Nottinghamshire County Council

Framework Agreement for the Provision of Direct Payment Support Services in Nottingham and Nottinghamshire

Tender Reference: DN465279

PART THREE

Service Specification

Please Note: This specification forms an integral part of the contractual arrangements and provides the criteria by which service quality, efficiency and effectiveness will be monitored and evaluated by the Contracting Authorities and other interested parties.

Contents

1. Introduction

1.1. Nottingham and Nottinghamshire are at the forefront nationally of developing an Integrated Care System (ICS). The ICS aims to provide better, joined up health and social care services for people in Nottingham and Nottinghamshire through closer collaborative working of health and social care system partners (NHS, local government and independent and voluntary sectors).The Nottingham and Nottinghamshire ICS consists of a range of partners, including Nottinghamshire County Council, Nottingham City Council, the Nottingham and Nottinghamshire Clinical Commissioning Group, seven district councils, a number of NHS Trusts and smaller health and care providers across all sectors.

1.2 Within this context, Nottinghamshire County Council (both Adults and Children's Services), Nottingham City Council, the NHS Nottingham and Nottinghamshire Clinical Commissioning Group and the NHS Bassetlaw Clinical Commissioning Group (the CCGs), hereafter referred to as the Commissioners, will work together to procure services that will form part of their offer of support to people who are allocated a personal budget, integrated personal budget or a personal health budget, with the option of a Direct Payment.

1.3 Nottinghamshire County Council will establish and manage on behalf of the other contracting authorities a framework agreement of a limited number of Providers to deliver a range of specified services; The aim is to establish a robust local marketplace of cost effective, consistent and high-quality services.

1.4 For Successful Bidders, the Service User's referring authority will be the point of contact for operational issues. Nottinghamshire County Council will be point of contact for framework issues.

2. Aims

2.1 To promote the use of Direct Payments by giving potential recipients and partner agency operational staff the confidence that they will be well supported.

2.2 To deliver an accessible, responsive and accountable service.

2.3 To provide Service Users with choice and control over their Direct Payment Support Service.

2.4 To enable Service Users to make use of and manage Direct Payments safely, legally and effectively.

2.5 To promote Service Users' ability to use and manage Direct Payments as independently as possible.

2.6 To ensure that public money is used for its intended purpose and is fully accounted for.

3. Commissioning Objectives of the Framework agreement

3.1 To enable Service Users who choose to use Personal Assistants to act as good and responsible employers and to meet all their statutory responsibilities.

3.2 To ensure that Service Users who are employers are covered by appropriate insurance policies.

3.3 To provide information and advice that enables Service Users to make an informed decision about how to use Direct Payments.

3.4 To provide on-going support and troubleshooting as and when it is needed.

3.5 To deliver individualised packages of Direct Payments support that enable Service Users to use Direct Payments according to their preferred method.

3.6 To increase the number of Service Users using Direct Payment to employ Personal Assistants.

3.7 To ensure that Direct Payments are spent when they are needed.

3.8 To ensure that timely and accurate financial information is available.

3.9 To ensure that all income and expenditure is in line with the Service User's care and support plan and assessed contributions.

3.10 To ensure that all appropriate payments are made in a timely way.

3.11 To work in partnership with the Commissioners and partner agency operational staff and communicate any concerns about the management of a Direct Payment.

3.12 To ensure that services deliver the right support at the right time.

3.13 To safeguard Service Users against abuse and discrimination.

4. Scope

4.1 The service will be delivered to people receiving Direct Payments from Nottinghamshire County Council (Both Adults and Children's Teams), Nottingham City Council, Nottingham and Nottinghamshire CCG and Bassetlaw CCG.

4.2 Nottinghamshire County Council will establish and manage on behalf of the other contracting authorities a framework agreement of a limited number of Providers to deliver all three service elements;

a) Employment Support
b) Payroll
c) Managed Accounts

5. Strategic Relevance

National legislation and guidance

5.1 The Provider/s must comply with all relevant legislation relating to the service, which includes any updates and amendments. It is the Provider's responsibility to keep up to date with any such developments. Listed below is

some of the relevant legislation that the Provider is expected to comply with. This is not meant to be exhaustive:

- The Children and Families Act 2014
- The Children Act 1989 and 2004
- The Carers and Disability Children Act 2000.
- The Adoption and Children Act 2002
- Education Act 1996, 2002 and 2011
- Health and Social Care Act 2001, 2008 and 2012
- Safeguarding of Vulnerable Groups Act 2006
- Mental Health Act 1983 and 2007
- Mental Capacity Act 2005
- Housing Act 1996
- The Equality Act 2010
- National Health Service Act 2006
- Sex Offenders Act 1997 as amended by part 2 of the Sexual Offences Act 2003
- Police and Justice Act 2006]
- The Care Act (2014)
- The Care and Support (Direct Payments) Regulations (2014)
- Local Government Act (2003)
- Guidance on Direct Payments for Healthcare: Understanding the Regulations
- London ADASS Guidance & Principles for After-care Services under Section 117
- National Framework for NHS Continuing Healthcare and NHS Funded Nursing Care 2018
- Section 117 Responsible Commissioner Guidance, update April 2016
- Special Educational Needs and Disability Regulations 2014
- Special Educational Needs (Personal Budgets) Regulations 2014
- The Special Educational Needs and Disability Code of Practice: 0-25 years
- The Mental Health Act Code of Practice, 2015
- Data Protection Act 2018

5.2 Nottinghamshire County Council local strategies and guidance

5.2.1 Nottinghamshire County Council's Adult Social Care Strategy "Supporting Adults in Nottinghamshire" sets out the guiding principles for the delivery of social care

Supporting Adults in Nottinghamshire

5.2.2 Nottinghamshire County Council Children and Young People's Departmental Strategy 2019-21" Your Nottinghamshire, Your Future"

https://www.nottinghamshire.gov.uk/media/1739233/children-and-young-peoples-departmental-strategy-2019-2021.pdf

