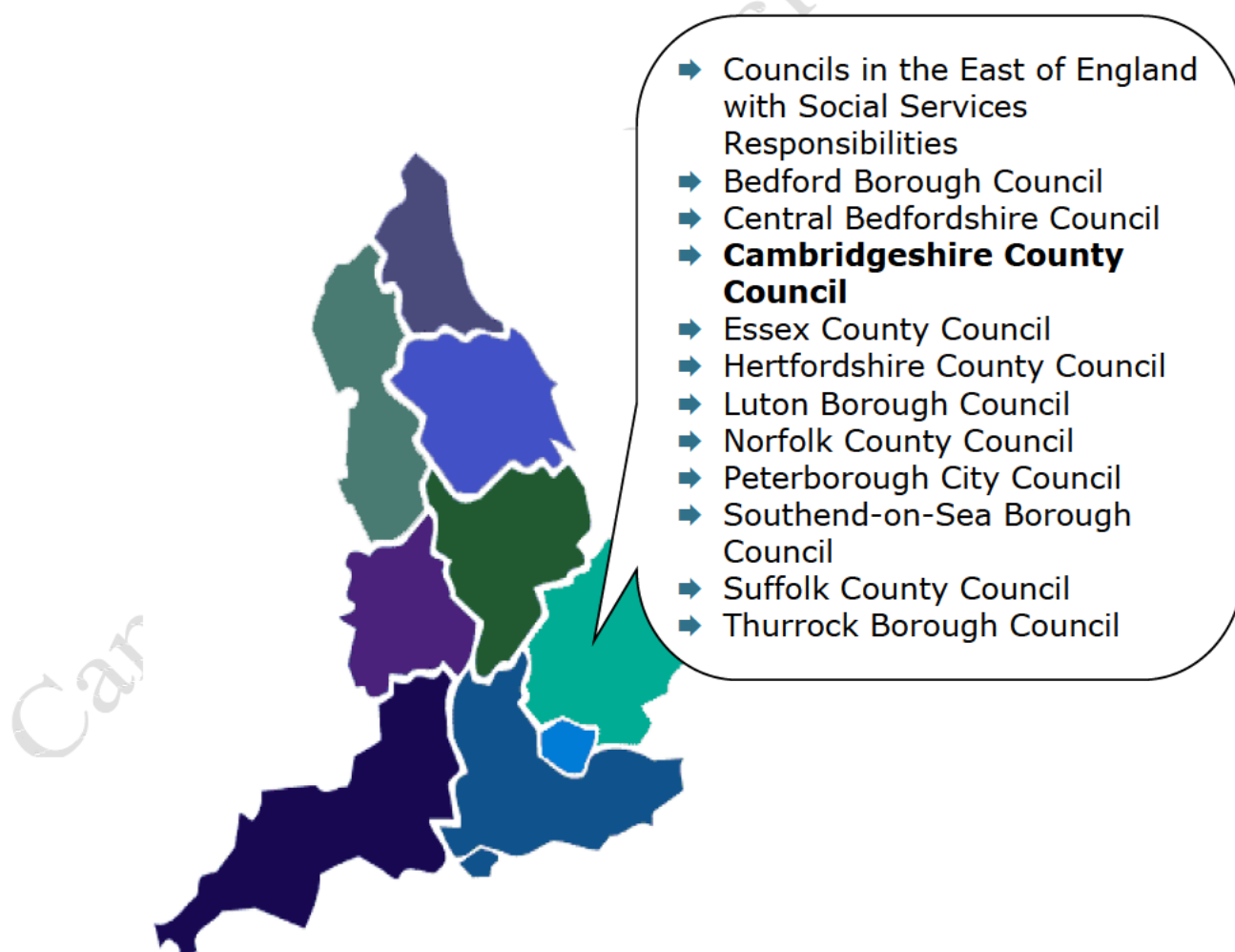


The Regional Standard

TERMS AND CONDITIONS OF CONTRACT

For adult social care and housing related support services in the East of England

Adopted: 2015



This Document has been approved by the Directors of Adult Social Services
- Eastern Branch. Please email any queries to [S40 redaction]

CAMBRIDGESHIRE COUNTY COUNCIL
Children, Families and Adults

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN
CAMBRIDGESHIRE**

BETWEEN

CAMBRIDGESHIRE COUNTY COUNCIL

AND

SANCTUARY HOME CARE LTD

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN
CAMBRIDGESHIRE**

1. FORM OF AGREEMENT

THIS AGREEMENT dated the 21st day of September 2017

is made between

CAMBRIDGESHIRE COUNTY COUNCIL ("Council") of: Shire Hall, Castle Hill, Cambridge, CB3 0AP

and

SANCTUARY HOME CARE of: Chamber Court, Castle Street, Worcester, WR1 3ZQ

together referred to as "Parties"

IT IS AGREED THAT:

1. This Form of Agreement with the following attached documents will together form the Contract documents:

Conditions of Contract

Schedule 1-	Specification
Schedule 2-	Performance Monitoring/KPI's – Service Outcomes and Standards of Care
Schedule 3-	Change Control Procedures
Schedule 4	The Council's Policy Statements
Schedule 5 –	NOT USED
Schedule 6 -	NOT USED
Schedule 7 -	NOT USED
Schedule 8-	NOT USED
Schedule 9 –	NOT USED
Schedule 10-	Safeguarding Policy and Disclosure and Barring Risk Assessment Form
Schedule 11-	NOT USED
Schedule 12-	NOT USED
Schedule 13-	NOT USED
Schedule 14-	NOT USED
Schedule 15-	Pricing Schedule
Schedule 16-	Councils Procedure for dealing with Complaints, including Local Government Ombudsman Guidance
Schedule 17 -	Contract Data and Authorised Officer

2. The Contract effected by the signing/execution (as appropriate) of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior contracts, negotiations, representations or understandings whether written or oral.
3. This Contract shall commence on the **21st of September 2017** and shall continue for a period of **(three) 3 years** thereafter until **20th of September 2020** unless terminated in accordance with the provisions of this Contract or extended at the sole discretion of the Council and upon the same terms and conditions for **(one) 1 year** by giving at least **three (3) months'** prior notice in writing.
4. The Service Provider shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council and the Council shall make to the Service Provider the payments provided by the Contract for Services provided in accordance with the Contract.

IN WITNESS whereof the parties have Executed this Agreement the day and year first before written:

**THE COMMON SEAL OF
CAMBRIDGESHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:

.....
Authorised Legal Officer

**SIGNED ON BEHALF OF
Cambridgeshire County Council by**

.....
Authorised Signatory

.....
Authorised Signatory

**SIGNED ON BEHALF OF
Sanctuary Home Care**

acting by:

Signature.....

Name.....

Position.....

Date.....

.....
Director / Company Secretary*
[*Please delete as appropriate]

CAMBRIDGESHIRE COUNTY COUNCIL
Children, Families and Adults

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN
CAMBRIDGESHIRE**

CONDITIONS OF CONTRACT

Cambs County Council FOI 8181

CAMBRIDGESHIRE COUNTY COUNCIL
Children, Families and Adults

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN
CAMBRIDGESHIRE**

CONTRACT DOCUMENT

CONDITIONS OF CONTRACT

A. DEFINITIONS AND INTERPRETATION

1. Definitions
2. Interpretation of this Contract

B. THE SERVICES AND PERSONNEL

3. Duration of Contract
4. The Services
5. Service Provider's Warranty, Responsibility and Knowledge
6. The Council's Personnel and the Staff
7. Offer of Employment

C. FINANCIAL ARRANGEMENTS

8. Contract Price and Payment
9. Recovery of Sums Due
10. Value Added Tax
11. Performance Bond and Parent Company Guarantee
12. Euro

D. CONTROL OF THIS CONTRACT

13. Assignment and Sub-Contracting
14. Variations and Change Control
15. Performance Monitoring and Contract Review
16. Intellectual Property Rights
17. Audit Rights
18. Records
19. Publicity

E. FREEDOM OF INFORMATION, CONFIDENTIALITY AND DATA PROTECTION

20. Freedom of Information
21. Confidentiality
22. Data Protection

F. ADDITIONAL STATUTORY OBLIGATIONS AND REGULATIONS

23. Bribery Corruption and Fraud
24. Re-Use of Public Sector Information
25. Equal Opportunities
26. Health and Safety
27. Whistleblowing
28. Observance of Statutory Requirements
29. Environmental Requirements
30. Human Rights Act 1998
31. Change in Law

32. Transfer of Undertakings

G. INSURANCE AND INDEMNITY

33. Insurance

34. Indemnity

H. REMEDIES FOR POOR PERFORMANCE AND TERMINATION

35. Force Majeure

36. Industrial Action

37. Business Continuity

38. Complaints

39. Remedies for Poor Performance

40. Dispute Resolution

41. Termination

42. Consequences of Termination

43. Exit and Handover Arrangements

I. GENERAL PROVISIONS

44. Notices

45. Legal Proceedings

46. Local Government Ombudsman

47. Agency

48. Entire Agreement

49. Conflict of Interest

50. Use of the Council's Crest or Logo

51. Lien or Encumbrance

52. Severance

53. Waiver

54. The Contract (Rights of Third Parties) Act 1999

55. Law and Jurisdiction

J. CONTRACT SPECIFIC CONDITIONS

56. Use or Occupation of Council Premises

57. Service Provider's Equipment and Council's Equipment

58. Liquidated Damages

CONTRACT SCHEDULES

Schedule 1	Specification
Schedule 2	Performance Monitoring and KPI's Service Outcomes and Standards of Care
Schedule 3	Change Control Procedure
Schedule 4	The Council's Policy Statements
Schedule 5	NOT USED
Schedule 6	NOT USED
Schedule 7	NOT USED
Schedule 8	NOT USED
Schedule 9	NOT USED
Schedule 10	Safeguarding Policy and Disclosure and Barring Risk Assessment Form
Schedule 11	NOT USED
Schedule 12	NOT USED
Schedule 13	NOT USED
Schedule 14	NOT USED
Schedule 15	Pricing Schedule
Schedule 16-	Councils Procedure for dealing with Complaints, including Local Government Ombudsman Guidance
Schedule 17 -	Contract Data and Authorised Officer

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN
CAMBRIDGESHIRE**

CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. DEFINITIONS

“Action Plan”	A detailed plan, agreed by both Parties, with timescales describing actions to be taken to comply with the Contract
“Affected Party”	means a party affected by a Force Majeure Event;
“Annual Price Review”	means Annual adjustments to unit prices that the Council may offer
“Appropriate Pension Provision”	in respect of Eligible Employees, either: (a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or (b) membership or eligibility for membership of a pension scheme, which is certified by the GAD as being broadly comparable to the terms of their Legacy Scheme;
“Approval”	means the written consent of the Contract Manager or any person authorised by the Contract Manager. (“Approved” or “Approve” shall be construed accordingly);
“Authorisation”	means an authorisation given by the Council after completion of the statutory assessment process in relation to a Service User, giving lawful authority to deprive a person of their liberty;
“Authorised Officer”	means the person for the time being appointed by the Council and specified in Schedule 17 as being authorised to administer the Contract on behalf of the Council or such person as may be nominated by the Authorised Officer to act on its behalf
“Basic Disclosure”	means a Basic Disclosure carried out through Disclosure Scotland, which is required where a Service Provider is engaged in a position of trust but is not eligible for a Standard Disclosure check, Enhanced with Barred List Check or Enhanced without Barred List Check;
“Best Value Duty”	means the duty imposed on the Council by Part 1 of the Local Government Act 1999 (“1999 Act”) (as may be amended from time to time) and under which the Council is under a statutory duty to continuously improve the way its

functions are exercised having regard to a combination of economy efficiency and effectiveness and to the guidance issued from time to time by the Secretary of State, the Audit Commission and the Chartered Institute of Public Finance and Accountancy pursuant to or in connection with Part 1 of the 1999 Act and any subsequent legislation;

“Bribery Act”

means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“Business Continuity Plan”

means a plan agreed between the Parties to provide effective prevention and recovery in connection with the Services if the Services are exposed to internal or external threats;

“Calendar Days”

means a day reckoned from midnight to midnight and shall include weekends and bank holidays in England and Wales;

“Cambridgeshire Direct”

the Council’s central contact office for members of the general public to make referrals

“Care and Support Plan”

means the plan, drawn up following the assessment of a Service User, which sets out how their care and support needs will be met and the outcomes to be achieved

“Care Manager/Care Coordinator”

the person appointed and employed by a Locality Team commissioning the Service. Care Manager is a term used in all service areas except Adult Mental Health, who use the term Care Coordinator

Care Quality Commission (CQC)

Care Quality Commission or its successor.

“Carer”

means any relative, friend or neighbour who, without payment, provides help and support to the Service User

“Change Control Procedure”

means the change control procedure set out in **Clause 14** (*Variations and Change Control*) and **Schedule 3** (*Change Control Procedure*);

“Change in Law”

means the coming into effect after the Commencement Date of this Contract of:

- (a) Legislation, other than any legislation which on the Commencement Date of this Contract has been published:
 - i. In a Bill as part of a Government Departmental Consultation Paper
 - ii. In a Bill
 - iii. In a draft statutory instrument or
 - iv. Published as a proposal in the Official Journal of the European Communities
- (b) Any legal guidance; or
- (c) Any applicable judgment of a relevant Court of law which changes or establishes a binding precedent;

“Charging Period”	means the period when an invoice is required to be submitted by the Service Provider to the Council;
“Clause”	means the Clause(s) contained within the Conditions of Contract;
“Commencement Date”	means the date specified in Clause 3.1 of the Contract;
“Conditions of Contract”	means these terms and conditions of Contract referred to as “Clauses” and/or any variation duly agreed in writing in accordance with Clause 14 (<i>Variations and Change Control</i>);
“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA;
“Consumer Price Index” or “CPI”	means the official measure of inflation against consumer prices in the United Kingdom;
“Continuous Improvement Plan”	means the continuous improvement plan detailed in Clause 4.6 agreed between the Parties;
“Contract”	means the agreement between the Provider and the Council consisting of these Conditions and any attached Schedules, the invitation to tender (where applicable) and any other documents (or parts thereof) specified by the Council
“Contracting Authority”	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 (as amended) other than the Council;
“Contract Manager”	means the representative appointed by the Council pursuant to Clause 6 (<i>The Council’s Personnel and Staff</i>);
“Contract Manager Representative(s)”	means representatives appointed by the Contract Manager pursuant to Clause 6 (<i>The Council’s Personnel and Staff</i>);
“Contract Period”	means the period during which this Contract shall remain in force and effect pursuant to Clause 3 (<i>Duration of Contract</i>) and shall be the Initial Term as may be extended in accordance with Clause 3 (<i>Duration of Contract</i>);
“Council”	means Cambridgeshire County Council or its successor body as applicable;
“Council’s Data”	means <ul style="list-style-type: none"> (i) all data, records, information, text, drawings, reports diagrams, images, or sounds generated or processed

- by the Service Provider or provided to the Service Provider for processing under this Contract which at all times shall remain the property of the Council or;
- (ii) any documentation and information produced by or received from or on behalf of the Council in relation to the Services and stored on whatever media;

“Contract Standard”	means those standards set out in Schedule 3
“Council’s Environmental Policy”	means the Council’s document so titled, available on the Council’s website using the link http://www.cambridgeshire.gov.uk/
“Council’s Equipment”	means all equipment, parts, materials, articles and/or mechanisms provided by the Council for use in connection with the Services;
“Council’s Premises”	means any premises owned by the Council or for which the Council has legal responsibility;
“Court”	means a court of competent jurisdiction within the United Kingdom and the European Court of Justice and acts or directions of the European Union Commission;
“CRIP”	the Council’s electronic payment and commitment system
“Criminal Records Checks	<p>means one of four checks carried out (as appropriate) under the bureau established pursuant to the Protection of Freedoms Act 2012,</p> <ul style="list-style-type: none"> • Enhanced Disclosure with a Barred List Check • Enhanced Disclosure without a Barred List Check • Standard Disclosure • Basic Disclosure
“Default”	means any failure, either on the Council’s or the Provider’s part to carry out their respective obligations under this Contract
“Deprivation of Liberty”/”DoL”	means the framework of safeguards set out in Schedule A1 of the Mental Capacity Act 2005 (as amended);
“Direct Payment”	means payments made by the Council to people who have been assessed as needing services from social services, and who would like to arrange and pay for their own care and support services instead of receiving them directly from the local Council
“Directives”	means the EC Acquired Rights Directive 2001/23/EC (as amended);

**“Disclosure & Barring Service
 (“DBS”) ”**

means the Non-Departmental Public Body which helps employers make safer recruitment decisions and prevents unsuitable people from working with vulnerable groups, including children and vulnerable adults;

“DBS Check(s)”

means a Criminal Records Check on an individual carried out through the DBS;

“DBS Adult First”

means the service provided by the DBS that can be used in exceptional cases where, and in accordance with Department of Health guidance, a person is permitted to start work with adults before a DBS certificate has been obtained.

“DBS Update Service”

means a service available through the DBS, where an individual has subscribed for the update service, for a free, instant online check to be carried out by an employer on an individual to see if any new information has come to light since the criminal records certificate was first issued in respect of an individual;

“Disclosure Scotland”

is an executive agency of the Scottish Government, providing criminal records disclosure services by way of a Basic Disclosure check for employers and voluntary sector organisations;

“Discriminatory Change in Law”

means a Change in Law, the terms of which will apply expressly to:

- (a) this Contract and not to similar contracts procured under best value
- (b) the Service Provider and not to other persons;

“Dispute Resolution Procedure”

means the procedure set out in **Clause 40** (*Dispute Resolution*) of this Contract;

“DPA”

means the Data Protection Act 1998;

“Enhanced With Barred List Check”

means a type of Criminal Records Check, which includes a check of the DBS barred lists and any additional information held by the police that is reasonably considered relevant to the role being applied for and includes roles that do not work with children or vulnerable adults specifically but potentially both and should be used for jobs that involve caring for, supervising or being in sole charge of children and/or vulnerable adults;

“Enhanced Disclosure without Barred List Check”

means a type of Criminal Records Check, which includes an enhanced disclosure check without a barred list check that is required where a service providers is engaged in a role that meets the previous definition of Regulated Activity as defined by the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975, and in Police Act Regulations;

“Expiry Date”	means the date this Contract will expire in accordance with Clause 3 (Duration of Contract) ;
“Force Majeure Event”	means any event materially affecting the performance by a Party of its obligations under this Contract arising from any act, event, omission, happening or non-happening beyond its reasonable control including, but not limited to: fire, flood, earthquake, windstorm or other natural disaster; epidemic or pandemic; terrorist attack; nuclear, chemical or biological contamination; compliance with any governmental order, governmental rule or governmental regulation which comes into effect after the Commencement Date; loss at sea; extreme adverse weather conditions; interruption or failure of utility service;
“Former Service Provider”	means any service provider who provided services the same as or similar to the Services to the Council immediately prior to the Commencement Date;
“GAD”	means the Government Actuary Department;
“General Change in Law”	means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law;
“Initial Term”	means the initial term of the Contract from the Commencement Date to 20th September 2020
“Intellectual Property Rights” or “IPR”	means all intellectual and industrial property rights including patents, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
“Key Performance Indicators”	means the key performance indicators as defined and set out in Schedule 2 (Performance Monitoring/KPI’s) ;
“Law”	means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bylaw, regulatory policy, guidance or industry code, judgment of a relevant Court of law, or directives or requirements of any Regulatory Body of which the Service Provider is bound to comply. Any reference to “Legislation” shall be construed accordingly;
“Legacy Scheme”	means the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a

waiting period to become a member of, prior to the Relevant Transfer date;

“Healthwatch”

means the body, structure or arrangement set up in accordance with section 221(1) of the Local Government and Public Involvement in Health Act 2007. Healthwatch aim to give citizens a stronger voice in how their health and social care services are delivered. Run by local individuals and groups and independently supported, the role of Healthwatch is to find out what people want, monitor local services and to use their powers to hold them to account. Each local authority (that provides social services) has been given funding and is under a legal duty to make contractual arrangements that enables Healthwatch activities to take place;

“Local Government Ombudsman”

means a local commissioner (known as the Local Government Ombudsman) who is responsible for conducting investigations for the Commission for Local Administration in England (CLAE), which is a body of commissioners established under the Local Government Act 1974 and which, has the power to investigate complaints about councils (and certain other bodies) in England;

“LGPS”

means Local Government Pension Scheme made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 (as amended);

“LGPS Regulations”

means the relevant LGPS pension regulations in force at the time this Contract is entered into;

“Managing Authority”

means Managing Authority as defined in the Mental Capacity Act 2005 (as amended);

“Month”

means calendar month;

“Party”

means a party to this Contract and “Parties” shall be construed accordingly;

“Persistent Breach”

means where the Service Provider commits the same (or similar) breach of the terms of this Contract at least three (3) times in any rolling three (3) Month period or at least six (6) times in any rolling twelve (12) Month period;

“Prescribed Rate”

means interest at the rate of eight percent (8%) per annum over the Bank of England Official Bank Rate;

“Price”

As agreed in original version of the contract, means the contract price exclusive of any applicable tax, payable to the Service Provider by the Council under this Contract for the full and proper performance of Services provided by the Service Provider.

“Prohibited Act”

the following constitute prohibited acts:

(a) to directly or indirectly offer, promise or give any person

working for or engaged by the Council a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
- (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Qualifying Change in Law”

means:

- (a) a Discriminatory Change in Law; or
- (b) a Specific Change in Law which was not foreseeable at the date of this Contract;

“Regulations”

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or modified from time to time);

“Relevant Transfer”

means a relevant transfer for the purposes of the Regulations;

“Replacement Service Provider”

means any third party appointed by the Council from time to time to provide all or any of services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this Contract whether those services are provided by the Council internally and/or by any third party;

“Request”

shall have the meaning specified in **Clause 20** (*Freedom of Information*);

“Review Date”

means a date six (6) months before the first anniversary of the Commencement Date and annually thereafter;

“Schedules”

means the Schedules attached to this Contract

“Service Provider”

means the Provider delivering the Service

“Service Provider’s Authorised Representative”

means such person nominated in writing by the Service Provider to act as the Service Provider’s representative in relation to this Contract and approved by the Contract Manager;

“Service Provider’s Equipment”	means all equipment, parts, materials, articles and/or mechanisms provided by the Service Provider for use in the provision of the Services;
“Service Provider’s Premises”	means any premises owned by the Service Provider or for which the Service Provider has legal responsibility;
“Service User”	means a person who is the beneficiary of the Services to be provided by the Service Provider;
“Service(s)”	means the Services to be provided pursuant to this Contract, more particularly described in the Specification and Service shall be construed accordingly;
“Significant Decision”	means a decision that needs to be made relating to serious medical treatment or change of accommodation of a Service User in circumstances in which there are no friends or family who it would be appropriate to consult on the decision;
“Specific Change in Law”	means any Change in Law which specifically refers to the provision of a service being the same as or similar to the Services or to the holding of shares in companies whose main business is providing a service being the same as or similar to the Services;
“Specification”	means the description of the Services to be provided under this Contract in Schedule 1 (<i>Specification</i>);
“Staff”	means all persons employed or engaged by the Service Provider to perform this Contract together with the Service Provider’s servants, suppliers, agents, volunteers and sub-contractors used in the performance of this Contract and/or the provision of the Services;
“Standard Disclosure”	means a type of Criminal Records Check for spent and unspent convictions, cautions, reprimands and final warnings, which is required where the role is included in the list of eligible roles detailed in the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975 and the role does not required an enhanced DBS check;
“SVG”	Safeguarding Vulnerable Groups Act 2006 (as amended under the Protection of Freedoms Act 2012);
“Tender Response Document”	means the Service Provider’s proposal to meet the Specification setting out the methods to be used by the Service Provider to provide the Services under this Contract as set out in Schedule 6 (<i>Tender Response Document</i>);
“VAT”	means value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function;
“Variation”	means any change to: <ul style="list-style-type: none"> (i) the terms and Conditions of Contract or Schedules

- (ii) the Services or any of them
- (iii) the standard of performance required of a Party materially over and above that expressly stated or provided for under this Contract provided such variation or change is in accordance with **Clause 14** (*Variations and Change Control*);

“Working Day” means between Monday to Sunday (inclusive)

“Working Hours” means anytime between 00.00 and 23.59 (where applicable)

2. INTERPRETATION OF THIS CONTRACT

- 2.1 Except as otherwise expressly provided, the documents comprising this Contract are to be taken as mutually explanatory of one another.
- 2.2 Any references to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force, and to include any bylaws, licenses, statutory instruments, rules, regulations, orders, notices, directions, European Union legislation made thereunder, and any condition attaching thereto.
- 2.3 The headings in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 2.4 The expression ‘person’ used in this Contract shall include (without limitation) any individual partnership, local authority or incorporated or unincorporated body.
- 2.5 In this Contract, the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa.
- 2.6 References to Clauses or Schedules shall be to Clauses and Schedules of this Contract.
- 2.7 Any undertaking hereunder not to do any act or thing shall be deemed to include an undertaking not to permit or allow the doing of that act or thing where that permission or allowance is within the control of the Service Provider.
- 2.8 In the event of any inconsistency or conflict between the main body of this Contract and the Schedules, the order or precedence as set out below shall prevail:
 - (a) The Conditions of this Contract;
 - (b) **Schedule 1** (*Specification*);
 - (c) Remaining Schedules of this Contract
- 2.9 In the event of a conflict (or any inconsistency) between the provisions of **Clause 2.8** above and any Variations made to this Contract after the Commencement Date, the Variation as agreed between the Parties shall take precedence.

B. THE SERVICES AND PERSONNEL

3. DURATION OF CONTRACT

- 3.1 This Contract shall commence on the **21st day of September 2017** and shall continue for the Initial Term (3 years) unless terminated sooner in accordance with the provisions of

this Contract or extended in accordance with **Clauses 3.2-3.4** at the sole discretion of the Council for **(one) 1 year by giving at least (six) 6 Months'** prior notice in writing.

- 3.2 If there is provision under **Clause 3.1** to extend the Contract and the Council notifies the Service Provider of its desire to extend the Contract beyond the Initial Term pursuant to **Clause 3.1** then the terms and conditions of this Contract apply, save for the Price which may be revised and must be agreed by both Parties provided the change to the Price is not a material change to the Contract.
- 3.3 If the Service Provider fails to provide a response to the Council in respect of the notification by the Council to extend the Contract within **(fifteen) 15 working days** or notifies the Council that it does not wish to accept the extension of the Contract or accepts the extension subject to amendments to the Price that are not acceptable to the Council, the Contract shall expire at the end of the Initial Term.
- 3.4 If the Service Provider does accept the Contract extension on terms that are acceptable to the Council, this Contract shall remain in full force and effect for the duration of the Contract extension, save that all references to the Contract Period shall be deemed to include any such Contract extension until 20th September 2021 and the Expiry Date shall be amended as agreed between the Parties to give effect to the Contract extension, save that the Expiry Date shall in no event be a date after 20th September 2021.

4. THE SERVICES

- 4.1 The Service Provider shall provide the Services during the Contract Period in accordance with the Contract and in particular **Schedule 1 (Specification)**, which forms part of the Contract.
- 4.2 The Service Provider shall discharge its obligations under this Contract with all due skill, care and diligence by appropriate, competent, qualified and trained Staff. Except as otherwise specified in this Contract, the Service Provider shall provide all Staff and a sufficient number of Staff, the Service Provider's Equipment, information and data and anything else whatsoever required for the provision of the Services including any Variations to this obligation pursuant to **Clause 14 (Variations and Change Control)**. Except as specified in writing, the Service Provider shall not in any circumstances use the Council's Premises and/or Council's Equipment.
- 4.3 In recognition of the best value duty placed on the Council by the Local Government Act 1999, the Parties to this Contract shall work together to identify how the Services can be continuously improved. Reviews shall be conducted in accordance with **Clause 15 (Performance Monitoring and Contract Review)** and these Clauses generally. The Service Provider agrees to co-operate fully and assist the Council at no extra charge in any manner reasonably required by the Council in connection with the Council's performance of its Best Value duty. The Service Provider shall observe and facilitate the Council's request of cost savings. Where appropriate, a Variation shall then be made in accordance with **Clause 14 (Variations and Change Control)**, provided that such Variation does not constitute a material change to the Contract.
- 4.4 Pursuant to **Clause 4.3**, the Service Provider shall throughout the Contract Period and in accordance with its obligations under this Contract, provide a service that represents value for money.
- 4.5 NOT USED
- 4.6 NOT USED

4.7 The Service Provider shall at all times comply with all relevant Council policies and codes of practice provided a copy has been given by the Council to the Service Provider.

4.8 Timely provision of the Services shall be of the essence of this Contract unless otherwise agreed in writing

5. SERVICE PROVIDER'S WARRANTY, RESPONSIBILITY AND KNOWLEDGE

5.1 The Service Provider warrants and represents that:

5.1.1 it has the full capacity and authority and all necessary consents to enter into and perform this Contract;

5.1.2 it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

5.1.3 it has not directly or indirectly canvassed any member or official of the Council with a view to gaining more favourable consideration of its tender submission for this Contract and has complied in all respects with the conditions and instructions of tendering; and

5.1.4 [all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Service Provider in connection with the tendering process are true, complete and accurate in all respects.

5.1.5 In the three (3) years prior to the Commencement Date:

- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- (ii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

5.2 The Service Provider shall be deemed to have examined the documents constituting the Contract, including the Conditions of Contract, **Schedule 1 (Specification)** and the other Schedules and to have satisfied itself before tendering as to the correctness and sufficiency of its tender submission to cover all its obligations under this Contract and for all matters and things necessary for the proper completion of the Services.

