INSERT LOGOS FOR OTHER PARTIES



**OPERATIONAL PROTOCOL**

**FOR**

**INSERT SCHEME NAME**

**1. PARTIES TO THE PROTOCOL**

1.1 THIS PROTOCOL is made between the Insert Care Provider (“Care Provider”) and Anchor Hanover Group (“Anchor”) of The Heals Building, Suites A & B, 3rd Floor, 22-24 Torrington Place, London, WC1E 7HJand Care Provider and Address (collectively known as “the Parties”)

1.2 This Protocol will continue until the expiry or sooner determination of the Cooperation Agreement.

**2. PURPOSE OF THE PROTOCOL**

2.1 The purpose of this Protocol is to ensure that there is an integrated housing and care management approach at Insert Scheme Name between the Parties.

2.2 Extra Care is designed and managed to promote older people's independence and consists of high quality sheltered housing combined with an onsite Care Team. ("the Service")

2.3 It is essential to the Service that the housing and care functions operate in harmony and that the Parties develop appropriate protocols and communication systems.

2.4 This Protocol will be reviewed by the Parties 3 months after the commencement date and annually thereafter. All proposed changes will be presented, recorded and agreed at the Annual Operations Meeting. This Protocol will then be amended, the original replaced and a copy of the amended Protocol will be issued to the Scheme Manager and Care Team Manager. Anchor will be responsible for the re issue of the amended Protocol.

**3. THE ACCOMMODATION**

3.1 The scheme comprises of insert number one bedroomed two person flats and insert number two bedroomed flats. All units are self-contained and each customer has an assured periodic tenancy with Anchor. There will be a range of on-site facilities to support tenants.

3.2 Where staff accommodation is utilised on a permanent basis, Anchor will require the Care Provider to enter into a separate lease or license agreement and charges will apply.

 Other than when providing support to customers, ad hoc use of the communal facilities, outside of any existing lease or license agreement, must be agreed with the Scheme Manager and a charge may be incurred.

**4. STAFFING ARRANGEMENTS**

4.1 Anchor will provide a Scheme Manager who will provide a local housing management and housing related support service to customers and will normally work between the hours of insert time and insert time, Monday to Friday. The hours worked will vary depending upon local circumstances. Outside of these hours, Anchor will provide an emergency response service (Anchor Hanover on Call).

4.2 Anchor will provide domestic staff who will be responsible for domestic tasks within the communal areas of the Property.

4.3 The Care Provider will provide an onsite Care Team in accordance with the extra care contract. Day care will be provided between insert time and insert time 7 days a week. Night care will be provided between insert time and insert time. Actual staffing levels will be determined by the individual care needs of customers.

**5. BALANCED COMMUNITY**

5.1 The Service aims to create independence and choice for customers. In order to facilitate this there is a need to maintain a balanced community in terms of care needs for individual customers.

5.2 The allocation process will aim, as a general guide, to ensure that 40% of customers have high dependency care needs, 30% have medium dependency care needs and 30% have low dependency care needs. The Allocations Panel will adopt a flexible approach to this and will review the impact of each allocation on the balance of the scheme on a case by case basis.

*5*.3 As a guide it will be considered that those customers with care packages of 10 hours and above per week will be considered as having a high dependency care need. Those receiving between 5 and 10 hours care per week will be considered as having medium dependency care needs and those with less than 5 hours per week as having low dependency care needs.

5.4 Consideration will have to be given to the balance of the community if there is an applicant with a particularly high level of care needs. This will usually be considered to be the case where their regular care needs are in excess of 15 hours per week. In those cases it may be necessary for the Council to purchase additional hours for that tenant so that their care needs do not have an adverse effect on the needs of other tenants in the scheme. Decisions on whether applicants with higher than normal care needs can move into the service, will only be considered where the Council is able to purchase additional services which will allow the customer to maintain an independent lifestyle.

**6. ELIGIBILITY CRITERIA**

6.1 Customers will have needs that can be met by the Service and it can be shown that insert Scheme Name would be an appropriate place for them to live.The age of customers will be in keeping with Anchor’s allocations policy – as at the date of this Protocol the minimum age criterion is 55 years.

6.2 Applicants should be motivated to live independently but should also need the security and peace of mind offered by an Extra Care Scheme.

6.3 For a couple to be eligible for the scheme, only one partner needs to fulfil the Scheme's eligibility criteria. Subject to Anchor’s Succession and Right to Remain Policy, the partner would not be expected to move out if the eligible partner dies (unless his/her own needs required a different sort of care).

6.4 Insert Scheme Name is regarded as a home for life but there may be occasions when because of severely increasing mental or physical frailty the needs of existing customers can no longer be met. Any decisions about the need for a customer to move to another form of service, and/or accommodation, will only be taken as part of a social services review of their care needs after consultation with relevant parties including Anchor and in accordance with tenancy law.

6.5 Customers with a deteriorating physical frailty will be able to maintain a tenancy as long as care provision can be increased in line with their needs and unless their health deteriorates to the point that they need full time nursing care.

