Purchaser and the Service Provider.

'Enhanced Criminal Records Bureau Check' – a Criminal Records Bureau Enhanced Disclosure which for the avoidance of doubt shall include a check of the Children and / or Vulnerable Adults barred lists.

'Extra Care Housing Scheme' – a social housing development where the Service is available to Service Users. In this Agreement this is xxxxxxxxxxxxxxxx

'Extra Care Monitoring Group' – a group of appropriate representatives of funding bodies and stakeholders, operating under appropriate terms of reference which forms Appendix 3, who will monitor the performance of the Agreement.

'Fair Access to Care Services (FACS)' – the process by which a Service User's eligibility for receipt of the Service will be determined, following an assessment of need and risk undertaken by the Service Purchaser.

'Fairer Charging' the Service User's contribution towards their Care, to be determined by the Service Purchaser following a Fairer Charging Assessment, in accordance with Section 17 of the Health and Social Services and Social Security Adjudications Act 1983.

'Financial Year' means the period 1 April to 31 March

'General Change in Legislation' means a change in law which comes into effect after the Commencement date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Service provider) or which would affect or relate to a comparable supply of service of the same or a similar nature to the supply of the Services

'Housing Provider' - the individual or organisation responsible for providing the accommodation and housing management in an Extra Care Housing Scheme. In this Agreement this is xxxxxxxxxxxxxxxx.

'Housing Related Support' – as set out in Schedule 2 and more particularly defined in the Integrated Care and Support Plan.

'Implementation Period' – means the period from the Commencement Date to the achievement of the 30/30/40 ratio.

'Integrated Care and Support Plan' – the individual plans developed and used by the Service Provider to deliver the Care and Housing Related Support in a holistic way, which shall form part of this Agreement.

'Memorandum of Understanding' – An agreement between the Service Provider and the Housing Provider where the Registered Social Landlord is different from the Registered Care Provider.

'Night Time Care and Support' the part of the Service delivered between the hours of 10.00pm and 8.00am.

'Parties' – those individuals or organisations listed in Conditions A3 and A4.

'Pilot' – a three year period from the start of this contract during which the Service Purchaser and Service Provider will work in partnership to develop a template for new build Extra Care schemes. Any disputes between the parties will be approached in the spirit of partnership working and will in the first instance be referred to the Extra Care Monitoring Group.

'Price' – the Price set out for the Service in Schedule 4 of the Agreement.

'Purchase Order' – the form issued by the Service Purchaser for each individual Service User which specifies the Service to be delivered by the Service Provider and/or any amendment to such a Service. Where the Purchase Order is issued in respect of an individual Service User it shall incorporate the Conditions of this Agreement.

'Quality Assessment Framework' - the document published by Communities and Local Government and used by the xxxxxx Supporting People Team to undertake Service Reviews for Housing Related Support.

'Regulatory Bodies' – organisations that have a statutory responsibility for regulating the services provided by a Service Provider.

'Serious Default' – a Default which materially prejudices the health, safety or welfare of a Service User or Service Users.

'Service' – the extra care service which is an integrated service of Care and Housing Related Support provided to individual Service Users by a 24 hour seven days a week staff team on site at the Extra Care Housing Scheme to enable the Service Users to remain in their own homes for as long as possible and which is provided in accordance with the conditions of this Agreement, the Service Specification and the Appendices.

'Service Provider' – the individual or organisation responsible for providing the Service, as set out in Condition A4.

'Service Purchaser' – xxxxxxxx Council or any successor, as set out in Condition A3.

'Service Specification' – the details of the Service to be provided set out in Schedule 1 of this Agreement.

'Service User' – an individual who resides at the Extra Care Housing Scheme and uses the Service under this Agreement.

' Specific change in Legislation' means a change in law which comes into effect after the Commencement Date that relates specifically to the business of the Service Purchaser and which would not affect a comparable supply of service of the same of a similar nature to the supply of the Services.

'Standards'– as set out in schedule 1 Clause 13.

'Supporting People Funding' – the funding paid from the Area Based Grant to the Service Provider for the purpose of funding Housing Related Support.

'Team Manager' an employee of the Service Purchaser responsible for arranging Care services on behalf of the Service Purchaser.

'TUPE' – the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive.

'Variation Agreement' – a letter which sets out a variation to the Agreement agreed and signed by both Parties.

'VAT' – Value Added Tax.

'Working Days' – between 9.00am and 5.00pm Monday to Friday inclusive, but does not include any days that are Bank Holidays or public holidays.

- A9.1 The headings in this Agreement are inserted for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- A9.2 Words denoting the singular include the plural and vice versa.
- A9.3 Words denoting one gender include all genders.
- A9.4 Words denoting individuals or persons include bodies corporate and trusts and vice versa.
- A9.5 Reference to any statute or statutory provision, guidance documents or policies includes a reference to the statute or statutory provision, guidance documents or policies as from time to time amended, extended, re-enacted, revised or updated.
- A9.6 Any Appendices to this Agreement and attached hereto form part of and shall be deemed to be incorporated in this Agreement form part of this Agreement and the Service Provider shall conform fully with all details of the Appendices.
- A9.7 In the event of any conflict between any Condition of this Agreement and the Appendices hereto the Condition of this Agreement shall prevail.

Section B

Standard Conditions

B1 Complete Agreement

- B1.1 This Agreement shall be the only valid agreement made between the Service Provider and the Service Purchaser for the Service specified and it supersedes all other written agreements except those where both Parties agree otherwise.

B2 Variations

- B2.1 Variations to this Agreement shall only be made in writing in the form of a Variation Agreement agreed and signed by both Parties.

B3 Sub-Contracting & Assignment

- B3.1 The Service Provider shall not assign this Agreement or any part thereof or the benefit or advantage of this Agreement or any part thereof to any individual or organisation without the prior written consent of the Service Purchaser, except for the hiring of agency staff in cases of emergency or to cover absence. All agency staff shall be subject to the same vetting arrangements as staff employed directly by the Service Provider. Subject to this Condition B3.1, where the Service Provider enters into a sub-contract with a supplier or contract for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Service Provider within a specified period not exceeding 30 days from the receipt of a valid invoice.
- B3.2 Where the Service Purchaser has consented to the Service Provider sub-contracting any part of the Service, the Service Provider shall remain responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor's agents or employees in all respects as if they were the acts, defaults or negligence of the Service Provider or the Service Provider's agents, or employees;
- B3.3 In the event that the business of the Service Provider is sold or otherwise passed to a new owner, or there is a change in control of its business the Service Provider shall inform the Service Purchaser of this no less than 21 Working Days before the sale, transfer or change in control is to take effect. The Service Purchaser may, at its discretion, either approve or withhold consent to assign this Agreement and upon such terms as the Service Purchaser shall decide.
- B3.4 Upon written consent being given to assignment taking place, the Service Provider named in this Agreement shall be released from all obligations contained under this Agreement with the exception of any existing claims, debts or liabilities on its part.

B4 Agency

- B4.1 The Service Provider or anyone employed by the Service Provider shall not hold themselves out as being the agent or servant of the Service Purchaser, or enter into any contract or bind the Service Purchaser to any undertaking unless agreed in writing by the Service Purchaser.

Section B Continued

Standard Conditions

B5 Default

- B5.1 If the Service Purchaser considers that the Service Provider is in Default of its obligations under this Agreement and such Default is capable of remedy, the Service Purchaser shall issue a Default Notice setting out the nature of the Default specifying a reasonable time scale within which the Default shall be put right.
- B5.2 If the Default has not been put right within the specified time scale stated in the Default Notice, or the Default is not capable of remedy, the Service Purchaser will be entitled to terminate this Agreement with immediate effect.
- B5.3 If the Default is a Serious Default (and if it is, then the Default Notice must say so), then the Service Purchaser shall be entitled to terminate this Agreement with immediate effect and/or take whatever other action may reasonably be deemed necessary to protect the health, safety or welfare of any or all of the Service Users.
- B5.4 Where appropriate the Service Purchaser may also inform any relevant Regulatory Bodies or other Local Authorities, or temporarily or permanently remove the Service Provider from any list of approved providers.
- B5.5 The Service Purchaser may request that the Service Provider suspends performance of the Service or any part thereof whilst any investigation into an alleged Default or Serious Default, is carried out by the Service Purchaser. The Service Purchaser will be entitled to provide or ask a third party to provide the Service or any part thereof during this period. The Price shall continue to be payable during such period of suspension.
- B5.6 If the Service Purchaser suspends the performance of the Service or any part thereof to investigate the Default or Serious Default and such investigation results in the Agreement being terminated in accordance with B5.2 or B5.3, then the Service Provider shall repay the entire Price paid to the Service Purchaser during such period of suspension.

B6 Disputes

- B6.1 As a pilot the Service Provider and Service Purchaser shall use their best endeavours to resolve by agreement any dispute between them. In the first instance disputes should be referred to the Extra Care Monitoring Group before entering into the formal contractual Dispute procedure.
- B6.2 In order to resolve a dispute, either may use the following procedure: -
- B6.2.1 Request a meeting between the Service Purchaser's and Service Provider's Contacts within 10 Working Days, or such other period that might be agreed.
- B6.2.2 If the dispute remains unresolved, then a further meeting involving senior representatives of the Parties may be requested within a further 10 Working Days, or such other period that might be agreed.
- B6.2.3 If the dispute is still not resolved, then the matter may, if both Parties agree, be referred to independent mediation as soon as reasonably practicable. The mediator shall be an individual or organisation agreeable to both Parties. The costs of mediation shall be borne in equal parts between the Parties.

Section B Continued

Standard Conditions

B6.2.4 If the matter cannot be satisfactorily resolved through mediation, then the matter may, if both Parties agree, be referred to an independent arbiter agreed by both Parties. Responsibility for the costs of arbitration shall be decided by the arbiter.

B6.3 Use of the dispute procedure set out in this Agreement will not delay, or take precedence over, any use of the Default or Termination procedures and shall not limit the Parties right to commence any proceedings in any court of competent jurisdiction in England and Wales.

