CONDITIONS OF CONTRACT
FOR RESIDENTIAL CARE, RESIDENTIAL CARE WITH NURSING, SUPPORTED LIVING SERVICES, COMMUNITY OPPORTUNITIES AND SHORT BREAKS SERVICES SPOT ORDERS

IN CONSIDERATION OF THE SUM OF ONE POUND (receipt of which is hereby acknowledged by the Council) the Parties agree as follows:

**Index of Terms and Conditions**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Heading</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Introduction and Condition Precedent</td>
</tr>
<tr>
<td>2</td>
<td>Definitions and Interpretation</td>
</tr>
<tr>
<td>3</td>
<td>Agreement Period</td>
</tr>
<tr>
<td>4</td>
<td>Approval Process and Spot Orders</td>
</tr>
<tr>
<td>5</td>
<td>Performance of Services</td>
</tr>
<tr>
<td>6</td>
<td>Obligations of the Provider</td>
</tr>
<tr>
<td>7</td>
<td>Freedom of Information Act</td>
</tr>
<tr>
<td>8</td>
<td>Insurance and Indemnity</td>
</tr>
<tr>
<td>9</td>
<td>Not used</td>
</tr>
<tr>
<td>10</td>
<td>Unlawful Discrimination and Equal Opportunities</td>
</tr>
<tr>
<td>11</td>
<td>Payment</td>
</tr>
<tr>
<td>12</td>
<td>Disputes</td>
</tr>
<tr>
<td>13</td>
<td>Default and Assistance</td>
</tr>
<tr>
<td>14</td>
<td>Termination of this Agreement</td>
</tr>
<tr>
<td>15</td>
<td>Termination for Convenience</td>
</tr>
<tr>
<td>16</td>
<td>Existing Rights</td>
</tr>
</tbody>
</table>
Assignment and Sub Contracting  
Complete Agreement  
Waiver  
Variation  
Appointment of Representatives and Notices  
Liaison and Communication  
Best Value  
Sustainable Procurement Policy  
Force Majeure  
Contracts (Rights of Third Parties) Act 1999  
Bribery, Corruption and Collusion  
Confidentiality  
Data Protection and Security  
Interpretation of Agreement  
Assistance In Legal Proceedings  
Agency  
Observance of Statutory Requirements  
Publicity  
Agreement Copyright  
Liability Of Council  
Right to Set-off and Recovery of Sums Due  
Collection of Income  
Severance  
Costs  
Warranty
Rights Cumulative
TUPE
TUPE Indemnity
Safeguarding
Gratuities, Tips and Charges
Equipment, Materials and Consumables
Provisions of Information
Regular Meetings of Council and Provider
 Complaints
Notification of Complaints
Quality Assurance
Inspection
Human Rights
Rights Cumulative
Good Faith
Instructions
Patents and Copyrights
Intellectual Property Rights
Health and Safety
Business Continuity
Identification
Staffing Matters
Business Ethics and Conflicts of Interest
Management Information
Monitoring
Declaration of Interests
Whistle Blowing
Law & Jurisdiction

SCHEDULES

1 Specification
   Appendix 1 – Spot Order Form RSOa - c
   Appendix 2 – Spot Order Form – SLSO
   Appendix 3 Spot Order Form Community Opportunities
   Appendix 4 - Spot Order Form – Short Breaks

2 Performance Management Information

3 Change Control Procedure
1. INTRODUCTION AND CONDITION PRECEDENT

1.1. The Council is a local authority as defined by section 270 of the Local Government Act 1972 and has a duty under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvements in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. This Agreement defines the terms under which the Provider shall provide care and support services as set out within the attached Schedules to the reasonable satisfaction of the Council.

1.2. The Council requires the provision of Residential Care, Residential Care with Nursing, Supported Living services, Community Opportunities and Short Breaks services, collectively known as “the Services”. The Provider has been identified as a potential supplier of all elements or some elements of the Services if a Spot Order is made PROVIDED ALWAYS that the Council is under no obligation to purchase any Services from the Provider. For the avoidance of doubt, this Agreement does not affect any block contract the Provider may have with the Council during the currency of this Agreement.

1.3. This Agreement is conditional upon the Provider successfully completing the Approval Process in respect of the Services it wishes to provide. Once the Approval Process has been completed and the Council has notified the Provider of such, this Agreement is deemed to be effective, such date being the Commencement Date.

2. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:-

the Act means the Health and Social Care Act 2010 or any subsequent legislation arising there from;

Agreement means this Agreement comprising of the Articles of Agreement, these Conditions of Contract, the Schedules together with their Appendices, the Surrey Protecting Vulnerable Adults Multi-Agency Procedures, all Spot Orders made pursuant to this Agreement and all other documents referred to in any of the foregoing;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Standard</td>
<td>means all relevant provisions and standards of this Agreement and those currently in existence. Where no criteria are stated in the Agreement the standard is to be to the entire satisfaction of the Authorised Officer. The Council reserves the right to amend these standards as appropriate, giving reasonable notice;</td>
</tr>
<tr>
<td>Approval Process</td>
<td>means the process undertaken by the Council to approve potential providers and Premises suggested by the Provider as a place to deliver the Services;</td>
</tr>
<tr>
<td>Authorised Officer</td>
<td>means a designated Procurement Category Specialist or such other person as the Council shall appoint from time to time;</td>
</tr>
<tr>
<td>Best Value</td>
<td>means the Council’s duty to ensure continuous improvement in the way in which its functions are exercised having regard to:</td>
</tr>
<tr>
<td></td>
<td>(a) economy, efficiency and effectiveness as that duty is defined in the Local Government Act 1999, all subsidiary legislation and Government guidance made thereunder and relevant Technical Releases of the Audit Commission; and</td>
</tr>
<tr>
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<td>(b) the Council’s independent objectives including (but not limited to) performance of equality, environmental welfare and regeneration;</td>
</tr>
<tr>
<td></td>
<td>each of which shall be considered and assessed with regard to every element of the Services;</td>
</tr>
<tr>
<td>Carer</td>
<td>means an individual who looks after family, partners or friends in need of help because they are ill, frail or have a disability. The care provided by the carer shall be unpaid;</td>
</tr>
<tr>
<td>Care Worker</td>
<td>means an employee of the Provider who provides care and support to an Individual;</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>means the date upon which the condition precedent of the Approval Process being completed is met pursuant to clause 1.3;</td>
</tr>
<tr>
<td>Commission</td>
<td>means the Care Quality Commission (CQC) or equivalent body should the Individual be placed</td>
</tr>
</tbody>
</table>
outside England, with responsibility for the inspection and registration of registrable care providers and any successor regulatory body;

**Community Opportunities**

those services supplied via an enriched programme of activities to an individual away from their place of residence as more particularly set out in the Specification;

**Confidential Information**

means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential;

**Council**

means Surrey County Council or any successor body or its assigns;

**Council’s Guidelines**

shall include relevant rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards of the Council (including but not limited to the constitution of the Council) as set out or referred to in the Service Specification or being reasonably notified to the Provider by the Council or the Authorised Officer from time to time as any of the same may from time to time be reasonably amended by the Council and notified to the Provider;

**Council’s Representative**

means the person(s) nominated from time to time by the Council responsible for the day-to-day management of this Agreement on behalf of the Council as set out in Schedule 4 the Contact List;

**Council’s Whistle blowing Policy and Guidelines**

means the Surrey County Council’s “Strategy Against Fraud and Corruption” a copy of which can be found on the Council’s website, and any other policies relating to whistle blowing which the Council informs the Provider of;

**Emergency Duty Team**

means Council’s out of hours service;

**External Audit**

means the independent external audit of the Council’s accounts under the Audit Commission Act 1998 or under the Local Government Act 1999 in relation to Best Value Performance Plans;

**Fee**

means the sum payable by the Council, in consideration for the provision of the Services to an Individual, such rates shall be specified in the Spot
Order;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation regulations made under that Act;

**Force Majeure** means any cause affecting the performance by either Party of its obligations under this Agreement when such failure or delay is caused, directly or indirectly, through Act of God, events, omissions, fire, flood, national emergency, strikes, riot, civil commotion or other causes, whether similar or dissimilar, which are beyond its reasonable control;

**Requests for Information** shall have the meaning set out in FOIA or any apparent request for information under the FOIA and the Environmental Information Regulations;

**Individual** means an individual who is the subject of a Spot Order who receives Services from the Provider;

**Information** has the meaning given under Section 84 of the Freedom of Information Act 2000;

**Non Personal Support** means non physical care or care not encompassed in the definition of Personal Care. This includes emotional and practical support. Examples may be, but are not limited to, advice and encouragement, supervision and prompting (other than in connection with Personal Care activities defined below), promotion of social functioning and assistance with daily living tasks and behaviour management;

**Notice** means formal communication given pursuant to the provisions of this Agreement containing the word “Notice” between the Authorised Officer and the Provider’s Representative which must be in writing;

**Party / Parties** means Council and the Provider;

**Personal Care** means a service regulated by the CQC. It means physical assistance in connection with eating or drinking, toileting, washing or bathing, dressing, oral care or the care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist). It also includes prompting together with
supervision in relation to the above activities where otherwise the person would be unable to make a decision for themselves in relation to the activity (see Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 for full text);

**Personnel**

means all individuals undertaking or involved in the provision of the Services either as a Care Worker or in any other capacity whether they be full time, part time, temporary, permanent, or voluntary, sub-contractors or agents;

**PIDA**

means the Public Interest Disclosure Act 1998;

**Premises**

means the premises where the Services are delivered;

**Prescribed Rate**

means the rate of interest payable by either party when in default of its payment obligations hereunder being three per cent (3%) above the base rate for the time being of the Bank of England;

**Provider**

means the body delivering the Services on behalf of the Council;

**Provider’s Representative**

means the person nominated from time to time by the Provider as responsible for the day-to-day management of this Agreement on behalf of the Provider as set out in Schedule 4 (Contacts List);

**Residential Care**

means a 24 hour service where Personal Care and accommodation are provided together and further described in Schedule 1;

**Residential Care with Nursing**

means a 24 hour service where Personal Care including Nursing Care, and accommodation are provided together and further described in Schedule 1;

**Services**

means any or all of Residential Care, Residential Care with Nursing, Supported Living services or Day Services as described within the relevant Specifications and delivered in compliance with the Conditions of Contract and Spot Orders;
Social Care Practitioner means the Council’s employee who has overall accountability for the Individual. The Social Care Practitioner shall also be responsible for the Individual’s assessments, creating a Support Plan and reviewing the Services required for the Individual;

Social Care Team means the Council’s team of which the Individual’s Social Care Practitioner is a member;

Spot Order means a contract between the Council and the Provider for Services for an Individual which comes into effect when the Council issues a Spot Order together with a Support Plan annexed in accordance with the procedure set out in Condition 4.5 and 4.6 and which incorporates this Agreement;

Supported Living describes a range of different situations in which an Individual receives care and/or support designed to enable independence in the Individual’s own home which they may own, rent or otherwise occupy but which is not a residential care establishment. The Individual may change their support without moving or move and take the same Services with them;

Support Plan means the document outlining the Services to be provided to an Individual that are agreed between the Parties and which shall be annexed to and form part of the Spot Order;

Variation means a variation to this Agreement made pursuant to clause 20 and Schedule 3;

Working Days means the weekdays Monday through to and including Friday 9am to 5pm, but excluding weekends and Bank and Public Holidays.

3. AGREEMENT PERIOD

3.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 14, for a period of one (1) year (the “Initial Term”). The term of the Agreement shall automatically extend for one (1) year (the “Extended Term”) at the end of the Initial Term and at the end of each Extended Term, unless the Council gives three (3) months written notice to the Provider or the Provider gives six (6) months
written notice to the Council, before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3.2 Unless otherwise agreed in writing between the Parties, this Agreement shall supersede with effect from the Commencement Date any prior agreement for any Spot Order for the purchase of the Services between the Parties for Council funded placements. For the avoidance of doubt, this Agreement does not affect any agreement for block services the Provider may have with the Council.

3.3 This Agreement sets out the terms of purchasing the Services. The Council does not guarantee that any amount of Services shall be purchased from the Provider under this Agreement and has no obligation to purchase or procure any of the Services during the Initial Term or any Extended Term.

4. **APPROVAL PROCESS AND SPOT ORDERS**

4.1 The Provider has been approved by the Council to undertake some or all elements of the Services. The Services for which the Provider has been approved to supply at the Commencement Date are those Services which the Provider has successfully completed the Approval Process for and which form the condition precedent under Clause 1.3 above.

4.2 The Provider may offer other elements of the Services to the Council and Council may approve the Provider to provide another element of the Service. Such additional Services shall only be permitted by means of a formal variation of the Agreement pursuant to Clause 20 and the Provider undergoing the Approval Process for that Service.

**Approval Process**

4.3 The following Approval Processes shall apply to each element of the Services:

4.3.1 For Residential Care and Residential Care and Nursing the Provider will undergo and complete the Approval Process for each Premises the Provider wishes to utilise in order to provide the Services. If an Individual receives the Services at premises which have not been approved by completion of the Approval Process then the Council reserves the right to delay payment without incurring any interest or other charges until the Approval Process has been completed and reserves the right not to pay for Services delivered from unapproved premises.

4.3.2 For Supported Living services the Provider will undergo and complete the Approval Process stipulated by the Council which shall include providing details of the Head Office currently registered with Commission as a Domiciliary Care Agency to provide any personal care services.

4.3.3 For Community Opportunities the Provider will undergo and complete the Approval Process stipulated by the Council.
4.3.4 For Short Breaks the Provider will undergo and complete the Approval Process stipulated by the Council. Should the Provider be providing Personal Care, the Provider shall also undergo the Approval Process for each Premises the Provider wishes to utilise in order to provide the Services.

**Spot Orders**

4.4 Upon completion of the relevant Approval Process, the Council may make Spot Orders for the Services. On each occasion that the Council wishes to make a Spot Order under this Agreement, a completed form in accordance with Condition 4.6 will be issued specifying the Services required for an Individual together with the Fee and Support Plan. The Council reserves the right not to pay for services supplied where the Provider has not gone through the appropriate Approval Process.

4.5 Upon issue by the Council of the Spot Order, the Provider shall be deemed to have accepted the Spot Order once the Individual the subject of the Spot Order starts to receive Services. For the purpose of the Spot Order, the commencement date of the Spot Order shall be the date an Individual starts to receive the Services. The Council shall endeavour to send the Spot Order in hard copy within 72 hours of the commencement of the Spot Order and the Provider shall upon receipt arrange for signature of the Spot Order.

4.6 The Council shall use the following forms to make Spot Orders for the following Services;

4.6.1 for Residential Care services, Form RSO a – c at Appendix 1 of Schedule 1.

4.6.2 for Residential Care with Nursing, Form RSO a – c at Appendix 1 of Schedule 1;

4.6.3 for Supported Living, Form SLSO at Appendix 2 of Schedule 1;

4.6.4 for Community Opportunities the Form at Appendix 3 of Schedule 1; and

4.6.5 for Short Breaks the Form at Appendix 4 of Schedule 1

All Spot Orders must have a Support Plan attached in order to form a valid Spot Order.

5. **PERFORMANCE OF SERVICES**

5.1 The Provider shall have and shall operate an agreed safeguarding policy and procedure, and undertake checks on its Personnel and Services to ensure compliance with that policy and procedure.

5.2 The Provider shall comply with and ensure that all Provider’s Personnel
involved in providing the Services understand and comply with the safeguarding provisions detailed in Clause 45.

5.3 The Provider shall at all times perform the Services and any variations thereof authorised under these conditions with due skill, care, diligence and with utmost good faith, to the Agreement Standard and to the entire satisfaction of the Council. Carrying out the Services in a skilful manner and knowledge expected of an experienced Provider of such services and any approvals given by the Authorised Officer shall in no way relieve the Provider of its responsibilities or obligations under this Agreement and the Provider shall employ enough persons of sufficient ability and status to supervise the performance of the Services so that they are carried out in a proper skilful manner and to the satisfaction of the Council’s Representative.

5.4 The Provider’s Personnel shall at all times maintain the highest standards of courtesy and consideration and in all aspects of the performance of this Agreement and in particular in their dealings with the public.

5.5 The Provider shall conform in all respects with any instructions issued from time to time by the Council Representative acting reasonably with regard to any aspect of the Services including lists, invoices, statements, accounts and other documents which the Council may consider necessary or desirable in connection with the performance of this Agreement.

5.6 The Provider shall ensure that the Provider’s Personnel employed in the performance of this Agreement shall at all times be reasonably attired.

5.7 The Provider shall take full responsibility for the adequacy and safety of all its staff and for the safety of the general public whilst carrying out the Services.

5.8 The Provider shall maintain up-to-date lists of all members of its Personnel and shall supply to the Council such details as the Council requires upon the Authorised Officer’s request.

5.9 The Provider shall advise the Council of the name of the Provider’s Representative prior to the Commencement Date or his/her replacement or deputy from time to time.

5.10 If the Provider fails to provide the Services or any part thereof with due diligence or in a proper and skilful manner and to the satisfaction of the Authorised Officer 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 including the cost to the Council of the time spent by its officers and administration costs in making alternative arrangements for the performance of the Services or any part thereof may be deducted from any sums due or to become due to the Provider under this Agreement or shall be recoverable from the Provider by the Council as a debt. The rights of the Council under this Clause shall be without prejudice to its rights under Clause 14 (Termination).
5.11 Notwithstanding the rights of the Council to terminate this Agreement as provided in Clause 14 and without prejudice to any other rights of the Council under the terms of this Agreement, Authorised Officer shall monitor the performance of the Provider against his obligations under this Agreement including but not limited to monitoring under Schedule 2 (Performance Monitoring Information).

5.12 The Council Representative may investigate at any time to ensure the proper performance of this Agreement and the Provider shall provide a detailed report on any matter subject to investigation and provide any other information required without charge to the Council.

5.13 Where the Council Representative is satisfied that in any particular instance the Provider has failed to perform the Services or any part of the Services or that the Services have been performed inadequately or otherwise not in accordance with the provisions of this Agreement then the Council Representative shall be entitled to instruct the Provider of this.

6. OBLIGATIONS OF THE PROVIDER

6.1 In addition to its other obligations under this Agreement; the Provider shall immediately inform the Council if the Commission commences any compliance or enforcement action against the Provider or the Provider is subject to an investigation by the Commission under section 48 of the Health and Social Care Act 2008.

6.2 The Provider shall at all time comply with all relevant and up-to-date guidelines issued by the Commission as well as complying with any Food Standards Agency guidance.

6.3 The Provider shall adhere to the Ten Point Dignity Challenge as set out in the Specification in Schedule 1 of this Agreement.

6.4 The Provider shall inform the Council forthwith if the Provider plans to or undergoes any restructure which results or will result in a change significant change of the Provider’s structure or a change of control.

6.5 The Provider shall adhere to the “Missing Persons Protocol” and follow the guidance set out in that document to ensure a coordinated response when a vulnerable adult is missing.

6.6 The Provider shall store an Individual’s personal effects in compliance with the Specification. In the event of an Individual’s death, the Provider shall keep an Individual’s room in the same state as it was before the Individual’s death for a period of 7 days after the Individual’s death and shall ensure that the Individual’s next of kin are given access to collect those personal effects during that 7 day period unless agreed otherwise with the Council’s Representative. During periods of an Individual’s absence the Provider shall not remove an individual’s personal effects from the Individual’s room until the Spot Order is terminated.
6.7 The Provider shall notify the Council immediately in the event of an Individual's death. The Provider must notify the Council in the event that an Individual is going to be absent from the Premises for more than 24 hours.

In providing the Services the Provider shall comply with all relevant UK legislation.

