

Schedule 2

SERVICE SPECIFICATION FOR THE PURCHASE OF

SS15087: COMMUNITY DAY OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES

This document defines the Community Day Opportunities for Individuals with Disabilities Specification for Kent Residents

To commence on 1st April 2017



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PART 1: Introduction

1. Introduction

- 1.1. This specification sets out the requirements for the independent market to deliver Community Day Opportunities for Individuals with Disabilities, through services targeted at those aged 16 years and over. These services will be commissioned for individuals meeting the current level of need and eligibility detailed in the Care Act 2014.
- 1.2. In entering into a Contract with Kent County Council (KCC) to provide Community Day Opportunities for Individuals with Disabilities within the scope of this contract you are undertaking to comply with the law, our Terms and Conditions and this specification.
- 1.3. Providers must note that any contract entered into with a successful provider shall apply only to new placements made under this framework agreement. All existing placements shall remain active on their existing terms until such a time as they end. Successfully appointed providers shall be eligible for a price review on an annual basis (however no guarantee is given as to the availability of an increase). For the purposes of this annual review, any percentage increase shall also be applied to pre-framework contracts.

2. Executive Summary

- 2.1. This service specification is for the provision of Community Day Opportunities for Individuals with Disabilities. This document will describe the service commissioned, how it should be delivered, and how it will be monitored.
- 2.2. This specification has been co-produced with the individuals accessing our services, family members and carers, staff and managers of Provider organisations, KCC Social Care Team and commissioners. KCC wishes to thank all those who have contributed to this service specification.

3. Co-production Approach

- 3.1 Co-production is an approach where individuals, from different backgrounds and experiences, both personal and professional, work together in an equal way, sharing influence, skills and experience to design, deliver and monitor services.
- 3.2 Co-production should underpin all elements of the service. It includes:
 - Building on individuals existing capabilities
 - Recognising individuals as assets
 - Reciprocity and mutuality
 - Peer support networks
 - Blurring distinctions between individuals and professionals
 - Facilitating rather than delivering
 - Goes beyond consultation, individual involvement and citizen engagement to equal partnership

- From 'doing to' to 'working with': no more 'users' and 'clients'
- Shifts emphasis from providing to enabling and supporting
- Professional and experiential knowledge and resources are valued and combined

4. Commissioning Intentions

This specification has been developed to promote innovative solutions to community disability day opportunity service requirements; solutions which will combine statutory requirements with the broader Kent public service transformation principles, promoting independence and wellbeing.

5. Kent County Council's (KCC) Strategic Statement 2015 – 2020

'Increasing Opportunities, Improving Outcomes' replaces 'Bold Steps for Kent' as the Strategic Statement for KCC

The focus of the strategy for the next five years will be on improving lives by ensuring that every pound spent in Kent is delivering better outcomes for Kent's residents, communities and businesses. Kent County Council's (KCC) strategic statement articulates the vision and priorities of the council into a single set of outcomes guiding the work of commissioners, partners and services in a time of increasing complexity and financial challenge. It builds upon the transformation already being delivered through the Facing the Challenge programme to redesign and reshape services around the principles of demand management, prevention and value for money.

6. KCC's Strategic Outcomes

We are committed to achieving our vision through the following three strategic outcomes which provide a simple and effective focus for everything we do that is recognised by Members, our staff, partners and the wider public:

- Children and young people in Kent get the best start in life
- Kent communities feel the benefits of economic growth by being in-work, healthy and enjoying a good quality of life
- Older and vulnerable residents are safe and supported with choices to live independently

7. KCC Supporting Outcomes

KCC's strategic outcome for older and vulnerable residents is underpinned by the following supporting outcomes:

- Those with long term conditions are supported to manage their conditions through access to good quality care and support
- People with mental health issues and dementia are assessed and treated earlier and are supported to live well

- Families and carers of vulnerable and older people have access to the advice, information and support they need
- Older and vulnerable residents feel socially included
- More people receive quality care at home avoiding unnecessary admissions to hospital and care homes
- The health and social care system works together to deliver high quality community services
- Residents have greater choice and control over the health and social care services they receive

KCC's strategic outcome for children and young people in Kent is underpinned by the following supporting outcomes:

- Kent's communities are resilient and provide strong and safe environments to successfully raise children and young people
- We keep vulnerable families out of crisis and more children and young people out of KCC care
- The attainment gap between disadvantaged young people and their peers continues to close
- All children, irrespective of background, are ready for school at age 5
- Children and young people have better physical and mental health
- All children and young people are engaged, thrive and achieve their potential through academic and vocational education
- Kent young people are confident and ambitious with choices and access to work, education and training opportunities

Further information on the Strategic Statement can be found at:

<http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies/increasing-opportunities-improving-outcomes>

8. Statutory Responsibilities

8.1. The Care Act 2014

- 8.1.1. Through the Care Act, KCC must promote wellbeing when carrying out any of their care and support functions.
- 8.1.2. KCC also has a duty to facilitate and shape their market to ensure a sustainable and diverse range of care and support is provided in Kent.
- 8.1.3. Local Authorities have a duty to assist young people in their preparation for adulthood before the age of 18 at a time when it is of significant benefit to them.

8.2. The Equality Act 2010

- 8.2.1. The Equality Act makes it unlawful to discriminate (directly or indirectly) against a person on the basis of a protected characteristic or combination of protected characteristics. Under the Equality Act the public sector have certain duties called

the Public Sector Equality Duty (PSED). Under the PSED (section 149) public authorities must have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a protected characteristic and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

8.2.2. The Act explains that having due regard for advancing equality involves:

- Removing or minimising disadvantages suffered by people due to their protected characteristics
- Taking steps to meet the needs of people from protected groups where these are different from the needs of other people
- Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low

8.3. **The Children and Families Act 2014**

8.3.1. The Children and Families Act introduces Education, Health and Care (EHC) plans; a single assessment and planning process for young people with Special Educational Needs (SEN) which can potentially continue up to age 25.

PART 2: Key Principles

9. The Core Principles of the service

9.1. The Core principles of the service are based on the national strategy 'Valuing People Now' (2009).

9.2. Valuing People Now (2009) is based on the following four principles:

Rights: People with a learning disability and their families/parent carers have the same human rights as everyone else.

Independent Living: This does not mean living on your own or having to do everything yourself. All disabled people should have greater choice and control over the support they need to go about their daily lives; greater access to housing, education, employment, leisure and transport opportunities and to participation in family and community life.

Control: This is about being involved and in control of decisions made about your life. This is not usually doing exactly what you want, but is about having information and support to understand the different options and their implications and consequences, so people can make informed decisions about their own lives.

Inclusion: This means being able to participate in all aspects of community life – to work, learn, get ahead, meet people, be part of social networks and access goods and services – and have the support to do so.

9.3. **The Equality and Human Rights Commission vision promotes strategies which are underpinned by the following three priorities:**

- To promote fairness and equality of opportunity in Great Britain's future economy
- To promote fair access to public services, and autonomy and dignity in service delivery
- To promote dignity and respect, and contribute to keeping people safe

10. Other Policy Considerations

The following policies and strategies have been taken into account during the development of this specification:

- The Care Act 2014
- Care and Support Statutory Guidance (update September 2016)
- KCC's Strategic Statement and Outcomes Framework
- Equality Act (2010)
- Our Health, Our Care, Our Say (2006)
- Valuing People Now (2009)
- Services for people with learning disabilities and challenging behaviour or mental health needs, The Mansell 2 report (2007)

- Health Care for All. Independent Inquiry into Access to Healthcare for People with Learning Disabilities (2008)
- Putting People First (2008)
- High Quality Care for All. Lord Darzi's final review (2008)
- Recognised, Valued and Supported. Next steps for the carers strategy (2010)
- Equity and excellence: Liberating the NHS (2010)
- Healthy lives, healthy people (2011)
- Mental Capacity Act (2005)
- Transforming care: A national response to Winterbourne View Hospital (2012)
- The Children and Families Act 2014 Legislation
- The Autism Act 2009
- 2National Autism Strategy Fulfilling and Rewarding Lives 2010
- Accessible Information standard

11. Safeguarding Standards

- 11.1. KCC is fully committed to maintaining safeguarding standards as set out in the Kent and Medway Safeguarding Children's Procedures (2016) and the Multi Agency Adult Protection Policy, Protocols and Guidance for Kent and Medway (Revised April 2016).
- 11.2. The Multi Agency Adult Protection Policy, Protocols and Guidance for Kent and Medway document states that 'It is every adult's right to live free from abuse in accordance with the principles of respect, dignity, autonomy, privacy and equity.'
- 11.3. The Kent and Medway Safeguarding Children's Procedures defines the safeguarding and promoting the welfare of children as:
- Protection children from maltreatment
 - Preventing impairment of children's health or development
 - Ensuring that children are growing up in circumstances consistent with the provision of safe and effective care
- 11.4. Further information can be found at:
- <http://www.proceduresonline.com/kentandmedway/chapters/contents.html>
- <http://www.kent.gov.uk/social-care-and-health/information-for-professionals/adult-protection/adult-protection-forms-and-policies/national-adult-protection-legislation>
- <https://www.gov.uk/government/publications/every-child-matters>
- 11.5. Providers are required to have policies and procedures which reflect the Kent and Medway Safeguarding Children's Procedures and the Multi Agency Adult Protection Policy. KCC has adopted the principles of Making Safeguarding Personal (MSP). This is a shift in culture and practice which enhances involvement, choice and control, as well as improving quality of life, wellbeing and safety for the person being safeguarded.

11.6. Protection From Abuse

- 11.6.1. Abuse and neglect can take many forms and every case should always be considered on its own merit with due consideration given to individual circumstances.
- 11.6.2. In order to ensure that individuals are protected from abuse we require that all Provider staff, Management Committee members and volunteers are familiar with, and follow, the Kent and Medway Safeguarding Children's Procedures 2016 and the Multi Agency Adult Protection Policy, Protocols and Guidance for Kent and Medway and your own policy and procedure on Adult Protection/Safeguarding (Revised April 2016).
- 11.6.3. You must have robust procedures in place for responding to suspicion or evidence of abuse or neglect to ensure the safety and protection of individuals who access the service. The procedures must reflect local multi-agency policies and procedures, including informing the Care Quality Commission and where appropriate involving the Police. This is in accordance with the Public Interest Disclosure Act 1998 and the Care Act 2014 and Disclosure and Barring Service (DBS).
- 11.6.4. Providers must ensure if alleged abuse or neglect occurs whilst the adult or child is out of the Kent and Medway local authority areas, the safeguarding policies and protocols of the host local authority where the alleged abuse or neglect took place must be followed to make any necessary enquiries.
- 11.6.5. The Provider's Safeguarding Policy must ensure that all allegations and incidents of abuse are followed up in a prompt specified timeframe. All details and actions taken are recorded in a special record / file kept specifically for the purpose, and on the personal file of the Individual.
- 11.6.6. You must also have a Public Interest Disclosure Act 1998 (Whistleblowing) policy which will include procedures under which staff and volunteers can raise, in confidence, any serious concerns that they may have and do not feel that they can raise in any other way. These can include situations when staff and volunteers believe that:
 - A criminal offence has been committed
 - Someone has failed to comply with a legal obligation
 - A miscarriage of justice has occurred
 - The health and safety of an individual is being endangered; and there are or may be financial irregularities
- 11.6.7. You must have policies in place for staff and volunteers regarding receiving gifts, inheritance and other bequests from individuals who access the service.
- 11.6.8. You must have policies in place for checking staff and volunteers driving licences directly with the Driver and Vehicle Licensing Agency (DVLA).

11.6.9. Training and support for staff and volunteers involved with driving individuals to community based activities and associated journeys.

11.6.10. Training on the prevention of abuse and self-neglect must be given to all your staff and volunteers within three months of employment commencing and/or engagement in activities with individuals. This must be updated annually.

12. The Prevent Strategy and Duty

12.1. Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain authorities to give due regard to, and counter, the threat from terrorism. The Prevent Strategy is part of the overall Counter-Terrorism Strategy.

12.2. The Contractor must comply with the requirements and principles in relation to section 26 Counter Terrorism and Security Act 2015 and Prevent to include:

12.2.1. In its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy, the Prevent Guidance and Channel Guidance.

12.2.2. In relevant policies and procedures a programme to raise awareness of the Government Prevent Strategy among staff, management committee members, directors and volunteers in line with the Contracting Authorities Prevent Training and Competencies Framework.