5.3 Nottingham City Council local strategies and guidance

5.3.1 Nottingham City Council's Adult Social Care strategy "Better Lives Better Outcomes" sets out how care and support is provided for older and disabled people in the city.

https://www.nottinghamcity.gov.uk/information-for-residents/health-and-social-care/adult-social-care/better-lives-better-outcomes/

5.3.2 Nottingham Children and Young People's Plan 2016 – 2020 sets a clear direction for the Nottingham Children's Partnership and also for the rest of One Nottingham's partners.

http://www.nottinghamchildrenspartnership.co.uk/media/413594/cypp-2016_20_web.pdf

5.4 Nottingham and Nottinghamshire Clinical Commissioning Groups Local strategies and guidance

The Continuing Healthcare Commissioning Policy defines the way in which the CCGs will commission packages of care for those individuals for whom they are the responsible Commissioner.

6. Service Specific Requirements

Introduction

6.1 The specification requires Direct Payment Support Service Providers to deliver all the three main elements of Direct Payment Support:

- Employment Support
- Payroll
- Managed Accounts

6.2 Successful Bidders will be included on a framework agreement, from which Service Users will make a choice as to who they want to provide their service. Providers will submit promotional material in a format to be provided by the Commissioners. A brochure will be provided to all potential Service Users containing the standardised promotional material for each service to enable Service Users to make an initial choice of Provider. An order / referral form will be completed and submitted by the Social Care worker to the chosen Provider to commission the identified service elements required.

6.3 There will be no guaranteed minimum volume of work.

6.4 Support elements will be commissioned as and when they are needed. People may need one or more of the support elements.

6.5 In delivering this service, Providers must take account of the communication and language needs of Service Users, to ensure that all information, advice and support is accessible and easy to understand. For instance, there may be a requirement to use symbols on letters or plain English to enable effective communication / understanding at times. In some cases, English may not be the Service User's first language so the Provider must supply the information in the relevant language where appropriate, or commission the use of a translator where required.

7. Employment Support

Introduction

7.1 Providers will deliver support that is tailored to an individual's needs at each stage of the employment process. For the purpose of this specification, employment support is broken down into sub-elements, each of which has a separate price, set out in the pricing schedule. Each sub-element will be commissioned separately for individual Service Users. Service Users may use one or more support element, depending on need. This will be commissioned through a specific order / referral form that will indicate the required elements needed for the Service User (If the Service Users needs were to change at any point a new Order form would be required to be completed). This will be supported by the commissioning on the relevant Commissioner's payment system of the corresponding elements to ensure the relevant payment is made to the Provider in line with the specific commissioning organisation's payment cycle.

7.2 Providers will make Service Users aware of the Skills for Care on-line information hub for individual employers and personal assistants https://www.skillsforcare.org.uk/Employing-your-own-care-and-support/Information-hub.aspx . Service Users will be supported to access the "Employing personal assistants toolkit", either the hard copy or the online version.

7.3 Providers will supplement the Skills for Care resources as necessary to produce an information pack, available online and hard copy on request, which will include templates and "top tips". This will be proactively marketed to Service Users to help them develop the skills and confidence to carry out employer responsibilities independently.

7.4 People who are using any element of employment support will have a named worker to act as a consistent point of contact while the support is being received.

Employment support sub-elements

7.5 Employment support is broken down into five sub-elements of support:

1. Becoming an employer; Initial information and advice

7.6 This element of the service will be provided to people who express an interest in meeting their needs by employing Personal Assistants (PAs). The information and advice is intended to help people decide whether to become an employer. It is anticipated that support will be delivered on line, via e-mail and/or over the telephone, depending on Service Users' needs and circumstances. This will be determined by the operational worker and included in the referral information.

7.7 Information and advice will cover, but not be limited to;

a) The roles and responsibilities associated with being an employer.
b) The support services available to help them.
c) What to consider if using PAs to meet assessed needs e.g. the number of PAs that might be needed, who the PAs might be, working hours, rates of pay etc.
d) The knowledge, skills and qualities that are needed by an employer.
e) How an Individual could source a Personal Assistant, but not being involved in the specific recruitment process.

7.8 Having given the information and advice the Provider will notify the referring worker of the outcome in writing, via encrypted e-mail i.e. whether the Service User wishes to go ahead and become an employer, whether a recruitment exercise needs to be carried out, or whether the person already knows who they wish to employ.

7.9 If the Provider has concerns that a person lacks capacity or capability to become an employer the Provider will discuss this with the Service User and inform the referring worker of the concerns. It will be the responsibility of the referring worker to either carry out a capacity assessment or determine whether the person lacks the capability to become an employer.

7.10 Where a Service User wishes to go ahead and become an employer the referring worker will commission the further support elements that are needed.

2. Recruitment

7.11 As required**,** Service Users will be given information, advice and guidance to carry out a recruitment exercise. It is expected that recruitment will be completed within 12 weeks.

7.12 Information, advice and guidance will be delivered on line, via e-mail and /or over the telephone, depending on Service Users' needs and circumstances. Support will include at least one face to face meeting. This could be done virtually through the use of Microsoft Teams or equivalent software where appropriate.

Information, advice and guidance will cover, but is not limited to;

a) Recruitment good practice**,** including following Equal Opportunities Legislation.
b) Writing Job Descriptions and Person Specifications. This will be based on the tasks and outcomes identified within the Service User's care and support plan
c) Setting the rate of pay. The hourly wage rate must be affordable within the normal overall limit set by the Commissioner for all costs associated with using a PA. Such normal limits vary between the commissioning agencies.
d) Using the NottsHelpYourself or LION PA directory where appropriate, including to check the availability of existing accredited PAs who may be suitable to appoint.
e) Writing and placing job adverts as required. If necessary, the Provider will support the Service User to place adverts in relevant outlets. For all Commissioning Partners this will always include posting a Job vacancy on the PA Directory on NottsHelpYourself or recruiting a PA directly from the directory. The Provider will negotiate competitive advertising rates with relevant media organisations.
f) Providing job application templates.
g) Practical advice and guidance where a Service User is required to send out application forms; this will include acting as a P.O. Box recipient, receiving requests for application forms and handling their return, where appropriate.

h) Short listing applicants

i) Interviewing job candidates – including information and advice on questions which can and cannot be asked (e.g. in relation to equalities laws) choice of venues and practical considerations.

j) Using references – including providing reference request forms, guidance on what to ask for and how to verify references. The Provider may act as a P.O. Box recipient and handle the return of the references, where appropriate.

k) Notifying job candidates of the outcome of the recruitment exercise.

l) Ensure Right to Work in the UK checks are undertaken for all successful candidates prior to commencement of employment. This is in line with the NHS Standards definition included within the Contract.

7.13 If the recruitment exercise has been carried out for a Service User who is not already an established employer, this support element will include information, advice and guidance on drawing up contracts of employment, which meet all statutory requirements and obtaining DBS checks. The requirements relating to these tasks are described in more detail in the section below (Being an employer).

7.14 The Provider will notify the referring agency operational worker of the outcome of any recruitment exercise in writing via encrypted e-mail. The Provider will also advise the operational worker of any further support that needs to be commissioned.

7.15 If a recruitment exercise is unsuccessful, the Provider will advise the referring worker of the reasons for this and agree next steps. This may involve a further recruitment exercise taking account of any adjustments needed to address the reasons for the initial lack of success.

3. Being an employer

7.16 When the Service User has successfully identified who they intend to employ, support will be provided to set up all the necessary legal and contractual arrangements including Right to work in the UK checks, establish good employment practices and develop good employee relationships.

7.17 Forms and templates will be provided as required, for example employment contracts, annual leave record sheets, staff rotas, accident report forms etc. Service Users will be given information about how replacement forms and templates can be obtained.

7.18 Information advice and guidance will be given that covers, but is not limited to;

a) Obtaining DBS checks

- *For Nottinghamshire County Council*: The Provider will advise Service Users of the County Council policy requirement to obtain checks from the Disclosure and Barring Service. The Provider will provide advice and guidance on making applications for DBS and "right to work" checks through Nottinghamshire County Council. This will include providing the Service User with the DBS request form and supporting with its completion where required.

4. DBS checks

- *For Nottingham City Council and the CCG:* The Provider will be required to act as an umbrella organisation to carry out DBS checks on P.A.s, in line with the City Council and CCGs' DBS policies. Carrying out DBS checks will be a separate employment support sub-element - element 4 within Section 29 Pricing / Funding. For Nottinghamshire County Council the check would usually be undertaken by the Council directly, but can be undertaken by the Provider where specifically requested by the Service User.

b) Obtaining and using employer's liability Insurance services. The Commissioner will include the cost of the annual insurance premium in the Service User's Direct Payment.

- The Provider will inform the Service User of the need for adequate insurance.
- The Provider will give information, advice and guidance to enable the Service User to select and take out appropriate insurance cover. As a

minimum, insurance cover must include employer liability and public liability and redundancy cover.

- Where the PA is carrying out delegated healthcare tasks, as outlined and agreed in the care and support plan, the Provider must ensure that these tasks are adequately covered by the insurance policy.
- The Provider will confirm to the referring worker in writing, via encrypted e-mail that appropriate insurance is in place and will keep a record of the policy renewal date.
- The Provider will advise the Service User of the need to renew the insurance policy on an annual basis.
- The Provider will inform the Service User of the availability and scope of information and advice from the insurance company in relation to the role of employer, and how to access this.

c) Drawing up contracts of employment/ terms and conditions, which meet all statutory requirements.

d) Health & Safety legislation and its implications for the Service User as an employer, including;

- completing Health and Safety Risk assessments where necessary,
- taking care of their own health and safety and that of others
- Providing instruction, training and supervision as necessary to ensure the health and safety of employees. Where the PA will be undertaking delegated healthcare tasks, they will receive the appropriate training before they undertake these tasks, and these will be arranged by the Healthcare worker involved with the Service User.

e) Good management practice and positive professional relationship building with employees covering;

- Probationary period
- Supervision
- Performance
- Recording and signing timesheets
- Training and development

- Absenteeism

f) Dealing with disciplinary and grievance matters and where to obtain find further help should this be necessary

g) Identifying the training and development needs of PAs, obtaining funding and sourcing relevant training resources. Where the PA will be undertaking delegated healthcare tasks, they will receive the appropriate training before they undertake these tasks, and these will be arranged by the Healthcare worker involved with the Service User.

h) General employment obligations. This includes, but is not limited to information on;

- Abiding by the Working Time Directive about breaks.
- Honouring statutory sick pay, holiday rules.
- Honouring parental, adoption, maternity, paternity obligations.
- Allowing for Jury leave etc.
- Abiding by Equality Act obligations
- Calculating and Paying redundancy pay if the job ends because of redundancy.
- Avoiding Unfair Dismissal etc. – Tribunal proceedings, compensation etc.
- Pension obligations

7.19 The Provider will offer at least two face to face meetings (this could be done through video conference where appropriate) with the Service User, the first of which will be prior to the PA starting work. This will include;

a) a review of the contracts and terms and conditions that have been agreed, to ensure that these meet all statutory requirements
b) a check that appropriate employer's liability insurance is in place.

The Provider will continue to deliver advice, information and guidance to the Service User, as required, for a period of 12 weeks after the start of employee contracts. This will include a second face to face meeting to review how things

are working. The aim is to ensure that Service Users are competent and confident in carrying out the roles and responsibilities associated with being an employer. The expectation is that at the end of this period the Service User will be able to independently manage their employee/s.

