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Your Ref:
Our Ref:
Date: 8 February 2011

Dear Member

CABINET SCRUTINY COMMITTEE - WEDNESDAY, 9 FEBRUARY 2011

I am now able to enclose, for consideration at next Wednesday, 9 February 2011 meeting of the Cabinet Scrutiny Committee, the following report(s) that were unavailable when the agenda was printed.

Agenda No	Item
A6	<u>Follow-up Items from Cabinet Scrutiny Committee (to follow) (Pages 1 - 80)</u>

Including:

- A confidential Cabinet report on Connexions, in respect of a recommendation from the item 'Kent Connexions and Work Related Learning Services Contract 2010-2013: Budget Saving Options' which was considered on 20 October 2010.
- Reports provided in response to recommendations from the item 'Older Person's Modernisation' which was considered on 19 January 2011

A7	<u>Notes of the Informal Member Group on Budgetary Issues held on 27 January 2011 (to follow) (Pages 81 - 84)</u>
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Yours sincerely

Peter Sass
Head of Democratic Services & Local Leadership

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By: Peter Sass - Head of Democratic Services and Local Leadership

To: Cabinet Scrutiny Committee – 9 February 2011

Subject: Follow up items and Decisions from Cabinet Scrutiny Committee –
19 and 24 January 2011

Classification: Unrestricted

Summary: This report sets out the decisions from the Cabinet Scrutiny Committee and items which the Committee has raised previously for follow up

Introduction

1. This is a rolling schedule of information requested previously by the Cabinet Scrutiny Committee.
2. If the information supplied is satisfactory it will be removed following the meeting, but if the Committee should find the information to be unsatisfactory it will remain on the schedule with a request for further information.
3. The decisions from the meeting of the Cabinet Scrutiny Committee on 19 and 24 January 2011 are set out in the table below along with the response of the relevant Cabinet Member.

Recommendation

4. That the Cabinet Scrutiny Committee notes the responses to the issues raised previously.

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Background Information: *Nil*

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Highways Business Plan IMG – Gulley Emptying Schedules (10 December 2008)

Cabinet portfolio: Mr N Chard

Synopsis: The report to Cabinet Scrutiny Committee consisted of the minutes of the Highways Business Plan IMG held on 2 December 2008. During that meeting, it was resolved that gulley emptying schedules would be provided to Members after the County Council elections.

Reason for call-in: The minutes of the Highways Business Plan IMG of 2 December 2008 formed an item on the Cabinet Scrutiny Committee agenda of 10 December 2008. The Chairman asked that the request from the IMG be actioned.

Recommendations and responses:

1. Highways Business Plan IMG 02.12.08: That a list of gulley schedules be supplied to all Members after the elections

The gulley emptying schedules would be issued to Members in the next few weeks.

Date of response: 21 July 2010

Date actioned: Not applicable

Members have received a map showing gulley emptying routes and schedule information would be available in the next few weeks

Date of response: 15 September 2010

Date actioned: 15 September 2010

Members will begin to be provided with the gulley emptying schedules from 18 October onwards

Date of response: 11 October 2010

Date actioned: 19 October 2010

Notes:

20.10.10 A spreadsheet detailing the number of gullies in each parish and when they had been or were due to be emptied was circulated to Members on 19 October 2010. At the meeting of the Cabinet Scrutiny Committee on 20 October 2010, the Chairman expressed concern that the information requested by the Committee had still not been received. The Chairman and Vice-Chairmen will be meeting with officers to discuss a way forward

Following a meeting between the Chairman and the Director of Highway Services, a briefing note has been provided to the Committee on this issue, and further information is expected to be provided to Members before the meeting of Cabinet Scrutiny Committee on 8 December.

20.12.10 - details of 'hotspots' was provided to all Members of the Cabinet Scrutiny Committee, and Mr Burr has requested that if Members have any additional local information Highways would be glad to hear from them. A follow-up report on progress will be provided to Cabinet Scrutiny Committee in the New Year

10.01.11 – A report on the interim approach to the delivery of the highway drainage service was provided to the Cabinet Scrutiny Committee on 10 January.

19.01.11 – The Chairman asked that this item remain outstanding until Mr Burr has provided a final report detailing how the schedules will be handled. This report is expected in Autumn 2011.

Kent Design Guide: Parking Consultation (9 December 2009)

Cabinet portfolio: Mr N Chard

Synopsis: The report to Cabinet Scrutiny Committee consisted of the decision notice which was signed by the Cabinet Members in May 2009; the report which recommended that the Quality Audit and Residential Parking Interim Guidance Notes be approved for adoption by Kent County Council and by Kent's District Councils; the report to the Kent Planning Officers' Group in October 2008 on the consultation responses to the Kent Design Guide Review; and the full list of consultees.

Reason for call-in: The Chairman explained that this call in was as a result of her being approached as Chairman of the Committee and that it was a decision made by two Cabinet Members in May 2009. The meeting was not to discuss the decision relating to the guidance, but to consider whether the consultation process in this instance was satisfactory.

Recommendations and responses:

3. Ask that the KCC consultation protocol be circulated to all Members, as the Committee was concerned that the protocol might not have been properly applied in this instance and that the Scrutiny Board and/or Corporate POSC be asked to examine whether the Consultation Protocol needed to be amended, in the light of the concerns expressed about this particular consultation, i.e. whether the list of consultees was full and appropriate; whether the method of consultation was appropriate; and whether steps should have been taken to chase up non-respondents.

A report was presented to Environment Highways and Waste Policy Overview and Scrutiny Committee on this issue at its meeting on 29 July 2010.

The following recommendations were agreed:

- a) Endorse the testing of the robustness of IGN3 described in Section 4 and receive a report on the outcomes when they are available.*
- b) Acknowledge the concerns of the Kent Developers' Group, and the work that is being undertaken to address these concerns, and encourage further dialogue at appropriate levels to understand the actual implications of and opportunities presented by IGN3, and its interpretation at local level.*
- c) Note that public consultation on Ashford Borough Council's draft Residential Parking SPD offers developers and designers an opportunity to make further representations on the implications of 'IGN3 based guidance', having regard for the need to address the problems of some past approaches.*
- d) Acknowledge the widespread concern among residents concerning parking in recent residential developments, and the social and cost implications arising from the problems caused, and welcome collaborative working approaches that are seeking to avoid replication of these problems in future developments.*

Date of response: 29 July 2010

Date actioned: 29 July 2010

Notes:

15.09.10 – The Chairman and Vice-Chairmen of the Cabinet Scrutiny Committee are due to discuss this issue with the Director of Environment, Highways and Waste

08.10.10 - The Head of Transport & Development has met with the Chairman and Spokespersons of the Cabinet Scrutiny Committee. Concerns have been raised by several development companies and Members and officers of KCC about the discounting of garages and tandem parking from the minimum guidance levels for certain areas. In particular, it has been argued that this will have the 'unintended consequences' of reducing densities of development and degrading the quality of the streets. As a consequence, there has been some pressure for IGN3 to be amended. Because the Kent Planning Officers Group (KPOG) owns IGN3, any review would only be meaningful if it was commissioned by KPOG. After all, IGN3 was endorsed for interpretation at LPA level. A report to address these issues will be taken to KPOG on 29 October, and the Chairman and Spokesmen have been asked to be kept informed of the results of the discussion.

19.01.11 - At Cabinet Scrutiny Committee, the Chairman explained that since the Secretary of State for Communities and Local Government had announced a removal of the limit on parking spaces in new developments and that approximately half of district councils had signed up to the Guidance, Mr Burr would be reassessing whether IGN3 would be adopted on a countywide basis and producing a report on his findings.

Update from Environment, Highways and Waste:

Mr Burr has reviewed the evidence and discussed the matter with colleagues within the Directorate. He concludes that IGN3 allows District Councils flexibility in determining parking standards and it enables them to strike the delicate local balance between good design and the risk of parking spilling into residential streets. IGN3 is a guidance note for consideration and/or adoption by Local Planning Authorities and differing interpretation across Kent is thus entirely appropriate. The Countywide forum for discussing these issues, the Kent Planning Officers Group, has made it clear that it is happy with this position. The recent announcement by the Coalition Government reinforces the view that this subject a matter for local interpretation, and IGN3 supports and facilitates this. Mr Burr therefore sees no need to prepare a further report on the general matter, but he is aware of the need to return to POSC with details of the public consultation on Ashford Borough Council's approach to residential parking and a report is currently under preparation.

Date of response: 2 February 2011

Date actioned: TBC

Review of SEN Units – Outcome of the Evaluation of the Lead School Pilot (15 September 2010)

Cabinet portfolio: Mrs S Hohler

Synopsis: The report set the context for the SEN Unit Review, presented the findings of the Lead School Pilot evaluation and made recommendations and proposals for the development of a new SEN Strategy to meet the special educational needs of Kent children and young people.

Reason for call-in: This item was called in to enable Members to ask questions about the outcome of the Lead School Pilot, the consultation process and the future funding of SEN Units.

Recommendations and responses:

1. Ask the Managing Director, Children, Families and Education to ensure that the CFE (Vulnerable Children and Partnerships) Policy Overview and Scrutiny Committee is given a formal opportunity to monitor progress of the SEN review at all appropriate stages.

A report will be taken to the CFE (Vulnerable Children and Partnerships) Policy Overview and Scrutiny Committee.

Date of response: 30 September 2010

Date actioned: awaiting date (will also be discussed at Cabinet on 18 July 2011)

**Kent Connexions and Work Related Learning Services Contract 2010-2013:
Budget Saving Options (20 October 2010)**

Cabinet portfolio: Mrs S Hohler

Synopsis: The original paper outlined the proposed budget saving options for the Kent Connexions and Work Related Learning Services Contract 2010-2013.

Reason for call-in: Members wanted more information on the basis of the decision that was taken under urgency procedures to reduce Connexions funding by £5 million over the final two years of the contract.

Recommendations and responses:

1. Ask the Cabinet Member, Children Families and Education to ensure that the proposed revisions to the Connexions Budget and services would be brought back to the Cabinet for consideration prior to implementation in April 2011, so that this Committee can consider whether to call-in the proposals for examination.

Final decisions on all KCC budgets for implementation in the next financial year, including that of Connexions will be achieved through KCC's budget setting process in the New Year.

Date of response: 11 November 2010

Date actioned: Not applicable

3. Ask that the Managing Director, Children Families and Education provide comparative information on the performance of other organisations in helping NEETs into employment.

As explained at the Committee, the only comparative information that can be relied upon is that from other Local Authorities in respect of comparison of the percentage of NEETs. This is because "comparative information on the performance of other organisations in helping NEETs into employment" is often held by private sector contractors who would deem this information to be "commercial in confidence" and would not agree therefore to make it publicly available. Consequently there is no consistent comparative national data on this specific topic.

However, Kent's favourable position on NEETs is shown on the table below

Latest available (2010) Comparison to Statistical Neighbours

	<i>July</i>	<i>August</i>	<i>September</i>	<i>Average</i>
<i>Nottinghamshire</i>	5.0%	5.4%	4.5%	4.9%
Kent	5.2%	5.2%	5.6%	5.4%
<i>Staffordshire</i>	5.5%	5.8%	6.9%	6.1%
<i>Worcestershire</i>	6.3%	6.6%	5.9%	6.2%
<i>Warwickshire</i>	5.8%	6.3%	6.4%	6.2%
<i>West Sussex</i>	5.9%	6.3%	7.2%	6.5%
<i>Swindon</i>	7.7%	8.2%	5.2%	6.8%
<i>East Sussex</i>	7.3%	7.6%	6.8%	7.2%
<i>Essex</i>	7.5%	8.1%	8.6%	8.1%
<i>Northamptonshire</i>	6.9%	7.6%	9.9%	8.3%

Date of response: 11 November 2010

Date actioned: 11 November 2010

Note: 20.12.10 The Chairman is in discussion with officers about the provision of comparative information on the performance of other organisations in helping NEETs into employment.

10.01.11 A confidential Cabinet report on the tendering process has been provided to the Committee.

19.01.11 The confidential Cabinet report was due to be considered by the Committee in closed session. Due to the length of the debate on Older Person's Modernisation, this was deferred until the meeting of Cabinet Scrutiny Committee on 9 February.

Inspection of Safeguarding and Looked After Children Services (8 December 2010)

Cabinet portfolio: Mrs S Hohler

Synopsis: This report to Cabinet summarised the outcome of the Ofsted Inspection of Safeguarding and Looked After Children Services in Kent

Reason for call-in: Members wanted more information on the Inspection of Safeguarding and Looked After Children Services, including why the risk of the judgement had not been identified earlier.

Recommendations and responses:

3. Welcome the assurances given by the Leader of the Council, the Cabinet Member for Children, Families and Education and the Managing Director, Children Families and Education that the points made during the discussion at Cabinet Scrutiny Committee will be included as part of the recovery plan. These are as follows:

- a. that a review of the governance arrangements relating to safeguarding would be carried out, including the future role of the Policy Overview and Scrutiny Committees and the Children's Champion Board.
- b. that the current reward policy for front line social workers be reviewed, to ensure the right staff are recruited and retained within the authority.
- c. that a rota between working within Safeguarding and with Looked After Children be considered, to reduce staff 'burn-out'
- d. that concerns around the caseload and training levels of staff are examined
- e. that the previous culture of silence from social workers is examined to ascertain why it had become ingrained within the organisation, and to avoid this happening again
- f. that the use of the Integrated Children's System is reviewed to ensure it is fit for purpose and being used as effectively as possible
- g. that the Council work more closely with the Courts to help reduce the amount of experienced social workers' time depleted through lengthy proceedings
- h. to explore ways in which Members can be involved in Serious Case Reviews, if necessary with bespoke Member training for this purpose
- i. that all Members who serve on the relevant Overview and Scrutiny bodies should be strongly encouraged to be more robust and challenging in performing their role to hold decision-makers to account for their actions, including being better prepared with searching questions prior to the meeting, and that opportunities for specific training on scrutiny questioning techniques should be taken up.
- j. that the need for a 'triage' system be highlighted, in order to effectively prioritise referrals

Responses a to j (apart from action i which is an action for the party whips) are being considered for inclusion in the recovery plan. An updated recovery plan will be circulated to the Cabinet Scrutiny Committee on 19th January.

Date of response: 17 December 2010

Date actioned: 11 January 2011

4. Ask the Leader of the Council that the outcome of the meeting with the Minister to discuss safeguarding and looked after children services in Kent be reported back to the Cabinet Scrutiny Committee.