5.3 The Service Provider shall be responsible for the accuracy of all documentation and information or anything else supplied to the Council by the Service Provider and the Service Provider shall pay the Council any extra costs incurred by the Council as a result of any discrepancies, errors or omissions therein

6. THE COUNCIL'S PERSONNEL AND THE STAFF

6.1 The Council shall appoint a Contract Manager to administer this Contract and act as its representative in connection with this Contract. The Contract Manager shall exercise the functions allocated to him/her under this Contract. The Council may from time to time remove and replace the Contract Manager, such removals or replacements being notified immediately in writing to the Service Provider's Authorised Representative.

6.2 The Contract Manager may appoint from time to time representatives to oversee the day to day operation of the Contract who shall be the Contract Manager's Representatives. The Council shall notify the Service Provider in writing immediately upon any such appointment.

- 6.3 The Service Provider shall at all times comply with any decision of the Contract Manager or Contract Manager's Representatives (as appropriate) in the exercise of their own functions under this Contract unless and until such decision is altered or amended by an agreed settlement following a reference under **Clause 14** (*Variations and Change Control*).
- 6.4 The Council will require the Service Provider to provide in writing the name, telephone number and contact address for the Service Provider's Authorised Representative who will be responsible for the management of this Contract. The Service Provider's Authorised Representative must be empowered by the Service Provider to take decisions in respect of this Contract and must be available to the Council during Working Hours.
- 6.5 The Service Provider's Authorised Representative must have sufficient knowledge of this Contract and the Services to deal with all the Council's requirements in respect of the performance of this Contract. The Council may acting reasonably direct that any nominated Service Provider's Authorised Representative who is unsuitable in respect of skill and knowledge to carry out the functions on behalf of the Service Provider specified in this Contract is no longer involved in the Services. However, the final decision in relation to a Staff member shall remain the responsibility of the Service Provider.
- 6.6 The Service Provider's Staff shall be properly and suitably qualified, competent, skilled, honest, instructed, trained, experienced and supervised and shall at all times exercise due care in the execution of their duties as well as:
- 6.6.1 comply with the relevant provisions of the Contract; and
- 6.6.2 comply with all relevant Law, policies, codes, rules, procedures and standards of the Service Provider and all relevant rules, codes, policies, procedures and standards of the Council, notified to the Service Provider by the Contract Manager from time to time.
- 6.7 The Service Provider shall be liable for any acts, omissions or defaults of its Staff howsoever arising in connection with the Services.
- 6.8 If and when directed by the Council, the Service Provider shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with this Contract to any of the Council's Premises, specifying the capacities in which they are concerned with this Contract and giving such other particulars as the Council may reasonably desire.
- 6.9 The Council reserves the right under this Contract to refuse to admit to, or to withdraw permission to remain on the Council's Premises any Staff member whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
- 6.10 The Council shall allow representation to be made by the Service Provider before any Staff member is to be refused access to any of the Council's Premises.
- 6.11 The Service Provider shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Service Provider by the Council for entry to any Council Premises and shall only permit such keys, passes and other means of access to be used in accordance with the Contract Manager's instructions and then only to the extent required for the purposes of providing the Services.
- 6.12 The Service Provider shall ensure that the Contract Manager is informed as soon as reasonably practicable of the loss of any keys, passes and other means of access to or around the Council's Premises and shall reimburse to the Council any cost of replacement

and/or any reasonable security measures implemented as a direct or indirect result of such loss.

Pre-Employment Checks

- 6.13 The Service Provider shall carry out appropriate pre-employment checks, prior to the appointment of an individual in connection with the Services, (including but not limited to references, medical clearance, proof of right to work in the UK, professional registration/qualifications and an appropriate Criminal Records Check, where relevant.) Where appropriate and subject to the Council's Approval, the Service Provider may employ a potential member of Staff where the Service Provider has applied for and received the results of a DBS Adult First check, on the condition that a check has been made and the potential Staff member is not identified on the list and all legal requirements including informing the Contract Manager and the Service User are complied with as well as compliance with the guidance in **Schedule 10**. Prior to making any offer of employment, the Service Provider shall carry out a risk assessment in a form equal to or exceeds the risk assessment form referred to in **Schedule 10**, in relation to any non-UK citizen and any UK citizen, who lived abroad in the (five) 5 year period prior to being considered for appointment in connection with the Services.
- 6.14 The Service Provider shall obtain consent, prior to the commencement of any work of each Staff member employed to work in connection with this Contract, to carry out all necessary checks under **Clause 6.13** and obtain consent of the Staff member to provide evidence upon the request of the Council that such checks have been carried out.
- 6.15 Any Staff member whose conduct places any of the Council's personnel, any member of the public and/or any third party or any Service User at risk or which might bring the Council into disrepute when working in connection with the provision of the Services shall be the subject of immediate investigation by the Service Provider and dealt with to the satisfaction of the Council which might direct that the Staff member be removed from working in connection with the Services.
- 6.16 The Service Provider through monitoring of its compliance with this **Clause 6** shall ensure that the Council is kept advised at all times of any Staff member who, subsequent to his/her commencement of and during employment as a Staff member, commits any criminal act whatsoever or whose previous convictions become known to the Service Provider or commits any act which puts or could put a Service User at risk or could bring the Council into disrepute.
- 6.17 The Council reserves the right to visit the Service Provider's Premises to audit and check disclosure information as specified in **Clause 6** to ensure and confirm evidence provided by the Service Provider of compliance with this **Clause 6**.

SAFEGUARDING IN EMPLOYMENT

- 6.18 The Service Provider shall maintain and keep up to date appropriate policies on child protection and the protection of adults at risk. These policies shall comply with any legislative and registration/regulatory requirements, Department of Health guidelines and also with policies, procedures and guidelines issued by the Council. The Service Provider shall ensure that these policies, procedures and guidelines are communicated to Staff and that appropriate training is provided to Staff in relation to them.
- 6.19 The Service Provider must have in place comprehensive procedures for reporting of and managing allegations against Staff which demonstrates the promotion of the safety and welfare of children and/or adults at risk and are compliant with statutory requirements. The Service Provider must be able to evidence safe and robust recruitment procedures and practice for all Staff working with children and/or adults at risk. The Service Provider shall

ensure that Staff know about and comply with the requirements to make accurate, factual and contemporaneous records to ensure compliance with this **Clause 6**.

- 6.20 The Service Provider should fulfil its legal obligations in relation to carrying out Criminal Records Checks and checking Staff through the DBS or Disclosure Scotland (as appropriate) and the relevant national or local safeguarding authority, where necessary and appropriate and complete a risk assessment form in respect of each Staff member when making decisions in relation to convictions revealed by the Criminal Records Check, using a form equivalent to or exceeds the risk assessment form referred to in **Schedule 10**. The Service Provider is required to pay the full cost of any such registration and related costs. The Service Provider acknowledges that the Council has legal responsibilities under the SVG and that the Service Provider must check the Protection of Children list and the Protection of Vulnerable Adults list and comply with all other relevant Law in relation to safeguarding children and/or vulnerable adults and shall provide such evidence of compliance with this **Clause 6** as the Council shall reasonably require. The Service Provider shall carry out repeat the checks specified in this **Clause 6.20** on every three (3) year anniversary from the Commencement Date or carry out regular checks using the DBS Update Service (where applicable).
- 6.21 The Service Provider shall nominate and name a designated senior officer or manager and make arrangements during the provision of the Services under this Contract to ensure that it complies with the provisions of the SVG.
- 6.22 The designated senior officer or manager referred to in **Clause 6.21** above shall comply with the provisions of "*Working together*" for safeguarding children, young people and adults in dealing with allegations of abuse made against the Service Provider's employees who work with children, young people and adults. The Service Provider shall have in place a safeguarding policy, which is equal to or exceeds the Safeguarding Policy included in **Schedule 10** (except where a conflict arises between the Safeguarding Policy at **Schedule 10** with the Conditions and/or the Specification, in which case the order of precedence of documents specified in **Clause 2.8** shall apply).
- 6.23 The Service Provider shall be entirely responsible for the employment and conditions of service of its Staff and all obligations relating thereto. In addition to the pre-employment checks to be carried out under this **Clause 6**, the Service Provider shall ensure that suitable references reflecting the Staff member's suitability to work with children and/or vulnerable adults are taken up as part of the recruitment process. All Staff members proposed for the Service shall be subject to an appropriate Criminal Records Check, which should be carried out and results obtained prior to the Staff member being employed in connection with the Service. Should an adverse entry be revealed as a result of the Criminal Records Check and/or should any convictions including those that would otherwise be spent under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 be revealed, the Service Provider shall notify the Contract Manager of these immediately. The Council shall have a right to veto the employment or engagement of any Staff member proposed for the Service as a result of the adverse entry/convictions, but not unreasonably or vexatiously.
- 6.24 The Service Provider shall use one of the following methods for the advice, processing and storage of each Criminal Records Check:
- 6.24.1 NOT USED
- 6.24.2 by the Service Provider directly (if DBS registered); or
- 6.24.3 through an external DBS umbrella body.

- 6.25 The Service Provider shall comply with and observe all relevant Law in relation to Criminal Records Checks and follow all recommendations and general guidance issued including by any Central Government Department on Criminal Records Checks and carrying out Criminal Records Checks in relation to any person engaged in a role that meet the previous definition of Regulated Activity as defined by the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975, and in Police Act Regulations. When deciding whether the outcome of the Criminal Records Check is satisfactory and whether the individual concerned is suitable to carry out the role in connection with the Services.
- 6.26 The Service Provider shall maintain and disclose to the Council a record of the outcome of the Criminal Records Check, in relation to each Staff member where a Criminal Records Check is required, setting out the disclosure number and date the disclosure was made. The Service Provider shall store the record of the disclosure securely within the Service Provider's organisation in accordance with the Data Protection Act 1998 and DBS Code of Practice. The Service Provider warrants to the Council that each disclosure number will be unique and can, if necessary, be reconciled against a Staff member's name engaged or appointed in connection with the Services.
- 6.27 The Service Provider must have a robust system which evidences that when Staff are suspended or dismissed and safeguarding children and/or vulnerable adults guidance including government guidance is followed and relevant professional bodies informed in the event of non-compliance. The Service Provider will ensure that it has appropriate procedures in place that support:
- 6.27.1 the immediate reporting to the Contract Manager of concerns and details of any incidents and/or convictions in relation to Staff members; and
- 6.27.2 other action necessary to support the Council's policies, including the possible mandatory participation in child protection meetings and actions.
- 6.28 The Service Provider shall have codes of conduct in place for all Staff that set out clear standards of conduct especially in relation to personal and sexual relationships between Staff and Service Users or other children and/or vulnerable adults.
- 6.29 The Service Provider must provide evidence of robust and effective complaints and whistle-blowing policies including a guarantee to Staff and Service Users that using these complaints and/or whistle blowing procedures appropriately will not prejudice their own position and prospects.
- 6.30 If abuse of an individual is taking or has taken place or is suspected the Service Provider must comply with the "duty to refer" by immediately notifying the Contract Manager and/or safeguarding children and adults lead of the Council as well as the Service Provider's safeguarding children and vulnerable adults lead and should consider suspension of the Staff member(s) and take emergency measures (for example, inform police/seek medical assessment/treatment (as appropriate)). The Service Provider must, as far as is practicable, preserve any evidence but may not commence any investigation until authorised to do so by the Contract Manager. The Service Provider must also notify the DBS and/or Disclosure Scotland (as appropriate) if a Staff member is dismissed or removed from working in connection with the Services for the reasons described in the "Duty to Refer" section of **Schedule 10**.
- 6.31 The Service Provider shall obtain the consent of each Service User to forward the Service User's records to the Council on termination or expiry of the Contract.

Requests for Information from the Disclosure and Barring Service (DBS)

- 6.32 The Council shall be entitled under its duty to the DBS to respond to requests from the DBS for further information already held by the Council in relation to the Staff.
- 6.33 The Service Provider shall respond to requests from the Council within a reasonable time about Criminal Records Checks in relation to the Staff and shall cooperate with the Council to enable the Council to comply with its duty to the DBS.
- 6.34 Failure by the Service Provider to comply with the safeguarding provisions of this **Clause 6** shall entitle the Council to terminate the Contract in accordance with **Clause 41.1.5.5**.

7. OFFER OF EMPLOYMENT

- 7.1 For the duration of this Contract and for a period of twelve (12) Months after the Expiry Date or earlier termination of this Contract, the Service Provider shall not employ or offer employment to any of the Council's employees and/or personnel who have been associated with the procurement and/or the contract management of the Services. This Clause shall not affect an offer of employment which results from a response by the employee and/or personnel member to any public advertisement.

C. FINANCIAL ARRANGEMENTS

8. CONTRACT PRICE AND PAYMENT

- 8.1 In return for the Provider carrying out its obligation under this Contract, the Council shall pay the Provider the Contract Price as set out in Schedule 15.
- 8.2 The contract price remains the same as the original contract plus any inflationary or other uplifts which have already been communicated to the Service Provider.

9. RECOVERY OF SUMS DUE

- 9.1 Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Council in respect of any breach of this Contract), the Council may deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under this Contract or any other contract with the Service Provider.
- 9.2 Any overpayment by the Council to the Service Provider shall be recoverable by the Council.
- 9.3 The Service Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has obtained the prior Approval of the Council to such deduction.

10. VALUE ADDED TAX

- 10.1 Any consideration due in respect of taxable supplies under this Contract is exclusive of VAT.
- 10.2 If this Contract or anything in it gives rise to a taxable supply for VAT purposes on the production of a valid VAT invoice the appropriate Party shall pay to the other a sum equal to that VAT in addition to the relevant consideration.
- 10.3 The appropriate Party shall provide to the other any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract.

10.4 A VAT invoice will not be valid for the purposes of charging VAT if more than forty-eight (48) Months have elapsed since the time of supply.

10.5 It is agreed that neither Party shall be liable for any penalties or interest arising from the accounting nor the failure of the other to account to HM Revenue and Customs at the correct time for any VAT correctly due in relation to the consideration referred to in this **Clause 10**. The Service Provider shall be liable to the Council for any losses, costs, expenses the Council incurs as a result of the Service Provider accounting nor the failure of the other to account to HM Revenue and Customs at the correct time for any VAT correctly due in connection with this Contract.

11. PERFORMANCE BOND/PARENT COMPANY GUARANTEE

11.1 NOT USED

12. EURO

12.1 Any legislative requirement to account for the Services in the Euro, (or to prepare for such accounting) instead of and/or in addition to GBP, shall be implemented by the Service Provider at nil charge to the Council.

12.2 The Council shall provide all reasonable assistance to facilitate compliance by the Service Provider under **Clause 12.1**.

12.3 Notwithstanding **Clause 12.1** any additional costs, duties and responsibility arising out of the United Kingdom entering into the European Monetary Union and relating to this Contract shall be at the Service Provider's sole expense.

D. CONTROL OF THIS CONTRACT

13. ASSIGNMENT AND SUBCONTRACTING

13.1 The Service Provider shall not assign or in any way dispose of this Contract or any part thereof.

13.2 The Service Provider shall not sub-contract the whole or any part of this Contract to any person without the prior Approval of the Council (such Approval not to be unreasonably withheld or delayed) provided the Council was made aware of the use of the specific sub-contractor in the Tender Response Document submitted to the Council.

13.2.1 The Service Provider must not use agency staff in the delivery of this contract without prior approval from the Council.

13.3 If the Service Provider should sub-contract the provision of the Services or any part thereof to any person, that shall not relieve the Service Provider from any liability or obligation under this Contract and the Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor or agents in all respects as if they were the acts, defaults or neglect of the Service Provider.

13.4 Where the Council has Approved the use of a sub-contractor, such sub-contract(s) shall reflect the same terms of this Contract and for the avoidance of doubt the sub-contract(s) shall not contain any terms which are incompatible and/or conflict with this Contract.

13.5 The Council shall be entitled to:

- 13.5.1 assign, novate or otherwise dispose of its rights and obligations under this Contract either in whole or part to any Contracting Authority or Replacement Service Provider which shall not increase the burden of the Service Provider's obligations pursuant to this Contract; or
- 13.5.2 novate this Contract to any body established by statute in order substantially to perform any of the functions that previously had been performed by the Council which shall not increase the burden of the Service Provider's obligations pursuant to this Contract.
- 13.6 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not, subject to **Clause 13.7**, affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the Council.
- 13.7 If this Contract (whether in whole or part) is novated pursuant to **Clause 13.5** to an undertaking that is not a Contracting Authority, or if an undertaking that is not a Contracting Authority becomes the Council (for the purposes of this **Clause 13.7** both such undertakings are referred to as the "Transferee"):
- 13.7.1 the rights of termination of the Council in **Clause 41** (*Termination*) shall be available, to the Service Provider if applicable to the Transferee; and
- 13.7.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the Service Provider, such consent not to be unreasonably withheld or delayed.
- 13.8 The Council reserves the right to jointly attend any meeting between the Service Provider and its authorised sub-contractor in connection with the Services.

14. VARIATIONS AND CHANGE CONTROL

- 14.1 Any very minor change to this Contract, as determined by the Contract Manager, shall be agreed by the Parties in accordance with **Schedule 3** (*Change Control Procedure*).
- 14.2 All changes to the Contract other than those specified in **Clause 14.1** above shall be agreed by the Parties in writing as a Variation to the Contract.
- 14.3 The Council may request a Variation to the Contract provided that such Variation does not amount to a material change to the Contract. If the Council wishes to request a Variation it must notify the Service Provider in writing of:
- 14.3.1 details of the proposed the Variation and giving the Service Provider sufficient information to assess the extent of the Variation proposed;
- 14.3.2 details of any change to the Price required in order to implement the Variation. Such Variation in the Price shall be calculated by the Service Provider and agreed in writing with the Council and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. The Council shall provide such information as may be reasonably required to enable such varied Price to be calculated. If the Price cannot be agreed, the issue will be referred for dispute resolution under **Clause 40** (*Dispute Resolution*); and
- 14.3.3 the time limit within which the Supplier shall respond to the request for a Variation and such time limits shall be reasonable having regard to the nature of the Variation.
- 14.4 No Variation of this Contract shall be binding on either Party unless made in writing and signed by duly authorised representatives of each of the Parties or sealed/executed

as a deed by the Parties (as appropriate).

15. PERFORMANCE MONITORING AND CONTRACT REVIEW

- 15.1 Contract review meetings will be held between the Service Provider's Authorised Representative and the Contract Manager at regular intervals specified in advance by the Council to monitor the Service Provider's performance both on this Contract as a whole and against performance targets specified in **Schedule 2 (Performance Monitoring and KPI's)** (including provisions of **Clause 4.5 to 4.6** inclusive). The Service Provider shall afford all necessary resources and facilities to allow the Council to carry out its contract reviews and provide all reasonable information required at no additional cost to the Council.
- 15.2 The Service Provider shall monitor its performance in the delivery of the Services in accordance with the procedure set out in **Schedule 1 (Specification)** and **Schedule 2 (Performance Monitoring and KPI's)** and provide all information required therein in the format required.
- 15.3 Provided that the Service Provider's Authorised Representative is given reasonable notice of the same, the Service Provider's Authorised Representative shall attend meetings where an issue related to the Services is to be considered unless an emergency situation arises, as determined by the Contract Manager in which case the Service Provider's Authorised Representative may be required to attend a meeting with the Contract Manager at short notice.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All Intellectual Property Rights in any Council Data, specifications, instructions, data, databases, models, reports or other material:
- 16.1.1 furnished to or made available to the Service Provider by the Council by way of an exclusive licence during the Contract Period shall remain the property of the Council;
- 16.1.2 prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Contract shall belong to the Council and the Service Provider shall not, and shall procure that the Staff shall not, (except when necessary for the implementation of the Contract) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Contract) which the Service Provider may obtain in performing the Contract except information which is already in the public domain.
- 16.2 The Service Provider shall procure that the owner of the third party Intellectual Property Rights grants to the Council a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Service Provider or to any other third party providing services to the Council, and shall be granted at no additional cost to the Council.
- 16.3 The Service Provider shall during and after the expiration of this Contract, on written demand indemnify and keep indemnified the Council against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this Clause by the Service Provider and/or any of its Staff, except where any such claim relates to: the use of data supplied by the Council which is not required to be verified by the Service Provider under any provision of this Contract.

- 16.4 Nothing in this Contract shall in any way derogate from the rights of the Council under any Law relating to copyright.
- 16.5 The Council shall notify the Service Provider in writing of any claim or demand brought against the Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider. The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:
- 16.5.1 shall consult the Council on all substantive issues which arise during the conduct of such litigation and negotiations;
- 16.5.2 shall take due and proper account of the interests of the Council; and
- 16.5.3 shall not settle or compromise any claim without the Council's prior written consent (not to be unreasonably withheld or delayed).
- 16.6 The Council shall at the request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Council or the Service Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of this Contract.
- 17. AUDIT RIGHTS**
- 17.1 The Service Provider shall permit or procure permission for any authorised representative of the Council (including the Council's internal auditors and external auditors) to have reasonable access for audit purposes to information, documents, data, systems, the Service Provider's Premises and/or the Service Provider's Equipment used in the provision of the Services and any information, documents, reports or anything else reasonably required for inspection by the Council and/or its authorised representatives.
- 17.2 Access shall include (without limiting the generality of the foregoing):
- 17.2.1 reasonable access to the Staff of the Service Provider who are engaged in the provision of the Services;
- 17.2.2 inspection of the arrangements being made by the Service Provider to comply with its obligations under this Contract;
- 17.2.3 access to such financial and other records kept as part of the provision of the Services by the Service Provider as may be reasonably required from time to time by the Council to enable the Council to verify the sums due and payable under the terms of this Contract. The Service Provider shall keep and maintain for a period of six (6) years after the Contract Period, or a longer period as may be agreed between the Parties, full and accurate records of this Contract including Services provided under it, all expenditure reimbursed by the Council and all payments made by the Council. For the avoidance of doubt this Clause is in addition to any legal requirement and does not negate the need for any such retention of records;
- 17.2.4 access to records relating to Service Users within a timeframe specified by the Council.
- 17.3 Access may be at any time without notice provided there is good cause for access without notice and provided that the Contract Manager and/or the Contract Manager's Representatives shall comply with all reasonable requirements of the Service Provider for

the purpose of protecting the confidentiality of the information of third parties and no information will be divulged to any third party save in pursuance of statutory obligations.

- 17.4 The Council reserves the right to carry out an audit jointly with the Service Provider of the performance of authorised sub-contractors used in connection with the Services.

18. RECORDS

- 18.1 The Service Provider shall maintain current and accurate records of all work carried out in the provision of the Services and shall ensure that these records shall be available for inspection by an authorised representative of the Council at all reasonable times in accordance with **Clause 17**.
- 18.2 The Service Provider shall maintain security safeguards against the destruction or loss or unauthorised use or alteration of records irrespective of the storage media which are under the Service Provider's control as part of the Services including the Council's Data. Such safeguards shall include an obligation on the Service Provider to ensure that access to records is only obtained by such Staff as may be specifically designated by the Contract Manager and access to records by Staff is provided only as necessary in connection with the provision of Services.
- 18.3 If any records are accidentally or wilfully destroyed otherwise than by the Council or on the authorisation of the Council in the event that the Service Provider does not have in place a method for reinstatement or replacement of such records within seven (7) Working Days of receipt of a notice from the Council and without prejudice to the Council's other rights at law the Service Provider shall reimburse the Council's reasonable costs in restoring such records and/or the Council's Data such costs to be accounted for during the term of this Contract by way of rebate in subsequent invoices for the sums paid pursuant hereto.

19. PUBLICITY

- 19.1 Except with the prior Approval of the Council, the Service Provider shall not make any press announcements or publicise this Contract or any part thereof in any way.
- 19.2 The Service Provider shall take reasonable steps to ensure the observance of the provisions of **Clause 19.1** by all of its' Staff.
- 19.3 The Council shall consult with the Service Provider to inform its decision regarding any redactions required by the Service Provider prior to publication, however the final decision regarding publication shall lie with the Council taking into account the guidance for dealing with Requests.
- 19.4 The Council shall be entitled to publicise and/or release a copy or copies of the Contract in accordance with any legal obligation upon the Council and/or compliance with a Court order, including any examination of this Contract by an auditor or otherwise.
- 19.5 The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract.

E. FREEDOM OF INFORMATION CONFIDENTIALITY AND DATA PROTECTION

20. FREEDOM OF INFORMATION

- 20.1 The Service Provider acknowledges that the Council is subject to the requirements under the Freedom of Information Act 2000 ("**FOIA**") and the Environment Information

Regulations 2004 (“**EIR**”) and shall cooperate with the Council (at the Service Provider’s expense) to enable the Council to comply with these information disclosure requirements and any requests for information under the FOIA and/or EIR (“**Request(s)**”).

- 20.2 The Service Provider shall give reasonable assistance to the Council to comply with the FOIA and EIR. The Service Provider shall not do any act either knowingly or recklessly that would cause the Council to be in breach of the FOIA and/or the EIR.
- 20.3 In particular, the Service Provider shall supply all such information to the Council (together with reasonable assistance to locate the same) which are needed by the Council to comply with its obligations under the FOIA and EIR within a timescale to be agreed on a case by case basis, but in any event, not to exceed the timescale that the Council must comply with as specified in the FOIA and/or EIR (as appropriate).
- 20.4 The Service Provider shall advise the Council of any Request received by the Service Provider where the information requested is subject to the Services provided under this Contract and shall follow the Council’s access procedures in fulfilling the Request.
- 20.5 The Service Provider shall be required to follow all Council processes and procedures that provide for compliance with the FOIA and EIR where information held is subject to the Services.
- 20.6 Without prejudice to the generality of its obligations under this **Clause 20**, the Service Provider shall:-
 - 20.6.1 transfer any Request for Confidential Information that it or its sub-contractor receives, to the Contract Manager of the Council as soon as practicable after receipt and in any event within two (2) Working Days following receipt of the Request; and
 - 20.6.2 provide the Council with a copy of all information in its or its Staff members’ possession or power that the Council reasonably considers it relevant to the Request and in the form that the Council requires as soon as practicable and in any event within five (5) Working Days following receipt of the Council’s request for that information (and any follow-up information required by the Council thereafter within two (2) Working Days following receipt of the Council’s follow-up request);
 - 20.6.3 The Service Provider will forward to the Council immediately any Request it directly receives.
- 20.7 In the event that the Council or the Service Provider receiving a Request pursuant to **Clause 20.6** reasonably believes that any information required to be disclosed by the Council is exempt from the provisions of the FOIA the Service Provider may notify the Council accordingly, specifying the reasons for the belief that the information is exempt, such notification to be given within two (2) Working Days of the date on which the Request for information is received.
- 20.8 In the event that the Service Provider notifies the Council in accordance with **Clause 20.7** the Council shall acting in good faith consider the reasons given by the Service Provider and following such consideration shall either:
 - 20.8.1 withdraw its request in the event that it agrees the information is exempt; or
 - 20.8.2 confirm its request in which case the Service Provider shall provide the information so requested within such period as may reasonably be specified by the Council.
- 20.9 Subject to the provisions of **Clause 21 (Confidentiality)** the Council shall have the discretion to disclose any information which is the subject of this Contract to any person

who makes a request under the Act and/or Regulations and which, in the opinion of the Council, it has to disclose to discharge its responsibilities under the FOIA and/or EIR.

- 20.10 When exercising its right under **Clause 20.9**, the Council shall consult the Service Provider and may take account of any reasonable suggestions made by the Service Provider, however the final decision as to whether any information shall be withheld or disclosed shall lie with the Council.

21. CONFIDENTIALITY

- 21.1 The Parties to this Contract each agree to keep confidential all information that ought to be considered as confidential that is shared between them (however it is conveyed or on whatever media it is stored) in relation to the Service and/or the Service Users.

- 21.2 Each Party:

- 21.2.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

- 21.2.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

- 21.3 The Service Provider shall ensure that its Staff are aware of the Service Provider's confidentiality obligations under this Contract.

- 21.4 The Service Provider and/or its Staff shall not use any Confidential Information it receives from the Council otherwise than for the purposes of this Contract.

- 21.5 The foregoing restriction set out in **Clause 21.2** relating to Confidential Information shall not apply to:

- 21.5.1 information which at the time of disclosure is generally available to the public other than by breach of this **Clause** by the Council;

- 21.5.2 information which is in possession of the disclosing party (without restrictions) before the date on which the disclosing party received that information as a result of or in connection with this Contract;

- 21.5.3 information which is required to be disclosed by Law and/or compliance with a Court order;

- 21.5.4 information which is reasonably required by any person engaged in the performance of their obligations in relation to the Contract for the performance of those obligations.

- 21.6 Nothing in this **Clause 21** shall prevent the Council disclosing any Confidential Information:

- 21.6.1 for the purpose of the examination and certification of the Council's accounts; or

- 21.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Council has used its resources; or

- 21.6.3 to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be

entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is Confidential Information and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or

21.6.4 to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Contract provided that in disclosing information the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

21.7 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

22. Data Protection

22.1 Each Party, including the Staff and the Council's employees and personnel, shall comply with the requirements of the DPA in relation to the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach, of the DPA.

22.2 The Service Provider shall give all reasonable assistance to the Council necessary to enable it to comply with its obligations under the DPA.

22.3 The Service Provider shall be notified in accordance with the DPA and shall advise the Contract Manager of its notification reference on the Public Register of Data Controllers.