12.2.3. The Council's policies and procedures in relation to the Prevent agenda.

13. Social Value

13.1 KCC services have a social purpose and therefore KCC will require that services become smarter at determining social value. This will be through improving the economic, social and environmental wellbeing of Kent. This encourages commissioners to look beyond the price of a service and consider how to maximise the wider impact and benefits which could be possible with the resources available.

13.2 The Commissioning Framework sets out some overarching principles for how we will use social value. The Provider will ensure that they support Kent County Council's Commissioning Framework principles for social value which include:

- **Local Employment:** creation of local employment and training opportunities, including employment of individuals with disabilities
- **Buy Kent First:** buying locally where possible to reduce unemployment and raise local skills (within the funding available and whilst minimising risk to KCC)
- **Community development:** development of resilient local community and community support organisations, especially in those areas and communities with the greatest need
- **Good Employer:** support for staff development and welfare within Providers' own organisations and within their supply chain

- **Green and Sustainable:** protecting the environment, minimising waste and energy consumption and using other resources efficiently, within Providers' own organisations and within their supply chain

13.3 These themes have been singled out as practical ways to deliver social value outcomes in line with KCC's ambitions; however there may be other priorities which are particularly relevant for your service.

14. The Approach of the Service

- 14.1. Everyone has the right to individually tailored support to engage in social, leisure, educational, employment and cultural activities, on days and times which provide variety and choice alongside other members of the community who are not using health and social care services, and to gain skills to enter paid and voluntary employment. All day opportunities will develop a Care and Support plan which helps individuals to achieve the outcomes defined in their Care and Support plan. The approach taken will be person centred, outcome focused, holistic and non-stigmatising, focusing on strengths and individual assets, independence, and social inclusion.
- 14.2. Providers will be required to complete an annual Dependency Assessment Matrix on all new individuals accessing the service; this matrix is included within the templates. This tool is used to assess the level of need, and thereby the level of support required, by all individuals attending the service. The tool is used to ensure that individuals get the right level of support and helps providers plan their staffing ratios.
- 14.3. The completed Dependency Assessment Matrix must be kept within the individual's file and used to support reviews.

15. Service Model

- 15.1. The model of the service is to provide a variety of community based day opportunities for individuals with disabilities, aged 16 and over, living with a learning disability (including people with higher ability, which may include people with autistic spectrum conditions) and/or physical disability, and people with sensory impairments (D/deaf, deafblind and visually impaired people). These opportunities must support individuals to participate in their local and wider communities, enhance effective personal support networks, enabling individuals to maintain healthy lifestyles and to lead independent and fulfilled lives. The opportunities offered must be suitable for individuals with a range of needs, including individuals with complex needs, behaviours that challenge and physical and sensory disabilities, taking into account their specific requirements, aspirations, and issues associated with their primary disability.
- 15.2. The individual must be included in all decisions regarding the service provided for them.
- 15.3. For individuals aged 16+ the service activities may be provided during school or college holidays, or as part of their preparation for adulthood within their programme of education.

16. Personal Outcomes

- 16.1. Outcomes can be defined as the intended impact or consequence or result of a service on the lives of individuals and communities.
- 16.2. The personal outcomes that people in Kent with a disability have identified as being important to them are that they:
- Have choice, control, and feel empowered
 - Optimise physical and emotional wellbeing
 - Are supported to be independent
 - Are supported to access a range of social and leisure opportunities
 - Develop and maintain friendships
 - Have increased social skills
 - Have increased confidence
 - Feel listened to and confident that their involvement is valued
 - Feel satisfied with service delivery and service outcomes
 - Feel confident that individuals will be treated with dignity and respect at all times
 - Are helped to contribute positively to the Care and Support planning process with a real sense of ownership
 - Experience support which is flexible and structured to eligible need
 - Have trust and respect for members of staff, volunteers and/or trainers and confidence in their abilities
 - Have access to training and employment opportunities
- 16.3. Personal Outcomes will continue to be developed over the life of contract and co-produced in partnership with individuals in Kent with a disability, service Providers and commissioners.

17. Contractual Outcomes

- 17.1. The contractual outcomes that Kent County Council wants to achieve are:
- To have a range of Providers delivering services that support peoples wellbeing, promote independence and are able to support individuals with a range of needs
 - To evidence value for money
 - To have consistency of quality
 - To have a choice of opportunity regardless of where individuals live in the county and to increase individual awareness of those choices
 - To have a well-developed, innovative community day opportunities market
 - That individuals accessing services, including those using direct payments, have access to information about services provided in Kent
- 17.2. Selected outcomes will be measured through a set of Key Performance Indicators (KPI's) detailed in Schedule 14.

18. Quality Standards, Performance Monitoring and Sanctions

18.1. Providers must ensure that a process is in place to guarantee:

- Control of quality
- Consistency of practice
- Commitment to a process of continuous service improvement
- Feedback is obtained from individuals who access the service. As a minimum, KCC require that an annual survey is completed by all those accessing the service and results used to inform service delivery. In addition, as a minimum, alternative mechanisms must be used to gain feedback e.g. Service Forums, Face to Face conversations and Peer Support Meetings every 6 months

18.2. Outcomes and key performance indicators will be reviewed throughout the life of the contract.

18.3. Contract review visits may be either pre-planned or unannounced and KCC reserves the right to view all records that relate to individuals placed through this contract.

18.4. Quality Standards

18.4.1. In providing Community Day Opportunities for Individuals with Disabilities the Provider must:

- Ensure all services have the individual at their heart by delivering tailored person centred care
- Ensure an appropriately trained workforce is in place with the required skills and that they are appropriately recruited, supported and motivated
- Make sure individuals are safeguarded from abuse through the implementation of relevant standards to assure safeguarding of vulnerable adults, including DBS checks as applicable for staff and volunteers in contact with, or accessing data about, vulnerable adults
- Ensure the safety of all individuals, staff and volunteers by having in place the appropriate health and safety measures for all parts of the service including equipment and premises
- Develop, maintain and implement all policies and procedures to support good governance and protocols to support the service
- Ensure all individuals are treated with dignity and respect
- Ensure you attract and recruit disabled individuals, which gives you access to the widest talent pool within every level of recruitment within your organisation
- Ensure all communication with disabled individuals whether employees, customers, suppliers and corporate partners is as inclusive as possible and whenever necessary you ensure adjustments for individuals are made
- Ensure reasonable adjustments are made within the environment to include reasonable adjustments for individuals living with autism

18.5. Policies and Procedures

18.5.1. The following policies and procedures must be in place. All policies should be up to date, version controlled, dated and reviewed annually. You may not need separate policies for each of the areas listed below, but policies should be in place that cover the following areas:

18.5.1.1. Compliance and legislative requirements:

- Adult Safeguarding Policy
- Children's Safeguarding Policy
- The Prevent Policy
- Insurance documentation

18.5.1.2. Administrative Policies:

- Data Protection Policy (including agency staff, volunteers)
- Rehabilitation of Offenders Act Policy
- Recruitment and Selection Policy
- Staff Supervision Policy
- Equality and Diversity Policy
- Whistle Blowing Policy
- Bullying and Harassment Policy
- Receipt of Gifts and Bequests Policy
- Bribery Policy (comply with Bribery Act 2012)

18.5.1.3. Quality of Care Policies:

- Restraint Policy
- Dealing with Abuse Policy
- Challenging Behaviour Policy
- Missing Person Policy
- Medication Administration Policy
- Complaints Policy (with recording mechanism)
- Children Safeguarding Policy

18.5.1.4. Health and Safety Policies:

- Asbestos Register
- Service and inspection documentation for specialist/mechanical equipment used within activities in your service
- Lifting Operations and Lifting Equipment Regulations (LOLER) maintenance schedule
- Transport documentation e.g. MOT (Ministry of Transport Test) certificate/s, lease/hire agreement, maintenance/service schedule, daily checks/defects log, vehicle tax, insurance certificate, operator's licence, individual driving licence, etc.)
- Work equipment maintenance schedule (where applicable) e.g. kitchen equipment, craft equipment, woodworking equipment

- COSHH Register
- Environmental Risk Assessment
- Risk Assessment for areas of risk within your organisational environment
- PAT (Portable appliance testing) Register
- Local Evacuation and Ventilation (LEV) inspection documentation (if appropriate when working with machinery e.g. mechanised wood cutting tools)

18.6. Key Performance Indicators (KPIs)

- 18.6.1. KPIs are a way of demonstrating that an outcome has been achieved, or that progress has been made against an outcome.
- 18.6.2. The main KPIs for this contract are detailed in Schedule 14 within this specification.
- 18.6.3. KCC reserves the right to vary and update the KPIs during the period of the contract to support the delivery of outcomes to individuals.

18.7. Contract Sanctions

- 18.7.1. KCC will utilise contract sanctions to denote non-compliance with the contract and specification. There are three types of contract sanctions:
- Poor practice sanctions to express levels of non-compliance with the Service Specification
 - Contract compliance sanctions to express levels of non-compliance with the Terms & Conditions
 - Safeguarding sanctions where an individual(s) is/are reported to be at risk of harm, abuse or neglect
- 18.7.2. Each of these contract sanctions have three risk levels starting at Level 1 and escalating up to Levels 2 and 3. A Level 3 flag will prevent the Provider from being offered or accepting referrals from KCC.
- 18.7.3. KCC will immediately apply a Level 3 Contract Sanction if:
- Significant risks to individuals have been identified
 - The assessed needs of individuals are not being met
- 18.7.4. Where contractual non-compliance is evidenced, KCC will work with the Provider to draw up an action plan that addresses areas of concern and articulates the milestones to be achieved. This must be completed within 7 calendar days of the non-compliance being evidenced. The plan will be agreed by KCC and must be delivered by the Provider. KCC will escalate sanctions where Providers fail to meet the plan. It is the Provider's responsibility to evidence that improvements have been made and KCC will not commit to monitoring visits with Providers who have not shared some evidence of improvement following a desk top review.

- 18.7.5. Continuous non-compliance of more than three episodes of non-compliance within a 12 month period could lead to the termination of an order or the contract itself and the removal of all individuals funded by KCC. KCC will be entitled to terminate the contract or any order without issuing a sanction if KCC finds the Provider to be in serious breach of the contract.

PART 3: Additional Requirements

19. Service Availability

- 19.1 The service may be offered at flexible times which could take place on evenings and weekends. No enhanced payments will be paid for any part of this contract.
- 19.2 It is expected the service will operate broadly from Monday to Friday, flexible within the operating hours of 0800 hours and 1700 hours.
- 19.3 The service is expected to operate for a minimum of 48 weeks per year.
- 19.4 The Provider may close the service during the eight UK recognised annual Bank Holidays and any additional State Bank Holidays which may be announced during the period of the four year contract, which may not be established or announced at the prior to the commencement of the contract.