5. Ask the Cabinet Member to ensure that the outcomes of the review into the circumstances surrounding the judgement be reported back to the Cabinet Scrutiny Committee, given the seriousness of the subject.

6. Ask the Cabinet Member to provide a report on the actual number of social worker posts and historical data on the number of vacancies within the Children, Families and Education Directorate since April 2009.

7. Ask the Cabinet Member to provide a report on the number of safeguarding referrals to the Children, Families and Education Directorate from different agencies since April 2009.

A report will be produced for Cabinet Scrutiny on 19th January encompassing responses 4 to 7. The author of this report is Helen Davies/Victoria Widden.

Date of response: 17 December 2010

Date actioned: 11 January 2011

Note: 19.01.11 At the meeting of the Cabinet Scrutiny Committee, it was explained that the Committee had been promised a copy of the County Council's improvement plan. Since this was not due to be finalised until the end of January, the Chairman suggested that the Committee would not pursue the item further until the improvement plan had been produced.

Bold Steps for Kent - The Medium Term Plan to 2014 (8 December 2010)

Cabinet portfolio: Mr P Carter

Synopsis: The report to Cabinet asked Cabinet to endorse of the latest draft of Bold Steps for Kent and make a recommendation to County Council to approve the final version at its meeting on the 16th December 2010.

Reason for call-in: Members wanted more information on Bold Steps for Kent – The Medium Term Plan to 2014.

Recommendations and responses:

5. Ask the Leader that any data on the increase in Small and Medium Enterprises (SMEs) accessing KCC contracts be made available

Noted and this will be programmed in within the work stream referred to above

Date of response: 20 December 2010

Date actioned: Not applicable

Data on the increase in Small and Medium Enterprises (SMEs) accessing KCC contracts will be made available shortly

Date of response: 7 February 2011

Date actioned: TBC

8. Ask the Leader that ways of engaging members of the public in the Big Society who are not members of Local Strategic Partnerships or other similar bodies be addressed in the Medium Term Plan.

Noted. Officers are working on ideas for how the Big Society can really take effect within Kent and how Kent County Council can help that. There are no assumptions in that work stream that only members of LSP's will be engaged in this.

Date of response: 20 December 2010

Date actioned: n/a

Officers are working on how the Council will engage with the people of Kent in this very exciting development and are waiting to see how the Localism Bill shapes some of that engagement.

Date of response: 7 January 2011

Date actioned: TBC

Note: 19.01.11 The Chairman explained that the original request in recommendation 5 was that evidence be provided to the Committee that the activity being undertaken by KCC regeneration staff was being successful in encouraging more SMEs to access the Council's procurement process. It was resolved that Committee was still awaiting this information.

In respect of recommendation 8, the Committee resolved that it will await a report from officers on their proposals relating to the Big Society.

Older Person's Modernisation (19 January 2011)

Cabinet portfolio: Mr G Gibbens

Synopsis: The report to Cabinet provided a summary of the consultation, shared the final reports and sought sign-off of the recommendations in order for the Cabinet Member for Adult Social Services to make his decisions. All of the 11 individual Cabinet Member decisions were called in for scrutiny by the Cabinet Scrutiny Committee.

Reason for call-in: Members wanted more information on consultations, the movement away from direct provision of services, comparative costs of public and private sector service provision and other issues.

Recommendations and responses:

1. Thank Mr Gibbens, Mr Mills, Ms Howard and Mr Weiss for attending the meeting and answering Members' questions.

Noted

Date of response: 8 February 2011

Date actioned: : Not applicable

2. Welcome the assurances given by the Managing Director, Kent Adult Social Services, about the appointment of an independent arbiter, who would be able to hear grievances from affected residents who felt their services were not equivalent or better in the future.

Noted

Date of response: 8 February 2011

Date actioned: : 8 February 2011

3. Ask the Managing Director, Kent Adult Social Services, to provide an example of a typical care contract to the Committee, in relation to concerns about future costs of any care contract in respect of Extra Care Housing,

Attached

Date of response: 8 February 2011

Date actioned: : 8 February 2011

4. Ask the Managing Director, Kent Adult Social Services, that additional information be provided about ongoing protection of terms and conditions for any staff transferred under Transfer of Undertakings (Protection of Employment) Regulations to new providers, and how long staff would enjoy this protection.

Attached

Date of response: 8 February 2011

Date actioned: : 8 February 2011

5. Welcome the assurances given by the Managing Director, Kent Adult Social Services, that further information would be provided to the Committee about the frequency of future inspections by the Care Quality Commission (CQC) of new facilities, recognising the fact that CQC does not regulate Extra Care Housing.

The Care Quality Commission (CQC) will undertake an inspection programme dependent on risks or concerns highlighted and this is monitored by an annual questionnaire and feedback from service users or their families and statutory organisations.

CQC focus on compliance with the Standards rather than making judgments on quality. Within an Extra Care Housing setting, there will be care provision and the organisation providing the care will be regulated by CQC as a domiciliary care provider.

Date of response: 8 February 2011

Date actioned: : Not applicable

6. Welcome the continuing assurances given by the Managing Director, Kent Adult Social Services, that staff affected by the Older Person's Modernisation programme would be supported through the changes in the usual way by KCC.

Each unit has an allocated officer from Personnel. They will receive 1:1's, training, pensions advice, application support etc. Staff meetings took place from 27 January – 31 January 2011 to confirm these arrangements.

Date of response: 8 February 2011

Date actioned: : Ongoing

7. Welcome the commitment from the Managing Director, Kent Adult Social Services, that the Freedom of Information request from Ms Baldwin be responded to as quickly as possible.

Attached

Date of response: 8 February 2011

Date actioned: : 8 February 2011

8. Request that the Managing Director, Kent Adult Social Services, provide a report on the details of new legislation relating to pension provision in the private sector, and how this will affect the comparative cost of private sector care provision.

Attached

Date of response: 8 February 2011

Date actioned: : 8 February 2011

9. Request that the Director of Governance and Law be asked to give his professional opinion as to whether a possible lack of advice and information for the public about the fact that choices in the consultation were restricted, due to the conditions of the Private Finance Initiative bid to Government, had invalidated the consultation process.

Director of Governance and Law to feedback separately

Date of response: 8 February 2011

Date actioned: TBC

10. Welcome the assurance from the Cabinet Member, Adult Social Services, that he will be as flexible as possible about the timeframe for closure of Sampson Court, if there is a reasonable bid from a social enterprise to take over its operation.

The closure plans will progress as stated in the report and be achieved by December 2011. If there is a viable proposal for the site to be developed as a Social Enterprise

this would take effect following the closure. Organisations who have expressed an interest in the development/ use of the site after it is closed will be asked to submit a full Business Cases for consideration.

Date of response: 8 February 2011

Date actioned: Not applicable

11. Express regret that some local Members were not involved more fully in the process of considering the options relating to each site, and ask that the Group Managing Director urgently raise with the Corporate Management Team the issue of full, timely and ongoing involvement of local Members in the development stage of any decisions affecting their division. The Committee would like to draw Members' attention to:

A) Paragraph 22 of Appendix 2 Part 4 of the Constitution:

Involvement of Local Members

22. (1) In exercising these delegations or in preparing a report for consideration by the Cabinet or a Cabinet Member, officers shall consult the relevant Local Member(s) on any matter that appears to specifically affect their division.

(2) Any objection by a Local Member to a proposed course of action shall be the subject of consultation with the relevant Cabinet Member.

(3) All reports to the Cabinet or a Cabinet Member shall include the views of Local Members.

B) Recommendation R6 from the Informal Member Group on Member Information's report of December 2008:

R6. A Local Member Notification Protocol be developed, and electronic alerts introduced to systems, indicating when members need to be consulted and informed and by whom, with current contact details.

C) Communications from the Director of Governance and Law to Senior Managers, for example from November 2007, reminding officers of the need to keep Local Members informed and involved in matters affecting their divisions, as enshrined in the Constitution.

D) Paragraph 4 of the Procedure for writing and preparing reports to Cabinet, Cabinet members, committees and the council (<http://knet2/policies-and-procedures/reports-to-cabinet-cabinet-members-committees-and-the-council/reports-to-cabinet-cabinet-members-committees-and-the-council>):

4. For a proposal which relates to a particular area of the County, it is particularly important that you consult all the local Members concerned

Response from the Group Managing Director:

The Corporate Management Team have been piloting a new Committee report format which contains a trigger to ensure the early consultation and involvement of local Members in any decision making process. CMT will continue to actively explore

mechanisms which ensure early Member involvement and will discuss how this can be implemented at its meeting on 8 March.

Date of response: 31 January 2011

Date actioned: TBC
(to be discussed on 8 March 2011)

Response from Kent Adult Social Services:

- *Cross Party Scrutiny Leads were invited to a confidential briefing on 10 June 2010*
- *All members and local councillors received a communication on 14 June 2010 advising them of the consultation.*
- *All members and local councillors were all invited to initial meetings in their District in June.*
- *Monthly briefings were issued regarding the process throughout the consultation to all 84 Councillors both in hard copy and emailed.*
- *Specific meetings were requested by Members and officers attended.*
- *An additional Member Briefing was held on 26 July giving those who could not attend the initial meetings another chance to see the presentation and discuss the proposals.*
- *The Community Engagement Managers were contacted informing of the consultation and an offer was made to attend any meetings on request.*
- *Borough Councils requested meetings in addition to those planned and officers attended*
- *The relevant Members of Parliament were all informed. Additional information and face to face meetings were provided where requested including a session for East Kent in October.*

Date of response: 8 February 2011

Date actioned: Not applicable

12. Welcome the assurance from the Managing Director, Kent Adult Social Services, that a list of what the Council expects to be included in any formal agreement about levels of service provided under alternative arrangements for residents be provided to the Committee.

The levels of alternative services required through a partnership arrangement will be developed as part of the commissioning process throughout 2011. Services will be provided to the existing residents of Kiln Court, Blackburn Lodge and Doubleday Lodge.

Date of response: 8 February 2011

Date actioned: TBC

Budget 2011/2012 and Medium Term Financial Plan 2011 - 2013 (24 January 2011)

Cabinet portfolio: Mr J Simmonds

Synopsis: Every year the Council sets its Budget for the next financial year and its Medium Term Financial Plan (MTFP). The final Budget and MTFP are approved at County Council in February.

Reason for call-in: Cabinet Scrutiny Committee is part of the yearly cycle of meetings to discuss the Budget. Various elements of the Budget 2011/12 and Medium Term Financial Plan 2011-2013 were discussed during the meeting of the Cabinet Scrutiny Committee.

Recommendations and responses:

- 1. Thank Mr Carter, Mr Simmonds, Ms Carey, Mr Wood, Mr Shipton and Mr Abbott for attending the meeting and answering Members' questions.**
- 2. Ask that the Cabinet Member, Finance, provides a copy of the letter sent by KCC to Government in response to the Provisional Local Government Grant Settlement 2010-11.**

This has been done

Date of response: 7 February 2011

Date actioned: TBC

- 3. Ask that the Cabinet Member, Finance, provides a table of the reduction in Government grants to other local authorities in England compared to Kent.**

We can work on this now we have the final settlement but it will take a few days and we will not have time to complete the analysis before CSC on 9th February. It would have been pointless to analyse provisional settlements and then do the work all over again when final settlements came out. We propose to report this analysis to budget IMG

Date of response: 7 February 2011

Date actioned: TBC

- 4. Welcome the assurances given by the Leader that proposals on how reductions to the Early Intervention Grant will be implemented in Kent be put before Members for consultation, including through the relevant Policy Overview and Scrutiny Committee.**

Details were contained in the section 7 of the report to Cabinet, which was tabled at the meeting on 2 February. CFE have put their proposals in the draft MTP but not final detail on the timing. This will need to go to their next POSC (confirmed in County Council report)

Date of response: 7 February 2011

Date actioned: Awaiting date of POSC

5. Welcome the suggestion given by the Leader that research into implementation of a 'living wage' in Kent be undertaken, including mapping the variations in cost of living across the county.

Noted. The Leader will keep the Committee informed as the research develops

Date of response: 8 February 2011

Date actioned: TBC

6. Ask the Group Managing Director to consider whether changes to the risks that the Council faces also be reported to the Cabinet Scrutiny Committee, no less frequently than every six months.

The principle that members are properly informed and able to discuss the risk register of the council and changes to the risk profile and how it fits with the risk appetite of the authority is essential for good governance. I would want to discuss this request with the Head of Internal Audit and the Chairman of the Governance and Audit committee to ensure that we are dealing with the principle of informing and involving members in risk matters is properly met and handled between the different member bodies that exist. Officers are also reviewing how performance in general is reported to members and I would hope all these matters can be assessed and improvements proposed.

Date of response: 2 February 2011

Date actioned: TBC

7. Ask that the Cabinet Member, Finance, provides detail of the number of users of concessionary bus fares over the previous year, and how this relates to the £600,000 identified savings from providing this service from 9.30am.

There were 18.1m passenger journeys last year. The £0.6m represented the agreement with districts for the 9am to 9.30am extension.

Date of response: 7 February 2011

Date actioned: 7 February 2011

8. Ask that the Managing Directors of all Directorates affected provide detail of any reductions in funding to the voluntary sector.

We are working on this but it is not straightforward and we need to identify that element of spend that represents statutory service provision (and which we would have to incur anyway if it weren't delivered in the voluntary sector) and that which represents genuine contributions to voluntary organisations unrelated to statutory services. We will not be able feed this back to CSC on 9th February due to the level of work involved.