22.4 In relation to all Personal Data (as defined in the DPA) and processing any of the Council's Data, the Service Provider shall at all times comply with the DPA as a Data Processor (as defined by the DPA). Where the Service Provider is a Data Controller in the course of providing the Services, it shall if necessary, maintain a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services.

22.5 The Service Provider shall only undertake processing of Personal Data reasonably required in connection with the Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

22.6 The Service Provider shall bring into effect and maintain all necessary technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to Personal Data including but not limited to take reasonable steps to ensure the reliability of Staff having access to the Personal Data and shall ensure that its Staff receive appropriate training in data protection to ensure compliance.

22.7 The Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Service Provider. Within thirty (30) Calendar Days following the date of such a request, the Service Provider shall supply written particulars of all such measures detailed to a reasonable level such that the Council can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

22.8 The Service Provider shall comply with the Council's security requirements including adherence to security policies and with obligations equivalent to those imposed on the Council by the Seventh Data Protection Principle (as set out in Schedule 1 of the DPA) and any requirements specifically notified to the Service Provider by the Council.

22.9 The Service Provider shall either be certified to BS ISO/IEC 27001 or have agreed a security policy with the Council that complies with all relevant standards of ISO/IEC 27001

and shall have provided the Contract Manager with a copy of the policy. In the event that the Service Provider is not certified to ISO 27001, the Council shall be entitled to establish its own systems audit for evaluating and monitoring the effectiveness of the Service Provider's data protection systems and shall be entitled to deduct the reasonable cost of maintaining such systems from sums due to the Service Provider.

- 22.10 The Service Provider shall, upon reasonable notice, allow officers of the Council to have reasonable rights of access at all times to the Service Provider's Premises, Staff and its records in connection with the provision of Services for the purposes of monitoring the Service Provider's compliance with its security requirements, including its obligations under the DPA.
- 22.11 The Service Provider shall ensure that personal information is not disclosed, either free of charge or in return for payment, to any other party except where there is a legal or regulatory obligation to do so and where the Service Provider has consulted the Council regarding the legality and mechanism of the disclosure and obtained the Council's written consent in advance of the disclosure.
- 22.12 The Service Provider shall not disclose Personal Data to any third parties other than:-
 - 22.12.1 to Staff to whom such disclosure is reasonably necessary in order for the Service Provider to carry out the Services; or
 - 22.12.2 to the extent required by Law and/or compliance with a Court order;
 - 22.12.3 provided that disclosure under this **Clause 22.12** is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this **Clause 22** and that the Service Provider shall give notice in writing to the Council of any disclosure of Personal Data it is required to make under **Clause 22.12** immediately it is aware of such a requirement.
- 22.13 Without prejudice to the generality of the foregoing, the Service Provider shall not read/listen and shall prohibit its Staff unless necessary in connection with the provision of Services and all its visitors from reading/listening (as appropriate) to any documents however produced or any information displayed on any screen or the contents of any tape or electronically produced recording. The Service Provider shall also ensure that all Staff who are permitted access to Confidential Information and/or Personal Data receive appropriate training in data protection to ensure compliance.
- 22.14 The Service Provider shall immediately inform the Council of any breach or potential breach of this **Clause 22**.

F. ADDITIONAL STATUTORY OBLIGATIONS AND REGULATIONS

23. BRIBERY CORRUPTION AND FRAUD

- 23.1 The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- 23.2 The Service Provider shall take all reasonable steps to prevent any fraudulent activity (including but not limited to the submission of inaccurate, incomplete, misleading or falsified management information) by the Staff, the Service Provider (including its shareholders, members and directors) and/or any of the Service Provider's suppliers, in connection with the receipt of monies from the Council.

- 23.3 Where the Council has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Services and payments made hereunder, the Council shall have the right of access to the Service Provider's Premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records and to interview the Staff engaged in connection with the Services.
- 23.4 The Service Provider:
- 23.4.1 shall not, and shall procure that its Staff shall not, in connection with this Contract commit a Prohibited Act; and
- 23.4.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.
- 23.5 The Service Provider shall if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency for the purpose of compliance with the Bribery Act.
- 23.6 The Service Provider shall have an anti-bribery policy.
- 23.7 The Council shall be entitled to immediately terminate the Contract or any part of it and to recover from the Service Provider the amount of any loss resulting, plus the value of any gift or consideration if in relation to the Contract or any other contract with the Council if the Service Provider and or any of its Staff-:
- 23.7.1 (whether with or without that Service Provider's knowledge) shall have offered, or given, or agreed to give, to any person, any gift, or consideration, inducement or reward of any kind, for doing or not doing any action (except in accordance with a permitted and lawful subcontract), or
- 23.7.2 committed any offence under the Prevention of Corruption Acts 1889 to 1916 and/or Bribery Act 2010; or
- 23.7.3 given any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act, 1972.
- 23.8 If any breach of this **Condition 23** is suspected or known, the Service Provider must notify the Council immediately.
- 23.9 The Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation in relation to this **Clause 23** including allowing the Council to audit books, records and any other relevant documentation.

24. RE-USE OF PUBLIC SECTOR INFORMATION

- 24.1 The Service Provider acknowledges that the Council has legal responsibilities to allow re-use of public sector information in accordance with the Re-Use of Public Sector Information Regulations 2005.
- 24.2 The Council shall not authorise re-use of information which is exempt from disclosure under the FOIA and the EIR.

24.3 The Council shall not authorise re-use of information where the Service Provider owns the Intellectual Property Rights in that information, unless re-use is required by Law and/or compliance with a Court order.

24.4 Where information is jointly owned by the Council and the Service Provider and it is impossible to identify the Intellectual Property Right elements owned by each Party the Council shall consult the Service Provider before authorising re-use, however the final decision shall lie with the Council.

25. EQUAL OPPORTUNITIES

25.1 In the performance of the Services, the Service Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination including the Equality Act 2010 (as amended from time to time) whether in race, gender, religion, belief, disability, sexual orientation, gender reassignment, marriage, or civil partnership, age, human rights, pregnancy or maternity or otherwise in employment and shall have regard to other official guidance and code of practice in relation to promotion of equality in employment.

25.2 The Service Provider shall comply with the provisions of the National Minimum Wage Act 1998 (as amended) in relation to the payment of its Staff.

25.3 The Service Provider shall have an equal opportunities policy approved by the Council or shall have adopted the Council's own equal opportunities policy and procedures which is available on the Council's Website using the link <http://www.cambridgeshire.gov.uk/> as may be amended from time to time and notified to the Service Provider.

25.4 The Service Provider shall take all reasonable steps to secure the observance of this **Clause 25** by its Staff employed in connection with the Contract.

25.5 The Service Provider shall provide such information as the Council may reasonably require for the purpose of assessing the Service Provider's continued compliance with this **Clause 25**. From time to time the Council may request and the Service Provider shall produce and send to the Council an audit in writing on an annual basis of an anonymised random sample of employees (the size of sample to be specified by the Council) demonstrating that the National Minimum Wage has been paid and taking into account travel time under Regulation 15 and training under Regulation 19 of the National Minimum Wage Regulations 1999.

25.6 If any Court or tribunal, or the Equality and Human Rights Commission (or any other Commission promoting equal opportunity) should make any finding of unlawful discrimination against the Service Provider, then the Service Provider shall immediately inform the Council of such a finding and the Council shall have the right to terminate this Contract in accordance with **Clause 41.1.5.6** if, having discussed the matter with the Service Provider, it is of the opinion that the actions of the Service Provider leading up to the finding were sufficiently serious as to undermine its compliance with this **Clause 25**.

25.7 In the event that the Council does not exercise its right of termination under **Clause 41 (Termination)** the Service Provider shall discuss with the Council the appropriate steps the Service Provider needs to take to prevent repetition of the unlawful discrimination and shall provide the Council with details of any such steps taken within a time limit specified by the Council.

26. HEALTH AND SAFETY

26.1 In relation to the Staff, the Service Provider shall at all times comply with the requirement of the Health and Safety at Work Act 1974 and any other legislation or order pertaining to

the health and safety of employees and others who may be affected by the Service Provider's acts or omissions in providing the Services under this Contract.

- 26.2 The Service Provider shall comply with all health and safety requirements affecting the Service Provider's Premises and when working on any Council Premises and the Council's health and safety rules for Service Providers set out in **Schedule 4** (*The Council's Policy Statements*), as appropriate. The Service Provider shall take full responsibility for the adequacy and safety of all operations and methods adopted in the performance of the Services and the acts of its Staff. The Service Provider shall notify the Council in writing if any method or practice set out in any Method Statement within the **Schedule 6** (*Tender Response Document*) shall be or shall become an unsafe method of practice.
- 26.3 The Service Provider shall throughout the Contract Period have full regard for the safety of all persons, including its Staff and shall keep any Council's Premises it uses, the Service Provider's Premises, stores, the Council's Equipment (so far as the same shall be under its control) and the Service Provider's Equipment in an orderly state appropriate to the avoidance of danger to all persons, and shall provide and maintain at its own cost adequate warning signs when and where necessary or required by the Council or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.
- 26.4 The Council reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Service Provider is, in the reasonable opinion of the Council, in contravention of the Health and Safety at Work Act 1974 and provisions within this **Clause 26**.

27. WHISTLEBLOWING

- 27.1 The Service Provider confirms that the Contract Manager is authorised as a person to whom the Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 ("**PID Act**") and declares that any of its Staff making a protected disclosure (as defined by PID Act) shall not be subjected to any detriment and the Staff will be made aware of this provision. The Service Provider further declares that any provision in any contract purporting to preclude a member of its Staff from making a protected disclosure is void.
- 27.2 The Service Provider shall review its Whistleblowing policy and procedure on an annual basis and shall reflect the Council's Whistleblowing Procedure and Guidance which can be found at http://www.cambridgeshire.gov.uk/site/scripts/google_results.aspx?q=whistleblowing

28. OBSERVANCE OF STATUTORY REQUIREMENTS

- 28.1 Without prejudice to the particularity of the foregoing or the particularity of the Clauses in this Contract each of the Parties shall comply with all requirements of the Law to be observed and performed in connection with the Services and a defaulting Party shall indemnify the non-defaulting Party against all actions, claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by it or any of its Staff of this **Clause 28**. The Service Provider shall notify the Council of any breach of any statutory or other provision relating in any way to the provision of or connected with the Services.
- 28.2 The Council will consider any representation made by the Service Provider in relation to this Clause. The Council reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Service Provider is, in

the reasonable opinion of the Council, in contravention of the Law including those provisions referred to in this Clause or at any time enacted or notified to the Service Provider during the course of this Contract.

- 28.3 If the right reserved in **Clause 28.2** is exercised then the Council may employ and pay a Replacement Service Provider to provide the Services required and, where appropriate, may recover from the Service Provider any additional costs in so doing.

Mental Capacity Act and Deprivation of Liberty Safeguards

- 28.4 In relation to the Mental Capacity Act 2005 (as amended) ("**MCA**"):

- 28.4.1 The Service Provider, including its Staff shall comply with the provisions set out in the MCA when delivering Services.
- 28.4.2 The Service Provider shall have a clear written policy approved by the Council on its approach to the MCA. The policy may be reviewed by the Council from time to time and shall ensure that any reasonable amendments requested by the Council are incorporated into its diversity policy within twenty one (21) Calendar Days of request by the Council.
- 28.4.3 All Staff must be trained at induction to follow the reporting procedures specified in the policy and that training should be updated at least annually
- 28.4.4 The Service Provider shall notify the Council immediately where a Service User may lack capacity and a Significant Decision is to be made.

- 28.5 In relation to the Deprivation of Liberty Safeguards:

- 28.5.1 The Service Provider shall have regard to the MCA Code of Practice including the supplementary DoL Safeguards Code of Practice in its role as a Managing Authority.
- 28.5.2 The Service Provider shall have a clear written policy approved by the Council and reviewed from time to time on its approach to the DoL, which includes but is not limited to the following:
- 28.5.2.1 a clear procedure for the recording of information;
- 28.5.2.2 the process for applying for an Authorisation to the Council;
- 28.5.2.3 the process once a Authorisation request has been made;
- 28.5.3 The Service Provider shall appoint a lead contact to act on behalf of the Service Provider for all purposes connected with the MCA and DoL. The Service Provider shall notify the Council of the lead contact details prior to the Commencement Date.
- 28.5.4 The Service Provider shall forthwith give notice in writing to the Council of any change in the identity, address, e-mail and telephone numbers of the person appointed as lead contact The Service Provider shall give maximum possible notice to the Council before changing its lead contact.

28.6 HEALTHWATCH

- 28.6.1 The Service Provider shall upon reasonable notice permit or procure permission for the authorised representatives of the relevant Healthwatch to have access to and observe the carrying-on of activities on premises controlled by

that Service Provider and provide information to the Healthwatch.

Clause 28.6.1 shall not apply if:

- 28.6.1.1 the presence of the authorised representative on the premises or that part of it would compromise the effective provision of care and support services or the privacy or dignity of any person;
 - 28.6.1.2 the authorised representative undertakes viewing or observation on the premises which is not related to the function of Healthwatch;
 - 28.6.1.3 it is in a non-communal part of the Service Provider's Premises, is part of the Service Provider's Premises which is a Service User's home or is used as accommodation by employees;
 - 28.6.1.4 a request is made to view an excluded activity;
 - 28.6.1.5 the request applies to a part of the Service Provider's Premises where care and support services are not provided;
 - 28.6.1.6 in the view of the Service Provider's Premises the authorised representative is not acting reasonably and proportionately, or
 - 28.6.1.7 the authorised representative does not provide the Service Provider with evidence that they are authorised in accordance with Regulation 4 of the Local Involvement Networks (Duty of Service Providers to Allow Entry) Regulations 2008.
- 28.7 The Service Provider shall notify the Council within five (5) Working Days after the inspection of any notices served by Healthwatch with respect to the Service Provider, or their Staff.

29. ENVIRONMENTAL REQUIREMENTS

- 29.1 The Service Provider shall when carrying out the Service and/or working on the Service Provider's Premises and/or Council Premises perform this Contract in accordance with the Council's Environmental Policy, including a requirement to conserve energy, water, wood, paper and other resources to reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases volatile organic compounds and other substances damaging to health and the environment.

30. HUMAN RIGHTS ACT 1998

- 30.1 In the performance of the Services the Service Provider shall comply with the Human Rights Act 1998 as if it was a "Public Authority" within the meaning of the Human Rights Act 1998.
- 30.2 If a third party threatens or commences proceedings or complaint against the Council on the grounds that there has been a breach of any person's rights under the Human Rights Act 1998 in connection with this Contract, the Service Provider shall use all reasonable endeavours to co-operate with the Council so as to enable the Council:
- 30.2.1 to achieve the aim of successfully averting or defending the proceedings or complaint; and/or
 - 30.2.2 to comply with any order, judgment or direction made pursuant to the same by any duly authorised authority.

- 30.3 The Council may additionally in its discretion determine such modifications to this Contract as may be required to enable it to comply with the provisions of the Human Rights Act 1998 and the Service Provider shall forthwith comply with such modifications.

31. CHANGE IN LAW

- 31.1 The Service Provider shall take all steps reasonably necessary to ensure that the Services are performed in accordance with the terms of this Contract following any Change in Law.

General Change in Law:

- 31.2 The Service Provider shall comply with any General Change in Law at the Service Provider's sole risk and cost.

Qualifying Change in Law

- 31.3 If a Qualifying Change in Law occurs or is shortly to occur, then either Party may write to the other to express an opinion on its likely effects, giving details of its opinion of:

31.3.1 any necessary change in the Services and the Price of this Contract;

31.3.2 whether any changes are required to the terms of this Contract to deal with the Qualifying Change in Law;

31.3.3 whether relief from compliance with the obligations is required, including the obligation of the Service Provider to achieve the Commencement Date, milestones or to meet any Service level requirements at any time.

31.4 As soon as practicable after any notification in accordance with **Clause 31.3** the Parties shall discuss and agree the matters referred to in that Clause and any way in which the Service Provider shall provide evidence of how it can mitigate the effect of the Change in Law, including:

31.4.1 providing evidence that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-contractor;

31.4.2 demonstrating that a foreseeable Qualifying Change in Law had been taken into account by the Service Provider before it occurred;

31.4.3 giving evidence as to how the Qualifying Change in Law has affected the cost of providing the Services; and

31.4.4 demonstrating that any expenditure that has been avoided has been taken into account in amending the Price.

31.5 Any increase in the Price, relief from the Service Provider's obligations agreed by the Parties or any change to the Contract required pursuant to this **Clause 31** shall be considered and implemented, if agreed, in accordance with **Clause 14** (*Variations and Change Control*).

32. TRANSFER OF UNDERTAKINGS

- 32.1 The Council makes no assurances or representations as to the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the TUPE Regulations") on the Contract.
- 32.2 The Provider acknowledges that it has formed its own view as to whether the Regulations apply for the Services, which are the subject of the Contract.
- 32.3 It is agreed by the parties that the Contract price shall not be varied after the Contract comes into force on the ground that the Regulations do or do not apply to the Contract or of other changes in employment law (irrespective of the belief of either party prior to the signature of the Contract as the legal effect of the Regulations).
- 32.4 In accordance with clause 32.6, it is acknowledged by the Provider and the Council that TUPE Regulations may apply upon expiry or termination of the Contract for any reason. The Provider shall provide such details relating to the Provider's method of Service delivery and Staff, and of their terms and conditions of service and a list of Staff details, terms and conditions including all other relevant information, as the Council may reasonably require as being necessary to disclose to other bidders to enable them to prepare and make an informed bid.
- 32.5 The Provider shall comply with such request as soon as is reasonably practicable and, in any event within twenty (20) business days of being so requested, and at no cost to the Council. If the Provider fails to provide this information the Provider shall not be permitted to tender for the subsequent contract.
- 32.6 In the event that TUPE Regulations do apply to the subsequent contract for provision of the Services then the Provider shall ensure that the information disclosed is accurate and up to date as at the point of transfer and that all known existing liabilities have been discharged. The Provider shall indemnify the Council against:
- 32.6.1 all claims, costs, damages, compensation, fines and other liabilities resulting from a cause of action arising prior to the date of transfer; and
- 32.6.2 all claims, expenses, damages, compensation, fines and other liabilities resulting from failure to consult with the workforce or any part of it.
- 32.7 The Provider shall within 10 business days of receiving a written request from the Council provide to the Council any information deemed by the Council necessary concerning any measures (within the meaning of the Regulations and the EC Acquired Rights Directive 77/187 as amended) that the Provider intends to take in relation to any relevant employee and shall indemnify the Council against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses) in relation to any breach of this obligation.
- 32.8 The Provider undertakes not to change personnel or Service delivery structure, nor dismiss Staff other than for bona fide or economic or operational reasons related to the delivery of Service under the contract, including but not limited to changes to preclude or promote the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 upon termination or expiry of the Contract. By way

of example, the Provider shall not unreasonably allocate Staff into particular contracts without organisational or economic justification nor artificially reorganise its workforce into particular undertakings for each contract nor increase the remuneration of employees nor otherwise improve their terms and conditions or employment without economic justification towards the expiry date.

32.9 NOT USED

32.10 NOT USED

32.11 **TUPE Compliance on Termination**

32.11.1 During the twelve (12) months prior to the Expiry Date or after the Council has given notice to terminate this Contract and within twenty eight (28) Calendar Days of being so requested to do so, the Service Provider shall fully and accurately disclose to the Council any and all information in relation to all persons engaged in providing the Service including:

32.11.1.1a list in electronic format of each employee employed by the Service Provider in the provision of the Service including each employee's start date;

32.11.1.2a list of agency workers, agents and independent service providers engaged by the Service Provider in the provision of the Service;

32.11.1.3the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of each employee included in the list to be provided under **Clause 32.11.1.1**; and

32.11.1.4the terms and conditions of employment of each Transferring Employee; their age and identity; the information that must be included in the employee's written statement of employment particulars under s.1 of the Employment Rights Act 1996; information on any disciplinary procedure taken in relation to the employee or grievance procedure taken by the employee within the previous two (2) years in relation to which the ACAS code of practice on disciplinary and grievance procedures applies; information on any Court or tribunal claim brought by the employee against the transferor within the previous two (2) years and any potential claim against the transferee arising out of the employee's employment with the transferor; information about any collective agreements that will have effect after the transfer in relation to the Transferring Employee.

32.11.2 During the twelve (12) months prior to Expiry Date or where notice to terminate this Contract for whatever reason has been given, the Service Provider shall not without the prior written consent of the Council unless bona fide in the ordinary course of business:

32.11.2.1 vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Service;

32.11.2.2 materially increase or decrease the number of employees employed in connection with the Service;

32.11.2.3 increase the remuneration of employees;

32.11.2.4 assign or re-deploy any employee employed in connection with the Service to other duties unconnected with the Service; or

32.11.2.5 otherwise improve terms and conditions of employment of any of its employees without

economic justification towards the Expiry Date with a view to discouraging other potential bidders.

G. INSURANCE AND INDEMNITY

33. INSURANCE

- 33.1 Without prejudice to the general indemnity given at **Clause 34 (Indemnity)** and without thereby limiting its responsibilities under this **Clause 33** the Service Provider shall insure with a reputable insurance company against any damage loss or injury which may occur to any property or to any person by or arising out of or in consequence of the Service Provider's execution of its obligations under this Contract or in carrying out of this Contract and shall take out and maintain the following insurance policies:-

Public Liability Insurance

- 33.1.1 Public liability insurance of a minimum of five million pounds (£5,000,000) or such greater sum as the Service Provider may choose in respect of any one incident.

Employers Liability Insurance

- 33.1.2 Employers Liability Insurance of a minimum of ten million pounds (£10,000,000) or such greater sum as the Service Provider may choose in respect of any one incident.

Professional Indemnity Insurance

- 33.1.3 Professional Indemnity Insurance in respect of the Service Provider's obligations to provide the Services with reasonable skill care and diligence in an amount of not less than five million pounds (£5,000,000) for any one occurrence or a series of occurrences arising out of any one event for a period of twelve (12) years from the completion date of this Contract.
- 33.2 Should the Service Provider cease to be insured due to such insurance ceasing to be available to service providers of the same profession or discipline the Council may but not unreasonably or vexatiously without prejudice to any accrued rights or remedies under this Contract terminate this Contract by notice in writing having immediate effect.
- 33.3 The Service Provider shall supply to the Council at the commencement of the Contract forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Service Provider's insurance policies comply with **Clauses 33.1.1, 33.1.2 and 33.1.3.**

34. INDEMNITY

- 34.1 None of the Parties shall exclude or limit its own liability for:-
- 34.1.1 death or personal injury caused by its negligence, or that of its own personnel or staff (including its employees, servants, suppliers, agents, volunteers and sub-contractors);
- 34.1.2 acts of fraud or fraudulent misrepresentation by it or its personnel or staff (including its employees, servants, suppliers, agents, volunteers and sub-contractors); or
- 34.1.3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 34.2 The Service Provider shall be liable for and shall fully and promptly indemnify and keep indemnified the Council, its employees and agents, (unless caused as a result of default

or negligence by the Council or the Council's employees or agents) against all liabilities, demands, proceedings, actions, damages, costs (including legal costs), losses, claims, charges, expenses, consequential loss or damage and any other liabilities whatsoever in any way arising out of or in connection with the Services and/or this Contract and including but not limited to -:

- 34.2.1 any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly or indirectly by any act or omission of the Service Provider;
- 34.2.2 the Service Provider's failure to provide all or any part of the Service in accordance with the Contract or at all;
- 34.2.3 any breach by the Service Provider of any of the provisions of the Contract;
- 34.2.4 the use or occupation by the Service Provider of any of the Council's Premises;
- 34.2.5 the use by the Service Provider of the Council's Equipment;
- 34.2.6 any negligent, other tortious or fraudulent act or omission of, or breach of statutory duty by the Service Provider.
- 34.3 The liability set out in **Clause 34.2** shall, for the avoidance of doubt, include liability for third parties employed in connection with the Services so far as the management of, or instructions issued to, such third parties is the responsibility of the Service Provider.

H. REMEDIES FOR POOR PERFORMANCE AND TERMINATION

35. FORCE MAJEURE

- 35.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party, or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out all or a material part of its obligations under this Contract by that Force Majeure Event.
- 35.2 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party before the expiration of twenty-four (24) hours. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 35.3 Within forty-eight (48) hours, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 35.4 If the Force Majeure continues for more than thirty (30) Calendar Days the Council may terminate this Contract by giving thirty (30) Calendar Days' written notice. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Contract occurring prior to such termination.
- 35.5 This **Clause 35** does not affect the Council's rights to terminate this Contract in accordance with **Clause 41 (Termination)** in respect of any ground for termination which does not arise from a delay in or failure of the Service Provider in the performance of its obligations under this Contract where such delay or failure has not arisen as a result of a Force Majeure Event.

36. INDUSTRIAL ACTION

36.1 The Service Provider shall give the maximum possible advance warning of prospective industrial action and/or industrial dispute by its Staff likely to affect the performance of this Contract adversely.

36.2 In the event that:

36.2.1 industrial action is taken by any Staff member such as that the provision of the Services are, in the opinion of the Council, materially disrupted; or

36.2.2 action is taken by the Service Provider so as to prevent its Staff from providing the Services, the Service Provider shall make every attempt to ensure its Staff continue to provide the Services in accordance with the Contract. The occurrence of industrial action by the Staff shall not relieve the Service Provider from any of its obligations set out in this Contract. The Council reserves the right to make alternative arrangements for the provision of the Services and to charge the Service Provider for any difference in resultant cost including the cost of a Replacement Service Provider or terminate this Contract by notice in writing to the Service Provider in accordance with **Clause 41.1.4.1**.

37. BUSINESS CONTINUITY

37.1 The Parties shall agree no later than sixty (60) Working Days after the Commencement Date a Business Continuity Plan which shall ensure that the Service Provider can restore or regenerate full business activity in the event of an internal or external threat within a reasonable period of time as specified by the Council.

37.2 The Business Continuity Plan shall contain but shall not be limited to timescales and methods for ensuring business continuity in respect of a major failure of the Services or any part thereof, as determined by the Contract Manager.

37.3 The Service Provider shall review and assess the Business Continuity Plan every twelve (12) Months and produce a report to the Council of the success or failure. If the Council is not satisfied with the Business Continuity Plan provided by the Service Provider, the Council reserves the right to ask for the review and assessment to be repeated at the Service Provider's expense.

37.4 Any costs incurred in the preparation and implementation of the Business Continuity Plan shall be the responsibility of the Service Provider.

38. COMPLAINTS

38.1 The Service Provider shall ensure that it has a complaints procedure in place from the Commencement Date in respect of complaints about the Services, which shall be approved by the Council from time to time.

38.2 The Service Provider shall ensure that the information specified below is included in its complaints procedure:

38.2.1 that the Service being provided is being provided on behalf of the Council;

38.2.2 that in the event any Service User of the Services, or any member of the general public is dissatisfied with the manner in which or the standard to which the Service is being provided, they may (but only after exhausting the Service Provider's complaints procedure) make a formal complaint to the Contract Manager; and

38.2.3 the address and telephone number of the Contract Manager.

- 38.3 The Service Provider shall notify the Contract Manager within 5 Working Days if it receives any complaints in relation to the Services with details of how the Service Provider proposes to resolve the complaint. If the complaint is not resolved to the satisfaction of the Contract Manager within the time specified by the Contract Manager, the Contract Manager may take action in accordance with **Clause 39 (Remedies for Poor Performance)**.

39. REMEDIES FOR POOR PERFORMANCE

- 39.1 If the Contract Manager informs the Service Provider's Authorised Representative in writing that the Council considers that any part of the Services provided do not meet the requirements of this Contract or differ in any way from specified requirements, and this is other than as a result of default or negligence on the part of the Council, and the breach or failure to provide any all or any part of the Service is capable of remedy, the Service Provider shall, at its own expense produce a plan of corrective action specifying timescales for the plan of action to be put into place (the "Action Plan").
- 39.2 If the Service Provider fails to produce the Action Plan within the time limit specified by the Council or if there are any elements of the Action Plan that the Contract Manager disagrees with then the Contract Manager shall specify amendments to the Action Plan and the Service Provider shall pay to the Council the costs of preparation of any such amendments made by the Council.
- 39.3 Approval of the Action Plan will be confirmed in writing by the Contract Manager to the Service Provider's Authorised Representative.
- 39.4 Improvements in performance will be monitored in accordance with the Action Plan by each of the Parties.
- 39.5 If the Service Provider fails to satisfy the Council within the time limit specified by the Council that the areas of concern raised in the Action Plan have been remedied then the Council shall be entitled to terminate all or any part of this Contract by notifying the Service Provider in writing of the problem and giving notice to terminate in thirty (30) days from the date of the notice or in respect of the Service or any part of the Service and the provisions of **Clause 42 (Consequences of Termination)** of this Contract shall apply.
- 39.6 The Council may at its sole discretion stop making new placement of Service Users with the Service Provider until satisfactory resolution of the default in accordance with this **Clause 39**.
- 39.7 Without prejudice to any other rights and remedies the Council may have pursuant to this Contract the Service Provider shall reimburse the Council for all reasonable costs incurred by the Council which have arisen as a consequence of the Service Provider's delay in the performance of its obligations under this Contract and which delay the Service Provider has failed to remedy following reasonable notice from the Council.
- 39.8 If the breach by the Service Provider or failure to provide all or any part of the Services is not capable of remedy, as determined by the Contract Manager, it shall be dealt with in accordance with **Clause 41 (Termination Clause)**

40. DISPUTE RESOLUTION

- 40.1 The Parties shall each use reasonable endeavours to resolve any dispute by means of prompt bona fide discussion first between the Contract Manager and the Service Provider's Authorised Representative. Failure to agree a settlement within three (3) Working Days shall result in the dispute being escalated to both Parties managerial level appropriate to the dispute in question. In the event that such a dispute is not resolved

within three (3) Working Days, thereafter it shall be escalated to each Parties appropriate director for resolution. The respective directors shall meet within four (4) Working Days to resolve the dispute. Failure to reach a settlement shall invoke the rest of this **Clause 40**.