20. Referrals

- 20.1. Referrals to the service will be via KCC, Social Care Health and Wellbeing, Social Care teams.
- 20.2. The ability to provide a place within the service will be considered on an individual basis between the Provider and the relevant KCC Social Care teams.
- 20.3. The Care and Support plan and Service Order (SO) will identify the service activity category and additional support needs.
- 20.4. KCC will provide the following template documents, which include the Dependency Assessment Matrix, within the Provider Pack which will be issued to each Provider prior to the commencement of the contract. Providers are not required to use these templates, however, when using their own templates Providers must ensure that the same information is captured:
 - Dependency Assessment Matrix
 - Care and Support Plan or Pathway Plan
 - Risk Assessment
- 20.5. Before starting to attend the service setting, prospective individuals and their families and carers will need information about the service provided. This may take the form of a taster session. KCC will not pay for taster sessions should you choose to offer this. Taster days must be arranged and agreed by social care staff.
- 20.6. You have the right to reject a referral if you are unable to meet the needs of that individual.
- 20.7. Once you accept a referral you should provide the individual with an **Information Pack** which gives up to date information about the service you offer. This must be available in

a format (the format must include an easy ready format) and language suitable for each prospective individual and contain information on the following:

- A summary of the statement of purpose setting out the aims and objectives of the service
- The services and facilities provided
- The expected personal outcomes and the range of needs the service is designed to meet
- The location and description of the service (with an easy read format)
- The current programme of activities
- The mechanisms in place for involving individuals in the running of the service e.g. service forums
- General feedback from current individuals who attend the service about the quality of the service and its facilities
- The general terms of attendance at the day opportunity , the individual's rights and responsibilities whilst attending the service, and the consequences of unacceptable behaviour
- Arrangements for additional taster sessions if applicable
- Details for the individual attending (or family/carer/nominated person) about their responsibility to inform the Provider of non - attendance (planned and unplanned)
- A summary of the complaints procedure (with an easy read format)
- Details about the organisation and its structure

21. Once the Placement is Agreed

21.1. The provider will give each individual a written agreement which, having regard to the assessment of need, confirms the day opportunity is suitable and appropriate to his or her needs, and sets out:

- The services and facilities provided to the person attending
- The objectives for, and expected outcomes from, attendance, with (where appropriate) associated time frames
- The start date and the sessions/days of attendance
- The arrangements related to any placement and its review
- The arrangements for management of any financial transactions undertaken on behalf of the individual attending
- The arrangements for reviewing the placement, assessment of need and associated Care and Support plans
- The arrangements for regularly reviewing the placement, and the circumstances when the agreement can be reviewed outside these arrangements
- The arrangements related to sickness and absenteeism reporting (planned and unplanned)
- The arrangements and period of notice for terminating the placement
- Emergency contact information

22. Care and Support Plan

- 22.1. The individual attending is encouraged and enabled to be involved in the person-centred planning process, but when he or she is unable to, or chooses not to, this is recorded. The planning process should involve other relevant professionals and disciplines and, where safe and appropriate, the views of others who have an interest in the individual's well-being.
- 22.2. An individual comprehensive Care and Support Plan is drawn up by the Provider with the involvement of the individual and includes the following:
- Personal outcomes sought by the individual
 - The daily care, support, opportunities, services and facilities provided to the person
 - How specific needs and preferences of the individual are to be met by the service, including any community based activity and how it will be managed
 - The individual's daily and weekly programme
 - The management of any identified risks (including how any safeguarding concerns to or for the individual should be addressed) involved in the delivery of care and support to the individual
 - Directions for the use of any equipment used to assist the delivery of care
 - The administration of, or assistance with, the management of medicines
 - Strategies or programmes to manage specified behaviours, where appropriate, in line with current best practice and relevant policies and procedures
 - Progress Reviews against objectives identifying whether expected outcomes are being achieved, with revised objectives, outcomes and time frames as appropriate
 - How moving on from or leaving the day opportunity will be managed
- 22.3. The Care and Support Plan is made available to the individual in a language and format suitable for him or her.

23. Bank Holiday, Planned Absences, Un-Planned Absences and Attending Medical Appointments

- 23.1. **For the following services for Community Day Opportunities for Individuals with Disabilities:**
- **Promoting Wellbeing Service (Lot 1)**
 - **Promoting Independence Service (Lot 2)**
 - **Employment Support Service (Lot 3)**

23.1.1. Bank Holidays

- 23.1.1.1. Where a Provider chooses to open on a Bank Holiday, KCC will pay the contractual rate. KCC will not pay for an enhanced rate.

23.1.1.2. Bank Holiday provision should be based on need and agreed in writing, in advance by KCC Social Care Team, as this will be considered additional spend for an individual, not part of their normal care package.

23.1.1.3. Bank Holiday provision must be reviewed regularly to ascertain continued need.

23.1.1.4. KCC will only pay for actual attendance on Bank Holidays.

23.1.2. Planned Absences

23.1.2.1. Where there is a planned absence, KCC Social Care Team should be notified of this absence a minimum of 5 working days in advance of the absence.

23.1.2.2. Where this absence occurs over a period of between 1 and 20 working days KCC will pay 50% of the daily or half day unit rate as a holding fee for the placement for the days on which the individual was scheduled to attend, . This holding fee will be applied for days of planned absence from the first day of the planned absence.

23.1.2.3. This applies to the daily unit rate for all service Lots, with the exception of the Additional Support Service (Lot 4).

23.1.2.4. A placement will be ended if an individual has not returned to the service after a period of 20 working days.

23.1.2.5. KCC shall not pay for additional support (Additional Support Service - Lot 4) at any time, when Providers are notified of absences in advance.

23.1.2.6. Exceptions to this are detailed in Clause 23.3

23.1.3. Un-Planned Absence

23.1.3.1. In the interest of safeguarding on the first day of any un-planned absence you will be expected to make contact with the following people in the order below until you are able to establish the individual's reason for absence and that they are safe:

- Individual accessing the service
- Next of kin
- KCC Social Care team

23.1.3.2. Once you have spoken to the individual or the person who understands the reason for the un-planned absence. You will be expected to:

- Notify KCC Social Care staff of all unplanned non-attendance (notification must be provided by email within one working day of non-attendance)
- Contact the individual's next of kin if appropriate
- Investigate reoccurring absences

23.1.3.3. You will be expected to monitor non - attendance and report any trends and patterns to the relevant KCC Social Care team; the KCC Social Care Team will establish if it will turn into a planned absence.

23.1.3.4. If an individual is absent for five consecutive working days, from the sixth working day this will be treated as a planned absence and the planned absence clauses shall apply from the sixth working day.

23.2. For Additional Support Services (Lot 4):

23.2.1. Bank Holidays

23.2.1.1. Additional support provision provided on Bank Holidays must be specifically assessed and requested by a KCC Social Care Team, should be based on the individual's needs, and will be payable at the standard unit cost.

23.2.1.2. Bank Holiday provision must be reviewed regularly to ascertain continued need.

23.2.2. Planned/Unplanned Absences

23.2.2.1. KCC will not pay for additional support during planned absences at any time, when absences are notified in advance.

23.2.2.2. KCC will not pay for additional support from day two of an unplanned absence episode where the individual has been contacted and continued non-attendance has been established.

23.3. Attending Medical Appointments

23.3.1. To attend a medical appointment 5 working days' notice must be given.

23.3.2. A planned absence to attend medical appointments will be paid at 100% of the daily rate (for the maximum of one day or up to 7 hours per appointment).

23.3.3. Additional Support will not be paid whilst the individual attends a medical appointment

23.3.4. You must ensure you advise the individual's Social Care Team in writing whenever there is a planned absence to attend a medical appointment.

23.3.5. You must, wherever possible, obtain written confirmation of the medical appointment from the individual prior to attendance to the appointment.

23.3.6. You will ensure any informal arrangement to support an individual to attend a medical appointment is confirmed with the Social Care Team in writing prior to the medical appointment date.

23.3.7. You will ensure a record of all medical appointment attendance and supporting arrangements is maintained within the individual's person file.

24. Ending a Placement

- 24.1 Either KCC or the Provider may terminate a Service Order for a placement, with reasonable grounds for so doing, by giving 5 working days prior notice in writing to the other.

25. Units of Delivery

25.1. For the following services for Community Day Opportunities for Individuals with Disabilities:

- **Promoting Wellbeing Service (Lot 1)**
- **Promoting Independence Service (Lot 2)**

- 25.1.1. Day Opportunities may be purchased in full day or half day units and the number of units and frequency of delivery will be outlined in the SO. The specific service for each individual must be delivered in accordance with the requirements of the SO, provided by the Social Care staff, and must not be varied without their permission. Social Care staff monitor compliance to the SO through individual reviews and feedback via KCC's complaint process.
- 25.1.2. A full day must be a minimum of 5 hours (exclusive of transport time to and from the service/activity).
- 25.1.3. A half day must be a minimum of 2.5 hours (exclusive of transport time to and from the service/activity).
- 25.1.4. Half days will be payable at half of the contracted daily rate.
- 25.1.5. A Provider can only deliver day opportunity activities in smaller units of time (i.e. less than 2.5 hours) if this relates to specific activities required to meet the individuals needs and outcomes, and is pre-arranged with the KCC Social Care Team. In this circumstance, a number of individual units, which add up to a full day, can be delivered over an agreed period of time. This agreement will be outlined in the service order, and all administrative arrangements, including invoicing and payments will follow the full day process. This applies to activities delivered within Lot 1 and Lot 2 only.

25.2. For Employment Support Service (Lot 3):

- 25.2.1. Day Opportunities may be purchased in full day or half day units and the number of units and frequency of delivery will be outlined in the SO. The specific service for each individual must be delivered in accordance with the requirements of the SO, provided by the Social Care worker, and must not be varied without their permission. The Social Care worker will monitor compliance to the SO through individual reviews and feedback via KCC's complaint process.
- 25.2.2. This must be delivered with a minimum of one day per week (6 hours per day).

25.2.3. Half days will be payable at half of the contracted daily rate.

25.3. For Additional Support Service (Lot 4):

25.3.1. Additional support will be purchased in hours, with the number of units and frequency of delivery outlined in the SO. KCC must be invoiced in 30 minute blocks, rounded to the nearest 30 minutes.

25.3.2. The specific service for each individual must be delivered in accordance with the requirements of the SO, provided by the Social Care worker, and must not be varied without permission. Social Care workers will monitor compliance to the SO through individual reviews and feedback via KCC's complaints process.

26. Value Added Tax (VAT)

26.1. All prices submitted should be exclusive of Value Added Tax (VAT) which shall be chargeable at the prevailing rate.

26.2. In the case that a Provider becomes registered for VAT after the start of this contract, the Provider must inform KCC at the earliest opportunity. This should be done in writing, via email to communitysupport@kent.gov.uk.

27. Communication

In order to ensure that the individual receives a quality service, where their needs are heard and understood, and information is shared, stored and actioned in appropriate ways, we require that:

27.1. There is a policy for communicating with all individuals regardless of their level of communication. This will include the use of appropriate, agreed methods, for example, Makaton sign language, easy read, symbol boards, large print, digital formats, and access to the provision for British Sign-language Interpreters BSL.

27.2. When communicating with disabled individuals, you are as inclusive as possible, using appropriate formats, and whenever necessary you make adjustments for individuals.

27.3. With all forms of communication you use the following guidance - <https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats>

27.4. Where an individual has an agreed Speech and Language Therapy Programme, you will support them with this where requested.

27.5. There is a policy for effective communication between staff, volunteers, management committees, directors, and individuals attending the service, parent/carers, trained facilitators and other professionals. This should reflect the organisation's Confidentiality Policy.

- 27.6. The individuals attending the service are encouraged to communicate for themselves whenever possible, with appropriate support where necessary.
- 27.7. There are regular staff meetings with all staff and volunteer groups, where important information is shared, including key information regarding delivery, quality and performance, future developments and changes to the service. As a minimum these meetings should be held monthly. Written records must be maintained at these meetings.
- 27.8. There are regular Peer Support Meetings with individuals who attend the service, where individuals are facilitated to share their views on the service provided. This will include future developments and changes to the service, proposed by you or the individuals attending the service. Peer Support meetings should be of a duration and frequency which individuals who access the service are comfortable with. There should be a process whereby individuals are supported to maintain a record of these meetings, in a format accessible to all to include provision detailed in Clause 27.1. You will be able to evidence where individuals attending the service have effected change within the provision.
- 27.9. There should be a quiet place available for the individuals who attend the service to meet with professionals in private.
- 27.10. There should be a quiet place available for individuals to sit in if they need space and to be alone in a safe way.
- 27.11. Any changes to the service received by an individual should be sent in writing to the KCC Social Care Team.
- 27.12. Any immediate concerns regarding the safeguarding, health, safety, welfare or needs of any individual should be urgently communicated to the individual's KCC Social Care Team, other nominated officer or the KCC Social Care Duty Team over the phone. Records of all phone calls should be kept on the individual's personal file. This must be followed up in writing detailing the concerns to the KCC Social Care Team.
- 27.13. Staff and volunteers are trained to communicate with all individuals within the service, and have a basic awareness of disabilities that may cause communication difficulties e.g., autism, dementia, sensory impairment or physical disability.

28. Administration of Medication

In order to ensure that individuals attending the service maintain good health as a result of proper use of medication, we require that:

- 28.1. You must have a written policy relating to the management of medicines.
- 28.2. Prescribed medicines, which are the property of the individual attending for whom they are prescribed, must not be used for the treatment of others.