B7 Insurance

B7.1 Without thereby limiting its responsibilities under Condition B8.1, the Service Provider shall maintain the following minimum insurance cover with a reputable insurance company and provide to the Service Purchaser, upon request, written evidence that cover is in place. The Service Provider shall also ensure that any sub-contractors who are providing any or all of the Service on their behalf take out and maintain equivalent insurance:

B7.1.1 Employers' Liability Insurance for an amount not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements;

B7.1.2 Public Liability Insurance for an amount not less £5 million or such greater sum as the Service Provider may choose for each and every claim, act or occurrence or series of claims, acts or occurrences and the Service Provider's insurance policy effecting such cover shall have the interest of the Service Purchaser endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Service Purchaser;

B7.1.3 Where relevant to the Service provided, Professional Indemnity Insurance for an amount not less than £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

B8 Liabilities & Indemnities

B8.1 The Service Provider shall indemnify the Service Purchaser and keep indemnified the Service Purchaser against the injury to or death of any person or persons, and loss of or damage to any property including property of the Service Purchaser arising out of or in connection with the provision of the Service and against all loss, damage or liabilities suffered by the Service Purchaser arising from the Service Provider's breach of this Agreement and any breach of legislation except and to the extent that it may arise out of the act, default or negligence of the Service Purchaser its employees or agents not being the Service Provider or employed by the Service Provider and except as aforesaid against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto.

B8.2 The Service Provider's liability and indemnity to the Service Purchaser arising under Condition B8.1 shall be without prejudice to any other right or remedy available to the Service Purchaser including the ability / right of the Service Purchaser to enforce any bond, or guarantee given to the Service Purchaser.

Section B Continued

Standard Conditions

- B8.3 Save only in respect of liabilities for death or personal injury resulting from the negligence of the Service Purchaser or its servants the Service Purchaser shall not be liable for any loss or damage whether caused by the negligence of the Service Purchaser or its servants or agents or in any other way whatsoever and the Service Purchaser shall in no circumstances be liable to the Service Provider for any loss of profit, business or production or any similar loss or damage whether direct indirect or consequential howsoever caused.
- B8.4 The Service Purchaser in no way warrants the truth or accuracy of any representation which may have been made to the Service Provider prior to its entering into this Agreement and the Service Provider acknowledges that it did not rely upon any representation made by or on behalf of the Service Purchaser when entering into this Agreement.

B9 Confidentiality & Data Protection

- B9.1 The Service Provider shall comply in all respects with the requirements of the Data Protection Act 1998 and Caldicott Principles in so far as they apply to the Service. The Service Provider shall provide sufficient guarantees in respect of the appropriate technical and security measures taken with regard to all processing of Service User information, to ensure compliance with the obligations imposed by the seventh Principle of the Data Protection Act 1998.
- B9.2 The Service Provider shall take all reasonable steps to ensure that all information concerning Service Users is treated as confidential and must not divulge or allow to be divulged such information except to the extent permitted under this Agreement or authorised by the Authorised Officer. Any breach in confidentiality may be reason for ending this Agreement.
- B9.3 The security, safety and well-being of Service Users takes precedence over issues of confidentiality and accordingly where the Service Provider has received information that a Service User may be at risk, the Service Provider shall report this immediately to the Service Purchaser and co-operate fully with any subsequent procedures.
- B9.4 Each Party shall ensure that all significant information it receives concerning the Service User, for example where circumstances change, is made available to the other Party.
- B9.5 The Service Provider shall indemnify and keep the Service Purchaser indemnified against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Service Purchaser for breach of statutory duty under the Data Protection Act 1998 which arises from the use disclosure or transfer of any personal data or sensitive personal data by the Service Provider or any of the Service Provider's personnel, agents or sub-contractors.
- B9.6 The Service Provider and the Service Provider's staff shall regard as confidential and shall not disclose to any person other than a person authorised by the Service Purchaser any information acquired by the Service Provider or the Service Provider's staff in or in connection with the provision of the Service concerning the Service Purchaser or any body or person with whom the Service Purchaser has dealings.

Section B Continued

Standard Conditions

B10 Freedom of Information Act 2000

- B10.1 Information provided by the Service Provider relating to this Agreement is not exempt information under the Freedom of Information Act 2000 ("the Act") and nothing in this Agreement shall inhibit the Service Purchaser in complying with its obligations under the Act.
- B10.2 Information provided to the Service Provider by the Service Purchaser in relation to this Agreement and which is exempt from disclosure under the Act shall not be disclosed by the Service Provider to any person or organisation without the consent of the Service Purchaser.
- B10.3 The Service Provider shall comply promptly and fully with all reasonable requests made by the Service Purchaser to enable the Service Purchaser to comply with the Act.

B11 Legislative Requirements

- B11.1 The Service Provider shall comply with all relevant current and future legislation required in the provision of this Service. The Service Provider shall be given reasonable time, unless directed by the legislation, to comply with any new legislation.
- B11.2 The Service Provider shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Agreement nor be entitled to an increase in the price as the result of :
- (a) A General Change in legislation; or
 - (b) A Specific Change in legislation where the effect of that Specific Change in legislation on the Services is known at the Commencement date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.
- B11.3 If a Specific Change in legislation occurs or will occur during the Agreement period (other than those referred to in Condition B11.2 above), the Service Provider shall notify the Service Purchaser of the likely effects of that change, including;
- (a) whether any change is required to the Services, the Price or the Agreement; and
 - (b) whether any relief from compliance with the Service Provider's obligations is required including any obligation to achieve any milestone or to meet any service level requirements at any time

- B11.4 As soon as practicable after any notification in accordance with Condition B11.3 the Parties shall discuss and agree the matters referred to in that Condition and any ways in which the Service Provider can mitigate the effect of the Specific Change of legislation, including;
- (a) providing evidence that the service provider has minimised any increase in costs or maximised any reduction in costs;
 - (b) demonstrating that a foreseeable Specific Change in legislation has been taken into account by the Service Provider before it occurred;
 - (c) giving evidence as to how the Specific Change in legislation has affected the cost of providing the Services; and
 - (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

B12 Equal Opportunities & Race Relations Amendment Act 2000

- B12.1 The Service Provider shall operate an equal opportunities policy for as long as this Agreement is in force and provide the Service Purchaser with a copy of the policy and updates as requested.
- B12.2 The Service Provider shall ensure that the equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation. This will relate to decisions made by the Service Provider in the recruitment, training or promotion of staff employed or to be employed in the provision of the Service and the carrying out of obligations under this Agreement.
- B12.3 In providing the Service, the Service Provider shall observe the Commission for Racial Equality's Code of Practice for Employment, (the "Code"), any updates to the Code, or any code which may replace it. The Service Provider shall provide the Service Purchaser with such information as may be reasonably required in order to assess the Service Providers compliance with the Code.
- B12.4 If any Court or Tribunal, or the Commission for Racial Equality, or any body which may replace the Commission, finds that the Service Provider has unlawfully discriminated against any person, in the provision of the Service, then the Service Provider shall take all necessary action to prevent the recurrence of unlawful discrimination and shall notify the Service Purchaser in writing of the finding and the action taken.
- B12.5 The Service Provider shall, in providing the Service, give appropriate consideration to each Service User's race, nationality, cultural or ethnic background, marital status, age, gender, religion, sexual orientation and disabilities.

Section B Continued

Standard Conditions

B13 Human Rights Act 1998

B13.1 The Service Provider acknowledges that:

B13.1. in performing its obligations under this Agreement it may be a public authority for the purposes of the Human Rights Act 1998; and

B13.1. that it is unlawful to exercise functions which are of a public nature in a way that is incompatible with the rights set out in the European Convention of Human Rights and the Human Rights Act 1998.

B13.2 In providing the Service, the Service Provider will be subject to the same duty in respect of human rights (being those stipulated in the Human Rights Act 1998) as if it were the Service Purchaser.

B13.3 In the event that the Service Purchaser becomes aware of any act, or failure to act, on the part of the Service Provider that directly contravenes or falls short of the statutory requirements of the Human Rights Act 1998, then the Service Purchaser shall notify the Service Provider to either undertake, or refrain from undertaking, such specific acts. The Service Provider shall rectify such contravention by undertaking, or refraining from undertaking such acts as soon as practicably possible, but in any case, within 10 working days of receipt of such notification from the Service Purchaser.

B14 Contracts (Rights of Third Parties) Act 1999

B14.1 Neither the Service Purchaser nor the Service Provider intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

B15 Health & Safety

B15.1 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and shall upon request provide the Service Purchaser with a copy of the Service Provider's risk assessment under any of the forgoing.

B15.2 For as long as this Agreement is in force the Service Provider shall have in place a health and safety policy which complies with all statutory requirements.

B16 Statutory Duties & Local Authority Requirements

B16.1 In order that the Service Purchaser may comply with its statutory duty, in particular with regard to Best Value under Part 1 of the Local Government Act 1999, the Service Provider shall make available such facilities and assistance as may be reasonably requested, provided that the Service Purchaser has given reasonable notice and this does not present an unreasonable cost to the Service Provider and is subject to Condition B9 of this Agreement.

Section B Continued

Standard Conditions

B16.2 Subject, where necessary, to individual employee consent, the Service Provider shall allow the Service Purchaser's employees or authorised agents access to employees and all information, reports, financial accounts, documents, records and data which are relevant to this Agreement or the Service provided. The Service Provider shall permit the Service Purchaser to take copies of this information and shall ensure that any information or reports made available under this Condition are treated as confidential information and therefore subject to the provisions of Condition B9 of this Agreement.

B16.3 The Service Provider shall take all reasonable steps to prevent fraud by employees and the Service Provider (including its shareholders, members, directors) in connection with the receipt of monies from the Service Purchaser. The Service Provider shall notify the Service Purchaser immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

B16.4 The Service Provider shall not, whether itself, or by any person employed by it to provide the Service, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Service other than charges properly approved by the Service Purchaser in accordance with the provisions of this Agreement.

B16.5 **Criminal Record Bureau Checks**

B16.5. The Service Provider shall ensure that all members of staff and volunteers engaged in the provision of the Service have undertaken an Enhanced Criminal Records Bureau Check and the Service Provider shall provide the Service Purchaser with details of individual Enhanced Criminal Records Bureau Check certificate reference numbers for all employees likely to be engaged in the provision of the Service concerned and ensure this information is updated as required. Enhanced Criminal Record Bureau checks must be renewed every three years.