7. FREEDOM OF INFORMATION ACT

7.1 The Provider acknowledges that the Council is subject to the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with these Information disclosure requirements.

7.2 The Provider shall:

7.2.1 transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

7.2.2 provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council requesting that Information; and

7.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

7.3 The Council shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:

7.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;

7.3.2 is to be disclosed in response to a Request for Information, and in no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

7.4 The Provider acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose Information:

7.4.1 without consulting with the Provider, or
7.4.2 following consultation with the Provider and having taken its views into account.

7.5 The Provider shall ensure that all information produced in the course of this Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

7.6 The Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 28 (Confidentiality) of the Agreement.

8. INSURANCE AND INDEMNITY

8.1 Notwithstanding and independently of the Provider’s obligations under this Agreement the Provider shall at all times at its own expense maintain in force insurance policies with reputable insurers or underwriters approved by the Council which shall fully insure and indemnify the Provider against its liability under this Agreement in the following amounts:

8.1.1 employer’s liability cover in respect of the Provider’s business generally of at least ten million pounds (£10,000,000);

8.1.2 public liability per incident under such policy of at least five million pounds (£5,000,000); and

8.1.3 professional indemnity insurance cover in respect of the Provider’s business generally of at least two million pounds (£2,000,000); in respect of any one occurrence or series of occurrences arising out of one event.

8.2 The Provider shall, before the beginning of the Initial Term and at the start of each Extended Term thereafter and at such times as the Council may reasonably require, supply the Council with certified copies of all insurance policies or a broker’s letter of certification in sufficient detail to demonstrate compliance with this Clause 9 required by any of the provisions of this Clause.

8.3 The Provider hereby indemnifies and holds harmless the Council from and against any claims losses liabilities and damages in respect of any act or default of the Provider, its’ servants or agents arising directly or indirectly as a result of the performance or non-performance of the Services or provisions of this Agreement by the Provider.

8.4 The Provider hereby indemnifies and hold harmless the Council for all losses, expenses, liabilities, claims, damages and costs the Council may incur or suffer in relation to any claims or allegations by a third party that its intellectual property rights have been infringed by the Provider.
8.5 Without prejudice to its liability to indemnify the Council under this Clause 8 the Provider shall indemnify the Council against any liability in respect of death, or injury to any person, or loss of, or damage to any property connected with the provisions.

8.6 The Provider shall indemnify the Council against and hold the Council harmless from all loss damages injury liability costs (including legal costs on a full indemnity basis) fees and expenses caused by or arising as a result of any breach of this Agreement negligence act or omission by the Provider its employees directors managers agents or contractors.

8.7 The Council shall not be liable for any loss or damage howsoever arising except for loss or damage directly arising from negligent acts or omissions of the Council its servants or agents, causing personal injury or death. Damages arising from negligent acts or omissions shall be limited to direct and unavoidable losses and the Provider shall take all reasonable steps to mitigate such losses.

8.8 The Council does not warrant the truth or accuracy of any representation, which may have been made to the Provider prior to it entering into this Agreement. The Provider acknowledges that it did not rely upon any representation made by or on behalf of the Council when entering into the Agreement but relied upon its own investigations and enquiries.

8.9 The insurance cover levels set out in Clause 8.1 above may reasonably increase from time to time at the reasonable request of the Council, and this request shall not unreasonably be denied.

8.10 The Provider shall ensure that adequate insurances are in place for any staff and/or any sub-contractor staff in accordance with this Clause 8.

8.11 The insurance in respect of claims for personal injury to, or the death of, any person under a contract of service or apprenticeship with the Provider and arising out of and in the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made there under.

8.12 The Provider shall use reasonable endeavours to immediately notify the Council and its insurers of any happening or event which may give rise to a claim, demand, proceeding, damage, cost or charge which is the subject of the indemnity under this Clause, and arising out of this Agreement. The Provider shall indemnify the Council against any loss whatever which may be occasioned to the Council by the Provider's failure to give such notification.

8.13 The Provider shall effect and keep in force the insurance referred to above upon the same terms and conditions as the terms and conditions of the policies supplied by the Provider to the Council in writing prior to the parties entering into this Agreement or upon such other terms and conditions as the Council shall reasonably require or agree to in writing.
8.14 If the Provider shall fail to effect and keep in force the insurance referred to above or any other insurance which it may be required to effect under the terms of this Agreement the Council may effect and keep in force insurances and pay such premiums as may be necessary and deduct the amount so paid by the Council from any monies due or which may become due to the Provider or recover the same as a debt due from the Provider.

9 Not Used

10 UNLAWFUL DISCRIMINATION AND EQUAL OPPORTUNITIES

10.1 In the performance of the Services the Provider shall comply and shall ensure that its employees, agents and sub-contractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant Legislation (including the Equality Act 2010) as well as well as statutory and other official guidance and codes of practice.

10.2 The Provider acknowledges that the Council has a general duty under the Equality Act 2010 ("the Act") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunities in carrying out their functions. The Provider shall be considered to have the same obligations as the Council under the Act when providing the Services under this Agreement. The Provider shall comply with the general duty under the Act and any Codes of Practice issued by the Equality and Human Rights Commission including (but not limited to) the Statutory Code of Practice on Racial Equality in Employment (2006). The Provider shall be considered to be in breach of this Condition in the event of any non-compliance with the Act and any Codes of Practice.

10.3 The Provider shall adopt the Council’s own equal opportunities policies and procedures (as the same may be adopted and amended from time to time as notified to the Provider) to comply with the statutory requirements of the Act and accordingly shall not, when employing persons for the purpose of performing the Services, discriminate on the basis of any of the protected characteristics as defined within the Equality Act 2010, namely: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation directly, indirectly or by victimisation.

10.4 In making any decision in respect of an Individual, the Provider shall make every effort to give due consideration to the Individual’s gender, sexual orientation, religious persuasion, racial origin and cultural and linguistic background, in accordance with Council’s Guidelines.

10.5 The Provider shall indemnify the Council in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and/or any third party against the Council for non-compliance with the Act and/or any Codes of Practice as a result of the breach of this Clause by the Provider.
10.6 The Provider shall inform the Authorised Officer as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Provider under the Equality Act 2010 and other relevant legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising there from, and shall provide the Authorised Officer with such further information and documentation as may be required in relation thereto.

11. **PAYMENT**

11.1 Each Spot Order will be payable by the Council accordance with the provisions of this Clause 11 subject to the satisfactory performance of the Services in accordance with this Agreement.

11.2 The Fee under each Spot Order is inclusive and no additional fees or costs will be payable by the Council unless agreed in writing prior to the expense being incurred. For the avoidance of doubt, the Council shall not fund or pay for any health related services or therapy services as such services are funded by the NHS. Costs relating to transport shall only be payable if transport costs are stated within the Spot Order.

11.3 The Provider shall ensure that an Individual’s benefits are correctly attributed and used for that Individual. The Provider is not permitted to pool several Individuals’ benefits for the benefit of the Provider’s business. For the avoidance of doubt, the Council will not pay for items which an Individual’s benefit is meant to provide.

**Payments for services rendered**

11.4 Unless otherwise agreed between the Parties in writing, the Council shall pay the Provider thirty (30) days in arrears for services properly rendered under this Agreement in the preceding thirty (30) day period. Save as otherwise expressed in this Agreement, in the event of failure by the Council to pay sums due within the said period, interest shall be payable on the sums due at the Prescribed Rate calculated on a daily basis which the Parties agree shall be a sufficiently substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

11.5 Upon request the Provider shall provide the Council with such information that the Council requires to verify the payments being made to the Provider, including a breakdown of charges making up the weekly rate and all other information stipulated by the Authorised Officer. In the event that the Authorised Officer considers an overpayment has been made to the Provider, the Council shall be entitled to recover overpayments pursuant to Clause 37.
Top up fees and NHS Funded Nursing Care

11.6 The Provider and the Council acknowledge that in some circumstances an Individual (in certain limited circumstances) or a third party acting on behalf of the Individual may pay top up fees or additional contributions in order for an Individual to stay in more expensive accommodation whilst receiving Residential Care or Residential Care with Nursing services than the Council would assess that Individual as requiring. The Provider shall enter into the third party top up agreement contained within the RSO in Appendix 1 with the third party (providing a copy to the Council) and collect such additional contributions from the Individual (where the Individual is responsible for the top up) or third party directly. In the event that the Provider experiences difficulty in collecting the additional contributions it shall inform the Council of such and the Council and the Provider shall together determine what action should be taken.

11.7 Where an Individual receives Residential Care with Nursing and that Individual receives NHS Funded Nursing Care ("the Contribution") from the NHS, the Provider shall not charge the Council the sum attributed to the Contribution and shall collect the Contribution from the NHS directly. In no circumstances will the Council be liable for the fee attributed the Contribution.

11.8 Where an Individual who is funded by the Council under a direct payment directly commissions the Provider to provide services, the Council expects that the individual will be supported on the same terms and rates as Individuals directly commissioned by the Council.

Death of an Individual

11.8 In the event that an Individual dies whilst receiving the Services:

11.8.1 if the Services consist of Residential Care, Residential Care with Nursing or Supported Living, the element of the Fee which relates to one-to-one support and Individual specific costs shall cease immediately and the Council shall pay for an additional seven (7) days of the Fee which are expressed in the Spot Order to be core fees from the date of death;

11.8.2 if the Service consists of Community Opportunities, the Council shall pay the Fee for the next session if that session is scheduled to take place within 48 hours after the Individual’s death. Where a session is not scheduled to take place within 48 hours of the Individual’s death, the Council shall incur no liability to pay the Fee;

11.8.2 if the Service consists of Short Breaks, if the Individual dies whilst receiving the Services, the Council shall pay for the remainder of the Short Break placement. If the Individual has a Short Break booked and the Individual dies 48 hours before attending the Short Break, the Council shall pay the Fee for that Short Break. If the
Individual dies and the Council gives 48 hours notice that the Short Break is no longer required, the Council shall incur no liability to pay the Fee.

Absence

11.9 In the event that an Individual who is subject to a Spot Order is temporarily absent from the Premises for any reason and that period of absence is not detailed in the Support Plan the following provisions shall apply:

11.9.1 if the Service consists of Residential Care, Residential Care with Nursing or Supported Living, the element of the Fee which relates to one-to-one support and individual specific costs shall cease immediately and for the first week of absence the Council shall pay seventy five percent (75%) of the Fee which is expressed in the Spot Order to be the core. For the period from the end of the first week and for the next five weeks (ie up to the end of a six week period) the Council shall pay fifty percent (50%) of the core charge unless otherwise agreed. After the six week period has elapsed the Council shall not be liable to pay any Fee in respect of the absent Individual unless otherwise agreed between the Council and the Provider. Either party may request a review of the Spot Order during the period of absence and elect to terminate the Spot Order under the provisions of Clause 14.3.

11.9.2 if the Service consists of Community Opportunities then the Council shall pay for all sessions the Individual would have attended in the first 48 hours after the start of their absence. All other sessions shall be deemed to be cancelled until the Individual returns from their period of absence.

11.9.3 if the Service consists of Short Breaks, and the absence occurs during the Short Break, the Council shall pay for the period specified in the Spot Order. If Council becomes aware that the Individual will be absent and therefore will not require the Short Break services, the Council shall endeavour to give the Provider 48 hours notice that the Short Break is not required and in such circumstances the Council shall not be liable to pay the Fee. Should the Council not give 48 hours notice, the Council shall pay the Fee for that Short Break in full.

12. DISPUTES

12.1 In the event of any contractual dispute arising under the terms of this Agreement, the Parties will attempt, in good faith, to resolve such disputes within twenty five (25) Working Days of the receipt of a Notice by either Party of such dispute (“First Notice”). Resolution of such disputes will be by review and negotiation between senior representatives of the Parties with authority to settle disputes.
12.2 For the avoidance of doubt the provisions of this Clause shall not apply to:

12.2.1 the specific operational information or service-related outcome of any review of the Support Plan;

12.2.2 the type, quantity or quality of care provision required by the Social Care Practitioner;

12.2.3 the indemnity provisions contained in this Agreement generally.

12.3 If the Parties senior representatives are unable to agree a resolution by the end of this twenty five (25) Working Day period then either Party may give ten (10) Working Days notice (“Second Notice”) of their decision to either:

12.3.1 issue a notice of termination, should any applicable grounds exist under Clause 14 (Termination), or

12.3.2 request for the Parties to enter into mediation at the Parties’ equally shared cost.

12.4 Upon receipt of the Second Notice the receiving Party shall respond in writing within the ten (10) Working Days notice period either;

12.4.1 agreeing to the proposed intention to terminate, or

12.4.2 rejecting the intention to terminate, and requiring the Parties to enter into mediation at the Parties equally shared cost, or

12.4.3 agreeing to enter into mediation at the Parties equally shared cost.

12.5 If the matter is not resolved under the provisions of Clause 12.1 and the Parties agree to mediation then the dispute shall be referred to mediation to be conducted by such independent third party (“the Mediator”) as the Council and the Provider shall jointly nominate.

12.6 If the Council and the Provider fail to agree the Mediator within fifteen (15) Working Days after the receipt of the request, or requirement to enter into mediation then the Mediator shall be nominated at the request of either the Council or the Provider by the Centre for Effective Dispute Resolution Limited (“CEDR Solve”) presently located at the International Dispute Resolution Centre 70 Fleet Street London EC4Y 1EU or any successor body.

12.7 If the Parties are unable to reach a settlement in the negotiations in mediation, the Parties shall request and, if the Mediator agrees they will act as an Arbitrator, the Mediator will produce for the Parties a recommendation on terms of settlement, which sets out what the Mediator suggests are appropriate settlement terms under all of the circumstances.
12.8 Both the Council and the Provider hereby agree that the recommendation shall except in the case of manifest error be accepted by both Parties as final and binding upon the Council and the Provider.

12.9 The provisions of this Clause 12 are without prejudice to the rights of the Parties expressed elsewhere in this Agreement.

13. DEFAULT AND ASSISTANCE

13.1 If at anytime during the Initial Term or any Extended Term (as appropriate) the Council determines that:

13.1.1 the Services or any part of the Services have not been carried out in accordance with the Agreement; or

13.1.2 the Provider has failed to comply with any requirement made by the Council (or its Authorised Officer) within the terms of the Agreement; or

13.1.3 the Provider has adversely affected the image or reputation of the Council; or

13.1.4 the Provider is in breach of any part of this Agreement

then, without prejudice to any other right or remedy available to the Council, the Council may issue a written notice to the Provider stating the nature of the default (a “Default Notice”) and deduct sums of money in accordance with the procedures set out below.

13.2 Any or all of the following procedures may be used upon issue of a Default Notice to the Provider and the Council shall have sole and entire discretion as to which is most appropriate:

13.2.1 the Council may make such deduction from the payment due to the Provider as the Council shall reasonably calculate as compensation to the Council in respect of the Provider’s failure including all costs incurred by the Council supplying the Services in accordance with Clause 13.2.2;

13.2.2 without terminating the Agreement either in whole or in part, or the relevant Spot Order, the Council may itself provide or procure from a third party the provision of the Services or any part of the Services until such time as the Provider demonstrates to the reasonable satisfaction of the Council that the Provider is able to perform the Agreement to a standard acceptable to the Council;

13.2.3 without terminating the whole Agreement, the Council may require
the Provider to remedy the default within a specified timescale at the
discretion of the Council; or

13.2.4 the Council may terminate the whole or part of the Agreement, in
accordance with the termination provisions set out in Clause 14
(Termination)

Any expenses incurred which are in addition to the cost of the relevant part of the
Services arising as consequence of suspension of the Services or procuring a
third party to provide them, shall be recovered from the Provider in accordance
with these Conditions.

13.3 Prior to any suspension or termination of the Services, the Parties shall work
together to ensure a smooth transition of the Services provided under this
Agreement to another provider if that is in contemplation, and in particular the
Provider shall commit sufficient resources to undertake all necessary tasks to
effect any such transition so that the care and wellbeing of Individuals the subject
to a Spot Order shall not be put at risk.

13.4 Without prejudice to the provisions of clauses 14 and 15, where termination of
the Agreement or a Spot Order is in contemplation, the Provider shall continue to
deliver the Services to agreed levels of quality while assisting the Council with
the necessary exit and transfer activities, which could include, for example,
transfer of data and processes, cancellation, novation or assignment of sub-
contracts and destruction of data not transferred

14. TERMINATION OF THIS AGREEMENT

Termination of the Agreement

14.1 The Council shall be entitled to terminate this Agreement forthwith either in whole
or in part (without prejudice to any accrued rights or remedies under this
Agreement) if any of the following events occur:

a) the Provider commits a breach of any term of the Agreement which
breach is capable of being remedied and the Provider has failed to
remedy the said breach within ten (10) Working Days after issue of a
written request by the Council to do so;

b) any material breach by the Provider of any of its obligations under
the Agreement;

c) if the Provider consists of one or more individuals, any such
individual dying, entering into a composition or arrangement for the
benefit of his creditors or becomes bankrupt or is the subject of
similar procedures under the law of any other state;

d) if the Provider is a body corporate, and the Provider has a receiver or
manager or administrator or provisional liquidator appointed or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or being subject to similar procedures under the law of any other state save that an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this clause;

e) if the Provider has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed or is the subject of similar procedures under the law of any other state;

f) the Provider has possession taken, by or on behalf of the holders of any debenture secured by a floating charge, of any property comprised in, or subject to, the floating charge or is the subject of similar procedures under the law of any other state;

g) the Provider is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, or manager, or administrator, or administrative receiver or to begin similar procedures under the law of any other state; or which entitle the Court to make a winding up order or a similar order under the law of any other state;

h) if the Authorised Officer shall certify in writing to the Council that in his opinion the Provider has abandoned the Agreement;

i) if the Authorised Officer shall certify in writing to the Council that the Provider without reasonable excuse has failed to commence the Services on the Commencement Date or has suspended the performance of the Services or a substantial part thereof for seven (7) Working Days after receiving from the Authorised Officer written notice to proceed;

j) the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind, as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any act in relation to the obtaining or execution of the Agreement with the Council; or for showing or forbearing to show favour or disfavour, to any person in relation to the Agreement, or any other contract with the Council, or if the like acts shall have been done by any person employed by the Provider or acting on its behalf, (whether with or without the knowledge of the Provider);

k) if in relation to any contract with the Council, the Provider or any person employed by it or acting on its behalf shall have committed a similar offence;

l) the Provider stops or threatens to stop trading;
m) discovery of a material misrepresentation by the Provider;

n) the Provider having failed to perform a substantial part of the Services or having committed any other breach of contract which in the reasonable opinion of the Authorised Officer justifies termination of this Agreement;

o) the Provider without reasonable cause fails to proceed diligently with the Services or fails to comply with any notices or wholly suspends the carrying out of the Services;

p) the Provider commits any breach pursuant to the provisions of Clause 33 (Observance of Statutory Requirements);

q) if the Provider is a partnership and:

   i) the senior equity partners at the date hereof or a substantial number thereof leave the partnership; and/or

   ii) it 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; or

r) if the Provider is the company, where the 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 Agreement.

14.2 Where the Council has a right to terminate the Agreement either in its entirety or in relation to a type of service the Council may (as an alternative remedy) terminate the relevant Spot Order(s) only.