- 28.3. Where an individual administers his or her own medication, a record must be kept in the Care and Support Plan with an agreed risk assessment.
- 28.4. Where an individual administers their own medication, access to suitable storage should be limited to the individual and designated staff members.
- 28.5. Suitable arrangements are made for the safe locked storage of medication, and access limited to designated staff members. This must be in a locked storage cabinet with appropriate key holding mechanisms. Medication must not be stored overnight or long term.
- 28.6. Medical treatment must not be given without the valid and informed consent of the individual, along with written instruction from a medical practitioner. Where the individual does not have the capacity to give consent, consent must be obtained in writing from the person's nominated guardian or person responsible for this type of decision making.
- 28.7. Staff employed by you may assist individuals provided they have received adequate training.
- 28.8. Any refusals to take medication must be recorded and the individuals nominated guardian or person responsible for this type of decision making must be informed and other professionals where appropriate.
- 28.9. You must not supply 'Over the Counter' remedies or medication to individuals.

29. Dangerous Weapons

- 29.1 The Provider must ensure any items which could be described as dangerous weapons/equipment (whether for display or demonstration), kept on the premises or in areas where vulnerable individuals or children are engaged in activities must be kept in a secure manner. The items must be kept stored and locked with appropriate key management systems in place. Items considered dangerous include the following:
- Firearms (including airguns, humane guns)
 - Cane swords
 - Martial arts equipment
 - Knives (including craft knives, kitchen equipment and woodworking or leathercraft equipment)
 - Awls
 - Scissors
 - Hunting equipment
 - Animal traps
 - Machetes
 - Gardening equipment (items which are assessed as being dangerous)
 - Farming/agricultural equipment
 - Woodworking equipment (items which are assessed as being dangerous)

- 29.2 Some community day opportunities activities require the use of kitchen equipment such as knives, mandolins and other equipment which may be listed in clause 29.1; the provider must ensure clause 29.4 is adhered to in these circumstances.
- 29.3 Some community day opportunities activities require the use of a humane gun. The Provider must ensure appropriate licensing for the item is established prior to the commencement of the contract. In addition, the original licence must be presented to the appropriate Commissioning / Contract Manager prior to the commencement of the contract.
- 29.4 The Provider will ensure they give details of any item listed in 29.1 to the appropriate Commissioning / Contract Manager in writing and complete a risk assessment specific to the item/s listed prior to the contract commencing. This must include reasons for having the items and how the safety/well-being of the people living in the placement will be secured.

30. Confidentiality

- 30.1. Individuals who access the services know that information about this is managed appropriately and everyone involved in and with the community day opportunity setting respects confidential matters.
- 30.2. Subject to clause 30.1, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

31. Data Protection and Information Governance

- 31.1. In addition to the clauses set out in the Terms and Conditions, Providers must take measures to protect data and information in the following circumstances:
- Assess whether the premises where paper based data/information is be stored is subject to flooding and take appropriate measures to protect information from water damage
 - Store paper based information and data within a fire proof metal cabinet
 - Ensure that where individual's data is transferred electronically, it is done using data encryption methods
 - Ensure that where individual's data is stored electronically, it is done in a secure manner with appropriate backup

32. Staff and Volunteers

32.1. Staff Recruitment

- 32.1.1. Staff must be of good character, assessed through:

- Interview and selection processes
- Seeking and scrutinising references and associated checks prior to employment
- On-going basic/enhanced DBS checks
- Regular supervision.

32.1.2. All requirements described below are applicable to all staff, whether employed on a paid or volunteer basis; for the avoidance of doubt, this includes all persons engaged on an 'as and when' basis, short term engagements and any external persons you may bring in for the provision of services, events, etc.

This means:

- Employees
- Volunteers
- Work or student placements
- Agency staff

32.1.3. It is the Provider's responsibility to ensure that any individuals recruited meet the legal appointment requirements concerning training, DBS checks and acting independently. Failure to do so will constitute a breach of contract, and will be subject to immediate suspension from new placements. Further review may result in the withdrawal or suspension of this contract and removal of all existing individuals accessing the Provider's services. KCC reserves the right to request access to this information at any time.

32.2. Disclosure and Baring Service (DBS) Checks

32.2.1. The Provider is responsible for ensuring all job applicants (including volunteers, agency staff and work/student placements) granted an interview are asked appropriate questions to ensure they are aware, and understand the implications of DBS eligible posts and Rehabilitation of Offenders Act 1974.

32.2.2. All staff, volunteers, agency staff and work/student placements engaged in the service must have a completed a clear basic DBS disclosure check prior to beginning employment and engagement in activities/services.

32.2.3. Staff and volunteers involved and engaged with the delivery of the following service activities must have a clear enhanced DBS disclosure check prior to beginning employment and engagement in the following activities/services:

- Driving adults to where they get health or social care services
- Supporting ill or disabled adults with personal care, including the following tasks:
 - Eating or drinking
 - Going to the toilet
 - Washing or bathing
 - Dressing
 - Oral care
 - Looking after their hair, skin or nails

- Teaching, advising or guiding adults, for example giving therapy
- Moderating online chat or online media
- Inspecting places where adults receive health or social care
- Supporting adults to look after their cash, bills or shopping because they are ill or disabled

32.2.4 Providers must ensure staff and volunteers engaged in activities/services for children in transition (aged less than 18 years old) have a clear enhanced DBS disclosure check prior to commencing employment and engagement in activities/services. Activities include the following:

- Teaching, training or supervising children, but not in a school, nursery, children's centre or home, detention service, youth offenders institution or childcare premises
- Helping ill or disabled young people with eating or drinking, washing, dressing or going to the toilet

32.2.5 Any offer of appointment must be conditional upon receipt of a satisfactory basic/enhanced DBS Disclosure. Anyone engaged in work with vulnerable individuals and/or access to confidential information about vulnerable individuals will not be able to commence such work until the process has been completed and a satisfactory basic/enhanced DBS check is received.

32.2.6 Where the Provider is aware that a job applicant has lived overseas within the past 5 years for a period of 6 months or more, a certificate of good conduct or criminal record check from the country of residence should be provided in advance of the job applicant commencing work. Providers must be aware the DBS checking service cannot access criminal records held overseas. A DBS check may not provide a complete view of an applicant's criminal record if they have lived outside the UK. Providers should make sure they have access to all the information available to them to make a safer recruitment decision to safeguard individuals within the service.

32.2.7 Providers must put in place appropriate protocols for applicants with an unusual address history.

32.2.8 The process and procedures the Provider undertakes to check all staff and volunteers must be recorded and retained clearly.

32.2.9 The process and procedures the Provider undertakes when using the DBS checking service must be in line with the DBS Code of Practice and the Data Protection Act 1998.

32.2.10 KCC requires all Providers to have a clear basic/enhanced DBS check for all staff and volunteers engaged in activities with individuals every 3 years; this must be appropriate to the level of activity delivered.

32.3. Agency

- 32.3.1. The Provider is responsible for ensuring agency staff has valid basic/enhanced DBS checks.
- 32.3.2. Agency staff basic/enhanced DBS checks should be no older than three years.
- 32.3.3. Providers will be required to update the basic/enhanced DBS for all employees every three years.
- 32.3.4. Agency staff must not represent more than 50% of the total staffing ratio on any day of service delivery.
- 32.3.5. Agency staff are subject to the same training and qualifications requirements as full time staff.
- 32.3.6. The DBS definition of a volunteer is defined in the Police Act 1997 (Criminal records) Regulations 2002 as:

“Any person engaged in an activity which involved spending time, unpaid (except for travel and other approved out-of-pocket expenses), doing something which aims to benefit some third party and not a close relative”.
- 32.3.7. The Provider is responsible for ensuring volunteer applicant selection and approval processes ask appropriate questions to ensure they are aware of, and understand the implications of the DBS eligible position.
- 32.3.8. If the voluntary role requires an Enhanced DBS check, then the volunteer must not start in the role until a satisfactory disclosure has been received.
- 32.3.9. Volunteer basic/enhanced DBS checks are not transferable to paid roles.

32.4. Lone Working

- 32.4.1. Providers are responsible for ensuring that staff and volunteers are safe.
- 32.4.2. Potential risks associated with lone working must be assessed to minimise those risks. Adequate precautions and safe systems of work should be put in place following a risk assessment so that staff and volunteers are not adversely affected by lone working.
- 32.4.3. The Provider should ensure that their staff and volunteers have been given, and understand, all guidelines and procedures relating to the service. Training requirements for all staff and volunteers should also be identified and arrangements put in place to meet them.
- 32.4.4. The Provider will use its best endeavour to replace promptly any staff assigned to this contract who cease their employment for any reason, and that replacement staff with equivalent skill levels and qualifications are recruited.

- 32.4.5. The Provider will proactively undertake investigations of allegations of misconduct or negligence of any staff member undertaking a role in connection with this Contract and take appropriate action.

32.5. Staff Retention

- 32.5.1. Staff retention has an important benefit as loss of talent and expertise will impact on how effective an organisation is in the long term. Continuous recruitment also adds to the running costs and this can affect delivery and sustainably.
- 32.5.2. The Provider must recognise and develop an effective approach and tool kit for retaining staff.
- 32.5.3. The Provider must put in place a mechanism for gathering and analysing feedback from staff and volunteers and setting action plans. All written documentation regarding these mechanisms must be retained for a minimum of three years.
- 32.5.4. The Provider must ensure regular supervision and team meetings are established and recorded in a written form. All written documentation regarding these meetings must be retained for a minimum of three years.
- 32.5.5. The Provider must ensure there are mechanisms in place to ensure the health and wellbeing of all employees within the organisation. This must be documented through supervision and annual reviews.
- 32.5.6. The Provider must ensure an environment is created to support the retention and investment in employees. This must be documented through supervision and annual reviews.

32.6. Business Continuity

- 32.6.1. There must be an adequate staffing structure in place which will include contingency measures for the long term absenteeism of members of staff who are involved in providing the service, to ensure continuity of service at the required level throughout the term of the Contract. Contingency measures must be in place for short term staffing absenteeism to support dependency assessments and overall continuity of a full service.
- 32.6.2. An established Business Continuity Plan must be in place at the start of the contract. This must detail a methodology, risk assessment, Recovery Strategy, Disaster Recovery Plan and Incident Response Plan.

32.7. Staff Qualifications

- 32.7.1. The Provider must ensure all support staff and volunteers hold a relevant national occupational standard such as NVQ Level 2 Diploma in Health and Social Care or equivalent. Those who do not already hold a relevant standard should be supported to achieve the above qualification as a minimum within 1 year of commencement of employment.

32.7.2. As a minimum staff should have the following qualifications:

- Hold an NVQ Level 2, or equivalent,
- Be working towards an NVQ Level 3, or equivalent.

32.8. Induction and Training

32.8.1. Staff and volunteers must also have a range of other relevant training, to ensure the needs of individuals being supported can be met appropriately. This may include:

- Adult Protection/Safeguarding
- Child Protection/Safeguarding (if applicable)
- Prevention of abuse and self-neglect
- Equality and Diversity
- Health and safety Policy and protocols
- Data protection and confidentiality
- Personal Safety and out of hours/lone working
- Activity specific training and/or qualifications
- Condition specific training
- Specialist training to work with individuals with complex needs and behaviours that challenge.
- The Prevent Strategy and Duty
- Training to recognise pain

32.8.2. Each new member of staff undertakes a training needs analysis on completion of induction or a probationary period. This must be incorporated into the staff training and development plan. Full and complete training records must be maintained and available to KCC for inspection.

32.8.3. The need for refresher and updating training is identified at least annually during staff appraisal and incorporated into the staff development and training programme.

32.8.4. For volunteers, refresher and updating training is identified at least annually during an annual volunteer review process.

32.8.5. Managers and supervisors must receive training in supervision skills.

32.8.6. Managers should undertake periodic management training to update their knowledge, skills and competence to manage staff and the service.

32.9. Staff Supervision

32.9.1. Staff and team members should be actively supported and monitored in their role and regular supervision must be carried out for every team member. A full and clear staffing structure with supervision responsibilities must be kept, maintained and available to KCC for inspection.