B16.5. The Service Provider will in the light of any information forthcoming as a result of action undertaken in accordance with Condition B16.5.1 determine whether the staff member or volunteer may continue to work in the Service being provided under this Agreement.

B16.6 **Safeguarding Adults**

B16.6. The Service Provider shall act in accordance with xxxxxxxxxxxx Safeguarding Adults Policy and the Disclosure Act 1998 to ensure appropriate action is taken in response to the suspicion or evidence of abuse or neglect (including whistle blowing) to ensure the safety and protection of Service Users.

B16.6. The Service Provider shall comply with those requirements of the Supporting People Quality Assessment Framework (Level B) published by the Communities and Local Government (or its successor in title) from time to time which relate to protection from abuse and shall, at the request of the Service Purchaser from time to time, demonstrate its agreement and compliance with those requirements to the reasonable satisfaction of the Service Purchaser.

Section B Continued

Standard Conditions

B16.7 Complaints

B16.7. The Service Provider shall maintain a complaints procedure for Service Users and shall provide a copy to the Service Purchaser on request. The Service Provider's Complaints Procedure shall either be approved by the Service Purchaser or comply with the requirements of any Regulatory Body to which the Service Provider is subject.

B16.8 Conflicts of Interest

B16.8. The Service Provider shall notify the Service Purchaser immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Service Purchaser and any other client of the Service Provider and the Service Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Service Purchaser.

B17 Access

B17.1 The Service Provider shall not restrict any form of reasonable access by the Service Purchaser's representatives to any member of staff or any Service User who is in receipt of a Service under this Agreement or to any records or documents pertaining to the Service User, or to any buildings belonging to or controlled by the Service Provider.

B17.2 Whenever possible, the Service Provider shall be given reasonable notice of a visit by a representative from the Service Purchaser.

B17.3 The Service Purchaser reserves the right to visit the Service provided under this Agreement unannounced to ensure compliance with the Service Provider's own Policies and Procedures and to ensure the consistent performance of the Service.

B17.4 In visiting or inspecting the provision of the Service, the Service Purchaser shall have due regard for the nature of the Service being provided particularly where this involves sensitive Services for vulnerable Service User groups.

B18 No Waiver

B18.1 If either Party fails to insist upon the other Party upholding any part of this Agreement, it does not mean the condition in question no longer applies.

B19 Declaration of Interests

B19.1 The Service Provider shall inform the Service Purchaser in writing of any elected Council Member or employee of the Service Purchaser who are involved in any way with the Service Provider at any time in the duration of this Agreement.

B20 Formal Communications

B20.1 All formal communications concerning this Agreement shall be made in writing to the relevant Contact persons as set out in Conditions A6 and A7 of this Agreement.

Section B Continued

Standard Conditions

B21 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

B21.1 The Service Purchaser makes no assurance or representations as the effect of the Transfer of Undertakings (Protection of Employment) Regulation 1981 (“the Regulations”) on the Agreement.

The Service Provider acknowledges that it has formed its own view as to whether the Regulations apply to the Services which are the subject of the Agreement. It is agreed by the Parties that the Price shall not be varied after the Agreement comes into force on the ground that the Regulations do or do not apply to the Agreement (irrespective of the belief of either Party prior to the signature of the Agreement as to the legal effect of the Regulations).

The Service Provider shall provide pension rights to any transferring employees that are the same as or are broadly comparable to or better than those the transferring employees had prior to any transfer affected by the award of this Agreement.

No compensation or remuneration shall be payable by the Service Purchaser where the nature, extent, effect or character of any obligations acquired by the Service Provider under this Agreement as a result of the effects of the Regulations may be different from that envisaged.

B21.2 The Service Provider shall not in anticipation of the termination of this Agreement, change the identity of any of the employees engaged in providing the Service, increase or decrease the number of employees, (other than a decrease in the number of employees due to an employee having voluntarily tendered his or her resignation in accordance with his or her contract of employment and not as a result of any breach of the same or of any statutory obligation by the Service Provider) or vary any of the terms and conditions on which they are employed unless otherwise agreed in writing by the Service Purchaser and shall indemnify the Service Purchaser against any breach of this Condition.

B21.3 The Service Provider undertakes to comply at all times with the requirements of TUPE. The Service Provider shall indemnify the Service Purchaser (from and against and hold it harmless from) all actions, proceedings, costs, claims and demands made by any person in connection with or in respect of:

B21.3.1 any failure by the Service Provider to comply with applicable statutes, laws, regulations and agreements relating to TUPE;

Section B Continued Standard Conditions

- B21.3.2 any termination of employment whether for wrongful dismissal, unfair dismissal, redundancy pay (statutory, contractual or otherwise), compensation for failure to consult, pay in lieu of notice, dismissal at common law or otherwise; and/or
- B21.3.3 any claim arising out of any breach by the Service Provider (or relevant employee) of any obligation in connection with or under any contract of employment or arising out of any other obligation, statutory or otherwise to such person and including without limitation all liabilities arising in relation to any claim in respect of death, personal injury, disease or illness.
- B21.4 This Condition B21 shall survive termination of this Agreement.

B22 Governing Law and Jurisdiction

- B22.1 This Agreement shall be governed by and construed in accordance with English Law, and the English courts shall have exclusive jurisdiction to settle any disputes which may arise between the Parties out of or in connection with this Agreement.

Schedule 1

Service Specification

1 Introduction

- 1.1 This specification is for the provision of an integrated Care and Housing Related Support service for people living in an Extra Care Housing Scheme. The purpose of this specification is to protect the Service User. In providing services on behalf of the Council, all Service Providers will be expected to maintain high professional standards in carrying out their work. In commissioning these services, the Council will be expected to maintain high professional standards in carrying out their role.
- 1.2 The Extra Care Housing Scheme entails the provision of rented and/or owner-occupied housing with a range of design features and services that enable vulnerable adults and older people to self-care for longer, promote their independence and facilitate them remaining in their own homes where they might otherwise have to move to a care home environment. The objective of the Council is to enable Service Users to receive the best possible support services in accordance with the lifestyle and wishes of each individual.
- 1.3 An important defining feature of the Extra Care Housing Scheme, as distinct from other forms of sheltered housing, is the 24 hour presence of a care or combined care and housing-related support provider. The advantage of commissioning an integrated Care and Housing Related Support service is that Service Users receive a 'seamless service', with both their Care and Housing Related Support needs being met by a small, dedicated team of workers.
- 1.4 Due to the inclusion of personal care services in the Service to be provided, the Service Provider must be a domiciliary care provider registered with the Care Quality Commission (CQC).
- 1.5 The Service to be provided in the Extra Care Housing Scheme is intended to support independence, achieved by enabling people to do things for themselves rather than doing things for them. In delivering the Service every opportunity should be taken, through re enablement, to maximise the Service User's capacity to carry out tasks themselves.
- 1.6 Whilst the Service to be delivered is to meet needs identified in Service Users' Integrated Care and Support Plans, an element of flexibility is built in to enable staff to respond flexibly to temporary and unpredictable fluctuations in need, and to emergencies.

Schedule 1 Continued

Service Specification

- 1.7 Where the Service Provider is **NOT** also the landlord, the Service excludes any aspect of housing provision, building, community alarm provision or housing management, which will be undertaken by the Housing Provider. However, the Service Provider must develop and maintain a close, collaborative working relationship with the Housing Provider to ensure that the Service and housing management within the Extra Care Housing Scheme are carried out in a way that provides a seamless service for Service Users. The Service Provider will work in conjunction with the Housing Provider to develop a Memorandum of Understanding which should identify to whom the property belongs, the Housing Providers relationship with the Service Provider and their relative responsibilities. This memorandum will include such things as rent collection, disposal of clinical and general waste, property maintenance, repairs needed and other housing management functions. The Memorandum of Understanding and relationship will be monitored by the Extra Care Monitoring Group.
- 1.8 In accordance with the Memorandum of Understanding (see Schedule 1 1.7), the Service Provider will be expected to work to ensure the success of the Extra Care Housing Scheme as a whole.

2 Objectives

- 2.1
- To develop or sustain Service Users' capacity to live independently within the community;
 - To reduce the number of people entering into residential or nursing home care;
 - To reduce the number of emergencies amongst people living independently, which might result in more intensive services being required;
 - To reduce the number of emergency admissions to hospital;
 - To increase the number of people able to remain in the community setting of their choice;
 - To reduce the likelihood of Service Users losing their homes;
 - To facilitate timely and safe discharge from hospital;
 - To provide support to carers;
 - To maximise the number of people who are supported to participate in community activities;
 - To facilitate and assist communication between the Service User and the Housing Provider

3 Outcomes

3.1 General Outcomes

3.1.1 Outcome 1 Introduction to and maintenance of social contact and company to enhance quality of life

- The quality of life for Service Users will be maintained or improved;
- Service Users will be supported to participate in and contribute to other community activities otherwise unavailable to them;

Schedule 1 Continued

Service Specification

- Service Users will be able to exercise greater self-determination;
- Service Users will feel less isolated;
- The risk of Service Users being socially excluded will be reduced.
- Carers will feel better supported;
- Enable Service Users to participate in local community and behave with respect and combat isolation.

3.1.2 **Ensure personal safety and security**

- Service Users independence and daily living skills will be maintained or enhanced;
- The level of risk will be reduced to those whose personal circumstances render them vulnerable in the wider community;
- The risk of Service Users being admitted or readmitted to hospital in an emergency will be reduced;
- Service Users living in institutional forms of care, will be supported to return to the community
- The risk of Service Users needing to access more intensive housing, health, social care, or probation services will be reduced.
- Enable Service Users to ensure that their accommodation is sustained and secure

3.1.3 **Maintaining a tenancy**

- Service Users will be supported to perform some tasks for themselves which they might otherwise be unable to do;
- Service Users will acquire skills and confidence to manage their own affairs where possible;
- Service Users will be able to remain in their chosen environment;
- Service Users will be less likely to lose their home or tenancy;
- Admission or readmission of Service Users to institutional forms of care will be less likely;
- The maintenance of service users terms and conditions of tenancies and leases.