- 40.2 Nothing in this **Clause 40** shall prevent the Parties from seeking from any Court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 40.3 If the dispute cannot be resolved by the Parties pursuant to **Clause 40.1** the dispute shall be referred to mediation pursuant to the procedure set out in **Clause 40.5** unless:
- 40.3.1 the Council considers that the dispute is not suitable for resolution by mediation; or
- 40.4.2 the Service Provider does not agree to mediation.
- 40.4 The performance of this Contract by the Service Provider shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and its Staff shall comply fully with the requirements of this Contract at all times.
- 40.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 40.5.1 a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he/she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
- 40.5.2 The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him/her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 40.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 40.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be confirmed in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 40.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the agreement without the prior written consent of both Parties.
- 40.5.6 If the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.
- 40.6 Unless agreed otherwise in any mediation each Party shall bear its own costs of such mediation.

41. TERMINATION

- 41.1 The Council may by notice in writing with immediate effect (or at such later date as it may specify) terminate this Contract in whole if any one of the events set out in this **Clause 41.1** occurs -:
- 41.1.1 if the Service Provider breaches the provisions of **Clause 23** (*Bribery, Corruption, Gratuities and Fraud*);
- 41.1.2 has offered or agreed to pay or gave or did pay or give any sum of money inducement or valuable consideration directly or indirectly to any person in respect of an act or omission in relation to any other tenderer or proposed tenderer for the Services;
- 41.1.3 if at any time it is discovered by the Council that the Service Provider:-
- 41.1.3.1 has fixed or adjusted the amount of its tender for this Contract by or in accordance with any Contract or arrangement with any other person; or
- 41.1.3.2 communicated to any person other than the Council the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender) or;
- 41.1.3.3 entered into any contract or arrangement with any other person that it would refrain from tendering or as to the amount of any tender to be submitted; or
- 41.1.4 if the Service Provider:-
- 41.1.4.1 ceases to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets which in the reasonable opinion of the Council would adversely affect the delivery of the Services;
- 41.1.4.2 the majority of shares carrying a right to vote in the Service Provider or its Holding Company are acquired by a person who is not at the Commencement Date a majority shareholder;
- 41.1.4.3 has an application made under the Insolvency Act 1986 in its respect to the Court for the appointment of an administrative receiver;
- 41.1.4.4 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- 41.1.4.5 has a liquidator receiver or manager of its business or undertaking duly appointed;
- 41.1.4.6 has an administrative receiver as defined in the Insolvency Act 1986 or the Companies Act 2006 appointed;
- 41.1.4.7 has a proposal made for a voluntary arrangement for a composition in satisfaction of debts or a scheme of arrangement of the Service Provider's affairs approved in accordance with the Insolvency Act 1986;
- 41.1.4.8 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;
- 41.1.4.9 is in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitles the Court to make a winding-up order;
- 41.1.4.10 has an administration order made in respect of it;
- 41.1.4.11 the Service Provider undergoes a change of control, within the meaning of section 450 of the Corporation Tax 2010, which in the opinion of the Council impacts adversely and materially on the performance of this Contract.

The Council at its sole discretion may appoint a Replacement Service Provider on the same terms and conditions as this Contract as a result of corporate restructuring, including takeover, merger, acquisition or insolvency of the Service Provider provided that the Replacement Service Provider meets the pre-qualification criteria *and* the change in service provider does not result in any other substantial amendments to the Contract.

41.1.5 The Council may terminate this Contract in whole or in part by notice in writing with immediate effect if at any time the Service Provider:-

41.1.5.1 NOT USED

41.1.5.2 fails to comply with any statutory duty or requirement in so far as such duty or requirement affects or relates to the Services, including the loss of any statutory licence or certification which is required for the performance of the Services or as otherwise required by the Contract;

41.1.5.3 does anything which has the effect of putting the Council in breach of a statutory duty or any licence held by the Council;

41.1.5.4 fails to comply with or breaches **Clause 22 (Data Protection)**;

41.1.5.5 fails to comply with or breaches the safeguarding provisions of **Clause 6**;

41.1.5.6 fails to comply with or breaches **Clause 25 (Equal Opportunities)**;

41.1.5.7 NOT USED

41.1.5.8 If at any time the Service Provider commits a Persistent Breach or Persistent Breaches of any of the terms of this Contract, and where the Persistent Breach or Persistent Breaches are capable of remedy but are not remedied by the Service Provider in accordance with **Clause 39 (Remedies for Poor Performance)**.

41.1.5.9 If at any time the Service Provider commits a substantial breach of any of the terms of this Contract and the Contract Manager reasonably regards such a breach as incapable of being remedied.

41.1.6 Break Clause

41.1.6.1 NOT USED

42. CONSEQUENCES OF TERMINATION

42.1 If the Contract is terminated in accordance with **Clause 41 (Termination)** -:

42.1.1 the Service Provider shall forthwith cease to perform the Services;

42.1.2 the Service Provider shall pay in full and promptly the cost of providing the Service or having the Service provided or any part thereof as would have been provided by the Service Provider during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Service Provider for providing the Services if the termination is due to an act, omission, default, negligence or breach of the Service Provider or any of its Staff;

42.1.3 the Service Provider shall return all Personal Data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Council;

42.1.4 the cessation by the Service Provider of use of the Council's Data and the handing over to the Council of a complete and uncorrupted version of all Council Data and all records, information, documents whatsoever held including without limitation Service User records, correspondence with Staff, the Council's service departments, any Service Users and any other relevant third party and anything else relating to the performance of the Services in its possession custody or control either in its then current format or in a format nominated by the Council (in which event the Council shall reimburse to the Service Provider the Council's reasonable data conversion expenses) whether such Council Data is on hard copy or on a disk or on any computer systems.

42.2 If the Service Provider fails to comply with **Clause 42.1**, the Council may recover

possession thereof and the Service Provider grants a licence to the Council and its authorised representatives to enter (for the purposes of such recovery) any of the Service Provider's Premises where any such items may be held.

42.3 NOT USED

42.4 If the Service Provider is unable or fails to provide the Services or any part thereof in accordance with this Contract, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby may be deducted from any sums due to the Service Provider under the Contract or shall be recoverable from the Service Provider by the Council as a debt. The Council's right under this **Clause 42.4** shall be without prejudice to any other rights or remedies which it may possess.

42.5 The Council shall be entitled in respect of any loss or damage to the Council resulting from or arising out of the termination of the Contract, to deduct the same from any sum or sums which would but for **Clause 41 (Termination)** have been due from the Council to the Service Provider under the Contract or any other contract or be entitled to recover the same for the Service Provider as a debt. Such loss or damage shall include the reasonable costs to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Services or any part thereof when the total costs, loss and/or damage resulting or arising out of the termination of the Contract have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would but for **Clause 41 (Termination)** have been due to the Service Provider, any balance shown as due to the Council shall be recoverable as a debt or alternatively, the Council, subject to the **Clause 9 (Recovery of Sums Due)**, shall pay the Service Provider any balance due to the Service Provider;

42.6 The rights of the Council under this **Clause 42** are in addition to and without prejudice to any other rights or remedies the Council may have against the Service Provider directly or pursuant to any guarantee and/or performance bond or indemnity.

42.7 Expiry or earlier termination of the Contract shall be without prejudice to the rights and remedies of the Service Provider and the Council accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either such Party to recover any amount outstanding at the termination or expiration.

42.8 Expiry or earlier termination of this Contract shall not effect the continuing rights and obligations of the Parties under **Clauses 1 (Definitions), 2 (Interpretation and Construction), 5 (Service Provider's Warranty, Responsibility and Knowledge), 16 (Intellectual Property Rights), 17 (Audit Rights), 20 (Freedom of Information), 21 (Confidentiality), 22 (Data Protection), 23 (Bribery, Corruption and Fraud), 24 (Re-Use of Public Sector Information), 32 (Transfer of Undertakings), 34 (Indemnity), 42 (Consequences of Termination), 43 (Exit and Handover Arrangements)** or under any other provision of this Contract that is expressed to survive expiry or termination or is required to give effect to expiry or termination or the consequences of such expiry or termination.

43. EXIT AND HANDOVER ARRANGEMENTS

43.1 The Service Provider shall not charge the Council or any Replacement Service Provider for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this **Clause 43** on expiry or earlier termination.

43.2 The plan for the orderly handover of the Services to the Council or its Replacement Service Providers following termination or expiry of this Contract shall include compliance by the Service Provider of the provisions specified in **Clause 42**.

- 43.3 The Service Provider shall forthwith upon the request of the Contract Manager, supply to the Council any information reasonably specified by the Council as being necessary for the re-tendering of this Contract.
- 43.4 On giving written notice to the Service Provider and after twelve (12) months of the date of the expiry or earlier termination of this Contract unless the individual is responding to a job advert the Council shall have the right:
- 43.4.1 to offer any of the Staff who has previously been involved in performing the Services employment or a contract for services with the Council and the Service Provider agrees that if such person accepts such offer the Service Provider shall release such person from any contractual restriction with it which such acceptance may otherwise contravene;
- 43.4.2 to require the Service Provider to provide for a period of six (6) Months following the date of expiry or termination such advice assistance and co-operation as the Council may reasonably require to enable the Council to provide the Services in-house or to procure their provision by a Replacement Service Provider;

I. GENERAL PROVISIONS

44. NOTICES

- 44.1 Except as otherwise expressly provided within this Contract, no notice from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned.
- 44.2 Any notice which is to be given by either Party to the other shall be given by letter (sent by hand, registered post or by the recorded delivery service) such letters shall be addressed to the other Party in the manner referred to in **Clause 44.3**. Provided the notice is not returned as undelivered, the notice shall be deemed to have been given two (2) Working Days after the day on which the letter was hand delivered or posted or sooner where the Party acknowledges receipt of such letters.
- 44.3 For the purposes of **Clause 44.2**, the address of each Party shall be as follows:-
- 44.3.1 The Council:
- CAMBRIDGESHIRE COUNTY COUNCIL ("Council")** of: Shire Hall,
Castle Hill, Cambridge, CB3 0AP
- 44.3.2 The Service Provider:
- Sanctuary Home Care** of: Chamber Court, Castle Street, Worcester, WR1 3ZQ
- 44.4 Either Party may change its address for service by serving a notice in accordance with this **Clause 44**.

45. LEGAL PROCEEDINGS

- 45.1 If requested to do so by the Contract Manager the Service Provider shall provide to the Council within the timescale set by the Contract Manager any relevant information (including but not limited to documents and statements from the Service Provider and/or its Staff) in connection with any legal inquiry dispute resolution or Court proceedings in which the Council may become involved or any relevant Council internal disciplinary hearing arising out of the provision of the Services or the Service Provider's presence on any of the Council's Premises and shall give evidence in such inquiries arbitration or proceedings or hearings.
- 45.2 Where the Service Provider or any of its Staff become aware of any incident accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services it shall notify the Contract Manager immediately in writing. Such notification shall include all relevant information to enable the Contract Manager to investigate the matter fully.
- 45.3 If requested to do so by one Party to the other Party, the other Party shall provide, at no cost to the recipient, any relevant information in connection with any legal enquiry, relevant disciplinary hearing, dispute resolution or Court proceedings in which it may become involved arising out of the provision of the Services under this Contract. This **Clause 45.3** shall not apply to disputes between the Council and the Service Provider, which shall be dealt with in accordance with **Clause 40 (Dispute Resolution)**.
- 45.4 The Service Provider shall indemnify and keep indemnified the Council against all and any liabilities incurred by reason of the Service Provider's failure to meet any timescale specified in Law and/or any reasonable timescale specified by the Council in connection with this **Clause 45**.

46. LOCAL GOVERNMENT OMBUDSMAN

- 46.1 In the event of a complaint to the Local Government Ombudsman involving activities the subject of this Contract, the Service Provider shall at its own expense give to the Council and to the Local Government Ombudsman every assistance in the investigation of the complaint.
- 46.2 Where any investigation by the Local Government Ombudsman takes place the Service Provider shall:
- 46.2.1 provide any information requested in the timescale specified;
 - 46.2.2 attend any meetings as required and permit its Staff to attend;
 - 46.2.3 promptly allow access to an investigation of any documents deemed to be relevant to the investigation and/or the complaint;
 - 46.2.4 allow itself and any Staff deemed to be relevant to be interviewed;
 - 46.2.5 allow itself and any of its Staff to appear as witness in any ensuing proceedings; and
 - 46.2.6 co-operate fully and promptly in every way required by the Local Government Ombudsman during the course of that investigation.
- 46.3 Where any financial redress compensation or award is recommended by the Local Government Ombudsman in the course of or following any investigation, or is agreed to by the Council following a complaint to the Local Government Ombudsman, and which investigation or complaint arises directly or indirectly out of the provision of the Services or

any other action or omission by the Service Provider and/or its Staff then the Council shall be entitled to recover the cost of that financial redress compensation or award from the Service Provider.

- 46.4 The Service Provider shall indemnify and keep indemnified the Council against all and any liabilities incurred by reason of the Service Provider's failure to meet any timescale specified in Law and/or any reasonable timescale specified by the Council in connection with this **Clause 46**.

47. AGENCY

- 47.1 Neither the Service Provider nor its Staff shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by this Contract.
- 47.2 Neither the Service Provider nor its Staff shall say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Council.
- 47.3 Nothing in this Contract shall impose any liability on the Council in respect of any liability incurred by the Service Provider to any other person but this shall not be taken to exclude or limit any liability of the Council to the Service Provider that may arise by virtue of either a breach of this Contract caused by negligence of the Council and/or its staff.

48. ENTIRE AGREEMENT

- 48.1 Except where expressly provided in this Contract this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations communications negotiations and understandings (whether oral or written) concerning the subject matter of this Contract.
- 48.2 Nothing in this **Clause 48** is intended to exclude or limit liability for any statement representation or warranty made fraudulently or to any provision of this Contract which was induced by fraud for which the remedies available shall be all those available under the law governing this Contract.

49. CONFLICT OF INTEREST

- 49.1 The Service Provider shall take appropriate steps to ensure that neither it nor any of its Staff are placed in a position where there is or may be an actual conflict or a potential conflict between the pecuniary or personal interests of the Service Provider or such persons and the duties owed to the Council under the provisions of this Contract. The Service Provider will disclose to the Council full particulars of any such conflict of interest which may arise and take all reasonable steps to remove any such conflict to the satisfaction of the Contract Manager.

50. USE OF THE COUNCIL'S CREST OR LOGO

- 50.1 The Service Provider shall not use the Council's crest either on its own or in combination with the Service Provider's crest or logo nor cause or permit it to be used.

51. LIEN OR ENCUMBRANCE

- 51.1 The Service Provider will not create, or allow any other person to create, any lien or encumbrance on any property belonging to the Council, the Council's Equipment and/or on the Council's Premises.

52. SEVERANCE

- 52.1 If any term condition or provision contained in this Contract shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall not affect the validity legality or enforceability of the remaining parts of this Contract.
- 52.2 Pursuant to **Clause 52.1**, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted which as nearly as possible validly gives effect to their intentions as expressed in this Contract.
- 52.3 The obligations of the Parties under any invalid, unlawful or unenforceable provision of this Contract shall be suspended during the negotiations referred to in **Clause 52.2**. Failure to agree on such provision as aforesaid within three (3) months of commencement of negotiations shall entitle either Party to terminate this Contract.

53. WAIVER

- 53.1 The failure of either Party to insist upon strict performance of any provision of this Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 53.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of **Clause 44 (Notices)**.
- 53.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

54. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 54.1 No person who is not a party to this Contract shall have any right to enforce any term of this Contract, which expressly or by implication, confers a benefit on him without the prior consent in writing of both Parties, with the exception of the rights under **Clause 32.3.2**. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act 1999.

55. LAW AND JURISDICTION

- 55.1 The Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

J. CONTRACT SPECIFIC CONDITIONS

56. USE OR OCCUPATION OF COUNCIL'S PREMISES

- 56.1 Any Council Premises made available to the Service Provider by the Council in connection with this Contract shall be made available to the Service Provider and shall be used by the Service Provider solely for the purpose of performing its obligations under this Contract.
- 56.2 In accordance with this Contract, **Schedule 1 (Specification)** and **Schedule 6 (Tender Response Document)** (where agreed by the Council and subject to the exclusion of the security of tenure provisions of the Landlord and Tenant Act 1954 (as amended) and the necessary declaration by the Service Provider as tenant to that effect where applicable)

the Service Provider shall have the use of the Council's Premises subject to the Service Provider entering into a property related document prepared by the Council:

- 56.2.1 Where the Council owns the freehold, the Service Provider shall have use of the Council's Premises as lessee and shall vacate the same on completion, termination or abandonment of this Contract;
- 56.2.2 Where the Council has a leasehold interest, the Service Provider shall have use of such land or Premises as under-lessee (notwithstanding that prior agreement shall be sought by the Council from the landlord of the freehold estate for any such grant of a lease) and shall vacate the same on completion, termination or abandonment of this Contract;
- 56.2.3 Where the Council has user rights, the Service Provider shall have use of such Council's Premises as the nominated agent of the Council and will have the same user rights as the Council, and shall vacate the same on completion, termination or abandonment of this Contract.
- 56.3 The Service Provider shall not use Council's Premises for any purpose or activity other than the provision of the Services unless otherwise agreed in writing.
- 56.4 Should the Service Provider require modifications to the Council's Premises, such modifications shall be subject to prior Approval and shall be carried out by the Council at the Service Provider's expense. Ownership of such modifications shall rest with the Council.
- 56.5 The Service Provider shall ensure that it's Staff observe and comply with such rules and regulations as may be determined at any time by the Council for the use of the Council's Premises.
- 56.6 The Service Provider shall pay for the cost of making good any damage caused by the Service Provider and it's Staff other than fair wear and tear. For the avoidance of doubt damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 56.7 The Parties agree that (unless expressly agreed to the contrary) there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Service Provider or its Staff and that no such tenancy has or shall come into being.
- 56.8 Notwithstanding any rights granted pursuant to this Contract, the Council retains the right at any time to use in any manner the Council sees fit any Council Premises.
- 56.9 Access to the Council Premises shall not be exclusive to the Service Provider but shall be limited to such Staff as are necessary to perform of the Services concurrently with the execution of work by others. The Service Provider shall co-operate free of charge with such others on the Council's Premises as the Council may reasonably require.
- 56.10 The Service Provider shall vacate the Council Premises on the Expiry Date, earlier termination or abandonment of this Contract.

57. SERVICE PROVIDER'S EQUIPMENT AND COUNCIL'S EQUIPMENT

- 57.1 The Service Provider shall be responsible for the provision and maintenance of the Service Provider's Equipment during the Contract Period.
- 57.2 The Service Provider shall be responsible for the security of the Service Provider's Equipment and the Council shall be under no liability in respect thereof including where the Service Provider's Equipment is used and/or stored on Council Premises save where any damage or loss is caused to the Service Provider's Equipment by the acts or omissions of the Council.

- 57.3 The Service Provider shall ensure that any hired or leased equipment is clearly marked with the name of the hirer or owner.
- 57.4 The Service Provider shall upon request made by the Contract Manager at any time in relation to any item of Service Provider's Equipment used in the provision of the Service, forthwith notify Contract Manager in writing the name and address of the owner thereof.
- 57.5 Where in the opinion of the Council, any Service Provider's Equipment used in the performance of the Service does not comply with the requirements of this Contract, the Council may serve on the Service Provider a notice in writing requiring the Service Provider to remove such Service Provider's Equipment within such time as may be specified in the notice and to substitute proper and suitable Equipment.
- 57.6 The Council reserves the right to reject any Service Provider's Equipment which, in the opinion of the Council, will not achieve the standard of the Services or is unsafe.
- 57.7 The Service Provider shall maintain in a safe, serviceable and clean condition, all Service Provider's Equipment used in the provision of Service on the Service Provider's Premises and/or Council's Premises and on request shall allow the same to be inspected by the Contract Manager.
- 57.8 The Service Provider shall keep all hazardous Service Provider's Equipment and any Council Equipment provided for use by the Service Provider under proper control and safekeeping and shall ensure that all Service Provider's Equipment and Council's Equipment is properly and clearly labelled.
- 57.9 Where adequate secure storage space is not provided by the Council at the Council's Premises, the Service Provider shall provide at its own expense, reasonable and suitable storage for all Service Provider's Equipment and Council's Equipment. Such storage may be provided on the Council Premises only with the consent of the Council, and in accordance with any restrictions or requirements he may impose. If secure storage facilities are not available on the Service Provider's Premises or Council's Premises (as appropriate), the Service Provider shall ensure that all Service Provider's Equipment and Council's Equipment are removed from the Service Provider's Premises or Council's Premises (as appropriate) as soon as work there ceases.
- 57.10 The Service Provider must return all the Council's Equipment to the Council on expiry or earlier termination of the Contract.

58. LIQUIDATED DAMAGES

58.1 NOT USED

(Schedule 1)

Accommodation Based Supported Living Service for People with Moderate to Severe Mental Health Needs in Cambridgeshire

1.0 Introduction

- 1.1 This Service Specification sets out the Children, Families and Adults Directorate of Cambridgeshire County Council's minimum requirements in respect of the provision of Accommodation Based Supported Living Services for People with Moderate to Severe Mental Health needs that require Housing Related and Social Care support. People living in these properties will be supported by Cambridge and Peterborough Foundation Trust (CPFT) under the Care Programme Approach (CPA) and meet the Council's Eligibility Criteria for services, in that their needs will be substantial or critical.
- 1.2 This schedule specifies the requirements of the Services to be provided. It should be read in conjunction with the Terms and Conditions of Contract and the associated Contract Schedules.
- 1.3 The service should work within the principles (Proactive, Preventative and Personalised) of Cambridgeshire County Council's strategic approach to social work and social care for adults in Cambridgeshire as outlined in Shaping our Future: Transforming Lives (2014).
- 1.4 The Provider is responsible for establishing whether they are required to register a regulated activity with the Care Quality Commission as detailed in guidance issued in March 2015. If this is required the Provider is required to maintain that registration throughout the Contract Period.
- 1.4 The Provider will be required to work closely with CPFT teams, Home and Community Support Services and Floating Support Services where necessary to ensure a seamless transition of service when the Service User moves to independent accommodation.

2.0 Accommodation for people with Moderate to Severe Mental Health needs

- 2.1 The purpose of the Service is to provide Housing Related and Social Care support to Adult Service Users who have moderate to severe Mental Health needs as detailed in section 9.2 - Target Group.
- 2.2 The service will provide a range of support across property types and locations. A description of the Tiers of Support is detailed in Appendix A – Mental Health Accommodation Tiers of Support.
- 2.3 The tiers of support required for this Service are:

- Tier 2 'Intensive support' - is mental health staffed accommodation with a staff office on site. This will be defined by higher staffing levels, dealing with more complex needs. The Service shall have sleep in staff every night with the capability to deliver waking night support as required.
- Tier 3a staffed group homes, deregistered care homes – Accommodation with shared facilities (bathroom and kitchen), where staff are available on site daytime only with capacity to have staff on site overnight if necessary.
- Tier 3b Visiting support to both small group homes with shared facilities and clusters of self contained flats.

2.4 The hours of support, both core and personalised hours and service characteristics are set out in Appendix A – Mental Health Accommodation Tiers of Support

2.5 The Service will be delivered in a range of properties within Cambridgeshire as detailed in Appendix B. Providers will be expected to work with Landlords either through the provision of a Service Level Agreement or other mechanism to deliver the service.

2.6 Service Users will be supported by the CPFT. The Provider shall work with Service Users and CPFT staff to enable the individual to develop the capacity to cope with their issues and to live as independently as possible, preferably in their own accommodation.

2.7 In addition to helping individuals to develop their ability to live independently, the Provider shall assist Service Users to gain access to accommodation appropriate to their needs.

2.8 The Service shall be short term with a maximum of two years stay. For Service Users being supported in Tier 2 accommodation provision the aspiration is to step down support within 1 year. However, there shall be a capacity for this to be extended on an individual basis to take account of needs of individuals with agreement from the Commissioners.

2.9 The Service shall be expected to take referrals from the whole of Cambridgeshire.

2.10 Where a person is placed within the Service by another Local Authority the Provider will be responsible for invoicing that authority directly. Agreement for out of county placements must be made in conjunction with Social Care Managers and Commissioners.

2.11 The Service Provider shall be expected to develop a pathway to support Service Users throughout all Tiers of the supported accommodation service. This includes those entering at Tier 2 and stepping down support to Tier 3a/3b and support to access independent accommodation outside the provision of supported accommodation.

- 2.12 Providers should provide flexible support across the Tiers of Support to ensure that Service Users are able to access support appropriate to their needs. This includes managing fluctuating support levels, managing the support pathway to step people down to the level of support which maximises their independence and providing an overview of the pathway to enable a smooth transition for Service Users.

3.0 Transition from Current Service

- 3.1 The Supported Living Service is currently being delivered across 162 units within Cambridgeshire across the following Tiers of Support:
Tier 2 – 17 Units
Tier 3a – 48 units
Tier 3b – 97 units
- 3.2 The overall number of units being provided as part of the service within this tender is likely to reduce to 141. Details of the properties available at each Tier of Support are shown in Appendix B.
- 3.3 Cambridgeshire County Council is looking for providers who would be able to deliver additional capacity to the service to ensure that the number of people supported would remain at current or close to current levels. This may be through the provision of additional properties to those shown at Appendix B or developments within the pathway.
- 3.4 The Provider will be required to work proactively with the outgoing Provider to manage the transition in support and tenancy arrangements where appropriate. Arrangements to support the transition of the service and accommodation options will be in agreement with Commissioners.
- 3.5 A review of Service User needs should be undertaken as part of the new contract to identify support requirements and capacity within the service. Providers will be expected to plan, in conjunction with Commissioners, how to support individuals who may no longer need/are eligible for the service to move-on or find support solutions which fit their needs.

4.0 Service Principles

- 4.1 In delivering the Services, the Provider must adhere to the following principles:
- a. To empower Service Users to live as independently as possible.
 - b. To always give assistance in a safe, practical, reliable manner and in ways acceptable to Service Users.
 - c. To work in partnership, where necessary, with other professional bodies involved in the Service Users' care and support.
 - d. To develop partnerships with other local organisations which will be beneficial to developing Service User independence, social inclusion and support networks.
 - e. To have respect for Service Users and their way of life, paying particular regard to ethnic, religious, sexual orientation and cultural issues.

- f. To involve Service Users in all decisions which affect the delivery of the Services, including support planning, addressing their specific communication needs and being responsive to their informed choices and wishes.
 - g. To maintain the Service User's current support networks.
 - h. To provide support that motivates Service Users to make choices, engage in opportunities and activities.
 - i. To maintain the confidentiality of Service Users unless a disclosure is necessary to protect the health, safety or welfare of the Service User or other Service Users.
 - j. To avoid any discriminatory practices.
 - k. The support provided should suit individual's current needs and preferences and be flexible enough to respond to future needs and preferences.
 - l. The Provider shall promote positive mental health without stigma or discrimination.
 - m. The Service shall promote Recovery, Social Inclusion and Independence
 - n. Service Users shall have as much control over their lives as possible.
 - o. The Provider shall evidence that they are providing Best Value, by measuring and reviewing the efficiency and effectiveness of the service provided over the period of the contract.
 - p. The Provider shall meet current regulations and performance reporting requirements of commissioners.
 - q. The Provider shall work together with other services open to the individual, in an integrated way.
 - r. The Service shall work with housing providers and other partners to promote move on to more independent accommodation.
 - s. The Provider shall work with substance misuse services to support both those with co-occurring mental health and substance misuse issues and those with more severe Dual Diagnosis (defined as a person who has a severe mental illness and experiences a high severity of problematic substance misuse)
 - t. The Provider shall produce the performance reports set out in this specification.
 - u. The Provider shall ensure that staff with relevant skills and experience are available to deliver an appropriate service.
 - v. The Provider shall make provision for staff training to ensure the needs of the Service Users are met.
- 4.1.1 Recovery philosophy and practice is essential to delivery of this Service. Recovery is about building a meaningful and satisfying life, as defined by the Service Users themselves. The Service shall promote hope as central to recovery and shall enhance this by ensuring Service Users have more active control over their lives.
- 4.1.2 The outcomes for the Service that have been defined and measured are intended to ensure that the Service is promoting recovery in the way the Service is designed and delivered.
- 4.1.3 To promote the quality of life of Service Users, the following core principles should underpin the delivery of the Service:

■ Competence

■ Security

■ Responsiveness

■ Accessibility

■ Reliability

■ Understanding

4.2 Competence

- 4.2.1 The Provider's organisation is run by people who are competent to do so, who recruit and employ Staff competent to do the job, who comply with their legal requirements and who operate safe working practices. The Provider's organisation is properly insured and financially sound.

4.2 Security

- 4.3.1 The Provider respects that elements of the Service are to be delivered in the Service Users' home and shall ensure that they employ Staff who respect the Service User and their property.
- 4.3.2 Staff shall be trained in Safeguarding of Vulnerable Adults (SOVA) guidelines and actively support the SOVA guidelines and to keep up to date with changes to national and local guidance and legislation.