- 32.9.2. The Provider will be responsible for all actions of its staff/volunteers and will have to demonstrate robust safeguarding policies for all circumstances.
- 32.9.3. All staff must have, as a minimum, an annual appraisal of their overall standard of performance and identification of training and development needs.
- 32.9.4. A record is kept of all disciplinary incidents affecting this contract, and relevant information promptly shared with the Council. KCC reserves the right to request this information at any time.
- 32.9.5. KCC also reserves the right to undertake unannounced visits.

33. Complaints and Compliments

- 33.1. Providers must ensure an easily understood, well-publicised and accessible (to include the provision detailed in Clause 27.1) procedure is in place to enable an individual to make a complaint or compliment and for complaints to be investigated.
- 33.2. The Provider's complaints and compliments policy should also refer to the Ombudsman and KCC's Customer Care department if the complaint requires an alternate signposting route. The Provider will be expected to investigate any complaints, compliments or quality issues that arise in a clear and concise way with all evidence clearly documented. The Provider must evidence how they ensure learning from complaints improves the quality of the service provided. Complaints and compliments must be welcomed as an opportunity to continuously improve and develop the service. Where there is a local advocacy organisation or Forum, it is expected that the Provider will make constructive use of these organisations at all times and specifically to help resolve complaints and problems as early as possible. All complaints whether they have been formally or informally resolved should be recorded.
- 33.3. A record of compliments should be maintained together with evidence if available and be used to reinforce good practice. Providers must be able to evidence how they share feedback on the service via their quality assurance process. This should include an annual survey.
- 33.4. The record of the complaint / compliment must include:
 - The date of the complaint / compliment
 - Full details of the actual complaint / compliment
 - The date the complaint / compliment was received (if different)
 - The date when the complaint / compliment was responded to
 - The outcome of the complaint
- 33.5. All formal complaints and serious concerns should be provided to KCC within one working day of the complaint being raised with the Provider. The information should include:
 - Liberi or SWIFT ID of the individual concerned, if applicable
 - The nature of the complaint

- What, if any, action has been taken so far

34. Contract Governance

34.1. This contract will be managed by KCC.

34.2. **The KCC Strategic Commissioning team** are responsible for the commissioning of this contract. The commissioning team also lead on contract management, the review of outcomes and KPIs. This is the team that Providers should inform of any actions required by this contract that relate to service delivery and service quality. Providers should email communitysupport@kent.gov.uk with this information. Providers will be informed should this email address change.

The commissioner will communicate with the Provider using one designated email address for each Provider, which the Provider will communicate at the commencement of the contract. Providers must inform the KCC Strategic Commissioning team in a timely manner, should this email address change.

34.3. **KCC Strategic Procurement Unit** has the responsibility for leading on the arrangement of price uplifts and any alterations in the terms and conditions of this contract.

34.4. **KCC Social Care Team** is deployed to assess the eligible needs of individuals, develop their Care and Support plan and to coordinate / arrange for the delivery of services identified within that plan. The KCC Social Care Team is responsible for signing and authorising the Service Order.

34.5. **The KCC Safeguarding unit** has the role of safeguarding vulnerable adults, including statutory duties regarding adult protection and child protection issues. Providers are expected to work with this team to address any relevant safeguarding concerns.

34.6. **The KCC Complaints Team** has the responsibility of co-ordinating activities and investigations which support complaint resolution.

34.7. **KCC is the Data Controller** for this service and as such has to ensure the two main obligations under the Data Protection Act 1998 are maintained, which are: to notify the Information Commissioner that information about individuals is being collected, processed and held, and to adhere to the eight principles in the Act.

34.7.1. KCC must ensure contracted Providers comply with Data Protection legislation and procedures.

34.7.2. KCC complies with the Data Protection Act 1998 and is registered as a 'Data Controller' (Reg. No. Z5297748).

34.7.3. KCC is required to seek assurance that information risks are adequately controlled during the contract term; this must be reviewed bi-annually as a minimum.

Glossary

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

Term/Expression	Meaning/Definition
Additional Support	This support enables an individual to access activities and choices to be as independent as possible
Adult/s	For the purpose of this specification, an adult is anyone over the age of 18 years old.
Adult Protection	Safeguarding vulnerable adults from abuse, harm and exploitation
Agreement	A negotiated and usually legally enforceable understanding between two or more legally competent parties. It is another word for a contract.
ASDAN (Award Scheme Development and Accreditation Network)	ASDAN is a curriculum development organisation and awarding body, offering qualifications that grow skills for learning, skills for employment and skills for life.
Autism	Autism is a pervasive developmental spectrum condition, which means it is a lifelong condition that affects a person's development in particular areas and in varying degrees. Traditionally, there have been three core areas of difficulty that are shared by all people with autism – these are often referred to as the 'triad of impairments'. They are: <ul style="list-style-type: none"> • difficulty with social communication • difficulty with social interaction • difficulty with social imagination, which can include a restricted, repetitive pattern of behaviour, interests, or activities.
Bank Holiday Period	There are eight permanent bank holidays in England and are described as Good Friday, Easter Monday, Christmas Day, Boxing Day, New Year's Day, Early May Bank Holiday, Spring Bank Holiday, August Bank Holiday. On occasions some bank holiday dates can be changed, or other bank holidays can be declared, for example to celebrate special state occasions. When the usual date of a bank holiday falls on a Saturday or Sunday, a 'substitute day' is given, normally the following Monday.
BASE	British Association for Supported Employment – BASE is the national trade association for the supported employment sector, providing support for people with disabilities who want to work. BASE believes that with the right job and the right support, everyone can work.
BILD	British Institute for Learning Disabilities – BILD want people with learning disabilities to be valued equally, participate fully in their communities and be treated with dignity and respect.

Breach (of contract)	An action in the direct opposition to defined agreed requirements.
Business Continuity Planning	A process that identifies potential threats to an organisation, the impacts to business operations that those threats, if realised, might cause, and which provide a framework for building organisational resilience with effective response that safeguards the interests of its key stakeholders.
The Care Act	The paper that takes forward the Government's commitments to reform social care legislation and improve the quality of care following the findings of the Francis Inquiry.
Care and Support Plan	For the purpose of this specification the Care and Support Plan is the plan developed between the individual, the Provider and other relevant stakeholders, with appropriate agreement of the individual. This is also known as the Pathway Plan for young people.
Care / Case Management	A targeted, community-based and pro-active approach that assesses people who may have care needs, reviews packages of care and produces co-ordinated Care and Support Plans; know in this specification as the Social Care Team.
CQC	Care Quality Commission - the independent regulator of all health and social care services in England. The CQC monitors, inspects and regulates health and social care services.
Child/children	For the purpose of this specification, a child means anyone under 18 years old and specifically individuals over 16 years old who are accessing the service.
Child Protection	Safeguarding a child from abuse, harm and exploitation.
Commission	The process by which local authorities decide how to spend money to get the best possible outcomes for individuals and communities, based on identified needs.
Commissioner	Members of the Councils' staff who have responsibility for determining what services will be purchased in order to meet assessed eligible needs.
Complex needs	A person with a range of issues and combination of layered needs e.g. mental health, communication, physical, sensory, behavioural, medical, cognitive and relationships.
Confidential Information	All information which has been designated as confidential by You or us in writing or that ought reasonably to be considered as confidential (howsoever it is conveyed and stored), including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, know how, personnel, customers and suppliers of You and us and all personal data and sensitive personal data within the meaning of the DPA, together with all information derived from the above.

Co-production	Co-production means delivering public services in an equal and reciprocal relationship between professionals, people using services, their families, carers and their neighbours. Where activities are co-produced in this way, both services and neighbourhoods become far more effective agents of change.
Contract	A legally binding agreement between parties to provide goods or services at an agreed price, usually in writing. Contracts must include offer, acceptance, consideration, and be legally enforceable.
Council	Means Kent County Council (KCC)
D/deaf	The term D/deaf is used to describe individuals who are Deaf (sign language users) and deaf (who are hard of hearing but who have English as their first language and may lip-read and/or use hearing aids). D/deaf is often used as a short cut to describe both groups who are similar but not exactly the same when it comes to communication.
Deafblind	Definitions of deafblindness focus more on the effect of the combined loss on a person's everyday life – how it affects their ability to communicate, to get around and to access information – rather than the degree of the impairment. A combination of sight and hearing loss is usually described in one of three ways: •Deafblind •Multi-sensory impaired •Dual-sensory impaired
Dependency Assessment Matrix	The Dependency Assessment Matrix is a tool used to assess the amount of support each individual needs in order to access the service.
DoLs - Deprivation of Liberty Safeguards	Part of the Mental Capacity Act (2005) the protocol aims to ensure that the person in receipt of social and health care are looked after in a way that does not inappropriately restrict their freedom.
DBS - Disclosure and Barring Service	The tool that helps employers makes safer recruitment decisions and prevents unsuitable people from working with vulnerable groups, including children. It replaces the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA).
Disaster Recovery Plan	A disaster recovery plan is a documented process or set of procedures to recover and protect a business in the event of a disaster, such a plan, ordinarily documented in written form, which specifies the procedures an organisation is to follow in the event of a disaster. It is “a comprehensive statement of consistent actions to be taken before, during and after a disaster”.

EQHC - Equality and Human Rights Commission	This is the independent statutory body established to help eliminate discrimination, reduce inequality, protect human rights and to build good relations, and eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act. Further information regarding the Equality Act and protected characteristics can be found by contacting the Equality and Human Rights Commission.
Evidenced Based Approach	A process in which the practitioner combines well-researched interventions with clinical experience and ethics, and an individual's preferences and culture to guide and inform the delivery of the services.
Individual	Individual or person being supported by the service.
Improvement Plan / Action Plan	A response to raise standards in key areas in service development and delivery within agreed specified timescales.
IG - Information Governance	Information governance is a framework that brings together all the requirements, standards and best practice that apply to the handling of information to ensure compliance with the law, including The Data Protection Act 1998 (DPA) , Freedom of Information Act 2000 (FOI) and Environmental Information Regulations 2004 (EIR) . The framework is designed to assist with the application of rules concerning confidentiality, privacy, data security, consent, disclosure and access to records.
Jobcentre Plus	Is the name of the UK Department for Work and Pension's support service for people of working-age in the United Kingdom. The services are offered directly by the Department for Work and Pensions.
KCC	Kent County Council.
KPI - Key Performance Indicator	Indicators are ways of knowing that an outcome has been achieved, or show progress against an outcome.
KPS - Kent Pathways Service	The KCC Kent Pathways Service supports adults with a learning disability to become more independent. KPS can help individuals to improve independence by developing life skills.
Learning disability	A learning disability is a significantly reduced ability to understand new or complex information, to learn new skills and reduced ability to cope independently which starts before adulthood with lasting effects on development.
Liberi	KCC's database that contains key information on the needs and treatment of children receiving a service as well as the organisations providing care.
Line Manager	The individual with direct managerial responsibility for a particular employee.
Locality Team	KCC's integrated community health and social care professionals managing the care of people with LD and MH issues (some areas).

Lone Workers	Lone workers are defined as individuals who work by themselves, without close or direct supervision, in a wide range of situations, regardless of whether they work in a fixed establishment or are mobile workers away from a fixed base.
Mainstream	Shared by most people and considered as normal. In this example activities and services undertaken or accessed in ordinary local or wider community settings.
Needs Assessment	Appraisal of a person's care and support needs for community care services.
Ombudsman	Officer whose role is to investigate complaints where individuals have been treated unfairly or have received poor service from government departments and other public organisations and NHS in England.
Outcome	Defined as the intended impact or consequence or result of a service on the lives of individuals and communities
Outcome Star	The outcomes star is a measurement tool that can be used to capture progress of the individuals towards greater independence and social inclusion. http://www.homelessoutcomes.org.uk/resources/1/OutcomesStar/OutcomesStar.pdf - Providers are not expected to use this as a measurement tool – but it is an example tool to measure outcomes.
Person	People being supported by the service. Within this document this person is sometimes described as an 'individual'
Person Centred Planning Process	.A set of approaches designed to help a person plan all aspects of their life to ensure the individual remains central to the creation of any plan which will affect them. This is reflected in their Care and Support Plan.
Peer Support	Peer Support is defined as the help and support that people with lived experience are able to give to one another.
Physical Disability	The term <i>physical disability</i> is broad and covers a range of disabilities and health issues, including both congenital and acquired disabilities. A physical disability is any impairment which limits the physical function of one or more limbs or motor ability. Other physical disabilities include impairments which limit other facets of daily living such as respiratory disorders and epilepsy.
Planned Absences	Periods of time away from and not attending the service which are pre-determined, informed and communicated.
Policy	A set of statements which help individuals to make sound judgments based on legislation, legal terms and conditions and any regulatory requirements.
Procedure	The method by which a policy is put into practice.
Procurement	The formal process of buying goods and services.