3.1.4 **Keeping healthy / improved health and emotional wellbeing**

Health & Well-being:

- Service Users' health and well-being will be monitored and maintained;
- Service Users' access to general medical services will be improved;
- Service Users' engagement with treatment interventions will be improved
- Enable Service Users to ensure that physical health, mental health, self care and substance misuse is reduced /improved or maximized.

Schedule 1 Continued

Service Specification

3.1.5 **Keeping alert and active**

- Service users will be assisted in pursuing opportunities for leisure and accessing mainstream services

3.1.6 **Economic well being**

- Enable Service Users to effectively manage and maximize finance
- Enable service users and Carers to access benefits and support.

3.1.7 **Freedom from harassment or discrimination**

- Service users will be protected from abuse in any form

3.1.8 **Tackling inequalities and improving access to services**

- More services being provided in the community through promoting emotional health & well being, hospital discharge with appropriate community support, support for individuals in their own homes using new technologies, services availability into community settings
- An improved range of services for urgent care
- Local health and social care communities working together to understand and address inequalities

3.1.9 **More support for people with long-term needs**

- Health and social care services becoming better co-ordinated to meet the needs and wishes of individuals with long term needs

4 Description of Service

4.1 The objectives of the Service will be achieved through the provision of a 24 hour on-site team of workers with the necessary skills to provide Care and/or Housing Related Support to meet the needs of Service Users identified in their Integrated Care and Support Plans and to respond flexibly to temporary and unpredictable fluctuations in need, and to emergencies as these arise.

4.2 The Service Provider shall ensure that at all times at least one member of staff is on site. This will include a waking-night staff member, who will be required to carry out planned care tasks and respond to emergencies throughout the night.

4.3 In providing a holistic service to individuals living in an Extra Care Housing Scheme the Service Provider's staff will be expected to undertake both Care and Housing Related Support tasks to meet the needs of Service Users as outlined in Integrated Care and Support Plans. Examples of the types of tasks that fall within these categories are given in Schedule 2, although the actual tasks to be undertaken will be set out in individual Service Users' Integrated Care and Support Plans. The Service is to be provided anywhere on the site as required and as detailed in the Integrated Care and Support Plans.

4.4 The Service Provider is responsible for assessing Service Users needs and formulating Integrated Care and Support Plans to meet the assessed needs. Schedule 2 provides information an indicative list of needs of service users for care, support and housing to formulate the Integrated Care and Support Plan.

Schedule 1 Continued

Service Specification

4.5 **Non-Personal Care**

In certain specific circumstances due to the needs of the Service User the Service Provider may be asked to provide additional home-based services that fall outside the definitions of both Care and Housing Related Support e.g. doing shopping, preparation of meals and cleaning for the Service User (as opposed to providing support to enable Service Users to carry out these tasks themselves, which would be housing Related Support). The specification requirements for these additional services, should they be requested, are detailed at Appendix 2, but it should be noted that unless specifically identified as a need to be met by the Service Provider in the Service User's Care Plan, services detailed at Appendix 2 shall not be provided within this Agreement. Service User's may make private arrangements with the Service Provider for the provision of such non-personal care services, in accordance with Schedule 3 4.6 but such private arrangements may not, however, be undertaken by any member of the Service Provider's staff whilst engaged in delivering the Service under this Agreement.

4.6 In addition to the provision of Services to meet needs identified in individual Service Users' Integrated Care and Support Plans, the Service Provider's staff will respond flexibly to temporary and unpredictable fluctuations in need, and to emergencies as these arise. This will include provision of additional services to Service Users, above and beyond those specified in their Integrated Care and Support Plans, in accordance with Schedule 3 5.0 of this Agreement, when their immediate needs change for any reason. It will also include making a response that secures the safety and wellbeing of any tenant of the Extra Care Housing Scheme affected by a health or other emergency. The Service Provider's staff may be contacted at any time by the call centre handling alarm-bell calls, the call centre having first established that it is necessary and appropriate for the Service Provider to respond to a request for assistance.

5 Geographical Area

5.1 The Service will be provided to tenants of properties at Extra Care Housing Scheme.

6 Service Delivery & Availability

6.1 The total size of the Extra Care Housing Scheme is 55. 20 one bed (which includes 2 for shared ownership and 2 for leasehold) and 2 of which are Pathways Flats and are subject to a separate agreement

35 two bed (including 2 for shared ownership and two for leasehold)

There are 2 "Pathway" flats the focus of which will be re enablement and will be subject of a separate agreement.

6.2 The Service shall be delivered by the Service Provider at all times in accordance with the staffing structure set out in Appendix 1, and to meet the assessed needs of the service users at all times.

6.3 The Service Provider shall ensure the on-site presence and availability of at least one staff member 24 hours per day, on every day of the year, including all Bank Holidays.

Schedule 1 Continued

Service Specification

- 6.4 The Service Provider shall deliver Night Time Care and Support to meet the assessed needs of the tenants in accordance with the staffing structure at Appendix 1 and ensure there is a minimum of one waking night member of staff available to respond to emergencies arising on-site relating to the Care or Housing Related Support needs of residents living in the Extra Care Housing Scheme.
- 6.5 The Service Provider shall ensure the availability of sufficient staff to deliver the Service to the Service Users, as recorded in their Integrated Care and Support Plans, in accordance with Appendix 1 as well as respond to emergencies arising on site relating to the Care or Housing Related Support needs of residents living in the Extra Care Housing Scheme.
- 6.6 In the event that the level of staffing set out in the staffing structure at Appendix 1 is not sufficient to deliver the Service in accordance with the terms of this Agreement, additional Care Hours may be purchased in accordance with Schedule 3 2.5 at the agreed spot purchasing amount as set out in Schedule 3.
- 6.7 In the first instance, the Service Provider shall make every endeavour to deliver the Service in accordance with the staffing structure at Appendix 1. There is an expectation that, whilst certain personal care tasks need to be delivered within a certain window of time, in accordance with Service User needs and reasonable choices, planned care and support will be delivered flexibly throughout the day to make optimal use of staff time
- 6.8 In the event of the Service Provider being unable to deliver the Service to meet all the requested planned needs of Service Users in accordance with the staffing structure at Appendix 1, the Service Provider shall manage a level of flexibility in the overall delivery of the Service in accordance with Schedule 3 5.0.
- 6.9 Any additional Care Hours shall consist entirely of 'contact time', i.e. time spent with, or directly undertaking tasks for the Service User and undertaking administration tasks in relation to the contact time with the Service User.
- 6.10 The Service Provider will ensure that a contact point is available at all times for the Service Purchaser and Service Users to use.
- 6.11 If sickness or other events prevent the usual worker from attending it is the responsibility of the Service Provider to make appropriate alternative arrangements and to notify the Service User of the arrangements.

7 Service Delivery Standards

- 7.1 The Service Provider shall provide the Service in accordance with its obligations under this Agreement and with all the skill, care and diligence to be expected of a competent provider of services of this type.
- 7.2 The Service Provider shall ensure that sufficient numbers of people of appropriate ability, skill, knowledge, training or experience, are available so as to properly provide and to supervise the proper provision of the Service and to meet the assessed needs of Service Users, as detailed in the Service User's Integrated Care and Support Plan, where this has been supplied as part of the referral process.

Schedule 1 Continued

Service Specification

8 Service Users

8.1 Service Users are people aged over 50 or individuals with an assessed appropriate care and support need who are residents of the Extra Care Housing Scheme and, following an assessment by the Service Purchaser, have eligible Care and/or Housing-Related Support needs identified in their Care and/or Housing Related Support Plans. In some circumstances, outlined in Schedule 3 5.0 the Service Provider may provide services to residents of the Extra Care Housing Scheme who do not have needs previously identified by the Service Purchaser, in accordance with Schedule 3 5.5.

9 Referral to the Service

9.1 Access and referral arrangements for the Service are to be agreed between key partners including Adult Care and Support and the Supporting People Team, Housing, the Housing Provider and the Service Provider. The focus of the services will be to achieve a balanced community with the agreed principle of 40% of allocations going to people with weekly care needs of 10 hours or more, and the remaining 60% with weekly care hours of below 10 hours a week in line with the guidance below;

- 30% with weekly care hours of 5-10 hours
- 30% with weekly care hours of less than 5 hours

NB: It is not anticipated that any allocation will be made to people (or at least one person within the household) with nil care and/or ongoing support requirement

9.2 Where individuals are found to have eligible needs, an Integrated Care and Support Plan will be drawn up in agreement with them and their representative, where applicable, and they will be financially assessed under Fairer Charging criteria and advised of their contribution towards their services. Where a Service User completes a Fairer Charging application they will remain part of the block contract until such time as the outcomes of the Fairer Charging Assessment is notified to both the Service Provider and the Service User.

9.3 A copy of the Care Plan will be given, with the Service User's consent, to the Service Provider. If the Service Provider is of the view that the referral information and Care Plan is not of sufficient quality, this must be communicated to the referrer as soon as possible.

9.4 A Purchase Order will be agreed and signed by all Parties in respect of the planned Service to be provided to a Service User under this Agreement.

9.5 If the Service Provider considers the Service User unsuitable for the Service, or is of the view that the Service Provider is unable to meet the Service User's needs, they must inform the Service Purchaser and give reasons why at the Multi-Agency Allocations Panel.

9.6 Commencement of the Service to an individual Service User will be at a time mutually agreed between the Service User, Service Purchaser and Service Provider.

Schedule 1 Continued

Service Specification

10 Review of Individual Service Users

10.1 It will be the responsibility of the Service Purchaser to arrange formal reviews following commencement of the Service. The frequency of reviews will be determined by the Care Plan and will be within the Service Purchaser's minimum requirements.

Reviews of the Integrated Care and Support Plans will be the responsibility of the Service Provider and must meet the requirements of the Service Purchase.

10.2 If it is considered that the care needs of the Service User have changed then any Party to the Purchase Order may reasonably request a review which will consider what changes, if any, need to be made. The Service Provider will contribute to the review process by the provision of quality information in respect of the Service User's current circumstances.