**Termination of Spot Order(s)**

14.3 Spot Order(s) can be terminated as follows:

14.3.1 If the Council gives to the Provider thirty (30) days prior notice in writing without obligation to pay for any Services not yet provided and agrees to pay for any and all Services already provided to the Individual in question;

14.3.2 If the Council gives to the Provider immediate notice following an act or omission by the Provider which the Council considers is a material breach of the Spot Order or where there are concerns for the well-being of the Individual warranting immediate removal;

14.3.3 If the Provider gives to the Council six (6) weeks prior notice in writing where the Provider believes it is no longer in a position to provide the Services to that Individual (and sufficient evidence has
been supplied demonstrating this), save that in the case of an emergency the period of notice may be reduced to seven (7) days;

14.3.4 If the Council gives to the Provider fifty six (56) days prior notice in writing that the Individual will be funded by another statutory body and in that event the Provider shall engage in discussions to enter into a separate funding agreement with that other statutory body;

14.3.5 If the Council gives to the Provider one (1) week’s prior notice to cease the Services under the Spot Order upon instruction of the Individual; or

14.3.6 by the Council and the Provider agreeing to mutually terminate a Spot Order.

**Consequences of Termination**

14.4 In addition to such consequences as are set out in other provisions of this Agreement:

14.4.1 if the Agreement is terminated with immediate effect under Clause 14.1 or termination of Spot Order(s) with immediate effect under Clause 14.3, the Provider shall forthwith cease to perform any of the Services. If Spot Order(s) are terminated the Provider shall cease to perform the Services under the Spot Order(s);

14.4.2 if the Agreement is terminated with immediate effect under Clause 14.1 or termination of Spot Order(s) with immediate effect under Clause 14.3, the Provider shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any breaches by the Provider;

14.4.3 if the Agreement is terminated with immediate effect under Clause 14.1 or termination of Spot Order(s) with immediate effect under Clause 14.3, the Provider shall fully and promptly indemnify the Council in respect of the cost of causing to be performed the Services or any part thirty (30) days after the date in the termination notice to the extent that such cost exceeds such sums as would have been lawfully payable to the Provider for performing the Services. The Council shall be at liberty to have the Services or any part thereof performed by any persons (whether or not servants of the Council), as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having the Services or part thereof performed;

14.4.4 where the Agreement is terminated the Council shall be under no obligation to make any further payment to the Provider for any of the Services (and in the case of termination of a Spot Order for any Services delivered under that Spot Order) and shall be entitled to retain any payments which may have fallen due to the Provider before termination until the costs, losses and/or damages resulting
from or arising out of the termination of the Agreement or Spot Order shall have been calculated; where the Parties agree that such calculation shows a sum or sums due to the Provider, the Council shall pay the Provider such sums within ten (10) Working Days of the calculation being agreed between the Parties;

14.4.5 the Council shall be entitled to enter premises and repossess any of the Council’s materials, equipment or other goods loaned or hired to or in the possession of the Provider and to exercise a lien over any of the materials, equipment or other goods belonging to the Provider for any sum due hereunder or otherwise due from the Provider to the Council;

14.4.6 the Provider shall forthwith release and hand over to the Council any records and work-in-progress, relating to the Agreement (or in the case of a Spot Order, that Spot Order) whether in the form of documents, computer data or other material in any medium;

14.4.7 the Council shall be entitled to deduct, retain or set off from any sum or sums which would but for Clause 14.4.4 have been due from the Council to the Provider under this Agreement or any other contract/agreement or be entitled to recover the same from the Provider as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Agreement. Such loss or damage shall include reasonable cost to the Council of the time spent by its officers in terminating the Agreement and in making alternative arrangements for the provision of the Services or any part thereof; and

14.4.8 when the total costs, losses and/or damages resulting from or arising out of the Termination of the Provider’s employment have been calculated and deducted insofar as is practicable from any sum or sums which would but for Clause 14.4.4 have been due to the Provider, any balance shown as due to the Council shall be recoverable as a debt, or alternatively, the Council shall pay to the Provider any balance shown as due to the Provider.

14.5 Anything still to be performed under this Agreement shall survive upon termination of the Agreement and in particular it is hereby agreed that Clause 60 (Health and Safety), Clause 64 (Conflicts of Interest), Clause 9, (Insurance and Indemnity), Clause 36, (Liability of Council), Clause 12, (Disputes) and Clause 14 (Termination) of these contract conditions shall continue to apply.

14.6 For the avoidance of doubt, the rights of the Council under this Clause are in addition to and without prejudice to any other rights or remedies the Council may have whether against the Provider directly or pursuant to any guarantee indemnity or bond.
15. **TERMINATION FOR CONVENIENCE**

15.1 The Council may terminate this Agreement or any part of this Agreement for convenience at any time on giving three (3) months written notice to the Provider.

15.2 The Provider may terminate this Agreement or any part of this Agreement for convenience at any time on giving six (6) months written notice to the Council.

15.3 Subject to any obligation to provide the Services in accordance with this Agreement the Provider’s obligation to provide the Services shall end on the date set out in the notice delivered either under Clause 15.1 or Clause 15.2 above.

15.4 Unless otherwise stipulated by the either Party in its notice of termination, any Services that have not commenced at the date of the relevant Party’s notice shall be cancelled automatically.

15.5 This right of termination is in addition to any other rights either Party may have under this Agreement and its exercise shall be without prejudice to any claim, remedy or right of action that either party may have in relation to this Agreement.

16. **EXISTING RIGHTS**

The rights of either Party to terminate this Agreement in accordance with the express provisions of this Agreement shall be in addition to and without prejudice to any other rights or any accrued rights or remedies under the Agreement or otherwise.

17. **ASSIGNMENT AND SUB-CONTRACTING**

17.1 The Council shall with the Provider’s consent (not to be unreasonably withheld or delayed) be entitled to assign the benefit of the Agreement or any part thereof and shall give reasonable written notice of any such assignment to the Provider.

17.2 The Provider shall not:

17.2.1 assign the Agreement or any part thereof including a Spot Order or the benefit or advantage of the Agreement or any part thereof including a Spot Order.

17.2.2 sub-contract the provisions of the Services or any part thereof (including a Spot Order) to any person without the previous written consent of the Authorised Officer which consent shall be at the absolute discretion of the Authorised Officer. This shall not relieve the Provider from any liability or obligation under the Agreement, and the Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents in all respects as if they were the acts, defaults or neglect of the Provider itself.
17.3 The Provider shall not be permitted to novate this Agreement to any other party without the consent of the Council. The Council reserves the right to refuse such consent at its absolute discretion.

17.4 The Council may novate this Agreement to any third party provided that the Council has informed the Provider of this intention. The Provider shall not unreasonably withhold its consent to a novation under this clause 17.4. In the event that the Council novates this Agreement, the Council shall take all steps to execute or procure the execution of any necessary documents and do or procure the doing of such acts and things as may be necessary to effect a novation.

18. COMPLETE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties relating to the Services and, save as expressly referred to or incorporated by reference, supersedes all prior negotiations, submissions or understandings with respect to the Services.

19. WAIVER

No failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy upon breach of any provision of this Agreement shall constitute a waiver of any condition or a waiver of any subsequent breach or default in the performance of any condition.

20. VARIATION

20.1 The terms of this Agreement shall not be amended or varied except in writing signed by the Council’s Authorised Officer and the Provider.

20.2 The Council reserves the right on giving reasonable written notice from time to time to require changes to the Services for any reasons whatsoever by invoking the Change Control Procedure in Schedule 3.

20.3 Any Variations shall be communicated in writing by the Council’s Authorised Officer to the Provider in accordance with the Notice provisions of Clause 21 (Notices). All Variations shall be in the form of an addendum to this Contract.

21. APPOINTMENT OF REPRESENTATIVES AND NOTICES

21.1 In relation to the management of their respective rights and obligations under this Agreement, the Provider and the Council shall be represented by the Provider’s Representative and the Authorised Officer respectively or such other representatives as they may from time to time nominate in writing to the other Party. Each Party’s representative shall ensure that appropriate persons are appointed and available at all reasonable times for day-to-day management of the Services and liaison with each other.
21.2 Any Notice required to be given under this Agreement:

21.2.1 to the Provider shall be addressed to the Provider’s Representative and delivered by hand at or sent by first class post to the Provider’s address as specified in this Agreement or as otherwise notified in writing by the Provider to the Council;

21.2.1 to the Council shall be addressed to the Council and delivered by hand at or sent by first class post to the Council’s address as specified in this Agreement or as otherwise notified in writing by the Council to the Provider.

22. LIAISON AND COMMUNICATION

22.1 The Authorised Officer and the Provider’s Representative shall co-operate with each other to a reasonable extent to facilitate the proper and timely performance of Services under this Agreement,

22.2 The Council’s Representative shall provide reasonable advice support and information to the Provider as would be appropriate to any provider providing Services under this Agreement.

22.3 The Provider’s Representative shall provide the Authorised Officer with reasonable information and advice on all matters relating to the Provider or which are relevant to the Services provided under this Agreement.

22.4 The Parties shall in relation to all matters contained or referred to in or arising in connection with this Agreement act in good faith.

23. BEST VALUE

The Provider shall demonstrate to the Council’s satisfaction throughout the duration of this Agreement that there has been continuous improvement in the delivery of the Services in accordance with the principles of Best Value.

24. SUSTAINABLE PROCUREMENT

The Provider shall so far as reasonably practicable endeavour to ensure in its performance of the Services that it uses working methods, equipment, materials and consumables that minimise environmental damage.

25. FORCE MAJEURE

25.1 Neither Party to this Agreement shall be liable for failure to perform its obligations under this Agreement if and to the extent such failure is due to a circumstances which could not have been contemplated and which are beyond its reasonable control or of Force Majeure provided that:
25.1.1 each Party gives to the other Notice as soon as reasonably practicable describing the circumstances of the Force Majeure, including the nature, expected duration and the particular obligations affected by it and where reasonably practicable, provides regular reports with respect thereto during the period of Force Majeure.

25.1.2 any failure to meet the stated obligations is of no greater scope and of no longer duration than is justified by the circumstances of Force Majeure.

25.1.3 any failure to meet the stated obligations which arose before the Force Majeure shall not be excused by the Force Majeure.

25.1.4 having regard to the nature of the Force Majeure each Party shall use all reasonable efforts to mitigate the effects and take appropriate remedial action in order to meet the stated obligations and undertake to provide the other Party with written Notice immediately it is known that the stated obligations will be met in full.

25.1.5 where an event of Force Majeure which prevents either Party from fulfilling any of its material obligations under this Agreement continues for a period exceeding one hundred and eighty (180) calendar days either Party may terminate this Agreement in accordance with Clause 14.

25.2 For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties, failure to meet any foreseen regulatory changes and failure to provide adequate premises, equipment, materials, consumables and/or staff or similar matters, which a prudent and diligent provider could have avoided with the application of foresight, are not to be considered as events of Force Majeure or Acts of God.

26. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement agree that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

27. **BRIBERY, CORRUPTION AND COLLUSION**

27.1 Neither the Provider nor any sub-contractor nor any other person employed by the Provider or acting on the Provider’s behalf shall commit and the Provider warrants, represents and undertakes that in entering this Agreement, neither the Provider nor any such person has committed any of the following (hereinafter referred to as “Prohibited Acts”):

27.1.1 offer, give or agree to give to the Council, any related party or any other person any gift or consideration of any kind as an inducement or reward:
27.1.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or

27.1.1.2 for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;

27.1.2 enter into this Agreement or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by the Provider (or anyone acting on its behalf or to its knowledge) unless before such contract is made, particulars of any such commission and the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Council;

27.1.3 commit any offence the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or under Legislation creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or

27.1.4 defraud or attempt to defraud or conspire to defraud the Council.

27.2 If the Provider (or the Provider's Personnel or anyone acting on its behalf or to its knowledge) commits any of the Prohibited Acts with or without the knowledge of the Provider, in relation to this Agreement then the Council shall be entitled to:

27.2.1 terminate this Agreement by notice in writing having immediate effect upon which the provisions of Clause 14 shall apply; and/or

27.2.2 require the Provider to procure the termination of any subcontract or agency agreement if the Prohibited Act is that of the Provider's subcontractor or agent; and/or

27.2.3 require the Provider to dismiss an employee of the Provider, if the Prohibited Act is committed by the employee acting independently of the Provider; and/or

27.2.4 recover from the Provider any loss sustained in consequence of any breach of Clause 27.1 by the Provider.

27.3 The Provider shall promptly inform the Council of the occurrence of any Prohibited Act of which it becomes aware.

27.4 Any termination notice given pursuant to Clause 27.2.1 shall specify:

27.4.1 the nature of the Prohibited Act;
27.4.2 the identity of the party whom the Council believes has committed the Prohibited Act; and

27.4.3 the date on which the Agreement will terminate.

28. CONFIDENTIALITY

28.1 Neither Party shall use any Confidential Information it receives from the other Party otherwise than for the purposes of or in connection with this Agreement or the Services under this Agreement.

28.2 The provisions of Clause 28.1 shall not apply to any Confidential Information received by one Party from the other:

28.2.1 which is or becomes public knowledge (otherwise than by breach of this Clause 28);

28.2.2 which was in the possession of the receiving Party, without restriction as to its use; disclosure, before receiving it from the disclosing Party;

28.2.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

28.2.4 is independently developed without access to the Confidential Information; or

28.2.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations 2004 pursuant to Clause 8.

28.3 Nothing in this Clause shall prevent the Council:

28.3.1 Disclosing any Confidential Information for the purpose of the examination and certification of that Party's accounts subject to the person examining and certifying such accounts having first entered into equivalent obligations in favour of the other Party to those contained in this Clause 28.

28.3.2 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement or the Services under this Agreement 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.
29. DATA PROTECTION AND SECURITY

29.1 The Provider shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Council against all actions, costs, expenses, claims, proceedings, and demands which may be made or brought against the Council for breach of statutory duty under the Acts which arises from the use, disclosure, or transfer of personal data by the Provider and its Personnel.

29.2 The Provider and any sub-contractor shall only undertake processing of Personal Data (as defined) reasonably required in connection with the provision of the Services.

29.3 The Provider shall not disclose Personal Data to any third parties other than:

29.3.1 to its employees and authorised sub-contractors to whom such disclosure is reasonably necessary in order for the Provider to carry out the Services; and

29.3.2 to the extent required under a court order provided that the Provider shall promptly inform the Council in writing of any disclosure of Personal Data it or a sub-contractor is required to make.

29.4 The Provider shall indemnify and keep indemnified the Council against all actions, claims, costs, damages, deductions, expenses, losses, and liabilities incurred by the Council in respect of any breach by Provider (and/or any act or omission of any sub-contractor) of its obligations under this Clause 29.

29.5 The Provider shall, where necessary make such application for an amendment of its registration under the Data Protection Act 1998 and take such other steps as may be practicable to afford the Council access to Personal Information and other information which is reasonably required by the Council for the purposes of its statutory duties or in connection with its rights and obligations under this Agreement.

29.6 Each Party undertakes to the other Party that it will not knowingly place the other Party in breach of that other Party's obligations under the Data Protection Act 1998.

29.7 Each Party shall comply with its obligations under the Computer Misuse Act 1990 insofar as performance of this Agreement gives rise to obligations thereunder.

29.8 The Provider shall in relation to all Council data held by the Provider ensure that the Provider:

29.8.1 encrypts any Council data on mobile devices (eg laptop, blackberry, USB memory sticks) and adopt appropriate password controls;
29.8.2 keeps all computers, laptops and other electronic devices which hold information locked and secure and does not leave Council data in unattended vehicles;

29.8.3 store all paper files in locked cabinets within a secure area;

29.8.4 have in place a procedure to challenge any unauthorised or unknown individuals seen on the Provider’s premises

29.8.5 ensure any Council data is disposed of properly and securely.

29.9 The Provider shall not:

29.9.1 leave Council data in any unsecured area;

29.9.2 take Council data out of the Provider’s premises unless prior written consent has been obtained from the Council;

29.9.3 transmit, or exchange data by any means, unless previously agreed in writing with the Council;

29.9.4 hold Council data for longer than required by law.

29.10 The Provider shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 and shall promptly provide the Council with such information (including but not limited to a copy of the Provider’s registration under that Act) as the Council may reasonably require to satisfy itself of the Provider’s compliance.

29.11 The Provider and any sub-contractor shall only undertake processing of Personal Data (as defined) reasonably required in connection with the provision of the Services.

29.12 The Provider and any subcontractor shall inform the Council as soon as possible of any potential, allegation or actual Information Governance breach where any Data Protection or Caldicott principles may or has been breached, or when information is not treated with the appropriate level of confidentiality.

30. INTERPRETATION OF AGREEMENT

30.1 Except as otherwise expressly provided, all elements of this Agreement are to be taken as mutually explanatory of one another.

30.2 In the event of any inconsistency between the provisions of this Agreement and any other provisions in the Schedules as part of this Agreement the, the Conditions of Contract shall prevail.

30.3 Any ambiguities or discrepancies in this Agreement shall be referred in the first
instance to the Authorised Officer. In the case of ambiguities, the Council shall consult with the Provider, then issue appropriate explanation and instructions in writing and the Provider shall carry out and be bound by such instructions. Should mutual agreement not be reached the Provider may follow the disputes procedure as set out in Clause 12 of this Agreement.

30.4 In the provisions of this Agreement unless the contrary intention appears:

30.4.1 the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa;

30.4.2 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;

30.4.3 references to Clauses are unless otherwise specified, references to Clauses within this Agreement;

30.4.4 “Act of Parliament” or any Order, Regulation, Statue, Statutory Instrument, Code of Practice, Bylaw, Directive or the like, whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it.

31. ASSISTANCE IN LEGAL PROCEEDINGS

31.1 If requested to do so by either Party, the other Party shall co-operate fully with the requesting Party (including, but not limited to the provision of documentation and statements from its staff) in connection with any legal proceedings, Ombudsman enquiries, inquiry, arbitration or court proceedings in which the requesting Party may become involved, or any relevant disciplinary hearing internal to the requesting Party, or an Individual’s complaint, arising out of the provision of the Services, and the co-operating Party shall give evidence in such inquiries, arbitration, proceeding or hearings.

31.2 Where either Party or any of its staff become aware of any incident, maladministration, accident or other matter which may give rise to an Ombudsman enquiry, claim or legal proceedings in respect of the provision of, or failure to, provide the Services, it shall notify the other Party’s representative immediately in writing. Such notification shall include all relevant information to enable the Authorised Officer and the Provider to investigate the matter fully.

31.3 Such information provided or assistance rendered pursuant to the obligation in Clauses 31.1 and 31.2 above, in whatever form, shall be at no cost to the Party requesting the assistance.

31.4 Any liability which the Council incurs as a result of failure by the Provider shall be recoverable in accordance with Clause 37.
32. **AGENCY**

32.1 The Provider is not and shall in no circumstances hold itself out as being the servant or agent of the Council for any purpose other than those expressly conferred by this Agreement.

32.2 The Provider is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation.

32.3 The Provider's Personnel including its key workers and agency personnel are not and shall not hold themselves out as being, nor shall they be held out by the Provider as being, servants or agents of the Council for any purposes other than those expressly conferred by this Agreement.

33. **OBSERVANCE OF STATUTORY REQUIREMENTS**

33.1 The Provider shall in all matters arising in the performance of this Agreement comply with all Acts of Parliament and with all Orders Regulations Statutory Instruments and By-laws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Agreement and shall indemnify and keep indemnified the Council against the consequence of any breach of its obligations under this Clause.

33.2 The Provider’s Personnel and its staff shall observe any rules applicable to any premises they have entered including but not limited to the ban on smoking at premises. The Provider shall not in the performance of this Agreement in any manner endanger the safety or unlawfully interfere with the convenience of the public.

33.3 In the event that the Provider does not fulfil its responsibilities and obligations under this Clause and the Council thereby incurs costs to which it would not otherwise be liable due to any law or any order, regulation or by-law having the force of law, the amount of such costs shall be reimbursed by the Provider to the Council.

34. **PUBLICITY**

34.1 The Provider shall not advertise the fact that it is providing the Services to the Council under this Agreement other than with the written permission of the Authorised Officer.