Provider	The legal owner or any persons authorised to act on the Service Provider's behalf under this contract. Through the contract, this term will be interchangeable with the term 'Organisation' and has the same meaning.
Risk	The probability of an unwanted event occurring.
Safeguarding	Describes the multi - agency process of protecting children and vulnerable adults from abuse and neglect and putting systems in place to prevent harm.
SO - Service Order	The document issued to the Provider by the KCC Social Care Team that initiates and outlines the service to be received by the individual.
Sensory Disability	A disability of the senses; sight, hearing, smell, touch, taste and spatial awareness. Sometimes used to refer to sight (visual) and hearing impairments.
Service	The Service(s) provided under the terms of this contract.
SIS - Supporting Independence Service	This refers to the KCC service which commissions support for an individual to enable choice and independent living.
Social Care staff / team	A professional deployed by KCC to arrange and review services for people who have been found on assessment to be owed a duty under various enactments. For the purpose of this contract, Care Managers should also be taken to include Care Management Team, Care Manager (within Learning Disability, Physical Disability Teams and Children's Team), Care Co-ordinator (within Mental Health), Case / Care Manager Assistants (CMAs) and Social Work Assistants (SWA) who are unqualified workers, Occupational Therapist, Nurse, Social Worker, Physiotherapist qualified/state registered, Purchasing Officer, Young People's Workers, and any other authorised representative.
SMART	S.M.A.R.T. is an acronym that is used to guide the development of measurable goals. Each objective should be: <ul style="list-style-type: none"> • Specific • Measurable • Achievable • Relevant • Time Oriented
Social Value	The Public Services (Social Value) Act 2012 requires commissioning authorities to demonstrate how the service to be procured will "improve the social, environmental and economic well-being of the relevant area". The term 'Social Value' aims to describe the additional social, economic and environmental value that can be secured for the community over and above the core contract requirements when a service is procured. Social Value is also a wider term for value beyond the financial element.

Specification	The document that describes the service and the required outcomes.
Staff	Employees and workers who carry out the service for the Provider
Statutory	As required by statute (the law)
Support Plan	Please see Care and Support Plan definition.
SWIFT	The Council's database that contains key information on the needs and treatment of adults receiving a service as well as the organisations providing care.
Taster Session	This is a session pre-approved with the individual's KCC Social Care Team to support the individual to find out about the Provider and the activities the Provider delivers in order to support the individual's Care and Support Plan. The length of the session is flexible, with the minimum session time being 3 hours, to a maximum of 6 hours.
The Kent Partners' Compact	A partnership agreement between the Voluntary & Community Sector (VCS) and the public sector in Kent. It is a jointly agreed framework for mutual working. It expresses the desire of the VCS and the public sector to work together better. It also provides a framework where mutual respect, understanding and fair treatment are the building blocks for true partnership.
Transformation Agenda	The Council's innovative way of working with its partners with renewed focus on rapid response, prevention, targeted interventions, supporting careers and empowering people.
Visual impairment	This term is used to describe individuals living with sight loss, individuals who are blind, and individuals living with low vision.
Warwick Edinburgh Scale	This is a prototype measure (Tennant et al. 2007). It focuses on the positive aspects of mental health. It is short and easily understood as an instrument of mental wellbeing by the public and can be seen as an intervention in its own right. Providers are not expected to use this as a measurement tool – but it is an example tool to measure outcomes.
Working Days	For the purpose of this specification, working days are Monday to Friday inclusive between the hours of 09:00 and 17:00, except when these days are Bank Holidays.
You/your	For the purpose of this specification, the term 'you' and 'your' means the Provider.

Statutes, Guides and other Useful Documents

Providers must ensure that they have up to date working knowledge of all legislation pertaining to the delivery of the Service. Any links provided below were correct when this document was drafted.

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

- British Institute of Learning Disabilities:
<http://www.bild.org.uk/>
- Department of Health: Care and Support Statutory Guidance Issued under the Care Act 2014 June
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf
http://www.legislation.gov.uk/uksi/2009/309/pdfs/ukxi_20090309_en.pdf
- Equality and Human Rights Commission: The Human Rights Act 1998
<http://www.equalityhumanrights.com/your-rights/human-rights/what-are-human-rights>
- Government Equalities Office: Equality Act 2010 Guidance
<https://www.gov.uk/equality-act-2010-guidance>
- Kent County Council: Care and Support On-Line Directory
<http://webapps.kent.gov.uk/KCC.CareServices.Web.Sites.Public/>
- Kent County Council: Mental Capacity Act
<http://www.kent.gov.uk/mentalcapacityact>
- Kent County Council: Adult Protection
http://www.uclan.ac.uk/research/environment/projects/the_right_to_be_heard.php

Part 4: Community Day Opportunities for Individuals with Disabilities Lots

Lot 1: Promoting Wellbeing

The service will promote and support an individual's wellbeing, goals and aspirations in every day community life with the view of sustaining choice, control, independence and personal aspirations which support the individual's Care and Support Plan. Individuals referred to this service are likely to have moderate to profound complex needs. As such, it is recognised that individuals accessing this part of the service will require activities over a longer period which enable them to remain healthy, happy and stable, whilst working with realistic goals and achievable outcomes. The service will support individuals to maintain their current level of independence whilst developing social friendships, peer group support and social networks.

The service will encourage people to experience a wide range of community based opportunities based on the outcomes identified in the individual's Care and Support Plan. Individuals need to be interested and engaged in purposeful activity. For some individuals this may include learning new skills and developing their social skills, daily living skills, confidence and self-esteem.

It is recognised that individuals accessing this service have varying degrees of capability and the quality of this service must be able to meet their individual needs, including those related to continence, mobility and sensory needs, in order for the person to achieve their identified outcomes and engage in purposeful activity. This service will need to have access to good quality convenient toilet facilities, social and leisure facilities, access to a sensory room and music based activities.

Individuals accessing this service will require fully accessible facilities with an accessible toilet and changing facilities. Providers will be required to complete the Provider Accessibility Assessment Tool to aid KCC Social Care Team in selecting the most appropriate placement for individual's accessing the service.

This service must include access to a structured multi-sensory programme with access to a professional with experience in design and development of sensory programmes for individuals with physical and learning disabilities and tailored to the individual's needs. This can include access to a sensory/snoezelen room, sensory garden, hydrotherapy pool, sensory swim sessions, soft play area sessions, and can encompass music and art.

The service may be offered at flexible times which could take place on evenings and weekends. No enhanced payments will be paid for any part of this contract.

The service will need to be undertaken at a realistic and individualised pace, ensuring the individual accesses activities which can reflect their aspirations, expectations and Care and Support Plan; should the regular reviews identify additional outcomes which can be achieved within a structured timeframe, this can be included within the individuals Care and Support Plan and the Social Care Team advised in writing within one week.

Quality, Performance Monitoring and Key Performance Indicators

Performance monitoring is essential to ensure the effectiveness of the service. The Provider will be responsible for monitoring their delivery to ensure the service is meeting the specification and that outcomes are being achieved. The service will be reviewed through performance monitoring. The Provider will be required to report to KCC Commissioners on the performance of the service.

Lot 2: Promoting Independence

This service should be viewed as a stepping stone for promoting and supporting greater independence and skills building, rather than as a service for life.

This service will support individuals to experience a wide range of opportunities to enable them to learn and develop and build on their existing social skills, daily living skills, confidence and self-esteem.

This service will be expected to create a clear pathway that will enable individuals to access and autonomously move into mainstream social, leisure, educational activities and other opportunities in the wider community.

This will need to be undertaken at a realistic and individualised pace but within a clear and agreed timeframe which can reflect the individual's aspirations, expectations and Care and Support Plan, up to a three year programme of support from the start date of the service.

The outcomes must include support to reduce the package of care and any Additional Support elements of the package as skills are acquired and outcomes achieved.

The outcomes must be reviewed every six months and demonstrate how the individual's outcomes are being met together with how the individuals overall package of care is being reduced and used flexibly to support the individual's pathway.

In addition to the personal outcomes identified in Section 16 this part of the service should also allow people to:

- Learn new skills and build on existing skills
- Have access to a range of educational opportunities (for example National Vocational Qualification (NVQ) or any entry level qualification such as ASDAN or City and Guilds)
- Have real choice and control over their life
- Be empowered to be independent
- Have confidence that their skills and abilities are recognised in the wider community
- Be enabled to access a range of social and leisure opportunities independently
- Participate in volunteering

Quality, Performance, Monitoring and Reporting

Performance monitoring is essential to ensure the effectiveness of the service. The Provider will be responsible for monitoring delivery to ensure the service is meeting the specification, appendices and that all outcomes are being achieved. The service will be reviewed through performance monitoring. The Provider will be required to report to the Commissioners on the performance of the service.

The service Provider will undertake a regular review and report to the KCC Social Care Team of each individual's progress on a quarterly basis. At the 30 month review the KCC Social Care Team will need to be involved in the individual's review to identify next steps and the pathway for the individual.

Lot 3: Employment Support Service

This service will be expected to create a clear pathway to enable an individual to access and move into paid employment within an organisation.

This will need to be undertaken at a realistic and individualised pace which reflects the individual's aspirations and expectations, but as this programme of support cannot exceed 2 years (up to a maximum of 18 months (with the exception of a Supported Internship which should not exceed 52 weeks) with the possibility of a 6 month extension if agreed in advance by a KCC Social Care Team in writing, based on evidence of outcomes being met) there must also be a clear and agreed timeframe in place with the individual, KCC Social Care Team and Provider. This service will include work preparation, employment related skills and pathways to employment.

Eligibility is based on individual choice with no exclusion criteria:

- Competitive employment is the primary goal
- Confidence that pre-employment skills training and accredited qualifications can lead to real job opportunities
- Meaningful volunteering opportunities as a pathway to paid employment
- Job finding, and support is individualised
- A diversity of employers are approached with the needs of the individual in mind
- Support to access financial planning and guidance
- Support to access guidance and on setting up a business enterprise or being self employed

Kent residents with a disability have identified the following additional personal outcomes as being important to them regarding paid employment:

- Achieving paid employment in the open market
- Having a realistic chance of achieving paid employment in the open market within the placement period
- Having access to a level of support around employment that is greater than the support provided by day opportunity services e.g. Job Centre Plus
- Being empowered to become work ready
- Being confident in their skills and abilities to work
- Being able to sustain paid employment
- Having access to a range of employment and volunteering opportunities

Package

This part of the service is designed to help individuals with learning or physical disability get ready for the world of work. The 52 week work programme will include numerous workshops and field trips, where individuals get the chance to practice social skills and acquire knowledge which can be used towards paid employment or setting up as self-employed.

Individuals will work together or individually to develop service objectives. Each component must be progress tracked, outcome monitored, progression logged and personalised to the individual.

The outcomes must include support to reduce the individual's overall care package and any Additional Support as skills are acquired and developed, and outcomes achieved.

The outcomes must be reviewed every six months and demonstrate how the individual's outcomes are being met together with how the care package and any Additional Support is being reduced and used flexibly to support the individual's pathway.

The Provider must ensure the following areas are part of the whole package which must be for a minimum of one day per week in order to encompass the following outcomes:

Vocational Profiling

This is a key stage of getting to know the individual including looking at their ambitions, skills, knowledge, any learning needs they may have, current/past experiences and any work placements and taster days they may have tried in the past. This stage is essential in order to gather the information needed to gain a good job match in the future; therefore it is important to include choice and realistic aspirations for the person. This work will also be ongoing to identify whether the individual may be entering a role which cannot be sustained or if there are any social barriers to them continuing the employment.

The Provider must ensure access to a qualified Careers Guidance advisor must be given at this stage.

Employment skills development

The training package will encompass clear development and SMART goals towards employment in a setting which promotes support, understanding and learning. Some parts of the package can work within a generic group setting if needed.