Date of response: 7 February 2011

Date actioned: TBC

9. Formally commend Finance Members and Officers for their hard work during the run up to the publication of the budget.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Domiciliary Care Service **SPECIFICATION**

for **Extra Care Sheltered Housing**

This document defines the care services purchased by Kent County Council for Extra Care Sheltered Housing schemes

November 2008

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Glossary

Definitions

When they are used in this Agreement, the terms and expressions set out below in the first column have the meanings set out in the second column:

Agreement	The terms and appendices of this Pre-Purchase Agreement.
Approved List	<p>A list of Organisations that have met our requirements for Approved Provider status.</p> <p>During the lifetime of this contract, non-Approved Providers will be able to make application to be put on the Approved List. This will happen through 'Panel' arrangements that currently exist for other types of Service provision.</p>
Approved Provider	A provider who has met our criteria and is then placed on our Approved List. Organisations on this list may be offered a Call Off Contract and be considered for a Block Contract.
Authorised Signatory	This is the owner of the Organisation or the person that (s)he authorises to act on his/her behalf.
Call Off Contract	See Contract Types.
Care Manager	The person We have deployed to arrange and review domiciliary care services for people who have been found on assessment to be owed a duty under various enactments. In this agreement Care Managers should also be taken to include Care Manager Assistants, Purchasing Officers and any other authorised representative.
Care Plan	A written statement produced by the Care Manager, regularly updated and agreed by all parties. It sets out the social care and support that a Service User requires in order to achieve specific outcomes and meet the particular needs of each Service User.
Care Worker	A member of Staff employed by You to carry out the domiciliary care service.
Commissioners	Members of our Staff who have responsibility for determining what Services will be purchased in order to meet assessed eligible needs.
Continuing Breach	A breach in contractual duty or duties on your part as a result of repeated failures to remedy non-performance or to sustain performance over a reasonable period of time.
Contract Award Letter	The letter from Us to You which communicates our acceptance of your offer to provide the Service. This letter will contain the detail of any contract award.

Domiciliary Care Services

Hourly Price	The amount payable to the Service Provider for the Service Units delivered to a Service User, in a week, as recorded on the Service Delivery Order.
Contracts Manager	The person who We have authorised to administer our contracts for social care. His or her address will be given in the Contract Award Letter.
Contract Types	<p><u>Minimum Guaranteed Service (Block)</u></p> <p>One person on duty within each scheme 24 hours per day every day of the year. This includes an additional 2 hours allowance for handover period in each 24 hour day.</p> <p><u>Call off Contract</u></p> <p>A contract with mutually agreed terms, conditions and price but with no guarantee of purchase. With your agreement We may purchase a Service against this contract at any time during the period of the contract.</p>
Call Off Payment	Payment will be made on an hourly rate for hours provided in excess of the Minimum Guaranteed Service.
Extra Care Housing Schemes	Means the schemes as set out in Appendix One to these contract conditions.
Housing and Facilities Management and Provider	
Mileage	The amount spent on travelling between Service Users. This amount should take account of petrol, depreciation of the vehicle, tax and insurance. <i>(See also Travel Time.)</i>

Minimum Guaranteed Service Payment	<p>Means the payment made each month for the Minimum Guaranteed Service regardless of the hours delivered.</p> <p>This payment will only be made if the total of SDO hours are less than 20 hours per day.</p>
Organisation	<p>The domiciliary care organisation providing personal care for people living in their own home. Each franchise will be treated as a separate Organisation.</p>
Project Agreement	<p>Is the agreement between the County Council and the Housing and Facilities Management Provider, for the provision of Extra Care Sheltered Housing in Kent.</p>
Regulator	<p>The body which is established by statute and to whose regulatory powers You are subject. Currently, this is the National Care Standards Commission. From 1 April 2004 this will be known as The Commission for Social Care Inspection.</p>
Serious Breach	<p>A breach of your duty of care to a Service User by which he or she suffers harm and/or any malicious act by You towards Us.</p>
Service	<p>The domiciliary care that You will provide for a Service User in accordance with the provisions of the Care Standards Act 2000 and terms of this Agreement.</p>
Service Unit	<p>The measure of time by which the Service is purchased (i.e. 1 hour, 3/4 hour and 1/2 hour). The Service Unit begins on arrival at the Service User's home and ends on leaving, unless specified otherwise on the Service Delivery Order. It does not take account of Travel Time.</p>
Service Delivery Order	<p>The Service Delivery Order (SDO) initiates and tailors the Service for a Service User.</p>
Service User	<p>A person who has been found on assessment to be in need of domiciliary care services. You will have an SDO for him or her.</p>
Service User Plan	<p>The written guide produced by the provider in accordance with the regulation 5 of the Domiciliary Care Agencies Regulation 2002.</p>
Site	<p>Is any or all Extra Care Housing Schemes listed.</p>
Specification	<p>Our "Specification For Domiciliary Care Services" which is Appendix 1.</p>
Staff	<p>The employees and workers who carry out the Service for You.</p>
Start Date	<p>The date notified in the Contract Award Letter as the beginning of the contract.</p>
Transaction Data Monitoring	<p>Commonly known as TDM. An electronic financial invoicing process, which requires you to be Visa enabled. TDM matches the invoice to the order given set criteria and makes payment to the provider via the VISA platform.</p>
Travel Time	<p>This is part of the working day spent in travelling between Service Users' homes. Travel time applies to drivers, cyclists and walkers.</p>

Unit	Is any of the apartments and common parts to be provided by the Housing and Facilities Management provider on each of the sites.
We	The Kent County Council and any person to whom We may assign this Agreement. Unless the context otherwise requires, 'Us' and 'our' will also be taken to refer to 'We'.
Working Day(s)	Means Monday to Friday inclusive between the hours of 0900 and 1700, except when these days are Bank Holidays.
You	The legal owner of the Organisation as detailed in Appendix 3 or any person either authorised to act on your behalf or succeeding to your ownership of the Organisation.

1. Introduction

In entering into a contract with Kent County Council to provide care services for people living in the Extra Care Sheltered Housing schemes, You are undertaking to comply with the Domiciliary Care National Minimum Standards and Regulations, the law, our Pre Purchase Agreement and this Specification. In addition, You are agreeing to provide the service in the style and manner described in Kent County Council's 'Good Care' guides.

The Service provided is for people (minimum age of 55) who have been assessed as in need by the Local Authority under the NHS and Community Care Act 1990 and associated legislation, and who are living within the Extra Care Sheltered Housing Scheme.

This Specification is for personal care services, delivered to a Service User living in an Extra Care Sheltered Housing scheme. The specific service for each Service User must be delivered in accordance with the requirements of the Service Delivery Order provided by the Care Manager and must not be significantly varied without the prior permission of the Care Manager. Care Managers monitor compliance to Service Delivery Orders through reviews.

This Specification and Addendum states Kent County Council requirements which are beyond, or in addition to, the National Minimum Standards and Regulations. This Specification and Addendum are written, and should be read, in conjunction with the Pre Purchase Agreement. The terms used are the same throughout both documents.

Compliance with the contract will take place through monitoring.

2. The Purpose of the Service

The purpose of the care service is to provide the Service User with a good quality of life. It is to help them develop and retain their health, and lead independent, fulfilling lives for as long as possible. Individuals are helped to take greater control of their lives and remain as independent as possible in their extra care sheltered housing scheme.

It involves putting the Service User at the centre of decisions about where they live and how they are cared for. Services are provided in such a way that the Service User feels involved, secure and confident in the care provided to them.

Working with You to achieve this aim, We have set five outcomes We require from the provision of care services. These are explained more fully in the following pages, together with key processes required to support these outcomes.

The Addendum describes your role as to providing personal care, practical support, housing related support tasks and encouragement to Service Users to participate in the range of communal activities.

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3. Required Outcomes

Kent County Council requires Providers to provide high quality personal care, working with Us and the Service User to achieve the following broad outcomes, through the provision of Domiciliary Care services:

- 3.1 Good Quality of Life
- 3.2 Independence
- 3.3 Involvement
- 3.4 Security
- 3.5 Confidence

3.1 Good Quality of Life

Defined as:

The Service User feeling valued, being able to decide on day to day matters, having influence and making choices in all aspects of his/her life.

Required Outcomes

Evidence that the Service User:

- ❑ leads a fulfilling life
- ❑ is listened to, and takes part in day to day discussions
- ❑ lives safely in their own communities and homes
- ❑ has physical, mental or emotional needs identified (i.e. sadness or depression) and appropriate assistance sought
- ❑ is shown respect and is not subject to any form of discrimination
- ❑ is given the opportunity to follow their cultural and spiritual beliefs

Key processes to support outcomes

To enable the achievement of the outcomes you must:

- ❑ reflect the needs and wishes of the Service User when structuring the service as agreed in the care plan
- ❑ encourage care staff to build up a relationship of mutual trust and respect with the Service User
- ❑ train staff to recognise signs and symptoms of sadness and depression
- ❑ train staff about adult protection practice
- ❑ have a complaints procedure that has been understood by and shared with your staff and Service Users
- ❑ encourage interaction between the Care Worker and Service User during the delivery of the service
- ❑ have a process in place to alert Care Managers to the need for an Advocate appointment

3.2 Promoting Independence

Defined as:

The Service User being part of the decision making process, having an input into day to day activities, making choices and encouraged to maximise their independence.

Required Outcomes

Evidence that the Service User:

- ❑ leads an independent life
- ❑ takes greater control of their life
- ❑ is involved in day to day decisions about the care offered
- ❑ lives independently in their own communities and home
- ❑ experiences and performs useful and meaningful activities with whatever assistance is required
- ❑ develops and maintains maximum independence

Key processes to support outcomes

To enable the achievement of the outcomes you must:

- ❑ encourage care staff to enable the Service User to be as independent as possible
- ❑ encourage the Service User to develop and maintain their skills and abilities to perform functional and meaningful activities
- ❑ encourage the Service User to be involved in agreeing their Support Plan
- ❑ make sure that staff work towards carrying out tasks 'with' the Service User and not 'for' the Service User

3.3 Involvement

Defined as:

The Service User being informed and enabled to influence the way in which care is provided in a flexible and appropriate way.

Required Outcomes

Evidence that the Service User:

- ❑ contributes positively to the support planning process
- ❑ makes informed choices based on sufficient information about alternatives and implications
- ❑ is listened to whether complaining or complimenting the service, or suggesting improvements
- ❑ has minor changes made to his/her care in order to meet day-to-day changing needs

Key processes to support outcomes

To enable the achievement of the outcomes you must:

- ❑ make sure that the Service User is able to contribute to, and influence, the content of his/her Support Plan
- ❑ make sure that the Service User receives a copy of the Service User's guide describing services provided
- ❑ have a system for reviewing the quality of care which the Organisation arranges
- ❑ have a complaints procedure that has been understood by, and shared with, your staff, Service Users, their advocate or relatives
- ❑ make sure that staff have the necessary skills and confidence to respond positively to the changing needs of the individual Service User and to advise the Care Manager of the changing need

3.4 Security

Defined as:

The Service User being confident that care is provided in a manner which ensures their safety and well-being.

Required Outcomes

Evidence that the Service User:

- is introduced to Care Worker(s) in order to reduce fear of new people
- knows what time visits will take place
- is visited at the appointed time
- knows that their personal information is kept confidential
- knows when and why it is appropriate for their confidential information to be shared
- knows that keys to their home are stored safely and that the security of their home is not compromised
- undertakes individual activities that have been risk assessed and are not restricted from valued activities unnecessarily
- has trust and respect for members of staff and confidence in their abilities
- has confidence that policies and procedures are in place in respect of their safety and that these are understood by staff
- has confidence that staff are aware of probity issues

Key processes to support outcomes

To enable the achievement of the outcomes you must:

- have a process in place to ensure that the Service User knows in advance about their care visit and any changes in their visit (e.g. change of staff or time)
- make sure that the Service User and their property are protected, have policies and procedures that reinforce the Service User's sense of security, and ensure that these are shared with and understood by staff
- make sure that any keys held at your offices are stored in a secure manner and accessed only by authorised staff
- make sure that the Service User's security code and telephone number(s) are stored appropriately and shared only on a need-to-know basis

- ❑ make sure that staff are easily identified as carers for your Organisation by use of badges, photographs and uniforms
- ❑ make sure that staff know that receipts are required for any purchase made on behalf of the Service User, that the receipts are provided to the Service User, and that loyalty cards of staff are not to be used when purchasing on behalf of a Service User
- ❑ make sure that staff are aware of all probity issues (eg staff must not: knowingly be the beneficiaries of a Service User's will, accept and receive gifts from the Service User, use contact with the Service User for private gain and witness legal documents)
- ❑ have a written risk assessment for the Service User and be sure that staff know of the policies and procedures in place in respect of Service User safety
- ❑ have written environmental risk assessments for the Service User's premises
- ❑ have a planned training and induction programme for staff
- ❑ have a process in place for staff to report ongoing health and safety risks

3.5 Confidence

Defined as:

The Service User feeling certain that care is received from known and trusted people whose allocation is managed and recorded.

Required Outcomes

Evidence that the Service User:

- ❑ has continuity of carer(s)
- ❑ is confident that the Contact Book accurately records the care delivered
- ❑ feels confident that assessments of need and Care Plans inform the service delivery
- ❑ knows that records are shared only on a need to know basis
- ❑ knows that they are able to trust the integrity and skill of their carer(s)

Key processes to support outcomes

To enable the achievement of the outcomes you must:

- ❑ minimise the number of Care Workers involved in the care of each Service User
- ❑ make sure that staff have the competence to enter appropriate detail in the individual's Contact Book in an objective manner
- ❑ make sure that staff have the competence to communicate in an appropriate manner when changes happen or become necessary
- ❑ have a procedure in place to ensure confidentiality (eg level of care given, financial matters and security of the premises)
- ❑ have policies and procedures in place to make sure that confidential information is not retained by staff who leave or change roles
- ❑ train staff appropriately, including any specialist training needed to satisfy the Service User's needs

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4. Further Requirements

Agencies offering personal Domiciliary Care must be registered with the national regulator (currently the National Care Standards Commission) and must conform to the requirements of the Care Standards Act 2000 and any other law as it applies to them.

This Specification is based on the requirements of the Domiciliary Care National Minimum Standards. We set out below additional requirements, many of which are necessary to ensure links with KCC roles and processes. Monitoring will include compliance with the Specification, the standards and regulations of the National Care Standards Commission and Kent County Council's further requirements.

4.1 Support Plan

[Standard 7 (regulation 14), Standard 8 and Standard 9 of the Domiciliary Care National Minimum Standards refer.]

In order to ensure that the Support Plan is regularly reviewed with the Service User and any other relevant person, and changes are made when necessary, we require that:-

1. You review your records at least once a month to be sure that you receive feedback from your staff, using compliments, complaints and Care Management information, and use this information to inform whether a more formal review is necessary.
2. Your review includes any special requirements of the Service User and forms part of his/her personal record.
3. You consider the Service User's requests, and make changes in the arrangements for the delivery of the services, provided that there has not been a change in the Service User's circumstances or needs, and provided that the change will not lead to a change in the Care Plan. Agreed changes must be notified, in writing, to the Care Manager.
4. Staff refer to the Provider, to make sure that the Care Manager is notified of any increase or deterioration in physical or mental health, and record these changes in the Service User notes maintained by you.
5. You are aware that the SDO and Care Plan are reviewed by the Service User, Care Manager, and any other relevant person after four weeks of the start date, after three months and six monthly thereafter.