34.2 Subject to Clause 34.4, the Provider shall not, and shall procure that any member of the Provider’s Personnel or sub-contractor shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Agreement or the matters contained in this Agreement without obtaining the Council’s prior written
approval as to its contents and manner and timing of its presentation and publication.

34.3 The Provider shall not, and shall procure that any member of the Provider's Personnel, shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the Council.

34.4 Either Party may make a public statement or announcement concerning the completion of this Agreement if required by:

34.4.1 law; or

34.4.2 any regulatory or Government body to which either Party is subject or submits, wherever situated, whether or not the requirement has the force of law PROVIDED THAT any such statement does not contravene the duty of confidentiality contained in Clause 28.

34.5 Subject to the provisions of Clause 28, the Council reserves the right to publish or disseminate information about this Agreement and the provision of the Services as it may deem appropriate from time to time.

35. AGREEMENT COPYRIGHT

Copyright in this Agreement shall vest in the Council and shall be the property of the Council absolutely.

36. LIABILITY OF THE COUNCIL

Any information given to the Provider is only given as a guide, unless fraudulent misrepresentation or serious omission is proven against the Council. The Provider agrees that it has ascertained for itself the accuracy of the information and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances that might reasonably influence or affect the Provider's intention to enter into this Agreement or provide the Services. No claim against the Council shall be allowed whether in contract, in tort, under the Misrepresentation Act 1967, or otherwise on the ground of any inaccuracy.

37. RIGHT TO SET-OFF AND RECOVERY OF SUMS DUE

37.1 Whenever under the Agreement any sum of money shall be recoverable from or payable by the Provider to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Provider under this Agreement or any other contract with the Council.

37.2 If the Provider is unable or fails to provide the Services or any part thereof in accordance with the requirements of this Clause, the Council may itself provide or may employ and pay other persons to provide the Services or any part
thereof and all costs incurred as a consequence thereof may be deducted from any sums due or to become due to the Provider under the Agreement or shall be recoverable from the Provider by the Council as a debt.

37.3 Where the Authorised Officer considers that an overpayment has been made to the Provider or that any other sum is due to the Council from the Provider under the terms of this Agreement due to:

37.3.1 an error in any account which has been subject to certification for payment;

37.3.2 an error in any invoice; or

37.3.3 arising from any other cause,

he or she shall serve a notice on the Provider indicating the amount or amounts he or she considers to have been overpaid or to be due to the Council and the grounds upon which he or she relies upon for considering that the relevant amount or amounts should be recovered from the Provider.

38. COLLECTION OF INCOME

Where this Agreement requires the Provider to make payments or to collect income on behalf of the Council, the Council’s rights of audit shall be reserved as if the Provider was an employee of the Council, to the extent of the commitment to collect monies on behalf of the Council.

39. SEVERANCE

If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

40. COSTS

Each Party shall bear their own costs of and incidental to the preparation of this Agreement and any Spot Order made under it.

41. WARRANTY

Each Party warrants its power to enter into this Agreement and has obtained all the necessary approvals to do so.

42. RIGHTS CUMULATIVE

All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right hereunder shall restrict or prejudice the exercise of any other rights hereby granted or otherwise available to it.
43. **TUPE**

43.1 Prior to or after the termination of the Agreement the Council may require the Provider to supply to the Council such reasonable information in respect of the Provider’s staff performing the Services so as to ascertain whether or not the Acquired Rights Directive under the Transfer of Undertakings Protection of Employment Regulations 2006 ("TUPE") might apply to the transfer of the Agreement to another undertaking and to the extent of any liability deriving therefrom.

43.2 The Provider shall promptly supply such information as required by the Council to any potential tenderer for any new agreement in respect of all or part of the Services and shall promptly inform the Council or any such tenderer of any change to such information.

43.3 The Provider shall ensure that it complies with the provisions of TUPE and in particular shall ensure that all necessary staff and trade union consultation is effected in accordance with the requirements of TUPE.

43.4 The Provider accepts and undertakes that when it tendered for and/or entered into this Agreement it has taken into consideration the provisions of the European Acquired Rights Directive 77/187 ("the Directive") and the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the Regulations") and has considered the application or otherwise of those provisions to this Agreement and has taken the appropriate action if required under the Directive and/or the Regulations.

43.5 The Council and the Provider agree that where there is a transfer of the Services governed by the Regulations the Provider shall discharge:

43.5.1 all wages salaries and honoraria (excluding accrued holiday remuneration (if any) of the transferring employees and

43.5.2 all other costs and expenses relating to any transferring employees for the period from and including the transfer date) and will pay over all deductions properly made therefrom to the relevant authority (including but not limited to taxation and national insurance);

43.6 On the termination of the Agreement for whatever reason or on the expiry of the Agreement, the Provider shall supply within seven (7) days of demand by the Council all information the Council requires.

43.7 Prior to the termination of this Agreement (or any part of this Agreement) for whatever reason if applicable, the Provider shall comply with the provisions of the Regulations and the Directive including (but not limited to) the requirements with regard to consultation of employees.
44. **TUPE INDEMNITY**

The Provider shall at its own cost fully indemnify and hold harmless the Council against all claims, losses, damages, costs whatsoever and howsoever arising that may at any time arise out of the failure on the part of the Provider to comply with the requirements of Clause 43.

45. **SAFEGUARDING**

45.1 The Provider shall be responsible for ensuring that its Personnel are safe and proper persons to deliver the Services in compliance with its own safeguarding policy, procedure and legal obligations and in accordance with this Clause 45.

45.2 The Provider shall also ensure that all Personnel performing the Services for the Council under this Agreement comply with the Council's safeguarding requirements including the Surrey Safeguarding Adults Multi-Agency Procedures policy. Where an Individual is in a placement which is outside the administrative area of Surrey, the Provider shall comply with the multi-agency procedures of the county hosting the Individual.

45.3 The Provider shall adhere to and comply with any guidelines and/or codes of practice issued by the Council in regard to Personnel who may have substantial and/or unsupervised access to children and/or vulnerable adults.

45.4 With regard to police checks of Personnel, where required by the Council the Provider undertakes to ensure that Provider’s Personnel are police checked in accordance with all current legislation (including but not limited to the Care Standards Act 2000) and the Codes of Practice for Registered Persons and other Recipients of Disclosure Information under section 122 of the Police Act 1997;

45.5 The Council reserves the right to require the Provider at no cost to the Council to remove from performing the Services any Personnel allocated to the performance of the Services by the Provider who in the reasonable opinion of the Council is detrimental to the provision of the Services.

45.6 With regard to the Provider's staff, including but not limited to full time, part time, temporary, permanent and voluntary personnel and sub-contractors and agents the Provider undertakes as follows:

45.6.1 to ensure that all the Provider’s Personnel are Police checked in accordance with Legislation (including but not limited to the Care Standards Act 2000);

45.6.2 to ensure all Personnel have current enhanced Disclosure and Barring Service ("DBS") disclosure in accordance with the Protection of Vulnerable Adults Scheme and that checks are carried out in accordance with Legislation and the Secretary of State’s Code of
Practice under section 122 of the Police Act 1997 and any amendment thereof;

45.6.3 DBS checks carried out for the Provider will be accompanied by written confirmation from the DBS that:

45.6.3.1 the Provider is either registered for the purposes of initiating police checks or confirmation that the Provider has used an umbrella body which is registered to undertake DBS checks; and

45.6.3.2 the check carried out must result in an Enhanced DBS Check for Regulated Activity;

45.6.4 DBS checks in connection with the Services provided under this Agreement will be initiated to obtain the highest level of disclosure available from the DBS (including the Enhanced DBS Check for Regulated Activity) in respect of all the Provider's Personnel or other persons who may work with, give support to or otherwise have substantial contact with vulnerable adults;

45.6.5 to ensure that all of the Provider's Personnel who have lived or worked abroad for more than three (3) months in the last five (5) years obtain a Certificate of Good Conduct acceptable to the Council, or similar appropriate document, showing that the individual has not been convicted of any act which would render them inappropriate to work with vulnerable adults;

45.6.6 to undertake that the Provider complies with the Council's Recruitment and Selection and Safer Recruitment policies which are available on the Council's website as updated from time to time; and

45.6.7 to undertake that the Provider keeps clear records of every member of the Provider's Personnel, including their employment histories, medical clearances, proof of enhanced DBS disclosures, notes of face to face meetings, records of checked references and identity in accordance with the Council's Recruitment and Section and Safer Recruitment policies.

45.7 If owing to the nature of the Services the Provider's Personnel are exempt from the application of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Exception (Amendment) Order 1986, the Provider undertakes it will ensure that all the Provider's Personnel engaged in the provision of the Services shall provide information in accordance with the said act and order in relation to convictions which would otherwise be spent under the provisions of the said act.

45.8 The Provider shall indemnify the Council against all claims, proceedings, liabilities, losses, costs, damages and expenses howsoever incurred by the
Council as a result of any breach of this Clause by the Provider and the Provider’s Personnel.

45.9 Throughout the Agreement the Provider undertakes it will:

45.9.1 comply with the Surrey Safeguarding Adults Multi-Agency Procedures from time to time in place, or where the Individual is located in another county, that host county’s multi-agency procedures;

45.9.2 have in place its own safeguarding procedures acceptable to the Council which will be made available to the Council and Individuals on demand,

45.9.3 ensure the Provider’s Personnel are trained and work in accordance with the Provider’s safeguarding procedures at all times and that the Provider’s Personnel shall attend Surrey Safeguarding Adults Board training sessions when requested to do so by the Authorised Officer;

45.9.4 assist and comply with any safeguarding investigation which the Council instigates or is asked to cooperate with; and

45.9.5 adhere to and comply with any guidelines and/or codes of practice issued by the Council (including but not limited to the Council’s Recruitment and Selection and Safer Recruitment policies) when selecting or recruiting personnel who may have substantial and unsupervised access to vulnerable adults.

45.10 Should the Provider become aware of any safeguarding incidents or improper conduct by its Personnel, the Provider shall immediately report these to the Individual’s Social Care Practitioner.

46. GRATUITIES TIPS AND CHARGES

The Provider shall not whether itself or by any of the Provider’s Personnel engage in the provision of the same solicit or accept any gratuity, tip or any form of money taking or reward, collection or charge for the provision of any part of the Services other than bona fide charges (including client contributions where expressly permitted) approved by the Council.

47. EQUIPMENT, MATERIALS AND CONSUMABLES

The Provider shall at all times provide and maintain sufficient equipment, materials and consumables as are required for the proper and efficient performance of the Services. Such equipment, materials and consumables shall be at no cost to the Council.
48. **PROVISION OF INFORMATION**

48.1 The Provider recognises that the Council has obligations to third parties to provide information concerning the proper performance of its functions and these obligations require the supply of information to those third parties. By way of an example, the Council is likely to have to respond to enquiries, both written and verbal, concerning the Services, from various government agencies democratically elected representatives of the public and from bodies which regulate its affairs.

48.2 The information provided or assistance rendered by virtue of the obligation within this Clause shall be part of the Provider's general obligations to the Council and shall be at no cost to the Council.

48.3 The Council shall take the lead in responding to any request for information and the Provider shall co-operate fully with the Council in such matters. In particular, the Provider shall use reasonable endeavours to ensure that its staff make no verbal response to the enquiry which is critical of the Council and could lead to claims or other similar action and that all responses to verbal inquiries are recorded in writing and copied immediately to the Authorised Officer and the relevant Council's officer to whom the enquiry was reported.

48.4 The Provider shall allow the Council's Representative and Authorised Officer to examine such records kept by the Provider, which are relevant to the Service.

49. **REGULAR MEETINGS OF COUNCIL AND PROVIDER**

49.1 Either Party may request a meeting with the other Party and such a meeting shall take place within a reasonable time.

49.2 The Provider shall provide written reports on the performance of the Agreement in a format and at a frequency to be agreed between the Parties. The Provider shall complete the Performance Monitoring Tool contained at Schedule 2 on at least a quarterly basis. Instructions by the Authorised Officer pursuant to this Clause 49.2 are in addition to the monitoring requirements stipulated in Clause 66.

49.3 The Authorised Officer shall at its discretion convene regular meetings ("Continuous Improvement Meetings") to promote jointly with the Provider continuous improvement in the delivery of the Services provided under the Agreement.

49.4 Working jointly at Continuous Improvement Meetings (to be chaired by the Authorised Officer and the Provider’s Representative on a rotational basis) the Authorised Officer and Provider’s Representative shall scrutinise and review all aspects of the activities and performance of the Agreement and develop and bring forward agreed proposals for achieving such continuous improvements or for preventing failures in the provision of the Services.
49.5 The Parties will agree and record the changes to be introduced and assign organisational responsibilities for delivering such changes and specify a time scale for both the implementation of any operational improvements and for achievement of such improvements.

50. COMPLAINTS

The Council shall supply to the Provider and any Individual copies of the procedure for complaints against the Council upon request.

51. NOTIFICATION OF COMPLAINTS

51.1 If any person or organisation makes a complaint concerning the Services, the Provider shall immediately investigate the complaint and take such corrective action as is appropriate.

51.2 The Provider shall record all complaints of any nature, received from whatever source, in a register kept for that purpose. A photocopy of the register of complaints shall be supplied by the Provider to the Council's Representative at such times as the Council's Representative may specify. Sufficient detail shall be recorded in the register to enable the Authorised Officer to ascertain: the nature of the complaint, the name of the person making the complaint, the date and time when it was received; the action taken to remedy the complaint and the time and date when the remedy was completed; and names of the Provider's supervisory and other staff involved in the action complained of and its remedy.

51.3 The Provider shall have in operation a complaint policy/procedure and shall keep a record of all complaints.

51.4. The Provider's record of complaints should include:

51.4.1 The nature of the complaint;

51.4.2 The name of the complainant;

51.4.3 The date and time the complaint was received;

51.4.4 The action taken to remedy the complaint;

51.4.5 The date and time the complaint was remedied;

51.4.6 The names of the Provider's Personnel involved in the complaint and the remedy.

51.5 The record of complaints referred to in Clause 51.2 above shall be available at all times for inspection on reasonable notice by the Council and any other party who has the legal power/authority to request this.
51.6 The Provider’s complaints policy must be in line with the Council’s “Adult Social Care Complaints Procedure”. The Provider shall respond to all complaints regarding the delivery of the Services on behalf of the Council and will inform the Council’s Representative of the existence of a complaint and what action is being taken. Upon request the Provider shall supply reports relating to any complaint. Any complainants who feel that their complaints are not resolved by the Provider must be passed to the Council’s Representative for their consideration on next steps. The Provider will send in quarterly reports on complaints received, outcomes and time taken to respond. Any lessons learned must be incorporated to develop the quality of the Service.

52. QUALITY ASSURANCE AND PERFORMANCE MEASUREMENT

52.1 The Provider accepts that it is a condition of this Agreement that it will adopt and utilise management control processes for its performance of the Services, and that such processes shall be fully effective and operational within the period agreed between the Parties.

52.2 The Provider’s performance shall be monitored using the Performance Management tool contained within Schedule 2 of this Agreement.

53. INSPECTION

At all times after Commencement Date the Authorised Officer and/or other officers of the Council may organise regular and thorough inspections of the Provider’s performance to ensure that it is complying with its obligations under this Agreement.

54. HUMAN RIGHTS

The Provider in the performance of the Agreement shall comply with the provisions of the Human Rights Act 1998 in all respects as if it were a public body within the meaning of the Act. The Provider shall indemnify or keep indemnified the Council against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of any breach by the Provider of this Clause.

55. NOT USED

56. GOOD FAITH

56.1 Both parties to this Agreement shall act in good faith towards each other in relation to all matters arising under it and in particular:

56.1.1 both parties shall do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of this Agreement and its fundamental objectives.
56.1.2 the Authorised Officer shall be given all information and other facilities he may require to ensure that the Provider is fulfilling its obligations under this Agreement.

57. INSTRUCTIONS

Any disagreement over the nature or contents of any instructions, or any failure to resolve ambiguities in them, shall be referred promptly to the Authorised Officer in accordance with Clause 12.

58. PATENTS AND COPYRIGHT

The Provider shall not in connection with the performance of the Service, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any intellectual property rights.

59. INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property rights developed under this Agreement or arising from the provision of the Services by the Provider shall belong to the Council and both the Council and the Provider agree that they shall execute or cause to be executed (by its staff if necessary) all deeds, documents and acts required to vest such intellectual property rights in the Council.

60. HEALTH AND SAFETY

60.1 The Provider shall in performing the Services ensure that its staff and any other person acting on behalf of the Provider comply with all statutory and other legal requirements in relation to the safety and health of its employees, staff, Individuals, of any other persons in or near the locations and of the members of the public. The Provider shall in particular comply with all Legislation in the field of health and safety at work and in performance of the Services and generally perform the Services in accordance with the Provider's health and safety policy statements and the Provider's health and safety codes of practice and/or the Health and Safety Guidelines (where applicable). In the event of any inconsistency between the Provider's health and safety policy statements and codes of practice and the Health and Safety Guidelines, the Health and Safety Guidelines shall prevail.

60.2 For the guidance of the Provider the regulatory requiring compliance by the Provider includes but is not limited to:
The Health and Safety at Work etc. Act 1974;
The Control of Substances Hazardous to Health Regulations 2002;
The Occupiers' Liability Acts 1957 and 1984;
The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
The Health and Safety (First Aid) Regulations 1981;
The Workplace (Health, Safety and Welfare) Regulations 1992;
The Management of Health and Safety at Work Regulations 1999;
The Personal Protective Equipment at Work Regulations 1992;
The Provision and Use of Work Equipment Regulations 1998;
The Health and Safety (Display Screen Equipment) Regulations 1992;
The Health and Safety Information for Employees Regulations 1989;
Manual Handling Operations Regulations 1992;
The Electricity at Work Regulations 1989;
The Noise at Work Regulations 1989;
The Regulatory Reform (Fire Safety) Order 2005;
Health and Safety (Safety, Signs and Signals) Regulations 1996; and
The Equality Act 2010.

60.3 The Authorised Officer shall be empowered to suspend the provision of the Services in the event of non-compliance by the Provider with the health and safety requirements of the Agreement. The Provider shall not resume provision of the Services until the Authorised Officer is satisfied that the non-compliance has been rectified.

60.4 No payment will be made for any part of the Services omitted as result of a cessation of the Services required by the Council due to breach of any health and safety requirement and neither will any additional payment be made for steps which the Authorised Officer requires the Provider to take to remedy the breach of the health and safety requirement.

60.5 The Provider shall:

60.5.1 keep its health and safety policy, health and safety codes of practice and risk assessments under review and make any amendments necessary, particularly where there has been a change to current legislation or working practices or the introduction of new equipment (including vehicles) and shall notify the Council in writing of any changes made;

60.5.2 ensure that all persons involved in the provision of the Services including any persons providing the Services on behalf of the Provider who are not employees of the Provider, are sufficiently competent and receive sufficient training and are provided with appropriate equipment and systems of work so as to ensure so far as reasonably practicable their health and safety or any other persons who may be affected by the way in which the provision of the Service is undertaken.

60.5.3 comply with any changes, amendments or further instructions reasonably requested or issued by the Council in connection with the Provider’s health and safety procedures or the Health and Safety Guidelines (where applicable); and

60.5.4 inform the Council immediately if, where in the Provider’s opinion, there are any aspects of the Individual’s premises which are unsafe and present a danger to staff performing the Services. If such aspects cannot be rectified within four (4) weeks of notification, then the Provider may give fourteen (14) days notice to the Council to
terminate the Services provided under the Placement Agreement for the Individual in question.