4.3 Responsiveness

- 4.3.1 The Provider responds to the Service Users individual needs, gives choice to Service Users and Carers about when and how the Services are provided, and ensures that the Services respond appropriately to the specific needs of race, religion, gender, disability, sexual orientation and age as appropriate. The Provider must have a process by which Service Users, Carers, the Council or any other interested party may make comments, suggestions, complaints, and compliments, and a system in place which will ensure that such comments, suggestions, complaints and compliments may be considered fairly and acted upon if appropriate from time to time.
- 4.3.2 Service Users and their carers may approach the Council if they wish to lodge a complaint against the Provider. The Council will investigate complaints in accordance with the Council's complaints policy where appropriate. However, it will usually be appropriate for the Provider to undertake the initial investigation.

4.4 Reliability

- 4.4.1 The Provider shall comply with the Contract, deliver the Services, give the Service User and Carer information about the individual Services to be provided to them and has policies to keep Service Users and Carers informed of any changes in the Services.

4.5 Understanding

- 4.5.1 The Provider shall ensure that the Staff providing the Services understand the individuals needs including in respect to their race, religion, gender, disability, age or sexual orientation.

5.0 Aims and Objectives

- 5.1 The overall objective of the Service is to provide structured and outcome focused Housing Related and Social Care support in the least restrictive environment possible; with goals agreed and set with the Service User to work towards maximising skills, coping ability and independence.

The key objectives are:

- a) To re-enable Service Users to live in a least restrictive environment with the aim of an ultimate outcome of being able to live in their own accommodation (they may need some continuing support via the floating support service or other community based services)
- b) Provide support to develop and achieve independence or to maintain skills.
- c) To work with the Service User and staff at the CPFT to develop a coordinated support plan.
- d) To work with the Service User on their emotional needs, mental health issues and coping strategies.
- e) To enable the Service User to be able to manage in their own accommodation.
- f) For the Service User to be involved in education and training and employment and the community.
- g) To provide a proactive approach to crisis and working with Service Users to find their own solutions and strategies to managing crisis.
- h) To facilitate a timely discharge from hospital and to prevent hospital admission where possible.

6.0 Key Outcomes

- 6.1 In delivering the Service the Provider shall be expected to deliver the following national outcomes:

Our Health Our Care Our Say Outcomes:

- Exercising Choice and Control
- Improving Health and Wellbeing
- Personal Dignity and Respect

- Quality of Life
- Freedom from Discrimination and Harassment
- Making a Positive Contribution
- Economic Wellbeing

Supporting People National Outcomes Framework:

- Achieve economic well-being
- Enjoy and achieve
- Be healthy
- Stay safe
- Make a positive contribution

7.0 National Context

7.1 The following National Policies and Legislation have been used to guide the development of this Service Specification.

- No Health without Mental Health DoH 2011
- Closing the Gap: Priorities for Essential Change in Mental Health DoH 2014
- Care Act 2014

8.0 Local Context

8.1 The following local strategies have been used to guide the development of this Specification:

The Cambridgeshire County Council strategy Shaping our Future: Transforming Lives has set out the following main priorities to underpin adult social care:

- A comprehensive, universal and accessible information and advice function, connecting people to their communities.
- Strong, integrated community capacity which is based on a clear prevention strategy and support for carers and families.
- Early identification and intervention, including working with people with sensory impairments, to prevent people from reaching points of crisis
- Assistive technology
- Safeguarding
- Ongoing support for those who need it, based on a personalised, holistic assessment, facilitating care and support which is built on a sustainable budget
- Integrated service delivery with partners, including the voluntary and community sector, NHS and wider public services

8.2 Stakeholders and Service Users were consulted as part of the development of the specification for the service. Key findings have been summarised at Appendix C - Service User and Stakeholder Evaluation Themes March 2017.

8.3 Working Together for Mental Health in Cambridgeshire and Peterborough – A Framework for the Next Five Years (2017) – Appendix D

9.0 Service Description

9.1 The hours of support for both core and personalised hours and the Service characteristics are set out in Appendix A.

9.2 Some elements of the Service will be subject to change during the lifetime of the contract, where this is anticipated it is detailed in the above appendices.

9.3 The Service will be delivered in a range of properties within Cambridgeshire as detailed in Appendix B.

9.4 Core Activities -

9.4.1 Core hours are made up of the following:

1. Management – managers direct management hours on the following (will exclude any proportion of managers hours spent on indirect care and support)
 - To deliver the support and supervision of staff undertaking all activities; plus the undertaking of all other management tasks including Contract Monitoring preparation and meetings (internal & external), Report Writing, General Management Administrative tasks; receiving their own supervision and attending management meetings with their organisation.
2. Indirect Care & Support – all staff
 - a) *Liaison with Housing Provider* – this includes liaison and contract meetings, allocations, void management, property issues and tenancy management.
 - b) *Allocations* – Includes, assessment of need; viewings including meeting other Service Users and staff; liaising/meetings with professionals, family members or an advocate as appropriate; a multi-disciplinary panel to make the decision on offer; plus all of the associated administration of maintaining and delivering the process. By undertaking these actions in an effective and timely manner, void times will be minimised.
 - c) *Tenancy Management* – due to the overlap between Basic and Intensive H/M, some element of Housing Management (Intensive) tasks are expected to be undertaken by the Provider. This includes supporting a Service User in understanding the terms of the tenancy agreement, ASB and any associated legal and administrative tasks.
 - d) *Reporting and checking of repairs* – Support staff shall always seek to enable the Service User to report repairs and make checks afterwards. However, for some Service Users it is recognised this is difficult which may be due to

communication issues, confidence, or not having the capacity to undertake such a task.

- e) *Maintaining the Health & Safety* – of Service Users, staff and visitors. A range of checks may be required such as a visual check of premises, the testing of alarms and equipment and regular reminders to tenants on how to respond to emergencies etc.
- f) *House Meetings* – Although wherever possible, these should be led by Service Users, a certain level of staff time will be involved in the co-ordination/running of these meetings (especially in shared living services).
- g) *Networking & Liaison* – this includes the development and maintaining of networks and links with statutory and voluntary bodies, agencies and services; and the wider community (leisure, education and employment).
- i) *Staff Meetings* – to ensure a fully co-ordinated Service is delivered.
- j) *Staff Support, Supervision, Induction* – includes staff receiving support, guidance and supervision in delivering their Care & Support role; receiving an induction
- k) *Associated Administrative Tasks* – All of the above will require some level of administration
- l) *Night support as described in Appendix A*

9.4.2 Non Core Activities – Personalised Hours

Personalised Support Tasks – spot purchased hours

- a) *CPA* – time spent attending CPA meetings, and liaison with the Care Co-ordinator regarding the delivery of the agreed plan and necessary interventions regarding a client's fluctuation in mental health.
- b) *Support Planning* – The development of the Support Plan, including Assessment of Needs and Reviews of the Support Plans.
- c) *Risk Assessments* – The completion of Risk Assessments and reviews.
- d) *Delivery* – this includes 1:1 meetings, time spent supporting a Service User undertaking activity driven by the Support Plan; time spent reminding and encouraging a Service User to undertake an agreed action/activity; plus providing the agreed level of emotional support etc.
- e) *Resettlement* .To deliver time limited support - up to 2 hours per week for a maximum of 6 weeks - which will be tapered during the resettlement period for Service Users moving on from the Service.
- f) *Referrals* – to support referrals to additional services in line with the Support Plan, including services such as substance misuse treatment or employment/volunteering support
- g) *Other*: Dependent upon level of need, some further support may be required such as support/supervision with medication, hospital and GP appointments etc.
- h) *Night support as described in Appendix A*

9.4.3 Self Funders

A person will be designated a self funder if they are purchasing their support with their own funds.

Over the life of the Contract it is anticipated that there will be some Service Users living in the Service who are self funding. The number of self funders will fluctuate over time depending on each individual's situation. Where this is the situation payment of core activity will be amended to reflect this.

The Provider will have an individual contract with each self funding Service User which clearly sets out the expectations for both parties, agreed support plan, costs for support, any additional costs and payment arrangements. This is not an exhaustive list.

The Provider will be responsible for collecting payment from the Service User or their representative.

9.5.0 The Service shall work with people who require specialist mental health support. The Service contains within it a range of accommodation at different tiers of support. The Provider shall work with the person at the appropriate tier of support.

9.6.0 The Service shall include where necessary transitional support during a maximum period of the first six weeks of a Service User moving into their own independent accommodation.

9.7.0 After this period any ongoing support needed will be either arranged on person's behalf by a Care Coordinator with a Provider contracted to deliver community based support or purchased directly by the Service User using their direct payment.

10.0 Service Delivery

10.1 Service Model

10.1.1 The Service shall be accommodation based and the Provider shall be expected to develop good links with the CPFT, community based services such as the Home and Community Support Services, Floating Support Service and Housing Services in Cambridgeshire so that people can be supported to move on in a timely and appropriate manner. This shall also involve working with other services in the community such as primary care, specialist support services such as drug and alcohol services, voluntary sector and independent organisations offering recovery focussed services such as employment and education.

10.1.2 Core Activities and Personalised support is described in clause 8.4 above. The service requirements and range of hours associated with core activities and personalised hours within each Tier of Support is described in Appendix A.

10.1.3 Core Support Hours are utilised to deliver the services as outlined in the Core Activities Clause 8.4 and will form part of the block contract arrangement with Cambridgeshire County Council. Core Support Hours may vary at each Tier of Support.

- 10.1.4 Personalised Support Hours- This part of the support to the person will be based on an assessment of the persons needs and agreed with CPFT. A level of personalised support hours will be agreed dependant on the Tier of Support most appropriate to the Service User's needs.
- 10.1.5 On award of the Contract, there will be a requirement that current levels of support will be maintained based on core hours plus personalised hours of support being received per Service User.
- 10.1.6 Each Service User's level of support need will be regularly assessed by the Care Coordinator and agreed with the Service User, Provider and Care Coordinators. Support may fluctuate as an individual's needs change and personalised hours may be increased or reduced to ensure support is at appropriate level. Any significant changes in support hours must be agreed with Social Care Managers before being implemented.
- 10.1.7 The Provider should receive confirmation of any agreed change in funding in writing where possible via the Care Co-ordinator.
- 10.1.8 The Provider will be expected to use the resources flexibly across the Service based on Service User need. Personalisation will be further developed during the life of the Contract with the Commissioners.

10.2 Target Group

- 10.2.1 Those eligible for the service shall be people who are:
- Ordinarily resident in Cambridgeshire
 - Adults aged 18-64
 - Have moderate to severe mental health needs meaning they are engaged with CPFT; are subject to the Care Programme Approach (CPA) at the point of referral and/or have eligible needs under the Care Act 2014.
 - Are in need of accommodation with support to enable them to become independent.
- 10.2.2 Priority shall be given to those who:
- Are most in need in terms of inability to function and are most at risk without this supported accommodation.
 - Individuals who are in residential care but have been assessed as being able return to the community, but need the level of support being offered by this Service.
 - As an alternative placement for people who may otherwise have been placed in residential care but can be supported by this Service.
 - Are able to be re-enabled to live in their own accommodation (they may need some continuing support via the floating support service or other community based services).
 - To facilitate a timely discharge from hospital preventing delays to discharge and to prevent hospital admission where possible.
- 10.2.3 Pen pictures of typical possible Service User backgrounds:

- Service User A. is a male in his thirties sleeping rough in Cambridge City. He has a recent diagnosis of schizophrenia. He has been using a mixture of cannabis and SPICE (a synthetic cannabinoid) which led to him being evicted from his previous accommodation. He has been working with mental health services and agreed to access substance misuse services. It is felt that a period of support in an 'intensive support service (Tier Two) would be appropriate to meet his current needs.
- Service User B is a female in her twenties with a diagnosis of schizophrenia. Her first onset of symptoms occurred whilst at college. She began to experience delusional beliefs which resulted in an admission to a psychiatric hospital. Her mental health is stable now but she requires emotional support. She wishes to move on from the supported accommodation service but lacks confidence.
- Service User C. Service User C is in his fifties and has had a number of admissions to hospital, including being detained under the Mental Health Act mainly due to poor compliance with medication and disengagement from services. The person has frequent visits from the community mental health team.
- Service User D is in her forties, has a diagnosis of depression/anxiety and personality disorder and has a history of self harm. She has found independent living to be too stressful and this has resulted in admissions to a psychiatric hospital

10.3 Contact with Care Coordinators

10.3.1 The Provider shall participate in the Care Programme Approach and work with Care Coordinators and Service Users to agree a plan of support. Changes in levels of support will be agreed in writing with the Care Coordinator and may be required to be presented at the Accommodation Forum.

10.3.2 Support plans and risk assessments completed by the Provider shall be reviewed regularly but not less than every six (6) months or when required due to triggers in areas such as a change in circumstances or behaviour.

10.3.3 Move on plans shall be agreed between the Service User, Provider and the Care Coordinator. As Service Users become more independent they may no longer be subject to the Care Programme Approach but will still be engaged with CPFT before discharge, Providers will also be expected to work with these Service Users to achieve a suitable outcome.

10.3.4 The Provider shall employ sufficient staff to deliver the Service in the identified Tiers of Support as detailed in this Service Specification

10.3.5 The Commissioners shall monitor staffing levels through the monitoring processes set out in section 19.0 Quality Monitoring and shall take a view as to whether the staffing level is capable of delivering the level of support for the model of support detailed in this Service Specification.

10.4 Geographical Boundaries

The service is for people who are ordinarily resident in Cambridgeshire.

10.5 Access to the Service

10.5.1 The Service shall be accessed by referrals through the Mental Health Accommodation Forum of the Cambridgeshire and Peterborough NHS Foundation Trust. Referrals for Fern Court are currently received directly by the Provider.

10.5.2 In urgent cases the Provider may be required to work flexibly with Social Care Leads to accommodate people outside of the Accommodation Forum process.

10.6 Voids

10.6.1 There is a target to fill voids within four weeks from the date the void started.

10.6.2 The Provider shall be responsible for ensuring that the accommodation panel is informed about the void or forthcoming void. There should be regular contact with the accommodation panel about a void or forthcoming void.

10.6.3 The Provider shall report all voids to the Social Care Managers of CPFT

10.6.4 Providers should work proactively with partners and have clear policies and procedures with timescales for voids and re-lets to minimise the amount of time properties are void.

10.7 Notification

10.7.1 Without prejudice to its responsibilities under the Care Act 2014 (if applicable) the Provider shall be responsible for notifying the Care Coordinator or other named Social Care Practitioner as soon as it is practical to do so, if any or the following occur:

- a. Any circumstances where the Service User has consistently refused provision of the Service or medical attention.
- b. Serious accident, serious illness or serious injury to the Service User.
- c. Death of the Service User.
- d. Outbreak of notifiable infectious disease in the Service.
- e. Any emergency situation e.g. fire, flood affecting the Service.
- f. Legacy or bequests to Provider and/or staff.
- g. Unplanned absence of the Service User.
- h. Hospital admission.
- i. An investigation related to Safeguarding of Vulnerable Adults.

11.0 Transformation of Adult Social Care

- 11.1 Providers shall be aware of and support developments across Adult Social Care. Service developments in line with Cambridgeshire County Council's Transforming Lives Strategy shall be developed through co production with Commissioners, Provider and Service Users during the life of the Contract. The principles of Transforming Lives will underpin the service ethos:
- Proactive
 - Preventative
 - Personalised

12.0 Recovery

- 12.1 The principles of Recovery will define the Service to be provided. For the purposes of this specification Recovery is defined as set out in "No Health without Mental Health" It has been defined as:

'A personal, unique process of changing one's attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life, even with limitations caused by the illness. Recovery involves the development of new meaning and purpose in one's life'

13.0 Future Development of the Service

- 13.1 The Commissioners shall monitor the balance of support hours at each Tier and work with the Provider to alter this as appropriate.
- 13.2 There are geographical areas of the County where there is a shortfall of Support Accommodation. The Commissioners will work closely with the Support Provider and local Housing Providers to address this. Where new accommodation is identified decisions will be made as to the most appropriate means of funding for this and the most appropriate method of commissioning the support provision. There is an ambition through the lifetime of the contract to provide more individual units and move away from shared accommodation. Providers will work with Commissioners to identify opportunities for this ambition to be reached.
- 13.3 Commissioners are currently undertaking a review of Wellbeing and Recovery contracts across Cambridgeshire. A key objective is to ensure that there is equity of access to social inclusion, recovery and well-being support amongst all those living in community settings, including supported accommodation. The successful bidder/s for this tender are expected to work with commissioners and other stakeholders to achieve this objective. It is anticipated that the majority of this will be achieved through a process of continuous improvement achieved through the contract monitoring process and other dialogue. However, it is possible that some of the functions being delivered under the Personalised Hours outlined within this contract may be redefined and could form part of an

additional tender. The current provider would have an equal opportunity to bid for this work alongside the wider pool of potential bidders.

- 13.4 There are a number of Service Users, who are currently accessing the service, and have longer term needs which do not meet the criteria for the service as described in the specification. The Provider will work with commissioners to identify how move-on will be achieved for this cohort of Service Users to support their aspiration and maintain their mental health.

14.0 Moving on from the Service/ Resettlement

- 14.1 In helping people to become independent the Provider shall develop support pathways towards independence. Move-on should be discussed with Service Users as part of support planning from Day One of support.
- 14.2 Service Users should be supported to register with Homelink and appropriate housing providers to enable them to apply for properties outside of the supported accommodation service as part of their move-on plan.
- 14.3 The Provider shall support the Service User through the period of resettlement from the Service for up to 2 hours for a maximum of six weeks and enable a smooth handover of support to community support services where continued support is appropriate.

15.0 Support tasks

- 15.1 All Service Users shall have a needs assessment and outcome based support plan completed by the Provider that identifies objectives to enable them to learn skills that will enable them to become independent.

Support tasks shall include but shall not be limited to the following:

- a) Support with emotional and mental health needs
- b) Assist Service Users to access accommodation options
- c) Dealing with housing benefit claims
- d) Budgeting skills
- e) Maximise income by the provision of welfare rights advice.
- f) Help with housing benefit claims
- g) Support Service Users in accessing training, education and employment.
- h) Support Service Users to access health services and take responsibility for their treatment regime, as set out in their support plan. This shall include supporting people to manage their medication through prompting, or checking if medication has been taken and reporting back to the Care Coordinator if there are problems. The Provider is not expected to be responsible for administering medication.
- i) Provision of crisis support to manage problems which pose immediate risk e.g. harassment, loss of amenities.

- j) Support Service Users to comply with the requirements of probation licenses and court order requirements.
- k) To signpost and liaise where necessary with other professionals e.g. health, social care.
- l) Accessing community based services such as shopping, visiting community facilities.
- m) Attending general practice and hospital appointments with Service Users when required.
- n) Support Service Users in managing their personal and financial affairs.
- o) Support Service Users with their skills development and Reablement.
- p) Support with managing finances and benefit claims.

15.2 Personal care/support needs

15.2.1 The Service is not intended to deal with personal care/support needs but there may be occasions when this may be needed for some Service Users for limited periods of time. If this is the case the situation will be discussed with the Care Coordinator and if agreed will arrange this support from a Provider contracted with the Council to provide this level of care/support.

16.0 Dual Diagnosis

Cambridgeshire has dedicated Dual Diagnosis Strategy and Protocol which aims to set out the locally agreed approach/pathway for managing dual diagnosis. A central principle of the strategy is to encourage joint assessments to take place between CPFT and substance misuse services if dual diagnosis is suspected. The service may be working with clients who are not yet engaged fully in treatment services and can support users to access the services which are available to them. To assist in giving the best possible service it is expected that the Provider will:

- a) Ensure staff attend the Level 1 Dual Diagnosis Training organised by the Dual Diagnosis Strategy Steering Group
- b) Encourage staff to take cases where they are having difficulties with dual diagnosis issues to the monthly South Dual Diagnosis Locality Group for guidance and support
- c) Ensure staff have a basic competency in drug and alcohol awareness and access relevant training and show evidence that training has been delivered
- d) Explore possibility of staff holding Naloxone kits. Naloxone is safe to use and reverses the effects of a heroin overdose and save lives. It can be dispensed by people first on the scene of an overdose
- e) Promote recovery from mental health and substance misuse issues and link people in with opportunities for recovery
- f) Monitor the number of people with dual diagnosis in their services
- g) Seek to get agreements with service users that they will participate in drug or alcohol treatment where using substances is putting their tenancy at risk
- h) Encourage service users to engage in treatment services

17.0 Staff skills/ Competencies

17.1 The terms and conditions of contract set out staffing requirements.

17.2 In meeting these requirements in the context of the Service covered by this specification Providers shall employ staff that have skills and knowledge in the following key areas:

- a) Fostering hope and promoting recovery.
- b) Understanding mental health diagnoses, mental health issues and being able to assess risk both to the service user and to others.
- c) Assessing the needs of diverse groups, leading to delivery of services that promote equality.
- d) Enabling positive risk taking to promote recovery
- e) Responding to any specific needs relating to race, religion, gender, disability, sexual orientation and age.
- f) Motivating Service Users to make choices, engage in opportunities and activities.
- g) Helping Service Users to identify and prioritise their own personal goals.
- h) Demonstrating a belief in Service uUser's own strength and resources.
- i) Helping people to access non-mental health resources to help them achieve their goals.
- j) Helping people to manage their own mental and physical health.
- k) Developing person centred practices and promoting personalisation.
- l) Responding to and supporting people with self harm behaviours.
- m) Responding to and supporting people to recognise anti-social behaviours
- n) Supporting people with personality disorder.
- o) Supporting people with disabilities, including learning disabilities.
- p) Supporting people with co-occurring mental illness and substance misuse, including more severe cases which fall under the locally agreed definition of dual diagnosis.
- q) Needs and risk assessment and effective support planning.
- r) Providing both support to individuals and developing group and support networks.
- s) Safeguarding.

17.3 Training and Development

17.3.1 The Provider shall:

- a) Have an induction programme for new staff and volunteers and this is documented and recorded. The induction programme will include working with individuals who use and misuse substances and alcohol.
- b) Ensure that Staff have a good understanding of mental health issues and experience in working in the mental health field.
- c) Ensure staff have an understanding of dual diagnosis issues

- c) Ensuring that staff are skilled and trained to deliver the support required. This will include understanding relevant legislations relating to mental health such as the Mental Health Act (2007) and Mental Capacity Act (2007) , housing, substance misuse and other areas
- d) Staff shall be trained and assessed as competent to undertake risk assessments and risk management plans.
- e) There shall be a robust supervision and appraisal policy/procedure and evidence of how the policy has been applied.
- f) Staff shall receive ongoing training and personal development so that they can appropriately support Service Users
- g) Job descriptions and person specifications shall be periodically reviewed to ensure that new staff have the skills, experience and aptitudes required to deliver a good quality service.
- h) Policy and Procedures shall be documented and staff and line managers shall be aware of them.
- i) Notify Substance Misuse Commissioners of any drug or alcohol related deaths that occur within the service
- j) Staff should encourage drug and alcohol users to access regular testing for BBV (Blood Bourne Viruses)

17.4 Safeguarding

17.4.1 Staff must not commence employment without a relevant Disclosure and Barring Service check, which is kept up to date; as detailed in the Terms and Conditions of Contract. Prior to the commencement of employment the provider will comply with all safeguarding checks and controls as defined by both national and local legislation and guidance.

17.4.2 DBS certificates will be kept in staff personnel files.

17.4.3 Staff should be competent to comply with all relevant safeguarding issues as defined by both national and local legislation and guidance and in the contract terms and conditions.

17.5 Medication

17.5.1 The Care Quality Commission (CQC) provides advice and guidance on the assistance that can be offered with medication. The Council takes the view that it is good practice for all contracted services to be aware of the guidance and the Provider shall comply with this.

17.6 Management and Leadership of the Service

17.6.1 Managers of front line staff at the service shall have received training and have sufficient experience that enables them to effectively support front line staff.

- 17.6.2 There shall be a management structure in place that enables front line staff and local team leaders and managers to escalate problems and concerns effectively and quickly.

17.7 Service Standards

- 17.7.1 Staff shall be knowledgeable about and can facilitate access to support and services provided by other organisations that meet the needs of Service Users (for example education, employment).
- 17.7.2 The Provider shall have an established process in place for moving Service Users to more independent accommodation, or completing a programme of support, in a planned way. This includes being able to demonstrate knowledge of Choice Based Lettings systems and effective arrangements to facilitate move on to a range of housing options
- 17.7.3 Up-to-date information is secured and maintained about support and services provided by other organisations that may be relevant to the needs of Service Users. Information sharing protocols are in place where appropriate.
- 17.7.4 Staff shall be able to explain what kinds of support, training and skills development are available to facilitate independent living among Service Users.
- 17.7.5 Staff shall be able to describe how Service Users can access a range of appropriate services and support both within their own organisation and from other relevant organisations.

18.0 Any exclusion criteria

- 18.1 Referrals for potential Service Users with a history of violent behaviour or with a current drug or alcohol problem shall not be routinely or necessarily excluded from the Service. All referrals shall be based on an individual needs and risk assessment and the needs of other Service Users.
- 18.2 Individuals shall not be excluded from the Service based on a particular diagnosis such as personality disorder.
- 18.3 Service Users who have been evicted from the service should be considered for further supported accommodation if agreed with the Provider through the Accommodation Panels where the Service User has shown progress in their recovery journey and is able to engage positively with the Provider to maintain their tenancy.

19.0 Partnership arrangements

- 19.1 The Provider shall be expected to work with Cambridgeshire and Peterborough Mental Health Foundation Trust (CPFT), substance misuse services, and with the District Councils, this list is not exhaustive.

- 19.2 The Provider shall develop and retain relevant links and networks with other services in Cambridgeshire in order to provide an integrated partnership approach
- 19.3 Where the Support Provider is not the landlord of the property the Provider shall enter into a Service Level Agreement with the landlord defining and agreeing roles and responsibilities and payment for office accommodation.

20.0 Co Production

20.1 The Provider shall be proactive about the participation and involvement of Service Users, family carers and other stakeholders:

- a) Service Users and carers are consulted on all significant proposals which affect their lives or comfort, and their views are taken into account.
- b) There shall be opportunities for Service Users to be involved in processes that influence the management and delivery of the Service. This should be both at a strategic and operational level.
- c) Service Users are offered a range of opportunities to give their views, make comments, offer ideas - both individually and in groups - about the Service provided. This will include a regular Service User survey that occurs at least every twelve months.
- d) Service Users are encouraged to take part in active decision making about their home and the support they receive.
- e) Records show that formal or informal consultation has taken place and that proposals have been developed or amended in the light of feedback from Service Users. There is a documented approach to consultation, which makes clear what steps are taken to ensure that consultation occurs and is effective.

20.2 Equality of Provision / Diversity

20.2.1 The Provider shall ensure that it promotes equality of provision across all equality strands through policy and practice.

20.2.2 The Service shall be accessible to people regardless of their race, disability, age, gender, religion/belief or sexual orientation, and shall demonstrate non-discriminatory policy and practice.

20.2.3 All communication methods used shall be appropriate to the needs of the Service Users. For example, translating and interpreting facilities must be available to provide information in the major community languages, or in specialist formats such as Braille, audio and easy-read versions.

20.2.4 The Provider's premises and any venues used for Service User events should be accessible and compliant with the Disability Discrimination Act, 1995, and the Equality Act, 2006.

20.2.5 The Provider shall be responsible for implementing a diversity monitoring scheme for individuals using the Service. The scheme will be expected to include:

- Ethnic origin
- Nationality
- Age
- Disability
- Gender
- Religion or belief
- Sexual orientation

20.2.6 As part of the Contract Monitoring process the Provider shall be expected to demonstrate that they have regularly reviewed the findings and made changes to the Service if necessary.

21.0 Quality monitoring

21.1 The monitoring requirements for the Service are as follows:

- Evidence delivery of the improving, high quality, effective services that reflect good practice
- Achieve successful outcomes for Service Users
- Encourage Service User feedback that can be used to inform strategic commissioning decisions
- Comply with the terms of the Contract and deliver the Service in line with this Specification
- Allow risk to be monitored, managed and action to be taken to mitigate risk
- Deliver value for money
- Provide information that informs wider commissioning and procurement activity
- Provide performance and programme activity information to all relevant stakeholders

21.2 All Services shall be assessed against the Contract Standards Workbook for Accommodation Based Services. This framework will be used as the basis for quality audits which will be carried out by Cambridgeshire County Council Officers. The provider will enable the Council to undertake this audit. It is anticipated that a full Quality Assessment will be undertaken in the first 6 months of the contract.

22.0 Performance

22.1 Performance Reviews

22.1.1 There shall be quarterly Contract Monitoring Group meetings involving Commissioners and key partners as a minimum. However, should there be unsatisfactory risk assessments or concerns raised from any involved parties over the delivery of the service, then additional or more frequent Contract Monitoring Group meetings may be introduced.

22.1.2 The Contract Monitoring Group meetings will cover the following areas:

- Service Quality,
- Outcomes,
- Performance Management,
- Contract Compliance,
- Premises and Equipment,
- Staff Issues,
- Service User and Stakeholder Interaction,
- Partnership Relationship,
- Organisational Stability
- Future Development.

23.2 Reports

23.2.1 The Provider shall provide regular monitoring information on a quarterly basis covering April – June, July – Sept, October – December, January – March which shall be discussed at the Contract Monitoring Group meetings. The format for this report shall be agreed at the first Contract Monitoring Group meeting. The Provider shall report on occupancy, utilisation and throughput. The content of the Service Reports may vary during the lifetime of the Contract. Any amendments to the Service Reporting expectations shall be agreed in collaboration with the Provider.