6.6 Existing customers whose dementia worsens or those who develop dementia will continue to be supported within the scheme, however, risk assessments will be undertaken and care plans will be developed in consultation with Adult Care and Anchor which will offer ways of minimising any presenting risks. A reviewing process will ensure that the individual's needs can continue to be met at the scheme given any possible constraints within the allocated care provision and consideration to the rights of other customers.

**7. ALLOCATION PROCEDURE**

7.1 Insert % of all tenancies in existence at any one time will be nominated by the Council.

7.2 An Allocation Panel consisting of members from the Care Provider, Anchor and the Council will consider nominations and tenancies during regular Insert (e.g. monthly*)* meetings (see clause 8.2). Exceptional panel meetings can be called at other times as required by the Parties.

7.3 Applications for tenancies may be made to either the Council or Anchor.

7.4 The panel will make decisions on the basis of need, irrespective of whose nomination it may be. The Care Provider will undertake its own care assessment of the individual in order to ascertain whether they can meet and deliver the assessed care needs. However, Anchor will retain the right to refuse an applicant with good grounds for justification where it is not considered that the scheme can cope with an individuals assessed level of housing and care need.

7.5 Each applicant will have their care needs assessed by the Council and the Care Provider prior to moving into the scheme.

7.6 Anchor will carry out its own housing risk assessment for each applicant prior to an offer being made at insert scheme name.

7.7 In order to facilitate void management, for lettings after the initial 2 week period, if no allocation is forthcoming from panel members within *5* days, Anchor will nominate applicants from its own housing register. Voids will be notified by the Anchor Scheme Manager to the Council via an agreed process.

**8. JOINT WORKING**

8.1 In order to deliver a high quality Extra Care Scheme it is essential that the housing and care functions operate in conjunction with one another.

8.2 To facilitate this, regular meeting will be held as follows:

 **Daily Briefing** – The Scheme Manager and Care Manager will hold a daily briefing so that each organisation is aware of what is happening at the Scheme.

 **Weekly Meeting** – The Scheme Manager and the Care Manager and Care Team will hold a weekly meeting to discuss any issues arising. To ensure the Care Team are fully aware of and follow Anchor’s policies and procedures, the Scheme Manager will utilise this opportunity by discussing the policies and procedures that have been issued to the Care Team and also referenced in the cooperation agreement (see Schedule 4) and this document. This meeting will be recorded and minuted.

 **Allocation Panel** – See Clause 7.2 of this Protocol.

 **Customer Meetings** – As agreed between the Scheme Manager and The Care Manager and held as and when required.

 **Operational Meeting** – When necessary, The Parties, including a relevant Local Authority representative, shall meet to review and monitor the Service provided at the Scheme.

8.3 Any issues that arise should in the first instance be dealt with by the Scheme Manager and Care Manager. In the case of a dispute that cannot be resolved by those two parties, the matter will be referred to the *Care Provider Manager* and the appropriate District Manager, employed by Anchor.

 In the absence of any resolution, the matter shall be further escalated to an operational meeting for the Parties to agree a satisfactory outcome and formulate an action plan for the Care Provider and Anchor to work towards to resolve the issue.

**9. COMPLAINTS**

9.1 All Complaints will be managed and recorded in line with Clause 9 of the Cooperation Agreement.

**10. HEALTH AND SAFETY**

10.1 All Parties will comply with Health and Safety procedures and standards as outlined in Clause 11 of the Cooperation Agreement.

**11. DATA PROTECTION**

All Parties will comply with their obligations to treat personal data in line with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (**GDPR**) as outlined in Clause 17 of the Cooperation Agreement.

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**DAY TO DAY RESPONSIBILITIES**

# Roles and Responsibilities

The Scheme Manager has a duty and right to

* Be kept informed of what is happening at the scheme
* Act as an Advocate on behalf of customers
* Monitor the service they receive from both the housing and care provider
* Ensure that services at the scheme are delivered in a coordinated way
* Deliver a local housing management and housing related support service to customers as outlined in the Housing Related Support Contract, if applicable, and Anchor’s tenancy Protocol.

The Care Team Leader has a duty and right to

* Be kept informed of what is happening at the scheme
* Act as Advocate on behalf of customers
* Monitor the appropriate delivery of care to customers
* Liaise with multi agency partners to ensure delivery of an appropriate service
* Deliver a care service in line with the Care Service Specification issued by the Council.

# Sharing of Information

The Scheme Manager and a member of the Care Provider’s team will communicate informally, at least on a daily basis, so that each is aware of what is happening at the scheme in line with clause 7 and 8 above and clause 17 of the Cooperation Agreement.

There will be an agreed method of communication between the Scheme Manager and the Care Team Leader. An ethos of information sharing, rather than compartmentalizing, will prevail. The Scheme Manager and the Care Team should be able to share information without compromising the confidentiality of both the customers and the Parties.

The Care Team will make the Scheme Manager aware of any changes to care packages and the Scheme Manager will update customer support plans and update Anchor Hanover on Call accordingly. Where appropriate the Scheme Manager and the Care Manager will jointly participate in the care and support reviews. However, customer’s rights to confidentiality will be respected and each organisation will hold its own records securely. Neither party should access these records without explicit consent by the other.