60.6 In the event that the Provider does not fulfil its responsibilities and obligations under this Clause and the Council thereby incurs additional costs which it would not otherwise have such costs incurred by the Council may be deducted from or set off against any sums due or to become due to the Provider under this Agreement or any other contract between the Council and Provider shall be recoverable from the Provider by the Council as a debt.

61. BUSINESS CONTINUITY

61.1 The Provider shall prepare a business continuity plan (“the Plan) in substantially the same format as published on the Council’s website http://www.direct.gov.uk/prod_consum_dg/groups/dg_digitalassets/@dg/@en/documents/digitalasset/dg_176447.pdf no later than sixty (60) Working Days after the Commencement Date, the Plan shall procure that the Provider can restore or regenerate full business activity within a reasonable period of time.

61.2 The Parties shall assess the Plan every twelve (12) Months and the Provider shall produce a report to the Council of the success or failure. In extreme circumstances the Council reserves the right to ask for the assessment to be repeated at the Provider’s expense.

61.3 Any costs incurred in the preparation and implementation of the Plan shall be the responsibility of the Provider.

62. NOT USED

63. STAFFING MATTERS

63.1 The Provider shall employ sufficient persons to ensure that the Services is provided at all times and in all respects to the Agreement Standard. The Provider recognises that Services provided under this Agreement is of a sensitive nature and the Provider shall take all reasonable precautions to ensure that it does not employ unsuitable persons to carry out the Services. The Council shall be at liberty to object and require the Provider to remove forthwith any person used in connection with this Agreement who in the reasonable opinion of the Authorised Officer is not a suitable person to carry out the Services. Such persons must not be used again in the performance of the Services without the written permission of the Council.

63.2 The Provider agrees:

63.2.1 that at all times the Provider shall maintain required staffing and skill levels to the satisfaction of the Council; and

63.2.2 that it has sufficient reserves of trained and competent staff to provide the Services to the level/standard required by this
Agreement at all times, including sufficient reserves to provide cover for staff holidays, staff sickness or any other absence.

63.3 The Provider shall ensure that every person used by him in and about the provision of the Services is at all times properly instructed with regard to the Services.

63.4 With regard to the various obligations of the Provider under this Agreement, the Provider shall seek permission from its Personnel including but not limited to full-time, part-time, temporary and voluntary personnel, sub-contractors, agents and care workers, to allow the Council to examine the employment records of Personnel to ensure that the Provider is complying with its obligations under this Agreement, in particular in relation to the Council's quality monitoring visits to ensure that the Provider is complying with its safeguarding obligations under this Agreement.

63.5 The Provider’s Personnel must be free from the effects of substance during working hours. For the purpose of this Clause, substance shall include both illegal substances and legal medication if that legal medication affects that person’s ability to carry out their duties in a safe and professional manner.

64. BUSINESS ETHICS AND CONFLICT OF INTEREST

The Provider shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions, which could result in conflict with the Council’s best interests. This obligation shall apply to the activities of the employees and agents of the Provider in their relations with the employees of the Council and third parties arising from this Agreement. The Provider’s efforts shall include, but not be limited to, taking all reasonable steps to prevent its employees or agents from making, receiving, providing or offering gifts or entertainment of more than nominal value, payments, loans or other considerations to anyone for the purpose of influencing individuals, firms or bodies corporate to act contrary to the Council's best interests.

65. MANAGEMENT INFORMATION

The Provider shall supply to the Authorised Officer the management information identified in the Services Specification or such other information as the Authorised Officer may from time to time specify.

66. MONITORING

66.1 The Provider shall keep and maintain such necessary data and information and shall provide such assistance as the Council may reasonably require to enable the Council to complete all official returns, including (where applicable) but without limitation:
66.1.1 returns to the Department of Health and the Department for Works and Pensions;

66.1.2 returns to the Chartered Institute of Public Finance and Accountancy;

66.1.3 information required by the Audit Commission;

66.1.4 information required for the purposes of compliance with any External Audit, Best Value performance plans or other inspection; and

66.1.5 information required in order to ensure compliance with the Equality Act 2010 and other applicable legislation and generally to ensure conformity with obligations contained in Clause 10 (Unlawful Discrimination and Equal Opportunities).

66.2 The Provider shall provide such data and information as the Council from time to time shall reasonably require to permit the Council to complete management reports (whether of a regular, cyclical or ad hoc nature) on the performance of the Services.

66.3 Subject always to the rights of the Individual under their tenancy agreement, the Provider shall in so far as it is able at all reasonable times during the term of a Spot Order, procure that the Authorised Officer and/or such persons as may reasonably be nominated by the Council, reasonable access through either announced or unannounced visits to an Individual’s property to discuss, monitor and review the provision of the Services, including viewing records and documents directly relating to the care of an Individual ensuring appropriate confidentiality and complying the Data Protection Act 1998 at all times.

66.4 The Provider shall at all times during the currency of the Agreement allow the Authorised Officer and such other persons (including representatives of other public bodies or agencies) as may from time to time be reasonably nominated by the Authorised Officer access on reasonable notice (save in the case of emergency or for statutory or audit purposes where no notice shall be required) to all offices and places of work used by the Provider for the purposes of monitoring and inspecting work being performed pursuant to the provision of the Services and any or all records and documents in the possession, custody or control of the Provider in connection with the provision of the Services (including but not limited to the Provider’s recruitment practices).

66.5 The Provider shall allow the Authorised Officer to examine such records kept by the Provider, which are relevant to the Individual and not received in confidence from another person as the Individual may authorise. The Provider shall also provide such data and information the Council requires on Individuals but always subject the provisions of Clause 29.

66.6 The Provider shall by a term in any authorised sub-contract secure a similar right of access for the Council and its auditors as set out in this Clause 66 for the purpose of conducting any audit investigation of the Agreement.
67. DECLARATION OF INTERESTS

The Provider shall inform the Council in writing of any elected member, employee or family member of an elected member or employee of the Council who is involved in any way with the Provider as soon as the Provider becomes aware of such.

68. WHISTLEBLOWING

68.1 The Provider hereby takes notice of and agrees to comply in all respects with the Council’s Whistleblowing Policy and Guidelines and PIDA 1998. In particular (but without limitation) the Provider agrees:

68.1.1 to accept and adopt the Council’s Whistleblowing Policy and Guidelines as a procedure for the purposes of s.43C(2) of PIDA unless the Provider has its own whistleblowing policy which incorporates all substantial points of the Council’s Whistleblowing Policy and Guidelines and the Provider agrees and acknowledges that its employees are authorised to use and rely upon the said procedure;

68.1.2 that to the extent that the Whistleblowing Policy and Guidelines impose duties on or grant rights, protections or immunities to Council employees or agents, the Provider agrees and irrevocably undertakes to impose similar duties and grant similar rights, protections or immunities to the Provider’s employees and agents and to any sub-contractors.

68.2 Without limiting the generality of Clause 68.1, the Provider agrees to report to the Council in accordance with the Whistleblowing Policy and Guidelines any circumstances relating to or arising out of the Agreement (including the entering into thereof and procurement of goods, services and supplies for the implementation thereof) and the supply of the Services, which give rise to a reasonable belief that one or more of the following matters (referred to in this Condition as “instances of malpractice”) has occurred, is occurring or is likely to occur:

68.2.1 a criminal offence (including any form of child abuse, or the abuse of other vulnerable individuals);

68.2.2 a breach or failure to comply with any lawful duty (including, without limitation, negligence and/or breach of statutory, contractual, fiduciary, administrative law or other duty);

68.2.3 miscarriage of justice;

68.2.4 danger to health and safety;

68.2.5 damage to the environment;
68.2.6 any other matter designated as malpractice in the Whistleblower Policy and Guidelines;

68.2.7 concealment of any of the above.

68.3 Without limiting the generality of Clause 68.1, in the event that any employee, agent or sub-contractor of the Provider should make a report to the Council (or to any other person authorised by law) pursuant to this Clause, the Provider warrants that it shall use its best endeavours to ensure that such person does not suffer any form of retribution, victimisation or detriment as a consequence of having made such report.

68.4 The Provider agrees to indemnify the Council in respect of any loss or damage caused by or arising out of a failure on the part of the Provider to report, within a reasonable time, any instances of malpractice in accordance with this Clause 68, the Whistleblowing Policy and Guidelines and/or PIDA 1998.

68.5 Where the Provider acting reasonably and in good faith makes a report pursuant to this Clause 68, and the Council subsequently undertakes or omits to undertake a course of action wholly in reliance upon such report the Council accepts such liability as the Provider may incur as a direct consequence of such report.

69. **LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English courts.
SCHEDULE 1: SERVICE SPECIFICATION FOR RESIDENTIAL SERVICES, RESIDENTIAL SERVICES WITH NURSING, SUPPORTED LIVING AND COMMUNITY OPPORTUNITIES

May 2013

CONTENTS:

<table>
<thead>
<tr>
<th>Content/Section title</th>
<th>Page number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>Strategic Vision</td>
<td>4</td>
</tr>
<tr>
<td>Definitions</td>
<td>7</td>
</tr>
<tr>
<td>Individual Outcomes</td>
<td>10</td>
</tr>
<tr>
<td>1. Information and Advice</td>
<td>10</td>
</tr>
<tr>
<td>2. Active and Supportive Communities</td>
<td>13</td>
</tr>
<tr>
<td>3. Flexible Integrated Care and Support</td>
<td>15</td>
</tr>
<tr>
<td>4. Workforce</td>
<td>17</td>
</tr>
<tr>
<td>5. Risk Enablement</td>
<td>19</td>
</tr>
<tr>
<td>6. Personal Budgets and Self-Funding</td>
<td>21</td>
</tr>
<tr>
<td>7. Health</td>
<td>22</td>
</tr>
<tr>
<td>8. Where I Live and My Personal Property</td>
<td>25</td>
</tr>
<tr>
<td>9. Working with Surrey County Council</td>
<td>27</td>
</tr>
<tr>
<td>10. Residential Services and Residential Services with Nursing</td>
<td>28</td>
</tr>
<tr>
<td>11. Supported Living</td>
<td>33</td>
</tr>
<tr>
<td>12. Community Opportunities/Day Services</td>
<td>36</td>
</tr>
</tbody>
</table>
INTRODUCTION

Surrey County Council commissions a range of services to support adults with community care needs. Support is determined by a Supported Self-Assessment which could lead to a person centred support package. This Service Specification details the Council’s requirements, which are in addition to the Essential Standards of Quality and Safety, the Health and Social Care Act 2008, Care Quality Commission (CQC) Registration Regulations (2009) and Regulated Activities (2010), where applicable.

The standards outlined in this Service Specification are the minimum requirements, which the Council expects the Service Provider to achieve. The Council will only contract with organisations that have achieved the relevant registration.

Service Providers may also have the opportunity to secure additional accreditation, for example, the "Carer Aware" quality mark is being developed to evidence good practice by providers in supporting Carers. Further details are available on the Surrey County Council website: http://www.surreycc.gov.uk/.

The purpose of this specification is to ensure that these aims are realised. It is therefore essential that Surrey utilises the opportunities arising from the Health and Social Care Act (2012) for health and social care to work together more closely alongside their commissioned providers.

STRATEGIC VISION

Surrey County Council’s Adult Social Care Directorate aims to work with all their partners to make a difference to the lives of people. This will be achieved through personalised and universal social care support that people can trust, so that they have choice and control, and can maximise their wellbeing and independence in their local community.

Delivering this vision will mean people in Surrey;
- live independently and safely,
- have as much choice and control over their lives as possible,
- live in their own home if they wish, or other accommodation of their choice,
- find out about information, services and support available and how to access them,
- get the support they need in local and community settings, and
- remain safe from abuse.

The Services provided should meet the following objectives:
- maximise long term health outcomes

Page 57 of 107
- provide support for Carers, whether relatives or friends and recognise the rights of other family members
- acknowledge that people have the right to take risks and to enjoy a normal lifestyle
- ensure dignity and respect the Individual's personal, physical, cultural and religious needs
- deliver high quality care which reduces hospital admissions and promotes efficient and timely hospital discharges
- support the Individual to access meaningful opportunities in the community

This service specification is based on outcomes for Individuals. Service Providers will need to be able to demonstrate that they are engaging with the people who use services to involve them and their Carers in thinking and planning for their own services. It is also an effective way of moving from over-rigid prescription of tasks and times to a service which is able to respond to an Individual’s changing needs and preferences.

Once the outcome and an appropriate budget have been agreed, and a contract is in place, the Service Provider will negotiate the day-to-day details with the Individual and their Carers and respond flexibly to their needs and preferences. The key relationship should be between the Service Provider and the Individual receiving the service or their Advocate/Carer where necessary.

In line with this vision above, Service Providers shall adhere to the Department of Health’s Ten Point Dignity Challenge. This states that high quality care services that respect people’s dignity should:

1. Have a zero tolerance of all forms of abuse
2. Support people with the same respect you would want for yourself or a member of your family
3. Treat each person as an Individual by offering a personalised service
4. Enable people to maintain the maximum possible level of independence, choice and control
5. Listen and support people to express their needs and wants
6. Respect people’s right to privacy
7. Ensure people feel able to complain without fear of retribution
8. Engage with family members and Carers as care partners
9. Assist people to maintain confidence and a positive self-esteem
10. Act to alleviate people’s loneliness and isolation

Service Providers must comply with all relevant legislation and have in place a range of policies and procedures which will be subject to review by Surrey County Council as required. All policies and procedures must take account of:

- the number of Individuals and their care needs
- the requirements of the Care Quality Commission Essential Standards of Quality and Safety
- principles identified within specific Department of Health Guidance, for example, Valuing People, Living well with Dementia – a National Dementia Strategy, National Stroke Strategy, etc
- cultural, religious and spiritual needs of Individuals
DEFINITIONS:

**Advocate** – An advocate is someone who helps an individual to say what they want, secure their rights, represent their interests and obtain the services they need. Advocates can help people to express their own views and feelings when decisions are being made about their life, and give support which helps the person to make informed choices.

**Broker** – A broker is someone who can be appointed by an individual to help them plan and arrange their support, by exploring what they want in life and then examining the various ways services and support can help them. Brokers are therefore primarily used in the Support Planning process.

**Care Programme Approach** – is a term used to describe the framework that supports and coordinates effective mental health care for people with severe mental health problems in secondary mental health services.

**Carer** – means an Individual who looks after family, partners or friends in need of help because they are ill, frail or have a disability. The care provided by the carer shall be unpaid. This definition includes young Carers, where the Carer is under the age of 18.

**Care Worker** – means an employee of the Provider who provides care and support to an Individual.

**Community Opportunities** – means the things that people want to do during the day. "Day" can mean day, evening and/or weekends.

Tier 1: being able to access universal services. Providers will normally be expected to contribute to the development of social capital within their current grants/contracts.

Tier 2: support for people who do not reach current eligibility criteria. This can be bought directly, provided free, or through contracts usually with local organisations. It will normally follow a basic eligibility assessment.

Tier 3: assessed care provided for people who meet the eligibility criteria. These chargeable services will achieve specified outcomes and be part of a reablement or rehabilitation programme. This could be day centre based but with community outreach.

Tier 4: health led specialist support usually with a social care contribution, possibly linked to day or community hospitals.

**Continuing Healthcare** – NHS continuing healthcare is a package of continuing care provided outside hospital, arranged and funded solely by the NHS, for people with ongoing healthcare needs.
**Community Resources** – any individual or group in the community that may be able to assist, eg. faith groups, hubs, libraries, Job Centre, Citizens Advice, etc.

**Directly Commissioned Service** – Care and/or support services organised and commissioned by the Council

**Direct Payment** - payments made to an Individual that allow them to use the money to make their own arrangements to meet their needs

**Housing Provider** - means the organisation that owns and lets the property in which Individuals live

**Individual** – The Individual who is receiving support formerly referred to as ‘Service User’ or ‘Client’

**Individual Service Fund** - Payments made from an individual budget to a provider on the understanding that it will be spent according to the Individual’s Support Plan. This means that the individual or their Carer do not need to manage the money personally, but do decide upon how the money should be spent. At the same time, the service provider is directly accountable to the individual and carer for the service they receive

**Key Worker** – the Care Worker who will act as a consistent point of contact for the Individual and Carers/relatives

**Personal Care** – is a regulated service with CQC. It means physical assistance in connection with eating or drinking, toileting, washing or bathing, dressing, oral care or the care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist). It also includes prompting together with supervision in relation to the above activities where otherwise the person would unable to make a decision for themselves in relation to the activity (see The Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 for full text)

**Non Personal Support** – means non physical care or care not encompassed in the definition of personal care. This includes emotional and practical support. Examples may be, but are not limited to, advice and encouragement, supervision and prompting (other than in connection with personal care activities defined above), promotion of social functioning and assistance with daily living tasks and behaviour management

**Residential Care** – takes place in a 24 hour setting overseen by a registered manager who is in day to day charge of any regulated activities and must be registered with CQC

**Residential Care with Nursing** – takes place in a 24 hour setting overseen by a registered manager (nurse qualified) who is in day to day charge of any regulated activities and must be registered with CQC

**Service Provider** - means the body delivering the Services on behalf of the Council

**Short Break/Respite** – A short break is to enable Carers to have time to themselves outside of their caring arrangements, and refers to any period of time which enables a carer to meet their own expressed needs
**Social Care Practitioner** – means the Council's employee who has overall accountability for the Individual assessments, creating a Support Plan and reviewing the Services required by the Individual

**Spot Order** – means a contract between the Council and the Service Provider for Services for an Individual which comes into effect when the Council issues a Spot Order together with a Support Plan annexed in accordance with the procedure set out in Clauses 4.5 and 4.6 which incorporate this Agreement

**Support Plan** – means the document outlining the Services to be provided to the Individual that are agreed between the Parties

**Supported Living** – describes a range of different situations in which an Individual receives care and/or support designed to enable independence in their own home, which they may own, rent or otherwise occupy but which is not a residential care establishment. The Individual may change their support without moving, or in some cases may move and take the same support with them

**Supported Managed Account** - This is where a direct payment is paid to a pre-arranged third party to arrange services on the individual's behalf

**Supported Self Assessment** – This is the set of questions completed by the Individual (with support if needed) to help identify the level and type of support that they need

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**Individual Outcomes**
The measures identified as part of these Individual Outcomes, which have been adapted from the Think Local Act Personal Making it Real ‘I’ statements, will be used to monitor the Service provided. It should be noted that the expectations set out below are those over and above the National Minimum Data Set and Care Quality Commission Outcomes. Monitoring will be undertaken by the relevant officers at Surrey County Council. The Service Provider will provide data and information on a quarterly basis as requested and will also be subject to annual quality review by the Adult Social Care Quality Assurance Team.

<table>
<thead>
<tr>
<th>INDIVIDUAL OUTCOME (“I” Statement)</th>
<th>PROCESS FOR PROVIDER</th>
<th>SOURCES OF SUPPORT FOR PROVIDER</th>
<th>SUCCESS CRITERIA</th>
</tr>
</thead>
</table>

1) **Information and Advice**: having the information I need, when I need it

1.1 "I have the information and support I need in order to remain as independent as possible."

The Service Provider will provide information and support to enable the Individual to remain independent.

The Service Provider will ensure that Individuals have an up to date communication assessment and recommendations from this assessment are implemented.

The Service Provider will ensure that information about an Individual will be recorded in accordance with the Support Plan, which is accessible to the Individual and the staff working with the Individual.

<table>
<thead>
<tr>
<th>Social Care Practitioner, Speech and Language Therapist where appropriate, Advocate</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Communications assessment and recommendations will be identified in the Support Plan</td>
</tr>
<tr>
<td>• There are appropriate records which demonstrate that the Individual has information to help them to remain independent, which will be available for review by the appropriate officers within Surrey County Council</td>
</tr>
</tbody>
</table>

1.2 "I have access to easy-to-understand information about care and support which is consistent, accurate, accessible and up to date."