10.3 In certain circumstances the Service Purchaser may require the Service Provider to be more intensively involved in the Service Users review and/or the assessment process.

10.4 Changes to a Purchase Order will only be made following agreement by the Service User, Service Purchaser and Service Provider.

11 Discharge from the Service

11.1 Discharges will take place following consultation between Service User, Service Purchaser and Service Provider. This will be in accordance with the Integrated Care and Support Plan and, where appropriate, following a review.

11.2 The Service Provider shall not cease to provide the Service without the agreement of the Service Purchaser, except in accordance with the Agreement. Where it is agreed between the Service Purchaser and the Service Provider, in consultation with the Service User (or representative if appropriate) that continuation of the Service is inappropriate because of the behaviour of the Service User, the Service Purchaser will make other suitable arrangements for the Service User, taking account of the urgency of the situation. The Service provider and the Service Purchaser will work together at all times to find and solution acceptable to the service user.

12 Enhanced Services for Extra Care

12.1 Social, recreational and educational activities

12.1.1 All Service Users should benefit from opportunities to take part in these activities, especially if they support the realisation of any of the main outcomes for the Service. These activities should be provided and/or accessed in a variety of ways. Every Service User should be encouraged to access mainstream/universal services from community sources. The necessary support to access these activities will be available from the Service Provider and such needs should be determined as part of the individual support planning process. The Service Provider will offer a menu of services to accommodate all older people including the wider community as appropriate throughout the Agreement Period and will use the pilot Extra Care facility as a means to evaluating the benefits both to xxxxxx and older people regardless of tenure.

Schedule 1 Continued

Service Specification

12.2 Links with the broader community

- 12.2.1 The Service Provider will support the Service Users to form relationships between the Extra Care facility and the broader community. This may involve community groups, religious organisations, Primary Care services, voluntary organisations, shops and other service providers, etc.
- 12.2.2 Positive engagement with the community is to be highly prioritised, with outreach activity taking place from the Extra Care Housing scheme and the communal facilities within the unit to be made available for affiliated community groups to use. Use of these activities will be with the full agreement of Service Users and a charge will be made to any person/organisation using the communal facilities.
- 12.2.3 At all stages the Service Users are to be encouraged to be actively involved in these activities.
- 12.2.4 The Service Provider is to establish links with the Health & Social Care Community through promotion and raising awareness of the service provided.

12.3 Therapeutic & Complementary Health interventions

- 12.3.1 The Service Provider will ensure Service Users have access to a range of complementary health and therapeutic interventions which will enhance their health, wellbeing, and ultimately their ability to maintain their independence in the longer-term.

12.4 Developing Enhanced services

- 12.4.1 The Service Provider will be responsible for developing, organising and coordinating activity within the Extra Care Housing scheme in order to help Service Users to achieve the appropriate outcomes.

13 Monitoring & Evaluation linked to Outcomes

- 13.1 The degree to which the Service meets its objectives and achieves its stated outcomes will be monitored by the Service Purchaser. The service provider and the Service purchaser will work together in the first twelve months to produce an agreed model for joint monitoring of care and support. This is to include an annual Service User feedback survey carried out by the Service Provider which will be used to evaluate Service User experience and outcome achievement.
- 13.2 The Service Provider and the service purchaser will work together in the first twelve months to ensure that appropriate and timely information is collated and provided. Internal monitoring systems will also evidence how the Service Provider involves the Service User and, where appropriate, their representatives and carers, to seek feedback and undertake consultation for the purpose of service review and service development.
- 13.3 The Service Provider shall also compile and maintain such information as the Service Purchaser may reasonably require to enable the Service Purchaser to evaluate the Service using any local Performance Indicators that may be developed and introduced following consultation with Service Providers.

Schedule 1 Continued

Service Specification

- 13.4 The Service Provider shall make available to the Service Purchaser the information referred to in Schedule 1 13.5 and 13.6 at quarterly intervals and at such other times as the Service Purchaser may reasonably require.
- 13.5 In addition, at the Service Purchaser's reasonable request (but subject to Condition B9) the Service Provider shall provide the Service Purchaser with any other information which the Service Purchaser may reasonably require relating to the Services provided under this Agreement, including information on, and the names of, the Service Users.
- 13.6 The Service Provider shall forward to the Service Purchaser the following information :
- No of Support Hours delivered during the last month;
 - No of Support Hours delivered during additional hours agreed with the Service Provider in the last month;
 - No of new staff/staff losses in the last quarter;
 - Details of staff training in the last quarter;
 - Completion of a Dependency Matrix agreed with the Service Purchaser on a quarterly basis.
- This monitoring information may be subject to change within the life of this Agreement.
- 13.7 The Extra Care Monitoring Group whose Terms of Reference are outlined in Appendix 3 will be responsible for monitoring the contract against the agreed joint monitoring framework.
- 13.8 The Service Provider will liaise and communicate with the Housing Provider on at least a weekly basis and more frequently if required.
- 13.9 The Service Provider shall submit to the Service Purchaser details of complaints that reached Level One and above about the care and support service, in the format and at intervals as notified by the Service Purchaser.

14 Service Development and Technology

- 14.1 During the period of the Agreement the Service Purchaser and the Service Provider shall work together to reshape the Service to meet changes in demand, technology and demographic trends. This work will be co-ordinated by the Extra Care Monitoring Group.
- 14.2 The Service Purchaser may, at some point in the future, give reasonable notice to the Service Provider that all information required under the terms of this Agreement shall be made available in an electronic format. The transfer of electronic data will be subject to all of the conditions contained within section B9 of this Agreement.
- 14.3 The Service Provider shall seek to work with the Service Purchaser to continuously review and improve the delivery of the Service to the Service User and to ensure value for money for the Service Purchaser. This work will be co-ordinated by the Extra Care Monitoring Group.

Schedule 1 Continued

Service Specification

15 Review of the Agreement

- 15.1 This Agreement maybe reviewed at any time upon the request of either the Service Purchaser or the Service Provider and at least annually on the anniversary of the commencement date.

Schedule 2

Housing, Care and Support

The following list is provided to guide the delivery of services for clients in a housing with care and support environment. The list should be used to establish professional boundaries and give an indication of the type of activities undertaken by different organisations. It should be recognised, however, that in some cases the boundaries are blurred and discretion and professional judgement should also be applied.

Exceptional Circumstances

Crossing boundaries should be done carefully and at all times staff should be aware of the following issues:

- Regulatory and commissioning requirements. Consider particularly that:
 - Care provision is governed by the Care Quality Commission
 - Support is governed by the Supporting People programme
 - Housing is governed by the Homes & Communities Agency
- Health and safety - professionals are trained to do their own job safely. If carrying out work they are not trained to provide there is a risk to staff and the client of both physical and non physical injury.

Please also be aware that 'experience' does not equate to 'training'. A housing officer who has cared for a relative is not qualified to offer professional care services.

Risk Management

It is accepted that, from time to time, staff may need to step across boundaries for short periods of time. The following are given as examples:

- to temporarily assist the client in an emergency or crisis when the most appropriate staff member is not available
- to avoid crisis or hospital admission

The crossing of boundaries should always be considered a 'risk' to both the client and the staff. When either requested or in an emergency it is the individual responsibility of staff concerned to:

- Consider that risk and to conclude whether the risk is reasonable
- Decide what action to take to reduce the risk (e.g. would the task wait, what would be the result of not carrying out the task)
- Seeking advice and guidance if possible and necessary
- Document actions and pass back to the most appropriate member of staff as soon as possible.

Schedule 2 Continued

Housing Care & Support

Typical task table

The following table is provided for guidance and should not be considered an exhaustive list. The traffic light colour coding should be used as follows:

Green ✓	Lead agency responsibility for
Amber ✓	Regularly, but not always the responsibility of
Amber x	Can be the responsibility of if other responsible party not providing
Red x	Never the responsibility of

Introduction to and maintenance of social contact and company			
	Care	Support	Housing
Assist the service user to develop social skills	✓	✓	x
Assist the service user to establish social contacts and contact with relatives where this is their wish	✓	✓	x
Assist the service user to partake in social activities	✓	✓	x
Assist the service user to access local community organisations	✓	✓	x
Provide the service user with peer support and befriending	✓	✓	x
Visiting service to check on service users well being and alleviate isolation.	✓	✓	x
Ensure personal safety and security			
Assist the Service user to establish personal safety and security	✓	✓	x
Assist the service user to maintain safety and security of the dwelling (include help with neighbour disputes)	✓	✓	✓
Instruct the service user in correct and safe use of call bell alarm and door entry systems	✓	✓	✓
Provide advice and support on avoiding or minimising hazards, based on risk assessments	✓	✓	x
Support the service user in arranging repairs and maintenance of domestic equipment	x	✓	✓
Fire alarm testing	x	✓	✓
Management of health and safety items that are more intensive than in general needs accommodation	x	✓	✓

Schedule 2 Continued
Housing Care & Support

Maintaining a tenancy			
Assist the service user with setting up and maintaining their home or tenancy	x	✓	x
Assist the service user with paying bills	x	✓	x
Provide advice and support to the Service user in arranging repairs to the dwelling or home improvements	x	✓	✓
Provide advice and support to the service user in arranging repairs and maintenance of domestic equipment	x	✓	✓
Basic / general housing management tasks	x	✓	✓
Fire Alarm testing	x	✓	✓
Management of scheme cleaning and cleaners	x	x	✓
Liaison with services and utilities (postman, oil deliveries for communal heating etc)	x	x	✓
Keeping healthy / improved health and emotional wellbeing			
Provide emotional support to the service user	✓	✓	x
Monitor the service users health and well being	✓	✓	x
Monitor the service user's use of medication	✓	✓	x
Visiting service to check on Service users well being or to alleviate isolation	✓	✓	x
Provision of support to service users in times of crisis	✓	✓	x
Assistance in developing service users skills in above areas to re-establish independence	✓	✓	x
Orientation, prompting, encouragement and assistance which is needed to overcome any mental impairment	✓	✓	x
Summoning of GP / nurse	✓	✓	✓
Co-operation with carers / relatives / OT / SW	✓	✓	✓
Keeping alert and active			
Assist the service user to maintain, develop or regain domestic and / or life skills	✓	✓	x
Assist the service user to gain access to other services	✓	✓	x
Assistance in developing the service users skills in the above areas to re-establish independence	✓	✓	x

