# SECTION 3: SPECIFICATION FOR CARE HOME OPPORTUNITIES

## 3.1 INTRODUCTION AND CONTEXT

Derby City Council intends to establish new contracting arrangements for all adult services from January 2020 and to call off standard and specialist provision from a framework list of providers determined at tender.

This specification sets out the key features of the services being commissioned by Derby City Council and should be read in conjunction with the Invitation to Tender Documents and contract terms and conditions.

The service to be commissioned is the provision of registered residential and nursing care to adults living in Derby City aged 18 and over. All services must be registered with the Care Quality Commission (or any successor statutory regulation organisation) and maintain registration during the life of the contract. There will be specific lots for standard residential care, nursing care and enhanced residential care. Providers may tender for each lot or selected lots.

Whilst there will be some instances where individual circumstances and therefore assessed need dictate otherwise, as a general guide, the standard residential care home contract will be for older peoples (aged 65+) provision. The Specialist Contract will be for adults (aged 18+) of working age, with mental health difficulties, learning disabilities and / or autism.

Appendix One (attached) details to Nursing Care component. Customer specific details (mental health / learning disability / autism) for the specialist contract will be added as part of the full procurement process at a later date.

Under this service, Residential Care and Nursing Homes will provide good quality care and support and accommodation and promote the independence of individuals where appropriate, supporting those suitable to move onto supported living settings. The service must be safe and effective and ensure that residents have a positive experience of the service provided.

Providers of services under this contract must comply with all CQC regulatory requirements, NICE guidance and other appropriate National and Local guidelines and relevant successor documents.

Providers under this contract must also ensure that the personal preferences, dignity and respect of the residents are maintained throughout and that the tailored support detailed in the My Self Assessment and any support plans are adhered to at all times.

 The overall policy of Derby City Council is to reduce the number of adults of working age

 in residential and nursing care and increase the number living independently in the

 community and in supported living settings. The council also requires providers to follow

 its principles of promoting independence and wellbeing, ensuring value for money and

 promoting choice and control.

See Putting People First in Derby - Your Life Your Choice

<https://www.derby.gov.uk/media/derbycityCouncil/contentassets/documents/adultsocialcare/ylyc/DerbyCityCouncil-yourlifeyourchoiceSocialCare-brochureMARCH16.pdf>

## CORE

The tasks and support to be undertaken are defined below however this list is not exhaustive nor necessarily be applied in all cases. The ITT will set out contractual requirements in detail and subsequent assessment and support documentation define individual need.

All services must be delivered as determined by the residential requirements of the Care Quality Commission and providers must promote the wellbeing of residents in line with the Care Act 2014.

Wellbeing in this context being defined as due regard to;

* Personal dignity
* Physical and emotional wellbeing
* Protection from abuse and neglect
* Choice and control by the individual over day to day life
* Social and economic wellbeing
* Domestic, family and personal relationships
* Suitability of living accommodation including spatial and sensory needs.
* Opportunities to contribute to society.

Listed providers will;-

* Promote self care by residents when this is difficult because of physical frailty or disability
* Maximise and support decision making opportunities
* Balance resident choice with duty of care
* Adhere to the self respect and dignity principles enshrined in the principles of the dignity challenge
* Follow the principles of the good dementia practice and the dementia friends initiative
* Follow the principles of Positive Behaviour Support
* Follow the principles of the STOMP edicts on medication usage
* Maintain a capable environment suitable for a residents assessed needs

Services provided within the care home are determined by the individuals My Self Assessment and underpinning support plans including personal preferences but will include;-

* A safe, accessible, manageable and comfortable environment to meet individual resident needs
* Heating lighting, hot water, laundry, furnishings, fitting and equipment
* A single room (unless the resident wishes to share)
* Full board (3 daily meals with snacks and drinks)
* Personal care and nursing where appropriate delivered in accordance with personal support plans, over 24 hours each day of the week.
* Engagement and meaningful care support and activities to meet the outcomes specified at the start of the placement and any subsequent reviews.
* Aids and equipment appropriate to meet health and safety requirement and to promote independence and meet individual needs and outcomes
* Use of assistive technology where appropriate to promote communication, decision making by the resident, respect, dignity, care independence and any other support requirements.
* Support to access to meaningful activities outside the care home.

Personal care may involve:

1. Direct assistance with or regular encouragement to perform tasks
2. Training in self-care skills
3. Assisting the Service User to get up or go to bed
4. Washing, bathing, hair care, denture and mouth care, hand and fingernail care, foot care (but not any aspect of foot care which may require a state registered chiropodist);
5. Management of urine bags etc.
	1. Assisting the Service User with:
	2. dressing and undressing;
	3. toileting, including necessary cleaning and safe disposal of waste/continence pads;
	4. electric shaving, make-up, dental and oral care, including dentures
	5. hair care

## THE TRANSFER OF UNDERTAKINGS REGULATIONS 2006 (TUPE)

The procurement process for this service specification does not itself raise TUPE implications and it is unlikely that the awards of contracts for new service agreements will be affected by TUPE.

Where existing service agreements or contracts are re-tendered this may give rise to a possible presumption that the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) 2006 regulations may apply in the event of any existing contract being awarded to a new Service Provider.

Each contract award via this procurement exercise will need to be judged on its own merits as to whether TUPE applies and any possible transfer will be a Service Provider to Service Provider transfer.

However for any possible TUPE transfer, the Council will not provide any warranty about the accuracy of information or the actual legal position and therefore the Council makes no representations about the applications of TUPE for any contract award. Tenderers will be advised to make their own enquiries by seeking independent professional legal advice on the consequences for them if they are the successful tenderer and the TUPE regulations do apply to any contract award.

## **IR35** (Intermediaries Legislation) AMENDMENT FOR OFF PAYROLL WORKING IN THE PUBLIC SECTOR

The law now requires public sector bodies to decide the employment status of persons they engage to provide services, or predominantly services, through an intermediary such as a personal service company or agency. The Council will decide the employment status prior to engagement using HM Revenue and Customs employment status tool, which can be found here -

<https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

If the Council decides the engagement is ‘employment’ Tax and Employees National Insurance will be deducted from the Service Providers invoice under PAYE.

## IMPLEMENTATION / CONTRACT TIMETABLE

Timescales and contract duration are outlined within the ITT documentation.

* 1. **SERVICE TIMESCALES**

The service is for the provision of 24/ 7 residential / nursing care 365 days per year as per CQC definitions. Person centred requirements for individuals placed in care homes under this contract will be specified in the Individual Agreement.

## WORKING METHODS AND CODES OF PRACTICES

The Council are required to provide services in compliance with legislative frameworks, national policy and guidance and as such, expects all its contracted service providers to comply with these and to address any future legislative and policy changes that may arise.

Providers must be registered with the Care Quality Commission which defines the standards and working practices for residential and nursing care.

**Behaviours that 'Challenge'**

Adults of Working Age with complex needs, supported under this contract may have, at times, behaviours that are considered to be "challenging", and Service Providers will be required to demonstrate how they can minimise its impact by developing positive work with individuals. Derby City Council has a commitment to the implementation of a positive behaviour support model including full organisational and manager accreditation, and staff training in line with the National Service Model and the Derbyshire Transforming Care Plan standards is essential and will be monitored for the duration of the Framework. See also:

* *‘The National Service Model’* <https://www.england.nhs.uk/wp-content/uploads/2015/10/ld-serv-model-oct15.pdf>
* *Transforming Care Plan* <http://www.northderbyshireccg.nhs.uk/transforming-care-plan>
* ‘*Guidance on best practice on Challenging Behaviour’* Learning Disabilities and Challenging Behaviour <https://www.nice.org.uk/guidance/ng93>

All providers listed under the proposed framework will be also expected to adhere to the Derby City Council Safeguarding policy and procedure details of which can be sourced here. <https://www.derby.gov.uk/health-and-social-care/safeguarding-adults-at-risk/safeguarding-vulnerable-adults/>.

Policy and procedure on Deprivation of Liberty and the Mental Capacity Act which providers must also follow can be found here <https://www.derby.gov.uk/health-and-social-care/safeguarding-adults-at-risk/>

Other relevant legislation (and all subsequent guidance) includes the;

* Mental Health Act (1983 amended 1987)
* Care Act 2014
* Autism Act 2009
* Health and Safety at Wok Act 1974
* Equality Act 2010
* Human Rights Act (1998)
* Data Protection Act 2018
* Health and Social Care Act 2008: Code of Practice on the Prevention and Control of Infections (July 2015)
* The Mental Capacity Act Code of Practice (2007)
* The Mental Health Act Code of Practice (2015)
* The Deprivation of Liberty Safeguards (DoLS) Code of Practice (2008)
* Health & Safety At Work Act 1974
* Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations (1995) (RIDDOR)

**The Care Act**

Under the 2014 Care Act the Council has a new duty to support to all Service Users, whether they fund them or not. Should any Service Provider need to permanently cease a service, or have to cease for a period due to unseen circumstances, they will be required to work closely with the Council in identifying Service Users and their families so the Council can help source alternative provision on a temporary or long term basis depending on if the nature of the closure.

**Mental Capacity Act**

Service Users should have choice and control over their own health and care services; it is they who should make decisions about every aspect of their life. There is a need to ‘shift the balance of power’ away from more paternalistic services which are ‘doing to’ rather than ‘working with’ people, to a recognition that individuals, their families and carers are experts in their own lives and are able to make informed decisions about the support they receive.

Any decisions about care and support should be in line with the Mental Capacity Act. People should be supported to make their own decisions and, for those who lack capacity, any decision must be made in their best interests involving them as much as possible and the views of those who know them well, who make up their ‘Circle of Support’. (<https://www.derby.gov.uk/health-and-social-care/your-life-your-choice/support-from-adult-social-care/needs-assessment-by-social-services/>

Providers should also follow the recommendations of;-

* LEDR and the Confidential Inquiry into the Premature Deaths of Adults with Learning Disabilities
* Building the Right Support
* Revised DHSC National Autism Guidance 2019
* STOMP / STAMP
* NHS Long Term Plan and subsequent Guidance 2019
* National Framework for NHS Continuing Care and NHS Funded Care
* NICE Guidelines relevant to the customer group supported.

 **Dignity**

Providers are asked to commit to applying for the Dignity in Care Award to promote dignity and respect to vulnerable people who receive care and support. The Dignity in Care campaign has the potential to support Providers to meet the Dignity requirements within this contract. Further information can be found at:

<https://www.derby.gov.uk/health-and-social-care/your-life-your-choice/support-from-adult-social-care/dignity-in-care/>

<https://www.derbysab.org.uk/dsab-subgroups/customer-inclusion/dignity-award/>

The Provider will ensure that Service Users are treated with respect at all times and will ensure their personal sense of significance is enhanced. To achieve this, Providers should undertake activities to ensure:

1. The Customer feels confident that the service will assist in the improvement of identified aspects of their day to day lives;
2. The Customer is confident that their dignity with regard to religious and cultural beliefs is respected
3. Care workers will assist customers personal care with discretion and in such a way that dignity is maintained and that wherever possible, the carer takes direction from the customer
4. The Provider shall have a written policy on how it will safeguard the Customer’s right to privacy and confidentiality. The Service Provider shall ensure that all staff are made aware of this policy during induction and on-going training.
5. Each Customer should be assisted in such a way so that any distress or discomfort is avoided or minimised, paying due regard to his/her health, safety and dignity and encouraging the development of personal skills and the exercise of choice and control.
6. As well as specific personal care tasks, the Provider should make it a clear and acceptable aspect of the work of their staff that part of the personal care task is for staff to spend time talking to, relating with, and understanding the lives of Customers.
7. The Provider should carry out in regular audits regarding the maintenance of dignity for their customers

**Equality and Diversity**

The Council is committed to advancing equality of opportunity and providing fair access and treatment in employment and when delivering Services. We will work to deliver our commitments by tackling inequality arising out of age; disability; gender re-assignment; marital status and civil partnership; pregnancy and maternity; race; religion and belief including non-belief; sex or gender; sexual orientation; and other forms of disadvantage such as rural deprivation and isolation. Our policy applies to every Councillor, manager and employee of the Council and any other person or organisation employed by the Council to work or to deliver Services on its behalf, including those employed through contractual, commissioning or grant-aided arrangements.

It is the responsibility of the Service Provider to actively meet the requirements of the Equality Act 2010 and Derby City Council (DCC) responsibilities under the Public Sector Equality Duty by paying due regard to:

* eliminating discrimination, harassment, and victimisation and any other conduct that is prohibited by the Equality Act
* advance equality of opportunity
* foster good relations between people who share a relevant protected characteristic and those who don’t.

Having due regard means the Service Provider needs to:

* remove or minimise disadvantages suffered by people due to their protected characteristics
* take steps to meet the needs of people with certain protected characteristics where these are different to the needs of other people
* encourage people with certain characteristics to participate in public life or in other activities where the participation is disproportionately low.

DCC also expect the Service Provider to:

* capture effective data collection on employees and service users and analyse these statistics
* produce equality impact assessments on policies, procedures and services that may have an impact on service users or the service as a whole
* provide one or more equality objectives at least every four years

The Duty and this specification requires the Service Provider take into account disabled people’s impairments, when making decisions about policies and services, as the law recognises that disabled’s people’s needs may be different from the needs of non-disabled people. This might mean making reasonable adjustments or treating disabled people better than non-disabled people to meet their needs.

All staff employed by the Service Provider will recognise and respect the religious, cultural and social backgrounds of service users in accordance with legislation and local and national good practice.

The Service Provider will ensure that it has access to appropriate translation services/resources to enable equity of access and understanding.

The Service Provider will recognise and make provision for cultural and religious needs such as prayer time and specific food preparation (e.g. Halal).

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|  **Staffing**  The Service Provider will:1. Ensure that all staff have the necessary training, skills, competencies personal qualities and attitudes, and supervision to enable them to meet Customers’ needs.
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| 1. Conduct regular reviews of staffing levels and resources to ensure they have sufficient numbers of suitable staff to deliver the service.
2. Provide self-reported information about staffing levels to representatives of the Council on a regular basis as part of contract management, and on request where necessary
3. Provide self-reported information about staff training completed, including any significant risks or omissions, to representatives from the Council on a regular basis as part of contract management, and on request where necessary
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| 1. Ensure all managers of the service will be suitably experienced and/or qualified in order to effectively run the Service. It is expected that the manager responsible for overall day to day management of the service will hold a Level 4 in care or another recognised equivalent qualification and an appropriate management qualification, e.g. Level 4 in Management or Certificate in Management or equivalent.
2. Provide continuity of support staff wherever possible to support Customer outcomes
3. Communicate to the Customer where there are planned changes to the Service delivery

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| The Service Provider ensures that there is continuity in relation to the support worker(s) who provides the Service to each Customer. Workers will only be changed for legitimate reasons, e.g. 1. Sickness, annual leave, training or worker leaving the organisation
2. The support needs of the Customer change and usual worker does not have the necessary skills to provide the Service
3. The usual support worker is unavailable for changed times or additional hours
4. The Customer makes a request to a change of support worker. Where there is no agreement that the request is ‘reasonable’, the case will be determined by The Authority, taking into account the Customer’s stated reasons and the support plan.
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| 1. Each Customer is allocated a key worker from the group of support workers allocated to provide the service for them. Key working will involve
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| * Regularly contact with to deliver support to the Customer.
* Developing relationships with Customers for whom they act as key worker.
* Consulting with the Customer on issues relevant to them, recording information, and providing feedback to the line manager as appropriate.
* Facilitating communication between the Customer and their carer(s) and The Authority (e.g. care management/social work staff, care coordinators).
* Participation in care management reviews as directed by a line manager.

**Accessibility**The Service Provider will ensure that it takes into account the range of communication skills and abilities of the Service User population when recruiting and training staff, to ensure that no Service User is excluded from accessing the Service. |

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## QUALITY AND PERFORMANCE STANDARDS

The quality of the service will be demonstrated by its ability to deliver the Individual Service User outcomes, defined within the Individual Person Agreement in a safe and sustainable way that demonstrates value for money for the Service User and the Council.

The Service outcomes are formed from the Authority's "My Self Assessment", and risk and support plans that the Service User is supported to develop with their circle of support. The main outcome domains are:

 Q1. Meeting Personal Care Needs

Outcome: Service User feels they are personally clean and comfortable and look presentable or, at best, are dressed in a way that reflects their personal preferences and that their health and well being is enhanced.

 Q2. Keeping Myself Safe

Outcome: Service Users feel safe inside and outside their home. Staying safe can mean different things to different people.

 Q3. Eating and Drinking

Outcome: Service Users feel that they have a nutritious, varied and culturally appropriate diet with enough food and drink that they enjoy at regular and timely intervals.

 Q4. Making Decisions and Organising Life

 Outcome: Service Users can choose what to do and when to do it, having control over their daily life and activities.

 Q5. Being Part of the Community

 Outcome: Service Users are content with their social situation, have meaningful relationship with friends and family and feel involved or part of the community.

 Q6. My Role as Parent or Carer

 Outcome: I am able to play my full role as parent or carer.

 Q7. Running and Maintaining My Home

 Outcome: Service Users are able to run and maintain their homes.

 Q8. Work and Learning Opportunities

 Outcome: Service Users feel sufficiently occupied in a range of meaningful activities whether formal employment, unpaid work, caring for others

 Q9. Managing my Actions

 Outcome: The Service Users actions are safe and appropriate

 Q10. Family Carer and Informal Support

 Outcome: Family and informal support are maximised and are complimentary to paid services.

**Quality assurance procedures that the Service Provider must comply with include the following:**

* the Council will seek evidence through monitoring the Service, that the delivery of Services is focussed on flexible care and support and the outcomes from individuals’ social work assessment in lines with this specification.
* Service Providers will be required to permit access to any employees of the Council, or agents working on their behalf, and to facilitate access to records in accordance with the quality assurance and contract monitoring requirements of this contract
* Service Providers will be required to undertake a self-assessment audit return on at least an annual basis
* thematic monitoring/audit visits carried out by Derby City Council in relation to the standards stipulated
* monitoring and compliance meetings
* financial reporting- including the requirement of the Service Provider to report on any financial difficulties which may result in the non-delivery of the Service in full or in part
* Duty of Candour – including the requirement of the Service Provider to report on any other difficulties or risks inherent in the delivery of this Service which may result in the non-delivery of the Service in full or in part
* reviews of care or support packages including feedback from key stakeholders including the Service User and social care worker
* Derby and Derbyshire safeguarding adults policy and procedures
* medication reporting where appropriate
* Service Providers must be responsive to Service User’s daily changing circumstances and complete accurate recording
* Service Providers must meet the outcomes of assessments/care plans.
* Service Providers must maintain any registration and compliance with CQC standards
* Service Providers must remain compliant with other statutory requirements, such as Fire Safety and Environmental Health
* attendance at Provider Forums
* compliance with Derby City Council’s requirements for future electronic monitoring reporting

**Assessment Process**

* DCC will require Service Providers to complete an annual assessment audit
* DCC will require details of the management structure
* feedback from people, carers and family members
* quality assurance visits, compliance meetings, reviews, response to safeguarding and complaints, timely incident reports and action plans
* Evidence of service user outcomes base upon review of My Self Assessment document (or subsequent social care assessment) and / or support plans.

**Staffing Requirements**

* employees must comply with minimum training requirements to ensure a safe delivery of Service to meet the individual outcome focussed care plan
* adhere to recommended standards of training as specified by Skills for Care
* where CQC registration requirements are relevant, a registered manager must be in place
* Service Providers will be required to ensure safe recruitment processes have been followed, which includes a new DBS check, references will be checked, ensuring a full induction and training programme to enable employees to deliver Services to the standards required in this specification
* evidence of contingency planning

## PERFORMANCE TARGETS AND REPORTING

* positive behaviour and risk management plans
* evidence of one-to-one support provided directly to People
* performance related to CQC if appropriate
* evidence of working towards Derby City Council’s Dignity Award
* joint working with local statutory and non-statutory Service Providers in the locality where this adds value and supports Service User outcomes
* evidence of the Health and Well-being of people being supported in a pro-active way
* evidence of general maintenance and a programme for future maintenance
* evidence of complaints and resolutions
* continued knowledge gathering and information sharing with Service Users regarding issues and relevant opportunities in their local area

The Service Provider will attend contract management meetings with the Council on at least an annual basis or more regularly as determined by the volume, complexity, risk rating, or other Service factors as determined by the Council.

The Council will conduct inspections on at least an annual basis or more regularly as determined by the volume, complexity, risk rating, or other Service factors as determined by the Council. The Council may conduct these inspections through any designated officer and these inspections may be conducted jointly with other statutory bodies as per the needs and interests of the Service Users concerned.

## INTERFACE WITH OTHER SUPPLIERS / SERVICE PROVIDERS

Service Providers are expected to work in partnership with a wide range of statutory and non-statutory partners in order to meet the needs of Service Users.  Service Providers are expected to build and develop relationships with partners based on the needs of their Service Users. This will include:

* NHS Health Services,
* Police and other statutory agencies
* family members, informal carers and with other organisations that support the Service User’s outcomes

Day to day contact regarding individual residents or prospective resident's needs should take place between the provider and the nominated lead social worker in the Individual Agreement. Discussions relating to overall contract monitoring and fee arrangements should take place with the nominated Commissioning Manager in the DPS contract. Providers will also need to maintain effective communications with Derby City Safeguarding leads and with health bodies in the resident's interest.

Where there is a requirement to share personal data and information, Information Sharing Agreements will be developed where applicable. See 3.11 CONFIDENTIALITY - Data Protection below.

**Sub Contractors**

No sub-contractors will provide any element of this Service unless agreed in writing by the Council prior to the sub-contractor starting work. The Service Provider will notify the Council of any sub-contractor currently delivering any part of this Service on its behalf detailing individually the name of the subcontractor organisation, the percentage of Service being delivered and its cost. The Service Provider shall furnish a statement of how its staffing structure will be made up in relation to employees; agents or consultants; and volunteer staff if requested by the Council.

## CONFIDENTIALITY

**Information Sharing and Data Protection**

People have a general right to independence, choice and self-determination including control over information about themselves. In the context of adult safeguarding these rights can be overridden in certain circumstances.

Emergency or life-threatening situations may warrant the sharing of relevant information with the relevant emergency Services without informed consent. The Service Provider and any associated organisations will sign up to Information Sharing Agreements/Data Processing Agreements as part of the pre-contract / contract initiation period.

The law does not prevent the sharing of sensitive, personal information within organisations. If the information is confidential, but there is a safeguarding concern, sharing it may be justified.

The Service Provider and its staff shall comply with Data Protection Act 2018, the General Data Protection Regulations 2016 and article 8 of the Human Rights Act (the right to privacy) and any subsequent legislation that is applicable during the course of the agreement.

As a minimum this means:

**•** Service Users are informed of how their personal data will be processed;

**•** staff will not share information about Service Users outside of the workplace;

**•** records will be accurate and kept up to date;

**•** Service Users will have a right to access to information held about them;

**•** personal tasks will be carried out in complete privacy;

**•** personal data will be kept secure at all times;

**•** any disclosure of personal information must be done securely;

**•** personal data will not be collected that is not required for the provision of the

Service.

The Service Provider shall have a Data Protection policy that governs conduct of staff and volunteers to ensure personal data is kept secure.

The Service Provider will ensure that the staff that provide this Service are aware of their responsibilities under the Data Protection Act 2018. The Service Provider will ensure that new staff receive training on this as part of their induction and receive refresher training on their responsibilities under the Data Protection Act 2018 at least every two years.

The Service Provider will ensure signed confidentiality agreements are in place for all members of staff working on the contract.

The Service Provider will ensure appropriate security procedures are followed to protect the personally identifiable information belonging to Service Users when making referrals or communicating on their behalf.

**Record Keeping**

The Service Provider shall ensure proper records are maintained and made available to the Council, including but not limited to:

* person centred care and Support Plans;
* risk assessments and capacity assessments;
* preparing reports for and attending Service User reviews;
* staff rosters;
* details of all staff employed and staff changes;
* staff records including training and induction;
* records of all accidents/incidents involving staff/Service Users with follow up risk assessments and records of actions taken.

## REPORTING / CONTRACT MONITORING

Details of the structure of contract reporting and monitoring are set out in 3.8. Care Home providers are required to engage with the council's electronic management system as per Section 3.18 to support contract reporting and monitoring.

Providers are required to complete contract and are required to engage in Quality Assurance activities as detailed in 3.7.management requirements

## PROBLEM SOLVING

The Service Provider will work collaboratively with the Council, and other partners and Service Providers where relevant, to ensure that any difficulties in Service delivery are resolved as soon as is practicable to support Service Users.

The Service Provider will have a complaints policy that is accessible and promoted to Service Users, including provision for feedback to be provided to Service Users and other relevant stakeholders. This policy will ensure that complaints and feedback generate lessons learnt and continuous improvement.

Where there are complaints relating to the Accommodation aspect of the Service, and the complaint measures fail or the response is not satisfactory, individual Service Users will have recourse to the Housing Ombudsman. The Housing Ombudsman states that they will discuss the reasons for any non-compliance with a Registered Provider. The Ombudsman will then produce a special report setting out the reasons for non-compliance and the action being taken. The report is sent to the Registered Provider’s board or scrutiny body, published on the Ombudsman’s website and shared with the Regulator of Social Housing. The Service Provider should supply a copy of the report to the Council.

If the Service Provider fails to deliver part or all of this Service specification, the Service Provider will inform the Council at the earliest opportunity of any difficulties arising. The Council will work with the Service Provider to identify improvements to be made; the Service Provider must demonstrate evidence of improvement within agreed timescales.

The Council will enact Derby’s Multi-agency Provider Failure policy and protocols where presenting risks dictate and the Service Provider is expected to engage fully with this policy and related requirements.

Failure to deliver the Service in line with the Service specification and Terms and Conditions may result in a breach notice being put in place. The Council reserves the right to terminate the contract in the event of serious breaches impacting on Service User or public safety.

## TRAINING

**Workforce Development**

Service Providers must create an account and provide their workforce data to the Skills for Care Adult Social Care – Workforce Data Set (ASC-WDS) formerly known as the National Minimum Data Set for Social Care. This online database holds data on the adult social care workforce and is the leading source of workforce intelligence holding information on around 25,000 establishments and 700,000 workers across England. Access to the ASC-WDS will enable the Service Provider to access opportunities for funding for development from Skills for Care. Derby City Council’s Workforce Learning and Development Section will provide support to set up an account if needed.

Service Providers must ensure that all staff, including any agency, students, or voluntary staff, have access to and complete:

* training on all areas required by legislation, local policies, the Council and Care Quality Commission, that is applicable to the Service
* person specific training requirements required to deliver the personalised support for Service Users as specified in their My Self-Assessment, Support Plans and Individual Service Agreements.

The Service Provider will ensure that all staff will receive appropriate; regular, paid training, and refresher training to carry out all aspects of their role In relation to some areas to meet legal requirements, for example, Assisting and Moving, First Aid, this training must be competency based. The Service Provider will:

* ensure that staff have the necessary training, skills, competencies, personal qualities and value base to enable them to relate well to Service Users.
* conduct regular reviews of staffing capacity and capability to ensure they have sufficient number of suitably trained and experienced staff to deliver the Service.
* ensure all managers of the Service are appropriately experienced and qualified in order to effectively run the Service. it is expected that the manager responsible for overall day to day management of the Service will hold a level 5 qualification in care or another recognised equivalent qualification and an appropriate management qualification, e.g. level 5 in management or certificate in management or equivalent.
* ensure provision of a structured induction process for all new staff, including completion of the skills for care, care certificate that is linked to national standards, is completed by all new staff, and a basic training programme for staff or volunteers appropriate to the needs of the Service User group, before working unsupervised with Service User.
* carry out a training needs analysis for each new member of staff and this will be incorporated into the staff training and development plan.
* ensure that staff are only working with Service Users for whom they have been trained to provide care and support for.
* review the training needs of each staff member at least annually to identify when refresher and training updates are required. this will be incorporated in the staff development and training programme.

The Council’s own Adult Workforce Learning and Development training courses are available to the Service Providers' staff, as a partner agency working with the Council and can be found at <http://www.derby.gov.uk/health-and-social-care/your-life-your-choice/support-from-adult-social-care/training-courses/>.

This webpage also indicates that such courses are open to all Social Care staff whether they are employed within the Council or within the Private, Voluntary and Independent Sectors (PVI) with some of courses offered free of charge.

The Service Provider will ensure that Staff have received and understood how to apply the core training set out in the list below.

* Equalities and Diversity awareness
* First Aid Competency based update every 3 years
* Food Hygiene (update every 3 years)
* Health & Safety to meet current legislation
* Safeguarding Adults (update every 2 years)
* Risk Assessment and Management
* Mental Capacity Act (update every 2 years)
* Information Governance/ Data Protection + Record Keeping
* Person centred planning (a requirement for all staff carrying out assessments )

This list should not be seen as an exhaustive list, the Service Provider, or the Council may identify additional training that supports the delivery of the Service to particular Service User groups as follows:

* Duty of Care
* Dignity in Care
* Managing Medication - Competency based updated every two years
* Communication Skills – verbal and non-verbal
* Communication for Service Users with Sensory Impairments
* British Sign Language and other languages where required
* Assisting and Moving Competency based updated every two years
* Understanding Challenging Behaviour Competency based update annual review
* Providing Personal Care
* Understanding long-term conditions
* Safer Handling
* Infection Prevention and Control
* Delirium in Dementia and Understanding Dementia
* Falls Prevention and Management
* Conflict Management/ resolution training
* Physical intervention and restraint reduction
* Promoting independence
* End of Life care
* Choice and control
* Fluids and Nutrition
* Basic Life support
* Common co-occurring medical conditions
* Tissue viability
* Continence
* Mental Health Awareness
* Catheter Care
* Infection prevention and control
* Legislative contexts
* Positive behaviour support and management
* Advocacy
* Power of Attorney and Court of Protection
* Deprivation of Liberty
* Training around requirements of particular , e.g. Care Act, Autism Act etc. that is appropriate for the Service Users who are supported by the Service

The Service Provider will supply, on request:

* a copy of their current induction and basic training programme.
* a copy of their current staff training record that shows: what training all their staff have received, the dates they received this training, when this training needs to be renewed and detail of what the training comprised, e.g. was it classroom training, or on line, how long the training was, who provided the training and what the outcomes for the training are.

The Service Provider will additionally be required to have the following systems in place:

* a system for induction and equal opportunities training for all staff.
* a health and safety policy and training plan inclusive of all areas deemed necessary to work safely within different settings.
* risk management policy and procedures.
* the Service Provider will ensure that all operational staff have received adequate training in Safeguarding and fully understand and comply with the Derby City Adults and Children’s Safeguarding policy and procedures.
* the Service Provider will ensure that all operational staff have access professional supervision on at least a monthly basis to ensure quality and consistency of Service.
* each member of staff will have a personal and professional development plan/portfolio that is assessed, implemented and evaluated on an annual basis. Documentary evidence of this may be requested by the Council.
* the Service Provider will allow staff to have the opportunity to attend appropriate further training.
* the Service Provider will consider what support, supervision; training and progression opportunities are proportionate to volunteers and experience by experience within the Service and demonstrate evidence of their organisational policy with regards to this.

The Service Provider will report on their practices around staff training and appraisal as part of the contract monitoring process.

## REVIEW OF PROCEDURES / CHANGE

If the Council is required to change the Service being delivered due to changes in legislation, consultation with Service Providers will take place with an agreed variation to services.

All proposed changes will be implemented by the process outlined in the terms and conditions supporting this Service Specification.

## INPUTS, OUTPUTS AND OUTCOMES

Person centred outputs and outcomes for every resident will be defined on the Individual Agreement which forms the contract between the Council and Provider for each resident. These are to be delivered within the context of the overall contract and the quality and performance standards detailed at 3.8.

Support provided will be accountable to individual Service Users, or where shared delivery of Support is provided there will be clear accountability of any apportioning of shared Support delivery and a clear audit trail provided as to agreements of shared provision including:

* How this has been agreed and by whom
* How this will be recorded and accounted for to support an audit trail
* What will be delivered to whom and for what intervals
* What review process will be in place to support decision making about future delivery

Service Providers will not change the amount of Support to be delivered to the Service User – whether on an individual or shared provision basis without the prior agreement of the Council or Multi-Disciplinary Team unless pre-approved tolerances have been explicitly agreed.

Service Providers are required to record and report on any Support hours that have not been used, and any increases or decreases in needs – communicating these to the Council to support reviews at agreed intervals and on no less than a monthly basis.

Providers will be required to evidence how outcomes are being met as part of the Quality Assurance requirements of the Service.

**Assessment and Support Planning**

The needs of each Service User will be identified through a statutory social care assessment completed by the Council in conjunction with the Service Users and their families and carers. This document is currently called 'My Self-Assessment'. Risk assessments will also be produced where appropriate.

All personal Support Plans must identify how their outcomes will be met and set out the outcomes to be achieved.

When Individual Service Requests are shared with Service Providers they will include: My Self-Assessment; Support Plan and risk assessment if appropriate.

The Individual Service Request form will contain Service User details and will include anonymised information detailing what support is required and may include information such as:

* hours of support needed and when
* specific tasks to be delivered
* individual outcomes and needs to be met
* preferences around delivery

Service Providers will be expected to work with the Council and Service Users to decide how the Service User’s desired outcomes will be met.  Service Providers who have been selected to provide the Service will be required to develop Support Plans.

**Support Plans**

The Service Provider will be required to complete an individual support plan, which is fully developed and discussed with the Service User, their carer, and any other professional as appropriate. This will be in line with agreed outcomes and how these are to be achieved.

Specific outputs and outcomes will be defined by Service Users and their individual needs in respect of establishing and maintaining the tenure of their accommodation. Inputs will be defined within tenancy agreements or licences to occupy.

These Support Plans will be reviewed as necessary but not less than annually. Service Users’ outcomes are delivered using person centred approaches, designed around Service User’s wishes and lifestyle, promoting the Service User’s awareness of their entitlement to their rights, inclusion, choice, and independence within society.

Support Plans ensure that for each Service User that their disability, gender, sexual orientation, cultural and religious needs are taken into account in any support arrangement. The care and support plan will refer to means of empowering, facilitating choice, regaining or acquiring skills and/or maintaining existing skills. It will clearly define the Service to be provided, showing how the Service will be delivered to meet assessed need, promote independence and support Service Users to live a fulfilled life, making the most of their capacity and potential. This will include but is not limited to:

* how the Service User wishes to be addressed
* outcomes to be achieved and what the Service User will be able to do as a result of the Service provided
* any specialist equipment needed
* what actions will be taken, by when and by whom, to ensure the outcomes are achieved
* the date when the care and support plan will be reviewed by the Service Provider with the Service User
* how health and/or social needs will be met
* how any personal care will be provided, and by whom
* how cultural and spiritual needs will be met
* how social and community engagement needs will be facilitated
* how any special communication needs will be met
* arrangements for taking medication
* how any special dietary needs/preferences will be met
* the next of kin and emergency contact numbers
* a risk assessment
* the Service User’s named key worker
* who should be involved in care reviews
* key contact details e.g. district nurse etc.
* advance directives, where appropriate

## SOCIAL VALUE, COMMUNITY BENEFITS AND LOCAL ECONOMY

Social value expectations are embedded within this Service specification and will be implicit in Individual Service Requests as the key measurement of success will be good Service User outcomes. The Service Provider will be expected to consider how best to maximise social value for individual Service Users through mechanisms which may include:

* supporting Service User to access community and universal support at an early stage in line with their individual needs (for example voluntary, community and faith sector networks, debt advice; advocacy; mainstream activities; leisure opportunities, social networks) to promote independence and reduce demand for more costly statutory interventions
* considering how peer support and Service User engagement can be developed as part of the Service where applicable and appropriate.
* considering seeking external funding as appropriate to further the aims and objectives of the Service.
* considering ways that the local economic benefits including the development of employment opportunities, apprenticeships, volunteers and upskilling Service Users through wider learning and development opportunities for the community
* considering how you can generate value to the local supply chain.
* considering how you can promote fairness and equality.
* considering how you can improve health, wellbeing and support for staff and volunteers.
* considering how you can minimise the environmental impact to the local community when delivering these Services.
* considering how you can improve the capacity and sustainability in the voluntary and community sector.
* considering other ways that the Service can offer additional social value in the delivery of the Service.
* recording and reporting on social value gained regularly to the Council through contract management.

## USE OF INFORMATION TECHNOLOGY

The Service Provider will have access to appropriate IT software in order to deliver the requirements of the Service. This will include modern technology such as use of Microsoft Office (or equivalent, as long as it is compatible with Microsoft Office), email, ability to send and receive electronic communications securely.

Where staff / volunteers operate outside the office environment the Service Provider will ensure staff have appropriate technology to ensure their safety.

The Council is planning to develop its use of electronic monitoring and/or accounts systems to support the effective management of Services.  Service Providers will be required to work with the Council to develop and implement deliver methods of electronic monitoring and / or accounts systems that are compatible with the Council’s systems and requirements.

Service Providers are expected to engage with the Council’s electronic systems as a requirement of this Service. This will include, as a minimum, the requirement for providers to update the Council’s Provider Portal to enable good communication about any changes to staff or circumstances that may affect the Service. This will facilitate timely and accurate payments to be made.

**Invoicing and Payments**

The Service Provider will invoice the Council for Support or Care provided on a monthly

basis with a consolidated invoice, which shall be paid in arrears. The invoice shall provide a

breakdown of the Service provided per Service User.

Invoices will be submitted electronically in a format agreed with the Council through the Council’s Provider Portal.  Providers will be required to register on this Portal as part of the invoicing process.

## RISKS / BUSINESS CONTINUITY / EXIT STRATEGY

**Business Continuity and Risk Management**

The Service Provider will have a business continuity plan and keep this updated. The business continuity plan shall refer to all elements required to perform the Service specification and as a minimum have the following:

* ICT – all contract and personal data is backed-up on separate secure server.
* ICT – all data is protected by appropriate firewalls and antivirus products that are updated as per the supplier's recommendations.
* Staff – the Service Provider has plans in place to ensure staff cover is provided in the event of sickness, annual leave, strikes, staff leaving and any other events that could lead to a Staff shortage.
* Building/Accommodation – the Service Provider shall have plans to relocate staff or Service Users where the accommodation they work or reside in is not fit for purpose.
* Supply chain – the Service Provider shall plan for supply issues in its supply chain and ensure it has alternative means of accessing the goods and services it requires.

The Service Provider shall upon the Council's request provide the business continuity plan and any other risk management strategies documents relating to the performance of this Service, either initially as part of the Individual Service Request or at an agreed interval as part of the Contract Initiation period.

The Service Provider shall provide the Council with an early warning alert in the situation where the provision of the Service could be compromised.

**Risk Management and Capacity – Service Users**

The Service Provider shall ensure that full and comprehensive risk assessments take place where required or needed and that a system is in place to review all such assessments in a planned way. The Service Provider’s staff shall be trained in order to recognise situations where a risk assessment or a capacity assessment is required, or may need to be reviewed. Significant changes in an individual’s circumstances shall be reported to the Council (and the Social Worker) involved by the Service Provider to ensure that safe support arrangements are reviewed and maintained.

The Service Provider shall work with professionals and experts as required including giving full consideration of risk assessment information provided by the Council for Service Users.

The Service Provider will notify the Council if there are business risks, including financial and management difficulties that may impact upon the continued delivery of their Service for the Council.

**Exit Strategy**

Towards the end of any contract, the Service Provider will assist in any handover of Services, as appropriate, and in a reasonable, positive and timely manner that offers maximum support and positive outcomes for people using the Service at no extra cost to the Council.

Service Providers are expected to adhere to the Council’s Provider Failure Policy and Procedures as and when these are relevant and appropriate.

Failure to deliver this Service in full or in part presents a risk that Service User’s eligible support needs are not met resulting in risks to the Service User, their social networks, the Service Provider’s staff, and potentially the public.

Any risks identified by the Service Provider in the delivery of this Service in full or in part must be reported to the Council at the earliest opportunity to ensure continuity of Service delivery and to minimise risks as above.

Should the Service Provider wish to end the tenancy (or licence where applicable) for any reason, the Service Provider will assist in any handover of services, as appropriate, and in a reasonable, positive and timely manner that offers maximum support and positive outcomes for people using the Service at no extra cost to the Council.

The Service Provider is expected to alert the Service User and the Council of any reason for the end of the Service being delivered, providing clear information about timescales in a way that support a safe transition and contingency planning. Notice periods within tenancy or licence agreements will need to be adhered to.

Notice periods must be adhered to when a Service Provider is unable to meet the requirements of the Service delivery in the future. Where the Service Provider has identified the inability to meet multiple Service Users’ needs (for example within a shared support provision) the Service Provider must give additional notice beyond individual notice period in recognition that additional time will be required by the Council to find a suitable alternative Service Provider.

The Service Provider will work alongside alternative Service Providers and support transfer arrangements to future Service Providers where it is in the Service User’s best interests. The Service Provider will ensure that any transfer arrangements are conducted in a manner which is Service User-focussed and are supported by appropriate information sharing or other agreements/ protocols.

## LOTS

1. The provision of standard residential care, support and accommodation as per the requirements of the Care Quality Commission. This is primarily for older people, older people with dementia.
2. The provision of Nursing Care requiring the 24 hour on site presence of Registered Nurses as per the requirements of the Care Quality commission.
3. The provision of Specialist Residential care, support and accommodation for adults of working age with mental health difficulties, learning disabilities and / or autism. It is to be expected that individuals will have complex needs who my present behaviours that challenge.

## INSURANCE

## The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

### public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims;

### employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;

### professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

### product liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims.

Other insurances, and their levels, will need to be considered by the Service Provider in line with regulatory standards and guidance according to the type of Service provided.

**APPENDIX ONE: NURSING CARE**

**Introduction**

This appendix clarifies the requirements for Care Homes with Nursing which are in **addition** to the general requirements described in the main body of the Contract.

**Service Description**

Under this service Care Homes with Nursing will provide care for clients whose primary need is for accommodation and ‘social care’, but nevertheless have needs which normally require access to a registered nurse over a 24 hour period.

Where assessed as eligible, clients in Care Homes with Nursing will receive a Funded Nursing Care contribution from the NHS at the weekly rate as determined by the Department of Health and Social Care.

Registered nursing can involve many different aspects of care delivery. It can include direct nursing interventions as well as the assessment, planning, implementation, evaluation and monitoring of nursing and individualised healthcare needs to meet the client’s recognised change in clinical need.

Providers delivering nursing care will provide safe, high quality care that meets the individual health and social care needs of the client. The Provider will ensure that the appropriate specialist services are referred to in timely manner.

The range of interventions that the Service will provide in response to an individual client’s needs will include, but is not limited to:-

*Continence*

Care Homes with Nursing will provide effective continence management for all clients, male and female, including catheter and stoma care and management of continence and constipation Care Homes will ensure that there is appropriate onward referral to the GP and Continence Service where required. Care Homes with Nursing are responsible for the provision of other equipment, with the exception of those provided through prescription (i.e catheter and stoma supplies).