23.2.2 The report shall include the following information as a minimum:

- Referral source,
- Data on age ,sex, ethnicity
- Description of referral
- Work with other agencies
- Numbers of people moved into the service at each Tier
- Numbers of people moved out of the service at each Tier
- Numbers of people who have a dual diagnosis
- Numbers of people being supported through transitional support, with timescales
- Numbers of people approaching age 65.
- Length of time each Service User has been in the Service
- Move-on
- Management of Voids
- Report on Outcome based Tool
- Number of complaints and Safeguarding incidents with the outcomes

23.2.3 A mechanism for regularly seeking and acting upon Service User Feedback should be in place. As a minimum, feedback from all Service Users should be sought on an annual basis and a copy of this report should be provided to Commissioners at the Contract Monitoring Meeting.

23.3 Service Outcomes

23.3.1 The provider will work with commissioners to develop a range of key performance indicators for the service, which will be monitored as part of the quarterly reporting requirements.

23.3.2 These shall include:

- Where people have moved onto, including any issues in supporting people to move into independent accommodation
- If people are in work, training or education.
- Case studies
- Targets shall be agreed with the Commissioner and Provider for move-on

23.3.3 The Provider shall include this information in the quarterly report and provide supporting evidence of Service outcomes achieved within the reporting period

23.4 Individual outcomes

23.4.1 The Provider shall agree individual targets with each Service User. These shall be recorded and monitored by the use of an Outcomes Monitoring Tool such as the Mental Health Recovery Star or by an equivalent outcome based monitoring tool agreed with the Commissioners.

23.4.2 The Provider shall include in the quarterly report information and supporting evidence of individual outcomes achieved by Service Users within the reporting period.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
Outcome Domain 1	Involvement & Information
Standard 1	Respecting & Involving Service Users
	What outcomes can people who use your Services expect?
Core criteria in bold	<i>Service Users understand the care and support choices available to them. They are encouraged to express their views and are always involved in making decisions about the way their care and support is delivered. Their privacy, dignity and independence are respected and their (or their carer's) views and experience are taken into account in the way in which the Services is provided.</i>
	To achieve this the Service Provider will:
1.1	Ensure that its Staff do not discriminate against people because of their age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, and pregnancy and maternity, have policies that will incorporate respect for both their Staff and Service Users irrespective of race and gender and treat Service Users with respect, recognise their diversity, values and human rights
1.2	Have systems in place that uphold and maintain the Service User's privacy, dignity and independence.
1.3	Encourage and support Service Users to always express their view, choices and preferences about the way their care and support is delivered.
1.4	Put service users at the centre of their care by giving them adequate information in an appropriate and meaningful way to enable them to make informed decisions about the care and support they receive.
1.5	Take account of Service Users' choices and preferences and discuss and explain their care and support options with them.
1.6	Encourage and support Service Users to give them feedback about how they can improve their Services and act on the feedback given.
1.7	Ensure that Service Users are able to maintain relationships with family, friends and the community in which they live and will support Service Users to play an active role in their local communities as far as they are able and wish to do so.
1.8	Provide appropriate support to Service Users so that they can enjoy a variety of

	activities and social opportunities based on their preferences and strengths as part of everyday life within the Services.
1.9	Provide information in line with the Accessible Information Standard https://www.england.nhs.uk/ourwork/patients/accessibleinfo-2/
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to support equality and diversity and ensure that Service User's remain at the centre of their care and that their views are always taken into account.
	They have appropriate mechanisms in place to monitor compliance with the required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 1 (continued)	Involvement & Information
Standard 2	Consent
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Where they are able, Service Users give valid consent to the care and support they receive. They understand and know they can change any decision that has been previously agreed about their care and support. Their human rights continue to be respected and are taken into account.</i>
	To achieve this the Service Provider will:
2.1	Ensure staff know and understand when to obtain consent, when to take verbal or implied consent and how to document records of consent.
2.2	Assess their capacity as required to give informed consent and ensure this is reviewed regularly.
2.3	Provide Service Users with sufficient information in appropriate formats relating to consent and ensure this is reviewed regularly.
2.4	Discuss and explain the risks, benefits and alternative options to the way services can be delivered with all relevant stakeholders.
2.5	Support Service Users to access advocacy services to help them make informed decisions.
2.6	Follow advanced decisions in line with the Mental Capacity Act 2005.
2.7	Take account of restrictions in line with the Deprivation of Liberty Safeguards when providing care and support.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to monitor practice around consent and capacity.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 2	Personalised Care & Support
Standard 3	Care & Welfare of Service Users
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Service Users' experience appropriate, effective, care and support in an enabling way that safely meets their needs, protects their rights and maximises their independence, health and wellbeing.</i>
	To achieve this the Service Provider will:
3.1	Ensure that Service Users (and where appropriate their stakeholders) are involved in their care and support planning.
3.2	Ensure Service Users know who their careworker / key worker is and how they can contact you as the Service Provider of their service.
3.3	Assess Service Users in a way that reflects their strengths, abilities and interests and enables them to meet all of their needs and preferences through a written care & support plan.
3.4	Assess the needs of the Service User including risks to their health and wellbeing.
3.5	Effectively plan the delivery of care and support so the Service User remains safe; their needs are adequately met; and their welfare is protected.
3.6	Regularly review the effectiveness of care and support plans and ensure that these are kept up to date to support the changing needs of the individual.
3.7	Assess the risk of harm to the Service User, including environmental risks, and ensure that this is effectively managed and reviewed regularly to keep the Service User safe.
3.8	Provide services in an effective, flexible and enabling way to help maximise the Service User's independence and quality of life.
3.9	Support Service Users in setting goals to help maximise their independence and improve the quality of their life.
3.10	Provide continuity of care, with Service Users receiving care from as few different care and support workers as possible.
	The Service Provider will ensure that:

	They have appropriate policies, training and arrangements in place to maintain the effective care and wellbeing of Service Users.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

DOMAIN 2 STANDARD 4 NOT APPLICABLE TO THIS CONTRACT

EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE	
DOMAIN 2 (continued)	Personalised Care & Support
Standard 4	Meeting Nutritional needs
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Service Users are enabled and supported to have a choice of nutritional and balanced food and drink to meet their diverse needs.</i>
	To achieve this the Service Provider will:
4.1	Support Service Users to make healthy choices and lead healthy lifestyles and provide access to information about healthy and balanced diet, recognising individual preferences, cultural and dietary requirements.
4.2	[NOT USED].
4.3	Food and drink are provided in a way that promotes Service Users dignity and independence.
4.4	[NOT USED].
4.5	Support Service Users to access specialist services, guidance and advice where required.
4.6	Ensure that staff who are involved with food preparation have up-to-date food and hygiene training.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to meet the nutritional needs of Service Users.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 2 (continued)	Personalised Care & Support
Standard 5	Co-operating with other Service Providers
	What outcome can people who use your services expect?
	<i>Service Users receive safe, coordinated care and support where more than one Service Provider is involved, or where they are moved to another Service Provider.</i>
	To achieve this the Service Provider will:
5.1	Co-operate and communicate with other Service Providers of the individual's care and support when this responsibility is shared, or when the Service User is transferred to one or more services. Ensure that there is a named individual to support any transition.
5.2	Ensure that the care and support plan includes effective arrangements for when Service Users are transferred to another service ensuring that this includes everything the receiving service needs so the needs of the individual can continue to be met safely.
5.3	Keep appropriate records and information and ensure that it is shared in a confidential manner in line with the Contract and the requirements of the Data Protection Act.
5.4	Support Service Users to access other social care or health services as required.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to effectively co-operate with other Service Providers.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 3	Safeguarding & Safety
Standard 6	Safeguarding People who use the Service from abuse
	What outcome can people who use your services expect?
Core criteria in bold	<i>Service Users are protected from abuse or the risk of abuse and their human rights are respected and upheld.</i>
	To achieve this the Service Provider will:
6.1	Take action to identify and prevent abuse from happening in the service and respond appropriately when it is suspected that abuse has occurred or is at risk of occurring.
6.2	Be aware of, and follow, their responsibilities under the Local Authority's safeguarding and whistle-blowing policy and procedures.
6.3	Ensure that appropriate guidance and training about safeguarding adults from abuse is accessible to staff, put into practice, implemented and monitored. Where a care worker is going into a person's own home to deliver services to an adult, but where there may be children present the care worker will also be trained to level 1 in child protection.
6.4	Only use Deprivation of Liberty Safeguards when it is in the best interest of the Service User and in accordance with the Mental Capacity Act 2005.
6.5	Review and update the Service User's care and support plan to ensure that individuals are properly supported following any (alleged) abuse.
6.6	Give Service User's and their Carer's adequate information about how to identify and report abuse, as well as sources of support outside the service, including the Local Authority, and actively support and encourage Service Users to raise issues and concerns when necessary.
6.7	Support Service Users and their carer when they have to take part in any safeguarding processes.
6.8	Ensure that Service Users' human rights are promoted and protected through the assessment and delivery of care.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to

	maintain the safety of Service Users.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

DOMAIN 3 STANDARD 8 NOT APPLICABLE TO THIS CONTRACT

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

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 3 (continued)	Safeguarding & Safety
Standard 9	Safety & Suitability of Premises
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Service Users, together with those who work in or visit the premises, are in safe and accessible surroundings that promotes and protect their wellbeing.</i>
	To achieve this the Service Provider will:
9.1	Protect people, staff and others against the risks of unsafe or unsuitable office premises.
9.2	[NOT USED].
9.3	Have appropriate security arrangements in place to address the risk of unauthorised access
9.4	[NOT USED]
9.5	Assess any risks to premises and facilities and act on any risks identified.
9.6	Ensure that staff undertake fire safety training as well as risk assessment and risk management training.
	The Service Provider will ensure that:
	The premises remain suitable for the effective delivery of the care and support required by Service Users.

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

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

	They have appropriate policies, procedures and arrangements in place to ensure effective staff recruitment.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

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

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

	assess and monitor the quality of services provided. They learn lessons and implement changes to improve the services delivered.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

	They have appropriate policies, training and arrangements in place to effectively manage and learn from any complaints.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

	maintain effective records in line with the Data Protection Act 1998 and the requirements of the Local Authority.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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APPENDIX A

Mental Health Accommodation Tiers of Support.

1. AIMS AND OBJECTIVES.

To enable Cambridgeshire County Council to achieve its stated aims as set out in the 'Transforming Lives' strategy document so that services are:

- preventative and pro-active
- personalised and promote greater independence, choice and control
- meeting the needs of Service Users by providing a fast and responsive service that is focused on helping them to recover from crisis
- based on proportionate assessment

2. TIERS OF SERVICES

Tier 1 Residential Care is 24 hr support in registered care homes funded by the Council.

Tier 2 Intensive is mental health staffed accommodation with a staff office on site. This will be defined by higher staffing levels, dealing with more complex needs. The Service shall have sleep in staff every night with the capability to deliver waking night support as required. A key focus of this service will be rapid move-on to more independent accommodation. The focus of this Tier will be to divert referrals away from residential care, enable people who are in residential care to return to a more local service and to assist in the rapid move on of service users being discharged from hospital

Tier 3A Staffed Group Home provides support to people living in shared group homes often with shared facilities ie shared kitchen, bathroom with staff on site during the day.

Tier 3 B Visiting Support provides support to people living in self contained units with separate bathroom/kitchen facilities, usually in clusters and people in unstaffed group homes with staff visiting dependent on each individual's assessed need.

Although shared group homes are included in the new Service, the longer term aim will be to reduce these and take opportunities post tender to develop individual units.

Tier 4 .Support in own accommodation either by Specialist Mental Health Home and Community Support Service or Mental Health Floating Support Service

3. DEFINITIONS AND SUPPORT HOUR REQUIREMENTS FOR ACCOMMODATION BASED SUPPORTED LIVING SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS

Tier 1 Residential Care

The Council acknowledges that for some people at certain periods of their life Residential Care is an appropriate resource and support mechanism. Throughout the life of this Contract there will be an aim to reduce reliance on Residential Care where ever possible and where people are able to live a more independent life support them to do so.

Support Hour Requirements at Tier 1: There are no requirements to provide Tier 1 support within this service

Tier 2: Intensive Support Services.

The definition is a Service that offers self contained accommodation (no shared bathroom or kitchen) in a cluster with sufficient staff on site with sleep in staff every night giving a 24 hour services to meet service user needs.

The present service has some staffed group homes which are providing support to a group of individuals but the life of the Contract decisions will be made with Housing Providers, Support Provider, CPFT staff and Commissioners as to whether these properties can be developed to meet either Tier Two or Tier Three Support in self-contained accommodation.

Support Hour Requirements at Tier 2: Where Tier 2 support is delivered there will be a requirement for sleep-in staff. There may be a need for waking night support on an ad-hoc basis depending on need. It is anticipated that waking nights would be required on up to 30 nights a year. Waking nights will be monitored through regular monitoring meetings. Staff will required to be on site 24 hours per day 7 days per week. On-call arrangements should also be in place. Personalised hours are commissioned dependant on individual needs and based on current service levels average to approximately 13 hours per person per week.

Tier 3A: Staffed Group Homes.

The present Service has some group homes with shared facilities and staff on duty in the accommodation during the day time. Through the life of the Contract decisions will be made with Housing Providers, Support Provider, CPFT staff and Commissioners as to whether these properties can be developed to meet either Tier Two or Tier Three support in self-contained accommodation.

Support Hour Requirements at Tier 3A: Staffing levels should be appropriate to meet the needs of the service users living in the accommodation. There is no requirement for sleep-ins or waking nights at this Tier of Support. On-call arrangements should be in place outside usual hours of delivery and may require a member of staff to attend the property to remedy the situation. Personalised hours are commissioned dependant on individual needs and

based on current service levels average to approximately 5-7 hours per person per week

Tier 3 B: Visiting Support Services

Visiting Support to services where service users have self contained accommodation (do not share bathroom or kitchen)

Many of these are in clusters of self contained units but some are individually placed in the community. The Service includes these accommodations as they offer good quality accommodation and give the option of mutual support from service users.

Visiting support to services where there are shared facilities. The present service has some group homes with visiting support which are providing adequate support to a group of individuals. Through the life of the Contract decisions will be made with Housing Providers, Support Provider, CPFT staff and Commissioners as to whether these properties can be developed to meet either Tier Two or Tier Three Support in self contained accommodation.

Support Hour Requirements at Tier 3B: The provider will deliver visiting support in a co-ordinated way across the whole geographical area. Support will be delivered by staff visiting the property and may be delivered throughout 7 days a week. Where needs increase additional support may be required on a short term basis to continue to support the person within their accommodation where possible. It is not expected that Service Users will require out of hours support at Tier 3b however the Provider should support service users on how to manage out of hours situations. Personalised hours are commissioned dependant on individual needs and based on current service levels average to approximately 3 hours per person per week

Tier 4: Community support into the persons own accommodation.

This is supported by either Mental Health Floating Support Service or Specialist Mental Health Home and Community Support Service. The two teams overlap in terms of referral sources and type of need although there is a difference in emphasis. The Home and Community Support Service referrals require explicit confirmation that the service users meet FACS eligibility criteria.

Support Hour Requirements at Tier 4: There are no requirements to provide Tier 4 support within this service

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Appendix B

Property Information

Current Units included in Accommodation Based Supported Living Service for People with Moderate to Severe Mental Health Needs

Property	Current Tier of Support	No of Units	Landlord	Housing Management	Office Accommodation Available	Sleep-in Facilities	Current Associated Costs *subject to increases as per SLA Agreements
38/40 Garden Walk, Cambridge, CB4 3EN	2	9	Metropolitan	Housing Management to be provided by Metropolitan	N	Y	See additional info from Metropolitan
15 Garden Walk, Cambridge, CB4 3EN	3a	10	Metropolitan	Housing Management to be provided by Metropolitan	N	Y - work in progress (May 15)	See additional info from Metropolitan
14 Ribston Way, Cambridge, CB4 1FT	3a	13	Cambridge Housing Society	Housing Management provided by CHS	Y	N	£4366.50 per annum
Fern Court, Huntingdon, PE29 6HN	3a	13	MUIR	Housing Management provided by MUIR	N	N	
Vicarage Terrace, Cambridge, CB1 2LU	3a	12	Metropolitan	Housing Management to be provided by Metropolitan	Y	N	See additional info from Metropolitan
9 Fern Court, Huntingdon	Office Accommodation	N/A	Cambridgeshire County Council underleased to the Provider	N/A	Y	N	Rent and Service Charge £7671 per annum
Huntingdon Road, Cambridge, CB3	3b	15	Metropolitan	Housing Management to be provided by Metropolitan	N	N	
44 Garden Walk, Cambridge, CB4 3EN	3b	16	Metropolitan	Housing Management to be provided by Metropolitan	N	N	
Denham Place, Coleridge Road, Cambridge, CB1 3GB	3b	16	Metropolitan	Housing Management to be provided by Metropolitan	N	N	See additional info from Metropolitan
[REDACTED]	3b	3	Metropolitan	Housing Management to be provided by Metropolitan	N	N	
[REDACTED]	3b	3	South Cambridgeshire District Council	Housing Management to be provided by Provider	N	N	£5738.64 per annum
[REDACTED]	3b	3	South Cambridgeshire District Council	Housing Management to be provided by Provider	N	N	£6093.84 per annum
[REDACTED]	3b	4	Pringle Group	N/A	N	N	
[REDACTED]	3b	4	Pringle Group	N/A	N	N	
Ditchburn Place, Cambridge, CB1 2DR	3b	20	Cambridge City Council	N/A	N	N	
42 Garden Walk, Cambridge, CB4 3EN	Office Accommodation	N/A	Metropolitan	N/A	Y	N	See additional info from Metropolitan
	TOTAL	141					

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

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 1 (continued)	Involvement & Information
Standard 2	Consent
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Where they are able, Service Users give valid consent to the care and support they receive. They understand and know they can change any decision that has been previously agreed about their care and support. Their human rights continue to be respected and are taken into account.</i>
	To achieve this the Service Provider will:
2.1	Ensure staff know and understand when to obtain consent, when to take verbal or implied consent and how to document records of consent.
2.2	Assess their capacity as required to give informed consent and ensure this is reviewed regularly.
2.3	Provide Service Users with sufficient information in appropriate formats relating to consent and ensure this is reviewed regularly.
2.4	Discuss and explain the risks, benefits and alternative options to the way services can be delivered with all relevant stakeholders.
2.5	Support Service Users to access advocacy services to help them make informed decisions.
2.6	Follow advanced decisions in line with the Mental Capacity Act 2005.
2.7	Take account of restrictions in line with the Deprivation of Liberty Safeguards when providing care and support.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to monitor practice around consent and capacity.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 2 (continued)	Personalised Care & Support
Standard 4	Meeting Nutritional needs
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Service Users are enabled and supported to have a choice of nutritional and balanced food and drink to meet their diverse needs.</i>
	To achieve this the Service Provider will:
4.1	Support Service Users to make healthy choices and lead healthy lifestyles and provide access to information about healthy and balanced diet, recognising individual preferences, cultural and dietary requirements.
4.2	[NOT USED].
4.3	Food and drink are provided in a way that promotes Service Users dignity and independence.
4.4	[NOT USED].
4.5	Support Service Users to access specialist services, guidance and advice where required.
4.6	Ensure that staff who are involved with food preparation have up-to-date food and hygiene training.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to meet the nutritional needs of Service Users.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 2 (continued)	Personalised Care & Support
Standard 5	Co-operating with other Service Providers
	What outcome can people who use your services expect?
	<i>Service Users receive safe, coordinated care and support where more than one Service Provider is involved, or where they are moved to another Service Provider.</i>
	To achieve this the Service Provider will:
5.1	Co-operate and communicate with other Service Providers of the individual's care and support when this responsibility is shared, or when the Service User is transferred to one or more services. Ensure that there is a named individual to support any transition.
5.2	Ensure that the care and support plan includes effective arrangements for when Service Users are transferred to another service ensuring that this includes everything the receiving service needs so the needs of the individual can continue to be met safely.
5.3	Keep appropriate records and information and ensure that it is shared in a confidential manner in line with the Contract and the requirements of the Data Protection Act.
5.4	Support Service Users to access other social care or health services as required.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to effectively co-operate with other Service Providers.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 3	Safeguarding & Safety
Standard 6	Safeguarding People who use the Service from abuse
	What outcome can people who use your services expect?
Core criteria in bold	<i>Service Users are protected from abuse or the risk of abuse and their human rights are respected and upheld.</i>
	To achieve this the Service Provider will:
6.1	Take action to identify and prevent abuse from happening in the service and respond appropriately when it is suspected that abuse has occurred or is at risk of occurring.
6.2	Be aware of, and follow, their responsibilities under the Local Authority's safeguarding and whistle-blowing policy and procedures.
6.3	Ensure that appropriate guidance and training about safeguarding adults from abuse is accessible to staff, put into practice, implemented and monitored. Where a care worker is going into a person's own home to deliver services to an adult, but where there may be children present the care worker will also be trained to level 1 in child protection.
6.4	Only use Deprivation of Liberty Safeguards when it is in the best interest of the Service User and in accordance with the Mental Capacity Act 2005.
6.5	Review and update the Service User's care and support plan to ensure that individuals are properly supported following any (alleged) abuse.
6.6	Give Service User's and their Carer's adequate information about how to identify and report abuse, as well as sources of support outside the service, including the Local Authority, and actively support and encourage Service Users to raise issues and concerns when necessary.
6.7	Support Service Users and their carer when they have to take part in any safeguarding processes.
6.8	Ensure that Service Users' human rights are promoted and protected through the assessment and delivery of care.
	The Service Provider will ensure that:
	They have appropriate policies, training and arrangements in place to maintain the safety of Service Users.
	They have appropriate mechanisms in place to monitor compliance with required standards of practice.

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

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

	EAST OF ENGLAND SERVICE OUTCOMES AND STANDARDS OF CARE
DOMAIN 3 (continued)	Safeguarding & Safety
Standard 9	Safety & Suitability of Premises
	What outcomes can people who use your services expect?
Core criteria in bold	<i>Service Users, together with those who work in or visit the premises, are in safe and accessible surroundings that promotes and protect their wellbeing.</i>
	To achieve this the Service Provider will:
9.1	Protect people, staff and others against the risks of unsafe or unsuitable office premises.
9.2	[NOT USED].
9.3	Have appropriate security arrangements in place to address the risk of unauthorised access.
9.4	[NOT USED]
9.5	Assess any risks to premises and facilities and act on any risks identified.
9.6	Ensure that staff undertake fire safety training as well as risk assessment and risk management training.
	The Service Provider will ensure that:
	The premises remain suitable for the effective delivery of the care and support required by Service Users.

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

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

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

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

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

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

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

SCHEDULE 3 CHANGE CONTROL PROCEDURE

1. INTRODUCTION

This Schedule contains the framework for managing these minor changes to the Contract.

Any work undertaken in connection with any proposed change to the Contract by the Service Provider shall be undertaken entirely at the expense and liability of the Service Provider.

Until such time as the Change Control Notice (in the form specified in this Schedule) has been signed/sealed (as appropriate) by all the Parties, the Service Provider will continue to provide the Services in accordance with the Contract. Once the Change Control Notice has been signed/sealed (as appropriate) by all the Parties it will form part of the Contract.

2. PROCEDURE

Set out below is the procedure for minor changes to the Contract.

The Parties will meet to discuss the proposed change. The meeting to be minuted and all information required to support the change should be readily available to both Parties.

Any negotiations or any other communications which may take place in connection with the proposed change should be documented as these factors will form the basis of the minor change.

Once the change has been agreed by the Parties the Contract Manager will be responsible for completing the necessary documentation and the details to be included are as follows:

- the title of the proposed change;
- the originator and date of the proposal for the proposed change;
- the reason for the proposed change;
- full details of the proposed change;
- the variation to the price, if any, of the proposed change;
- details of the likely impact, if any, of the proposed change on other aspects of the Contract with reference to specific Contract provisions.

Once completed and provisionally agreed between the Parties to the Contract, authority to proceed should be obtained in accordance with the Council's governance procedures. Hard copies (sufficient numbers for each Party to the Contract) of the Change Control Notice should be sent to the for signing/sealing as appropriate and then all copies returned to the Contract Manager within an agreed timescale. Officers with power to sign

the Change Control Notice should sign/seal (as appropriate). Once completed the signed/sealed documents should be issued to each relevant Party. The original signed/sealed documents should be stored with the original Contract.

Cambs County Council FOI 8181

CHANGE CONTROL NOTICE

Dated this day of 20[]
 Sequential Number: [] Title: []
 Number of pages attached: []

WHEREAS the Service Provider and the Council entered into a Contract for [add title of contract] dated [date] (the “Original Contract”) and now wish to amend the Original Contract as specified below:-

IT IS AGREED as follows

1. With effect from [date] the Original Contract shall be amended as set out below:

[Full details of any amendments to the Original Contract should be inserted here]

- the title of the proposed change;
- the originator and date of the proposal for the proposed change;
- the reason for the proposed change;
- full details of the proposed change;
- the variation to the price, if any, of the proposed change;
- details of the likely impact, if any, of the proposed change on other aspects of the Contract with reference to specific Contract provisions.

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

- ### 3. Confidentiality

The Council and hereby agree that they shall keep the terms of this Change Control Notice confidential and shall not disclose them to any third party other than in confidence to their professional legal advisors or otherwise as required by Law unless agreed by both Parties in writing. The Service Provider acknowledges and agrees that this Clause is a condition of this Change Control Notice and any breach of the same shall constitute a breach of the Contract.

Signature: _____
for and on behalf of the Council

Name: _____

Title: _____

Signature: _____
for and on behalf of the Service Provider

Name: _____

Title: _____

SCHEDULE 4 THE COUNCIL'S POLICY STATEMENTS

THE COUNCIL'S EQUAL OPPORTUNITIES POLICY STATEMENT

The Council believes in openness and equality in our dealings with each other and in the way we provide services to members of the community. Every individual is entitled to dignity and respect. Care for the users of our services goes hand in hand with care for our employees. The Council aims to ensure that all groups and individuals within the community are given full opportunity to benefit from the services and job opportunities it provides. No service user or potential service user, employee or potential employee will be discriminated against because of trade union activities or any protected characteristic listed in the Equality Act 2010: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

More information is available in the Council's Equal Opportunities Policy which can be found at:

http://www.cambridgeshire.gov.uk/info/20086/communities_and_localism/480/equality_and_diversity

TRANSLATION AND INTERPRETING

The Council is committed to providing equitable, effective and proportionate access to its services to all who need it regardless of their ability to communicate due to lack of or limited proficiency in English and/or hearing related sensory difficulties.

The Council expects and requires that the Service Provider will ensure equal access to the Services they provide on behalf of the Council by way of ensuring that interpreters and translators are made available when needed.

THE COUNCIL'S WHISTLEBLOWING PROCEDURE

The Council's Whistleblowing Procedure is contained in **Clause 27** a copy of which will be provided to the Service Provider on request. The will need to develop a Whistleblowing Policy, in line with the Council's Whistleblowing Procedure, and review this on an annual basis and make the policy available to the Contract Manager. The Council's Whistleblowing Procedure is available

http://www.cambridgeshire.gov.uk/info/20044/data_protection_and_foi/47/whistleblowing

THE COUNCIL'S HEALTH AND SAFETY RULES FOR SERVICE PROVIDERS

1. **EQUALITIES ACT 2010 (EA 2010)**

All works carried out on behalf of the Council must be EA 2010 compliant.

2. **CARE ACT 2014**

All works carried out on behalf of the Council must be CARE ACT 2014 compliant.

3. **TRANSFORMING LIVES**

All works carried out on behalf of the Council must be done in line with the Councils Transforming Lives strategy

http://www.cambridgeshire.gov.uk/info/20166/working_together/579/delivering_the_care_act/3

4. **HEALTH AND SAFETY**

All works carried out on behalf of the Council must be done in line with the Councils Health and Safety Policy (where applicable.)

http://www.cambridgeshire.gov.uk/download/downloads/id/2199/display_policy_pdf

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SCHEDULE 10

SAFEGUARDING & DISCLOSURE AND BARRING SERVICES (DBS) RISK ASSESSMENT FORM

1.0 It shall be the responsibility of the Provider to read all information within the below links regarding Cambridgeshire County Council's policy for Safeguarding of Vulnerable Adults from Abuse and Safeguarding Children. These web links will be regularly updated and the Provider must ensure they keep up to date with any changes or updates to the policies and procedures below.

- **Safeguarding of Vulnerable Adults from Abuse:**
[http://www.cambridgeshire.gov.uk/info/20077/adults and older people practitioners and providers information/418/adult safeguarding policy and procedures](http://www.cambridgeshire.gov.uk/info/20077/adults_and_older_people_practitioners_and_providers_information/418/adult_safeguarding_policy_and_procedures)
- **Safeguarding Children**
[http://www.cambridgeshire.gov.uk/info/20076/children and families practitioners and providers information/298/children and families procedures and resources/9](http://www.cambridgeshire.gov.uk/info/20076/children_and_families_practitioners_and_providers_information/298/children_and_families_procedures_and_resources/9)

Pursuant to **Clause 6.20** of the Conditions of Contract the Service Provider will complete a risk assessment form which is equivalent to or exceeds the form under this Schedule 10.

If any of the "Staff" providing the Services include either UK citizens who have lived overseas or non UK citizens into a post that require an enhanced DBS disclosure then the Service Provider must complete the **Safeguarding and Foreign Nationals – Risk Assessment Form** which is equivalent to or exceeds the standards as specified in this form. The Contract Manager shall monitor the Service Provider's compliance with this during the contract monitoring process.