4.2 Continuity of Carers

[Standards 13 and 14 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]

In order to ensure that the Service User is comfortable with their carer and has reasonable continuity of care, we require that:-

1. You make sure that no more than three Care Workers (or, if double handling, three pairs of Care Workers) are involved in the care of any Service User at any one time, unless prior agreement has been obtained from the Care Manager;
2. You ask the Care Manager to agree a higher number of Care Workers in instances where the Service User receives an exceptional care package;
3. In instances where you decide to make a change without the agreement of the Service User, you record the reason in the Contact Book and the Service User must be given the opportunity to sign the document indicating their disagreement. The Care Manager must also be informed.

4.3 Records

[Standard 16 (regulation 18) of the Domiciliary Care National Minimum Standards refers.]

In order to ensure that records of visits to the Service User's home and details of care given are comprehensive and shared as appropriate, we require that:-

1. Acceptable standards of literacy in English and the first language of the Service User are used.
2. The Contact Book must be left in the Service User's home at all times, and completed pages only be removed and placed on the Service User's file at your premises after one month.
3. Appropriate sections of the Service User's personal file are accessible to relevant care staff.
4. Staff visiting a Service User for the first time sign the Service User's file to show they have read the relevant sections and are familiar with the Service User's needs.
5. Staff are aware of your policy in regard to confidentiality of records.
6. You allow our authorised staff to see records required by this Specification.
7. You accommodate visits by our authorised staff which may take place at any time and could be unannounced. We will be reasonable in exercising this right.

4.4 Security

[Standard 5 (regulation 13) and Standard 15 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]

In order to ensure that the security of the Service User's home is maintained, and is not compromised by any action undertaken by a Care Worker from your Organisation, we require that:-

1. You make staff aware of the risk of unintended breaches of confidentiality and to make sure staff are able to identify situations in which it may occur.
2. You make sure that staff do not carry with them more confidential information than they need for a week's work programme (e.g. lists of names and addresses).
3. When it is necessary for staff to keep written information detailing passwords or keypad numbers you find a way to preserve security. You must also make sure passwords or keypad numbers are not kept alongside names and addresses.
4. You negotiate with the Service User if a change of staff or a suspected breach of security occurs, to see whether a change of access code number will be acceptable to them.
5. You have policies and procedures in place to make sure that staff who leave or change duties return all written information about their work.
6. Key fobs should not carry the name or address of the Service User on them.

4.5 Freedom from Abuse

[Standards 13 and 14 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]

In order to ensure that the Service User is free from abuse and appropriate action is taken where it is suspected, we require that:-

1. You ensure staff are familiar with the Kent and Medway Adult Protection Procedures and with your own policy and procedure on Adult Protection.
2. You comply with requirements for staff to have criminal record checks and you must comply with requirements as described in Kent County Council's *Recruitment and Selection of Staff* guide.
3. You take positive action to combat discrimination. Service User's needs arising from specific ethnic, religious, cultural, gender, sexuality, disability or age requirements must be identified in their Support Plans. You must ensure that staff are able to meet these needs.

4.6 Equalities

In order to ensure that each Service User is treated with respect and dignity and services are provided which are appropriate to any special needs they might have, we require that:-

1. You understand and comply with your statutory obligations under equalities legislation, including:
 - having a policy suitable for your business and ensuring that staff are made aware of the necessary procedures and requirements,
 - providing equalities training for all staff, and
 - producing a brief report each year describing the progress you have made in meeting the requirements of the Race Relations Amendment Act 2000.
2. You comply with requirements as described in Kent County Council's *First Steps to Equality*, *Second Steps to Equality* and *Equality and Employment* guides.

4.7 Accidents and Injuries

[Standard 11 (regulations 12,13,14 &15) and Standard 16 (regulation 18) of the Domiciliary Care National Minimum Standards refer.]

In order to ensure that your staff are informed and deal confidently with accidents, injuries and emergencies we require that:-

1. Any accidents or injuries to a Service User that require hospital or GP attendance that the Care Worker has knowledge of, are reported to the Service User's Care Manager and noted in the Service User Contact Book.
2. All staff know your procedures for dealing with medical emergencies.

4.8 Transmittable Diseases

In order to ensure that the Service User, his/her family, staff and visitors are protected from transmittable diseases, we require that:-

1. You have a policy in relation to transmittable diseases (e.g. HIV/AIDS and Hepatitis A, B and C);
2. You make sure that staff are trained to work safely with all Service Users and follow Kent County Council's *Universal Precautions* at all times.

4.9 Transport

In order to ensure that the Service User is transported safely and appropriately we require that:-

1. You understand your statutory obligations under current legislation, and have policies and procedures in place to ensure that these are met. This includes ensuring that all vehicles are:
 - taxed
 - appropriately insured
 - MOT'd with a valid certificate, and
 - maintained in accordance with the manufacturer's instructions.
2. When people in wheelchairs are being transported, wheelchair anchor points and grips conform to the relevant British Standard Specification and are used in accordance with the manufacturer's instructions.
3. Staff be assessed as competent in assisting the Service User to enter and exit vehicles.

4.10 Open Employment Staff Policy

In order to ensure that staff benefit from being part of a confident and diverse staff team, we require that:-

1. You understand and meet your statutory obligations under equalities legislation. You make sure that:
 - victimisation, discrimination and harassment are disciplinary offences, an appointed person in the organisation has responsibility for the effective operation of your policy;
 - you implement your equal opportunity policy and detail what actions are to be taken in implementing your policy;
 - monitor and review the policy; and
 - staff are supported if they are discriminated against by a Service User or Service User's relatives.
2. Training is given in equalities to any member of staff responsible for recruitment and selection.
3. You monitor the ethnic origins of all applicants for employment and those appointed.
4. You make sure that the staff group reflects the ethnic background of the Service User.
5. You make sure that your staff group are knowledgeable of the ethnic background of the Service User.

5. Guides, References and Other Useful Documents

Statutes

Statutes and statutory instruments can be downloaded free of charge at www.legislation.hmso.gov.uk

- ❑ Care Standards Act 2000
- ❑ Race Relations Amendment Act 2000
- ❑ Data Protection Act 1998
- ❑ Human Rights Act 1998
- ❑ Public Interest Disclosure Act 1998
- ❑ Disability Discrimination Act 1995
- ❑ Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
- ❑ Management of Health and Safety at Work Regulations 1992
- ❑ Management at Work Regulations 1992
- ❑ Manual Handling Operations Regulations 1992
- ❑ Personal Protective Equipment Regulations 1992
- ❑ Provision and Use of Workplace Equipment Regulations 1992
- ❑ Workplace (Health Safety and Welfare) Regulations 1992
- ❑ NHS & Community Care Act 1990
- ❑ Control of Substances Hazardous to Health Regulations 1989
- ❑ Sex Discrimination Act 1975, 1986
- ❑ Mental Health Act 1983
- ❑ Race Relations Act 1976
- ❑ Health and Safety at Work etc Act 1974

Staff

- ❑ Criminal Records Bureau Disclosure Service 2000
- ❑ Care Standards Act 2000
- ❑ National Minimum Wage Act 1998 and Regulations 1999
- ❑ Working Time Regulations 1998 and 1999
- ❑ Public Interest Disclosure Act 1998 (Whistle Blowing)
- ❑ Part V Police Act 1997
- ❑ Employment Rights Act 1996
- ❑ Rehabilitation of Offenders Act 1984
- ❑ The Provision and Use of Work Equipment Regulations (1998) (ISBN0-7176-0414-4) are available from the Health and Safety Executive
- ❑ National Association for the Care and Resettlement of Offenders (NACRO) leaflet

Catering facilities

- ❑ Food Safety (General Food Hygiene) Regulations 1995
- ❑ Food Safety Act (1990)

Good Care Guides published by Kent County Council

- ❑ Older People Living at Home
- ❑ Older People with dementia
- ❑ Administering Medication
- ❑ Personal Relationships and Service Users
- ❑ Recruitment and Selection of Staff
- ❑ Adult Protection
- ❑ Universal Precautions
- ❑ First Steps to Equality
- ❑ Second Steps to Equality
- ❑ Equality in Employment

Other Documents

- ❑ Working Together to Safeguard Children
- ❑ Multi-Agency Adult Protection Policy, Procedures and Protocols for Kent and Medway

Note: *Additional 'Good Care Guides' and 'Other Documents' can be obtained from the address below at a nominal price.*

This Specification is the property of Kent County Council. Comments or questions should be forwarded to:

**Kent County Council
Social Service Directorate
Service Policy and Standards (Contracting)
Room 2.38
Sessions House
County Hall
Maidstone
Kent ME14 1XQ**

Telephone: (01622) 694907

E-mail: sshqcontracts@kent.gov.uk

1. ADDENDUM

- 1.1 This Addendum refers to the detail of service provision, the rights of Service Users, the Tasks (service components) of the expected service and the Standards expected of the Care Provider.

2. Description of services to be supplied

- 2.1 The range of services to be provided may include personal care and social/emotional support.
- 2.2 As a basic minimum service, You will provide carers to be on duty in the scheme 24 hours a day, every day of the year, to assist in providing personal care, practical support, housing related support tasks and encouragement to Service Users to participate in the range of communal activities.
- 2.3 Waking Night Support - the Care and Support Worker is expected to remain awake throughout the night and be readily available to provide support/assistance in accordance with agreed outcomes in the Care Plan.
- 2.4 In addition to the on site care and support there is likely to be a need for additional care hours to be provided flexibly according to the needs of the individual Service User and their dependency band.
- 2.5 Every resident will have access to the Care Team 24 hours a day for emergency support needs. It is therefore expected that a combination of on site and domiciliary care services are available at the Extra Care Housing Scheme. You will be responsible for achieving this in the most appropriate and cost effective way.
- 2.6 At any time You will respond appropriately to requests for assistance from or concerning a resident within five minutes of receiving the request via the designated call system or other means.
- 2.7 You will be able to provide Services to new residents within the Extra Care Housing Scheme as long as You have seven days' notice of the Service User's move into the Extra Care Housing Scheme and receive a Care Plan from the responsible KASS staff member. If possible, You will arrange to meet a prospective resident prior to their moving into the Extra Care Housing Scheme.
- 2.8 The desired outcome of the service provided to each Service User will be described in the Care Plan.

3. LEVEL OF SERVICE

- 3.1 The Guaranteed Minimum Service Level is defined in the Contract Terms and Conditions and means the guaranteed quantity of Service per week for the duration of the Contract that You will be contracted to deliver within each Extra Care Housing Scheme.

3.2 The Guaranteed Minimum Service Level will be subject to change following the annual performance review, which will be carried out on a yearly basis in line with the our Service and Quality Monitoring Review procedures.

3.3 You must ensure that staff are available for induction and training prior to opening. Transitional (i.e. implementation) arrangements will be agreed with Us.

3.4 You must accept all Referrals within the Extra Care Scheme.

4. SERVICE COMMENCEMENT

4.1 If you require additional information, then you shall request the same from the Care Manager prior to commencement of the Service and the Care Manager will use his/her best endeavours to meet any reasonable request.

5. TASKS

5.1 Some support tasks may entail a split of responsibility between You and the Housing and Facilities Management Provider. Such shared responsibility must be discussed in detail and agreed with the Housing Provider at the commencement of the Contract.

5.2 Where there is a split of responsibility for housing related and support activities, the Housing and Facilities Management Provider and You will agree how work will be shared to deliver the activity and this should be documented accordingly.

5.3 If the Service is usually provided by more than one worker, one of the workers involved in providing the Service shall be nominated as The Key Worker. The Key Worker has the responsibility for taking a particular interest in the Service User and their carer as appropriate. The Key Worker shall be stated in the Service User's folder. The Key Worker approach does not take away the responsibility of all workers to support the Service User in an appropriate way but is a way of personalising and co-ordinating the service provision.

6. MONITORING AND PERFORMANCE INDICATORS

6.1 You will be expected to achieve agreed satisfaction levels, (which will vary during the course of the Contract), against the Key Performance indicators as detailed in clause 7.2.

6.2 It is expected that both You and the Housing and Facilities Management Provider will work closely and co-operatively, in accordance with clauses defined in section 9, which may be adjusted during the course of this Contract. The effectiveness of this partnership working will be measured though the performance indicators as specified.

7. PERFORMANCE LEVELS

7.1. The Provider shall be expected to meet all the criteria set through the Commission for Social Care Inspection or the Care Quality Commission.

7.2. In addition, You will be expected to achieve agreed satisfaction levels – which will vary during the course of the Contract – on the following Key Performance Indicators;

	Key Performance Indicators	Initial Target
7.2.1	Overall satisfaction and service provided	Extremely satisfied / Very satisfied 60%
7.2.2	All residents have up to date care and support plan with appropriate risk assessments	100%
7.2.3	Residents receive sufficient visits	90%
7.2.4	Residents receive same care workers	Always / nearly always 95%
7.2.5	Care workers are obliging	90% satisfaction
7.2.6	Care workers are flexible	90% satisfaction
7.2.7	Care workers are responsive in emergencies	90% satisfaction
7.2.8	Care workers are competent to undertake tasks	90% satisfaction
7.2.9	Care workers encourage residents to do things for themselves	90% satisfaction
7.2.10	Tasks are carried out at a time that suits residents	90% satisfaction
7.2.11	Carers are in a rush	60% never
7.2.12	Excellent care workers	95% strongly agree / agree
7.2.13	All complaints are dealt with in agreed timescale	100%

7.3 The performance indicators described in section 7.2 will be subject to further adjustment by the Contracts Manager or their nominated officers.

7.4 An annual review in line with the County Council's Quality and Monitoring Review Process will be conducted by the Contracts Manager to determine the satisfactory achievement of the detailed performance Indicators.

8. EXTRA CARE DOMICILIARY SUPPORT TASK LIST

8.1 At all times the focus will be to 'work with' rather than to 'do for', to encourage and maximise the independence of residents.

8.2 Personal Care comprises personal assistance, but not nursing care, enabling individual Service Users to carry out daily living activities. All tasks should only be carried out following an appropriate risk assessment that should then be followed by the Workers.

8.3 As part of the Service User's social and emotional support, the Services shall enable each Service User to achieve as independent a lifestyle as possible.