The Care Provider will brief Anchor on any Care Quality Commission inspections, reports and appropriate actions required. Anchor will provide appropriate support, if applicable, to the Care Provider to facilitate the successful outcome of all inspections.

# Alarm/ Call System/ Out of Hours

The Scheme Manager will respond to customer emergencies during their contracted working hours and will direct calls to the care provider as required. All calls will be directed to the Anchor Hanover on Call team when the Scheme Manager is not on duty apart from when there is an Anchor relief manager service.

All emergency numbers and procedures for all Parties will be clearly displayed for both Scheme Manager and Care Team. Any changes should be notified to all Parties immediately.

**Scheme Manager** **Absence**

Where the Scheme Manager is absent, building related issues will be handled by Anchor Hanover on Call.

If the call relates to a care issue and the Care Team is on site Anchor Hanover on Call will contact a member of the Care Team via an agreed contact method.

If the Care Team is not on site Anchor Hanover on Call will contact the emergency services and/or a family member/other designated person as agreed with the customer or a duty social worker if required.

# The Scheme Manager will ensure that the Care Team and customers are notified of all planned absences through verbal communication, newsletter, and notice board as well as more informal methods and will give them a full explanation of the role of Anchor Hanover on Call and how they can access the service.

All emergency numbers and procedures will be clearly displayed for both Scheme Manager and Care Team. This process will be reviewed regularly to ensure best working practice.

# Care Team Absences

A nominated member of the Care Team will be required to deputise for the Care Team Leader in their absence.

In the event of an unplanned absence, Anchor should contact the local Branch Manager or emergency out of hour’s service to report any absence or concerns.

The Care Team Leader will ensure that local Branch Manager, Care Team, Scheme Manager and customers are notified of all planned absences through use of communication book, newsletter, and notice board as well as more informal methods.

# Reporting of Repairs

Repairs will normally be channeled through to the Scheme Manager.

When the Scheme Manager is off site, non-urgent repairs will be referred to Scheme Relief. Urgent repairs will be referred to Scheme Relief or on to Anchor Hanover on Call as outlined above.

**Induction Training**

All existing and any new Care Team members will be required to attend a formal induction session, delivered by Anchor, for building issues and will be provided with relevant technical information which should address

* Use of Anchor Hanover on Call
* Fire Procedure
* Use of the Hand Set if required
* Access arrangements
* Building Security
* Emergency Procedures and Contacts
* Major Incident Reporting
* Key Issuing (Fobs and Locker keys)
* Smoking

Signed attendance of induction will be held both on care workers’ files and the Scheme Health and Safety file.

# Social Activities

# The Scheme Manager is responsible for facilitating activities within the scheme~~.~~

Care staff will assist customers to access activities as well as help them to participate if necessary.

Care staff are encouraged to assist the Scheme Manager with activities if they have the capacity in between attending to customers’ care needs.

Death

In the event of a customer dying, the Scheme Manager will lead the process, if on site, with the close co-operation and involvement of care staff. In the Scheme Manager’s absence, a nominated member of the Care Team will undertake this responsibility and inform the Scheme Manager at their earliest opportunity.

Missing Customers

In the event of a customer going missing, the Scheme Manager will lead the process, if on site, with the close co-operation and involvement of care staff. In the Scheme Manager’s absence, a nominated member of the Care Team will undertake this responsibility and inform Anchor Hanover on Call immediately. They must also inform the Scheme Manager at their earliest opportunity.

Use of Master Key

The master key will be issued to the Scheme Manager.

The Care Provider will not have access to the master key, unless it is specifically issued by Anchor Hanover on Call to the nominated Care Team member of staff in an emergency. The Care Provider must be aware of Anchor’s master key policy and comply with it.

 Subject to written permission from individual customers the Care Provider will hold duplicate flat keys in a locked cabinet at its onsite offices or in a key safe outside the customers’ flat as agreed with the customer.

Anchor will ensure that the Care Provider has appropriate access to all agreed communal areas/main entrances at each location at all times so that care staff can carry out their duties.

Collection of Medication

Each organisation will apply its own medication policy.

Service Users Finance

Each partner will apply their own policy.

Gifts and Gratuities

Each partner will apply their own policy.

Safeguarding

Each partner will apply their own policy, in line with insert Council name inter-agency policy in respect of Safeguarding.

Pet Policy

Customers may have pets in accordance with Anchor’s Policy.

Smoking Policy

Smoking of cigarettes or e-cigarettes is not permitted in any part of the building.

Smoking is not permitted in the rooms rented by the Care Provider for use as offices or staff rooms.

Fire Evacuation

All staff will apply Anchor’s policy, which will be communicated at scheme induction and displayed at the Scheme.

Scheme Manager will reset the fire panel when on duty. In the absence of the Scheme Manager, the third party should cooperate and follow the Anchor fire procedure which includes resetting the fire panel when appropriate.

Access to Scheme in Emergency

Anchor Hanover on Call will initiate access arrangements.