5. Additional support

7.20 There may be circumstances in which additional support, not covered by the specification above, is required, for example, direct support to interview job candidates or deal with disciplinary issues. The need for such support will be considered on a case by case basis and agreed with the Commissioner in advance of being delivered. Additional support of this nature will be paid at the hourly rate set by Commissioners. This will be subject to an annual inflationary uplift agreed by the relevant commissioning organisations directly. This could lead to the rates being slightly different for each commissioning partner, but Nottinghamshire County Council will keep a record of what all agreed rates are for each financial year for each partner.

8. Payroll

8.1 The Provider will operate a payroll service as required, which will enable Service Users to meet all their statutory payment responsibilities to Personal Assistants, to HMRC and to the Pension Regulator.

8.2 Service Users will have a named worker to act as a consistent point of contact while the support is being received. Service Users must have the ability to contact the Provider to ask questions and/or raise issues as required regarding the service being received and their own roles and responsibilities. Such issues must be resolved through the provision of information, advice and guidance in a timely way.

8.3 Support will include at least one initial face to face meeting which could be done via a video conference call.

8.4 The Provider will advise Service Users about their statutory responsibilities for tax and national insurance, Pension enrolment other mandatory employee deductions

8.5 The Commissioners will only fund a 4-weekly payroll and employers requiring a more frequent pay run will need to fund this using their own funds.

8.6 Support will cover but not restricted to the following tasks;

a) Registration of the employer with HMRC
b) Acting as an agent for the employer with HMRC and dealing with all HMRC requirements, including the timely return of accurate information and closure arrangements in the event of the Service User ceasing to be an employer.
c) The calculation of pay, including holiday pay, employee tax, national Insurance and pension contributions.
d) The calculation of all employer's contributions, including employers national Insurance and pension contributions.
e) The calculation of other statutory payments as required, e.g. statutory sick pay, maternity pay, redundancy pay.
f) Issuing and processing time-sheets
g) Payment of employees, including the production and issue of payslips.,
h) The calculation and recording of employee annual leave.
i) Producing and processing documents and forms required of employers, e.g. P45, P60 etc.
j) Ensure Right to Work in the UK checks are undertaken for all successful candidates prior to commencement of employment. This is in line with the NHS Standards definition included within the Contract.

8.7 Payroll will be set up and ready to run within 15 working days upon receipt of referral. Where this is not achieved, Providers will provide an explanation of the reasons for this as part of the annual performance review process, or upon request.

Working time directive

8.8 The Provider will advise Service Users about their responsibilities under the Working Time Directive in respect of holiday pay; the Provider will not facilitate or support employers to pay holiday pay in lieu of the employee's statutory leave, even where the employee might agree to this.

8.9 The Provider will respect the intention of the Working Time Directive to protect the health and safety of employees by ensuring they receive their statutory annual leave entitlement. If the Provider becomes aware of any potential non-compliance with the Working Time Directive, they will advise Service Users to contact their insurance provider and notify the relevant operation worker from the referring authority.

8.10 Where appropriate, the Provider will supply the employer with a template to record employees' hours of work, which will be submitted to the Provider on a weekly/4-weekly basis. In consultation with the Commissioner the Provider will put in place procedures covering the actions to be taken where timesheets are not received from the Service User on a timely basis.

8.11 Where an employer decides on an auto-payment arrangement, the Provider will at least quarterly verify with the employer that an employee is still providing services. If the engagement cannot be confirmed the Provider will notify the relevant operational worker from the referring authority.

Payments and deductions

8.12 The Provider will supply the Service User with a payslip for the employee and a copy for the employer. The Provider will also advise the Service User of deductions they may need to make to HMRC and any other mandatory deductions for Student Loans, Child Maintenance etc. The Provider must advise the Service User clearly how and when such payments need to be made.

8.13 For Service Users who use a managed account as well as payroll services, the Provider will send payslips and all other documents and forms required of employers direct to the employees.

8.14 In circumstances where Statutory Sick Pay, Statutory Maternity Pay or a redundancy payment is required, the Provider will calculate the amount needed and notify the relevant operational worker in a timely way, to ensure that funds necessary are made available.

8.15 Where Service Users may have got into any difficulty in respect of payments to HMRC, the Provider will notify the relevant operational worker /Customer Service Centre within five working days.

Record keeping

8.16 The Provider will create and upkeep individual case files in respect of those Service Users it provides on-going payroll support to. The case files must hold information on the Service User, such as their name, address, contact and emergency telephone numbers, operational worker/team name, the support provided, case file notes, copies of documentation e.g. job description, Contract of Employment, HMRC returns/correspondence. Files must be kept securely, whether as paper or electronic versions. Files will be subject to inspection without notice by the Commissioners and/or its representatives.

8.17 The Provider will keep appropriate financial records for everyone using the payroll service and supply the Commissioner with a payroll analysis on each Personal Assistant employed by Service Users upon request**.** The Provider will give the Commissioner or its representatives access to all payroll records upon request. In addition to audit requirements, the circumstances in which this may be necessary include where there are safeguarding concerns or where a Service User dies or becomes incapacitated.

Pension regulations

8.18 The Provider will give Service Users accessible information about Pension Auto-enrolment and support to meet all their obligations to the Pensions Regulator. This will cover;

a) registration with the Pensions Regulator and the completion and timely submission of all documentation, including declarations of compliance

b) checks of employees' entitlement to pension auto enrolment, support to communicate with them about this and to set out all the options available to them.

c) enrolment in appropriate pension schemes of employees who meet the criteria

8.19 The Provider will calculate all pension payments to be made for both the employer and employees.

8.20 Providers may work with pension providers that they have built up an existing working relationship with, but Service Users must be always be given a choice of options and they will have they will make the final decision of which provider to use.

9. Managed Accounts

9.1 The Provider should open a bank account in the Service User's name, to which they are a third-party. Alternative banking arrangements must satisfy the Commissioners that the funds will be held entirely on behalf of the Service Users for whom they are intended, rather than the organisation managing those funds. This is to safeguard a Service User's Direct Payment funds.

9.2 Service Users will be given information, advice and guidance to understand how the managed account service will operate and how to fulfil their own roles and responsibilities. Service Users will have at least one face to face meeting (which can be undertaken as a video conference call) as part of the process of setting up the managed account.

9.3 Service Users will have a named worker to act as a consistent point of contact while the support is being received. Service Users must have the ability to contact the Provider during the Providers office operating hours, to ask

questions and/or raise issues as required regarding the service being received and their own roles and responsibilities. Such issues must be resolved through the provision of information, advice and guidance within 5 working days.

9.4 The Provider will ensure that industry standards are met in relation to the operation of such managed accounts. The Provider will only use Banks and Building Societies that are regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

9.5 The Commissioners' preference is for each individual Service User to have a separate, dedicated bank account. Providers who operate a model whereby funds are paid by Commissioners into a central account and then posted to individual virtual accounts within an accounting system must meet the following requirements:

a) The Provider will arrange for an annual audit of the central account by an independent auditor, the report of which will be made available to the Commissioners.
b) The Provider must be able to generate up to date individualised DP recipient account information and supply this to the Commissioner within 2 working days upon request.
c) Funds paid by the Commissioners must be reconciled to individual Service User accounts within 4 weeks of having been received.

9.6 The Provider will account separately for the money for each individual Service User. Accounting must include descriptions of the source and destination of all income and expenditure. The Council will be given "read only" on line access to individual accounts where this is currently an option or will work towards making such access available and will be provided within 3 weeks of any request. Where funding is provided by 2 separate commissioning partners (such as from both Adults and Children's services) for the same Service User, this funding must be managed separately to enable effective auditing to be undertaken.

9.7 The Provider will ensure that managed accounts are operated and accounted for in such a way that, in the event of insolvency or bankruptcy on the part of

the Provider organisation or the banking organisation, the money within the accounts does not form part of the assets of these respective organisations. The Provider must be able to provide evidence of own internal financial auditing when requested by Commissioners as part of the monitoring information.

9.8 All monies paid in relation to all Direct Payments where the Provider operates a Managed Account remains the property of the Commissioning agency until it is allocated or used for such purposes as defined in the agreed support plan.

9.9 The Provider will be solely responsible for the security of funds held by it on the Service User's behalf and will notify the Commissioner immediately of any security breach.

9.10 The costing section of the Service User's Care and Support Plan will be supplied to the Managed Accounts Provider. The Provider will also be supplied, where relevant, with a copy of the "Direct Payment Calculator" (Nottinghamshire County) or a Costing Sheet (Nottingham City). The costs identified by the DP Calculator and costing sheet are reflected in the Care and Support Plan. The Provider will refer to these documents and only make payments from the managed account that are in line with the support services and costs identified within them.

9.11 When a managed account is to be used by a person referred by Nottinghamshire County Council or the Nottingham and Nottinghamshire CCG a separate Direct Payment agreement will be signed by the Provider, the Service User and the referring agency, setting out the roles and responsibilities of all parties.

Payment into the managed account

9.12 Funds will be paid into the managed account based on the Care and Support Plan. The Commissioners will be responsible for notifying the Service User and the Provider of any personal contributions or other "top ups" that will be paid into the Managed Account.

9.13 The Provider will work with the Service User to ensure that clear arrangements are in place for Service User contributions or top ups to be paid

into the account on a regular basis of at least once every 4 weeks, to coincide with the Commissioner's payment cycle for the Direct Payment. This could involve supporting the Service User to set up direct debit or standing orders. The arrangements for the payment of contributions must form part of a formal agreement between the Provider and the Service User. The Provider will keep a written record of the agreement as to how the Service User will pay their contributions and this will be available to the Commissioners for inspection upon request.

9.14 Commissioners pay Direct Payments 4 weeks in advance. The Provider will monitor the account to ensure that all income is received and paid into the account at the appropriate times.

9.15 Service Users who have been assessed by the local authorities as needing to pay a personal contribution towards their care costs will also be required to pay their contributions 4 weeks in advance. On the last day of the payment cycle, the full amount of the Service User's contribution must have been paid. In the case where the Service User contribution has not been received by the Provider, the Provider must notify the relevant operational worker / Customer Service Centre.

9.16 The Provider will also notify the Service User of this and agree arrangements for the payment to be made. Full payment for care and support services for the 4 week period must not be made until the personal contribution has been received.

Payments from the managed account

9.17 The Provider will make payments from the account on behalf of the Service User. The Provider will ensure that payments from the account are made in line with the nature and amount of support identified in the support plan. Where the Service User is an employer, the Provider will make payments as required to all parties, including HMRC, pension providers and employees.

9.18 Any proposed expenditure that is not in line with the support plan will be withheld and notified immediately to the operational worker.

9.19 If a Service User employing PAs requests an auto-payment service, the Provider must make at least quarterly checks to ensure that the PA can evidence they are still providing the Service User with support.

9.20 Where a Service User is using an agency to provide care and support, the Provider will be the main contact for the company invoicing for services. Payments from the account will be made in a timely way following receipt of invoices, time sheets etc. For agency support this would normally be within 30 days of an invoice having been received for services received. The Provider will be responsible for liaising with care agencies to ensure that invoices received are accurate and sent out in a timely way.

Monitoring and reporting on managed accounts

9.21 Whilst maintaining flexibility in the use of Direct Payments and allowing for some banking and later use of units of service, the Provider must not permit an overspend on services without first notifying the relevant operational worker. (see below for further details).

9.22 The Provider will ensure there are enough funds in the Service User's account to meet expenditure and monitor the risk of potential shortfalls, for example if expenditure is routinely higher than income, regardless of how much accumulated money there is in the account to act as a buffer to this. Such circumstances should not normally arise, as expenditure will only be made in line with the Care and Support plan. However, if unusual spending patterns are identified they must be notified to the operational worker / Customer Service Centre within five working days.

9.23 Similarly, the Provider will notify the operational worker in a timely way within 5 working days where a Service User has not been accessing the agreed services, which would influence the Service User's agreed care and support needs being met.

9.24 The operational worker / Customer Service Centre must also be notified if the level of funds in the account rises above a given amount once all planned expenditure has been accounted for. This would be the equivalent of 6 weeks

Direct Payment for people referred by the local authorities or 2 weeks Direct Payment for people referred by the CCGs.

9.25 The Provider will not allow at any time the account of a Service User to go overdrawn.

9.26 The Provider will notify the operational worker within 5 working days if it becomes aware of any change in a Service User's circumstances, such that income or expenditure on the account is likely to be affected, e.g. admission into hospital or Service User death.

Audit/financial monitoring

9.27 Commissioners will routinely audit all managed accounts. For audit purposes the Provider will supply the Commissioner (and if requested, the Service User) with statements of income, expenditure and balance for individual Service Users.

9.28 The Commissioner will require a clear audit trail of all expenditure relating to the Direct Payment. This includes copies of documentation that provides evidence of expenditure, e.g. pay slips, agency invoices and receipts. All invoices and receipts should be on headed paper. Providers will keep all relevant supporting documentation and supply this on request within 21 days.

9.29 For Nottinghamshire County Council, requests for Service User audit information will routinely be made 8 weeks after the first Direct Payment has been made and on an annual basis thereafter.

9.30 For Nottingham City Council monitoring information will be requested every six months.

9.31 For the CCGs, monitoring information is required quarterly, unless otherwise agreed on a case by case basis and must be sent within 2 weeks of the quarter end.

9.32 Documents sent electronically for audit purposes will be sent securely, either encrypted, password protected or sent via a secure-mail address. Hard copies will be sent by recorded delivery.

9.33 Following the periodic audit of individual Service Users' accounts while the account is active and when an account ceases, Commissioners may request the return of funds from the account. Providers will comply with such requests and return funds within 6 weeks.

10. Additional Support

10.1 There may be circumstances in which additional support, not covered by the specification above, is required. The need for such support will be considered on a case by case basis and agreed with the Commissioner in advance of being delivered. Additional support will be paid at the hourly rate (see Pricing structure section of this specification) set by Commissioners and will be based on contact time with the Service User and/or time taken to carry out work on behalf of the Service User.

11. When is the service required?

11.1 All elements of the service must be available on all working days during normal office hours (Monday – Friday, 9.00 a.m. – 5.00 p.m.), excluding bank holidays. It may be required at other times to meet the needs of individual Service Users, including, by appointment during the evenings and at weekends.

11.2 Outside normal office hours Service Users will have access to a dedicated telephone line with the option to leave a message. Messages will be acknowledged within one working day and responded to within two working days.

11.3 Web based technology will always be available, providing access to information, document templates, sample job descriptions, checklists etc. and the facility to ask questions or request further information through a dedicated e-mail account. All e-mail requests for support must be acknowledged within one working day and responded to within two working days.

12. Service location.

12.1 It is anticipated that for most people telephone, on-line and e-mail support will provide appropriate methods of communication. Some people will require face to face support and Providers will deliver this support, either in the Service

User's own home or in an appropriate community venue or through the use of a video conference call.

13. Referral, Access and Acceptance Criteria

Who will access the service?

13.1 The service will be accessed by adults who receive Direct Payments or Personal Health Budgets and by the representatives of children who receive Direct Payments or Personal Health Budgets. The service will be accessed on the basis that individuals have been assessed as needing support to make use of Direct Payments or Personal Health Budgets.

How will the service be accessed?

13.2 A standardised Formal referral process will be established. Referrals will be made by Adult Social Care Department workers, Children and Families Department workers and by Health professionals from Clinical Commissioning Groups (CCGs). This will be done by the completion of a referral for identifying the specific elements required from the Provider. Providers will have a secure single point of access through which to electronically receive referrals. Referrals will be made to the Provider using a secure email delivery system. An order / referral form will be provided containing all relevant details to enable the Provider to establish the service and invoice the appropriate authority. A referral will only be made when a package of support has been authorised.

13.3 Providers will confirm acceptance of the referral in writing via email to the referring worker within two working days of the referral being sent.

13.4 Having accepted a referral the Provider will contact the Service User within two working days of the date of acceptance to discuss the requirements and to make practical arrangements to deliver the service.

13.5 Providers will be expected to accept all referrals. Non-acceptance will be on an exceptional basis and an explanation must be provided to the relevant Commissioner.

14. Resources to be provided by the Commissioning agencies

14.1 Operational workers making referrals into the service will make available to the Provider, as appropriate, information regarding costs from the support plans, This will include individual budgets and assessed financial contributions of individual Service Users and a copy of the DP Calculator for Nottinghamshire County Council Adults referrals.

15. Resources to be provided by the Provider

15.1 At the start of the Contract the Provider will have in place appropriately skilled staff and integrated business systems that support all of the operational requirements of the service and which are capable of capturing and reporting real time financial, performance and service monitoring information, in line with this Service Specification.

16 Record keeping

16.1 The Provider will ensure appropriate records are maintained and available to the Commissioners, or agents acting on their behalf, including but not limited to:

- Risk assessments and management plan
- Financial transactions undertaken on behalf of people using services
- Delivery of first aid
- Staff rosters
- Visitor's book
- Safeguarding referrals

16..2 In addition, the Provider will keep and make available to the Commissioners or agents acting on their behalf, upon request:

- Details of all staff employed (including volunteers) and staff changes

- Staff records including training, induction and supervision
- Details of all complaints received, and actions taken
- Records of all accidents/incidents involving staff/people using services with follow up risk assessments and records of actions taken
- Health and Safety audits
- Staff team meetings and resident/relative meetings
- Information on any past or current criminal convictions of staff identified on the enhanced DBS Check

17 Business Continuity

17.1 All Providers will have a robust up to date Business Continuity Plan in place, outlining processes that will be put in place to ensure services can be delivered in the event of an emergency situation.

17.2 Business Continuity plans will be different for each organisation however, the expectation is that as a minimum the points below will be covered;

- Fallout from severe weather conditions
- Reduced staffing due to sickness
- Loss of access to premises
- Loss of access to electronic systems – including Electronic Monitoring System
- Fault with/unable to use telephones
- Unable to access/loss of critical data (hard copy and electronic)
- Loss of /limited access to specialist equipment/PPE
- Transport disruption or disruption to road network.
- Supplier/contractor failure.

17.3 The plan will also include all relevant emergency contact details including;

- Service Users/family/carers
- Management and staff
- Providers/suppliers
- Partner agencies – Health, Local Authority etc.

- RAG rating of Service Users' needs to support priority of allocation in an emergency situation

17.4 In the event that the above mitigating actions are unable to successfully ensure continued delivery, the Provider will cooperate with the Commissioner as required to enable transition to another Provider.

18. Data Protection

18.1 This Contract involves data processing of personal data and special category data. All data processing by the Provider shall be done in accordance with the Contract and any further written instructions from the contracting authorities.

19. Workforce

19.1 The Provider:

a) Must follow all relevant employment legislation.

b) Must comply with the requirements of the Equalities Act 2010, Commissioners' Equality and Diversity Policies and keep themselves up to date on any subsequent amendments to equality legislation.

c) Will employ sufficient numbers of suitably qualified staff to enable it to carry out the service and continue to meet demand. This will include ongoing contingency arrangements in case of sickness, annual leave and holiday periods. Planning will be made available to contract compliance staff on request.

d) Must ensure that there are sufficient numbers of staff who are trained and available to commence service delivery from the contract start date.

e) Will ensure that all staff will have a written job description.

f) Will ensure all staff are employed on fair and appropriate terms and conditions. This includes ensuring workers are being paid ***as a minimum*** the **National Living Wage** and are reimbursed for any expenses outlaid during the working period. ***As a minimum*** statutory sick pay and holiday pay are required to be paid separately from basic

pay to all employed staff. All staff will be offered a contract with a guaranteed number of hours, although staff may opt to work on a zero hours basis.

19.2 The Provider must have a robust pre-employment process to include:

a) Checks to confirm workers' identity and to ensure they are entitled to reside and work in the United Kingdom.

b) A minimum of two references are obtained, one of which must be from a previous employer.

c) Enhanced DBS to work with adults and children check is undertaken prior to care/support delivery and, if not clear, the risks of employing that member of staff (in a paid or voluntary capacity) are suitably assessed and documented. Upon request, Providers will make available documentary evidence of the completion of these checks for all relevant staff/volunteers and the outcomes of any suitability decisions.

d) An induction process is in place for all new staff.

e) The Provider must have in place and adhere to a whistle-blowing policy and procedure.

f) Taking appropriate measures against any unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data having regard to the state of technological development, the nature of the data to be protected and the harm that might result from such unauthorised or unlawful processing, accidental loss, destruction or damage.

g) Taking steps to ensure the reliability of staff who will have access to personal data and ensure that those staff are aware of and trained in the policies and procedures identified in the Data Protection Act 2018.

19.3 The Provider will ensure that staff engaged to deliver the service have the essential skills, knowledge and understanding to provide the services. For staff who have contact with Service Users this will include;

a) Good communication/interpersonal skills.

b) Experience in dealing with vulnerable Service Users and understanding their needs, aspirations and limitations.

c) Ability to deliver the service in line with the principles of a diversity and inclusion policy that meets the requirements of the Equalities Act.

d) Ability to deliver a personalised service

e) An understanding of their roles and responsibilities under the Nottingham and Nottinghamshire Safeguarding Adults multi agency policy, procedures and guidance.

19.4 The Provider will support, train, supervise and appraise all staff who are employed to ensure that they are fully equipped to provide and/or manage the service. The Provider must provide local line management staff to support local delivery staff.

19.5 The Provider will effectively manage performance issues within the staff team.

20. Partnership Working

20.1 The Service Provider will develop and maintain positive and appropriate relationships with Commissioning partner organisations, with a commitment for each to:

- Share key objectives
- Collaborate for mutual benefit
- Communicate clearly and regularly with each other
- Be open and honest with each other
- Listen to, and understand, each other's point of view
- Share relevant information, expertise and plans
- Seek to avoid conflicts but, where they arise, to resolve them quickly at a local level

20.2 Wherever possible, to;

- Seek continuous improvement by working together to get the most out of the resources available and by finding better, more efficient ways of doing

things

- Share the potential risks involved in service developments
- Promote the partnership approach at all levels in their respective organisations

20.3 The Provider will also develop and maintain positive and appropriate relationships with the Service User and their family/representative(s), the Service User's care and support provider(s), which will include Personal Assistant(s) and any other agency/organisation/individual that ensures the Service User is sufficiently supported in the effective delivery of this Contract.

21. Constraints and Dependencies

21.1 Where companies provide both DPSS and care services, these functions will be kept organisationally separate. The provider will make available to the Council all records that are needed to carry out a check on this on at least an annual basis

22. Safeguarding / Child Protection

22.1 Safeguarding the people who use services and planning to maintain their safety and wellbeing will be a core element of the services delivered by the Provider.