8.4 Domestic support may be required as part of an overall package of care.

8.5 It is recognised that the schemes will have a wide range of abilities and disabilities across the 7 districts. The Care Plan formulated by the appointed Care Manager will determine the level of Tasks to be delivered according to the needs of the individual Service Users. Therefore, there may be additional support factors which need to be taken into consideration for certain Service Users and some tasks may have to be shared with the Housing Provider.

- 8.6 This is not an exhaustive list, but gives a broad framework of the tasks that may have to be shared with the Housing and Facilities Management Provider.
- a) Monitoring health and well-being.
 - b) Support with household management and, ensuring the health and safety and security of both individual resident's dwelling and the security of the whole building outside of the required hours of the Housing and Facilities Management Provider and responding to emergency calls.
 - c) Maintaining and developing social contacts and avoiding isolation.
 - d) Helping in social networks and joining in activities.
 - e) Support with household management, ensuring the health and safety and security of both individual resident's dwellings and the security of the whole building outside of the required hours of the Housing and Facilities Management Provider and responding to emergency calls.
 - f) Encouraging and supporting residents to participate in the life of the wider community, including participation where necessary in the range of activities organised by the Housing Provider.

9. THE CARE INTERFACE WITH THE HOUSING PROVIDER

- 9.1 It is recognised that the management and operation of the Interface between the Housing and Facilities Management Provider, We and You will be of paramount importance in terms of delivering the Council's Vision for Extra Care Housing and service delivery to residents.
- 9.2 Experiences show that the relationship between the Housing and Care Provider is so pivotal that a scheme can succeed or fail this is if not planned or managed effectively. Criteria for a successful relationship include the following:
- A shared understanding and commitment to the philosophy of the scheme by all parties with the delivery of a quality cohesive service to residents being the common uniting goal.
 - A strong commitment to joint working by the Council, Housing and Care Provider.
 - An open and trusting relationship characterised by respect of specialisms, and a willingness to learn and tackle problems together.
 - Good working relationships at all levels and effective team working.
 - Clarity of roles characterised by a degree of give and take and flexibility at the edges.
 - Close co-operation and good communication between the Housing and Care Provider.
 - A focus on delivering better outcomes for residents rather than being bound by internal processes.
- 9.4 We have the following expectations of you in relation to your relationship with the Housing Provider:
- 9.4.1 Criteria for a successful relationship include the following:
- That You work with the Housing Provider and a Joint Protocol is drawn up to detail the operation of the interface. This is to be agreed and signed by the Housing and Facilities Management Provider and You.

- The Housing and Facilities Management Provider and You will agree and adhere to a programme of joint training, where joint training will be beneficial i.e. operation of equipment, health and safety relating to the building, fire safety, awareness of roles and processes.
- You in conjunction with Us will involve the Housing and Facilities Management Provider in the development of individual residents' need assessments and support plans in relation to identifying areas of need in relation to housing related support.
- We will also expect You to have the following financial responsibilities:
 - Payment for office related running costs relating to the care staff i.e. payment for telephone lines and calls/operation of fax / photocopier / stationery / contribution to heating and lighting costs.

9.5 Once You have been selected, We may arrange a series of meetings with the Housing and Facilities Management Provider and You, to clarify respective roles and responsibilities and identify areas where flexibility and support will need to be provided. It will be useful to include a meeting, which involves the catering provider so that there is clarity across all operations within the scheme.

9.6 Particular roles and areas of responsibility, which will need to be discussed and agreed, are as follows:

- **Housing Related Support activities** – Where there is a split of responsibility for activities, the Housing and Facilities Management Provider and You will need to agree how You will work together to deliver the activity. In terms of responding to residents' emergency call alarms, You will be responsible for this activity, but Housing and Facilities Management Provider staff will provide some back up support in cases of emergency.
- **Building security** – The Housing and Facilities Management Provider will be responsible for the security of the building during the required hours, however You are expected to assist with maintaining the security of the scheme during these hours i.e. closing doors that should not be open, apprehending suspect visitors etc.

You will be expected to be responsible for maintaining the security of the building. This will include regulating access to the scheme, welcoming and signing in visitors, responding to door security alarms etc. and cooperating and assisting with the Housing Provider's Temperature Management Plan.

- **Maintenance** – The Housing and Facilities Management Provider will generally be responsible for all maintenance activity relating to the scheme, however, You will be expected to have the following roles:
 - Assisting less able residents to report repairs to their homes.
 - Reporting defects in the communal areas to the Helpdesk.
 - Assisting residents with the use and operation of equipment in their homes i.e. setting heating controls, use of telecare equipment.

- **Refuse** – The Housing and Facilities Management Provider staff will be responsible for emptying and clearing rubbish from storage bays on the floors of each scheme, however Care Staff will be expected to assist residents with sorting their refuse for recycling and assisting those who are not able to transport their refuse from their home to the refuse storage areas.
- **Cleaning** – The Housing and Facilities Management Provider will be responsible for the general cleaning of the scheme. You will be expected to be responsible for reporting any spillages/debris to the Helpdesk and informing the Helpdesk when the staff sleepover facility is used so that laundry and cleaning services can be programmed. The Housing and Facilities Management Provider may also be interested in talking to You about their staff undertaking 'emergency' cleaning outside working hours and being reimbursed for the cost of this service.
- **Health & Safety** – Both the Housing and Facilities Management Provider and You will have a joint responsibility for Health & Safety. During the required hours, you will be expected to assist the Facilities and Events Management Team with fire safety procedures.

9.7 **Training and Induction** - In order to foster an ethos of teamwork and joint working at each scheme and across the sites, it is appropriate that joint induction and training is planned between the Housing and Facilities Management Provider and You and facilitated by us when appropriate.

The Housing and Facilities Management Provider will supplement these training and induction sessions with an on-site operational manual and condensed guide/handbook for staff.

9.8 **Good Communication and Close Co-operation** - Housing Provider's Contract Manager, Senior Care Provider Manager, Care Commissioning Manager, catering Manager and County Council. It is suggested that these are held initially, then reverting to quarterly or bi-annually. The team will be working closely together but should the need arise meetings can and will be called to deal with specific issues.

- Facilities & Events Manager, Care Commissioning Manager, Site Catering Manager, Care Provider Manager/Team Leader. These would be held ;
- Scheme and Service Delivery Team meetings – monthly.
- Residents Meetings/Focus Groups – quarterly.
- Pre-planned Allocations Panel Meetings.

Meetings to be supplemented with additional formal communications such as electronic team/staff briefings, and newsletters and scheme/contract information and newsletters for residents.

9.9 **Monitoring of Reporting Arrangements** - There may be some teething problems at first as staff become accustomed to the operation of the building and each other's roles and responsibilities. It is important to be open and

honest with residents about these anticipated initial problems and provide a commitment to early resolution rather than creating an expectation that everything will run smoothly from day one. Residents will be encouraged to provide feedback on any problems, no matter how minor, so that the service can be improved.

9.9.1 In terms of monitoring the management and operation of the care and catering facilities of the schemes, the following indicators and triggers will be used by the Housing and Facilities Management Provider for the improvement of satisfaction with service delivery

- Compliments and complaints.
- Formal and informal feedback from Commissioners, staff, residents and stakeholders.
- Incidents and accidents.
- Focus groups of staff and residents.
- Resident satisfaction questionnaires.
- Stakeholder questionnaires.

TERMS AND CONDITIONS

This document sets out the terms and conditions of providing domiciliary care services for Extra Care Sheltered Housing of Older People

November 2008

This material, which was produced in consultation with the Kent Community Care Association, may not be copied or published without the Kent County Council's permission in writing.



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Appendix 1 Specification for Domiciliary Care Service

This Agreement is between:

1. The Kent County Council of Sessions House, County Hall, Maidstone ME14 1XQ (referred to in this Agreement as 'We' or 'Us') and
2. The Service Provider whose name and address is given in Appendix 3 and who owns the domiciliary care organisation (referred to in this Agreement as 'You' or 'your').

TERMS AND CONDITIONS OF THE AGREEMENT

1 Definitions

When they are used in this Agreement, the terms and expressions set out below in the first column have the meanings set out in the second column:

Agreement	The terms and appendices of this Pre-Purchase Agreement.
Approved List	<p>A list of Organisations that have met our requirements for Approved Provider status.</p> <p>During the lifetime of this contract, non-Approved Providers will be able to make application to be put on the Approved List. This will happen through 'Panel' arrangements that currently exist for other types of Service provision.</p>
Approved Provider	A provider who has met our criteria and is then placed on our Approved List. Organisations on this list may be offered a Call Off Contract and be considered for a Block Contract.
Authorised Signatory	This is the owner of the Organisation or the person that (s)he authorises to act on his/her behalf.
Call Off Contract	See Contract Types.
Care Manager	The person we have deployed to arrange and review domiciliary care services for people who have been found on assessment to be owed a duty under various enactments. In this agreement Care Managers should also be taken to include Care Manager Assistants, Purchasing Officers and any other authorised representative.
Care Plan	A written statement produced by the Care Manager, regularly updated and agreed by all parties. It sets out the social care and support that a Service User requires in order to achieve specific outcomes and meet the particular needs of each Service User.
Care Worker	A member of Staff employed by You to carry out the domiciliary care service.
Commissioners	Members of our Staff who have responsibility for determining what Services will be purchased in order to meet assessed eligible needs.

Continuing Breach	A breach in contractual duty or duties on your part as a result of repeated failures to remedy non-performance or to sustain performance over a reasonable period of time.
Contract Award Letter	The letter from Us to You which communicates our acceptance of your offer to provide the Service. This letter will contain the detail of any contract award.
Hourly Price	The amount payable to the Service Provider for the Service Units delivered to a Service User, in a week, as recorded on the Service Delivery Order.
Contracts Manager	The person who We have authorised to administer our contracts for social care. His or her address will be given in the Contract Award Letter.
Contract Types	<p><u>Minimum Guaranteed Service (Block)</u></p> <p>One person on duty within each scheme 24 hours per day every day of the year. This includes an additional 2 hours allowance for handover period in each 24 hour day.</p> <p><u>Call off Contract</u></p> <p>A contract with mutually agreed terms, conditions and price but with no guarantee of purchase. With your agreement We may purchase a service against this contract at any time during the period of the contract.</p>
Call Off Payment	Payment will be made on an hourly rate for hours provided in excess of the Minimum Guaranteed Service.
Extra Care Housing Schemes	Means the schemes as set out in Appendix One to these contract conditions.
Force Majeure	Means acts, events, omissions, happenings, or non-happenings beyond the reasonable control of one party which prevent the performance by that party of its obligations in respect of that service. Any act, event, omission, happening, or non-happening will only be considered to be Force Majeure if it is not attributable in whole or in part to the wilful act neglect or omission of the affected party its agents, contractors, sub-contractors or employees.
Housing and Facilities Management and Provider	Means Housing 21 of Leitrim House, Coldharbour Lane, Aylesford, Kent, ME20 7NS or its sub-contractors.
Mileage	The amount spent on travelling between Service Users. This amount should take account of petrol, depreciation of the vehicle, tax and insurance. <i>(See also Travel Time.)</i>

Minimum Guaranteed Service Payment	Means the payment made each month for the Minimum Guaranteed Service regardless of the hours delivered. This payment will only be made if the total of SDO hours are less than 26 hours per day.
Organisation	The domiciliary care organisation providing personal care for people living in their own home. Each franchise will be treated as a separate Organisation.
Project Agreement	Is the agreement between the County Council and the Housing and Facilities Management Provider, for the provision of Extra Care Sheltered Housing in Kent.
Regulator	The body which is established by statute and to whose regulatory powers You are subject. Currently, this is the National Care Standards Commission. From 1 April 2004 this will be known as The Commission for Social Care Inspection.
Serious Breach	A breach of your duty of care to a Service User by which he or she suffers harm and/or any malicious act by You towards Us.
Service	The domiciliary care that You will provide for a Service User in accordance with the provisions of the Care Standards Act 2000 and terms of this Agreement.
Service Unit	The measure of time by which the Service is purchased (i.e. 1 hour, 3/4 hour and 1/2 hour). The Service Unit begins on arrival at the Service User's home and ends on leaving, unless specified otherwise on the Service Delivery Order. It does not take account of Travel Time.
Service Delivery Order	The Service Delivery Order (SDO) initiates and tailors the Service for a Service User.
Service User	A person who has been found on assessment to be in need of domiciliary care services. You will have an SDO for him or her.
Service User Plan	The written guide produced by the provider in accordance with the regulation 5 of the Domiciliary Care Agencies Regulation 2002.
Site	Is any or all Extra Care Housing Schemes listed.
Specification	Our "Specification For Domiciliary Care Services" which is Appendix 1.
Staff	The employees and workers who carry out the Service for You.
Start Date	The date notified in the Contract Award Letter as the beginning of the contract.
Transaction Data Monitoring	Commonly known as TDM. An electronic financial invoicing process, which requires You to be Visa enabled. TDM matches the invoice to the order given set criteria and makes payment to the provider via the VISA platform.
Travel Time	This is part of the working day spent in travelling between Service Users' homes. Travel time applies to drivers, cyclists and walkers.

Unit	Is any of the apartments and common parts to be provided by the Housing and Facilities Management Provider on each of the sites.
We	The Kent County Council and any person to whom We may assign this Agreement. Unless the context otherwise requires, 'Us' and 'our' will also be taken to refer to 'We'.
Working Day(s)	Means Monday to Friday inclusive between the hours of 0900 and 1700, except when these days are Bank Holidays.
You	The legal owner of the Organisation as detailed in Appendix 3 or any person either authorised to act on your behalf or succeeding to your ownership of the Organisation.

2 Interpretation

- 2.1 Unless the context makes it clear that this is not what was intended, any reference in this Agreement to:
- (a) The singular includes a reference to the plural and vice versa;
 - (b) A person includes a reference to an individual or a firm, partnership, company or corporation;
 - (c) A 'clause' or an 'Appendix' means a reference to a clause or Appendix of this Agreement;
 - (d) Any notice or communication 'in writing' means sent by post or personal delivery or fax.
- 2.2 The headings in this Agreement are for ease of reference only and do not affect its interpretation.
- 2.3 Any reference in this Agreement to any legal enactment, order, regulation or other similar instrument means that which is in force. This includes (for as long as they are in force):
- (a) Any amendments or modifications to any such enactment, order, regulation or other similar instrument, and
 - (b) Any re-enactment of any such enactment, order, regulation or other similar instrument.