The Provider must ensure access to an adult career guidance tool for each individual engaged within all parts of the development and that this tool is used to support the individual.

The Provider must ensure regular access to an independent NVQ qualified Careers Guidance employee for each individual within this programme.

The Provider must ensure this part of the programme works with individuals to understand the following:

- **My perfect job** The Provider will work with the individual to clarify which activities would best help to work towards attaining the jobs identified in the goals; with goals being linked to realistic aspirations.
- **My abilities** The Provider will work with individuals to find out all their interests, abilities, values and the areas which may be a challenge to looking for and attaining work whilst linking this to their goals. The Provider will support the individual to understand themselves

within a work environment and the perception of themselves in the job market; with emphasis on working on personal behaviours which may hinder the success of finding a job or sustaining employment.

- **The working world** The Provider will work with the individual, employers and wider agencies to support understanding of the job market and the contribution and enhancements disabled people can make to the job market. The Provider must include support and understanding of team work, supervision, appraisals. In addition, the Provider must ensure the individual understands how all elements of paid employment function; this must include reading payslips, National Insurance contributions, Tax contributions, pension contributions, sickness pay, and other employee benefits.
- **Tools to help find a job** The Provider will support the individual with job searching resources which includes on-line job searches, working closely with employers and related agencies.
- **Skills to gain a job** The Provider will support the individual with confidence building, team working skills; broaden the range of job searches, conducting mock interviewing, writing job applications, social skills building and all related skills.
- **Employer engagement and job matching** The Provider will work with and engage employers in the local area to support finding opportunities and job matching. Previous skills, qualifications and experience the individual has gained will be used to refine the individual's goals and aspirations.
- **Volunteer placements** The Provider may work with the individual to attain a volunteer work placement, Supported Internship, work experience, or work placement taster day/week linked to the outcomes for the individual. These placements may be used as a stepping stone towards paid employment and can be identified through the pre-employment skills training and day services skills training. The Provider will work with the employer to ensure the voluntary work/work placement has a clear pathway towards paid employment and supports the individual within the placement to access developmental training and support.

Each pathway, skills development or work related placement (including voluntary placements) must be directly linked to the individual's Care and Support Plan.

The Provider will work with the individual to continue on the Employment Support Service whilst attending the volunteer placement to ensure the individual's pathway continues to work towards paid employment.

The Provider must end the Employment Support Service placement on the first day of commencing the volunteering placement should the volunteering placement exceed more than four calendar days per week.

The Provider must ensure that if an individual wishes to remain in a volunteer position for longer than 25 weeks, with a view of permanence and long term placement, that the individual's KCC Social Care Team is contacted to review the individual and discuss leaving the Employment Support Service.

This placement must be closely linked to the person's goals and aspirations whilst adding social value to the organisation. If the Provider feels the volunteering placement needs to be continued beyond the 25 week period, an assessment with the individual in placement with relevant advocates, employer representation and KCC Social Care Team representation must take place within one month of the 25 week period end date to ensure the placement meets with the choices of the individual in placement.

If the placement is to continue on a permanent basis without the need to seek further employment (paid or voluntary) the individual can do so and the placement for Employment Support Service must end. Continuing support can be assessed with KCC Social Care Team; if continuing support is not needed, the End of Placement protocol must be followed and the individual will leave this service.

Work Experience Placements

The Provider will ensure all work experience placements are no longer than six weeks and are closely linked to the individual's goals, aspirations and Care and Support Plan whilst adding social value to the organisation.

The Provider may work with organisations to source a Supported Internship through the work experience placement or Supported Internship for an individual, lasting no longer than 52 weeks and closely linked to the individual's goals and aspirations whilst adding social value to the organisation.

The Provider must ensure the placement on the Employment Support Service is ended and five working days' notice given in writing to the KCC Social Care Team should an individual secure a Supported Internship Placement.

The Provider must ensure the Supported Internship placement/work placement support mechanisms are in place for the individual prior to the individual commencing on the internship.

The Provider must work with the Supported Internship placement/work placement's employer prior to the placement commencing to ensure a transition plan is followed and in place for the individual.

End of Placement Plan

An End of Placement Plan must be in place for all individuals attending voluntary work, work experience, or work experience taster days. The plan will include the following:

- A joint meeting with the Provider, KCC Social Care Team (where possible), the employer's representative and an advocate if necessary
- Review of goals set at the start of the placement
- Review of development areas for the individual
- Recognition of any training, courses or qualifications gained during the placement
- A review of next steps to support the pathway for the individual

The End of Placement Plan and review documents will be documented, a copy sent to the individual and KCC Social Care Team; with a copy retained in the Provider's files for a minimum of three years from the start date of the placement.

Transition Planning

The Provider must ensure a transition plan is developed with the individual to support moving into a Supported Internship Placement, volunteering placement, paid employment or commencement of self-employment. The plan must be agreed with the individual and KCC Social Care Team and sent via email to the KCC Social Care Team within two weeks of a job match or placement being confirmed.

Within the 2 week transition period, the Provider will work with the prospective employer to ensure reasonable adjustments are assessed and co-ordinated to be in place for the individual within the first month of employment. The Provider will provide information to the employer regarding Access to Work to support the co-ordination of reasonable adjustments.

The Provider will ensure notification in writing to the KCC Social Care Team two weeks prior to the commencement of a work placement, work taster opportunity, volunteering placement and Supported Internship placement.

Professional Employment Programme Support

Each Provider must monitor the progress of the service with the use of the following:

- Established access to an employment assessment tool for each individual engaged with the employment support service
- Established access to an adult career guidance tool for each individual engaged with the employment support service
- Regular access to an independent NVQ qualified Careers Guidance employee for each individual within this service in line with the individual's quarterly reviews for each person engaged with the employment support service
- Access to an independent Health and Safety assessment organisation

Providers must demonstrate an understanding of the careers and the employment sector and have detailed knowledge of:

- DWP regulations regarding restricted work placements
- DWP regulations and guidelines on benefits affecting disabled people
- DWP Access to Work Guidelines
- DWP Guidance for self-employed individuals
- DWP guidance on pension contributions, National Insurance contributions, sickness pay, tax contributions and other employee benefits and important information
- career guidance and SMART action planning

Providers must ensure the following is in place prior commencing a work placement:

- independent Health and Safety assessment of prospective employer prior to an individual commencing paid work, taster days or any activity within the employers premises

Community Day Opportunities for Individuals with Disabilities

- contract of employment for the prospective employee/individual
- salary payment mechanism in place

Quality, Performance, Monitoring and Reporting

Performance monitoring is essential to ensure the effectiveness of the service. The Provider will be responsible for monitoring delivery to ensure the service is meeting the Specification, Appendices and that all outcomes are being achieved. The service will be reviewed through performance monitoring. The Provider will be required to report to the Commissioners on the performance of the service in line with the KPIs.

Lot 4: Additional Support Service

Additional support is a flexible approach enabling individuals to specific access activities in the services setting that meet their assessed needs and identified outcomes, who would otherwise be unable to access parts of their Care and Support Plan.

Additional support can only be delivered by Providers who deliver one or more of the following day opportunity services:

- Promoting Wellbeing service (Lot 1)
- Promoting Independence service (Lot 2)
- Employment Support service (Lot 3)

A KCC Social Care Team must assess and agree the additional support needs, hours and duration required for the individual prior to this service being delivered. The requirements for this additional support will be based on the personal outcomes and needs of the individual attending day opportunities in line with their Care and Support Plan.

The extra support will normally be for specific activities and will be subject to KCC Social Care Team regular reviews. The KCC Social Care Team will agree with the Provider the exact requirements of the additional support needs, and payment for it will be based on the agreed hourly rate detailed. Any changes to additional support delivered without KCC Social Care Team pre-approval must be in writing, otherwise will not be paid.

Providers must ensure the additional personal outcomes that individuals in Kent with a disability have identified as being important to them regarding their additional support needs are included within the package.

Notably that individual are:

- Confident the additional support is flexible and responsive to the individual's changing needs, recognising when support is required and when it is not
- That additional support ensures safe access to meaningful activities

Quality, Performance, Monitoring and Reporting

Performance monitoring is essential to ensure the effectiveness of the service. The Provider will be responsible for monitoring delivery to ensure the service is meeting the Specification, Appendices and that all outcomes are being achieved. The service will be reviewed through performance monitoring. The Provider will be required to report to the Commissioners on the performance of the service in line with the KPIs.

Additional Element: Transport Service

The payable daily rate (return journey) for transport is £135 fully inclusive per vehicle, for a minimum of 4 individuals (and maximum as prescribed by the vehicle in which they are travelling). No individual should be travelling for more than 90 minutes each way.

1. The Provider's Obligations (Transport Only)

1.1. The Provider will:

- cooperate with the Authority in investigating and resolving complaints received from Passengers, intending Passengers and any other person;
- provide a full written response within seven days of receipt of a complaint from the Council
- make an appropriate ex gratia payment in circumstances where a Passenger or intending Passenger has incurred reasonable additional expenditure to complete their journey as a result of a failure to operate the Service in accordance with the Specification.

1.2. The Council, if it is satisfied that such a failure occurred, may, after consultation with the Provider, make such reimbursement directly to the complainant and deduct the sum, together with any reasonable costs incurred in making reimbursement (including any charge for sending payment by cheque or other means and the administration fee set out in the Council's Contract Monitoring Programme), from the payment due to the Provider.

1.3. The Provider shall cooperate in any investigation by the Local Government Ombudsman. In the event that the Ombudsman finds maladministration and injustice as a result of a fault by the Provider the Council shall be entitled to recover from the Provider any payments made by the Council to a complainant as a result of:

- a finding of maladministration causing injustice
- early settlement of a complaint made to the Ombudsman without a formal investigation and report.

1.4. In the event of the Provider failing to achieve the standards set out in the Contract Monitoring Programme deductions from payments in accordance with the Contract Monitoring Programme shall be made. In the event of the Provider consistently failing to achieve the standards set out in the Contract Monitoring Programme the Council may, at its discretion, terminate this Contract.

2. Penalty Points and Warnings

2.1. Penalty points and warnings are used to highlight identified service deficiencies and form part of the Council's contract management action plan. This section details the service

failures that include, but are not limited to, those that may constitute inadequate performance by the Provider (or sub-Provider) and failure to achieve the required operational standard.

Principle

2.2. Service failures are for the Provider to rectify. It is recognised that some service failures are not as significant as others and it is important to draw a distinction between severity of failure. Accordingly, sanctions are applied progressively in a proportionate way. Services failures are categorised as 'A- Minor service failure', 'B – Significant service failure', 'C – Major service failure', 'D – Total service failure'

2.3. Depending upon the level of the service failure, penalty points or warnings will be issued. Penalty points accumulate and, when they reach a pre-determined level (20 penalty points), result in a Warning being issued. Some service failures result in a warning being issued without there being any previous penalty point issued. In general terms, if service failures persist once three warnings have been issued, the contract will be terminated with immediate effect.

3. Sanctions

3.1. Examples of service failures and the resulting sanctions are set out in Table 1.

Table 1

A- Minor service failure – 5 Penalty Points
Passenger Assistant unable to produce identification upon request PSV driver unable to produce identification upon request Failure by driver to provide name to a customer on request. Failure to comply with contractual obligations in respect of financial and/or administrative requirements Failure to demonstrate that all contractually required licences and insurances are in place Service reaches destination up to 15 minutes late due to matters within the control of the driver/operator.
B – Significant service failure – 10 Penalty Points
Driver unable to produce local authority-issued identification upon request Failure to hold client profiles in vehicles (where required).