Schedule 2 Continued
Housing Care & Support

Economic well-being			
Assist the service user to manage their finances and claim benefits	x	✓	x
Assist the service user to gain and maintain work experience opportunities or employment	x	✓	x
Advice and assistance to claim housing and other eligible benefits	x	✓	x
Explaining financial transactions to the user	x	✓	x
Life skills training in relation to the above	x	✓	x
Assistance with budgeting	x	✓	x
Improved quality of life			
Assist the service user to gain access to training opportunities	x	✓	x
Assist the service user to gain and maintain work experience opportunity or employment	x	✓	x
Liaise with other agencies, organisations or services on the service users behalf	✓	✓	x
Provide the service user with advice and advocacy	✓	✓	x
Visiting service to check on Service users well being or to alleviate isolation	✓	✓	x
Assistance in developing the service users skills in the above areas to re-establish independence	✓	✓	x
Freedom from harassment or discrimination			
Assist the service user to maintain the safety and security of the dwelling (including help with neighbour disputes)	x	✓	✓
Assist the service user to develop social skills	✓	✓	x
Assist the service user to gain access to training opportunities	x	✓	x
Assist the service user to gain and maintain work experience opportunities or employment	x	✓	x
Being clean and presentable			
Shaving	✓	x	x
Cleaning teeth	✓	x	x
Showering, bathing, washing	✓	x	x
Keeping finger and toe nails trimmed (where service user is not diabetic)	✓	x	x

Schedule 2 Continued
Housing Care & Support

Where a person is fitted with a catheter or stoma, providing such assistance to ensure cleanliness and that the skin is kept in a hygienic condition.	✓	x	x
Assistance with going to the toilet or with using another receptacle	✓	x	x
Where the person is incontinent, the consequential changing of incontinence aids, providing such assistance to ensure cleanliness, the consequential changing and laundering of the persons clothing and bedding	✓	x	x
Having appropriate food and drink at appropriate times			
Assistance with the preparation of food	✓	✓	x
Assisting in the fulfilment of special dietary needs	✓	✓	x
Assistance with eating and drinking	✓	x	x
Keeping healthy			
The prompting to take medication as prescribed	✓	✓	x
Prompting / reminding to ensure adequate supply of prescribed medication	✓	✓	x
Application of creams or lotions - after appropriate training from health personnel	✓	x	x
Application of eye drops - after appropriate training from health personnel	✓	x	x
Assisting with the administration of oxygen as part of a course of therapy - after appropriate training from health personnel	✓	x	x
Prompting / assisting with use of technology to manage long term conditions	✓	✓	x
Maintaining physical functioning and mobility			
Assistance with getting dressed	✓	x	x
Assistance with surgical appliances, prosthesis and mechanical and manual equipment	✓	x	x
Assistance with getting up and going to bed	✓	x	x
Assistance with mobility	✓	x	x
Maintaining emotional wellbeing			
Support and encouragement to take part in activities of choice	✓	✓	x
Reassurance and reorientation if appearing anxious, depressed or confused	✓	✓	x

Schedule 2 Continued
Housing Care & Support

Assistance with mental processes related to those personal care tasks and needs (for example remembering to eat and wash)	✓	x	x
Housing & Building Management			
Basic / general housing management tasks (e.g. voids management, tenancy initiation and rent recovery matters)	x	✓	✓
Intensive Housing Management			
Fire alarm testing	x	✓	✓
Managing repairs and tradesmen for common areas including grass cutting etc	x	x	✓
Management of parking	x	x	✓
Management of health and safety items that are more intensive than in general needs accommodation	x	✓	✓
Management of TV licence matters	x	✓	✓
Management of scheme cleaning and cleaners (including windows)	x	x	✓
Housing related services (e.g. heating and light in communal areas)	x	x	✓
Setting the budget for the scheme and in particular monitoring and auditing the service charge setting process	x	x	✓
Consultation processes for service charges	x	✓	✓
Arranging and monitoring decorating to common areas	x	x	✓
Arranging and monitoring of communal garden services	x	x	✓

Schedule 3

Payments and Ordering Arrangements

1 Agreement Period

1.1 The Agreement Period is shown in Conditions A1 and A2 of the Agreement. The Agreement shall terminate in accordance with Condition A2 of the Agreement unless extended for a further period of two years at the sole discretion of the Service Purchaser and in agreement with the Service Provider, or terminated earlier as set out in Schedule 3 6.0 (Termination). Any such extension shall be with the agreement of the Service Provider on receiving at least six months notice of such extension from the Service Purchaser.

2 Service & Price

2.1 In consideration of the Price the Service Provider shall provide the Service to the Service Purchaser for the Agreement Period.

2.2 The Price payable by the Service Purchaser in consideration of the Service Provider delivering the Service to the satisfaction of the Service Purchaser is set out in Schedule 4 which shall include all costs, charges, expenses and out-goings incurred by the Service Provider in performing its obligations under the Agreement.

2.3 The Price does not include VAT. If VAT is payable then the Service Purchaser shall pay this in addition to the Price, provided that the Service Provider supplies the Service Purchaser with an appropriate VAT invoice and that (unless otherwise agreed with HM Revenue and Customs) such an invoice is supplied no later than three years after the tax point for the supply of the Service.

2.4 If the Service Provider is unable, for any reason, to provide the Service in accordance with Schedule 1 6.0 and the terms of this Agreement, subject to any dispute the Service Provider shall reimburse the Service Purchaser the relevant proportion of the Price which shall be recoverable by the Service Purchaser as a debt or set off against any future payments due to the Service Provider, following notification to the Service provider of the sums to be set off, or where agreed between the Service Purchaser and Service Provider, the Agreement shall continue until such time as the agreed level of staffing set out in Appendix 1 is achieved, at no additional cost to the Service Purchaser.

2.5 Additional Care Hours agreed under spot purchasing arrangements may be purchased over and above the agreed staffing levels specified in Schedule 1 6.0 and Schedule 3 5.1 at £13.50 per Care Hour set out in Schedule 4 to this Agreement following agreement by the Service Purchaser. For the avoidance of doubt, additional hours of Housing Related Support may not be purchased.

2.6 Sleeping or waking night staff are to be negotiated separately between the Parties depending on the individual Service User's requirements. The Service Provider shall ensure that any waking night staff negotiated in accordance with this Condition remain within an additional figure of 20% of the spot purchase price per Care Hour as set out in Schedule 4 to this Agreement (ie. up to a maximum of £16.20 per hour).

- 2.7 During the Implementation Period the Service Provider will be paid for the number of Contract Hours actually delivered. The Implementation Period will end once the full level of allocations set out in Schedule 1 9.1 is achieved. From the end of the Implementation Period the Service Provider will be paid full Price for the Service.
- 2.8 The Service Provider shall collect any assessed Service User contributions that have been determined by the Service Purchaser in relation to the Care element of the Service.

Schedule 3 Continued

Payments and Ordering Arrangements

3 Payment Arrangements

- 3.1 The Service Purchaser shall pay the Service Provider the Price by monthly instalments in arrears, payment being released during the first week of each payment period.
- 3.2 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Service Provider to the Service Purchaser the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Agreement or any other contract between the Parties.
- 3.3 If the Service Provider is providing a Service on which VAT is chargeable (including services which attract a zero rate of VAT), the Service Provider must provide the Service Purchaser with an invoice for the Price on or as soon as possible after the Commencement Date of this Agreement. After that, the Service Provider must send the Service Purchaser an invoice at the start of, and in respect of, each new Financial Year. The Service Provider shall ensure that all invoices clearly show the following information:
- a) the period to which the payment relates
 - b) details of the Service for which payment is claimed
 - c) the Price for the Service net of VAT
 - d) VAT.
- 3.4 Chargeable Support Services Supporting People Funding
- 3.4.1 During the course of this Agreement, the Service Purchaser and Service Provider shall agree a list of Service Users in the Extra Care Housing Scheme in order that their eligibility for Supporting People Funding can be determined.
- 3.4.2 The Service Provider shall ensure that the Service Purchaser is provided with the following information:
- a) Details of any Service User who ceases to be a Service User of the Service Provider, or gives notice to quit or otherwise ceases to be a recipient of Services from the Service Provider
 - b) Details of any new Service Users of the Service Provider
 - c) Any information that the Service Provider has regarding any Service User which relates to their status or claim to be an Eligible Service User.

4 Purchase Orders

- 4.1 In addition to the Care Plan the Service Purchaser will issue to the Service Provider, in respect of each Service User assessed as eligible to receive services under this Agreement, Purchase Order(s) setting out the level of care and support to be delivered to meet the assessed care and support needs detailed in the Care Plan.

Schedule 3 Continued

Payments and Ordering Arrangements

- 4.2 A Purchase Order may be terminated by any party on giving two days notice in writing, expiring at any time.
- 4.3 On the death of a Service User the Purchase Order shall terminate with immediate effect and either party shall notify the other of such event at the earliest opportunity.
- 4.4 Where the Service User is not available or unwilling to receive the Service offered by the Service Provider and where the Service User has not given notice in accordance with the conditions of this Agreement, the Service Purchaser shall ascertain the reason for these circumstances having arisen, which may result in termination of the Purchase Order.
- 4.5 The Service Provider may terminate a Purchase Order with immediate effect where it has been agreed with the Service Purchaser that the Service is no longer appropriate due to the violent or unduly disruptive behaviour of the Service User, giving no less than one working days notice.
- 4.6 Where the Service Provider provides additional services at the request of the Service User or their representative that are neither to meet needs identified in the Integrated Care and Support Plan, nor in response to an unexpected change in need in accordance with Schedule 3 5.0, this shall be regarded as a private arrangement and not part of the Purchase Order. The Service Provider shall provide the Service Purchaser with a copy of any such agreement and any subsequent variation to the arrangements within one working day of the commencement of the arrangement. In the event of such private arrangements being agreed the private agreement does not form part of this Agreement and the Service Purchaser cannot accept any liability as regards the payment for the additional services or the quality of the services provided. Work through such private arrangements may not be undertaken by any member of the Service Provider's staff whilst engaged in delivering the Service under this Agreement.
- 4.7 Any party to the Purchase Order may reasonably request a review and consider what changes (if any) resulting from changes in the care needs of the Service User need to be made to the Purchase Order.
- 4.8 The Service Provider shall record details of the Services provided on record sheets in-line with the individual Service User's Integrated Care and Support Plan, which clearly specify the amount of personal care time and the amount of housing-related support time delivered to each Service User. The Service Provider shall retain record sheets for a minimum of two years and make these available to the Service Purchaser on request. These records will be required from time to time to validate the service performance.

Schedule 3 Continued

Payments and Ordering Arrangements

5 Financial Contractual Obligations

- 5.1 The level of staffing to be provided by the Service Provider in accordance with the staffing structure at Appendix 1 and schedule 4, will be sufficient to accommodate fluctuations in service demands arising from minor variations to dependency levels and demand in the Extra Care Housing Scheme. It will be the responsibility of the Service Provider to manage a level of flexibility in the overall Contract Hours which will equate to approximately 5% of the total Contract Hours. The Service Provider will monitor the actual hours delivered and inform the Service Purchaser on a monthly basis of the performance against the contracted hours.
- 5.2 Where the immediate needs of a Service User in receipt of planned Service change for whatever reason, or where another resident, not normally in receipt of planned Service, presents with a health or other difficulty that necessitates a response by the Service Provider that secures their safety and wellbeing, the Service Provider may, with the consent of the Service User or resident, provide extra services.
- 5.3 In the case of Service Users already in receipt of planned Services, extra services provided in accordance with Schedule 3 5.2 will be subject to a maximum of two hours in any 24-hr period without prior reference to the Service Purchaser. The Service Provider shall in accordance with Schedule 3 4.9 of this Agreement record the details of any change in the Services provided on the Service User's Time Sheet and the extra services may result in the Service User being charged more. Any change in service in excess of this limit shall require the prior approval of the Service Purchaser.
- 5.4 Where the Service Provider expects that the extra services provided in accordance with Schedule 3 5.3 will extend beyond one week, the Service Purchaser shall be notified. The Service Purchaser must authorise any permanent change to the level of care and/or support by completion of an amendment to the Purchase Order before it is initiated.
- 5.5 Where it is deemed that a Service User already in receipt of planned Services requires more than two hours of extra services in any 24-hr period in the case of an emergency and the Service Provider cannot contact the Service Purchaser in accordance with Schedule 3 5.3, the Service Purchaser will pay for any reasonable period of Service provided as long as the Service Provider informs the Service Purchaser of the change in circumstances as soon as possible following the emergency. This shall be recorded on the record sheet in accordance with 4.9. Emergencies should be clearly noted in the comment section of the time sheet and a copy of the time sheet attached to the next invoice.

Schedule 3 Continued

Payments and Ordering Arrangements

- 5.6 In the case of residents not already in receipt of planned services presenting with a health or other emergency, the Service Provider shall provide whatever short-term support is appropriate and necessary to secure their safety and wellbeing and prevent the need for an admission to hospital or care home. The Service Purchaser will pay for any reasonable period of Service provided in these circumstances, but the Service Provider must inform the Service Purchaser of the change of circumstances on the next Working Day, and further services will only be provided with the agreement of the Service Purchaser. The Service Purchaser will undertake an assessment of the resident's needs and, where appropriate, issue a Care Plan and a Purchase Order detailing the needs to be met.
- 5.7 Additional Care Hours agreed under spot purchasing arrangements will only be paid in the event that the level of staffing set out in the staffing structure at Appendix 1 is insufficient to meet all the requested planned needs of the Service Users and following agreement by the Service Purchaser.

6 Termination

- 6.1 If either Party commits a material breach of any of its obligations under this Agreement (the Defaulting Party), the other Party may give to the Defaulting Party notice of the same and if such breach shall continue for a period of 14 days following service of the notice the other Party may without prejudice to any accrued rights and remedies under this Agreement forthwith terminate the Agreement by written notice having immediate effect and shall be entitled to recover from the Defaulting Party the full amount of any loss resulting therefrom.
- 6.2 This Agreement may be terminated at any time by either Party. This must be done in writing, giving not less than six months' notice and stating the reasons for this action.
- 6.3 The Service Purchaser shall be entitled to terminate the Agreement with immediate effect where the Service Provider has committed an offence under the Prevention of Corruption Acts 1889 - 1916 or Section 117 (2) of the Local Government Act 1972, the Supporting People Funding is withdrawn or modified and / or any governmental or other consent required to enable the Service Purchaser to perform its obligations under this Agreement is withdrawn or modified or it becomes for any reason unlawful for the Service Purchaser to perform any of the obligations herein.
- 6.4 This Agreement may be terminated with immediate effect where the Service Provider is in Serious Default of the terms of this Agreement and the Service Purchaser shall be entitled to recover from the Service Provider the full amounts of any loss there from.
- 6.5 Terminating this Agreement shall not affect liability for any payments due to either Party before or following the termination date.
- 6.6 The Service Purchaser shall be entitled to terminate the Agreement with immediate effect if the Service Provider:

Schedule 3 Continued

Payments and Ordering Arrangements

- 6.6.1 becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986, or
- 6.6.2 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, or
- 6.6.3 has a provisional liquidator receiver or manager of its business or undertaking duly appointed, or
- 6.6.4 Has an administrative receiver as defined in the Insolvency Act 1986 appointed, or
- 6.6.5 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge, or
- 6.6.6 is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the court to make a winding-up order.
- 6.7 Subject to any dispute between the Parties, the Service Purchaser shall be entitled to terminate the Agreement with immediate effect if the Service Provider
 - 6.7.1 Is convicted of an offence involving dishonesty, or
 - 6.7.2 is deemed by the Service Purchaser, whose opinion shall be final and binding, to have made any false representations, or
 - 6.7.3 experiences, in the opinion of the Service Purchaser, whose opinion shall be final and binding, an irreconcilable conflict of interest between the interests of the Service Purchaser and any other client of the Service Provider, or
 - 6.7.4 ceases or threatens to cease to carry on business;
 - 6.7.5 The Service Provider fails to provide the quality of care to the standard required by the contract; The Service Providers and Service Purchasers will work jointly to produce standards for monitoring purposes. This will be achieved within the first 12 months of the contract.
 - 6.7.6 The Service Provider receives a gift or consideration of any kind as an inducement or a reward for entering into a contract;
 - 6.7.7 Is subject to ongoing multi agency safeguarding investigations.
 - 6.7.8 If the regulatory body takes legal action to suspend or cancel the service Providers registration.

7 Consequences of Termination

- 7.1 In the event of termination by the Service Purchaser the following provisions shall take effect:
- 7.2 Any outstanding payments shall be made in accordance with the terms of this Agreement unless there is any set-off, deduction or claim which the Service Purchaser has against the Service Provider in respect of the Services;

Schedule 3 Continued

Payments and Ordering Arrangements

- 7.3 The Service Provider shall provide all reasonable assistance to the Service Purchaser on request to facilitate an orderly handover of the Service to an alternative provider, to include the provision of an exit plan and liaison with the Service Purchaser towards achieving the plan, so as to avoid interruption or delay in the delivery thereof and shall reimburse to the Service Purchaser on demand all costs and expenses thereby occasioned; and
- 7.4 The Service Provider shall forthwith return to the Service Purchaser, or if so requested to an alternative provider, all confidential, commercial and other information belonging to the Service Purchaser and confirm and warrant in writing that no copies thereof in any format are retained by or on its behalf.
- 7.5 The rights of the Service Purchaser under this clause are in addition to and without prejudice to any other rights the Service Purchaser may have whether against the Service Provider directly or pursuant to any guarantee, indemnity or bond.

7.6 Documentation

- 7.6.1 The Service Provider shall make available to the Service Purchaser, on demand, a copy of the following policies, procedures or other documentation:
- Statement of purpose, business plan and latest copy of any relevant inspection reports;
 - Accounts (audited where required by the Companies Act) and other relevant financial information (where this is reasonable);
 - Evidence of adequate insurance cover (as set out in Condition B7);
 - Health and safety, risk assessment, equal opportunities and quality standards policies;
 - Policy and procedure for staff recruitment, induction, training and development;
 - Complaint procedure, summary of complaints received and dealt with, and copies of records relating to complaints made in relation to the Service and the Service Provider's response;
 - Records of time worked by staff in the provision of the Service;
 - Business Continuity Plan for minimising disruption to the Service due to emergencies or unforeseen circumstances;
 - Any other documentation, relating to the delivery of the Service, as may reasonably be requested.
 - Policy on its Safeguarding Adults and Children

Schedule 4

Scheme specific information

Appendix One
Staffing Structure

Appendix Two

Non Personal Care

Cleaning and Housecare

Within the individual Care Plan to undertake those cleaning and other tasks which the Service User/Carer requests. The Services to be provided could include the following:

- Tidying the home, paying attention to the Service User's preferences and safety;
- Cleaning the home, including dusting, vacuuming, sweeping, washing dishes, polishing, cleaning floors, bathrooms, kitchens, toilets etc using appropriate domestic equipment and appliances as available;
- Disposing of waste safely after incontinence; emptying and cleaning commodes or chemical toilets. Waste which contains any form of body waste must be disposed of in accordance with Environmental Health regulations and placed in the appropriate sealed yellow bags;
- Disposing of household and personal rubbish;
- Cleaning areas used or fouled by pets to ensure that environmental conditions are acceptable;
- Providing information to Service Users/Carers when required on good health and hygiene practices.

Preparation of Meals

- Assisting the Service User with the preparation of meals, or other food and/or beverages, in a manner which is consistent with his/her preferences and needs. This should be done in a manner which is safe and hygienic.