In relation to **Clause 6.20**, the Council's Contract Manager will also be seeking evidence that the process specified is being complied with.

There are legal requirements on the Service Provider. The Service Provider must ensure that it is aware of its legal responsibilities, including (although this list is not exhaustive):

- It is a criminal offence to knowingly employ anyone in Regulated Activity who is barred by the Disclosure and Barring Service (DBS). Some DBS Disclosures will show whether or not a person is barred.
- A mandatory 'duty to refer' will apply - you must tell the DBS if you have concerns about an individual who may pose a risk to vulnerable people. Full details are available on the DBS website.

DBS Adult First guidance (please check the DBS website for up to date guidance on the DBS Adult First service):

The DBS Adult First service applies to adult services such as care homes, domiciliary care agencies and adult placement schemes where DBS certificates are required by law.

This service is only available to organisations who are eligible to access the DBS's adult barred list and who have requested a check of the barred lists on their DBS application form. DBS Adult First is not a substitute for a DBS certificate and the Service Provider must take care when making recruitment decisions prior to receiving a full DBS certificate. DBS Adult First checks should only be used in exceptional circumstances and when absolutely necessary.

A DBS Adult First check is not appropriate where a person intends to work with both children and adults. Those working with both vulnerable groups will need to wait for a DBS certificate to be returned to find out whether a person is barred from working with vulnerable groups. There is no equivalent check of the children's barred list.

DBS DISCLOSURE RISK ASSESSMENT FORM (Employment)

To be used to assess the suitability of the applicant where a Disclosure certificate has revealed offences

NOTE: You **MUST** disregard any offences declared by the applicant that do not appear on the certificate.

Please note: the information and evidence referred to in this form will be relied upon to make an employment decision in relation to staff working with vulnerable groups. It is therefore important that it is fully completed and includes evidence rather than a series of statements. Forms that are not fully evidenced will be returned. Please refer to the guidance attached to this form and contact the Safe Staffing team if you require further assistance.

Name of Applicant	
Position Applied For	
Disclosure Type	
Disclosure Ref No	
Disclosure Issue Date	
Tel No	
Dept/Service	
Name of Hiring Manager/ Head undertaking risk assessment	

This form consists of three sections - please ensure that each section is completed in full, including a full account of offences disclosed.

SECTION A – To be completed during the discussion between hiring manager and applicant

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
Did the applicant declare the offence(s)/trace(s) on the Council declaration form and at the interview?	Yes / No (if not why not)	
Did the applicant agree that the information on the DBS Certificate was correct?	Yes / No (if not why not)	

No.	Offences declared by applicant	Brief circumstances behind offence

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
How did the applicant regard the offence(s) / trace(s) with hindsight and what is their attitude towards the matters now?	Please explain	
What would they have done/do differently now?	Please explain	
Have the applicant's circumstances changed since the offence? E.g. location, friends, partner, education?	Yes / No Please explain	
Is the applicant stating any mitigating circumstances? E.g. peer pressure, financial need or lack of judgement	Yes / No Please explain	

SECTION B – Hiring Manager Assessment

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
Did the offences/traces disclosed form any pattern? E.g. is there a cycle or history, reoccurrence, repeat offences	Yes/No Please explain	

Did the applicant demonstrate any efforts not to re-offend? E.g. rehabilitation course	Yes/No Please explain	
What is the nature of the contact the individual has with children/vulnerable adults?	Please describe	
Can any safeguards be implemented to reduce/remove any risk?	Yes/No/Not applicable Please explain	
Will the nature of the post present any realistic opportunities for re-offending?	Yes/ No Please explain	
Does the post have any direct contact with the public and how vulnerable are they?	Yes/No Please explain	
What supervision is available and how will it be used to mitigate risk?	Please explain	

Summary of evidence taken into account and rationale for this decision. Any additional comments from the hiring manager/ Headteacher:

Do you wish to proceed with employment? Yes/No
(if yes please explain here why)

Date:

Name:

Signature:

Safeguarding and Foreign Nationals – Risk Assessment Form Template and Guidance Notes

Safeguarding and UK Citizens who have lived or worked overseas.

The DBS currently cannot access criminal records held overseas, therefore a DBS check may not provide a complete picture of an individual's criminal record. It is considered good practice to obtain a certificate of good conduct from the embassy of the country the applicant has specified they have spent a significant period of time in.

This procedure (or similar) should form part of an applicant's pre-employment checks please note that a DBS and all other recruitment checks must be sought taking extra care with references and other background checks.

Limitations of Certificate of Good Conduct/Letter of Good repute

Managers should note that the information provided on certificates of good conduct / letters of good repute can be subjective due to the following reasons;

- Data protection
- Political willingness e.g. Countries with political unrest are unlikely to provide information.
- Culture e.g. age of consent in a number of EU countries is less than 16.
- Each country may provide different information, and in some cases, will not provide any information. For details of what each country is able to provide, please refer to the [CPNI Website](#).

Obtaining a Certificate of good conduct/good reputation

The **applicant** is responsible for requesting a 'Certificate of Good Reputation/Letter of Good Conduct' from the home embassy of that country which can authenticate the document. It also reduces the need and cost for potential translation requirements. Costs for the certificate/letter can vary according to the country and the applicant must cover this charge.

Applicants must provide a certificate of good reputation / letter of good conduct from a country that is able to provide one. If this is not obtained, they must provide evidence that an attempt was made to obtain a certificate / letter.

Useful Contacts/Links

Foreign and Commonwealth website www.fco.gov.uk or telephone 020 7008 1500

[CPNI – Centre for the protection of National Infrastructure](#)

NCSL safeguarding training which can be found at www.ncsl.org.uk

Risk Assessment Template-

Overseas Certificate of Good Reputation/ Letter of Good Conduct

What is this assessment for?

If an applicant has lived or worked overseas within the last five years for a period 6 months or more, they must seek to obtain a certificate of good reputation/letter of good conduct. If the applicant is unable to provide a certificate of Good Reputation / Letter of Good Conduct from the embassy of the country they have spent time in, Line Managers/head teacher should make an assessment of any potential risks.

Who completes it

The recruiting manager must complete this assessment with knowledge of the role and service, ensuring that appropriate safeguards are put in place.

Where do I keep it?

This form should be retained on the personal file of the individual involved.

Risk Assessment

Considerations (tick Yes/No, and add necessary comments)	Yes	No	N/A	Comments
Has the applicant provided evidence that a Cert. good conduct / Letter of Good Reputation has been requested?				
If one has not been requested, please state reasons?				

Is the certificate/ letter from a country where it may prove difficult to obtain?				
Have satisfactory employment references been sought and received?				
Have references been validated to ensure accurate? eg. dates stated match, from a genuine source.				
Have satisfactory other pre-employment checks been completed? eg. Proof of right to work, health, qualifications etc.				
Has the person completed their DBS application form?				
Have they declared any information				

N.B - Following on from completing this assessment of risks, if the applicant is employed, it is imperative that the employee is provided with an in-depth induction and any relevant professional codes of conduct are issued.

Manager:

Date:

Outcome: Agreement to continue with offer/withdraw offer (if not agreed please give details)

Schedule 15 – Pricing Schedule –

Withheld from disclosure under FOI Section 43(2)

Cambs County Council FOI 8181

THE SOCIAL CARE COMPLAINTS POLICY ADULTS AND OLDER PEOPLE

Cambs County Council FOI 8181

April 2009
Reviewed: April 2011

20. Appendices

- Appendix 1: Flowchart showing decision-making around informal concerns
- Appendix 2: Template of consent letter for a representative to raise a complaint and for the release of personal information
- Appendix 3: Template of consent form for a representative to make a complaint and for the release of personal information
- Appendix 4: Template of letter requesting consent for release of personal information
- Appendix 5: Template of consent form for release of personal information
- Appendix 6: Guidelines for acknowledgement and response letters
- Appendix 7: Stages in managing a formal complaint
- Appendix 8: Assessment for different levels of investigation
- Appendix 9: Managing persistent complainants

1. Purpose

1.1 Cambridgeshire County Council considers every encounter between staff and service users, carers and the public to be an opportunity to learn from people's experiences of its services. This learning should be used to continuously improve the quality of these experiences as well as Local Authority services, and so increase the organisation's accountability to those it serves.

1.2 This policy clarifies the distinction between informal concerns and formal complaints resolution processes and defines who and how someone may raise concerns or complaints with the Local Authority. The policy also lays out the processes and duties the organisation should use to help resolve concerns and complaints when they are received.

1.3 This policy does not apply to concerns/complaints that are being investigated through the Local Authority's Disciplinary and Grievance or 'Whistle blowing' procedures, or which are being pursued as legal claims.

2. Principles

2.1 Honouring people's choices

Whilst the Local Authority aims to treat every concern or complaint equally seriously, whether informally or formally made, it recognises that many people value the choice of whether the organisation uses an informal (discussion with local staff or formal route (Complaints Service) to address the matters they have raised. The new Health and Social Care complaints system in April 2009 underlines the importance of allowing for this flexibility in designing person-centred ways of resolving people's concerns and complaints.

2.2 Upholding people's rights

The Local Authority further recognises that raising a concern or complaint about its staff or services and having it dealt with thoroughly and respectfully is an important right of individuals.

2.3 Acting with integrity

The Local Authority processes and duties will aim to reflect the principles for remedy and good administration outlined by the Local Government Ombudsman. Rightful handling of concerns and complaints is about:

- Getting it right
- Being customer focused
- Being open and accountable
- Acting fairly and proportionately
- Putting things right
- Seeking continuous improvement

2.4 Being open and honest

The Local Authority expects all investigations into concerns and complaints to be transparent. Where mistakes have been made or things have not gone well, responsibility will be taken by the appropriate person and a genuine apology given as soon as possible and in accordance with the Local Authority 'Being Open' policy. Early meetings to discuss and address concerns in person are encouraged, and agreement will be gained regarding how best to remain in ongoing communication with those who have raised concerns.

2.5 Maintaining confidentiality

Information provided by those raising a concern or complaint will be recorded carefully and securely by the person who first receives it. All staff have a duty for adhering to Local Authority guidelines and policies on confidentiality and data protection, and correct permissions should be sought before information is passed on to other parties (see section 11.4 on Consent).

2.6 Offering compassion and credibility

It is very important that the accounts given by service users, carers and members of the public, of their experiences of Local Authority services are taken seriously and given credibility as people's real experiences. Those raising concerns or complaints should always be treated with respect, empathy and compassion. At the same time, staff who are involved in a complaint should be given support and their own experiences taken seriously. The purpose of the complaints procedure is not to apportion blame, but to investigate situations fairly so everyone can learn from what has taken place and to achieve resolution.

3. Accessing information about how to raise a concern or complaint

3.1 Information on how to raise informal concerns or make formal complaints is given in the Local Authority Social Care Services Complaints leaflets.

3.2 Complaints information leaflets are made available in all resource areas, and are also downloadable from the Local Authority external website and intranet.

3.3 The contact number for the Complaints Department is publicised.

3.5 Free copies of the leaflets should be sent out by the Complaints Service on request.

3.6 The Complaints Department, have a duty to publicise a variety of initiatives (such as the 'Anything to Say?' feedback cards) through which people can raise concerns informally

3.8 All staff should receive training in Induction, and regular reminders in their personal appraisal sessions, about making the complaints process accessible to those they support, and their carers.

3.9 Information in other languages and formats is made available on request.

4. Ensuring equity

4.1 In accordance with the principles above, the Local Authority takes seriously people's rights to raise informal concerns and formal complaints without their care, treatment or relationship with staff being compromised. All information given to service users, carers and the public about raising concerns and complaints should make it clear that people can expect not to be treated any differently as a result of doing so.

4.2 Complaints letters, investigation reports and notes of conversations relating to concerns/complaints should not be filed in Service User Case files, unless a specific item is of significant importance.

4.3 If it comes to the attention of any member of staff that a person's treatment is being compromised as a result of a concern or complaint being raised, they should report it immediately to the Customer Care Manager.

4.5 The Complaints department will record and report any incident of this nature to the Director.

5. Defining 'informal concerns' and 'formal complaints'

5.1 A concern or complaint is 'any expression of dissatisfaction that requires a response'.

5.2 It is how the person raising a concern/complaint would like it addressed that helps define whether the expression of dissatisfaction requires an 'informal' or 'formal' response. It is therefore not **always** the complexity or severity of a concern/complaint that defines its formality or informality.

5.3 The Local Authority recognises that many people choose to try local resolution through informal channels first, and then formally progress them if still dissatisfied. However, exceptions should be made in the case of serious or high risk charges of abuse or neglect, when staff or the Complaints Manager should advise the person raising concerns to register a formal complaint immediately. The Local Authority policies on the 'Protection of Vulnerable Adults' should be followed where appropriate.

6. Raising informal concerns

6.1 Informal concerns can be expressed to the organisation in many different ways. They can be raised as:

- questions
- suggestions
- feedback
- requests for information or,
- Comments and complaints.

6.2 The Local Authority encourages service users, their relatives and carers to bring their concerns openly to staff in person, on the phone, email or in writing. All staff are expected to respond to and resolve these informal concerns as quickly and locally as possible, on a daily basis.

6.3 Many queries or minor disagreements can be resolved at this local level without the need for concerns to be registered as formal complaints.

7. Process for raising informal concerns

7.1 Informal concerns can be raised by service users, carers and members of the public:

- In person, to staff.
- By phone, to staff members or by calling the Contact Centre (0845 045 5202)
- By email, to CCM@cambridgeshire.gov.uk
- By post, to staff teams in the area.

7.2 The person listening to the informal concern raised will consider whether he/she can answer fully and appropriately, and where possible, take immediate action to resolve the concern.

7.3 If immediate action cannot be taken by the staff member who has heard the concern, he/she should refer it to the most appropriate person or team who can resolve the issues raised. A log should be taken of to whom the concern has been passed on, and the person raising the concern should be informed of who this is.

7.4 Once a concern has been resolved, the person raising the concern should be informed of the outcome and any learning should be communicated to the team or staff member's manager as soon as possible.

7.5 If it is not possible to resolve the concern informally with local staff members, the person raising the concern should be given information on local advocacy services (see Appendix 10), and the formal complaints process. If a concern has not been resolved satisfactorily within a month, strong consideration should be given to progressing to the formal complaints process.

8. Duties, roles and responsibilities for resolving informal concerns

8.1 **All staff members**, wherever they work in the organisation, have a responsibility and duty to listen to the concerns that are raised with them by service users, carers or members of the public. Whenever appropriate, immediate steps should be taken by that member of staff or team at the point of contact to address the concern raised, or the concern should be promptly passed onto the most appropriate person or team who can help. The person raising the concern should be kept fully informed of who is dealing with it, and apprised of its outcome.

8.2 Individual **staff members** should record all serious informal concerns raised about the safety, quality or experience of services and highlight these to their managers.

8.3 **Service managers** should consider the learning from concerns raised and explore what further actions could be taken to improve services. They should ensure their staff teams deal with concerns promptly, openly and effectively. They should also discuss and monitor learning and actions regularly at team meetings.

8.4 The Complaints Administrator is responsible for responding to calls made to the Complaints phone line within office hours, and for passing on information and enquiries to the appropriate staff teams. The Complaints Department also has a responsibility for keeping a record of enquiries and their follow-up resolutions.

8.5 **MP's and Councillors** have a duty to listen to the concerns raised by the members in their constituencies, and to pass these onto the Local Authority as soon as is reasonably possible.

9. Process by which organisation aims to make changes through informal concerns

Every informal concern that the Local Authority receives will be regarded as an opportunity to improve services.

9.1 It is always the responsibility of the staff member who first receives the concern to act on it and pass on information as promptly as possible.

9.2 In the first instance, and where appropriate, local practical changes should be made which address the current situation as quickly as possible.

9.3 Secondly, the nature and scope of the informal concern should be assessed to learn whether procedural or strategic changes are required and whether these are of short, medium or long-term significance. These should then be raised with the appropriate person or body for action.

9.4 If the informal concern indicates serious malpractice, or that a vulnerable person is at risk, the concern should be logged with the POVA team and an appropriate investigation begun immediately (see 'Protection of Vulnerable Adults' and 'Safeguarding Children' policies).

9.5 Staff teams and the Complaints Department should clearly document concerns raised, lessons learnt and actions taken to resolve concerns. An email record of actions taken locally to resolve concerns, and their outcome, should be sent to the Complaints Administrator for filing. **Appendix 1** shows a diagram of the process for making decisions and changes in response to informal concerns.

10. Process for monitoring compliance

10.1 Written records should always be kept of informal concerns that have been raised with staff, and of subsequent actions taken. Service managers are responsible for ensuring that all staff members keep good records locally, but do not file information pertaining to a concern/complaint in a service user's case file. Local service audits on the quality of record-keeping should extend to informal concerns/complaints files.

10.2 The Complaints Administrator will carry out a regular audit of 'open' or unresolved concerns and request evidence from teams, of actions that have been taken.

10.3 Informal concerns that are logged through the Complaint Department will be recorded on the Complaints Handling system, and quality audits will be carried out quarterly on the completeness and accuracy of information being received and logged.

11. Making formal complaints

11.1 What can a complaint be about?

11.1.1 A complaint to the Local Authority may be about any matter reasonably connected with the exercise of its functions. The Local Authority is

accountable for all the services it provides, whether directly from its own resources, or through contracts with other agencies, and it has a duty to investigate complaints about any aspect of these services.

11.1.2 Occasionally, the Local Authority might deliver a service in partnership with another organisation (i.e. NHS, Mental Health Trust or Learning Disability Partnership). In these situations, the Local Authority will hold joint responsibility for ensuring a lead agency for conducting any complaints investigation.

11.1.3 If the Local Authority receives a complaint that relates wholly to services provided by the NHS Trust, the Complaints Manager must within 5 working days of receipt ask the complainant if they wish the Local Authority to send the complaint on to the other organisation. If **consent is given**, the Complaints Department must refer the case on as soon as is reasonably practicable.

11.2 What sits outside the official Social Care Complaints procedures?

If a complaint received indicates a need for referral for: -

- An investigation under the disciplinary procedure (cf. Local Authority 'Disciplinary Policy and Procedure')
- An investigation by one of the professional regulatory bodies
- An independent inquiry into a serious
- An investigation of a possible criminal offence
- An investigation under the Protection of Vulnerable Adults or Safeguarding Children's procedure
- Legal proceedings or a claim for financial compensation.

The Local Authority policies indicated apply, and immediate advice should be sought from the relevant Director, Manager or Human Resources Team. The Complaints Department is not responsible for deciding whether to initiate any of the above investigations and will refer such cases to the designated authority.

11.3 Who may complain?

11.3.1 A complaint may be made by:

- A service user
- Any person who is affected by, or likely to be affected by, an action, omission or decision of Cambridgeshire County Council if it is the subject of the complaint
- A person acting on behalf of another, where:
 - The person themselves has requested that they act as their representative and has provided consent for them to do so
 - The person themselves is unable, by reason of physical or mental incapacity, to make a complaint on their own behalf

- The person has died, and the representative is a relative or other person who, in the opinion of the Complaints Manager, had or has sufficient interest in their welfare and is a suitable person to act on their behalf

11.3.2 If the Complaints Manager believes that a person does not have sufficient interest in the person's welfare, or is unsuitable as a representative, he/she must notify the person to this effect, stating the Local Authority's reasons in writing.

11.3.3 Where a number of individuals share an area of concern and wish to make a formal complaint, they must access the Local Authority complaint procedure on an individual basis. Alternatively, they might wish to approach the Local Involvement Network groups (LINKs), or an advocacy service to raise issues with the Local Authority on their behalf.

Cambs County Council FOI 8181

11.4 When is consent required?

11.4.1 Where a carer makes a complaint on behalf of a service user, the Local Authority must first satisfy itself that the service user has provided the appropriate consent for the carer to act as their representative, and for the release of any relevant personal information (see Appendices 2 – 5 for consent form templates).

11.4.2 Where the service user's consent is required but withheld, the Local Authority's response to the carer's complaint will be limited to that information which can be shared without compromising the service user's right to confidentiality. This will be clearly explained to the person making the complaint and every effort will be made to be as open as possible.

11.4.3 Where physical or mental incapacity affects a service user's ability to make a complaint or to provide consent to a representative to act on their behalf, the Complaints Manager, in discussion with the Chief Executive, relevant director, or investigating manager, will determine whether the complainant has sufficient interest to be considered a suitable representative. This decision will take into account the need to respect the service user's confidentiality and any previously expressed wishes about disclosure of information to third parties.

11.4.4 Where an urgent need to protect a vulnerable person is identified in a complaint raised by a representative, there may be a need to disclose information or to act prior to consent being received. If this is the case, the discussion and decision should be clearly recorded in the complaints file.

11.5 When can someone complain?

11.5.1 Complaints are best made as soon as possible after an event has occurred, as investigation is likely to be most effective when memories are fresh.

11.5.2 The time limit for making a formal complaint is:

- Twelve months from the date on which the matter which is the subject of the complaint occurred¹
- Twelve months from the date on which the subject of the complaint came to the notice of the complainant²

11.5.3 Where a complaint is made after the expiry of this period, the discretion to vary the time limit will be used sensitively and with reference to good practice guidelines. Having regard to the context and specific circumstances,

¹ A timescale of 12 months from the date of the incident will be introduced under new regulations from April 2009.

² As above: the timescale will be 12 months from the subject of the complaint coming to the attention of the complainant.

the Complaints Manager may decide to carry out an investigation if he/she is of the opinion that:

- The complainant had good reasons for not making the complaint within the usual period
- It is still possible to investigate the complaint effectively and efficiently, notwithstanding the time that has passed

Where possible, the Complaints Manager might also arrange for alternative methods of resolution to be offered outside of the formal complaints process (i.e. meeting with staff) in view of there still being actions that could be taken, or important learning to be shared.

12. Process for managing formal complaints

12.1 How a complaint is received

12.1.1 Formal complaints can be made orally or in writing (including electronically), to any member of staff, including the Complaints Manager and Chief Executive.

12.1.2 Where a complaint is made orally, the Complaints Manager or Administrator must make a written record of the subject matter and the date of the complaint. This should be copied to the complainant and signed and returned as a true account by the complainant.

12.1.3 The Complaints team will assist those who wish to make a written complaint, but feel unable to do so. They will also provide information about local Independent Advocacy services as an additional or alternative form of support.

12.1.4 Where a complaint is made in writing, it must be clearly stamped with the date it was received by the staff member or Complaints Manager.

12.1.5 A formal letter of acknowledgement should be sent to the complainant within three working days³ of the Local Authority's receipt of the complaint (see Appendix 6 for template).

A copy of this letter should be retained by the Local Authority Complaints Administrator and should record details of the complaint onto the Local Authority's complaints management software.

12.1.6 If a formal complaint is received and addressed at local service level without passing through the Complaints Department, it is the responsibility of the staff member who has received the complaint to ensure a copy of the complaint and its acknowledgement is sent to the Complaints Department as soon as possible.

³ Previously 48 hours

12.1.7 A copy of the complaint should be sent to the relevant service Director and Service Manager in order for an appropriate Investigation Manager to be appointed.

12.1.8 Where a complaint is received which does not relate to Cambridgeshire County Council's own services, it should be passed as promptly as possible to the Complaints team for appropriate redirection. If the written complaint relates to a health body, or another organisation, the Complaints team will first obtain the permission of the complainant before forwarding the information for investigation.

12.2 How the complaint is investigated

12.2.1 Appendix 7 shows a flowchart of key stages within the process for managing a formal complaint.

12.2.2 Central to managing a complaint efficiently and effectively is preparing the appropriate level of investigation for the nature of complaint raised. In discussing the initial scope and timeframes of the investigation with the Investigation Manager, the Complaints Manager will risk-assess the complaint using the Local Authority incident-reporting risk table. The Complaints Manager will also give a judgement on the level of investigation that would seem proportionate to the severity and nature of matters raised (see Appendix 8). All reasons for decisions made should be clearly documented.

12.2.4 Once an initial assessment of an appropriate level of investigation is completed, the Investigation/Complaints Manager should make early arrangements to speak with the complainant either in person or on the phone. At this meeting, the Investigation/Complaints Manager will aim to gain a full picture of the area and scope of the complaint from the complainant's experience.

12.2.5 The Investigation/Complaints Manager will discuss with the complainant:

- What outcomes s/he is hoping to achieve and how s/he will be informed whether these are achieved.
- How s/he would like to be communicated with and updated throughout the investigation.
- A shared understanding of how the investigation will be conducted.
- A mutually acceptable timeframe for the investigation and response.

These discussions will be documented and form an individual 'Complaints Plan'. A copy of this should be sent to the Complaints Department.

12.2.6 The Investigation/Complaints Manager will carry out the investigation with reference to the individual Complaints Plan and keep the complainant informed of progress in the manner agreed at the meeting.

12.2.7 Following the investigation, the Investigation/Complaints Manager will write a report, including recommendations for learning and action (where appropriate) and send this to the Complaints Department along with copies of the investigation's evidence. S/he will also prepare a formal letter for the designated officer's signature.

12.2.8 The Complaints Department will carry out a quality audit, and ensure all aspects of the initial complaint have been answered and the agreements within the Complaint Plan adhered to.

12.2.9 The full response will be sent from and personally signed by the Chief Executive or in the Chief Executive's absence, a designated Executive Director.

12.3 When is the complaints procedure suspended?

12.3.1 Some complaints will identify information about serious matters relating to staff performance and behaviours, and it may be necessary to consider disciplinary procedures. Where it is decided that disciplinary action is appropriate, the complaints investigation into these aspects should be suspended until the disciplinary process has been completed.⁴ In this event, the complainant must be informed that an internal inquiry is proceeding, but any issues that relate to the disciplinary process must remain confidential to the Local Authority.

12.3.2 The complaints procedure should cease if a complainant explicitly indicates in writing, an intention to take legal action, or to make a request for financial compensation in respect of the complaint. The complainant and any person/s identified in the complaint should be notified immediately of the suspension of the complaints procedure.

12.3.3 Where a complaints investigation reveals evidence of potential negligence or the likelihood of legal action, the Complaints Department should inform and seek advice from those responsible for risks and claims management in the Local Authority Legal Department.

12.3.4 Where a criminal investigation is indicated, the complaints procedure should be suspended immediately and the police informed.

12.3.5 Regrettably, on occasion, it is necessary to categorise a complaint or complainant as being persistent and unreasonable. In these circumstances the procedure to be followed is in Appendix 9 and would replace standard complaints procedures.

12.4 Mediation/conciliation

⁴ Under new regulations from April 2009, a complaints investigation can continue alongside a disciplinary process provided neither investigation will compromise the other.

12.4.1 The Complaints Manager may, on the request of, or with the agreement of, the complainant, make arrangements for conciliation, mediation or other reconciliatory action to help find resolution for a complaint.

12.4.2 These arrangements may be made internally, but it may also be helpful for the Complaints team to involve an independent mediator/conciliator to help resolve a complaint.

12.4.3 It is important to acknowledge that a complaint can be a very stressful time for all those involved, and reassurance should be offered to complainants and staff whatever the outcome of the investigation.

12.5 Beyond local resolution

12.5.1 Where a complainant remains dissatisfied with the outcome of the formal local resolution process, the Complaints Manager or Investigation Manager will contact the complainant to identify if there are any further actions the Local Authority could take regarding outstanding concerns. For example, it might be appropriate for there to be a further meeting with the service, or some additional recommendations for implementation.

12.5.2 Where the Local Authority considers it has acted as fairly and proportionately as possible and that further local resolution measures are not possible, the Complaints Department will provide the complainant with information on how to appeal to the Local Government Ombudsman. The Local Government Ombudsman will offer independent scrutiny and review of the complaint and the Local Authority's handling of it. This represents the second and final stage of the formal complaints process.

12.5.3 The Local Government Ombudsman will liaise with the Complaints Department for the information it requires. The Local Authority is responsible for fully and promptly cooperating with these requests.

12.5.4 Following review, the Local Government Ombudsman will inform the Local Authority of the outcome of their investigation, which may be that:

- The complainant has been provided with a written detailed explanation about their complaint
- The Local Authority is requested to take further action to resolve matters
- A formal investigation has taken place and the Local Authority is provided with a detailed report about the case.

13. Duties, roles and responsibilities for managing formal complaints

13.1 Chief Executive

The Chief Executive:

- Is the overall responsible officer for complaints management
- Reviews the complaints investigation files

- Delegates authority to the Complaints Manager to manage the daily operational activity of the complaints department and signing of complaint responses.
- Devolves decision-making in relation to formal complaints to the relevant professional lead or director

13.2 Director of Customer Service and the Director Adults and Support Services

The two operational directors:

- Have delegated authority to sign formal response letters in the Chief Executive's absence
- Oversee Senior Managers' appointments of Investigation Managers
- Communicate areas of concern/learning arising through complaints to their respective Directorate Meetings
- Provide support and advice to the Complaints Manager on operational matters

13.3 The Complaints Manager

The Complaints Manager:

- Has devolved responsibility for the overall operational management of the Complaints Service
- Has devolved responsibility for the investigation and signing of all formal response letters
- Monitors compliance with complaints regulations and wider policies and guidelines
- Collates complaints data for analysis in reports to Board.
- Manages the Complaints team
- Is responsible for developing complaints strategies, systems and processes, including complaints training together with the Primary Care Trust
- Takes a lead in the management of complex or persistent complaints cases

13.4 The Complaints Manager

The Coordinator is responsible for:

- The day-to-day operational activity of the Complaints Department
- Acknowledging the receipt of formal complaints within 48 hours, and coordinating timeframes to ensure the final responses are sent out within 25 days
- Working with investigation managers to ensure all aspects of a complaint have been answered
- Editing and arranging responses for the Chief Executive's signature
- Recording data about concerns and complaints on the complaints database

13.5 Senior Service Managers/Team leaders

The Senior Service Managers are responsible for:

- Ensuring the complaints process is implemented in their areas of responsibility, including maintaining up-to-date complaints information and publicity materials
- Appointing suitable individuals to be investigation managers
- Informing any member of their team if a complaint has been made against them
- Providing support to staff when investigating, or on the receiving end, of a complaint
- Ensuring good lines of communication with the Complaints Department and sending on any records of files relating to complaints
- Providing the Complaints Department with draft responses to the complaint.
- Ensuring that agreed actions following complaints responses are implemented, monitored and followed-up

13.6 Investigation Managers

Investigation Managers, when appointed, will be responsible for:

- Carrying out objective and thorough independent investigations
- Updating the complainant and the Complaints Department on progress made, and timeframes
- Maintaining clear and confidential records, evidence and notes of all investigation work
- Alerting appropriate senior managers and directors, to serious areas of concern that might arise during investigations and making recommendations as appropriate
- Writing a draft response for the Customer Care/Complaints Manager.
- Maintaining and refreshing training on complaints and leading investigations

13.7 All Local Authority staff

- Are responsible for reporting complaints promptly and accurately
- Are required to be aware of this policy and have knowledge of how to aid someone to make a formal complaint
- Are expected to try and resolve the complaint as close to its source as possible, as soon as possible
- Are expected to cooperate fully and openly with any complaints investigation, and say sorry for mistakes when they are made

14. Process by which the organisation aims to make changes as a result of formal complaints

Every formal complaint that the Local Authority receives should be regarded as an opportunity to learn and improve services.

14.1 On completion of an investigation, the Investigation Manager should send an Action Plan to the Complaints Department along with the investigation report, evidence and draft response letter. This Action Plan

should clearly highlight specific actions to be taken as a result of the complaint, against firm timeframes and responsibilities for their delivery.

14.2 The nature of actions recommended should reflect the level and scope of the complaint, and be proportionate. Care should be taken to focus on actions that try to restore complainants to the position they were in prior to making a complaint, in so far as this is possible. Recommendations should consider the range and integration of options available: what nature of procedural, strategic, information or governance changes are required and whether these are of short, medium or long-term significance (cf. Appendix 1 for Informal Concerns).

14.3 It is the responsibility of the Investigation Manager to ensure that the action plan is developed with local ownership, and actions are achievable and likely to be effective. A copy of the plan should also be sent by the Investigation Manager to the Senior Manager or Director who has been overseeing the case (see section 13 on 'Duties').

14.4 The Complaints Department will aggregate information gained through formal complaints and highlight themes, trends and qualitative information to local teams, forums and service user/carer groups carrying out focused work on improving people's experiences of services...

15. Monitoring formal compliance

15.1 Every action plan following a formal complaint must contain specific actions, a clear timeframe and specify individuals responsible for their implementation. The Complaints Administrator should perform an audit of 'open' complaint action plans at the end of every quarter.

15.2 The Complaints Department should send follow-up reminders to the Service Manager with responsibility for the implementation of an action plan following a complaint. An update report on progress on every 'open' action plan should be requested by the Complaints Administrator at the end of every quarter.

15.3 Action plans for serious and complex complaints should be monitored at monthly Management meetings and, where appropriate, highlighted at Team meetings.

15.4 Information on complaints management performance (i.e. timeframes, outcomes vs. individual complaints plans, successful resolution) should be reported quarterly to the Board.

15.5 Information on complaints performance, learning and actions should be included in service-line reports around quality of service user experience.

15.6 It might be appropriate on occasion for a specific group (i.e. Carers' Advisory Group) to monitor the progress of a particular complaints action plan.

Consideration should be given to preservation of anonymity in these circumstances.

15.7 The Local Authority's Annual Report will include information on complaints performance data, learning, service user and carer levels of satisfaction.

16. Complaints Management communication

Good complaints management requires efficient and appropriate communication with other departments, organisations or policies in a timely way. These are some of the most common areas requiring collaboration:

16.1

16.2 Access to Records and Data Protection Act 1988

Requests by complainants for access to records are to be referred to the Communications and Customer Service Department.

Complaints regarding potential breaches of the Data Protection Act (relating to disclosure, accuracy, or storage of records) should be addressed to the Data Protection and Information Security Officer. Following local resolution, if the complainant is dissatisfied with the outcome, the complainant should refer their case to the Information Commissioner for an independent review.

16.3 Freedom of Information Act (FOI)

Complaints about lack of compliance with the FOI Act should be put in writing to the Customer Service Manager.

16.4 Independent Advocacy groups

The role of independent advocacy groups are crucial to the fair and thorough managing of the complaints process. The Independent Complaints Advocacy Service (ICAS). Unfortunately, ICAS can only assist complainants with the NHS side of their complaint.

- Helps people deal with the complaints process (i.e. writing letters, accompanying clients to meetings)
- Refers people to other relevant agencies regarding their complaint
- Meets people at home or in a place they feel comfortable
- Helps represent people when they find it difficult to express what they want to say
- Helps people explore their options for resolution and their potential outcomes without bias

16.6 Partnership organisations

(especially the NHS Trusts and the Learning Disability Partnership)

The new complaints system brings health and social care complaints processes together into one system. Where a complaint is received regarding a service that is delivered through a partnership arrangement, an early decision should be taken by the two organisations as to which one of the

parties is most appropriate for registering and responding to the complaint. Usually, the organisation that directly employs/manages the staff or service in question will take the lead in a coordinated handling of the complaint, but both are expected to provide the necessary information as quickly as possible, and a joint meeting with the complainant is sometimes helpful.

Where the Local Authority receives what appears to be a cross-boundary complaint (i.e. from someone receiving services from both health and social services), the Complaints Team should contact the complainant for their agreement to copy their complaint to the other organisation involved.

16.7 Others

Formal complaints or interactions with other agencies, such as the below, will be managed in accordance with relevant legislation and national guidance:

Members of Parliament
Members of the Public Press
Solicitors
Police
Finance and Fraud team

Particular attention should be paid to adhering to correct consent and confidentiality procedures. Any journalistic interest in a complaint or any questions raised by a Member of Parliament or the Strategic Health Authority should be referred to the Head of Adult Services who will then liaise with the Complaints team in order to provide a response.

17. Complaints records management

17.1 When a complaint is registered, the Complaints Team will open a hard copy complaints file, each case being clearly marked with an individual reference number allocated by the Complaints Database.

17.2 The files shall maintain a tidy and complete record of correspondence, decision-making, meeting notes and telephone conversations that form part of local resolution activity. Hard copies should be made of electronic documentation.

17.3 Electronic individual complaints folders will also be maintained on the Local Authority secured drive with restricted access.

17.4 The paper files should be kept in a secure environment and if it is absolutely necessary for them to be taken out of the Complaints office (i.e. to complaints meetings), the utmost care should be taken to keeping them safe and confidential, in line with the Local Authority policies on record keeping.

17.5 Copies of complaints material should not be filed in the Service user's records, unless there is an item of specific importance.

17.6 Complaints files will be kept in the office for one year after closure, and then archived in accordance with the Local Authority Retention and Destruction policy.

17.7 In accordance with the Data Protection Act 1988, complainants can apply for access to their complaints files. Requests for access should be put in writing to the Data Protection and Information Security Officer.

18. Complaints training

18.1 The Complaints Team can be approached at any stage for training and support in handling informal concerns and formal complaints. Investigation Managers should request support for specific cases they are working on.

18.2 Basic training should be provided to all new staff at Induction, explaining their role in contributing to an open culture for responding to, and learning from informal concerns and formal complaints, and on how to support service users and carers to access the formal complaints procedure.

18.3 More detailed training on complaints and how to lead, manage, investigate and respond to formal complaints is to be provided to all Team leaders by the Primary Care Trust (Anglia Support Partnership) and the Local Authority Complaints Department

18.4 It is the responsibility of all managers to ensure that staff are aware of the Resolving Concerns and Complaints Policy, and their access to training in this area.

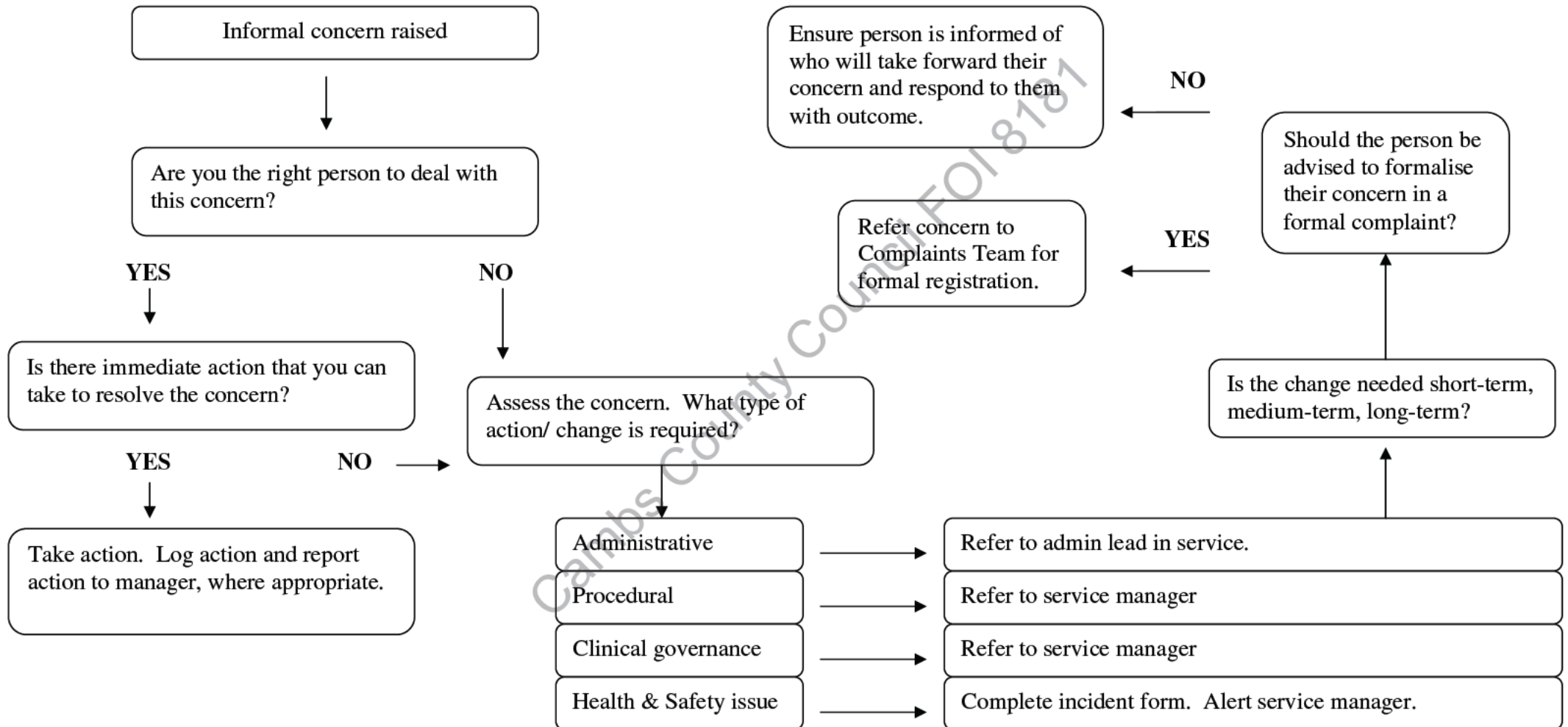
19. Learning the lessons

19.1 The Local Authority is committed to promoting a culture of learning and responsiveness so that information about service user's experiences of services is used to help improve the quality of its staff, and its services.

19.2.1 Reflective learning based on service user's stories and experiences will be carried out at the 'Learning the Lessons' seminars with senior managers and Locality Managers.

19.2.2 Anonymised concerns and complaints data will be used as part of staff training sessions (see section 18) to raise the awareness of staff of the importance of people's experiences as part of service quality.

APPENDIX 1



APPENDIX 2

Please reply to:

Xxxxxx xxxxxx
XXXXXXXXXX Xxx
XXXXXXXXXXXXXXXX XXXX
XXXXXXXXXX
XXXXX XXXX XXX

Our ref:
Your ref:
Date:

Tel:
Fax:
E-Mail:
Website:

PRIVATE & CONFIDENTIAL ADDRESS

Dear

CONSENT FOR A REPRESENTATIVE TO MAKE A COMPLAINT AND FOR THE RELEASE OF RELEVANT PERSONAL INFORMATION

I am writing to let you know that **Name** has contacted me because they have concerns about the services provided for you by Cambridgeshire County Council and would like to make a formal complaint about these. As the concerns are about services that the Council provides for you, I need to make sure that you would like **Name** to raise these on your behalf.

In order to respond to **Name's** concerns it may be necessary to disclose personal information about your health and social care. The Local Authority has a legal responsibility to keep confidential all of the information held about you, so I need to obtain your consent to disclose to **Name** the relevant information about your care to answer the concerns that have been raised.

If you agree that **Name** may raise concerns on your behalf and that I may disclose any necessary information to respond to them, would you kindly complete and sign the attached declaration and return it in the envelope provided?

I enclose the Local Authority leaflet 'Taking care of information about you.'

Please do not hesitate to contact me if you would like to discuss this in more detail.

Yours sincerely

NAME
Title

APPENDIX 3

CONSENT FORM FOR A REPRESENTATIVE TO MAKE A COMPLAINT AND FOR THE RELEASE OF RELEVANT PERSONAL INFORMATION

I confirm that **Name** may raise concerns on my behalf.

I authorise the release of such personal information as may be necessary to **Name**. The information, which relates to my health and social care, will enable Cambridgeshire County Council to respond to concerns, which have been expressed by **Name** about my care/treatment provided by that organisation.

Signed:
.....

Date:

Name:.....
(BLOCK CAPITALS PLEASE)

Address.....

.....

.....

.....

Tel:

Fax:

Email:.....

APPENDIX 4

Please reply to:

Xxxxxx xxxxxx
XXXXXXXXXX Xxx
XXXXXXXXXXXXXXXX XXXX
XXXXXXXXXX
XXXXX XXXX XXX

Our ref:
Your ref:
Date:

Tel:
Fax:
E-Mail:
Website:

PRIVATE & CONFIDENTIAL

Dear

CONSENT FOR THE RELEASE OF RELEVANT PERSONAL INFORMATION

I am writing to let you know that **Name** has contacted me to make a formal complaint about services provided by the Local Authority.

In order to fully respond to **Name's** complaint it may be necessary to disclose some personal information about your health and social care. The Local Authority has a legal responsibility to keep confidential all of the information held about you, so I need to obtain your consent to disclose to **Name** the relevant information about your care to answer the concerns that have been raised.

If you agree that I may disclose any necessary information to respond to **Name**, would you kindly complete and sign the attached declaration and return it in the envelope provided?

Please do not hesitate to contact me if you would like to discuss this in more detail.

Yours sincerely

NAME
Title

APPENDIX 5

CONSENT FORM FOR THE RELEASE OF PERSONAL INFORMATION

I authorise the release of personal information, which relates to my health and social care, to enable Cambridgeshire County Council to fully respond to a formal complaint which has been made by **Name**.

Signed:
.....

Date:

Name:.....
(BLOCK CAPITALS PLEASE)

Address.....

.....
.....
.....

Tel:

Fax:

Email:.....

APPENDIX 6

GUIDELINES FOR ACKNOWLEDGEMENT AND RESPONSE LETTERS:

Acknowledging a complaint from the service area

Thank you for your letter received (date). I am sorry that you have had cause to make a complaint about our service. I have forwarded your letter to the Local Authority Complaints Administrator who will be writing to you, to formally acknowledge receipt of this complaint.

It is often helpful to meet with the person investigating your complaint so that they can fully understand your concerns. A meeting like this can bring about an early resolution to a complaint and I would be happy to arrange this with you. Alternatively, you may wish to discuss this with the Complaints Administrator, who can also provide you with information about the support that is available to you while the Local Authority is responding to your complaint. The Complaints Administrator can be contacted at Cambridgeshire County Council, Castle Court, Shire Hall, Cambridge Cambridgeshire, CB3 0AP. Tel: 01223 699663

You may not have seen our leaflet about making a complaint and I enclose a copy for you.

Once again, may I express my regret that you have felt if necessary to make a complaint and thank you for bringing this matter to my attention.

Responding to a complaint

The Local Authority response must summarise the complaint, explain what investigation has been undertaken, report fully the investigation findings and outline actions taken / to be taken to avoid the situation again. It is important to respond to all the issues that have been raised in the complaint and to apologise that the person has had cause to complain and elsewhere, where relevant. An apology is not an admission of liability.

Suggestions for the main text

As I understand it, the issues you raised in your complaint are as follows:

(Name) (The investigating manager) has carried out a careful investigation of your concerns and I want to outline to you the findings and action we have taken.

During the investigation (name) has ... interviewed relevant staff / reviewed incident sheets / reviewed relevant records / sought advice
etc.....

As a result of the investigation we have taken the following action – specify action- to avoid this happening again:

Once again, may I express my regret that you have found it necessary to make a complaint. I do hope I have explained things fully. It may be that there are some points that you would like to discuss further or that it would be helpful to meet. Please do let me know if you would like me to arrange this for you.

Additional text

The Complaints team will add additional text to the final response letter to ensure that the Local Authority fulfils their obligation to explain to the complainant that they have a right to appeal to the Local Government Ombudsman, if they remain dissatisfied with the Local Authority's efforts to resolve their complaint.

The Chief Executive or their nominated representative will approve and sign the final letter of response to the complainant, which brings the Local Resolution stage of the complaint to an end.

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APPENDIX * 7

<p>5. Acknowledging and registering formal complaint (within 3 working days)</p> <ul style="list-style-type: none"> - Complaints team register complaint on Complaints Database within 3 days - Complaint is faxed/emailed to relevant Service Manager, requesting nomination of investigation manager (usually service manager). Copies of the complaint to be given to those named in the complaint by the Service Manager. - Letter is sent to the complainant acknowledging safe receipt and providing information on timeframe for Chief Executive's formal response, Advocacy services and requesting any necessary consent.
<p>5. Preparing the complaints investigation (within 1 week)*</p> <ul style="list-style-type: none"> - Complaints Manager identifies investigating manager (investigates) and gives contact details to Complaints - Investigation Manager discusses and agrees scope of investigation with Complaints Manager (risk assessment; what records and interviews will be needed; timeframes for completed report) - Arrangements made for relevant people to meet with complainant at earliest opportunity
<p>5. Complaints meeting (within 10 days)*</p> <ul style="list-style-type: none"> - Meeting held with complainant, Complaints Manager and Investigating Manager, and support for complainant as appropriate - Phone meeting held, if preferred by complainant. - Investigating Manager uses meeting as opportunity to listen to full account of complaint, ask questions for clarification and offer empathy. Discussion held about desired outcomes of the complaint, and mutual expectations, timeframes and methods for communication clarified.
<p>5. Investigation (within 14 – 20 days)*</p> <ul style="list-style-type: none"> - Interviews conducted; notes examined; policies reviewed - Further questions addressed with complainant - Ongoing communication with Complaints team about gaps, or further questions needing answers - Full report compiled by Investigating Manager - Initial response letter drafted by Investigating Manager - Action plan developed for follow up actions required
<p>5. Response (within 25 days)*</p> <ul style="list-style-type: none"> - Report, draft letter, investigation evidence and action plan sent to Complaints Dept. by Investigating Manager. - Draft letter templated and reviewed by Complaints Manager, relevant Director and Chief Executive.??? - Letter signed by Chief Executive/Director - Action plan finalised and sent to local team for implementation/ownership

* NB. These timelines are a guideline; each case must be considered in accordance with its nature and complexity.

APPENDIX 8

Different levels of formal investigation
<p>The below levels offer some broad criteria for helping assess the scope and timeframes for formal complaint investigations, following their formal risk assessment. This categorisation helps to ensure that the right stakeholders are involved early on in the process, and that the appropriate level of scrutiny</p>
Level one
<ul style="list-style-type: none"> - The complaint is about one, or only a few issues, that are relatively straight forward to investigate and quick to fix (concerning factual matters and specific actions). - The complaint does not involve more than one service area, and only one, or a few individuals. - The complaint concerns areas of low risk with no foreseeable complications. - The investigation might not require a meeting with the complainant and should take no more than a day or two to complete. - The complaint response should be sent out promptly.
Level two
<ul style="list-style-type: none"> - The complaint involves more than one issue, of medium risk and complexity. - The investigation might involve more than one service team, or organisation, to investigate concerns. - There might be few practical actions that could be taken immediately to help resolve the complaint. - The relevant records might be full and complex to review. - The investigation manager might require 2 – 3 weeks to meet with the complainant and carry out all necessary interviews.
Level three
<ul style="list-style-type: none"> - The complaint concerns matters of very high risk and/or many different and complex issues. - It might involve more than one organisation, and certainly more than one individual. - Some of the issues raised might put great personal strain on the investigation manager, and the complainant. In situations of likely conflict, mediation might be required. - It might not be possible to complete the investigation within 25 days, and an extension to the timeframe might need agreeing from the outset. - An independent review might be required, and the records and notes might be extensive. - Actions might have significant implications for governance, or quality of care and there might be a need to monitor the individual case.

Managing persistent complainants

1. Introduction

The Local Authority is committed to dealing with all concerns and complaints fairly and impartially, and to providing a high quality service to those who use it. However, there are a small number of complainants who may, because of the frequency and nature of their contact with the complaints service, hinder the consideration of their own, or other people's complaints. A persistent complainant can absorb large amounts of the Local Authority's resources which are disproportionate to the complaint being raised. Resolving such complaints satisfactorily can put a considerable strain on many staff, particularly when there is nothing further that can reasonably or practicably be done. In addition, the best interests of the complainant are often not served by persisting a complaints process as it can often impair the quality of care that can be provided by the appropriate team.

2. Scope

This policy should only be applied as a last resort, and after all reasonable measures have been taken to try and assist the complainant.

In all cases, regardless of the manner in which a complaint is made and pursued, the substance of a complaint should be considered carefully on its own objective merits. However, if a complainant is abusive or threatening, it is reasonable to require them to communicate in a particular way – i.e. in writing, or to a designated member of staff.

In all cases, complaints about matters unrelated and separate to previous complaints should be approached similarly objectively, and without the assumption that they are frivolous, vexatious or unjustified.

In all cases, it is good practice to make clear to a complainant the ways in which their behaviour is unacceptable and to advise them of the likely consequences if not amended, before the below actions are taken.

3. Criteria for definition as a 'persistent complainant'

Complainants (and/or anyone acting on their behalf) will only be defined as a persistent complainant when previous or current contact shows that they meet more than one of the following criteria:

1. Persists in raising the same complaint/issue when the NHS and Social Care Complaints Procedure has been fully and properly implemented and completed.
2. Changes the subject of a complaint, or continually raises new issues, or seeks to prolong contact with the service by repeatedly raising further questions or concerns upon receipt of a response, or when the complaint is still under investigation (care must be taken not to

- disregard new issues that are separate to the original complaint, as these should be checked and addressed separately).
3. Does not clearly identify the specific issues they wish to have investigated, despite reasonable efforts by Local Authority staff to help them do this.
 4. Raises complaints about every part of the service regardless of being advised on what does not fall under the Local Authority management.
 5. Persists in seeking attention through contacting many different agencies and individuals.
 6. Displays unreasonable demands or expectations of staff or the complaints service, and fails to accept that these may be unreasonable (e.g. insists on an immediate meeting with senior staff when they are not available, and this has been explained and clear assurances given about how contact will be made).
 7. Refuses to accept that different perceptions of incidents can occur, and verification of the facts can be impossible when a long period of time has elapsed.
 8. Have threatened, or used, actual physical violence. (All such cases must be reported in accordance with the Local Authority's incidence reporting policy).
 9. Have harassed, or been personally abusive or verbally aggressive towards staff dealing with them (All such case should be recorded as incidents).
 10. Seeks repeated contact with the Local Authority through a range of people, or through an excessive number of calls, letters, emails or faxes, and refuses to use a single contact point once advised to do so (Staff should keep a record of contacts made, with details of date, time and place, and send it to the Complaints Team to facilitate a central log).

4. Procedure

4.1 If a complainant consistently displays more than one of the above behaviours, the Complaints Manager should be informed by the Complaints team, Investigating Manager, or relevant staff team leader/manager as soon as possible.

4.2 A confidential file note, objectively reporting the reasons and evidence for why consideration should be given to defining the complainant as 'persistent', should be sent to the Complaints Manager who will then discuss this with the relevant Director.

4.3 The Complaints Manager will use this information to compile a report on the case, also outlining all the contact, actions and approaches taken in the complaints process to date.

4.4 If the complainant is a service user, the relevant Service Manager responsible for their care will also be asked to provide a report on whether the complainant's condition is likely to be influencing the tendency to make complaints, on any difficulties being experienced by the team in delivering

care, and a risk assessment on whether continuing to respond to the behaviours or persistent complaint is in the service user's best interests.

4.5 These two reports will be considered by the Head of Adult Services, the Complaints Manager, the relevant Director for the service area of the complaint; either through a 'virtual' or an actual meeting. This panel of individuals might seek further advice from other appropriate sources (i.e. Information Governance) and will take a decision on whether the complainant meets the criteria as 'persistent'.

4.6 Once a decision has been made, a management action plan should be agreed by this panel, which will include a letter to the complainant advising them of the: -

- position their complaint has reached
- parameters for a code of behaviour and why past behaviour has not been acceptable
- lines of communication to be followed and future arrangements (i.e. name of contact person, number of calls per week allowed)

Where appropriate, this letter will also:

- inform the complainant that further correspondence will be acknowledged but not answered
- reaffirm the arrangements for continued care

This letter will be drafted by the Complaints Manager, but signed by the Chief Executive or a designated Director.

4.7 If telephone calls are received after the above communication has been sent which do not correspond to the written arrangements, staff will behave courteously, but will firmly terminate the call. Time should not be spent listening again, or responding to, a well known complaint.

4.8 New concerns or complaints that are unrelated to the original complaint/s of the complainant must be dealt with in the usual way. New complaints should be submitted in writing with a half page summary identifying why they are new and have not been dealt with previously.

4.9 All staff that are likely to have contact with the complainant should be informed of the arrangements in 4.6 and 4.7.

5. Review

5.1 A summary report on the number of registered persistent complainants and broad reasons for their registration will be included in the complaints department report.

5.2 The Complaints team should maintain a clear and confidential file of the panel's decision-making process and correspondence, which should be made available to the Local Government Ombudsman as required.

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Addendum

New powers have come into force for the Local Government Ombudsman (LGO) to investigate complaints from people who arrange their own care.

New powers have come into force for the Local Government Ombudsman (LGO) to investigate complaints from people who arrange their own care. For the first time, these 'self-funders' will have the right to complain to an independent and impartial Ombudsman.

The LGO's new role means that adults who arrange and pay for their own care, or have a personalised budget, will have the same access to the independent complaints service as those people who have had their care arranged and funded by local authorities, which the LGO has dealt with for more than 35 years. The Health Act 2009 amended the Local Government Act 1974 to give the LGO service its new powers from 1 October 2010.

Local Government Ombudsman, Tony Redmond, said:

"Until now, the only form of redress for people in privately funded care was through the care provider's own complaints procedure or going to court. From today, if service users, a member of their family or others affected by the service have suffered an injustice, we may be able to help. In most cases we will only consider a complaint once the care provider has had a fair opportunity to put the situation right."

Care Services Minister Paul Burstow said:

"Everyone should be guaranteed good quality care and dignity however their care is funded."

"For the first time ever, people who fund their own social care will have access to independent consideration of their complaints just like people whose care is funded by local councils."

"It will offer an independent route for those who have concerns to take action."

The new powers will allow the LGO to investigate complaints about services that are registered under the new Care Quality Commission essential standards that also came into force on 1 October 2010.

The types of complaints the LGO is expecting to deal with cover a variety of services such as needs assessments, poor care quality and fees and charges from care homes, personal care at home and supported living services.

“We recognise the diversity of the independent care sector and the complexity of its relationships with regulators and service commissioners, but we are confident our experience over many years will enable us to deal with these complaints in the same professional manner,” said the Ombudsman.

“Our new and existing powers combined will enable us to deal effectively with complaints that involve the actions of both local authorities and care providers,” he added.

The LGO will seek to highlight good practice in complaint handling and to identify any general learning from the cases received that may help improve services more widely.

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Schedule 17 –

CONTRACT DATA AND AUTHORISED OFFICER

“Contract Manager”	Julie Chivers [S40 redaction contact details]
“Provider”	Sancutuary Housing
“Contract Price”	Payment method and Terms as detailed in Schedule 15 Please see Clause C 8.
“Payment Date”	As outlined in Schedule 15 – Process for payment of Contract Price
“Price Review Mechanism”	The Council shall notify the provider in writing of the percentage adjustment (if any) the Council will add to the Pricing Schedule by the 1 st March of the year in which the review is to take place.
“Protection of Vulnerable Adults from Abuse / Safe Guarding Adults”	Summary of the guidance and procedures attached as Schedule 10. Please use the link to access the full Adult Protection practice guidance and procedures available: http://www.cambridgeshire.gov.uk/info/20166/working_together/582/adult_safeguarding_policy_and_procedures
“Start Date”	21 st September 2017
“End Date”	20 th September 2020