<p>Allowing passengers to alight at an unauthorised location</p> <p>Driver or Passenger Assistant conduct results in upheld complaint from service user</p> <p>Driver or vehicle receives sanction from licensing authority or is otherwise non-compliant with local licensing requirements</p> <p>Failure to comply with parking or unloading arrangements Service reaches destination up to 30 minutes late due to matters within the control of the driver/operator.</p>
<p>C – Major service failure - Warning</p>
<p>Conveying passengers not assigned to that service or otherwise unentitled to travel</p> <p>PSV driver or Passenger Assistant has not been approved to work in that capacity</p> <p>No Passenger Assistant present (where required)</p> <p>Wheelchair and/or occupant not correctly secured</p> <p>No O Licence disc displayed (where required).</p> <p>Vehicle receives PG9 from enforcement agency (e.g. Police, DVSA)</p> <p>Sub-contracting the operation of the service (or part thereof) without the Council's prior permission (emergencies excepted)</p> <p>Exceeding licensed carrying capacity of the vehicle</p> <p>Significant inappropriate conduct by Driver or Passenger Assistant</p> <p>More than 50% of journeys fail to operate to specification on up to three days in any ten day operational period</p> <p>Service reaches destination more than 30 minutes late due to matters within the control of the driver/operator.</p>
<p>D – Total service failure – Contract Termination</p>
<p>More than 50% of journeys fail to operate to specification on more than three days in any ten day operational period</p> <p>Inappropriate conduct by vehicle staff leading to an adverse Safeguarding outcome as determined by Police or Social Services</p> <p>Use of unlicensed driver or unlicensed vehicle</p>

- 3.2. This list is not exhaustive, and the Council reserves the right to identify other Service Failures not identified above which will be considered on their individual circumstances and assign appropriate Penalty Points and/or Warnings to them. The Council also reserves the right to terminate the Contract where deemed necessary in accordance with the Termination clauses in the Terms and Conditions of Contract.
- 3.3. Penalty points do not carry any additional sanction, other than the accumulative effect. Warnings carry a financial penalty as set out in Table 2.

Table 2

Level of warning	Financial penalty
First warning	25% of the daily rate
Second Warning	50% of the daily rate
Final Warning	100% of the daily rate

4. **Process**

- 4.1. When a report is received that there has been a service failure, a Service Failure Enquiry (SFE) will be raised with the Provider. The Provider will always be invited to submit a response to the SFE a service failure before any sanction is applied. If the Provider refutes the SFE, and both parties cannot reach agreement, the matter will be referred to Dispute Resolution (Clause 61). If the Provider fails to take the opportunity to respond within seven days, the service failure will be considered proven.
- 4.2. In the event of a SFE being proven, the Provider will be issued with a Service Failure Action (SFA) notification which identifies the sanction to be applied.
- 4.3. The sanction applied will dependant on two factors; the level of service failure on this occasion and any previous sanctions applied in respect of the Contract.

5. **Examples**

- 5.1. There are many possible combinations of penalty points and warning sequences which may arise. Worked examples are set out below for illustrative purposes only:

Example 1

Sequence of penalty points resulting in escalated warnings:

- Minor service failure (5 penalty points)
- Significant service failure (10 penalty points)
- Minor service failure (5 penalty points)
- *A first warning is issued*

- Significant service failure (10 penalty points)
- Minor service failure (5 penalty points)
- Minor service failure (5 penalty points)
- *A second warning is issued*
- Etc.

Example 2

Sequence of penalty points and warnings:

- Minor service failure (5 penalty points)
- Major service failure
- *A first warning is issued*
- Significant service failure (10 penalty points)
- Minor service failure (5 penalty points)
- Minor service failure (5 penalty points)
- *A second warning is issued*
- Major service failure
- *A final warning is issued*
- Minor service failure (5 penalty points)
- Significant service failure (10 penalty points)
- Minor service failure (5 penalty points)
- *The contract is terminated*

Example 3

Sequence of warnings:

- Major service failure
- *A first warning is issued*
- Major service failure
- *A second warning is issued*
- Minor service failure (5 penalty points)
- Minor service failure (5 penalty points)
- Major service failure
- *A final warning is issued*
- Minor service failure (5 penalty points)
- *Major service failure*
- The contract is terminated

There are many potential combinations of penalty points and warnings that may be applied and the above principles will be able in each circumstance

Quality, Performance, Monitoring and Reporting

The service will be reviewed through performance monitoring. The Provider will be required to report to the Commissioners on the performance of the service in line with the KPIs.

Document 1:

Kent County Council Contact Address

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Kent County Council
Social Care Health and Wellbeing
Strategic Commissioning
Invicta House IH3
County Hall
Sandling Road
Maidstone
Kent ME14 1XX

E-mail: Communitysupport@kent.gov.uk

KCC Social Care Team Contact Details

- All correspondence, including invoices, needs to have the individual's initials and SWIFT/Liberi ID number.
- Please do not use full names unless you are using encrypted emails.

Adult Social Care Team - LD	General Queries	Invoicing (if different)
Ashford & Shepway	ASCLDT.Admin@kent.gov.uk	
Canterbury & Swale	canterbury.ld.community.team@kent.gov.uk swale.ld.community.team@kent.gov.uk	csldinvoices@kent.gov.uk
Dartford, Gravesham & Swanley	DGSLDCTeam01@kent.gov.uk	
Dover & Thanet	doverthanetldadmin@kent.gov.uk	
Maidstone & Malling	MMLDAdmin01@kent.gov.uk	
South West Kent	swkentldadmin@kent.gov.uk	

Community Day Opportunities for Individuals with Disabilities

Adult Social Care Team - PD	General Queries
Ashford	AshfordACT@kent.gov.uk
Canterbury & Coastal	ACTCanterbury@kent.gov.uk
Shepway	ShepwayACTadmin@kent.gov.uk
Thanet	thanetact@kent.gov.uk
West Kent North	ACTWKMAid@kent.gov.uk
West Kent South (Sevenoaks & Malling)	ACTWKSM@kent.gov.uk
West Kent South (Tonbridge & Tunbridge Wells)	ACTWKTTW@kent.gov.uk

Adult Social Care Team	General Queries
Sensory & Autism Services	SensoryandAutism@kent.gov.uk



Template 1

Community Day Opportunities for Individuals with Disabilities Equality and Diversity Monitoring Form

About You... We want to make sure that everyone is treated fairly and equally, and that no one gets left out. That's why we are asking you these questions. We will share the information you give us with Kent County Council. We'll use it only to help us make decisions, and improve our services. If you would rather not answer any of these questions, you don't have to.

Q1. Are you...? ☐ Male ☐ Female ☐ I prefer not to say

Q2. Is your Gender the same as your birth?
☐ Yes ☐ No ☐ I prefer not to say

Q3. How old are you?

Q4. What is your postcode?

Q5. To which of these ethnic groups do you feel you belong? (Source: 2011 census)

White		Mixed		Asian or Asian British		Black or Black British	
<input type="checkbox"/>	English	<input type="checkbox"/>	White & Black	<input type="checkbox"/>	Indian	<input type="checkbox"/>	Caribbean
<input type="checkbox"/>	Scottish	<input type="checkbox"/>	White & Black African	<input type="checkbox"/>	Pakistani	<input type="checkbox"/>	African
<input type="checkbox"/>	Welsh	<input type="checkbox"/>	White & Asian	<input type="checkbox"/>	Bangladeshi	<input type="checkbox"/>	Other*
<input type="checkbox"/>	Northern	<input type="checkbox"/>	Other*	<input type="checkbox"/>	Other*		
<input type="checkbox"/>	Irish	<input type="checkbox"/>	Arab	<input type="checkbox"/>	Chinese	<input type="checkbox"/>	I prefer not to
<input type="checkbox"/>	Gypsy/Rom						
<input type="checkbox"/>	Irish						
<input type="checkbox"/>	Other*						

***Other Ethnic Group** - if your ethnic group is not specified in the list, please describe it here:

The Equality Act 2010 describes a person as disabled if they have a longstanding physical or mental condition that has lasted, or is likely to last, at least 12 months; and this condition has a substantial adverse effect on their ability to carry out normal day-to-day activities. Individuals with some conditions (cancer, multiple sclerosis and HIV/AIDS, for example), are considered to be disabled from the point that they are diagnosed.

Q6. Do you consider yourself to be disabled as set out in the Equality Act 2010?

☐ Yes ☐ No ☐ I prefer not to say

Q7. If you answered Yes to Q6, please tell us which type of impairment applies to you.

You may have more than one type of impairment, so please select all the impairments that apply to you. If none of these applies to you, please select Other, and write in the type of impairment you have.

- ☐ Physical impairment
 ☐ Mental health condition
☐ Sensory impairment (hearing, sight or both)
 ☐ Learning disability
☐ Long standing illness or health condition, such as cancer, HIV/AIDS, heart disease, diabetes or
☐ Other, please specify:
 ☐ I prefer not to say

Community Day Opportunities for Individuals with Disabilities

Q8. Do you regard yourself as belonging to any particular religion or belief?

- ☐ Yes ☐ No ☐ I prefer not to say

Q9. If you answered Yes to Q8, which of the following applies to you?

- ☐ Christian ☐ Hindu ☐ Muslim ☐ Any other religion, please specify:
☐ Buddhist ☐ Jewish ☐ Sikh

Q10. Are you...?

- ☐ Heterosexual/Straight ☐ Gay woman/Lesbian ☐ Other
☐ Bi/Bisexual ☐ Gay man ☐ I prefer not to say

Thank you for providing this information, your feedback is important to us.

Template 2:

Community Day Opportunities for Individuals with Disabilities Provider Accessibility Assessment Tool

Name of person filling in form
Date
Building name and Organisation name
Address

Facility	Notes
1. Changing Place (meeting the Changing Places specification) within the building or within walking distance (100m)	
2. Accessible toilet within the building	
3. Accessible changing facilities within the building	
4. Access through the front of the building	
5. Access within the building and emergency fire access/egress	
6. Access for visually impaired individuals with appropriate signage	
7. Storage for equipment for individuals with complex needs	
8. Access for individuals living with a hearing impairment including a loop system	
9. Community use to the building from other groups and frequency	

10. Other activities within the building	
11. General community information within the building	
12. Telephones available in the building	
13. Refreshment facilities within the building	
14. Snoezelen or sensory room within the building	
15. Staff Disability Awareness Training	
16. Community facilities near the building within 100m and 500m	
17. Transport links to the building (e.g. buses, trains, taxis) - within 100m – 250m of the front entrance to the building	
18. Parking (dedicated and marked accessible parking bays and non-accessible for visitors)	
19. Shops near the building within 100m and 500m	
20. Cafes and places of interest near the building within 100m and 500m	
21. Adult Education near the building within 100m and 500m	
22. Leisure facilities near the building within 100m and 500m	
Other notes	

Template 3:

Community Day Opportunities for Individuals with Disabilities Provider Accessibility Dependency Assessment Matrix

Individual's Name:

Date of Birth:

Worker linked to the individual:

Area:

BEHAVIOUR - Understands and presents appropriate behaviour at all times. (0)	DEPENDENCY RATING
HEALTH Health conditions that require continual supervision/assistance. (4)	DEPENDENCY RATING
NUTRITIONAL NEEDS (eating a meal) Needs total support during meal times. (4)	DEPENDENCY RATING
PERSONAL APPEARANCE & HYGIENE Total support required for personal appearance & hygiene. May require one or more members of staff at all times. (4)	DEPENDENCY RATING
PERSONAL CARE (toileting & menstrual needs) Requires two members of staff to support with personal care needs at all times in accordance with moving and handling regulations. (4)	DEPENDENCY RATING
COMMUNICATION Able to communicate needs to those who know them well. (3)	DEPENDENCY RATING
INDEPENDENCE IN COMMUNITY Needs a minimum of 1 member of staff to support them whilst accessing the community (4)	DEPENDENCY RATING
SAFEGUARDING Needs constant support or supervision in relation to hazards and dangers. (4)	DEPENDENCY RATING
MOBILITY Wheelchair user who requires one staff member to push and one or more for transfer. (4)	DEPENDENCY RATING
ENGAGEMENT IN ACTIVITY Needs regular supervision or direction to engage in activity. (3)	DEPENDENCY RATING
ANY OTHER DETAIL	DEPENDENCY RATING

DEPENDENCY RATING SCORE:		DEPENDENCY ASSESSMENT	
1 - 6	Ratio 1:10	Behaviour	
7 - 12	Ratio 1:6	Health	
13 - 18	Ratio 1:4	Nutritional Needs	
19 - 24	Ratio 1:2	Personal Appearance and Hygiene	
25+	Ratio 1:1	Personal Care	
30+	Ratio 2:1	Communication	
		Independence In Community	
		Safeguarding	
		Mobility	
		Engagement in Activity	
		Other	
		Dependency rating total	

Assessed level of dependency (ratio):

Review Date:

Assessment completed by: