

Date: 24 August 2012
Contact name: Alethea Thompson
Contact number: 01395 517525 (group number 01395 517546)
E-mail: athompson@eastdevon.gov.uk



To: Members of the Sheltered Housing Task and Finish Forum
(Douglas Hull, Jim Knight, Christine Morrison, Sue Saunders,
Pauline Stott, Peter Sullivan)

East Devon District Council
Knowle
Sidmouth
Devon
EX10 8HL

DX 48705 Sidmouth

Tel: 01395 516551

Fax: 01395 517507

www.eastdevon.gov.uk

Andy Austin - Mobile Support Officer
Sue Bewes - Landlord Services Manager
Dennis Boobier - Housing Needs and Strategy Manager
Amy Gilbert - Support Services Manager
John Golding - Head of Housing
Jenny Netherway - Mobile Support Officer
Peter Richards – Rental Manager
Mandy White – Senior Finance Officer

For information:

Councillor Jill Elson – Portfolio Holder, Sustainable Homes and Communities

Councillor Stephanie Jones – Deputy Portfolio Holder, Sustainable Homes and Communities

**Meeting of the Sheltered Housing
Task and Finish Forum
Friday 31 August 2012 at 9.00am
Room One, Knowle, Sidmouth**

Councillors and members of the public are reminded to switch off mobile phones during the meeting. If this is not practical due to particular circumstances, please advise the Chairman in advance of the meeting.

AGENDA

		Page/s
1.	To receive the notes of the meeting held on 10 February 2012.	4 - 8
2.	To receive any apologies for absence.	
3.	To receive any declarations of interest relating to items on the agenda.	
4.	Update on further HRB report, following concerns/ risks raised at the May HRB meeting.	Housing Landlord Services Manager 9 - 21
5.	Current Supporting People Position with regards to recent meetings/ Sheltered Housing Forum.	Support Services Manager
6.	Draft Contract Proposal – DCC.	Support Services Manager 22 - 59

7.	Tenants who live in Sheltered Housing under the age of 55.	Housing Landlord Services Manager/ Support Services Manager	60
8.	Tenants who are over 55 but not in need of support/ menu of services.	Housing Landlord Services Manager/ Support Services Manager	
9.	Service charges for sheltered housing equipment.	Housing Landlord Services Manager/ Support Services Manager	
10.	Date of next meeting.		

Decision making and equality duties

- The Council will give due regard under the Equality Act 2010 to the equality impact of its decisions.
- An appropriate level of analysis of equality issues, assessment of equalities impact and any mitigation and/or monitoring of impact will be addressed in committee reports.
- Consultation on major policy changes will take place in line with any legal requirements and with what is appropriate and fair for the decisions being taken.
- Members will be expected to give reasons for decisions which demonstrate they have addressed equality issues.

Members and co-opted members remember!

- ❑ You must declare the nature of any disclosable pecuniary interests. [Under the Localism Act 2011, this means the interests of your spouse, or civil partner, a person with whom you are living with as husband and wife or a person with whom you are living as if you are civil partners]. You must also disclose any personal interest.
- ❑ You must disclose your interest in an item whenever it becomes apparent that you have an interest in the business being considered.
- ❑ Make sure you say what your interest is as this has to be included in the minutes. [For example, 'I have a disclosable pecuniary interest because this planning application is made by my husband's employer'.]
- ❑ If your interest is a disclosable pecuniary interest you cannot participate in the discussion, cannot vote and must leave the room unless you have obtained a dispensation from the Council's Monitoring Officer or Standards Committee.

Getting to the Meeting – for the benefit of visitors



The entrance to the Council Offices is located on Station Road, Sidmouth. **Parking** is limited during normal working hours but normally easily available for evening meetings.

The following **bus service** stops outside the Council Offices on Station Road: **From Exmouth, Budleigh, Otterton and Newton Poppleford – 157**

The following buses all terminate at the Triangle in Sidmouth. From the Triangle, walk up Station Road until you reach the Council Offices (approximately ½ mile).

From Exeter – 52A, 52B

From Honiton – 52B

From Seaton – 52A

From Ottery St Mary – 379, 387

Please check your local timetable for times.

© Crown Copyright. All Rights Reserved. 100023746.2010

The Committee Suite has a separate entrance to the main building, located at the end of the visitor and Councillor car park. The rooms are at ground level and easily accessible; there is also a toilet for disabled users.

For a copy of this agenda in large print, please contact the Democratic Services Team on 01395 517546

EAST DEVON DISTRICT COUNCIL
Notes of a meeting of the
Sheltered Housing Task and Finish Forum held
at Knowle, Sidmouth on 10 February 2012

Present:

Councillors:

Jim Knight (Chairman)
Douglas Hull
Pauline Stott
Peter Sullivan

Officers:

Andy Austin – Mobile Support Officer
Sue Bewes – Landlord Services Manager
Amy Gilbert – Support Services Manager
John Golding – Head of Housing
Jenny Netherway – Mobile Support Officer
Peter Richards – Rental Manager
Alethea Thompson – Democratic Services Officer
Mandy White – Senior Finance Officer

Apologies:

Councillors:

Stephanie Jones

Tenants:

Christine Morrison
Sue Saunders

The meeting started at 10.00am and ended at 12.15pm.

***34 Notes of the last meeting**

The notes of the meeting of the Sheltered Housing Task and Finish Forum held on 9 December 2011 were received and noted as a true record.

***35 Declarations of interest**

Councillor Jim Knight declared an interest as he was a Devon County Councillor. Councillor Douglas Hull declared an interest as his sister lived in sheltered accommodation. Jenny Netherway declared an interest as she lived in a sheltered flat at Dunning Court.

*36 **Update on the Sheltered Housing Forum**

The Landlord Services Manager updated the TaFF following the Sheltered Housing Forum meeting on 10 January 2012. Notes of the meeting from Devon County Council (DCC) had been circulated with the agenda and the TaFF discussed these.

Devon County Council had clarified that they would like to discuss the potential move from the current subsidy contract arrangement (payable on eligibility of Housing Benefit and support tied to accommodation), to a Spot Purchasing arrangement. This would be need led and not tied to accommodation. This was the best possible scenario for DCC, but presented East Devon District Council (EDDC) with some difficult decisions to make. It was important to determine the level of support needed.

Members discussed the extra dementia care cases that were likely to be in the community. There might be an opportunity for EDDC to meet that need for dementia care patients in their own home. It was reported that there had been no discussion at the Forum meeting on dementia care or on budgets.

The discrepancy in support costs through all EDDC schemes had been noted and it was agreed that a single pricing system for delivering support was required.

The Chairman thanked the Landlord Services Manager and the Head of Housing for attending the Sheltered Housing Forum meeting and reporting back to the TaFF.

37 **Supporting People – subsidy block contracts or needs based spot contracts?**

The Landlord Services Manager explained the difference between subsidy block contracts and needs based spot contracts and the Forum was asked to consider the pros and cons of each option.

Block contracts

This represented the current arrangement and was based on Housing Benefit eligibility. There was no link to actual need, just the assumption that living in sheltered accommodation equalled a need for support. Housing Benefit was the prerequisite and payments were made based on accommodation units. Capacity was equal to the number of units on a scheme, regardless of how many residents in each unit of accommodation required support. If a resident was vacant from the property for a length of time (for example a prolonged stay in hospital) support payments would remain as these were based on the unit rather than the individual.

Spot contracts

These were based on support need and represented DCC's preferred way of working. This represented a person centred approach to support, whereby support was targeted directly to individuals with an identified need. It was anticipated that this would allow more freedom to be flexible to the need of the service user. However, there was the danger that existing tenants that the Council currently received funding for (based on their allocation to sheltered accommodation) could opt out of receiving support and that funding would be lost. Alternatively though, there may be a demand for support (and therefore funding) from tenants in general housing stock, and potentially the private sector.

37 **Supporting People – subsidy block contracts or needs based spot contracts? (cont'd)**

If EDDC was to follow the spot contracts route there was a need to clarify the freedoms this allowed. For example, whether funding would be taken away if a resident had a long stay in hospital and whether funding could be moved around to cover ever adjusting levels of need. The TaFF agreed that it was important to know what the general freedoms and flexibilities would be under spot contracts. It was very important to know the eligibility criteria for spot contracts and who would be assessing this. At present DCC had been unclear on this issue.

It was acknowledged that the Council needed to engage with its service users as there were financial implications and risks attached to both contract routes. The Council also needed to know what it wanted to provide and to create a vision. It was agreed that there were risks in continuing with the block contracts, however, there were uncertainties regarding the future with the move to spot contracts. It was thought prudent to work with DCC on an 'in principle' position, but to also have an exit strategy to fall back on.

RECOMMENDED: that the spot contracts route be agreed in principle, but that no decision be made until more was known about the eligibility criteria and the freedoms and flexibilities allowed.

RESOLVED: that the key decisions and an overview of the work of the Sheltered Housing Task and Finish Forum be presented to the May 2012 meeting of the Housing Review Board.

*38 **Why spot contracts?**

The Taff then went on to discuss why EDDC should move to spot contracts. The main reasons included:

- Targets the support better.
- Ability/flexibility to meet support needs wherever they were.
- Best use of resources.
- Opportunity to move into the private sector.
- It was what DCC wanted EDDC to do.
- There was more freedom to be proactive.
- Freedom to undertake new initiatives.
- Attracting new business.
- It works with the EDDC cluster office arrangements.

If spot contracts were introduced sheltered housing would be a very different model.

It was agreed that it was important to keep a certain amount of accommodation for older, less mobile people. Many properties were already hard wired with an alarm system. Another issue to consider was that 20% of Supporting People income currently went to the Home Safeguard service. If Supporting People income was lost in the future Home Safeguard would need to attract new business in order to remain viable.

*39 **Research into the need for mobile housing support services in the private sector**

The Support Services Manager reported that research, funded by the Supporting People programme, had been undertaken locally in 2009, into the need for housing related support services in the private sector and other tenures that did not currently have access to the type of service provided for sheltered housing tenants. A significant need for mobile support services in the private sector was identified. The findings of the research were circulated to members of the Task and Finish Forum, who were asked to give any comments to the Support Services Manager before the next meeting.

Although it was suggested that the change in contracts would be phased in and would only affect new tenants, it was agreed that all tenants should be engaged on the issue.

At present support funding for residents in sheltered accommodation was captured. Under the spot contract route there would be the need to capture the support requirements at the allocation stage. This would require support knowledge in the Housing Needs team.

*40 **Cost of the Housing Support Service**

The Landlord Services Manager, Support Services Manager and Senior Finance Officer had met to look at breaking down the housing support services' costings.

Areas to be considered were:

- Supporting People income at risk.
- Service charges, for example pendants.
- Alarm charges – a landlord function?
- Cost of district offices.
- Cost of sheltered housing equipment.
- Percentage of staff time – support versus housing management.

There was a need to be very clear about what the Mobile Support Officers (MSO) did in terms of time spent on support and time spent on housing management/landlord function. The Support Services Manager had previously had a focus group with some of the MSOs who had been asked to categorise what they did in a day as support or housing management. The results of this were noted.

The TaFF discussed the cost of support equipment in Council properties. A great deal of money had been spent on disabled adaptations and in most cases the tenants were not charged. However, tenants were means tested through the disabled adaptations policy. It was suggested a case could be made to levy service charges for equipment in order to recoup the cost of the equipment. Detailed discussion then took place on whether tenants should be charged for pendants, and how the charge should be made.

It was noted that under spot contracts the charging system needed to vary as support needs would vary over time. This would have to be reflected in the accounting methods used.

*41 **Programme of future meetings**

The next Sheltered Housing Task and Finish Forum would be held on Friday 30 March 2012, at 9.30am in the Committee Room, Knowle, Sidmouth.

Agenda Item: 09

Housing Review Board

3 May 2012

SB/AG/PR



The future of Housing Support Services in East Devon

Summary

The purpose of this report is to update the Housing Review Board on the work of the Sheltered Housing Task and Finish Forum over the past months, and to seek direction from the Board as to the future of Housing Support Services in East Devon. The report will be accompanied with a presentation of the relevant issues, and represents an outline of the key issues that Board members can expect to be covered during the meeting.

There have already been major changes in the way support services have been viewed, paid for and delivered over the past several years, which have influenced the way we respond to the need for support. We now have a clearer picture of some of these changes and expectations and would ask the Board to agree a series of recommendations that will effectively set the direction for the future of Housing Support Services in East Devon.

Recommendations

- i. That a single price support charge of £9.85 per week is introduced to all Sheltered Housing residents regardless of where they live.
- ii. That the spot contracts route be agreed in principle, but that no decision be made until more is known about the eligibility criteria and the freedoms and flexibilities allowed.
- iii. That officers develop a separate support contract for our customers who have a support need according to our eligibility criteria.
- iv. That officers run a pilot project for Mobile Support Officers to deliver support to tenants living within the authority's general needs accommodation
- v. That the Board agree a vision, a simple statement to clearly encompass the values and aspirations we all hold for the future of support services in East Devon.

a) Reasons for Recommendation

To set the direction of the future of Housing Support Services in East Devon.

b) Alternative Options

To do nothing, and continue to provide the service in its current form and only to people living in our sheltered accommodation.

c) Risk Considerations

Doing nothing could result in failure to secure the best future for individuals requiring our support service in the future.

Failure to grow the business and tap into the unmet demand for extending support services (thus enabling clients to live independently in communities without placing additional demands on health, social services and housing authorities).

Failure to develop this area and work alongside Supporting People could result in the current support contract being re-tendered as there is no statutory obligation for the organisation to deliver support services.

d) Policy and Budgetary Considerations

Recommendations conform to current Council policy and budgetary considerations.

e) Date for Review of Decision

An annual review is recommended.

1 Update on the work of the Sheltered Housing Task and Finish Forum

1.1 The Sheltered Housing Task and Finish Forum (TAFF) was originally set up to deal with the decommissioning of some of the authority's sheltered housing that was no longer considered to be ideally suited for recipients of the modern day support service. The TAFF's first task was to monitor the progress of the decommissioning project, and it is our intention to report back to the Housing Review Board (HRB) on this project at its June meeting.

1.2 The remaining tasks will be covered in the presentation on the future of Support Services in East Devon and are contained within its **Terms of Reference** as follows:

- To continue to receive updates and monitor the progress of the decommissioning of Sheltered Housing.
- Explore the options to deliver a Housing Related Support Service to the wider Community, reaching residents in General Needs Council housing and private sector housing, and propose a preferred model of delivery.
- Examine business models to enable support services to maintain Supporting People income and expand, including assessing the value of Social Enterprise Agencies and working with neighbours/partners.
- Consult with key agencies to ensure a multi-agency approach is adopted in providing support services to East Devon residents with the aim of encouraging people with support needs to live independently in their homes.
- Consider the threats and opportunities in relation to the Supporting People budgets and recommend action to safeguard services.
- Explore good practice in the delivery of support services and the options more applicable to East Devon District Council. Make recommendations to create a new support contract in addition to the tenancy agreement.
- Consider income generation opportunities through the application of support charges, equipment charges and service charges for services to residents in need of support.
- Examine the links between support services and Home Safeguard and propose improvements in service delivery.
- Make recommendations for inclusion in an Older Persons Strategy.

- To report the work of the TAFF to the Housing Review Board with recommendations.

2 The Story So Far

- 2.1 Supporting People (SP) is the national programme for commissioning housing related support that was introduced in 2003 and administered in Devon by Devon County Council (DCC). The SP programme provides support for vulnerable people enabling them to live independent and fulfilling lives in their own homes, paying for support such as setting up home, dealing with agencies, managing health needs, budgeting, emotional support and counselling, etc. We receive funding directly as a service provider for sheltered housing, to help people live independently in their own homes.
- 2.2 Since 2003 we have been engaged upon a journey of transformation to take us away from the Resident Warden model of service towards delivery of a **mobile support service** by teams of officers based in offices within the community, delivering support according to the needs of the individual. Amy Gilbert, Support Services and Home Safeguard Manager will take the HRB through the steps we have taken along this journey and explain what the role of the Mobile Support Officer actually entails, and how this has enabled us to shape a modern **cluster working model** service for our customers.

3 A 'one price' service for our customers

- 3.1 The next stage on our journey is concerned with making sure our customers are charged a **fair price** for the support we provide. Historically, charges for each scheme were based on the cost of providing the service for that particular scheme (mainly based on mileage costs of an Officer travelling to the Scheme in question) and were not necessarily indicative of the service an individual actually received. Following work carried out over the last few years to ensure that a consistent service is delivered across all schemes, it is only fair that a consistent pricing structure is also applied.
- 3.2 Charges currently range from £5.56 to £30.64 per week, in stark contrast to the 'fair price' we aspire to charge.
- 3.3 If the income we receive from all service users, however paid, was converted to a 'one price' charge for all service users, the new charge would be £9.85 per week.
- 3.4 Peter Richards, Rentals Manager, will take us through the detail associated with achieving a 'one price' service for our supported customers, including the effect on our income over all and moving to the recommendation that a single price charge of £9.85 is introduced to all Sheltered Housing residents regardless of where they live.

4 A journey to Devon County Council

- 4.1 In 2011 Devon County Council announced a **Framework Agreement** approach to Care and Support in order to contract with fewer providers than at present, and so bring about greater efficiencies of service. Sue Bewes, Landlord Services Manager, will update the HRB as to our position with respect to tendering for services under the framework agreement and the TAFF's recommendation for the future.

- 4.2 In September 2011 DCC undertook an options appraisal and consulted on different **options for the future business model of its investments into Targeted Support for older persons**. As the S.P. pot is no longer 'ring fenced' by DCC, there has been fear that funding could move from 'support' to 'care', so County spending decisions are vitally important to our future.
- 4.3 DCC have now said they prefer to move to **Spot Contracts** that target resources they are needed regardless of tenure, rather than continuing with the **Block Contracts** that we currently hold, based on the customer living in our sheltered accommodation. Sue Bewes will take us through the pros and cons of both types of contract, moving to a recommendation that the spot contracts route be agreed in principle, but that no decision be made until more is known about the eligibility criteria for current and new clients, and the freedoms and flexibilities allowed.

5 Support Contracts for Individual Tenants

- 5.1 Another key piece of work we need to consider is the provision of **support contracts** for tenants, which would be essential if we move to spot contracts and achieve our aspirations of delivering support within our general needs homes, and into East Devon's private sector housing. This would see all tenants in Sheltered Housing being offered a Support Contract in addition to their Tenancy Agreement.
- 5.2 We have been working with the Devon Sheltered Housing Forum to agree a series of **eligibility criteria** for support services, alongside **levels of support** that we can recognise across the county as representing the service we deliver in practise. Amy Gilbert will take us through the pros and cons of East Devon creating Support Contracts and the consequences of this for both existing and future tenants.

6 A pilot project to test the waters?

- 6.1 Given the various elements of the service that have been considered in this report, it would be advisable from an operational point of view to test our aspirations to expand our Support Service into our general needs accommodation, by running a small pilot project.
- 6.2 There has been a strong appetite for this from members of the Sheltered Housing TAFF throughout their work in an attempt to take the first steps in offering a support service to tenants who live outside of Sheltered Housing. We are confident that we will be able to easily attract five or six tenants who are prepared to pay for the service, which will be delivered via Mobile Support Officers through capacity gained in recent decommissioning of our stock.
- 6.3 Amy Gilbert will detail the proposed project, outlining the benefits to the service and move to a recommendation that officers run a pilot project for Mobile Support Officers to charge for support to tenants living within the authority's general needs accommodation.
- 6.4 Members will also be introduced to various elements of support services offered by Aster Housing, as the TAFF have studied this organisation in some detail in order to look at aspirations of service delivery, and what a future service may

look like, based on the steps Aster Housing have already taken.

7 Our vision for Support Services in East Devon

- 7.1 This report has been all about attention to detail, about getting all the important pieces in place in order to continue with the transformation of our Support Services in East Devon. It is noted that the Support Services Team has already been subject to many changes that have continued to be reported to the Board as well as regular Supporting People position statements. We aim to deliver an informative, innovative presentation that will seek to both challenge and inform members of the strategic direction of the Support Services.
- 7.2 We have discussed targeting the support to the people with need, regardless of whether they live in our own housing, own their own home, or rent accommodation in the private or public sectors.
- 7.3 We have recognised the practical changes we have to tackle in order to make our aspirations a reality.
- 7.4 We have been visionary; our aspirations will not be fully realised by implementing all the recommendations suggested in the report, but we will have created a firm base on which to continue building.
- 7.5 Our final recommendation today is that the Board agree a vision, a simple statement to clearly encompass the values and aspirations we all hold for the future of support services in East Devon. This vision will be presented to the Board and members will be invited to comment on whether they feel this is the correct vision for the future of support services operating in East Devon.

Legal Implications

There are no legal implications to comment on at this stage however Legal Services will continue to advise on the implications of the new support and spot contracts referred to within the report.

Financial Implications

The financial implications are unclear at this stage. The 2012/13 budget has assumed the same levels of service and supporting people income as for last year.

Consultation on Reports to the Cabinet

The contents of this report have been the subject of several meetings of the Sheltered Housing TAFF, which includes two tenant members.

Some aspects of the report have also been the subject of discussion within the Housing Review Board which has five tenant members.

Elements of the report concerning mobile support and the cluster working model have been the subject of consultation with service users across the district.

Background Papers

- TaFF agenda papers.

Sue Bewes X2200
Landlord Services Manager

Housing Review Board



3 May 2012

Agenda Item: 11

Housing Review Board

21 June 2012

SKB



The financial risks and service delivery impact for tenants in moving to spot contracts.

Summary

The Housing Review Board (the Board) at its meeting on 3 May 2012 made a series of recommendations around the future of Housing Support Services for older people in East Devon. As part of the discussion the Board has requested a further report on two of the recommendations, detailing financial risks and service delivery impact for tenants in agreeing to change of contract type and separating the support contract from the client's tenancy agreement. These issues form the subject of this report.

Recommendation

That the risks and impacts contained within the report be taken into consideration by the Board when deciding the future of support services for older people.

a) Reasons for Recommendation

At the request of the Board to detail the likely risks and possible impacts of two of the recommendations the Board considered at the previous meeting.

b) Alternative Options

Not to consider the potential risks and impacts.

c) Risk Considerations

Risks are the subject of this report. Not to consider them would mean the Board's recommendations would be incomplete and potentially ill considered. This could lead to failures in service to customers and have a negative impact on the reputation of the service as well as the Council as a whole.

d) Policy and Budgetary Considerations

These have been detailed in previous reports on Support Services for older people in East Devon.

e) Date for Review of Decision

An annual review of support services is anticipated.

1 Introduction

- 1.1 At its meeting on 3 May 2012 the Board received a paper and presentation entitled the future of Housing Support Services in East Devon, and made a series of recommendations as a result. The second and third recommendations were:
- that the spot contracts route be agreed in principle, but that no decision be made until more was known about the eligibility criteria, longevity of the contracts and the freedoms and flexibilities allowed.
 - that officers develop a separate support contract for customers who had a support need according to the eligibility criteria, subject to the following conditions:
 - 1) that the Housing Review Board sees the agreement first;
 - 2) that assurances are gained from Devon County Council that the money released can be reinvested, before EDDC enters into a contract;
 - 3) that sheltered housing continues to be used for those with support needs.
- 1.2 In addition the Board recommended that a risk/impact assessment be undertaken on these recommendations and that a report be brought back to the Board on the financial impact and service delivery impact on residents.
- 1.3 Housing managers and relevant officers have met to debate the issues, and what follows is a series of perceived risks and impacts for the Board's consideration.

2 Risks and service delivery impacts

Perceived risks & service delivery impacts	Suggested mitigating actions
<p>Risk: Discussions with Devon County Council (DCC) has revealed there is likely to be a loss of 25% of DCC grant funding if we move to 'spot contracts'. This is based on a DCC perception that up to 25% of their grant is not reaching the people it is intended to reach, due to the inadequacies of the current 'block contracts' system.</p> <p>Impact: Loss of income heralding the start of the service 'withering on the vine'.</p>	<p>It will require strong negotiation by us from the outset to limit this anticipated reduction, for example to show we have fewer 'under 55s' in our sheltered stock than DCC think we do, & that more of our sheltered homes are occupied by older people with a support need, than DCC suspect is the case.</p> <p>DCC have stated they believe we have 129 under 55s receiving Supporting People (SP) grant, which equates over a 52 week year to £66,080.04. We are currently awaiting further detail from DCC so we can analyse the data and reduce this number as far as possible.</p> <p>The Board has included a proviso in its recommendation to move to 'spot contracts' only if the money released can be reinvested.</p> <p>DCC have implied that we will be able to support customers in the private sector within East Devon, but we need to have this confirmed in writing.</p> <p>DCC have given no indication of whether we would experience a similar reduction, or</p>

	indeed greater, in grant funding if we stay with 'block contracts'.
<p>Risk: Our inability to let some sheltered homes to people with a support need, e.g. first floor but with no lift.</p> <p>Impact: Void periods increasing and loss of rental income, as we try repeatedly to re-advertise properties and find suitable tenants.</p>	<p>We must be flexible & make provision for circumstances where properties prove impossible to rent. Consider a 4th phase of decommissioning that takes place as & when these properties come up.</p> <p>We should aim to preserve the integrity of sheltered accommodation:</p> <ol style="list-style-type: none"> 1. First choice let to tenant having at least low level support need of 1 visit per week & paying support charge (£9 approximately) 2. If not possible, let for (£3 approximately Home Safe guard charge) 3. Last resort, decommission in exceptional circumstances. <p>Identify annual budget to remove Chubb equipment from sheltered units & replace with T unstall dispersed alarms so that individually decommissioned properties will not take others off-line & unable to receive the alarm service.</p>
<p>Risk: SP funding is only intended for older people therefore people under 55 with a support need will not be eligible.</p> <p>Impact: People under 55 will be unable to access sheltered accommodation.</p>	<p>We should ensure our criteria for entry to sheltered accommodation includes under 55s who have a support need and receive Disability Living Allowance. (Currently we do have some under 55s in our sheltered homes in these circumstances).</p>
<p>Risk: Failure to tie change to 'spot contracts' in with decommissioning project.</p> <p>Impact: Some properties become hard to let, void times increase, income decreases.</p>	<p>Co-ordinate decommissioning project with change to 'spot contracts', allowing individual properties to be decommissioned under exceptional circumstances.</p>
<p>Risk: Lack of eligibility criteria for support and/or for sheltered accommodation.</p> <p>Impact: People with learning disabilities or mental health problems, for example, would be unable to access support, or sheltered accommodation.</p> <p>Set the eligibility bar too high and people will not get the support they need. Set it too low & we won't get the income we need to run the service. Define eligibility as 'care' & the</p>	<p>Ensure eligibility criteria are clear and our levels of support take account of these conditions.</p> <p>Link with Housing Needs to develop the criteria and levels of service that we have already produced in draft form with the Devon Sheltered Housing Forum and DCC.</p> <p>(Annex 1)</p> <p>Look at Devon Home Choice health & wellbeing criteria, Carr Gomm & DCC website for examples and to tie in with processes we are already familiar with.</p>

<p>DCC pot will move away from support altogether.</p>	
<p>Risk: Lack of internal co-ordination of a move to 'spot contracts'.</p> <p>Impact: Fragmented policy that does n't meet the requirements of the authority or its customers, leading to failure of the service.</p>	<p>Need to set the policy together with other teams, creating written processes and procedures that suit us all.</p> <p>We all need to be clear how the implementation and transformation will be managed to ensure it works well across the service.</p>
<p>Risk: Inability to accommodate tenants who do not have a support need, but who want to downsize. We currently would house a 75 year old who had no support need with sheltered accommodation to achieve this.</p> <p>Impact: Moving to 'spot contracts' would limit our ability to encourage people to downsize and our ability to meet housing need. The problem would be exacerbated by welfare reform proposals for working age tenants (14% loss of benefit for 1 bed under occupation, 25% loss for 2).</p>	<p>This issue is complex. Many downsizers do not want general needs housing and often set their mind on that particular bungalow or flat in that street or location. If we do not allow this move because they have no support need, then we may need to facilitate this by either:</p> <ul style="list-style-type: none"> • decommissioning the property if right to do so, or • insisting the downsizer agrees to pay the minimum support charge as a condition of being offered the tenancy, or • insisting the minimum Home Safeguard charge is paid as a condition to occupying the property. <p>Year 3 and Year 5 decommissioning plans will not happen soon enough, so we need to allow decommissioning of individual hard to let properties in exceptional circumstances. (May need to consider increasing funds in the 'downsizing pot' and actively pursue tenancies we know are under-occupying prior to April 2013).</p> <p><u>Mixed communities</u></p> <p>Develop firm criteria for 'management move' circumstances, plus stronger resource to support Estate Management activities e.g. budget for sound insulation, mediation services, etc so that another 'move' is a n option of last resort.</p>
<p>Risk: Sheltered housing could become general needs housing and so be subject to a secure tenant's Right to Buy.</p> <p>Impact: We could lose our sheltered housing and have a seriously reduced housing stock with</p>	<p>Develop firm criteria for sheltered housing so that it is still preserved for people with a support need, and is within the current legislation that allows it to be excluded from the secure tenants' Right to Buy their council home.</p>

<p>which to meet housing need.</p>	
<p>Risk: Properties specially adapted for higher level support needs could be used for people who don't require them.</p> <p>Impact: People needing these properties would find there are none available for them.</p>	<p>We need to identify these properties and only let them to those that have this requirement.</p> <p>We should make sure that tenants are clear from the outset when allocated sheltered properties that if a situation arises whereby the occupant no longer requires this customised property, then they will be moved to an appropriate alternative.</p> <p>This should be recorded.</p>
<p>Risk: Self-funders (who have been too young up until this point to receive DCC grant) could be a drain on the grant pot once they reach the age of 55.</p> <p>Impact: Reduction of DCC grant pot, therefore fewer residents supported.</p>	<p>It would be better not to offer grant once the person becomes 55 unless they experience a special change in circumstances. We should set criteria to cover these.</p> <p>We should let these tenants continue to fund themselves as long as they are able to do so.</p>
<p>Risk: DCC grant should pay for support and not management time. This could represent a risk to the amount of income we receive from County in future, as our staff perform a mix of support and some minor amount of housing management tasks.</p> <p>Impact: Loss of income from DCC as they/we evaluate at the outset the amount of time they calculate MSOs spend on management tasks.</p>	<p>Carry out our own evaluation of Mobile Support Officer (MSO) duties ensuring we can justify all their duties as falling within the 'support' role.</p> <p>Ensure management tasks MSOs carry out are redirected to the appropriate teams.</p>

3 DCC comments and Conclusions

- 3.1 DCC colleagues have seen the earlier HRB report and have commented as follows - "The second point under Recommendations, state 'That the spot contracts route be agreed in principle, but that no decision be made until more is known about the eligibility criteria and the freedoms and flexibilities allowed.'

I have forwarded the draft eligibility criteria and I will confirm once this has been finalised and agreed (I don't think there will be any changes)

With regards to 'freedoms' and 'flexibilities': - When a provider agrees to move to the new contract and service delivery model, we will negotiate a price. Once the price has been agreed we will ask the provider how many support hours this will purchase. We will move away from units of accommodation to purchasing support hours. Where and how you deliver those hours will be determined by yourselves. In the majority of cases the current support costs also include an alarm charge and the provider has not disaggregated the cost, so this is why we are not saying we want to buy XX amount of support hours at XX price. The provider will determine how they deal with Community Alarm charges.

To ensure that providers are able to maintain flexibility and maximise value for money with their services, the contract will allow each provider to use their discretion as to how they will deliver the service and drive the pace of change to ensure the contract outputs/outcomes are delivered. Contracting principles also allow and encourage innovation in the way the services are delivered.

If a provider decided they wanted to leave a particular service alone and temporarily not make any changes, they could do this if there was a very good business case for doing so.

The contracted service will only cover people who are eligible for a free service. Self payers would sit outside of the contract and this would come under a completely separate arrangement between them and EDDC. This would have nothing to do with DCC.

We are not being prescriptive as to what financial tool you would use to determine if someone should pay for a service or receive a free service. We would expect the provider to do this, possibly as part of the work by the Sheltered Housing Forum - this would then be equitable across districts/services but again, this would be for the providers to determine.

During the period of transition, it is acknowledge that some older people in sheltered housing will want to continue receiving a service, even if they have no eligible needs. These individuals will have a level of protection. However, it is expected the provider will be pro-active in consulting and communicating and negotiating with these existing individuals to try to minimise such numbers. EDDC will be able to determine how they do this. The expectation is that as time progresses, the provider will balance the number of existing and new service users”.

- 3.2 The Board, at its meeting on 3 May 2012 recommended that the 'spot contracts' route be agreed in principle (subject to provisos) and that officers develop a separate support contract for customers (again according to conditions).
- 3.3 We have seen that there are certain risks inherent in the 'spot contract' route, and provided mitigating actions where possible. Clearly these risks need to be carefully managed to minimise their potential for negative impact.
- 3.4 We have seen that there are opportunities to reduce negative impacts on customers and service delivery, for example with co-ordinated planning across teams, but some risks owe more to uncertainty as to the road ahead, and exactly what is intended within the 'spot contract' concept, than they do to the contracts themselves.

- 3.5 We are in an advantageous position within East Devon, in that other sheltered housing and support providers across the county are further ahead than we are along the 'spot contract' route, and we are able to learn from their experience.
- 3.6 It is recommended that the risks and impacts contained within the report be taken into consideration by the Board, in line with the minutes from its previous meeting.

Legal Implications

There are no legal implications requiring comment at this stage.

Financial Implications

There could be significant financial implications, some of which are indicated in the report whilst others cannot be quantified at this stage.

Consultation on Reports to the Cabinet

No separate consultation has been carried out on this report.

Background Papers

- Report to HRB 'The future of support services in East Devon' received on 3 May 2012.
- Presentation to the HRB on 3 May 2012.

Sue Bewes X2200
Housing Landlord Services Manager

Housing Review Board
21 June 2012

DEVON TARGETED SUPPORTED FOR OLDER PEOPLE

COMMUNITY ALARM/SUPPORT SERVICE- ELIGIBILITY CRITERIA

Service(s) requested:

- Community Alarm/assisted technology
- Community Alarm with Support
- Crisis

Eligibility Criteria for Support

Service users must meet the mandatory criteria **and** one or more of the additional criteria outlined below:

Mandatory criteria:

- 55 yrs or over
- Eligible for a free service (under financial assessment **to be agreed by Sheltered Housing Forum?? Cannot make this mandatory until it is clear what determines eligibility for a free service**)

Additional Criteria:

- Lives alone (**must also meet an additional criteria**)
- Socially isolated
- Is dependent upon someone for regular help
- Has no one to call upon for emergency help
- Is unable to get out of the house independently
- At high risk of carer network breaking down
- Not managing tenancy/housing related issues e.g. literacy problems
- Receiving help for daily living skills, e.g. shopping, cooking
- 2 or more recorded falls in past year
- Has had 2 or more unplanned Hospital admissions in past year
- Identified through Hospital discharge process as at risk of further admissions
- Has an enduring physical or sensory problem
- Has an enduring mental health problem
- Has 4 or more active medical problems
- Concerned about safety/security
- Other (specify) – this criteria must be agreed by the Service Purchaser.



People Services

Agreement

Provider	
-----------------	--

Service	
----------------	--

Agreement No	
---------------------	--

Contents of the Agreement

Section A - Authorised Signatories to the Agreement & Definitions of Terms

A1 Comm	encement Date
A2 Termin	ation Date
A3 Service	Purchaser
A4 Service	Provider
A5 Servic	e
A6	Service Purchaser's Contact
A7	Service Provider's Contact
A8	Signatories to the Agreement
A9	Definitions of Terms

Section B - Standard Conditions

B1 Compl	ete Agreement
B2 Variations	
B3	Sub-Contracting & Assignment
B4 Agency	
B5 Default	
B6 Dispute	s
B7 In	surance
B8	Liabilities & Indemnities
B9	Confidentiality & Data Protection
B10	Freedom of Information Act 2000
B11 Legi	slative Requirements
B12	Equality Act 2010
B13	Human Rights Act 1998
B14	Contracts (Rights of Third Parties) Act 1999
B15	Health & Safety
B16 C	hild Safeguarding
B17 Adult	Safeguarding
B18	Statutory Duties & Local Authority Requirements
B19	Criminal Record Bureau and Other Checks
B20 Acce	ss
B21 No	Waiver
B22	Declaration of Interests
B23 Formal	Communications
B24	Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

Contents of the Agreement Continued

Section C - Particular Conditions

C1	Agreement	Period
C2	Price	
C3	Payment	Arrangements
C4	Termination	
C5	Business	Standards
	Buildings	
	Transport	
O	Other	Insurance
Do		Documentation

Section D - Service Specification

D1	Context
D2	Objectives and Key Principles
D3	Outcomes to be Delivered by the Service
D4	Feedback from Individuals who Use the Services
D5	Added Value
D6	Eradicating Waste in Service Delivery
D7	Making Use of Community Resources
D8	Service Delivery Standards
D9	Description of Service for Targeted Support
D10	Quality
D11	Personalisation
D12	Reablement and Recovery
D13	People Receiving Services Through this Agreement
D14	Referral
D15	Individual Contract
D16	Units of Service
D17	Availability
D18	Assessments
D19	Transitional Period
D20	Ineligible Support Services
D21	Management Information
D22	Financial Information
D23	Monitoring Principles
D24	Quality Management
D25	Geographical Area

Appendices

Appendix One	Price
Appendix Two	Service Details
Appendix Three	Eligibility Criteria

Section A
Authorised Signatories to the Agreement & Definitions of Terms

A1 This Agreement will commence on the:

A2 and will terminate on the:

A3 This Agreement is made between:

(the Service Purchaser)

A4 and:

(the Service Provider)

A5 for the provision of:

(the Service).

A6 For the purpose of this Agreement the Service Purchaser's Contact will be:

If invoices are required in respect of this Agreement, they should be sent to:

A7 and the Service Provider's Contact will be:

Section A Continued
Authorised Signatories to the Agreement & Definitions of Terms

A8 Authorised Signatories to the Agreement:

Provider:

Service:

Agreement No:

This Agreement is signed by the Duly Authorised Signatories:

On behalf of the Service Purchaser:

Name:

Position:

Signature:

Date:

On behalf of the Service Provider:

Name:

Position:

Signature:

Date:

Section A Continued

Authorised Signatories to the Agreement & Definitions of Terms

A9 Definition of Terms:

'Agreement' – this Agreement which consists of Sections A, B, C and D and any Appendices listed in the contents.

'Caldicott Principles' - a set of standards identified by the 1997 Caldicott Committee, which govern the use of personally identifiable information in the health service and councils with social services responsibilities.

'Care Plan' - the Provider's assessment of the Service User's needs, the targets for the intervention and details of services to be provided. See Section D.4.3

'Contacts' – the people responsible for dealing with contractual issues under the Agreement on behalf of the Service Purchaser and the Service Provider as set out in Conditions A6 and A7.

'County Child Safeguarding Manager' – the person nominated by the Service Purchaser, who is responsible for approving the Service Provider's child safeguarding policies in line with those developed by the Local Safeguarding Children Board.

'Criteria for Acceptability' - criteria developed by the Service Purchaser defining whether or not it is appropriate to employ or continue to employ a worker following a positive disclosure of offences committed.

'Default' – any failure on the part of either the Service Purchaser or the Service Provider to carry out their obligations under the Agreement.

'Default Notice' – a notice which either Party issues to the other which sets out the nature of the Default and the time scale in which it must be put right. Any such time scale must be reasonable in all the circumstances.

'Devon's Local Safeguarding Children Board' (LSCB).– consists of representatives of the main agencies and professionals responsible for helping to protect children from abuse and neglect, the main groups being Social Services, Health, Education, Police, Probation, NSPCC. It is responsible for agreeing how the separate groups should co-operate to safeguard children in the Committee's area.

'Direct Payment' – a payment made by the Service Purchaser to the Service User for the purposes of the Service User purchasing the Service direct from a Service Provider

'Duly Authorised Signatories' – the persons who are entitled to sign this Agreement on behalf of the Service Purchaser and the Service Provider.

'Eligible Service User' - Service users must meet the mandatory criteria and **one** or more of the additional criteria outlined in the Agreement.

'Parties' – those individuals or organisations listed in Conditions A3 and A4.

'Persistent Default' – where either Party has committed more than two Defaults during any period of six consecutive months, whether these are the same Defaults or different Defaults.

'Price' – the Price set out for the Service in Appendix One to the Agreement.

'Regulatory Bodies' – organisations that have a statutory responsibility for regulating the services provided by a Service Provider.

'Serious Default' – a Default which materially prejudices the health, safety or welfare of a Service User or Service Users.

'Service' – the services provided in accordance with the conditions of this Agreement and the Service Specification and the Appendices.

'Service Provider' – the individual or organisation responsible for providing the Service, as set out in Condition A4.

'Service Purchaser' – Devon County Council or any successor and any other organisation with responsibility for purchasing the Service, as set out in Condition A3.

Section A Continued

Authorised Signatories to the Agreement & Definitions of Terms

'Service Specification' – the details of the Service to be provided, which form Section D of this Agreement.

'Service User' – an individual who uses the Service under this Agreement.

'Staff' – all staff and volunteers engaged to provide or supervise the provision of the Service.

'TUPE' – the Transfer of Undertakings (Protection of Employment) Regulations 2006 (including all the amendments made to these Regulations since 2006 which are still in force) and the Acquired Rights Directive.

'Variation Letter' – a letter which sets out a variation to the Agreement agreed and signed by both Parties.

'VAT' – Value Added Tax.

'Working Days' – between 9.00am and 5.00pm Monday to Friday inclusive, but does not include any days that are Bank Holidays or public holidays.

Section B Standard Conditions

B1 Complete Agreement

B1.1 This Agreement shall be the only valid agreement made between the Service Provider and the Service Purchaser for the Service specified and it supersedes all other written agreements except those where both Parties agree otherwise.

B2 Variations

B2.1 Variations to this Agreement shall only be made in writing in the form of a Variation Letter agreed and signed by both Parties.

B3 Sub-Contracting & Assignment

B3.1 The Service Provider shall not pass on responsibility for any part of the Agreement to any individual or organisation without the prior written consent of the Service Purchaser, except for the hiring of agency staff in cases of emergency or to cover absence. All agency staff shall be subject to the same vetting arrangements as staff employed directly by the Service Provider.

B3.2 Where the Service Purchaser has consented to the Service Provider sub-contracting any part of the Service, the Service Provider shall remain responsible for the acts, defaults and neglect of any sub-contractor.

B3.3 Where in agreement with the Service Purchaser the Service is sub-contracted to individuals who are self-employed, the Service Provider is responsible for ensuring that such individuals are properly trained, supervised and insured in accordance with Condition B7.

B3.4 In the event that the business of the Service Provider is sold or otherwise passed to a new owner, the Service Provider shall inform the Service Purchaser of this fact within one working day. The Service Purchaser shall not normally withhold assignment of the Agreement, providing that the new owner complies or intends to comply with the terms of the Agreement.

B3.5 Upon written consent being given to assignment taking place, the Service Provider named in this Agreement shall be released from all obligations contained under this Agreement.

B4 Agency

B4.1 The Service Provider or anyone employed by the Service Provider shall not hold themselves out as being the agent or servant of the Service Purchaser, or enter into any contract or bind the Service Purchaser to any undertaking unless agreed in writing by the Service Purchaser.

B5 Default

B5.1 If either Party considers that the other is in Default of their obligations under this Agreement, they shall issue a Default Notice setting out the nature of the Default and specifying a reasonable time scale within which the Default shall be put right.

B5.2 If the Default has not been put right within the specified time scale then the Party which issued the Default Notice will be entitled to terminate this Agreement by giving the other Party not less than three months written notice.

B5.3 If the Default is a Serious Default (and if it is, then the Default Notice must say so), then the Service Purchaser shall be entitled to terminate this Agreement with immediate effect and/or take whatever other action may reasonably be deemed necessary to protect the health, safety or welfare of any or all of the Service Users.

B5.4 Where appropriate the Service Purchaser may also inform any relevant Regulatory Bodies or other Local Authorities, or temporarily or permanently remove the Service Provider from any list of approved providers.

Section B Continued

Standard Conditions

B6 Disputes

- B6.1 The Service Provider and Service Purchaser shall use their best endeavours to resolve by agreement any dispute between them.
- B6.2 In order to resolve a dispute, either may use the following procedure:-
- B6.2.1 Request a meeting between the Service Purchaser's and Service Provider's Contacts within 10 Working Days, or such other period that might be agreed.
- B6.2.2 If the dispute remains unresolved, then a further meeting involving senior representatives may be requested within a further 10 Working Days, or such other period that might be agreed.
- B6.2.3 If the dispute is still not resolved, then the matter may, if both Parties agree, be referred to independent mediation as soon as reasonably practicable. The mediator shall be an individual or organisation agreeable to both Parties. The costs of mediation shall be borne in equal parts between the Parties.
- B6.2.4 If the matter cannot be satisfactorily resolved through mediation, then the matter may, if both Parties agree, be referred to an independent arbiter agreed by both Parties. Responsibility for the costs of arbitration shall be decided by the arbiter.
- B6.3 Use of the dispute procedure set out in this Agreement will not delay, or take precedence over, any use of the Default or Termination procedures.

B7 Insurance

- B7.1 The Service Provider shall maintain the following minimum insurance cover and provide to the Service Purchaser, upon request, written evidence that cover is in place. The Service Provider shall also ensure that any sub-contractors who are providing any or all of the Service on their behalf take out and maintain equivalent insurance:
- B7.1.1 Employers' Liability Insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (at the date of this Agreement this is £10million);
- B7.1.2 Public Liability Insurance in a minimum amount of £5million for each and every claim, act or occurrence or series of claims, acts or occurrences;
- B7.1.3 Where relevant to the Service provided, Professional Indemnity Insurance in an amount for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover the Service Provider's liabilities under this Agreement.

B8 Liabilities & Indemnities

- B8.1 The Service Provider shall indemnify the Service Purchaser against all direct (but not indirect or consequential) losses, damages, costs, expenses, liabilities, claims or proceeding, whether these arise under statute or common law, (together referred to as "the Service Purchaser's losses") which the Service Purchaser suffers as a result of any negligence, Default or breach of statutory duty on the Service Provider's part in carrying out their obligations under this Agreement or on the part of any person the Service Provider employs or engages to carry out their obligations under this Agreement.
- B8.2 The Service Purchaser shall indemnify the Service Provider against all direct (but not indirect or consequential) losses, damages, costs, expenses, liabilities, claims or proceeding, whether these arise under statute or common law, (together referred to as "the Service Provider's losses") which the Service Provider suffers as a result of any negligence, Default or breach of statutory duty on the Service Purchaser's part in carrying out their obligations under this Agreement or on the part of any person the Service Purchaser employs or engages to carry out their obligations under this Agreement.

Section B Continued

Standard Conditions

B9 Confidentiality & Data Protection

- B9.1 The Service Provider shall comply in all respects with the requirements of the Data Protection Act 1998, Caldicott Principles and the Disability Discrimination Act 2005 in so far as they apply to the Service and shall provide sufficient guarantees in respect of the security measures taken with regard to all information concerning Service Users to ensure compliance with the obligations imposed by the seventh Principle of the Data Protection Act 1998.
- B9.2 The Service Provider shall take all reasonable steps to ensure that all information concerning Service Users is treated as confidential and must not divulge or allow to be divulged such information except to the extent permitted under this Agreement or authorised by the Authorised Officer. Any breach in confidentiality may be reason for ending this Agreement.
- B9.3 The security, safety and well-being of Children and Young People takes precedence over issues of confidentiality and accordingly where the Service Provider has received information that a Child/Young Person may be at risk, the Service Provider shall report this immediately to the Service Purchaser and co-operate fully with any subsequent procedures.
- B9.4 Each Party shall ensure that all significant information it receives concerning the Service User, for example where circumstances change, is made available to the other Party.
- B9.5 The Service Provider shall indemnify and keep the Service Purchaser indemnified against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Service Purchaser for breach of statutory duty under the Data Protection Act 1998 which arises from the use disclosure or transfer of any personal data or sensitive personal data by the Service Provider or any of the Service Provider's personnel, agents or Sub-Contractors.
- B9.6 The Service Provider and the Service Provider's staff shall regard as confidential and shall not disclose to any person other than a person authorised by the Service Purchaser any information acquired by the Service Provider or the Service Provider's staff in or in connection with the provision of the Service concerning the Service Purchaser or any body or person with whom the Service Purchaser has dealings.
- B9.7 The Service Provider shall ensure that staff will be properly trained and fully aware of their personal responsibility for the security and confidentiality of Service User information at induction and as part of their ongoing training, including after their employment has ceased.
- B9.8 The Service Provider shall ensure they have mechanisms in place to address issues of physical security of premises, security management of systems and security of paper based systems to ensure all Service User information is stored and transferred safely (as specified in Appendix Three).
- B9.9 Service User information shall not be retained for longer than necessary and will be subject to the general retention policies of Devon County Council including the confidential disposal of information.
- B9.10 The Service Provider shall report any incidents (including security and confidentiality of service user information) to the Service Purchaser and ensure steps are taken to investigate and correct any breaches of security. Any breaches will be dealt with according to the Devon County Council Information Security Incident Reporting Policy.
- B9.11 The Service Provider (which term means for the purposes of this Condition all persons employed by the Service Provider to perform the Service together with the Service Provider's servants, agents and sub-contractors used in the performance of the Service) is expressly prohibited from taking any photographic images, moving images or making or creating any other images of whatever nature of any children or young people using the Service or any children or young people who otherwise come into contact with the Service, without first obtaining the specific written permission of the parents, guardians or carers of those children or young people and once permission is obtained notifying the Service Purchaser of the intention to take some or all of the aforementioned images.

Section B Continued

Standard Conditions

- B9.12 In the event that the Service Provider obtains permission as required under Condition B9.11 above he must ensure that any images taken, whether photographic, moving or otherwise are kept in a secure place and are not distributed to or placed in any newspaper, website or any other media whatsoever or distributed or circulated to any third party unless in accordance with the permission referred to in Condition B9.11 or any express permission granted subsequently by those referred to in Condition B9.11 above.
- B9.13 Any breach of Conditions B9.11 or B9.12 will be regarded as a Serious Default entitling the Service Purchaser to terminate this Agreement with immediate effect.

B10 Freedom of Information Act 2000

- B10.1 Information provided by the Service Provider relating to this Agreement is not exempt information under the Freedom of Information Act 2000 (“the Act”) and nothing in this Agreement shall inhibit the Service Purchaser in complying with its obligations under the Act.
- B10.2 Information provided to the Service Provider by the Service Purchaser in relation to this Agreement and which is exempt from disclosure under the Act shall not be disclosed by the Service Provider to any person or organisation.
- B10.3 The Service Provider shall comply promptly and fully with all reasonable requests made by the Service Purchaser to enable the Service Purchaser to comply with the Act.

B11 Legislative Requirements

- B11.1 The Service Provider shall comply with all relevant current and future legislation required in the provision of this Service. The Service Provider shall be given reasonable time, unless directed by the legislation, to comply with any new legislation.

B12 Equality Act 2010

- B12.1 The Service Provider shall operate an equal opportunities policy for as long as this Agreement is in force and provide the Service Purchaser with a copy of the policy and updates as requested.
- B12.2 The Service Provider shall ensure that the equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation. This will relate to decisions made by the Service Provider in the recruitment, training or promotion of staff employed or to be employed in the provision of the Service and the carrying out of obligations under this Agreement.
- B12.3 In providing the Service, the Service Provider shall observe the Equality Act 2010 Code of Practice on Services, Public Functions and Associations, the Equality Act 2010 Code of Practice on Employment, and the Equality Act 2010 Code of Practice on Equal Pay (together the “Codes”), any updates to the Codes, or any codes which may replace them. The Service Provider shall provide the Service Purchaser with such information as may be reasonably required in order to assess the Service Providers compliance with the Codes.
- B12.4 If any Court or Tribunal, or the Commission for Equality and Human Rights, or any body which may replace the Commission, finds that the Service Provider has unlawfully discriminated against any person, in the provision of the Service, then the Service Provider shall take all necessary action to prevent the recurrence of unlawful discrimination and shall notify the Service Purchaser in writing of the finding and the action taken.
- B12.5 The Service Provider shall, in providing the Service, give appropriate consideration to each Service User’s race, nationality, cultural or ethnic background, marital status, age, gender, religion, sexual orientation and disabilities.

Section B Continued Standard Conditions

B13 Human Rights Act 1998

B13.1 The Service Provider acknowledges that:

B13.1.1 in performing its obligations under this Agreement it may be a public authority for the purposes of the Human Rights Act 1998; and

B13.1.2 that it is unlawful to exercise functions which are of a public nature in a way that is incompatible with the rights set out in the European Convention of Human Rights and the Human Rights Act 1998.

B13.2 In providing the Service, the Service Provider will be subject to the same duty in respect of human rights (being those stipulated in the Human Rights Act 1998) as if it were the Service Purchaser.

B13.3 In the event that the Service Purchaser becomes aware of any act, or failure to act, on the part of the Service Provider that directly contravenes or falls short of the statutory requirements of the Human Rights Act 1998, then the Service Purchaser shall notify the Service Provider to either undertake, or refrain from undertaking, such specific acts. The Service Provider shall rectify such contravention by undertaking, or refraining from undertaking such acts as soon as practicable possible, but in any case, within 10 working days of receipt of such notification from the Service Purchaser.

B14 Contracts (Rights of Third Parties) Act 1999

B14.1 Neither the Service Purchaser nor the Service Provider intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

B15 Health & Safety

B15.1 The Service Provider shall comply with the requirements of the Health and Safety at Work etc Act 1974 insofar as they apply to the provision of the Service.

B15.2 For as long as this Agreement is in force the Service Provider shall have in place a health and safety policy which complies with all statutory requirements.

B16 Child Safeguarding

B16.1 Where the Service is provided to children and young people and/or their families or carers, or where the Service Provider's staff or volunteers may otherwise come into contact with children, parents or families during the performance of the Service, the Service Provider will have a Safeguarding Policy which has been approved by the Service Purchaser. The Safeguarding Policy will be in line with the Department for Children, Schools and Families (DCSF) guidance Working Together to Safeguard Children (March 2010) and the South West Child Protection Procedures (<http://swcpp.org.uk/>) and will include, without limitation,

- Commitment from the Service Provider's senior management to the importance of safeguarding and promoting the welfare of children and young people within the Service;
- Clear lines of governance and accountability for safeguarding within the service provider's organisation;
- Whistle-blowing procedures and promotion of a culture where staff and volunteers can raise concerns;

Clear guidance for dealing with allegations of abuse against members of staff and volunteers.

B16.2 The Service Provider will notify the Service Purchaser of any recorded significant or serious incident including but not limited to any allegation against a member of staff or volunteer, within one working day of the incident occurring.

Section B Continued

Standard Conditions

- B16.3 The Service Provider will co-operate fully with the Service Purchaser, other relevant agencies and the Devon Safeguarding Children's Board in any investigation around safeguarding issues in respect of any child or young person with whom the Service Provider has worked or otherwise had contact. The Service Provider will fully co-operate with any Serious Case Review or the Peninsula Child Death Review Panel if requested to do so.
- B16.4 The Service Provider will have in place safe and robust policies and procedures for the recruitment of staff and engagement of volunteers working with or coming into contact with children and young people as per the Working Together to Safeguard Children guidance as referred to in clause B19.1, CRB Checks and the Vetting and Barring Scheme through the Independent Safeguarding Authority.
- B16.5 The Service Provider will ensure that all staff or volunteers providing the Service are released and funded to attend Children's Workforce Development Council (CWDC) induction and quality training or any other Devon Children's Trust or Devon Safeguarding Children's Board approved training and appropriate refresher training on Child Safeguarding appropriate to their roles and responsibilities in relation to the Service they are providing. The level of training required is highlighted in the Working Together to Safeguard Children guidance as referred to in clause B19.1
- B16.6 The Service Provider will ensure that there are designated lead members of staff in post within the organisation who have accountability for child safeguarding. Further the Service Provider shall ensure that the aforementioned staff have sufficient protected time, training and expertise to undertake duties and offer guidance in relation to the safeguarding of children and young people to all staff and volunteers within the organisation.
- B16.7 The Service Provider will ensure that all staff and volunteers providing the Service:
- are familiar with the Service Provider's Safeguarding Policies and any other relevant policies and procedures;
- are aware of and understand their responsibilities and the Service Provider's procedures for reporting safeguarding issues.
- B16.8 The Service Provider will ensure that effective supervision and / or support arrangements are in place for all staff and volunteers and that safeguarding is routinely discussed in supervision sessions for staff and volunteers in line with Devon's Children's Trust integrated supervision guidance.
- B16.9 The Service Provider will ensure that the procedures for sharing information both within the organisation and with other organisations are clearly understood by staff and volunteers and are monitored on a regular basis through the use of HM Government Information Sharing: Guidance for Practitioners and Managers 2008 (<http://publications.everychildmatters.gov.uk/>).
- B16.10 The Service Provider will listen to and engage in dialogue with children and young people in age appropriate ways that take into account the views and comments of children and young people in order to develop the Service as well as to ensure that safeguarding issues are always discussed and acted on.
- B16.11 The Service Provider will have a quality assurance system and arrangements in place to monitor its responsibilities for safeguarding children and young people in accordance with the Working Together to Safeguard Children guidance as referred to in clause B19.1, which system shall include a regular review of all the Service Provider's Child Safeguarding arrangements.
- B16.12 Where the Service Purchaser has consented to the Service Provider sub-contracting the Service, the Service Provider shall ensure that the sub-contractor has in place, at all times, all measures necessary in order to comply with this clause B19.

Section B Continued Standard Conditions

B17 Adult Safeguarding

- B17.1 The Service Provider shall act in accordance with Devon County Council's multi-agency procedures and guidance for the protection of Adults at Risk (ref. 342) and the Public Disclosure Act 1998 to ensure appropriate action is taken in response to the suspicion or evidence of a abuse or neglect (including whistle blowing) to ensure the safety and protection of Service Users.
- B17.2 The Service Provider shall act in accordance with the Mental Capacity Act 2005 including the Deprivation of Liberty Safeguards.
- B17.3 The Service Provider will train their staff and volunteers to an appropriate level in relation to Safeguarding Vulnerable Adults.

B18 Statutory Duties & Local Authority Requirements

- B18.1 In order that the Service Purchaser may comply with its statutory duty, in particular with regard to Best Value under Part 1 of the Local Government Act 1999, the Service Provider shall make available such facilities and assistance as may be reasonably requested, provided that the Service Purchaser has given reasonable notice and this does not present an unreasonable cost to the Service Provider and is subject to Condition B9 of this Agreement.
- B18.2 The Service Provider shall allow the Service Purchaser's employees or authorised agents access to employees and all information, reports, financial accounts, documents, records and data which are relevant to this Agreement or the Service provided. The Service Provider shall permit the Service Purchaser to take copies of this information and shall ensure that any information or reports made available under this Condition are treated as Confidential Information and therefore subject to the provisions of Condition B9 of this Agreement.

B19 Criminal Record Bureau and Other Checks

- B19.3.1 The Service Provider shall ensure that appropriate checks are undertaken on all Staff and volunteers engaged to provide or supervise the provision of the Services at those Premises where they will come into contact with children or vulnerable adults as more particularly set out in sub-clauses B16.3.2 to B16.3.12 inclusive below.
- B19.3.2 The Service Provider acknowledges and accepts that the Services being delivered under this Contract will bring him and his Staff into contact with children and vulnerable adults and accordingly requires that any Staff it employs in delivering the Services at those Premises where they will come into contact with children or vulnerable adults are satisfactorily cleared through the Criminal Records Bureau ("CRB")
- B19.3.3 The Service Provider shall ensure that, save as provided in sub-clause B16.3.5, before any Staff perform the Services:
- B19.3.3.1 each of the Service Provider's Staff is questioned as to whether they have any convictions, cautions, reprimand, bind-over or warnings or are subject to any pending criminal proceedings for which they have been formally charged which may be relevant to their employment with the Service Provider; and
 - B19.3.3.2 the results are obtained of an enhanced level CRB check made with the Criminal Records Bureau in accordance with Part V of the Police Act 1997; and
 - B19.3.3.3 the Service Purchaser is informed that the aforementioned check has been undertaken and the Service Provider shall obtain the consent of the Staff to the examination by the Service Purchaser of the records obtained through the aforementioned CRB checks.
- B19.3.4 Until the CRB clearance of the Service Provider's Staff is confirmed then the Service Provider's Staff must either only attend a site or premises covered by this Contract when it is unoccupied, or if occupied be partnered at all times by a member of the Service Provider's Staff who has CRB clearance.

Section B Continued

Standard Conditions

- B19.3.5 The Service Provider agrees and undertakes that it shall repeat the process set out in Clause B17.3 no less frequently than once every three years in respect of its entire Staff engaged in the performance of the Services.
- B19.3.6 The Service Provider shall ensure an appropriate “Safeguarding Policy” is in place at all times throughout the Contract, such policy to be in line with the CRB Code of Practice.
- B19.3.7 The Service Purchaser shall be entitled to check against its records the names of any Staff engaged by the Service Provider to provide or supervise the provision of the Service and shall be entitled to exercise the same rights as set out in Clause B16.3.4. In checking such records the Service Purchaser shall be entitled to request from the Service Provider such information as it shall reasonably require enabling it to undertake the aforementioned check.
- B19.3.8 The Service Purchaser shall be entitled to check against its records the names of any Staff engaged by the Service Provider to provide or supervise the provision of the Service and shall be entitled to exercise the same rights as set out in Clause B16.3.4. In checking such records the Service Purchaser shall be entitled to request from the Service Provider such information as it shall reasonably require enabling it to undertake the aforementioned check.
- B189.3.9 The Service Purchaser shall in no circumstances be liable either to the Service Provider and or any member of its Staff in respect of any liability, loss or damage occasioned by any action whatsoever taken in accordance with sub-clauses B16.3.4., B16.3.8 or B16.3.11 and the Service Provider shall fully and promptly indemnify and keep the Service Purchaser indemnified against any claim made by such member of Staff.
- B19.3.10 The Service Provider shall pay any charges which may be levied against the Service Purchaser by the Criminal Records Bureau and any costs of the Service Purchaser where the Service Purchaser is processing any CRB applications on behalf of the Service Provider.
- B19.3.11 The Service Provider shall ensure that it has internal systems and processes in place such that the Service Purchaser is notified immediately of any member of Staff who, subsequent to the carrying out of the checks described in Clause B16.3.3 is subject to any convictions, cautions, pending criminal proceedings or any other information which may be relevant to their employment with the Service Provider. In such circumstance the Service Purchaser may request the Service Provider to remove the member of Staff from the provision of the Services and upon such request the Service Provider shall immediately remove the member of Staff and shall not reinstate them without the prior written consent of the Service Purchaser.
- B19.3.12 The Service Provider shall comply with any additional requirements of the Service Purchaser which, without limitation, arise from the introduction of further legislation, codes of practice, safeguarding policies relating to the protection of children and/or vulnerable adults.

B20 Access

- B20.1 The Service Provider shall not restrict any form of reasonable access by the Service Purchaser's representatives to any member of staff or any Service User who is in receipt of a Service under this Agreement or to any records or documents pertaining to the Service User, or to any buildings belonging to or controlled by the Service Provider.

B21 No Waiver

- B21.1 If either party fails to insist upon the other party upholding any part of this Agreement, it does not mean the condition in question no longer applies.

B22 Declaration of Interests

- B22.1 The Service Provider shall inform the Service Purchaser in writing of any elected Council Member or employee of the Service Purchaser who are involved in any way with the Service Provider at any time in the duration of this Agreement.

Section B Continued Standard Conditions

B23 Formal Communications

B23.1 All formal communications concerning this Agreement shall be made in writing to the relevant Contact persons as set out in Conditions A6 and A7 of this Agreement.

B24 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

B24.1 During the final year of this contract, or such other time as requested by the Service Purchaser, the Service Provider shall supply on demand, within reasonable time, such information concerning the terms and conditions of service, of employees who are engaged in the delivery of the Service specified by the Service Purchaser so that it can come to a view as to whether the TUPE Regulations 2006 are likely to apply to the award of a new contract and make such provision in the tender documentation. Failure to provide such information may result in the Service Provider being excluded from being able to tender for future contracts.

Section C

Particular Conditions

C1 Agreement Period

C1.1 The Agreement Period is shown in Conditions A1 and A2 of the Agreement. The Agreement shall terminate in accordance with Condition A2 of the Agreement, subject to arrangements to terminate earlier as set out in Condition C4 (Termination).

C2 Price

C2.1 The Price shall be as set out in Appendix One to this Agreement.

C2.2 The Price does not include VAT. If VAT is payable then the Service Purchaser shall pay this in addition to the Price, provided that the Service Provider supplies the Service Purchaser with an appropriate VAT invoice and that (unless otherwise agreed with HM Customs and Excise) such an invoice is supplied no later than three years after the tax point for the supply of the Service.

C2.3 Each year with effect from the 1st April the Service Purchaser shall consider what changes, if any, need to be made to the Price for general inflation purposes.

C2.4 Any agreed change to the Price during the period of the contract, other than any changes as referred to in Condition C2.3, shall be recorded in a Variation Letter which must be signed by both Parties. This will include determination of funding for future years of the service which will be confirmed in writing.

C2.5 If the Service Provider is unable, for any reason, to provide the volume of service specified, despite there being a requirement for the specified volume of service to be delivered, the Service Provider shall reimburse the Service Purchaser the relevant proportion of the Price, or, where agreed between the Service Purchaser and Service Provider, the Agreement shall continue until such time as the specified volume of service has been delivered, at no additional cost to the Service Purchaser.

C3 Payment Arrangements

C3.1 The Service Purchaser shall pay the Service Provider the Price quarterly in advance, payment being released during the first week of each payment period.

C3.2 If the Service Purchaser is late in making any payment of the Price then the Service Provider shall be at liberty, should they so wish, to claim in writing interest on any such late payment at a rate which shall be calculated at the Bank of England base rate plus 2% (unless the unpaid sum is in dispute between the Parties). The total amount of interest payable shall be arrived at by calculating a full year's interest that would be payable on the outstanding amount, dividing the sum of the full year's interest by 365 to gauge the daily interest rate, then multiplying the daily interest rate by the number of days the payment has been outstanding to arrive at the total interest payable against the outstanding debt. For the avoidance of doubt, the Bank of England base rate shall be that which prevailed on either the preceding 31st December or 30th June (whichever date is the nearer to the invoice date). If a part payment of the amount due has been made within the accepted payment, then the total interest calculation shall apply only to that proportion of the total payment that remains outstanding and not the entire sum.

Section C Continued

Particular Conditions

- C3.3 If the Service Provider is providing a Service on which VAT is chargeable (including services which attract a zero rate of VAT), the Service Provider must provide the Service Purchaser with an invoice for the Price on or as soon as possible after the commencement date of this Agreement. After that, the Service Provider must send the Service Purchaser an invoice at the start of, and in respect of, each new Financial Year. The Service Provider shall ensure that all invoices clearly show the following information:
- a) the period to which the payment relates
 - b) details of the Service for which payment is claimed
 - c) the Price for the Service net of VAT
 - d) VAT.

C4 Termination

- C4.1 It is hoped that it will not become necessary to end this Agreement as a result of either Party not keeping to its obligations. The Service Provider shall notify the Service Purchaser immediately if temporarily unable to meet the conditions of this Agreement. This will not necessarily affect the continuation of the Agreement and the Service Purchaser may assist the Service Provider in continuing to provide the Service.
- C4.2 This Agreement may be ended at any time by either Party. This must be done in writing, giving not less than three months' notice and stating the reasons for this action.
- C4.3 The Service Purchaser shall be entitled to end the Agreement with immediate effect where the Service Provider has committed an offence under the Prevention of Corruption Acts 1889 - 1916 or Section 117 (2) of the Local Government Act 1972.
- C4.4 This Agreement may be ended with immediate effect where the Service Provider or Service Purchaser is in Serious or Persistent Default of the terms of the Agreement.
- C4.5 Ending this Agreement shall not affect liability for any payments due to either Party before or following the termination date.
- C4.6 The Service Purchaser shall be entitled to terminate the Agreement with immediate effect if the Service Provider:
- C4.6.1 becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986, or
 - C4.6.2 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, or
 - C4.6.3 has a provisional liquidator receiver or manager of its business or undertaking duly appointed, or
 - C4.6.4 Has an administrative receiver as defined in the Insolvency Act 1986 appointed, or
 - C4.6.5 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge, or
 - C4.6.6 is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the court to make a winding-up order.

C5 Business Standards

C5.1 Buildings

- C5.1.1 Buildings used for the provision of the Service must meet all legal requirements. They must have access arrangements and equipment appropriate to the needs of Service Users.

Section C Continued

Particular Conditions

- C5.1.2 The decoration and furnishing of buildings must be suitable for Service Users and be non-stigmatising, for example in the use of signs and notices.
- C5.1.3 The tenancy agreement, maintenance, running costs, safety and upkeep of any premises used by the service will be the responsibility of the service provider.
- C5.2 Transport**
- C5.2.1 Where the Service Provider directly provides transport for Service Users, drivers and vehicles must meet all legal requirements and be adequately insured for the purpose. The Service Provider must be familiar with Devon County Council's current policies and procedures for passenger transport, which can be obtained from the Transport Co-ordination Service (01392 383217). The driver of the vehicle should also hold the appropriate driving licence required by law and, where required, be accompanied by travelling escorts.
- C5.3 Other Insurance**
- C5.3.1 Where the Service User is resident the Provider shall have contents insurance to cover the personal belongings of the Service Users. The Service Provider shall inform the Service User that it is the responsibility of the Service User to arrange personal insurance cover for items of significant value.
- C5.4 Documentation**
- C5.4.1 The Service Provider shall make available to the Service Purchaser, on demand, a copy of the following policies, procedures or other documentation:
- Statement of purpose, business plan and latest copy of any relevant inspection reports;
 - Accounts (audited where required by the Companies Act) and other relevant financial information (where this is reasonable);
 - Evidence of adequate insurance cover (as set out in Condition B7);
 - Health and safety, equal opportunities, risk assessment and quality standards policy;
 - Policy & procedure for staff recruitment, induction, training and development;
 - Complaint procedure and copy of records relating to complaints made in relation to the Service and the Service Provider's response.

Section D

Service Specification

D1. Context

- D1.1 This specification is for the delivery of Targeted Support for older people. The aim of the service will be to maintain or develop independence within the community, sustain a vulnerable older persons home/tenancy, to prevent or reduce the prolonged use of hospital admissions, and to prevent the need to move into residential care.
- D1.2 The historic position has been that older people have had very little choice in terms of support options available to them and traditional sheltered housing has largely been provided as a standard service with very little consideration to levels of need or choice. In the majority of cases, the support has been tied to an older person's social housing tenancy agreement and historically access to services by those outside of social housing has been excluded. Furthermore, the evidence shows that the vast majority of older people live in private / owner occupier accommodation. The increase in the number of older people projected to live in Devon, together with an aging population, requires new approaches to providing support services based on eligible need.
- D1.3 In 2008 Devon County Council commissioned a strategic review of Older Persons Housing and Support services to provide a direction of travel for support services for vulnerable older people and the redesign of traditional sheltered housing services. The principle of sheltered housing has previously been that every resident receives a service based on their address, regardless of need or personal choice. This is not financially sustainable, equitable or fair, as it also precludes non sheltered housing residents from receiving services.

D2. Objectives and Key Principles

- D2.1 Older people may need support in order to be able to maintain their home and independence for a whole range of reasons. An important element is finding out about and responding to those support needs before they become a crisis. The service should transform lives, empower older people to make informed decisions, help them to feel and be safe in their home, enable them to remain in their home for longer if that is their choice, counteract loneliness and isolation by linking individuals into the community and preventing homelessness.
- D2.2 The aim of Targeted support Services is to support Individuals to live in their own home in the community and to enable vulnerable Individuals to live independent and fulfilling lives by ensuring the availability of personalised, individually tailored quality support.
- D2.3 The service shall
- Have a strong preventative focus;
 - involve the development of multi skilled support staff
 - Improve quality of life
 - Work closely with Social Care and Health to provide specialist input;
 - Adopt an holistic, or a whole systems approach to meeting needs;
 - Develop mechanisms that will help the individual to achieve the highest level of independence.

D3. Outcomes to be delivered by the Service

- D3.1.1 Facilitate timely and safe discharge from hospital;
- D3.1.2 Encourage activities that will prevent ill health;
- D3.1.3 Reduce the number of emergencies which result in more intensive services being required;
- D3.1.4 Enable individuals to maintain contact with friends and family;
- D3.1.5 Reduce the number of people entering more institutional forms of care;
- D3.1.6 Reduce risk of falls / fall prevention;

D3.1.7 Take early action by recognising signs that an individual may be coming unwell or entering crisis and being proactive in preventing the need for increased levels of support or need for emergency services. e.g. dementia;

Section D

Service Specification Continued

- D3.1.8 Encourage the individual to make best use of community equipment, such as community alarm, tele-care and tele-health (if available) to support activities of daily living;
- D3.1.9 Enable an individual to develop their community networks and use of informal support by signposting or supporting an individual to access other such services as those in the voluntary/charitable sector and other informal circles of support;
- D3.1.10 Provision of mechanisms that will help the individual to achieve the highest level of independence, thereby reduce dependence on support packages as much as possible.
- D3.1.11 Identify symptoms of dementia and ensure that suitable services are put in place;
- D3.1.12 Take early action by recognising signs that an individual may become unwell or enter crisis and being proactive in preventing the need for increased levels of support or need for emergency services;
- D3.1.13 Broker access to other community networks/services;
- D3.1.14 Adopt a holistic, or a whole systems approach to meeting needs.

D3.2 Improving physical health and wellbeing - Individuals will be enabled to:

- D3.2.1 Maintain good health and wellbeing through the provision of appropriate information and support about healthy lifestyles and access to health and wellbeing screening;
- D3.2.2 Remain alert and active – through exercise and by staying physically active;
- D3.2.3 Access Health Services when health needs are causing concern Access general medical and clinical Services when required;
- D3.2.4 Act upon and adhere to information, advice and treatment given for any health intervention, treatment plan or healthy living and wellbeing guidance;
- D3.2.5 Improve their engagement with treatment interventions including attending health care appointments;
- D3.2.6 Gain more independence in meeting their own health and wellbeing needs (including nutrition and healthy eating and self-care) and managing long-term health conditions;
- D3.2.7 Access and engage with appropriate drugs and alcohol harm reduction and treatment agencies;

D3.3 Improve Emotional Wellbeing and Mental Health - Individuals will be enabled to:

- D3.3.1 Maintain and improve their quality of life;
- D3.3.2 Develop more confidence in their own ability and thereby gain greater choice and control and/or involvement, either at a Service level or within the wider community;
- D3.3.3 Exercise choice and control over their lives, in a way that reflects their Individual preferences and diverse needs;
- D3.3.4 Make informed decisions about the management of their care and treatment, using appropriate information, including risks and benefits;
- D3.3.5 Make informed choices about risks they wish to take in their lives
- D3.3.6 Use and implement the Wellness Recovery Action Plan (WRAP), where applicable – see www.recoverydevon.co.uk;
- D3.3.7 Develop, maintain and self-manage their mental wellbeing, based on recovery principles;
- D3.3.8 Develop the skills and strategies to achieve and maintain wellbeing and develop resilience to stressful life experiences;
- D3.3.9 Access clinical/support Services for emotional wellbeing/mental health, including early diagnosis, where required;
- D3.3.10 Meet their spiritual and faith needs

D3.3.11 Remain alert and active – keep their minds active

Section D

Service Specification Continued

D3.4 Maintaining and developing activities of daily living - Individuals will be:

- D3.4.1 treated with respect and dignity and their privacy will be respected in all situations.
- D3.4.2 Motivated and supported to become more independent and/or 'recover' - being supported to gain self-management skills where applicable;
- D3.4.3 Enabled to follow programmes of rehabilitation, reablement/enablement and recovery;
- D3.4.4 Supported to carry out their caring responsibilities (for another adult);
- D3.4.5 Enabled to manage their home environment, including home security, repairs or home improvements;
- D3.4.6 Enabled to maintain tenancy or any other occupancy agreements for accommodation to prevent them from becoming unnecessarily homeless;
- D3.4.7 Enabled to move to more appropriate housing or to independent housing in the community, where appropriate;
- D3.4.8 Helped to acquire the skills and confidence to manage their own affairs and daily living tasks such as budgeting/paying bills, cooking and correspondence, or to undertake these tasks on behalf of the Individual if required in the Support Plan;
- D3.4.9 Enabled to use equipment in their own home, including IT and other technology that supports friendships and relationships, and maintains their home environment;

D3.5 Motivated and helped to maintain self care and personal hygiene: Providers will ensure that:

- D3.5.1 The person/family are given advice on improvements and adaptations Services which may be available to support their accommodation and living choices and that they are supported to access Services where eligible;
- D3.5.2 The person/carer is aware of environmental and personal hazards in the home and can find help to manage and reduce them;
- D3.5.3 The person is enabled to access all essential facilities within their home;
- D3.5.4 Where their home is presenting a barrier to independence and affordability, a person is helped to determine their housing options and identify innovative solutions which ensures they can live in an accessible, secure and comfortable home;
- D3.5.5 The person/family are advised of the full range of funding options to maintain, adapt or repair their home;
- D3.5.6 Regular contact is made if required to support health and wellbeing;
- D3.5.7 Social networks (including families and carers) are supported to maintain the Individual safely in the community, where appropriate;

D3.6 Improving social wellbeing - Individuals will be enabled to:

- D3.6.1 Achieve economic independence including managing their own finances, reducing debt and maximising income - accessing specialist help where appropriate
- D3.6.2 Participate actively in their local community, including volunteering where appropriate;
- D3.6.3 Participate in and/or access mainstream community activities (including leisure and recreational facilities) and Services;
- D3.6.4 Access day opportunities where appropriate;
- D3.6.5 Improve their own community access and integration;
- D3.6.6 Maintain and develop friendships and relationships, so establishing and sustaining effective social support networks and reducing isolation and social exclusion;
- D3.6.7 Access appropriate housing where possible;
- D3.6.8 Maintain their accommodation and avoid eviction.

D3.7 Managing medication:

- D3.7.1 The provider can only prompt an individual to take medication. Individuals will be enabled to keep, administer and control their own medication, within a risk management framework, where applicable (which would include contra-indications, adverse reactions or other important information concerning the medication). If an individual finds it difficult or are unable to take their own medication, they should be supported to seek help from their GP.

Section D

Service Specification Continued

D3.8 Staying safe and reducing risk: The Provider will monitor and manage risk and will enable Individuals to:

- D3.8.1 Develop personal safeguarding skills (including when using the internet);
- D3.8.2 Develop social skills and techniques for behaviour management;
- D3.8.3 In relation to safeguarding from harm:
 - D3.8.3 a) To reduce self-harm
 - D3.8.3 b) Avoid causing harm to others
 - D3.8.4 c) Avoid harm caused by others and to report as necessary
 - D3.8.5 d) Live independently and safely, including unsupported time on their own Avoid harm caused by others and to report as necessary
 - D3.8.6 e) Live independently and safely, including unsupported time on their own
 - D3.8.7. f) The Provider will protect the individual from avoidable harm and support them to live in a safe environment.
 - D3.8.8 g) Improve compliance with statutory orders and related processes, where applicable

D4. Feedback from Individuals who Use the Services:

- D4.1 Individuals who currently use other support Services have highlighted the following as important to them in terms of Service delivery:
 - D4.1.1 The personal attributes and qualities of the workers e.g. sensitive, caring, kind, active listening and communication skills, good manners etc;
 - D4.1.2 A “matching” procedure to ensure that the worker and the Individual get on and that the support worker is acceptable to them, taking care to ensure support workers are sensitive to their needs arising from interests and activities, ethnicity, religious background, and sexual orientation;
 - D4.1.3 From Devon’s strategic Review of Housing and Support Services in 2008 (Civis Report) the most significant feedback from individuals using the service is as follows:-
There is evidence that residents do not want a ‘one size fits all’ approach. Consultation exercises carried out by providers have shown that sheltered housing residents accept that the support service should be needs led and tailored to individuals.
 - D4.1.4 The introduction of care takes caretakers for sheltered housing by some providers has been very successful as these posts have been able to carry out estate management functions that would ordinarily be carried out by a warden;
 - D4.1.5 Service users have found that they prefer to have more than one support worker, operating on a flexible basis, as this provides them with greater choice;
 - D4.1.6 Greater control over the management of their support hours and the way the package is delivered so that they can live independent lives, take part in mainstream/external activities and have a social life;
 - D4.1.7 Consistency of support, clear information about timetabling and information about alternatives when a worker is unavailable;
 - D4.1.8 Where applicable, to support Individuals going out into the community and to enable them to undertake activities with others who are in receipt of Services;

D5. Added value - The Provider will need to demonstrate added value by:

- D5.1 Providing streamlined and accessible contact and referral systems;
- D5.2 Ensuring Services are used appropriately and signposting Individuals to additional support Services such as advocacy, befriending and mentoring where appropriate;
- D5.3 Making best use of available resources including using their networks and partners to share learning and best practice, training, information and data, volunteers and other Services.

Section D

Service Specification Continued

- D5.4 Providing improved management information reporting and better evidence of changing patterns of need or gaps in provision;
- D5.5 Seeking external funding and resources, where applicable;
- D5.6 The Provider will demonstrate maximum efficiency either within their own organisation or through the development of creative, partnership approaches which may include:
- D5.7 Sharing of resources, tools and systems;
- D5.8 Shared promotion and publicity events;
- D5.9 Shared training;
- D5.10 Shared use of facilities and pooling of staff;
- D5.11 Shared quality assurance and monitoring systems;
- D6. Eradicating Waste in Service Delivery** - The Provider will demonstrate that they have implemented processes to eradicate waste. This could be through the use of methods such as:
 - D6.1 Minimising care and support workers' travel to and from the Individuals they support;
 - D6.2 Minimising management overheads of running large staff groups;
 - D6.3 Reducing duplicated processes, so that Individuals are not assessed by every Provider;
 - D6.4 Where appropriate sharing back office functions with other Providers;
- D7. Making Use of Community Resources** - The Provider will demonstrate that they are making use of community resources by:
 - D7.1 Encouraging the active involvement of voluntary and community sector provision;
 - D7.2 Involving families, friends and carers in Support Plans;
 - D7.3 Finding innovative ways of delivering Support Plans;
- D8. Service Delivery Standards** - The Provider will operate to and will reshape where required in partnership with the Service Purchaser and Individuals to meet changes in:
 - D8.1 The standards required by any current or future legislation or guidance governing such Services;
 - D8.2 Adopting best practice and taking into account any national or local developments
 - D8.3 Innovation in their approach to Service provision in order to meet identified outcomes and deliver value for money;
 - D8.4 Demand for service and demographic trends.
 - D8.5 Technological development.
 - D8.6 Agreed strategic priorities as they emerge and involve.
- D9. Description of Service for Targeted support** - These Services involve an Individual living in their own home and receiving support to promote their independence. The support that they receive is tailored to their Individual needs;
 - D9.1 The Provider will deliver the Service in line with any national guidance and in line with best practice for similar Services.
 - D9.2 The model of service will involve the development of multi skilled support staff. The intention is not to make support staff experts in all areas, nor for them to provide specialist services, but to ensure support staff are able to recognise particular needs and have an understanding of the pathways into specialist services or where to obtain advice. This will rely on staff being able to recognise particular triggers and provide a triage service.

Section D

Service Specification Continued

- D9.3 Service Delivery - The Provider will:**
- D9.4 Address all communication needs, including for example, language, physical and sensory needs. Ensure that all documents are accessible, including the use of Total Communication and/or easy to read materials and accessible methods based on the guidelines laid out on the devon.gov.uk website.
- D9.5 Develop flexible working practices to ensure both geographical coverage and maximum choice through the deployment of staff, use of IT systems and technology and continuously reviewing Service delivery patterns to ensure maximum usage, adaptability and Service improvement.
- D9.6 Ensure that workers will be matched with Individuals appropriately depending on needs, interests, level of staff skills etc to maximise choice and Service effectiveness. Recruitment processes will take into account personality, individual attributes and ethos (promoting, encouraging and supporting independence), as well as skills and experience. Where appropriate, Individuals will take part in recruitment of staff.
- D9.7 Discuss (in an accessible format) with the Individual receiving the Service at the outset of Service provision what can be expected as part of the Service, and their responsibilities and choices open to them. This includes being clear with the Individual about the use and purpose of information collection and obtaining consent to the sharing of their personal information, explaining how this will be carried out by the Provider.
- D9.8 Undertake their own Individualised Risk Assessments and risk management plans for all Individuals to increase independence and enable access to Mainstream activities. Ensure that the documents are reviewed on a regular basis, to supplement any risk documents provided by the Service Purchaser.
- D9.9 Contribute to and work with the Service Purchaser in developing outcomes for Individuals and contributing to the Support Plan process.
- D9.10 Establish where required and implement the Support Plans for every Individual who uses the Service, using personalised approaches and engaging with and supporting all other appropriate plans e.g. Health Action Plans, Individual Learning Plans and Personalisation reviews. The Support Plans will include Individualised risk assessments, where applicable, and should also include:
- D9.10 a) Eligible needs - Appendix attached
 - D9.10 b) Short, medium and long term Enablement/Reablement/Recovery goals, building on the initial Service delivered by the Service Purchaser with its partners where applicable;
 - D9.10 c) Non-eligible needs and aspirational outcomes where applicable – funded by the Individual using their own resources, including financial entitlements and other personal income streams
- D9.11 Ensure the effective implementation and development of Support Plans, including the use of case management, financial planning, money management and time planning, based on good practice.
- D9.12 Ensure that workers and Individuals are provided with accessible copies of Support Plans.
- D9.13 Work in partnership with other agencies and Individuals to deliver a holistic package of care and support (including through transition stages where applicable), for example, health or criminal justice agencies, the voluntary sector, housing associations, parents/carers and circles of support.
- D9.14 Shall provide and maintain all ancillary resources necessary to support the delivery of the specified Services, for example, mobile phones, laptops etc.
- D9.15 Provide information for inclusion on Devon Care Directory to ensure that Individuals can access their Services directly.
- D9.16 The Provider shall ensure on-going staff wellbeing and continued professional development as required by national occupational standards where applicable, and local requirements, including regular supervision and appraisal. For example, Community Based Support Service Providers must ensure all staff who support people with mental health issues have knowledge of the Devon Recovery approach and skills, understanding of Social Inclusion issues and undertake 'Support, Time and Recovery' training (<http://www.recoverydevon.co.uk/>) and all Service Providers must ensure that all staff who are working with Individuals with dementia have had dementia awareness training.
- D10. Quality:**

- D10.1 Ensure that processes are in place to enable Individuals to give informed consent and exercise choice and control over the outcomes to be addressed, and the way the Service is provided. Support Individuals to access independent advocacy and other advisory Services where required.

Section D

Service Specification Continued

- D10.2 Have in place a monitoring and review system to improve Service delivery and ensure value for money that:
- D10.2 a) Assures the quality of the Service by enabling managers, staff, Individuals and other agencies including the Service Purchaser to contribute to Service evaluation;
- D10.2 b) Measures organisational and individual outcomes which are used to inform Service improvement (for example, the principles of the REACH or Recovery Standards)
- D10.3 Providers will need to demonstrate that they deliver on the 'Good Practice Principles' (Appendix One) as part of contract and performance monitoring meetings.
- D11. Personalisation:**
- D11.4.1 Promote independence and support Individuals as citizens, maintaining an ethos of aspiration, change and risk-taking for all, that help Individuals to access opportunities available to the general population.
- D11.4.2 Deliver the Service in a personalised/person centred way, respecting the rights of Individuals to make decisions about their own lives, taking into account their personal and family history, strengths and skills. The Provider should support the development and involvement of the Individual's informal Circle of Support, friends and families in the person-centred planning/support planning process, where applicable.
- D12. Reablement and Recovery:**
- D12.1 Maximise the potential of Assistive Technology and alarm Services to increase independence and complement the support package.
- D12.2 Encourage positive risk management to allow Individuals to make their own choices and decisions, respecting the Individual's right to take risks despite their real or perceived vulnerability.
- D12.3 Take early action by recognising signs that an Individual may becoming unwell or entering a crisis and being proactive in preventing the need for increased levels of support or need for emergency Services.
- D12.4 Refer to health and wellbeing Services, with the Individuals' consent, when their health and wellbeing needs are causing concern and support Individuals to develop self care skills and gain more independence in meeting their own health and wellbeing needs, including exercise and healthy eating, where applicable.
- D12.5 The Provider will review the achievement of and progress towards individual outcomes within the agreed timescale in the support plan but no later than 6 months following commencement of Service. This initial stage of the care and support package should minimise the level of need and reduce the care and support required for the next phase of support. The early phases of a care and support package require skill, frequent monitoring and fine tuning to achieve stability, in order to thereafter support the maximum level of independence with the minimum necessary level of care and support.
- D13. People Receiving Services through this Agreement**
- D13.1 Any person who is aged 55yrs and above who meets the Service Purchaser's eligibility criteria and/or whom both the Service Purchaser and Provider agree may be suitably served by this Service (where timely intervention directly prevents the Individual becoming eligible).
- D14. Referral**
- D14.1 A person can be referred through any statutory, voluntary agency or by self referral.
- D15. Individual Contract**
- D15.1 The Provider will adhere to the relevant care pathways established by the Service Purchaser. Access to Services will be via the relevant pathway. The Service Purchaser reserves the right to modify the pathways in the future in line with developments in personalisation and other key areas.
- D16. Units of Service**
- D16.1 The Service will be based on hours as per Appendix 2
- D17. Availability**
- D17.1 The Services will be available as required

Section D

Service Specification Continued

- D17.2 The Provider will ensure that a contact point is available at all times during the standard working week and an Out of Hours contact will be available at all other times. This telephone number will be made available to the Service Purchaser in writing, and should be operational at all times, i.e. not an answer phone.
- D17.3 The telephone numbers as described in Section 16.2 above must be made available in an accessible format to the Individuals accessing the Service for use in the event of non-attendance by the Provider's member of staff, if they need advice and support in unexpected circumstances.
- D18. Assessments**
- D18.1 The following set out key elements of the service. The provider will be expected to carry out holistic initial assessments, as well as on going assessments, as part of the support planning process.
- D18.2 The initial assessment will include :-
- The need for support and the level of support required
 - An assessment of community alarm/telecare needs (potentially as a trusted assessor)
 - Assessment of the risk of falls
 - The need for other services eg/ social care, health
 - Assessment on any indicators related to mental health
 - Assessment on any indicators related to alcohol addiction
 - Assessment of housing options
- D19. Transitional Period**
Change from traditional accommodation based sheltered housing service to Targeted Support
- D19.1.1 New people entering the service from April 2012 will only receive a service if eligible in terms of both financial and support needs. The contract will only cover those individuals who would be eligible for a 'free' service and would qualify for a services based on eligible need.
- D19.1.2 Self payers will sit outside of the contracted service.
- D19.1.3 Service Providers will be committed to develop a floating support service model for the community.
- D19.1.4 The provider will deliver assessed need through an approved needs and risk assessment in any tenure.
- D19.1.5 Service providers should offer existing sheltered housing service users choice based on need by the beginning of this new contract to ensure that service users receive the service due to eligibility based on assessed need.
- D19.1.6 During the period of transition, it is acknowledged that some people in sheltered housing will want to continue receiving a service, even if they have no eligible needs. These individuals will have a level of protection. However, it is expected the provider will be pro-active in consulting and communicating and negotiating with existing individuals to try to minimise such numbers.
- D19.1.7 There is an expectation that as time progresses, the provider will balance the number of existing and new service users.
- D19.1.8 To ensure that providers are able to maintain flexibility and maximise value for money with their services, the contract will allow each provider to use their discretion as to how they will deliver the service and drive the pace of change to ensure the contract outputs are delivered. Contracting principles also allow and encourage innovation in the way services are delivered, involving Individuals, their families, friends and carers where appropriate.
- D19.1.9 Community alarm with support service is to be delivered according to assessed need through approved needs and risk assessment in any tenure.
- D19.1.10 Service delivery standards:-
the service provider shall provide the service in accordance with its obligations under the Agreement and with all the skill, care and diligence to be expected of a competent provider of services of this type.
- D20. Ineligible Support Services-** The following support services shall not be covered by this contract:
- D20.1 Health Care

D20.2 Personal Care as defined by Care Quality Commission

Section D

Service Specification Continued

D20.3 Domestic Care e.g. Cleaning / housework, laundry, shopping unless in an emergency. The provider can support an individual to access these services but they may have to pay for the service.

D20.4. Maintenance services eg. property maintenance, gardening: The provider can support an individual to access these services

D20.5 Transport. The provider can assist the individual to find out about and access available transport services and can assist to plan a journey.

D20.6 Where there is a statutory duty that such services are provided

D20.7 General housing management

D20.8 Services to enforce specific requirements imposed by a court of law

D20.9 Psychological therapy or programme of therapeutic counselling.

D20.10 The Provider cannot be made an appointee to help an individual with their money. The provider can help the individual find out about other agencies that can help with this.

D21. Management Information

D21.1 The Provider will have in place a robust client/management information system which includes information such as:- name/ address of individual receiving the service, details why eligible, eligible assessed needs, support plans/reviews, risk assessments, support delivery details and evidence client centred outcomes and will list of referrals in priority order.

D22. Financial Information

D22.1 From the start of the contract, the Provider will maintain a system to record income and expenditure relating to the funding received from the Service Purchaser through the period of the Agreement. This may be requested by the Service Purchaser at any time.

D23. Monitoring Principles

The key features of the Service Purchaser's intended approach to quality management are:

- (a) Strong collaboration with the Joint Engagement Board and Provider Engagement Network;
- (b) Quality being defined through Service user and practitioner feedback to commissioners about the successful and unsuccessful aspects of delivery. E.g. use of Citizen Checker, Joint Engagement Board.
- (c) Qualitative improvement being addressed through structured tools that can be used in planned, project managed approaches, for example (but not limited to) CQC excellence awards, the department of Communities and Local Government (CLG) Quality Assessment Framework, and the Dementia Quality Mark (DQM).
- (d) The commissioning process increasingly being user led and consistently informed by significant and meaningful engagement;
- (e) Quality assessments using a variety of techniques;
- (f) Quality assessments increasingly assessing outcome (what matters to people) rather than activity (what happens to people);
- (g) Feedback on quality will be a key part of contract management;
- (h) Contract owners acting on quality issues, and applying the contract mechanisms through which they can act;
- (i) The capacity and capability to be inspection ready and to respond to inspections at little or no notice, with ongoing compliance assessments;
- (j) Recognition that regular review of an Individual's need and support plan is the best means of maintaining their quality of life and safeguarding their dignity.

D24. Quality Management

The key features of the Service Purchaser's intended approach to quality management are:

- D24.1 Quality being defined through Service user and practitioner feedback to commissioners about the successful and unsuccessful aspects of delivery. E.g. use of Citizen Checker
- D24.2 Qualitative improvement being addressed through structured tools that can be used in planned, project managed approaches, for example the department of Communities and Local Government (CLG) Quality Assessment Framework, and the Dementia Quality Mark (DQM).

Section D

Service Specification Continued

- D24.3 The commissioning process increasingly being user led and consistently informed by significant and meaningful engagement;
- D24.4 Quality assessments using a variety of techniques;
- D24.5 Quality assessments increasingly assessing outcome (what matters to people) rather than activity (what happens to people);
- D24.6. Feedback on quality will be a key part of contract management;
- D24.7 Contract owners acting on quality issues, and applying the contract mechanisms through which they can act;
- D24.8 The capacity and capability to be inspection ready and to respond to inspections at little or no notice, with ongoing compliance assessments;
- D24.9 Recognition that regular review of an Individual's need and support plan is the best means of maintaining their quality of life and safeguarding their dignity.
- D24.10 The Service Purchaser will state their intentions about reasonable timescales for introducing new monitoring items into the schedule

D25. Geographical Area

D25.1

Appendix One
Price

Provider:
Service:
Agreement No:

Price Agreed per Service
Devon County Council will provide 13 weeks advance notice of the maximum price/ support hours it wishes to purchase for each forthcoming 13 week period. Failure to provide notice of any change will indicate continuation of the last indicated price.

Total Price		
Period	Last date for Notification	Price /Support Hours
02/04/12 – 01/07/12	01/01/12	
02/07/12 – 30/09/12	01/04/12	
01/10/12 – 30/12/12	01/07/12	
31/12/12 – 31/03/13	30/09/12	

Appendix Two Service Details

Provider:

Agreement No:

--

Service Details:

Service ID Number:	
Service Name:	
Service User Group:	
Capacity: Weekly support hours	

Staff deployed in the provision of the Service:

Standard working week - Full Time Equivalent (FTE) Hours	
--	--

The FTE paid members of staff who spend their time on support services and work direct with service users.	
--	--

The FTE paid managers of front-line staff charged in total or in part to support activities at this service.	
--	--

- It is fully accepted that the numbers of staff deployed in the provision of this service can change, to reflect the number of support hours purchased and subsequent Price at Appendix two of the agreement.
- These figures do not include other staff, including administration staff, who work at the service but whose time is NOT spent on the direct provision of support to service users.

Appendix Three Eligibility Criteria

Service(s) requested:

- Community Alarm/assisted technology
- Community Alarm with Support
- Crisis

Eligibility Criteria for Support

Service users must meet the mandatory criteria **and** one or more of the additional criteria outlined below:

Mandatory criteria:

- 55 yrs or over
- Eligible for a free service (under financial assessment to be confirmed by Sheltered Housing Forum)

Additional Criteria:

- Lives alone (**must also meet an additional criteria**)
- Socially isolated
- Is dependent upon someone for regular help
- Has no one to call upon for emergency help
- Is unable to get out of the house independently
- At high risk of carer network breaking down
- Not managing tenancy/housing related issues e.g. literacy problems
- Receiving help for daily living skills, e.g. shopping, cooking
- 2 or more recorded falls in past year
- Has had 2 or more unplanned Hospital admissions in past year
- Identified through Hospital discharge process as at risk of further admissions
- Has an enduring physical or sensory problem
- Has an enduring mental health problem
- Has 4 or more active medical problems
- Concerned about safety/security
- Other (specify) – this criteria must be agreed by the Service Purchaser.

Tenants of Sheltered Housing