The Service Provider will ensure that all information will be accurate, easy to understand, free from jargon and available in different formats e.g. appropriate IT software and technology, videotape, audio tape, large print, drawings and symbols. The Service Provider will engage actively with the Individual to ensure this.

<table>
<thead>
<tr>
<th>Social Care Practitioner, Speech and Language Therapist where appropriate, Advocate</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Evidence of accessible information available and on show where appropriate</td>
</tr>
<tr>
<td>• Appropriate use of pictures, signs and symbols to provide information to the Individual</td>
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</tbody>
</table>

The Service Provider will be responsible for ensuring that all Care Workers are able to communicate effectively with the Individual. Where an Individual's first language is not English, information and correspondence should be in a format that can be understood by that person or an appointed representative. Equally, where an Individual's first language is English, they must be communicated with in a way that is clear and effective.

Specialist Care Workers who communicate with people who have sensory impairments or have a Learning Disability should be trained in the use of specialist communication methods (e.g. British Sign Language, Makaton, etc).

| 1.3 "I can speak to people who know something about care and support and can make things happen." | The Service Provider will ensure that the Individual will have access to appropriate professionals who can help the Individual understand their care and support. E.g. Social Care Practitioner, liaison nurses, health professionals, service managers, broker or advocate. | Other relevant professionals, Advocate |
| 1.4 "I have help to make informed choices if I need and want it." | The Service Provider will ensure that Individuals have accessible information and support to ensure that Individuals are able to make informed choices. This will include information regarding Independent Advocacy services, as appropriate. | Advocate |
| 1.5 "I know where to get information about what is going on in my community." | The Service Provider will ensure that Individuals have accessible information and help Individuals seek information to enable them to access activities within the community. The Service Provider will also ensure that Carers | Advocate |
have information about support available to them as Carers.

1.6 “I feel assured that all of my personal information is kept safe.”

The Service Provider will at all times operate in line with the requirements set out in Clause 29 (Data Protection and Security) of the terms and conditions of the Contract.

The Service Provider will make sure that information held will be accessible as part of any data protection audit, quality assurance inspection or audit as requested by the Council.

The Service Provider will provide details of their data protection and information governance measures as and when requested by the Individual, Carer or Council.

| Surrey Data Protection Advisors, Advocate | • Monitoring of how data is stored  
|                                          | • Sharing of data protection and information governance measures  
|                                          | • Audit |

2) Active and supportive communities: keeping friends, family and place

2.1 "I have access to a range of support that helps me to live the life I want and remain a contributing member of my community."

The Service Provider will ensure appropriately skilled Care Workers support Individuals to access their local community and participate in local events.

The Service Provider will ensure the Individuals are given a full range of opportunities to access valued activities. This will be informed by the Support Plans and includes transport arrangements.

The Service Provider will ensure that the Individuals have access to and involved in planning their holiday if desired including, budgeting, transport arrangements, accommodation and activities.

| Community Resources, Family, Friends, Advocacy, Carers Organisations | • Support Plans and records will demonstrate community access  
|                                                                    | • Customer satisfaction survey to include access in the community  
|                                                                    | • Transport arrangements in Support Plans |
2.2 "I have a network of people who support me – Carers, family, friends, community and if needed paid support staff."

| The Service Provider will ensure that the Individuals wishes to maintain links with their families and friends are respected. |
| The Service Provider will facilitate the Individual to develop a network of support including families, friends, Carers, the wider community and paid supporters where necessary. |
| The Service Provider will ensure that the Individuals are given a full range of opportunities to develop meaningful relationships. |
| The role of Carers (including young carers) as partners in care must be recognised and Carers treated with respect. |
| All agencies that work with Individuals will use the term ‘carer’ correctly in line with the following Carers UK definition. |
| “Carers look after family, partners or friends in need of help because they are ill, frail or have a disability. The care they provide is unpaid.” |
| Service Providers’ staff must be referred to by their job title and should not be referred to as ‘Carers’. |

| Family, Friends, Advocacy, Carers Organisations |
| Evidence that the Individual has contact with a variety of people |
| Individual records includes |
| - Next of Kin |
| - Significant others |
| - Circle/network of support |

2.3 "I have opportunities to train, study, work or engage in activities that match my interests, skills, abilities."

| The Service Provider will recognise that Individuals have their own interests, tastes, abilities and aspirations and should be actively enabled to realise them. |
| The Service Provider will, through their attitudes and behaviour, encourage Individuals to reach their full potential regardless of age or ability. |

| Adult Education, Further Education Employers, Advocate |
| Support Plans and records : |
| - Personal interests |
| - Access to learning |
| - Access to employment/occupation |
| Satisfaction surveys |
Individuals will be encouraged and supported to do as much as possible for themselves.

The Service Provider will ensure that Individuals have support to access lifelong learning opportunities, including support with transport.

The Service Provider will support Individuals to seek employment and occupational activities for adults of a working age.

2.4 "I feel welcomed and included in my local community."

The Service Provider will help Individuals to access and be welcomed into the local community, this may require supporting the community to accept the Individuals as well as supporting the Individual themselves.

As members of their communities, it must be recognised that all Individuals should be enabled to preserve and exercise their rights and responsibilities as Individuals. This may involve enabling Individuals to take risks with their own health, safety and well-being.

The service must be delivered in a manner that enables Individuals to manage their own lives and circumstances. Where Individuals are able to make informed decisions to take risks, the Service Provider must ensure that all risk assessments are in place.

Community Resources, Advocate

- Support Plan provides evidence that the Individual is maintaining friendships and is actively engaged in community groups
- Risk assessments
- Risk enablement plan

2.5 "I feel valued for the contribution that I can make to my community."

The Service Provider will help Individuals to play an active part in their communities. Identifying positive roles that can be undertaken within the community and local groups that Individuals can participate in,

Community Resources, Advocate

- Evidenced in Support Plans and records Satisfaction survey
3) **Flexible integrated care and support: my support, my own way**

**Support Planning, Reviews, Death of Individual**

| 3.1 "I am in control of planning my care and support." | The Individual, with the Social Care Practitioner, will have ensured the completion of a Supported Self Assessment with input from the Carer, Advocate and/or other relevant contributor(s), where appropriate. This Supported Self Assessment will form the basis of the Individual's Support Plan, which will identify what is required of the Service Provider in the delivery of care to the Individual and the wishes of the Individual on death. | Social Care Practitioner, Advocate |
| --- |
| - Support Plan identifies the support needs to be delivered by the Service Provider(s) - Service Provider should challenge the Social Care Practitioner if the relevant information is not made available |

<p>| 3.2 &quot;I have care and support that is directed by me and responsive to my needs.&quot; | The Service Provider ensures Individuals are enabled to pursue their individual interests and tastes within their own abilities and are actively encouraged to achieve their aspirations. The Service Provider will be responsible for ensuring that the support needs identified within the Support Plan are delivered in a manner that takes into account the wishes of the Individual. The Service Provider should take into consideration and enable the Individual to maintain cultural, religious and personal wishes e.g. clothing, food, music, film, festivals, etc. The Service Provider will also ensure that if they are working with Individuals from different backgrounds there will be literature provided in the Individual’s own language. The Service Provider will also endeavour to employ staff or volunteers who will speak to the Individual in their own language. | Social Care Practitioner, Family, Next of Kin, Advocate |
| - Evidence of the cultural, religious and personal wishes of the Individual being incorporated into the delivery of the plan - Evidence that there is an active service user (Individual) group and Individuals are involved in the process of recruiting, induction and ongoing development of the Service Providers staff - On death of an Individual, the Service Provider will: - notify the next of kin immediately and with sensitivity - notify the Social Care Practitioner immediately or on the next working day if the death occurs outside of normal working hours - will comply with the requirements of |</p>
<table>
<thead>
<tr>
<th>3.3 &quot;My support is coordinated, co-operative and works well together and I know who to contact to get things changed.&quot;</th>
<th>The Service Provider is responsible for working with the Social Care Practitioner to ensure that the service provided to the Individual is meeting their assessed needs and is reviewed at least annually. The review should include relevant contributors, including the Individual and their Carer (where appropriate) as well as anyone the Individual wishes to invite. Any parties to the Support Plan may request a review at any time there appears to be a significant change in the Individual's circumstances or if the requirements of the existing plan are not being met.</th>
<th>Social Care Practitioner, Advocate</th>
<th>• Evidence of annual reviews • Evidence of Individual's leadership within their Support Plan • Evidence of advocacy services being offered as appropriate</th>
</tr>
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<tbody>
<tr>
<td>3.4 &quot;I have a clear line of communication, action and follow up.&quot;</td>
<td>The Service Provider will be responsible for ensuring that the Individual and their Carer are aware of the differing roles and responsibilities of the people supporting them, e.g. Social Care Practitioner, Service Provider management, Care Workers/Support Staff. The Service Provider will ensure that the Individual and Carer are aware of how to make a complaint through their own complaints policy/procedure. This policy/procedure must be in an accessible format and must state clearly that the receipt of a complaint will not result in reprisals or jeopardise the service</td>
<td>Surrey County Council Quality Assurance, NHS (where appropriate), Social Care Practitioners, Advocate</td>
<td>• Evidence of an accessible Complaints and Compliments Policy/Procedure • Complaints and Compliments log • The Service Provider will also be fully compliant with Clauses 50 (Complaints) and 51 (Notification of Complaints) of the terms and conditions.</td>
</tr>
</tbody>
</table>
being delivered. It must also include information about where the Individual can obtain independent support, for example from Advocacy services.

The Service Provider will also ensure that both the Individual and any Carers understand how to make a complaint directly to the Council.

<table>
<thead>
<tr>
<th>4) Workforce: my support staff</th>
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<tr>
<td><strong>Staffing recruitment, levels, competencies and continuity and consistency</strong></td>
</tr>
<tr>
<td><strong>4.1 &quot;I have good information and advice on the range of options for choosing my support staff.&quot;</strong></td>
</tr>
<tr>
<td>The Service Provider will ensure that the Individual leads on all decisions that affect them. The Service Provider will appoint a key worker to each Individual and the Individual will be involved in this process to secure the best possible match. The Service Provider will take steps to minimise the number of staff employed to meet the needs of a single Individual through an effective staffing policy/rota system. The Service Provider will ensure consistency of service to all Individuals. The Service Provider will ensure that all staff employed are recruited in accordance with current employment, equal opportunities and safeguarding legislation.</td>
</tr>
</tbody>
</table>

**Surrey Independent Living Council (SILC), Advocates and/or Brokers, Key Worker** |
- Evidence of Individual’s leadership within their Support Plan
- Appointment of a Key Worker
- Evidence of an effective staffing policy/rota system
- The Service Provider will be fully compliant with Clause 45 (Safeguarding) of the terms and conditions

| **4.2 "I have considerate support delivered by competent people."** |
| The Service Provider will ensure that all staff are trained and assessed as competent in performing all tasks they are required to complete as part of the care and support specified in the Individual’s Support Plan and that they operate in line with the Ten Point Dignity Challenge. Staff must also be trained and assessed as competent as per Clause 63 (Staffing Matters) of the terms and conditions. The Service Provider will provide ongoing training. |

**Skills for Care, Surrey Academy, Advocate** |
- Feedback from the Individual to be sought and used to make necessary staff improvements
- Suitable staff supervision and development including 1:1 and annual appraisal
- Staff training records (and evidence of up to date qualifications) available for inspection as required
development and supervision for all staff to maintain appropriate levels of skill and knowledge. The Service Provider will also provide refresher training on a regular basis and will assess staff's ongoing competence to perform tasks. Staff must be trained and must attain qualifications in line with the Health and Social Care Act 2008 (Regulated Activities 2010).

The Service Provider will ensure that staff are trained before using specialist equipment (such as hoists, bath chairs and stair lifts).

The Service Provider will seek the support of the wider multi disciplinary team to provide specialist support when required.

4.3 "I am supported by people who help me to make links in my local community."
The Service Provider shall develop community connections that could lead to opportunities for Individuals to maintain community participation, and also generate some community interest and support in the Service Provider’s services.

5) Risk enablement: feeling in control and safe

Risk assessment, risk management, emergency access procedures and safeguarding

5.1 "I can plan ahead and keep control in a crisis."
The Support Plan will highlight what makes the Individual feel safe and unsafe. This will inform the risk management strategy for the Individual, which will form part of the Support Plan.

Where care is being shared with a Carer, the Service Provider should be aware of contingency plans should the Carer become incapacitated.

- The Service Provider will be proactive in embarking upon 'permission to share' procedures when Data Protection applies

- Evidence of community connections with, for example, leisure centres, clubs and societies, community groups, faith groups, ethical groups, and Lesbian, Gay, Bisexual and Transgender groups
5.2 "I feel safe, I can live the life I want and I am supported to manage any risks."

The Service Provider will ensure there are opportunities for Individuals to act and think without reference to another person, including a willingness to incur a degree of calculated risk. To make good choices, people with the appropriate levels of capacity need to understand the consequences and take some responsibility for them.

The Service Provider should promote a culture of choice that entails responsible, supported decision-making, recognising that within the right circumstances risk can be beneficial, balancing necessary levels of protection with preserving reasonable levels of choice and control.

The Service Provider will ensure that a risk management strategy is in place that will ensure that an assessment of risk is conducted on all aspects of tasks to be carried out by staff. This will form part of the staff induction process. In circumstances where equipment is utilised in order to deliver a service, the condition of the equipment will be taken into consideration as part of the risk assessment.

The Service Provider will ensure that risk assessments and management strategies are in place to address challenging behavior and to ensure the well-being and safety of all.

The Service Provider will ensure by way of risk assessment, including fire, that Individuals have access to telecare, telehealth and equipment

<table>
<thead>
<tr>
<th>Social Care Practitioner/Team, Surrey Fire and Rescue Service, Advocate</th>
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</table>

- Evidence of written policies and procedures regarding risk
- Evidence of risk assessments on all aspects of tasks to be carried out by staff
- Evidence of a regular review of risk assessments on the following basis:
  - Annually as a minimum for generic risk assessments
  - Every 6 months as a minimum where manual handling or lifting or hoisting is being carried out
  - More frequently if the Individual's condition deteriorates or a potential risk is identified
- The Service Provider will recognise risk and will notify the appropriate Authority as required
- The Service Provider will be suitably insured, as per Clause 8 (Insurance and Indemnity) of the terms and conditions
<p>| 5.3  | &quot;I feel that my community is a safe place to live and local people look out for me and each other.&quot; | The Service Provider will promote positive relationships with those in my community, for instance neighbours and local shopkeepers. The Service Provider will promote open access to the services they deliver. Individuals and staff can also actively seek out opportunities for engagement and participation with the wider community to be part of schemes such as neighbourhood watch, community safety partnerships. | Community Resources, Advocate | • Satisfaction surveys/feedback from the Individual to evidence this |
| 5.4  | &quot;I have systems in place so that I can get help at an early stage to avoid a crisis.&quot; | The Service Provider is aware of Individual's changing circumstances and has systems in place to respond to the Individual's needs to avoid situations escalating into crisis. The Service Provider will ensure its staff understand and implement the Missing Person Protocol as appropriate. | Social Care Team, Other Professionals (e.g. Health), Advocate | • Contingency plans are identified within the Support Plan • Incidents are managed at an early stage to avoid escalation to crisis |
| 6) Personal budgets and self-funding: my money | | | | |
| 6.1  | &quot;I can decide the kind of support I need and when, where and how to receive it&quot; | The Service Provider will make available the cost of their services, what they can provide and where and when they can operate so Individuals can make informed choices. Providers will advise Individuals of their booking/cancellation/payment arrangements. | Social Care Practitioners, Support Brokers, Surrey Information Point, Advocate | • Evidenced in the Support Plan • An appropriate contract or Spot Order in place and agreed by all parties |</p>
<table>
<thead>
<tr>
<th>Service</th>
<th>Text</th>
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<tbody>
<tr>
<td>6.2</td>
<td>&quot;I know the amount of money available to me for care and support needs, and I can determine how this is used (whether it’s my own money, direct payment, or a council managed personal budget).&quot;</td>
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<td></td>
<td>The Service Provider will price their services clearly to enable Individuals to make informed choices. The Service Provider will agree with the Individual and their support network whether the services will be purchased via Direct Payment, Supported Managed Account, Individual Service Fund or Directly Commissioned by the County Council.</td>
</tr>
<tr>
<td>Social Care Practitioners, Support Brokers, Advocate</td>
<td>Evidenced in the Support Plan</td>
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<tr>
<td>6.3</td>
<td>&quot;I can get access to the money quickly without having to go through over-complicated procedures.&quot;</td>
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<td>The Service Provider will inform the Individual and the commissioner in a timely manner if they are not able to fulfil the Support Plan. We would expect that the Service Provider will not charge an Individual using a Direct Payment or Supported Managed Account any more than they would charge for the same service if it were commissioned directly by Surrey County Council. The Service Provider will participate in regular reviews and will enable the Individual to make new arrangements if they wish.</td>
</tr>
<tr>
<td>Social Care Practitioners, Support Brokers, Advocate</td>
<td>Recorded in the Support Plan</td>
</tr>
<tr>
<td>6.4</td>
<td>&quot;I am able to get skilled advice to plan my care and support, and also be given help to understand costs and make best use of the money involved where I want and need this.&quot;</td>
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<tr>
<td></td>
<td>The Service Provider will support Individuals to achieve best value out of their Individual budget by using universal services and community resources, and by encouraging the sharing of support, and therefore costs, with other people where appropriate.</td>
</tr>
<tr>
<td>Social Care Practitioners, Support Brokers, Advocate</td>
<td>A flexible, costed Support Plan, including a variety of paid and unpaid support, and individual and shared activities</td>
</tr>
<tr>
<td>7) Health</td>
<td>Staying healthy and well</td>
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<tr>
<td>7.1</td>
<td>&quot;I have access to a range of support that helps me to remain well and healthy.&quot;</td>
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<td></td>
<td>The Service Provider will assist the Individual where necessary to remain well and healthy within the community. This may include appropriate referrals.</td>
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<tr>
<td>Public Health, Opticians, Dentists,</td>
<td>Addressed in Support Plans and records</td>
</tr>
<tr>
<td>7.2 &quot;I want to have a healthy and balanced diet that respects my personal, cultural and religious needs.&quot;</td>
<td>The Service Provider will ensure where they provide meals that they are of a good nutritional standard. The Service Provider will ensure that Individuals are involved in their menu planning and are supported to make informed healthy decisions. The Service Provider will ensure that Individuals are supported to eat with whom they choose in a way that they choose. The Service Provider will ensure cultural and religious needs are catered for. The Service Provider will ensure Individuals are supported to maintain hydration and a Hydration Action Plan should be developed if appropriate.</td>
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<td>The Service Provider will ensure that all Individuals are registered with a GP and other primary care professionals e.g. dentist, chiropodist and that all staff are aware who these professionals are. Whenever an Individual requests assistance to</td>
</tr>
<tr>
<td>7.3 &quot;I am able to receive skilled medical advice when I need it.&quot;</td>
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</table>

The Service Provider must be able to demonstrate that it has an effective procedure to prevent the spread of infectious diseases and all staff are adequately trained in, and comply with this.

The Service Provider will support the Individual’s understanding of lifestyle choices including the effects of smoking, alcohol, drugs, leisure, personal care and sexual health, but will not restrict choice.