3 Start and Duration of this Agreement

- 3.1 This Agreement will begin on the commencement date and continue for a period of 5 years from that date.
- 3.2 We may by giving not less than six month's written notice prior to the expiry date, renew the contract for up to two years on similar or changed terms following agreement with You as to such renewals and terms.
- 3.3 We will agree with You a start date for the Service being provided at each site.
- 3.4 All residents will be allocated a tenancy or leasehold purchase via the Joint Allocations Panel. The Provider will be a member of the Panel, alongside the Landlord and a representative from the County Council's Adult Social Services Directorate.

4 Entire Agreement

- 4.1 This Agreement sets out all the terms and conditions that You and We have agreed as regards the provision of the Service.
- 4.2 It supersedes any representations, documents, negotiations or understandings about the Service, whether oral or written, made, carried out or entered into before the date of this Agreement.

- 4.3 What is set out in the clauses of this Agreement and/or the requirements of an SDO will take precedence if there is any inconsistency or conflict between them and what is set out in your terms and conditions of domiciliary care services for Service Users.

5 Contacts

- 5.1 For the purposes of this Agreement, the Contracts Manager will be your first point of contact for Us and the signatory to this Agreement or such other person as You notify in writing to the Contracts Manager will be our first point of contact for You.
- 5.2 For the purpose of an SDO, your first point of contact for Us will be the Care Manager who is identified on the SDO.
- 5.3 All correspondence relating to this Agreement, from You to Us or vice versa, will be sent in writing to the applicable address shown on Appendix 3 of the Agreement.
- 5.4 All correspondence relating to an SDO, from You to Us or vice versa, will be sent in writing to the applicable address shown on the SDO. Writing may be in a format as described in clause 29.1.

6 Review

- 6.1 We will review this Agreement whenever there is a significant change in our statutory functions regarding the Service.
- 6.2 Otherwise, as a minimum, You and We will re-examine this Agreement within five years of the Start Date and then once during every subsequent five year period.
- 6.3 The Care Manager will review an SDO and Care Plan after one month, after three months and six monthly thereafter. This may not always take the form of a visit to the Service User's home.

7 Contracts

- 7.1 For the purposes of tendering, it is expected that each Extra Care Housing Scheme will have a balance of dependency needs within the community of residents, with a third of residents in each of the high, medium and low dependency groups.
- 7.2 This contract binds You and Us to collaborate in order to use the guaranteed number of hours of Service. This includes your obligation to meet our reasonable requests for a Service. Subject to this provision We will pay You for hours which are not used where We use less than the guaranteed hours.
- 7.3 The Guaranteed Minimum Service Level will be subject to change following the annual performance review which will be carried out on a yearly basis in line with our service and quality monitoring review procedures.
- 7.4 The Service Level for each scheme may increase or decrease to reflect the number of service users receiving a care and support service and/or changes in the dependency bands of the service users.
- 7.5 Full details of this contract will be given in the Contract Award Letter that You will receive (i.e. price, hours, location, variations and reviews).

- 7.6 You must acknowledge that We have entered into a Project Agreement with the Housing and Facilities Management Provider and You must undertake not to wilfully impede the Housing and Facilities Management Provider in the performance of its obligations under the Project Agreement.
- 7.7 You will abide by the principles and practices set out in the Specification and its Addendum in relation the relationship with the Housing Facilities Management Provider across the Extra Care Housing Schemes.
- 7.8 You will participate in the Allocations Panel when new residents move into each scheme. An Allocation Panel would be established for each site. In addition to contribution to the decision making process You will ensure that the panel is kept up-to-date with the dependency profile of the residents, to enable a balanced community model to be maintained.
- 7.9 The end date of the contract will be 26th April 2014.

8 Price

- 8.1 The Contract Price will remain fixed for the duration of the contract.
- 8.2 You will be paid the tendered price for each hour of support as detailed in the SDO for each service user in return for your carrying out your obligations under this Agreement.
- 8.3 The Contract Price will include Mileage and Travel Time costs.
- 8.4 You will not charge the Service User or his or her representative for any part of the Service that is deemed to be included in the Contract Price.
- 8.5 If You are requested to provide other additional Services at the request of the Service User or his or her representative, We will regard this as a private arrangement that is outside this Agreement. With the knowledge of the Service User You will notify the Care Manager prior to the commencement of any such arrangement.
- 8.6 The hourly rate and the minimum hours will remain fixed until the Review Date unless the Service Level has been adjusted under the terms of Clause 7.4. Thereafter, the Service Level will be adjusted annually in accordance with the provisions of the Clause 7.3.

9 Payment Arrangements

- 9.1 We will issue you an SDO when a Service User is allocated to You.
- 9.2 You will be required to submit electronic invoices to KCC in the format provided to You in order to receive payment.
- 9.3 The electronic invoice can be submitted for any complete week or number of weeks following the end of the week. For the purpose of this variation the week will always end on a Sunday.
- 9.4 You will be required to be VISA enabled with a specific Merchant ID for TDM.
- 9.5 If We are late in making any payment of the Contract Price then We will pay You in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Amendment to this Act (August 2002).

9.6 Should the amount paid by TDM fall below Guaranteed Minimum Payment of 26 hours per day, reconciliation will be done monthly.

9.7 You will invoice Us at the end of each four week period for the above payment.

10 Price Increases

10.1 On 1 April each year We will review the contract price taking into account and giving due consideration to the known changes in the cost of provision over the previous 12 months as authorised by our elected Members.

10.2 Other than as set out in clause 10.1, the Contract Price will not be increased unless there are exceptional circumstances and We agree. Whether or not We agree will be at our discretion.

11 Monitoring Performance

11.1 You will comply with the performance monitoring arrangements that will be drawn up by Us in consultation with your representatives.

11.2 You will make available to Us, upon request, copies of any Regulator reports, including those that have not yet been released to the public.

11.3 You will keep records that ensure You can demonstrate to Us your performance of this Agreement. Your records will show resource inputs, organisational processes and outcomes related to the Service and Service Users.

11.4 We reserve the right to visit your offices at any reasonable time without giving notice.

11.5 We reserve the right to directly elicit the views of willing Service Users. We will respect their privacy where We do this.

11.6 Following discussion with You, We reserve the right to directly elicit the views of your Staff and to observe the Service provided at the point of delivery.

11.7 We reserve the right to look at your relevant accounts on a regular basis during the life of this Agreement for the purpose of validating your financial viability. We will be reasonable in exercising this right; in particular We will adapt to the Regulator's practice in this area. We will treat any information gained in accordance with the provisions for confidentiality at clause 27.5.

11.8 You will notify Us of any revision to your statement of purpose or Service Users guide within 14 days of publication.

11.9 You will when necessary, with the Service User's consent, allow the Authorised Officers and Care Manager or their deputies access to the Service User's premises for the purposes of monitoring the Contract Standard, including the carrying out of spot checks.

11.10 You will notify us if;

- a) You merge with another organisation or,
- b) You in any way transfer your business to another organisation or,
- c) as a result of any misconduct or mismanagement on your part (alleged or actual)

a regulatory body directs an inquiry into or makes an order of any kind in relation to your affairs; or

- d) Any registration which You must maintain or accreditation which You must hold in order to provide the Service or any related service is withdrawn or cancelled or is threatened to be withdrawn or cancelled.

12 Dispute Resolution

- 12.1 If there is a dispute between You and Us about the interpretation or operation of this Agreement then both of Us will make every effort to resolve the dispute when and where it arises, negotiating on the basis of good faith.
- 12.2 Having done this, either one of Us may notify the other that it wishes the dispute to be referred to a meeting of your representative (as at clause 5.1) and the Contracts Manager who will discuss the issue within 10 Working Days of receiving the notification.

Note:

- (a) If the dispute is not resolved within 20 Working Days of the date of their discussion, then either one of Us may notify the other that it wishes the dispute to be referred to more senior officers on both sides to resolve;
 - (b) If they fail to resolve the dispute within 20 Working Days of its referral to them then either one of Us may notify the other that it wants to try to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure;
 - (c) If You and We do not agree on the identity of the mediator then either one of Us may ask CEDR to appoint one;
 - (d) Both of Us must pay the mediator's fee in equal shares and do what We can to ensure the mediation starts as soon as possible;
 - (e) Any agreement reached as a result of mediation will be final and binding on both of Us, but if the dispute has not been settled within 10 Working Days of the mediation starting then either of Us may instigate litigation proceedings (but not before then).
- 12.3 Using the dispute resolution procedure will neither delay nor take precedence over any use of the default or termination procedures.

13 Default

- 13.1 If either of Us considers that the other is in default of its obligations under this Agreement or an SDO, then the default and a reasonable time-span within which it must be put right must be notified in writing to whichever of Us is considered to be at fault.
- 13.2 Where the default is not put right within the specified time then it may be referred to the dispute resolution procedure contained in clause 12 of this Agreement or the termination procedures contained in clauses 14 and 15 of this Agreement.

14 Termination of the Agreement

- 14.1 You will notify Us without delay if You cannot meet your commitments under this Agreement for a temporary period. In this circumstance and without prejudice to the continuation of this Agreement, We may help You to ensure the continuity of the

Service.

- 14.2 This Agreement may be ended at any time by either of Us giving to the other not less than 6 months prior notice in writing to expire at any time.
- 14.3 We may terminate this Agreement without notice and recover from You the amount of any loss resulting from the termination if You:
- (a) Are in **Serious** Breach of this Agreement;
 - (b) Are in **Continuing** Breach of this Agreement;
 - (c) Are convicted of an offence under the provisions of the Care Standards Act 2000 and regulations thereto and any subsequent amendments;
 - (d) Cease to hold appropriate registration under the Care Standards Act 2000;
 - (e) Become bankrupt or are the subject of any application or arrangement under the provisions of the Insolvency Act 1986 (as amended by the Enterprise Act 2002);
 - (f) Have a winding-up order made (except for the purposes of amalgamation or reconstruction) or a resolution of a voluntary winding-up is made;
 - (g) Have a provisional liquidator, receiver or manager of your business or undertaking duly appointed;
 - (h) Have an administrative receiver as defined in the Insolvency Act 1986 (as amended by the Enterprise Act 2002) appointed;
 - (i) Are in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager or an administrative receiver, or which entitle the court to make a winding-up order;
 - (j) Take financial advantage of a Service User or inappropriately solicit money from his or her representative or Third Party;
 - (k) Offer any inappropriate inducements or exert pressure on a potential Service User or his or her representative or Third Party to encourage a choice of your Service;
 - (l) Offer, give or agree to give any gift or consideration of any kind to any of our Officers or elected Members in order to gain an advantage in the performance of this Agreement;
 - (m) Defraud us.
- 14.4 Where there has been a termination by the Housing and Facilities Management Provider of any licence granted to You to occupy premises on all or any of the Sites and in our reasonable opinion the lack of access to those premises prevents You from providing the Service to the Contract Standard, You will be entitled to any of the payments due to You on the date of such termination pursuant to clause 9.

15 Termination or Suspension of an SDO

- 15.1 We will give You not less than 1 working days notice of suspension of the SDO where it

is known that the Service User will not require the Service due to a planned absence. Where such notice is not given, We will pay the agreed rate for 1 day's planned Service to the Service User or any other reasonable period that You and the Care Manager negotiate.

- 15.2 In instances where a Service User is taken to hospital We will pay the agreed rate for 1 day's planned Service in order to ensure continuity of Care Worker if the Service User is not admitted and the Service needs to be re-established.
- 15.3 If a Service User is admitted to hospital, you should retain the Service 'slot' for 2 weeks to ensure continuity of Service when the Service User is discharged. The Care Manager will contact You as soon as the expected length of hospitalisation is known so that You can re-allocate the Service.
- 15.4 In the case of a Service User's sudden death We will pay the agreed rate for 1 day's planned Service to the Service User in lieu of notice.
- 15.5 You or We may terminate a Service Delivery Order, with reasonable grounds to do so, by giving 5 Working Days written notice.

16 Emergency Domiciliary Care Services

- 16.1 If You receive a request for an emergency care service from anyone other than a Care Manager, You will make every effort to contact the Care Manager before agreeing to provide the Service. The Service User will not be required to make any payment to You towards the cost.
- 16.2 If the Service User requires emergency domiciliary care and You cannot contact the Care Manager, We will pay for 1 hour or any other reasonable period that You and the Care Manager negotiate.

17 Statutory Obligations

- 17.1 Both of Us will comply with all relevant current and future legislation applicable to the provision of the Service.

18 Insurance

- 18.1 The onus is on You to ensure that your insurance policies are adequate to cover eventualities pertaining to your business.
- 18.2 You must maintain the following minimum insurance cover:

Public Liability Insurance: £5 million in respect of any one claim which You become legally liable to pay for illness, injury or death to a third party, or loss of or damage to his or her property;

Employers Liability Insurance: £10 million in respect of any one claim which You become legally liable to pay for illness, injury or death of an employee arising out of and in the course of his or her work;

Motor Vehicle Insurance: Third party cover with unlimited indemnity for third party injury and £5 million for third party property damage in respect of any one claim;

Adequate insurance cover to enable You to fulfil your responsibility under this Agreement in the event of material damage which causes the Service to be continued at another or multiple other locations;

Adequate professional indemnity, errors and omissions or malpractice insurance cover in respect of any one claim which You become legally liable to pay for loss or injury caused by any negligent act, error or omission occurring or committed in good faith in the conduct of your activities or duties. This includes the appropriate level of cover for the administration of medication.

18.3 You will procure and maintain the above mentioned insurance with a reputable company or companies.

18.4 You will provide to Us, on request, such information as We may reasonably require to confirm that the insurance referred to above has been effected and is adequate and in force at all times.

19 Variation

19.1 We reserve the right to vary any part of this Agreement at any time as a result of an Act of Parliament or direction of Central Government or outcome of an officially authorised review or audit by or for Us provided that the variation:

(a) Fits within the scope of the Service; and

(b) Is to be effected in accordance with any officially authorised timetable that prevails or any other period that is agreed by both of Us and then notified in writing to You.

19.2 Any non-statutory variation to this Agreement will only be effective when it is in writing and consented to by both of Us.

20 Ombudsman

20.1 Under the Local Government Act 1974, the Ombudsman may investigate a complaint about an action taken by You pursuant to this Agreement. You will co-operate fully with any such investigation and will reimburse to Us any payment We make to any complainant where a finding of maladministration causing injustice is made as a result of a fault on your part.