*Tissue Viability and Wound Care*

Care Homes with Nursing are responsible for risk assessment, prevention and management of pressure areas and wound care. When required, Care Homes will make referrals to the Tissue Viability service using their referral process and criteria.

*End of Life*

Care Homes with Nursing will deliver effective palliative care and symptom management at the end of life, including administration of medication via a syringe driver where appropriate.

The Provider must ensure that National and Local Guidance in relation to the End of Life and Palliative Care Principles are followed. The Provider will ensure appropriate referral and ongoing liaison with the GP and specialist palliative care services where required.

The Care Home must ensure that Staff employed have the knowledge and skills to deliver effective palliative care and symptom management at the end of life. This includes up to date training on the use of syringe drivers.

*Dementia/Challenging Behaviour*

Care Homes with Nursing will ensure that there are appropriate levels of staff who have the appropriate skills and competencies to support [clients, customers, patients] with cognitive impairment, and that the care environment is appropriate to meet the needs of these clients.

Client’s psychological and emotional needs should be assessed and onward referral made to the GP or specialist services where appropriate.

*Mobility*

Care Homes with Nursing are responsible for the assessment, ongoing monitoring and management of clients with contractures or movement restrictions. Ensuring that onward referral is made to the GP or relevant community services where additional support is required.

*Nutrition*

Care Homes with Nursing are responsible for ensuring that nutritional risks are identified and effectively managed. Clients should be screened for nutritional risk on a monthly basis or as required, including the monitoring of weights. Where screening identifies that a client is at risk, an appropriate nutritional assessment and care plan should be implemented. Onward referral to the GP, dieticians, or SALT teams should be made where appropriate.

Where applicable the Care Home with Nursing will ensure that [clients, customers, patients] with a PEG or Nasogastric feeding tube in situ are managed safely by staff who are appropriately trained.

**Training**

Registered Nurses must maintain their registration and ensure Revalidation is in line with NMC Guidance. When recruiting, Providers should undertake appropriate checks to ensure that the applicant is registered with the Nursing and Midwifery Council (NMC) and undertake annual checks throughout their employment.

**Medicines Management**

Staff must adhere to local Medicines Management policies and procedures, for obtaining supplies of medicines, receipt, recording (on MAR sheets and Care Plans), storage (including controlled drugs and refrigerated items), handling, administration and disposal of medicines in accordance with:

* The Clinical Commissioning Group (CCG). Medicines management guidance for care homes is available at <http://www.derbyshiremedicinesmanagement.nhs.uk/non_clinical_guidelines/social_care_care_homes>
* NICE Guideline (SC1): Managing medicines in care homes and also NICE Quality Standard (QS85): Managing medicines in care homes
* The Handling of Medicines in Social Care Settings by the Royal Pharmaceutical Society of Great Britain 2007 or subsequent revisions;
* Professional advice documents produced by the Care Quality Commission (CQC) (or its predecessor The Commission for Social Care Inspection), including ‘The Administration of Medicines in Care Homes, Medicine Administration Records (MAR) in Care Homes and Domiciliary Care, and the Safe Management of Controlled Drugs in Care Homes or subsequent revisions; and
* The Misuse of Drugs Act 2001 (amended)
* Infection Prevention and Control

**APPENDIX THREE: GLOSSARY OF TERMS**

| **Document Glossary** |
| --- |
| **Individual Service Request** | Created to inform the bid process. A document containing anonymised information about Service User/s.  |
| **Individual Service Agreement** | The individual contract; related to the above, created at the point business is awarded.  |
| **Authorised Officer** | Either an authorised officer of Derby City Council who is designatedto manage and administer the Agreement or their duly authorised representative. |
| **Carer (the)** | Someone, who, without payment, provides help and support to the Service User. A carer may typically be a family member or a friend of the Service User. |
| **Contract Initiation Date**  | The date of commencement of the Tenancy or Licence. |
| **Conditions** | these collective conditions of the Agreement and any reference herein to “Condition” shall mean one of the Conditions or part of one of the Conditions if the context so requires |
| **Contract Monitoring Officer** | An authorised representative of Derby City Council who is responsible for the monitoring of the Service. |
| **Core Positive Behaviour Support Plan** | A plan of fundamental support and care responses and setting conditions that are common interventions for a small number of Service Users to the Agreement |
| **Default Notice** | Written notification and detail of any default or failure to comply with the Terms and Conditions of the Agreement. |
| **Health Professional** | A member of staff of a health related body (e.g. Primary Care). |
| **Key Worker** | A member of staff of the Service Provider who takes the lead in ensuring that the delivery of support and care for the Service User is delivered according to this Agreement. This Key Worker is usually (but not always) one of the staff to the Service User. |
| **Locations** | The place or places where the Service is to be performed by the Service Provider or to which goods equipment or materials are to be delivered or stored or where work is to be executed by the Service Provider or where documents or records are held or stored by or on behalf of the Service Provider in connection with the provision of the Service together with any other place where anything is done by the Service Provider pursuant to or in connection with the service |
| **Designated Representative** | An officer or agent of Derby City Council who acts on their behalf for all purposes in connection with the Agreement. |
| **Service Specification** | The element that is the Service specification (that is, this document) which forms an integral part of the Agreement Documents and constitutes the whole Agreement for the delivery of the said service. |
| **Service (the)** | The whole of the Service to be performed details of which are set out in the Tenancy or Licence Agreement, including all work to be carried out pursuant thereto and all incidental or ancillary matters in connection therewith andincluding any equipment or materials to be supplied by the Service Provider in accordance with the Agreement. |
| **Service Review** | A review of the Service between authorised officers of Derby City Council and the Service Provider in order to review the Service against the particulars of the Agreement. Such a meeting would usually be between a Nominated Officer of Derby City Council and and/or Authorised Officer of the Service Provider, but on a practical basis any party may delegate authority as agreed by the parties to the Agreement. |
| **Service User** | An individual with whom the Service Provider contracts to supply accommodation.  |
| **Staff** | Any person or persons of the Service Provider directly involved with the provision of services for Service Users as part of the service, as either as a paid employee or acting in a voluntary capacity. |
| **Care and Support** | What the Service User receives as part of the Service to help the Service User achieve their objectives and personal outcomes. |