Specialist Practitioners, Fire Safety Officer (as required, for safe smoking and dementia), Practice Nurse, District Nurse, Health visitors, Occupational Therapists, Speech and Language Therapists

- Accessible information
- Evidence that all Individuals are registered with a GP and are supported to receive an annual health check, as appropriate
- Evidence that Individuals have a Health Action Plan, as appropriate (www.healthaction.org.uk)

- Dietary requirements recorded in Support Plans
- Appropriate charts in place as required
- Accessible menus available
- Evidence of cultural needs being met
obtain medical attention or appears unable to make such a request, the GP must be contacted immediately.

The Service Provider will support Individuals to access their local health services as required.

The Service Provider will ensure any treatment, therapeutic programmes or health action plans are implemented as agreed with the health provider, eg. Community Team for People with Learning Disabilities.

<table>
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<tr>
<th>7.4 &quot;I am able to access good and equitable health care and support as required.&quot;</th>
<th>The Service Provider will ensure Individuals are supported as required to attend health appointments. The Service Provider will ensure that Individuals have the same access to health services as the rest of the population. The Service Provider will ensure that Individuals are supported to access good healthcare and to participate in appointments and act on advice given/prescribed. Where required, the Service Provider will support the Individuals within hospital settings. The Service Provider will liaise with the health liaison nurses to aid smooth transitions between health services and community settings. The Service Provider will support access to community teams including mental health and learning disability teams, seek advice and work alongside this. The Service Provider must ensure that whenever an Individual is found by its member of staff to be in need of medical care, this must be administered in Advocate, Primary care professionals, e.g. GPs, Practise Nurses, District Nurses, Health Visitors, Occupational Therapists and Speech and Language Therapists</th>
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<td></td>
<td>- Evidence of appropriate screening and health plans - Medication policy - Clear guidance and accessible information - Use of hospital transport, where appropriate - Evidence that Individuals are encouraged to administer their own medication, as appropriate and as per the Support Plan and risk assessment - Care Workers are suitable qualified and trained to administer prescribed medication, including medication administered by percutaneous endoscopic gastronomy (PEG) tube, by suppository and by injection</td>
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</table>
accordance with the Service Provider’s policies and procedures.

The Service Provider will ensure that all appropriate Health plans are in place and reviewed at least annually including:

- Health Action Plans (for Individuals with a Learning Disability)
- Care Programme Approach (for Individuals with mental health needs)
- Support Plans

7.5 "I can access specialist support if I am in a situation where my behaviours are perceived as challenging."

The Service Provider will apply the national service specification following the Department of Health’s Winterbourne View Report.

<table>
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<tr>
<th>Community Team for People with Learning Disabilities, Community Mental Health Team, Advocate</th>
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<tr>
<td>• Written policy for managing challenging behaviour which Individuals, Carers and Care Workers understand</td>
</tr>
<tr>
<td>• Care Workers are appropriately trained and supported in understanding the Individual’s emotional and physical needs and will be skilled in responding to these</td>
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</table>

8) Where I Live and My Personal Property
My accommodation, personal property and possessions and gifts

8.1 "I want to be included in the decision as to where I live and make a contribution to my surroundings."

Individuals will be offered a chance to visit accommodation prior to moving, and an appropriate transition plan will be agreed.

Individuals will understand what furniture is provided and what they must obtain themselves. Support providers will be able to offer advice regarding grants and local furniture projects for those individuals who require it.

Individuals will understand which areas are for their

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<th>Surrey County Council Officers, including Surrey Fire and Rescue Service, Advocate</th>
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<tr>
<td>• Transition plan</td>
</tr>
<tr>
<td>• Provision of written information for prospective Individuals, their Carers and Surrey County Council officers</td>
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<tr>
<td>• Written agreement with all Individuals upon commencement of their care package</td>
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<tr>
<td>• Individual’s privacy will be respected</td>
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<tr>
<td>• There will be a written record of who is responsible for repairs and</td>
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own exclusive use, which are shared, and where they can meet visitors in private.

Individuals will be encouraged and supported to contribute to domestic and cleaning duties in accordance with their risk assessment.

If it is necessary for a person to move to alternative accommodation, the Service Provider will ensure that the Individual/Carer and the Social Care Practitioner are informed. The Individual's rights of tenure should be understood and the Service Provider will assist the Individual to communicate with the Housing Provider, advocating on their behalf if required.

Termination of an Individual’s service will be as per the conditions set out in Clause 14 (Termination) of the terms and conditions.

**8.2 “I know that my personal possessions are safe and will be treated with care and respect.”**

The Service Provider will ensure that Care Workers employed to deliver care and support will treat every item of the Individual’s property with care and respect.

The Service Provider will ensure that Individual’s bedroom doors have a functioning lock. In residential/nursing care, there should also be lockable storage provided. In other settings, the Service Provider will discuss with the Individual whether they would like to purchase lockable storage themselves.

Any loss of the Individual’s money/benefit books/card, property, or breakage of property should be immediately reported to the Social Care Team.

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**Social Care Team, Community Police, Advocate**

- Suitable maintenance to ensure lockable doors and storage are maintained with any faults rectified immediately
- Guidance provided to staff regarding the acceptance of gifts from Individuals and Carers
- The Service Provider will ensure their staff are mindful at all times of the Bribery Act 2010 and/or any subsequent associated legislation
the event that the Care Worker(s) are found to be responsible for any damage/loss, the Service Provider shall be responsible for reimbursing the Individual.

The Service Provider’s staff may only become involved with the Individual’s financial transactions when this is identified as part of the Support Plan. No member of staff or any relative of the member of staff shall act as executors for the estate of the Individual and/or Carer, or feature as a beneficiary of any Individual or Carer’s will.

The Service Provider will ensure that they have a clear and documented procedure in place regarding personal property, possessions and financial transactions, which will protect both the Individual and the Care Worker. This procedure will include as a minimum the use of receipt books with duplicate pages signed by both the Individual and Care Worker to document:
- the amount of money given to the Care Worker
- the goods that have been purchased or services paid for with an accompanying receipt
- the goods, receipts and change given to the Individual

9) Working with Surrey County Council

9.1 "I need my care provider and Surrey County Council to work together quickly and professionally."

The Social Care Practitioner will obtain permission to share under data protection guidance and will provide the Service Provider with the Supported Self Assessment in a timely fashion and not more than two weeks after the assessment took place. The assessment will contain comprehensive information including social care needs, personal preferences, medical history, and life history to ensure the Social Care Practitioner, Emergency Duty Team, Commissioning Team, Sourcing Team, Quality Assurance, 

- The Service Provider will submit electronic monitoring and invoicing data as required in Clause 11 (Payment) of the terms and conditions and in the correct format
- The Service Provider will continually develop their
The Service Provider is able to plan and prepare to support the Individual. The Council will provide any relevant information which will enable the Service Provider to meet the desired outcomes.

The Service Provider will work with other Service Providers and Local Authorities to ensure smooth transition, ensuring continuity for the Individual.

The Service Provider is responsible for ensuring that the service provided to the Individual continues to meet their assessed need and is being monitored and reviewed appropriately and will alert the Council of any changes in need in a timely fashion.

The Service Provider will provide their invoicing data as per Surrey County Council requirements.

The Service Provider will cooperate with and support Individuals to manage any telecare/telehealth applications to improve care for those with long term conditions and help reduce the need for emergency admissions to hospital.

The Service Provider will work with Surrey County Council in the following areas, and in accordance with the agreed terms and conditions:
- Business continuity planning
- Resolving issues
- Providing monitoring information
- Facilitating announced and unannounced visits to enable quality monitoring and audit

10) Residential Services and Residential with Nursing Services (as outlined in the Care Quality Commission’s Essential Standards)

10.1 “I want to be included in the

In addition to section 8.1 of this Service

Advocate

- Evidence as to the involvement of
<table>
<thead>
<tr>
<th>Decision as to where I live and make a contribution to my surroundings.</th>
<th>Specification, all designated parts of the building and garden area used by Individuals, including those with wheelchairs or walking aids, must be accessible to them. Where any redecoration is done, Individuals will be involved in decision making about décor. Individuals must be familiarised with any alterations to their environment. The Service Provider must allow access to any authorised officer from Surrey County Council for the purposes of monitoring the quality of care provision and ensuring compliance with the Contract. Access will be allowed to all parts of the building, equipment and records employed in the care of Individuals. It should be noted that visits may be unannounced.</th>
<th>Individuals in the choice of décor • The Service Provider will adapt the environment to meet the needs of Individuals, including those with particular mobility or sensory loss difficulties</th>
</tr>
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<tbody>
<tr>
<td>10.2 “I live in an environment where I will be supported to maintain skills and learn new ones where appropriate.”</td>
<td>The Service Provider will support the Individual to maintain skills, for example through the development of a ‘Life History’ to uncover a person's past routines, which can be used in their day to day care, highlighting their strengths and what they are capable of doing for themselves. The Service Provider will also, with the consent of the Individual, develop orientation prompts to support ongoing independence. These prompts might include pictures, signage to aid orientation, calendars and prompts to identify what may be stored in cupboards, etc. To support those with dementia, the Service Provider will offer relevant reminiscence therapy, for example, memory boxes, photographs and music.</td>
<td>With the Individual's consent, the Social Care Practitioner will share the SSA and Support Plan with the provider, Advocate • Evidenced in Support Plans and records</td>
</tr>
</tbody>
</table>
| 10.3 “I live in a setting that is part of a community.” | The Service Provider will provide a care home setting, both of itself and within the community in which it is located – Individuals and Care Workers can actively seek out opportunities for engagement with the wider community to personalise the services offered. | Advocate | • Evidenced in Support Plans and records  
• Satisfaction surveys  
• Feedback from residents and relatives |
| 10.4 “I am able to retain family relationships and friendships.” | The Service Provider will ensure that visitors are made welcome in the home to attend and support at a time that suits the Individual.  
The Service Provider will also ensure that there are arrangements in place for Individuals to keep in regular touch with family members including by phone or email. | Advocate | • Evidenced in Support Plans and records  
• Satisfaction surveys  
• Feedback from residents and relatives |
| 10.5 “I want to choose when I get up and go to bed.” | The Service Provider will involve the Individual in decision making regarding when they go to bed and get up. This will also include involvement in making night choices regarding checks made during the night. | Advocate | • Evidenced in Support Plans and records |
| 10.6 “I am clean and healthy and remain free from infection”. | The Service Provider will ensure that the Individual's wishes in relation to personal hygiene are respected.  
The Service Provider will support the routine of laundry and prompting/reminding to change clothes where appropriate and maintain dignity. The Service Provider will be alert to the communication cues, responses and reactions to monitor regular patterns of, for example, going to the toilet and bathing. The service provider will be alert to visible cues such as restlessness, grabbing at clothes and facial expressions. | Advocate, Equipment Services | • Evidenced in Support Plans and records  
• Evidenced via internal quality audits  
• Evidence that Equipment risks are managed in the context of advice from the Medical Health products Regulatory Agency (MHRA)  
• Evidence that Care Workers are appropriately trained in the use of the equipment as set out in the MHRA |
The Service Provider will ensure that appropriate protective clothing is available for all staff and that Individuals, visitors, relatives and Care Workers / staff are enabled to prevent and minimise spread of infection within the home.

The Service Providers will support Individuals to manage their own health condition(s) through the appropriate provision of telecare and telehealth equipment within the home. Telecare equipment will be provided by the Service Provider. Reviews will be undertaken on a case by case basis to determine who is responsible for the provision of telehealth equipment. Whoever provides the equipment is responsible for its maintenance.

The Service Provider must ensure that it has an adequate supply of equipment/medical devices to meet the 24 needs of all Individuals. Equipment provision should be focused on individual need and provided by the care home if it is the type of equipment usually required by the people who live there. Equipment provided must be safe and staff properly trained.

Equipment services may provide some equipment for the use of a named individual when the need falls outside of the home’s general provision, for instance if an Individual has a need for equipment which is either bespoke or out of the ordinary, and where the equipment could not be used for another client when the need has passed. In instances such as these, the home can request a loan from the local community equipment service for a maximum of 6 weeks. Loaned equipment will be properly maintained by the equipment provider. The Service Provider must ensure that it has an adequate supply of equipment/medical devices to meet the 24 hour needs of Individuals in the home.

- Evidence that the home has an adequate supply of equipment/medical devices to meet the 24 hour needs of Individuals in the home.
<table>
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<tr>
<th>10.7 “I want to be confident my Nutrition and Hydration needs are met.”</th>
<th>Provider must inform the equipment provider immediately when the equipment is no longer needed by the individual and return the equipment promptly.</th>
<th>Advocate, Specialist advice SALT, MUST</th>
</tr>
</thead>
</table>
|  | The Service Provider will develop a ‘Promoting Hydration Action Policy’.  
  
The Service Provider will assess the Individual to ensure appropriate nutrition is provided and that diet and weight are monitored. The Service Provider will promote a nutritious diet.  
  
The Service Provider will ensure that specialist advice is sought to mitigate the risk of choking. | ● Evidenced in Support Plans and records  
● Evidenced via internal quality audits |
| 10.8 “I live in a home that values dignity in death as well as life.” | Whenever possible it is preferable that an Individual who is approaching the end of life should remain in the familiar surroundings of their own room. The Service Provider in conjunction with the Council should ensure that appropriate health and care service are put in place to enable this.  
  
The Service Provider should ensure a culture is established within the Care Home that gives value to a person’s dying as well as to their living by ensuring that staff have access to and are encouraged and supported to use nationally recognised end of life care tools such as:  
- Advance Support Planning  
- Preferred Priorities of Care  
- Liverpool Care Pathway for the last few weeks/days of life  
- NHS Do Not Attempt Cardiopulmonary Resuscitation (DNACPR) principles.  
  
The Service Provider will support other Residents to | Advocate |
| 11) Supported Living | 11.1 “I want to be included in the decision as to where I live and make a contribution to my surroundings.” | In addition to section 8.1 of this Service Specification, Individuals will be involved in and consulted with about any new people moving into a shared property. Individuals will be able to choose the decoration in their own rooms and contribute to decisions regarding the décor in communal areas. Where the Service Provider is not the Housing Provider, they will support the individual as required to communicate their preferences to the Housing Provider. If the physical environment no longer meets an Individual's needs, the Service Provider will inform the commissioner and the Housing Provider and work together with them to achieve a suitable outcome. | Advocate, Housing Provider, if required | • Evidence of involvement in identifying an Individual to move into shared accommodation • Evidence as to the involvement of Individuals in the choice of décor |
| 11.2 “I am able to plan and access transport to gain access to my community.” | The Service Provider will enable the Individual to consider options and make choices based on support needs, risks, the cost and affordability, including maximizing benefits and researching alternatives. Surrey County Council will not fund the provision of a vehicle for Supported Living services. Any agreement with the Service Provider to offer a vehicle will be subject to a separate agreement with the Individual and the person managing their finances where applicable. | Libraries, Hubs, Surrey County Council, Care Practitioner, OT, Advocate | • Personal bank accounts • Individual in receipt of bus passes • Benefit maximization and finances addressed in Support Plans • Transport options in Support Plan |
| 11.3 “I understand how Care Care Workers will ensure that they check if there is Support brokers, | | | • There will be a record of decision |
| Workers expenses / entrance fees / meals/ transport costs will be paid for when I am supported in the community.” | free entrance for a Carer and that this is used (eg companion bus pass). Otherwise Care Workers will plan a budget with Individual before undertaking activities. Costs will be covered by the Individual and agreement will be reached beforehand about what expenditure is reasonable. If Care Workers are supporting an Individual at meal times, there should not be an expectation that Individuals cover the cost of a meal for the Care Workers. This should be agreed between the Care Workers and the Service Provider. | appointees/court appointed deputy, Advocate | making and expenditure  
- An Individual’s Support Plan will state how much support they need to manage their finances, and if Care Workers are assisting with this then appropriate records will be kept |
| --- | --- | --- | --- |
| 11.4 “I am in control of entrance to / use of my property by Care Workers and others.” | The Service Provider will support the Individual as appropriate to independent in coming in and out of their property  
The Service Provider will ensure that Care Workers respect the premises as the Individual’s home. Entrance of Care Workers and others will be at the discretion of the Individual, and will not enter without permission, or grant access to other visitors without obtaining the Individual’s permission. This may be aided by the use of telecare, provided as appropriate by the local District/Borough Council, e.g. finger pads, cctv entry phones, etc.  
Meetings will not take place in the Individual’s home unless the meeting involves them and they choose to have it there.  
The Service Provider will not display signs/notices/messages on the Individual’s wall except where required for health & safety reasons (e.g. fire exits) or as part of a Support Plan / risk assessment (e.g. reminder not to open door to | District and Boroughs telecare teams, Advocate | Evidence in Support Plans that independence is maximized  
- Where necessary a key safe/ assistive technology is in place with a protocol in place around access to the property. |
unknown visitors, or to remember keys before going out). Other information will be kept discretely in suitable drawers etc with Individual’s agreement.

Care Workers who sleep in should have somewhere lockable to keep their belongings but they will respect that the property is the Individual’s. Care Workers will not expect to use the living room/TV as if it were their own.

11.5 “I am enabled to decide and agree where my care/support records and if appropriate medication are kept.” The Service Provider will discuss a range of suitable options for the storage of records and medication with the Individual and where the house is shared as a group to determine where records and medications are kept.

Individuals will be supported to buy suitable furniture, which may be lockable if the person does not lock their room or if risk assessment determines that they should not be able to access without support.

Records specific to the Service Provider’s staff but not relating to Individuals will not be kept on the premises. For example references, policies and procedures etc will be kept at the Service Provider’s office.

11.6 “I will have a responsive support package. When my needs change, or when there is a change in the number of people I share my support with, I will have help to discuss this promptly with the funder to ensure a timely change to my Individual Budget”.

The Service Provider will inform Surrey County Council as soon as possible if there is a change – either increase or decrease – in Individuals needs which requires a change in the Support Plan or funding, or the provision of different equipment / services.

The Service Provider will alert Surrey County Council immediately they become aware of

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<tr>
<th>Pharmacy staff, Advocate</th>
<th>Social Care Practitioners, District and Borough housing departments, Advocate</th>
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<tr>
<td>• There will be visual evidence of the premises being an Individual’s home rather than a care home</td>
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<tr>
<td>• There will be suitable furniture in appropriate places</td>
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</tr>
<tr>
<td>• Records on the premises will relate to the Individual/s supported.</td>
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</table>

| Timely contact is made |
| Accurate information is available on current or expected voids |
| Engagement with potential tenants and referrers |
somebody moving in or vacating the property, which will impact on the shared support provided to Individuals living in a shared property.