20.2 You may complain to the Ombudsman about maladministration by Us that caused injustice to You after We have been given an opportunity to consider the complaint. We will co-operate fully with any such investigation and will reimburse to You any payment You make to any complainant where the Ombudsman makes a finding of maladministration causing injustice as a result of a fault on our part.

21 Assignment and Sub-Contracting

21.1 If You want to either assign your interest in this Agreement to any other person or create any security over it or any part of it then You must first obtain our written consent, which should not be unreasonably withheld. Such assignment can only be made to another Approved Provider.

21.2 With the exception of your use of agency staff to cover vacancies in managerial or supervisory positions, You may, subject to clause 21.6, sub-contract the carrying out of your Service obligations under this Agreement only with another Approved Provider.

- 21.3 You should note that our giving You our consent to sub-contract will not relieve You of your obligations under this Agreement and that You will be responsible for the acts, defaults and neglect of any sub-contractor as if they were your own acts, defaults and neglect.
- 21.4 We will pay You as though the Service was delivered by You and You will invoice us accordingly. You will make your own arrangements to pay the sub-contractor.
- 21.5 We will monitor your usage of sub-contracted Staff and will withdraw our consent if We feel the level of usage is excessive.
- 21.6 You must not use self employed persons to provide the Service.
- 21.7 We reserve the right to direct that any individual member of Staff does not provide a Service to any particular Service User.

22 Change of Control

- 22.1 If You have a change of control or there is a change affecting your legal status or that of the Organisation, You will inform Us without delay.

23 Partnership and Agency

- 23.1 Both of Us expressly agree that nothing in this Agreement in any way creates a legal partnership between Us.
- 23.2 You will not hold yourself to be our agent or try to bind Us to any undertaking.
- 23.3 You may, with our consent in writing beforehand, advertise yourself as an Approved Provider to Us.

24 Force Majeure

- 24.1 Any failure or delay by You in performing your obligations under this Contract which results from any failure or delay by an agent, sub-contractor or supplier shall only be regarded as due to Force Majeure where that agent, sub-contractor or supplier is itself impeded in complying with an obligation to You by Force Majeure.
- 24.2 No Party shall be liable to another Party by reason of any failure or delay in performing its obligations under this Contract which is due to Force Majeure where there is no practical means available to the Party concerned to avoid such failure or delay.

25 Probity

- 25.1 You will immediately inform the Contracts Manager of any conflict of interest that has arisen or is likely to arise as a result of You undertaking work for or providing the Service to a third party other than a Service User.
- 25.2 We may seek an alternative provider for some or all of the Service if We have reasonable grounds for believing that such a conflict has arisen or is likely to arise as a result of information received from You or otherwise.

26 Declaration of Interests

- 26.1 You will inform the Contracts Manager in writing if You become aware that any of our Officers or elected Members has or acquires any interest in your business at any time during the life of this Agreement.

27 Waiver

- 27.1 If either one of Us fails to exercise, or delays in exercising any right or remedy, to which it is entitled under this Agreement or at law then this will not constitute a waiver of such right or remedy. It does not mean the provision in question no longer applies and it affects neither the validity of this Agreement nor the right of either of Us to enforce any provision in accordance with its terms.
- 27.2 Nothing in this Contract is intended to create a legal partnership or legal relations of any kind between the parties (including but not limited to the Partnership Act 1890). No Party shall have authorisation to make representations to act in the name of, or act on behalf of, or otherwise bind that Party.

28 Data Protection, Copy Right, Freedom of Information and Confidentiality

- 28.1 Both of Us must comply with the requirements of the Data Protection Act 1998 in so far as they apply to the provision of the Service and/or otherwise to this Agreement.
- 28.2 You will keep confidential any information that We supply to You in connection with this Agreement or that You obtain in the course of providing the Service. Any data that You so gain will be processed only in accordance with instructions in this Agreement and for no other purposes.
- 28.3 In respect of personal data subject to the Data Protection Act 1998, You will take appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental alteration, loss or destruction of or damage to such personal data.
- 28.4 You will not disclose personal data to any third parties other than:
- (a) To Staff and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the Service; or
 - (b) To the extent required under a court order.
 - (c) You will give notice in writing to Us of any disclosure of personal data that You or a sub-contractor may make under part (b) as soon as You are aware of such a requirement.
- 28.5 We will keep confidential any business information obtained from You in connection with this Agreement and We will take all reasonable steps to ensure that our employees do not divulge such information to a third party without your written consent, except as may be required by law.
- 28.6 We will give notice to You, in writing, of any disclosure of personal data that We may be required to make as soon as We are aware of such a requirement.

28.7 Us and You acknowledge that;

- a) All information and data, including personal data, obtained and used in connection with this Contract shall remain the property of the parties and shall be processed for the sole purpose of undertaking their obligations under this Contract and for no other purpose.
- b) We may share information relating to You or this contract with other purchasing, monitoring and regulatory agencies when reasonably judged by Us to be in the interests of the Service User or the provision of the Service. If We subscribes to any formal protocol for sharing information with such agencies then You will be informed in writing, and sent a copy of any such protocol. We may share information relating to You for data matching purposes, in order to contribute to the prevention and detection of fraud in accordance with the requirements of the Audit Commission.
- c) Requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and cooperate with Us to enable it to comply with these information disclosure requirements
- d) Our name shall not be used by You in the endorsement of any project or in any other way or for any purpose without our prior written consent, which will not be unreasonably withheld.

29 Transfer of Undertaking

29.1 You will abide by its duties and responsibilities under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and all other relevant legislation and in particular:

- a) During the 12 months preceding the expiry of this Contract or after We have given notice to terminate this Contract or at any other time as directed by Us and within 15 working days of being so requested by Us, You will fully and accurately disclose to Us any and all information in relation to all Workers engaged in providing the Service including all relevant employees who are to transfer as a consequence of a relevant transfer as We may request, in particular but not necessarily restricted to any of the following:-
 - (i) a list of all employees employed by You.
 - (ii) Agents and independent Care Providers engaged by You.
 - (iii) The total payroll bill (i.e. total taxable pay and allowances including employers contribution to pension scheme) of those personnel.
 - (iv) The terms and conditions of employment of the relevant employees, their age, salary, date continuous employment commenced (and if different) the commencement date, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.
- b) You will warrant the accuracy of all the information provided to Us and authorise

Us to use any and all the information as it may consider necessary for the purpose of its business for informing any tenderer for any services which are substantially the same as the Service (or any part thereof).

- c) During the 12 months preceding the expiry of this Agreement or where notice to terminate this Contract for whatever reason has been given, You will allow Us or such other persons as may be authorised by Us to communicate with and meet the relevant employees and their Trade Union or employee representatives as We may reasonable request.
- d) During the 12 months preceding the expiry of this Contract or where notice to terminate this Contract for whatsoever reason has been served, You will not without our prior written consent unless bona fide in the ordinary course of business:
 - i) vary or purport or promise to vary the terms and conditions of employment or any employee employed in connection with the Services;
 - ii) materially increase or decrease the number of employees employed in connection with the Services; or
 - iii) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Service.

29.2 Indemnities

You will (subject to our and your duty to mitigate the losses) fully indemnify Us and any new Care Providers appointed by Us against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) incurred by them as a result of or in connection with the employment or termination of employment of any employee of the Care Provider during any period prior to the date of expiry or termination of this Contract.

29.3 Sub-Care Providers

In the event that You enter into any Sub-contract in connection with this Contract it shall impose obligations on its Sub-Care Providers in the same terms as those imposed on it pursuant to this Clause 7 and shall procure that the Sub-Care Provider complies with such terms. You shall indemnify Us and keep Us indemnified in full from and against all direct, indirect, or consequential liability, loss, damages, injury, claims, cost and expenses (including legal expenses) awarded against or incurred by Us as a result of or in connection with any failure on the part of the Sub-Care Provider to comply with such terms.

30 Electronic Business

- 30.1 You and We will co-operate with each other in order to make the most of information and communication technology as it applies to the provision of the Service and/or otherwise to this Agreement.

30.2 Any demand, notice, or other communication required to be given under the terms of this Contract will be sufficiently served if:

- a) Served personally on the addressee; or
- b) Sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the intended recipient;
- c) and, if so sent will, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting, or on successful transmission, as the case may be.

31 Law

31.1 This Agreement will be considered as a contract made in England and according to English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

The clauses end here.

This Pre Purchase Agreement is the property of Kent County Council.

Comments or questions should be forwarded to:

Kent County Council
Social Service Directorate
Service Policy and Standards (Contracting)
Room 2.38, Sessions House
County Hall
Maidstone
Kent ME14 1XQ

Telephone: (01622) 694902

Fax: (01622) 694915

E-mail: sshqcontracts@kent.gov.uk

Cabinet Scrutiny Committee – 19 January 2011

4. Ask the Managing Director, Kent Adult Social Services, that additional information be provided about ongoing protection of terms and conditions for any staff transferred under Transfer of Undertakings (Protection of Employment) Regulations to new providers, and how long staff would enjoy this protection.

BERR's (Department for Business Enterprise & Regulatory Reform) guidance on the matter states the following:

Q Is there a time limit after the transfer where it is 'safe' for the new employer to vary contracts because the reason for the change cannot have been by reason of the transfer because of the passage of time? (it is worded like this because no change can be made if that change is associated with the transfer. The 2006 Act deemed that things like harmonising terms and conditions after the transfer is covered by this but it could be argued a number of years down the track the transfer is not the reason for the change).

A. There is likely to be a time when the link with the transfer can be treated as no longer effective. However, this must be assessed in the light of all the circumstances of the individual case, and will vary from case to case. There is no rule of thumb used by courts or specified in the Regulations to define a period of time after which it is safe to assume that the transfer did not impact directly or indirectly on the employer's actions.

As has always been the case there is no set period of time if the change is linked to the transfer, however, the regs don't offer indefinite protection. All our terms change over a period of time so it would be unreasonable for an employer after a satisfactory period of time not to be able to change terms. That said if the change is for an Economic, Technical or Organisational reason the employer can make a change soon after transfer if needs be. Examples may be:

- **Economic reasons** - where the demand for output has fallen to such an extent that profitability of the entity is unsustainable without dismissing staff.
- **Technical reasons** - where the transferee wishes to use new technology and the staff employed by the transferor in the entity do not have the requisite skills.
- **Organisational reasons** - where the transferee operates at a different location and it is not practical to transfer staff.

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The Limes Focus Group's Written Statement for the Cabinet Scrutiny Committee

The Limes Care and Day Centres provides a valuable service to the vulnerable people aged 55+ in North West Kent.

Since the Limes reopened as a care centre, over 1,000 people have been admitted to the Limes and approx. 800 people have been able **to return to their own home** behind their **own front door, (to quote Graham Gibbens)**. Others have been assessed to require residential or nursing care, for the own safety and dignity. There is already a **bed crisis at Darent Valley Hospital** (DVH) since Queen Mary's Hospital (QMH) A & E, Sidcup closed. There has been a significant increase for patient care at DVH and we have it on good authority that in recent weeks, patients are waiting in corridors and being treated in ambulances.

At December's County meeting, Penny Cole asked for this to be taken into account (as the consultation ended, as QMH A&E shut). Mr Gibbens said he would take this into consideration once he had received the Limes report. Did this happen? **Under the Freedom of Information Act, we want evidence.**

Gareth Johnson has told the Limes Focus Group by email and at a meeting with us, informing that he had spoken to Graham Gibben's personally about the Department of Health's extra £162million that has been made available to local health and care services to spend this financial year on frontline services by the Health Secretary. (see attached). Why wasn't this taken into consideration and investigated? Gareth said he told Graham that he would be willing to go with him to approach Andrew Lansley and request funding, so that the Limes could remain open.

We have no knowledge that an Evaluation Panel had take place for the Limes for the Limes Focus Group proposal.(see attached) to be considered until we received a letter saying that it had not been recommended.

We would like to point out that there was 6 months allowed for consultation and preparation for the outcome report to be published but only 8 working days for 2 committees to debate the recommendations, 1 day later the Cabinet Member announced his decision and only 3 working days for the Cabinet Scrutiny and witnesses to read and prepare for this meeting. Somewhat unfair!

Why weren't the loss of respite beds based at Gravesham Place included in the consultation? Respite carers should have been given the opportunity to have their say, as these beds are now only going to be provided in the independent sector.

Day Centre Service Users are able **to stay in their homes and be independent – behind their own front door**. They socialise and interact with likeminded people and this helps their mental wellbeing. We are confident this supports them in keeping healthy and happy. We are **also provide the venue for the Falls Prevention Exercise Class** promoted by the West Kent NHS Trust Get Active Campaign. (See attached BBC news article).

No information about Sutton Court, as a possible venue for current Day Centre Service Users was passed onto front line staff before the report was published. Is there a copy of this proposal and under the **Freedom of Information Act**, can the Focus Group see this? The Day Centre is not even mentioned in the signed Record of Decision. Why?

From: Town, Sandra - ASD
Sent: 01 February 2011 15:51
To: XXXXXXXXX
Subject: RESPONSE - Freedom of Information Act Request 11/0081

Attachments: Written statement for the cabinet scrutiny Jan 11 - Karen Baldwin.doc
Dear Ms. Baldwin

FREEDOM OF INFORMATION ACT 2000– REQUEST FOR INFORMATION

Thank you for your request for information under the Freedom of Information Act (FOIA) 2000.

I am pleased to be able to provide the following answers to your questions;

1. Did the Cabinet Member consider the impact of the closure of Queen Mary's Hospital, Sidcup, in his decision?

The reports presented to the Cabinet member did include reference to the closure of the Sidcup hospital and how the additional money allocated to promote re-ablement services could address some of this impact. Further consideration was also given to the individuals from Sidcup who would want services closer to home and the London Borough of Bexley would have a duty to provide services for those individuals in partnership with their Health colleagues.

Additional consideration was given after reviewing data on the numbers of referrals to The Limes which was broadly consistent to previous patterns and showed no additional impact from the closure of the hospital.

2. Could a copy of the proposal for the service at Sutton Court be shared with front line staff at The Limes?

The Vicar at Sutton Court contacted opfutures offering space and service development for the individuals at The Limes. A meeting has taken place to discuss the potential development of services and to provide assurances that services could be delivered at that venue, if that is what the individuals would like when The Limes closes.

The service specification has yet to be developed; once it has been developed, it can be shared.

The service could not be put in place before the decision was made as it would pre-judge the decision of the Cabinet member. The work that will take place now is to talk with service users, understand what their needs are and identify services for them that meet those needs and what is important to them. The staff that will be doing this are KCC staff and will need support from staff at The Limes to ensure that the service users are supported individually and positively.

I hope the information we have been able to provide satisfies your request. If you have a query with the information provided, please do not hesitate in contacting me.

If you are unhappy with this response, and believe KCC has not complied with legislation, please ask for a review by following our complaints process; details can be found at this link http://www.kent.gov.uk/your_council/have_your_say/complaints_and_comments/complaints_procedure.aspx on our website. Please quote reference FOI/11/0081.

If you still remain dissatisfied following an internal review, you can appeal to the Information Commissioner, who oversees compliance with the Freedom of Information Act 2000. Details of what you need to do, should you wish to pursue this course of action, are available from the Information Commissioner's website http://www.ico.gov.uk/complaints/freedom_of_information.aspx

Yours sincerely

*Sandra Town
Information Governance Co-ordinator
Policy & Service Standards Unit
Kent Adult Social Services
3rd Floor, Brenchley House, Maidstone
01622 221790
7000 1790*

From: Town, Sandra - ASD
Sent: 20 January 2011 12:37
To: XXXXXXXXX
Subject: ACKNOWLEDGEMENT - Freedom of Information Act Request 11/0081
Importance: High

Dear Ms. Baldwin

FREEDOM OF INFORMATION ACT 2000– REQUEST FOR INFORMATION

Thank you for your request for information. Your request has been passed to me in my capacity as Information Governance Co-ordinator for the Adult Social Services Directorate to co-ordinate the response.

I acknowledge your request for information under the Freedom of Information Act 2000. Assuming we hold this information, I will endeavour to supply the data to you as soon as possible but no later than 14th February 2011 (20 working days from date of receipt -17th January 2011).

I will advise you as soon as possible if we do not hold this information or if there are exemptions to be considered and/or any costs for providing the

information. Please quote our reference - FOI/ 11/0081- in any communication regarding this particular request.

Yours sincerely

*Sandra Town
Information Governance Co-ordinator
Policy & Service Standards Unit
Kent Adult Social Services
3rd Floor, Brenchley House, Maidstone
01622 221790
7000 1790*

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Purpose of the report

Following the Cabinet Scrutiny Meeting on the Older Persons Modernisation Strategy held on 19th January 2011, the decision was made to update the illustration on the price comparison of KASS residential homes with independent sector residential home factoring the implication of the Pension Act 2008 and the Workplace Pension Reform Regulations 2010.

Impact of new pension regulation

The Pension Act 2008 and the Workplace Pension Reform Regulation 2010 mandates employers to enrol staff automatically into a workplace pension scheme from 2012, unless individuals choose to opt-out.

It focuses on the use of auto-enrolment into workplace pension schemes, from which an individual would need to actively opt-out, to build private saving. This is combined with a minimum employer contribution, and the creation of a pension scheme - now known as the National Employment Savings Trust (NEST) - that could be used by any employer.

In terms of how this policy might impact on the future prices charged by independent sector residential care providers in Kent, the following points should be noted:

1. The policy mandates employers to pay the equivalent of at least 3 percent of the staff salary in contribution to the pension scheme.
2. Staff will pay an additional four percent into the scheme, with a further one percent coming from tax relief.
3. It is set to be introduced in stages with large companies adhering to the rules first
4. **The policy will not necessarily increase the hourly rates paid to staff in the independent sector but raises the possibility of providers demanding a higher rate from KASS so as to pass all or some of the three percent cost which is meant to cover employer contributions into the pension scheme.**
5. Having factored the three percent pension cost, the average care worker hourly rates (inclusive of National Insurance and Superannuation) for the independent sector would be £6.94 and £6.91 in West and East Kent respectively. This is still much lower than the £10.98 hourly rate for KASS (inclusive of on-cost).
6. KASS currently contributes an average of 21 percent into the pension scheme.

Hourly pay rates for independent sector residential care staff - West Kent						
		Excludes employer on-cost				
Staffing category	Basic hourly rates with on-costs (NI plus Superann @3%)	Hourly rates	Enhanced rates	Bank Holiday rates - hourly rate + 50%	Annual Basic Salary	Annual pay with on-costs (NI plus Superann)
Care worker	£6.94	£6.22	N/A	£9.33	£11,999.50	£13,379.44
Senior care worker	£7.84	£7.03	N/A	£10.55	£13,562.14	£15,121.78
Cook	£7.84	£7.03	N/A	£10.55	£13,562.14	£15,121.78
Kitchen Assistant	£6.61	£5.93	N/A	£8.90	£11,440.04	£12,755.64
Domestic staff	£6.61	£5.93	N/A	£8.90	£11,440.04	£12,755.64
Laundry staff	£6.65	£5.96	N/A	£8.94	£11,497.91	£12,820.17
Handy person	£9.19	£8.24	N/A	£12.36	£15,896.44	£17,724.53
Activities coordinator	£8.08	£7.25	N/A	£10.88	£13,986.56	£15,595.01
Registered Manager	£16.03	£14.38	N/A	N/A	£27,741.61	£30,931.89
Hourly pay rates for independent sector residential care staff - East Kent						
		Excludes employer on-cost				
Staffing category	Basic hourly rates with on-costs (NI plus Superann @3%)	Hourly rates	Enhanced rates	Bank Holiday rates - hourly rate + 50%	Annual Basic Salary	Annual pay with on-costs (NI plus Superann)
Care worker	£6.91	£6.20	N/A	£9.30	£11,960.92	£13,336.42
Cook	£6.69	£6.00	N/A	£9.00	£11,575.08	£12,906.21
Kitchen Assistant	£6.61	£5.93	N/A	£8.90	£11,440.04	£12,755.64
Domestic staff	£6.69	£6.00	N/A	£9.00	£11,575.08	£12,906.21
Laundry staff	£6.65	£5.96	N/A	£8.94	£11,497.91	£12,820.17
Handy person	£6.69	£6.00	N/A	£9.00	£11,575.08	£12,906.21
Team Leader	£7.81	£7.00	N/A	£10.50	£13,504.26	£15,057.25
Senior Team Leader	£8.14	£7.30	N/A	£10.95	£14,083.01	£15,702.56
Registered Manager	£14.16	£12.70	N/A	N/A	£24,500.59	£27,318.15
<i>NB: Figures based on 37 hours working week</i>						

Pay rates - KASS residential care staff									
		Excludes employer on-costs							
Staffing category	Mid-point of spinal column	Basic hourly rates with on-costs (supann + NI)	Basic hourly rates without on-costs	Enhanced rates (weekday nights) - hourly rate + 33%	Enhanced rates (weekend day) - hourly rate + 50%	Enhanced rates (weekend night) - hourly rate + 83%	Bank Holiday rates - hourly rate + 100%	Annual Basic Salary	Annual pay with on-costs (supann + NI)
Domestic staff	6	£9.10	£7.10	£9.46	£10.65	£13.01	£14.20	£13,689.00	£17,549.00
Kitchen Assistant	6	£9.10	£7.10	£9.46	£10.65	£13.01	£14.20	£13,689.00	£17,549.00
Handy person	9	£9.96	£7.75	N/A	N/A	N/A	£7.75	£14,957.00	£19,225.00
Admin staff	9	£9.96	£7.75	N/A	N/A	N/A	£7.75	£14,957.00	£19,225.00
Care worker	13	£10.98	£8.52	£11.36	£12.78	£15.62	£17.04	£16,440.00	£21,185.00
Cook	13	£10.98	£8.52	£11.36	£12.78	£15.62	£17.04	£16,440.00	£21,185.00
Team leader	25	£16.04	£12.35	£13.12	£13.12	£16.12	£24.70	£23,819.00	£30,940.00
Senior team leader	32	£19.89	£15.26	£16.03	£16.03	£19.03	£30.51	£29,427.00	£38,366.00
Manager	43	£26.66	£20.38	N/A	N/A	N/A	£26.66	£34,833.00	£45,501.00
<i>NB: Based on 37 hours working week</i>									

Ademola Solanke (FCCA)
1st Feb 2011

KENT COUNTY COUNCIL

INFORMAL MEMBER GROUP ON BUDGETARY ISSUES

NOTES of a meeting of the Informal Member Group on Budgetary Issues held in the Wantsum Room, Sessions House, County Hall, Maidstone on Thursday, 27 January 2011.

PRESENT: Mrs T Dean (Chairman), Mr L Christie and Mr R F Manning

ALSO PRESENT: Miss S J Carey and Mr J D Simmonds

IN ATTENDANCE: Mr A Wood (Acting Director of Finance), Mr D Shipton (Finance Strategy Manager), Mr P Sass (Head of Democratic Services and Local Leadership), Mr A Webb (Research Officer to the Cabinet Scrutiny Committee) and Lizi Payne (Corporate Accountant)

UNRESTRICTED ITEMS

22. Notes of Previous Meeting on 6 January 2011 (attached for approval) (Item 1)

(1) A response to actions from the previous meeting was circulated to Members. There were a number of issues arising from this response:

Asylum

(2) It was explained that if the UK Border Agency (UKBA) honoured the deal it had made with KCC, KCC should receive approximately £1.8 million more in reimbursement of its costs towards the amount shown in the budget monitoring report. The overspend in the budget monitoring report arises from 3 factors:

- £309k in relation to small number of cases in the 2008/09 and 2009/10 claims which UKBA have challenged
- £990k in the 2009/10 claim which the Council consider UKBA are liable for in relation to those aged 18+ leaving care under the terms of the agreement reached last year
- £887k because UKBA has not reached their objective of repatriating those with All Rights Exhausted (ARE) in 2010/11 within 3 months.

(3) Mr Wood explained that KCC felt that UKBA had reneged on the deal, and Mr Simmonds explained that the Leader was awaiting a letter from Damian Green, the Immigration Minister about the issue.

(4) Mr Wood explained that Kent had an Asylum Reserve to deal with this issue, but that in setting next year's budget, officers had assumed the UKBA would honour the agreement. There would however be no Asylum Reserve like in previous years, so there would be a provision for bad debt.

(5) Mrs Dean drew Members' attention to a briefing on asylum that was available on KNet. Mr Shipton promised to send the briefing round to the IMG membership.

Highways Fund

(6) Mrs Dean thought that the money was not being spent due to the £1000 cost of evaluating proposed schemes.

(7) Mr Manning felt that the Members Highway Fund had got off to a bad start because there was no structure in place to implement the improvements. He thought that when the improvements were complex and required multiple contractors this resulted in multiple margins, which pushed up the price.

(8) Mr Shipton undertook to speak to John Burr and Richard Hallett about the issue.

Apprenticeships

(9) Responding to a question about apprentices going out and accompanying youth workers, Mr Shipton explained that proposals were still being formulated.

RESOLVED that the notes of the Informal Member Group on Budgetary Issues held on 6 January 2011 be agreed as a correct record.

23. Revenue & Capital Budget Monitoring Exception Report (Cabinet report attached)

(Item 2)

(1) Mr Wood talked Members through Table 1 of the report. He was confident that the proposed management action of £3.5m could be delivered.

(2) Kent's share of the money announced by Andrew Lansley for services which benefit both Social Care and Health would help address the KASS overspend (KASS was already delivering services which met the criteria for the additional funding). On the basis that Kent would normally receive 2.5% of any national funding, it was expected that this would be worth approximately £4m.

(3) On management action, Mr Simmonds explained that this was discussed with portfolio holders at Cabinet meetings, Corporate Finance officers kept in touch with their counterparts in the Directorates and Cabinet Members made clear to their Managing Directors that it was essential they delivered a balanced budget.

(4) Each month Corporate Finance had detailed discussions with Directorate Finance teams, and there was a process around what figures made their way into the report. Drivers included staffing, residential care placement and children in care. An increase in e.g. fostering placements would have an impact on the budget, and this would then emerge as a pressure

24. Treasury Management Strategy (Cabinet report attached)

(Item 3)

(1) There was a discussion around CCLA, the investment management organisation. It had received Financial Services Authority approval, but it had not yet received a credit rating. Mr Simmonds stated that it would be on the IMG agenda again, and all

the relevant information would be made available. It would also be discussed at the next meeting of the Treasury Advisory Group.

(2) During a discussion on the financial advisors and fund managers used by KCC, Mr Simmonds explained that the Council was about to go to tender. It had used Butlers Asset Management and Arlingclose in the past, but it was an uncompetitive marketplace.

25. Budget 2011/2012 and Medium Term Financial Plan 2011 - 2013

(Item 4)

(1) Mrs Dean expressed a desire to go through budget cuts in future agendas of the IMG.

(2) Mr Wood stated there had been a discussion at CMT about savings. £95m would be saved in 2011/12 with the impetus being the Council restructure.

(3) The proposals to deliver the savings would be developed and run through CMT every month, and the data taken to CMT would be brought to each meeting of the IMG.

(4) Mr Wood explained that Finance were trying to create a process that would work for CMT and Cabinet Members. Responding to a question about what it would look like, Mr Wood asked Members what they would like to see. Members expressed their views as follows:

- It should be understandable, but actionable at the level of Corporate Finance
- The focus should be on what changes the people of Kent would see
- It should focus on reductions in services, such as in schools, social care and community policing and their relationship to cuts in Government funding

(5) Mr Wood explained that the document would detail how the savings were made, including the number of jobs. It would set out both the impact and the reason. Mr Simmonds felt that it would be a useful tool to make sure the actions intended to make the savings were happening.

(6) On working out the parental contribution to transport, it was explained that there was an assumption that some parents will choose public buses rather than the freedom pass. The assumption was also based on current journeys. Miss Carey explained that Kent would go out for consultation about the proposals. Mr Shipton undertook to provide a note to the IMG on how the savings from changing the policy on selective/denominational transport had been calculated.

(7) On the reduction to Member allowances and overheads, Mr Simmonds explained that there were a number of possible options being discussed on how this money would be found, including:

- Having one less Cabinet Member
- Less Deputy Cabinet Members
- Less support costs
- A reduction in Members' allowances

(8) Mr Christie referred to an assurance given by the Leader about the Early Intervention Grant that proposals relating to the reduction would be put before Members for consultation including through the relevant POSC. Mr Simmonds explained that there was a blueprint for how it would be implemented. It was hoped that proposals would go to County Council and it might have to go POSCs after this.

(9) Mr Shipton added that the savings proposals due to the reduction in EIG and ABG would be covered in the Budget papers to Cabinet. Mr Wood informed Members that the CFE Director of Resources would not know the impact upon every line, and Mr Shipton suggested there may also be an impact in the Communities budget.