Skills Development

- Assisting the Service User to develop, maintain or improve skills in any of the areas covered in the personal care or cleaning and house care specifications, in accordance with their care plan;
- Assisting the Service User to become familiar with, and be able to use, Aids to Daily Living both in the home and outdoors;
- Providing skills training, either in the home or outdoors;
- Assisting the Service User to partake in social and recreational opportunities.

Shopping Service

- Agree a convenient time with the Service User for the collection of a shopping list and delivery of shopping;
- Ensure that delivery staff or volunteers will openly display some means of official identity, and where possible ensure that the same person will be responsible for the Service each week, so that the individual is 'known' to the Service User;
- Provide a pre-printed list of common items, with approximate prices, which the Service User can tick. Individuals may request additional items or items appropriate to their dietary or cultural requirements. Appropriate alternative means of ordering must be provided for people with physical, learning or sensory disabilities;

Appendix Two Continued

Non Personal Care

Shopping Service Continued

- Help the Service User to estimate the approximate cost of the shopping;
- Collect sufficient payment for the shopping and any delivery charge monies.
- Each Service User will be given a receipt for the money supplied. Social Services shall not be responsible for any uncollected monies from Service Users;
- Ensure the safe custody of all Service User money in their possession until the shopping is delivered to the Service User;
- Select alternatives where a chosen item is unavailable or there is insufficient money (i.e. choosing a smaller size);
- Adhere to health and safety requirements concerning the storage and transportation of frozen and chilled food;
- Replace any goods rendered unsuitable for eating due to vehicle breakdown or other event which is not the responsibility of the Service User;
- Advise the Service User if for any reasons the shopping cannot be delivered at the agreed time, and agree a new time (If the Service User is out at the agreed delivery time, the Service Provider shall attempt one more delivery after half an hour or more from the first call. If the Service User is still out they should be left a note saying where the shopping may be collected from, or on payment of a fee, to be agreed within the Agreement, that it can be delivered on the following day);
- Where required, assist the Service User with unpacking and storage of shopping;
- Give the Service User the correct change, if any, and the store till receipt, and leave an order list for the next weeks shopping.

Focussed Visiting

These Services, which may consist of prearranged social visits or "pop-ins", are intended to achieve the following (this range is not exhaustive):

- To focus on the social needs of the person rather than tasks to be performed;
- To prevent referral to more intensive Services which may not be appropriate;
- To help Service Purchasers identify emergent needs before these become a serious problem;
- To check the continued well-being of a person;
- To provide "befriending";
- To alleviate isolation.

Dealing with Service User's Monies

- The Service Provider will assist the Service User with the collection of pension and other benefits and with the payment of bills;
- Under no circumstances will the Service Provider take cash or cheques from the Service User's home without providing a receipt.

Appendix Two Continued

Non Personal Care

Miscellaneous

- This section includes tasks specified in the care plan which do not fall readily into previous sections;
- Tasks provided on an occasional basis and to an individual specification, e.g. garden maintenance, decoration of home; simple household odd jobs;
- Provision of escorts for adults/children who need protection/supervision when being transported or acting as supervisor during access visits;
- Provision of escorts for adults/children when being transported to doctors, hospital appointments, shops, friends etc;
- Collection of prescriptions;
- Dealing with correspondence;
- Dealing with correspondence/telephone calls;
- Collection/return of library books.

Appendix Three

Terms of Reference – Extra Care Monitoring Group

TERMS OF REFERENCE

EXTRA CARE MONITORING GROUP

1 OBJECTIVES OF THE EXTRA CARE MONITORING GROUP (ECMG)

- 1.1 The ECMG will meet regularly to create a link between agencies and individuals concerned with the Project.
- 1.2 The ECMG will proactively work with the Service Provider to achieve the objectives laid down in the Contract / Agreement.

2 MEMBERSHIP

- 2.1 The membership will be made up of representatives from each of the following:
 - The Housing Provider
 - The relevant Adults teams
 - The Service Provider
 - The Housing Needs Team/Allocations Team
 - The Primary Care Trust
- 2.2 The panel will ensure a summary of monitoring information is given to service users.
- 2.3 The ECMG will meet not less than 3 times per year. The Committee will elect its own Chair and be serviced by the Service Provider.
- 2.4 For decisions to be influential, not less than two thirds of the membership of the ECMG must be present. Co-opted members will not constitute part of the quorum.

At the Chairperson's discretion some parts of the meeting may be private.

3 DUTIES

- 3.1 The ECMG will act as an advisory group to the Service Provider.
- 3.2 The ECMG will monitor the implementation of the allocations policy and process, particularly in relation to the split of care versus non care eligible residents.
- 3.3 The ECMG will receive reports and monitoring information from the Service Provider and monitor progress against targets in the as determined by the Extra Care Monitoring Group. It will be responsible for the annual review of the outcomes achieved.
- 3.4 The ECMG will monitor the Agreement between the Service Provider and the Housing Provider where they are not one in the same.

Appendix Three

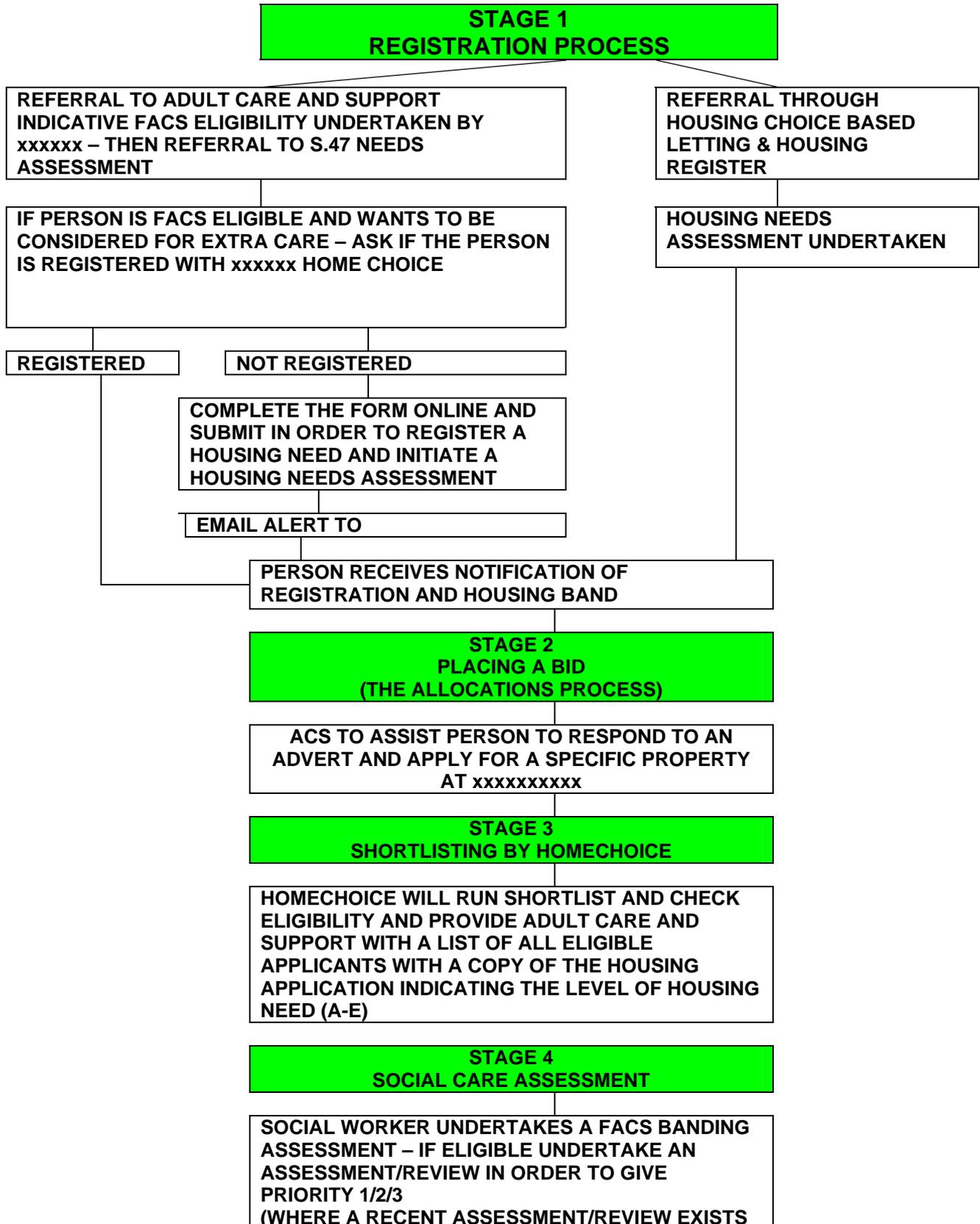
Terms of Reference – Extra Care Monitoring Group

- 3.5 The ECMG will monitor the overall financing of the Agreement.
- 3.6 The ECMG will be responsible for reviewing the performance of the Service in the context of wider commissioning strategies.
- 3.7 The ECMG will assist the project in the process of developing future business plans.
- 3.8 The ECMG will receive an overview of incidents, accidents and complaints. However, the ECMG is not an appropriate forum for the discussion of individual Service Users or complaints about the Service which should be dealt with under the Service Provider complaints' procedure.
- 3.9 The ECMG will raise issues of concern with statutory and other agencies.
- 3.10 The ECMG will promote the benefits of extra care and maintain an ongoing partnership approach to service development.

Appendix Four

This document is to be used as guidance and will be reviewed as part of the work of the Extra Care Monitoring Group.

ALLOCATION PROCESS



THIS WILL BE USED)
Service Provider to complete needs assessment and accompanied viewing.

**STAGE 5
ALLOCATION**

xxxxxx ADMINISTER THE LIST OF APPLICANTS AND
ADDITIONAL PAPERWORK FOR ALLOCATION
PANELS

DECISIONS MADE

**STAGE 6
OFFERS**

OFFERS SENT TO APPLICANTS

**STAGE 7
SIGN UP**

THE PERSON SIGNS TENANCY AGREEMENT AND
xxxxxxxxxx CARRY OUT FINAL VERIFICATION OF
ELIBIBILITY CRITERIA INCLUDING S.106

**STAGE 8
APPEALS
PROCESS**

Appeals process to be developed by the Extra Care
Monitoring Group

Appendix Five

Care Plan