The Service Provider will make every effort to ensure that appropriate referrals are reviewed at an early stage and that an appropriate tenant is identified to fill any vacancy. Once the property is once again fully occupied, the provision of shared hours and costs to each Individual will be reviewed and ongoing funding levels confirmed.

| 11.7 “I am enabled to make safe arrangements regarding where I keep hazardous substances.” | The Service Provider will discuss a range of suitable options for the storage of hazardous substances. This will take account of risk assessments. Individuals will be supported to implement a locked option if necessary for the safety of themselves or someone they live with. | Advocate | • There will be visual evidence of suitable arrangements in place  
• An up to date risk assessment will be available |

| 12) Community Opportunities/Day Services |

| 12.1 “I will be given comprehensive information to enable me to access the full range of available Community Opportunities and will make my own choice about which to use.” | The Service Provider will themselves be part of a local information network, using the citizen hubs, SIP and other recognised information sources, Commissioning service, Broker, contracted information providers, local Borough, Advocate | Advocate | • Evidence that the Individual has been provided with suitable information to access suitable community opportunities |

<p>| 12.2 “I will be able to use any opportunity offered because it will take place in an accessible setting.” | The Service Provider must ensure that no one is unable to access an opportunity because of building restrictions. | Advocate | • Evidence that no Individual has been refused access to a Community Opportunity due to building limitations |</p>
<table>
<thead>
<tr>
<th>12.3 “Staff providing a service for me must be suitably experienced, trained and where necessary qualified.”</th>
<th>The service provider will be registered and compliant with the national minimum data set (social care), and will have a workforce development plan in place. The service provider will contribute to the Council’s Adult Social Care workforce development strategy, and preferably will be workforce development fund partners.</th>
<th>Skills for Care, Surrey Academy, Advocate</th>
<th>• As per success criteria of 4.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.4 “I understand where the community opportunities fit within the pathway of support I have chosen.”</td>
<td>The Service Provider will have records of the appropriate pathway as relevant and will ensure that links are made to other involved providers.</td>
<td>Social Care Practitioner, Advocate</td>
<td>• Evidence that links are made with other involved Providers</td>
</tr>
<tr>
<td>12.5 “I will be able to easily change provider if they have not provided a service(s) that is suitable for me.”</td>
<td>The Service Provider will work with all involved parties to establish clear outcome goals, which will be monitored regularly. If outcomes are not being delivered then the Service Provider will be expected rectify this immediately or to assist in identifying an alternate Service Provider.</td>
<td>Social Care Practitioner, Sourcing Team, Broker, Advocate</td>
<td>• Change of provider has been completed within 12 weeks of agreement to change recorded in a support plan</td>
</tr>
<tr>
<td>12.6 “I expect to be able to read and understand any records made about me and have the opportunity to contribute to my record.”</td>
<td>The Service Provider will ensure that records are open and fully accessible, unless there are clear and documented reasons not to do so, such as an active police investigation.</td>
<td>Advocate, Surrey Care Association, Recording Standards Training as locally available</td>
<td>• Care records clearly show that people have had the opportunity to make their own written comments</td>
</tr>
</tbody>
</table>
APPENDIX 1
SPOT ORDER FOR RESIDENTIAL SERVICES: RSOa - c

SPOT ORDER FOR THE PURCHASE OF ADULT SOCIAL CARE RESIDENTIAL SERVICES: RSOa

This agreement is for the purchase of Services from the Provider in accordance with the Terms and Conditions, the service specification and the support plan between Surrey County Council and the Provider.

Individual's Details

<table>
<thead>
<tr>
<th>AIS Number:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
</tr>
<tr>
<td>Care/Nursing Home</td>
<td></td>
</tr>
</tbody>
</table>

The Individual's primary need is: (Please tick as appropriate)

- Older People
- Physical and/or Sensory Disability
- Learning Disability
- Mental Health

Provider Details

| Provider’s Parent Company and Address |                     |

Advocate (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

Fees

<table>
<thead>
<tr>
<th>Standard weekly charge</th>
<th>£</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional sum(if any) to reflect the Individual’s needs</td>
<td>£</td>
</tr>
<tr>
<td>Total cost per week</td>
<td>£</td>
</tr>
</tbody>
</table>

Where contributions are paid direct to the Provider by the following persons, only the balance of the Fee shall be payable by SCC. Please input applicable contributions below.

<table>
<thead>
<tr>
<th>Individual Contribution</th>
<th>£</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Party Contribution</td>
<td>£</td>
</tr>
<tr>
<td>Balance to be paid by SCC</td>
<td>£</td>
</tr>
</tbody>
</table>
The Provider shall be paid in accordance with Clause 11 as detailed in the terms and conditions. Invoice shall provide breakdown as above

**Insurance cover maintained by Provider for Individual's personal effects**

<table>
<thead>
<tr>
<th>Amounts</th>
<th>£</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risks covered</td>
<td>£</td>
</tr>
<tr>
<td>Excesses and Exceptions</td>
<td></td>
</tr>
</tbody>
</table>

Provider shall ensure Individual is informed of the level of insurance cover maintained and informed that it is the Individual’s responsibility to arrange any additional insurance required by him/her.

**On behalf of the Provider**

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Designation</td>
<td></td>
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<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**On behalf of Surrey County Council**

<table>
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<th>Name</th>
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<tr>
<td>Designation</td>
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<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Copy of the Spot order to be posted to Business Services, Procurement and Commissioning, County Hall, Room 412, Kingston Upon Thames KT1 2DW or emailed to adultsocialcareprocurement@surreycc.gov.uk
APPENDIX: INVENTORY OF PERSONAL EFFECTS AND VALUABLES OF THE INDIVIDUAL

List valuables below or write None, where there are no valuables.

<table>
<thead>
<tr>
<th>Signature of Individual:</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Provider:</th>
</tr>
</thead>
</table>
The Council has assessed your need for Services and prepared a Support Plan, a copy of which is attached.

The Council has arranged for care to be provided for you for the time being at:

Under that arrangement you will receive the following services and be provided with the following facilities:

The Home Owner is not entitled to charge you for those facilities or for items or services you may need every day such as laundry but you may agree with the Home Owner for additional services to be provided which you will pay for.

You will be consulted about any change of bedroom at the Home. If you share a bedroom you will be consulted before a different person moves in to share that room.

You are entitled to bring the following personal effects to the Home and the Home Owner insures [does not insure] residents’ belongings [up to for the following risks.]

You must make your own arrangements for any [additional] insurance you require.

The Home Owner can give notice to the Council to end the Agreement for you to stay at the Home if the Home is no longer able to meet your needs or if your behaviour is persistently unsociable so as to affect seriously the well-being of other residents or if the Home is closing down. The Council can give the Home Owner six weeks’ notice if you are moving elsewhere but may ask you to move at short notice if there is an urgent reason for you to leave the Home, such as if the Authority responsible for inspecting and registering the Home takes action to cancel its registration. If there is a need to move you for any reason you will be consulted about suitable alternative accommodation with continued Social Services
Service Specification for Residential Services, Residential Services with Nursing, Supported Living and Community Opportunities – May 2013

support unless your needs have changed significantly so that Social Services support is no longer appropriate.

The Home Owner is required to give you the greatest possible choice in how you live your life, including the choice to take personal risks but may impose reasonable requirements to ensure the health and safety of you, other residents or other persons present in the Home.

You should take proper care of the property of others in the Home and not do anything likely to cause a nuisance to or annoy others in the Home.

If you want your Support Plan to be reviewed, you should ask your Social Care Practitioner to arrange a review meeting or ask your key worker to contact your Social Care Practitioner if you are not able to do so yourself.

The Home Owner must make reasonable arrangements for you to have visitors at the Home, including your Social Care Practitioner.

Copies of the Authority’s and the Home’s complaints procedure are attached.

**Name of Advocate, where required.**

| Where an advocate has been appointed, the advocate will be consulted on any matter on which your views are sought. |

You will be charged a standard weekly fee for your accommodation unless you are entitled to pay a reduced fee based on your income and resources. If you are married, your husband or wife may also be required to contribute to your fees. You will be asked to complete a full declaration of your income and property for your fees to be assessed. It is important that this is accurately completed as it is an offence to make a false statement with the purpose of obtaining a reduction in fees. If you have given property to any person in the last six months before moving into residential care or while in the Home with the purpose of avoiding fees, the value of the gift may be taken into account in assessing your fees as if you still owned the property.

You should notify the Council straight away of any change in your financial circumstances which may affect your ability to pay your fees, or lead to a need for your fees to be reassessed.

If you have requested admission to a Home whose fees are higher than the Council would normally pay, this may be agreed on the basis that a relative will contribute the difference in fees. In this case you and that relative will be asked to sign an agreement confirming this.
AGREEMENT BETWEEN HOME OWNER
AND INDIVIDUAL

AN AGREEMENT

BETWEEN ("the Provider")

and ("the Individual")

(A) The Provider has agreed with Surrey County Council ("the Purchaser") to provide accommodation and care for the Individual at ("the Home")

(B) The Individual wishes to purchase additional services from the Provider in connection with the Individual’s stay at Home.

1. ADDITIONAL SERVICES
1.1 The Provider shall provide the following additional services for the Individual:
[list any services to be paid for by Individual]

1.2 The Fee for these services shall be and shall be paid by the Individual

2. CONDUCT OF INDIVIDUAL
2.1 To the best of his/her ability the Individual shall take care of the furniture fittings and furnishings which belong to the Provider in the Home and shall refrain from any act which is a nuisance or annoyance to the Provider other residents or other persons in the Home and shall comply with reasonable requests of the Provider to ensure the health and safety of persons in the Home.

3. FAILURE TO PAY
3.1 The Provider shall be entitled to cease to provide the additional services if the Individual does not comply with his/her obligation to pay for them under 1.2 above but shall not be entitled to require the Individual to leave the Home while the Agreement between the Purchaser and Provider is in force.

4. COMPLAINTS
4.1 The Individual is entitled to make complaints about any aspect of the Home in accordance with the complaints to be provided by the Home.

Signed __________________________ Provider

_____________________________ Individual
APPENDIX 2

SPOT ORDER: SLSO

SPOT ORDER FOR THE PURCHASE OF ADULT SOCIAL CARE SUPPORTED LIVING SERVICES - SLSO

This agreement is for the purchase of Services from the Provider in accordance with the Terms and Conditions, the service specification and the support plan between Surrey County Council and the Provider.

<table>
<thead>
<tr>
<th>Individual's Details</th>
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<tbody>
<tr>
<td>AIS Number:</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Forenames</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Provider</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Summary of Services to be Provided (hourly rate x no. of hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of hours</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>Core Fee</td>
</tr>
<tr>
<td>Number 1:1 hours</td>
</tr>
<tr>
<td>Number 2:1 hours</td>
</tr>
<tr>
<td>Sleep in</td>
</tr>
<tr>
<td>Waking night</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

Only actual hours of service provided will be invoiced and hours will be required as part of the service user’s assessment process.

Start date: ____________________________

Social Care Contact

<table>
<thead>
<tr>
<th>Name of Social Care Practitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Tel Number</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
</tbody>
</table>

On behalf of the Provider

<table>
<thead>
<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>
On behalf of Surrey County Council

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Copy of the Spot order to be posted to Business Services, Procurement and Commissioning, County Hall, Room 412, Kingston Upon Thames KT1 2DW or emailed to adultsocialcareprocurement@surreycc.gov.uk
Appendix 3

SPOT ORDER FOR COMMUNITY OPPORTUNITIES

This agreement is for the purchase of Services from The Provider in accordance with the Terms and Conditions, the service specification and the support plan between Surrey County Council and the Provider.

<table>
<thead>
<tr>
<th>Individual's Details</th>
<th>AIS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery Address</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Provider</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Summary of Service to be Provided</th>
<th>Cost (weekly)</th>
</tr>
</thead>
</table>

**Session** — Please specify by deleting what is not classed as a session.

AM / PM  
All Day  
Other – e.g. evening / weekend

**Price for session**

Hourly rate ___________________  
Other Payment method – Please specify ___________________

Agreed days sessions to be provided ___________________

**Duration of Service** – please specify e.g. Seasonal, trial period, taster session or ongoing.

_________________________________________________________

Only actual hours / sessions of service provided will be invoiced and hours will be regularly reviewed as part of the service user’s assessment process. Payment will also be made in accordance with 11.9.2 within the terms and conditions.

**Start Date:** £

Social Care Contact
<table>
<thead>
<tr>
<th>Name of Social Care Practitioner</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Tel Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

Date:

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

On behalf of the Provider  On behalf of Surrey County Council

Copy of the Spot order to be posted to Business Services, Procurement and Commissioning, County Hall, Room 412, Kingston Upon Thames KT1 2DW.
SPOT ORDER FOR SHORT BREAKS

This agreement is for the purchase of Services from the Provider in accordance with the Terms and Conditions, the service specification and the support plan between Surrey County Council and the Provider.

### Individual’s Details

<table>
<thead>
<tr>
<th>Surname</th>
<th>AIS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forenames</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Service Delivery Address

<table>
<thead>
<tr>
<th>Name and Address of Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Summary of Service to be Provided

Agreed allocated nights

<table>
<thead>
<tr>
<th>Period – please state if allocation of nights is based on yearly assessment or for period of time e.g. Jan – Mar inclusive.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Core Fee</th>
<th>x£ =</th>
<th>£</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number 1:1 hours</td>
<td>x£ =</td>
<td>£</td>
</tr>
<tr>
<td>Number 2:1 hours</td>
<td>x £ =</td>
<td>£</td>
</tr>
</tbody>
</table>

**Total** = £

Surrey County Council will only pay for services delivered and in adherence as set out in clause 11.9.3 of the terms and conditions.

<table>
<thead>
<tr>
<th>Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Social Care Contact

<table>
<thead>
<tr>
<th>Name of Social Care Practitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tel Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Date:

---

Page 99 of 107
On behalf of the Provider

On behalf of Surrey County Council

Copy of the Spot order to be posted to Business Services, Procurement and Commissioning, County Hall, Room 412, Kingston Upon Thames KT1 2DW.
SCHEDULE 2

PERFORMANCE MANAGEMENT INFORMATION

SUPPLIER PERFORMANCE MONITORING

SECTION 1 VENDOR DETAILS
Please complete details and choose appropriate reporting quarter

Performance data range
Organisation
Supplier Number
Supplier Primary Contact Name
Head Office Address
Email
Telephone (inc area code)
SCC Relationship Manager

Services provided to Surrey County Council
Mark applicable boxes with an X

<table>
<thead>
<tr>
<th>Residential</th>
<th>Older people</th>
<th>mental health</th>
<th>Learning disability</th>
<th>Physical disability</th>
<th>Looked after children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supported Living</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Based Care</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Children &amp; Young People</td>
<td></td>
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<tr>
<td>Direct Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

SECTION 2 QUALITY
Please complete information regarding all individuals receiving a service commissioned by SCC

Do all individuals receiving a service have a support plan?
If No, how many individual support plans are outstanding?
Number of support plans that have been reviewed in the last six months?
Number of support plans that have not been reviewed in the last six months?

SECTION 3 EXISTING BUSINESS
Please provide information regarding existing business for services provided to Surrey Council Council
### Number of current placements/services

### Number of expired or ceased placements/services

#### Reason for expired or ceased placements/services
- Death
- Transferred to another service (internally in your organisation)
- Transferred to another service (external provider)
- Returned to home residence
- No longer under Surrey County Councils’ responsibility
- Admitted to hospital
- No longer required
- Total

<table>
<thead>
<tr>
<th>Reason</th>
<th>No. of instances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death</td>
<td></td>
</tr>
<tr>
<td>Transferred to another service (internally in your organisation)</td>
<td></td>
</tr>
<tr>
<td>Transferred to another service (external provider)</td>
<td></td>
</tr>
<tr>
<td>Returned to home residence</td>
<td></td>
</tr>
<tr>
<td>No longer under Surrey County Councils’ responsibility</td>
<td></td>
</tr>
<tr>
<td>Admitted to hospital</td>
<td></td>
</tr>
<tr>
<td>No longer required</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### SECTION 4 SAFEGUARDING

Please provide information regarding to safeguarding incidents within your organisation in the reporting quarter.

<table>
<thead>
<tr>
<th>No. of safeguarding alerts</th>
<th>No. of resolved incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Within Surrey**
- Strategy discussion meeting
- Safeguarding adult's conference
- Senior strategy meeting

**Outside of Surrey**
- Strategy discussion meeting
- Safeguarding adult's conference
- Senior strategy meeting

### SECTION 5 CARE QUALITY COMMISSION (CQC)

Please provide information regarding to CQC registrations to up to end of reporting quarter.

<table>
<thead>
<tr>
<th>Address</th>
<th>Date Registered</th>
<th>Issued notice</th>
<th>Await inspect region</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Select drop down menu</td>
<td>Select drop down menu</td>
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</tbody>
</table>
* If you require more lines please go worksheet CQC extra

**SECTION 6 STAFFING**

Please answer this section with numbers. The following should be based on full time equivalent relating to all services delivered by your organisation with data within the reporting quarter.

- **Headcount at end of quarter (all staff)**
  - of which are management staff

- **Staff leavers**

- **Staff joiners**

- **CRB checks**

- **Vacancies**
  - of which are for management posts

**SECTION 7 NEW BUSINESS**

Please complete information regarding new business referrals and contacts in reporting quarter.

- **Number of accepted new referral / contact from Surrey County Council**

- **Number of accepted new referral / contact from other authorities but placed in Surrey**

Please mark with an X for those authorities that have provided new referrals/contracts:

- Berkshire
- E Sussex
- Hounslow
- Kingston UT
- Sutton
- Croydon
- Hampshire
- Kent
- Merton
- W Sussex
- Other

- **Number of declined new referral / contact from Surrey County Council**

- **Main reason for declining**
  - Unable to cover area
  - No capacity
  - Unable to meet timescale
  - Unable to meet need
  - No same gender staff
  - Insufficient information
  - Concern for staff wellbeing
  - Unable to meet assessed need

Total: 0
Service Specification for Residential Services, Residential Services with Nursing, Supported Living and Community Opportunities – May 2013

Other (please specify) | 0 | 0 | 0 | mismatch
Other (please specify) | 0 | 0 | 0 | mismatch
Other (please specify) | 0 | 0 | 0 | mismatch

* Please note "totals" cells in RED indicate a mismatch value between values in row 38 and row 52

## SECTION 8 COST
Please provide details of the total £ value of business received from Surrey County Council in the reporting period. For consistency please report on paid invoices only

<table>
<thead>
<tr>
<th>Category of business</th>
<th>£0</th>
<th>£0</th>
<th>£0</th>
<th>Total</th>
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<tbody>
<tr>
<td>Residential</td>
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<td>£0</td>
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<td>Supported Living</td>
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<tr>
<td>Home Based Care</td>
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<td>Children &amp; Young People</td>
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<td>£0</td>
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<td>Direct Payments</td>
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<td>£0</td>
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<tr>
<td>Other (please specify)</td>
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<tr>
<td><strong>Total</strong></td>
<td>£0</td>
<td>£0</td>
<td>£0</td>
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</tr>
</tbody>
</table>

**What percentage of your total income is from SCC?**

**What percentage of your client base is from SCC?**

## SECTION 9 TELECARE & TELEHEALTH
Please provide details of capacity to provide telecare and telehealth services

Do you provide telecare equipment?
Select from drop down menu

Do you provide telehealth equipment?
Select from drop down menu

Who supplies this service to your organisation?
Select from drop down menu
SCHEDULE 3

CHANGE CONTROL PROCEDURE

Set out below is the procedure for Variations to the Contract.

The Council will approach the Provider with the proposed change.

If necessary, 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 change to the contract.

The Council’s Authorised Officer will be responsible for completing the
necessary documentation.

Once completed two copies of the documentation should be sent to the
Provider for signing and returning to the Council’s Authorised Officer within an
agreed timescale. The Council’s Authorised Officer will then sign and return
one completed copy to the Provider and retain one copy for his reference and
the change will then form an addendum to the contract.

The Provider shall have six weeks in which to communicate any issues it has
with the proposed change to the Council. Should the Provider not raise any
issues the Provider will be deemed to have accepted the change and be bound
by the amendment as from the date stipulated in the change control notice.

Should the Provider have any issues, the parties will meet to discuss the
proposed change and a revised change control notice issued or the issued
change control notice retracted.
WHEREAS the Provider and the Council entered into an Agreement for Provision of Adult Care Services consisting Residential Care, Residential Care with Nursing, Supported Living, Community Opportunities and Short Breaks of dated [date] (the “Original Agreement”) and now wish to amend the Original Agreement.

IT IS AGREED as follows

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

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

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

   **Signature:** _______________________________ **for and on behalf of the Council**
   
   **Name:** __________________________________________
   
   **Title:** __________________________________________
   
   **Date:** __________________________________________

   **Signature:** _______________________________ **for and on behalf of the Provider**
   
   **Name:** __________________________________________
   
   **Title:** __________________________________________
   
   **Date:** __________________________________________