22.2 The Provider will fulfil their responsibility to safeguard the person using services from potential neglect and abuse and adhere to the legislative requirements set out in the Care Act 2014.

22.3 The Provider will sign up to and be familiar with the Nottingham and Nottinghamshire Multi Agency Safeguarding Vulnerable Adults Procedure and the Nottinghamshire Multi Agency Safeguarding Vulnerable Adults Guidance and their responsibilities detailed within these.

22.4 Providers will have a safeguarding policy in place that aligns with and makes reference to Nottingham and Nottinghamshire Multi-Agency Safeguarding Vulnerable Adults Procedure for Raising a Concern and Referring.

22.5 The Provider must ensure the following:

a) People who use the services are protected from abuse and neglect, and their human rights are respected and upheld.
b) All employed staff or volunteers have undertaken an enhanced Disclosure and Barring check.
c) If the employee or volunteer has lived outside the United Kingdom of Great Britain and Northern Ireland for more than two years (cumulatively or continually) from the age of 16 years upwards the Provider shall also undertake additional checks equivalent to an enhanced Disclosure and Barring check or obtain a certificate of good conduct from the appropriate embassy and/or police force and/or obtain references and carry out background checks in respect of such person before allowing them to perform the services under this agreement .
d) The Provider must have a policy and system in place to ensure full compliance with legislative requirement set out in the Health and Social Care Act 2008.
e) The Provider will have a clear and accountable procedure for following up staff concerns about the wellbeing of people using services. This will include a risk assessment of other people the staff member may have had contact with. The procedure must make it explicit regarding the process of referring staff to regulatory bodies should allegations of abuse or neglect be upheld.
f) The Provider will be aware of their Duty of Candour responsibilities as set out in CQC regulations.
g) Safer recruitment procedures will be adhered to and must include agency staff commissioned by the Provider. This will include undertaking Right to Work in the UK checks and be in line with modern Day Slavery Legislation.
h) All safeguarding referrals must be logged and outcomes recorded. There must be evidence that the person using services and / or their advocate is informed of the referral.
i) The Provider must establish internal safeguarding policy and procedures as appropriate to the size of the organization, which are in accordance

with the Care Act and local Adult Safeguarding procedures, including clear reporting arrangements.

j) All Commissioning organisations require Providers to co-operate with investigations of abuse, including appropriate representation at safeguarding meetings. Providers will submit action plans in response to recommendations arising from safeguarding investigations as required.

k) Commissioning organisations require Providers to contribute to all major incidents which require multi agency review and safeguarding adults review processes when instigated by the Nottingham City/ Nottinghamshire Adult Safeguarding Boards

22.6 Providers will also have in place a specific children's safeguarding policy in line with the Interagency Safeguarding Children Procedures of the Nottinghamshire Safeguarding Children Board and the Nottingham City Safeguarding Children Board.

23. Mobilisation and Timing

23.1 The Provider shall respond to a request for a new service by confirming acceptance or rejection in writing to the referring operational worker by encrypted e-mail and by contacting the Service User to make arrangements to start the service within the following timescales:

- Payroll – within five working days of referral
- Managed account – within five working days of referral
- Employment support; Initial information and advice – within 5 working days of referral
- Employment Support; recruitment – within 5 working days of referral
- Employment Support; being an employer – within 5 working days of referral

23.2 The Provider will acknowledge all queries about on-going service provision within one working day and make an initial response to queries within two working days.

23.3 For new services the above timescales will apply. Where a provider is currently providing services to a Service User in receipt of a Direct Payment provided by any of the Commissioning Partners, these services will move over to the terms and conditions of the Framework Agreement. This will be done within an 18 month period in line with when the package is next reviewed.

23.4 For existing Service Users who are in receipt of a service from a Provider who is not on the new Framework Agreement, their packages will be reviewed within an 18 month period. The Service User at this stage will have the option to move to a Provider who is part of the Framework Agreement and where this is chosen, they will be provided with a brochure of all providers for them to make a choice of who to go with. Where they move to a Framework Provider the Provider will pick up the service within the timeframes stated in clause 23.1.

24. Expected Outcomes

24.1 User Outcomes

a) Service Users feel confident in the management of their DP and the quality of the services / support they purchase with it;
b) Service Users and Social care staff are able to access the Provider and have effective communication channels in place in order to be able to resolve any potential issues or queries that may arise.

24.2 Service Outcomes

a) The Council is fully assured that Service Users are supported, safe and that DP funding is being used legally and appropriately;
b) Service Users receive the right service/support to meet their needs and outcomes as defined in their individual Care and Support Plan;
c) Other than the agreed contingency planning there is no significant and/or unaccounted DP Customer overspend or underspend where the Service Provider is managing individual Service Users DPs.

25 Quality and Performance Standards and Customer Satisfaction

25.1 Commissioners are committed to commissioning high quality services, which support the delivery of health and social care outcomes. The Provider shall at all reasonable times during the contract period allow authorised officers of the Commissioners or agents acting on their behalf, access to all documents relating to the performance of the service under the Contract.

25.2 The Provider will provide all required information on request for the purpose of monitoring the quality of the service.

25.3 The Provider will be able to demonstrate to Commissioners or an agent acting on their behalf, that it has a commitment to providing quality services and ensuring customer satisfaction. In order to do this the Provider will have developed a quality assurance system, which continuously reviews and improves the standards of service delivery. Such a system will include but not be limited to the following:

a) Seeking the views of people using services, families and advocates. Service User feedback will address all the issues identified in the performance management framework and be reported to Commissioners.
b) Checking that the specified services are consistently being delivered efficiently, effectively and sensitively, taking account of the needs of people using services and their preferences.
c) Ensuring that appropriate changes are promptly made where services are not consistently being delivered efficiently, effectively and sensitively, taking account of the needs of people using services and their preferences.
d) Checking that all records are properly maintained and updated.
e) Regular monitoring and evaluation of complaints, concerns, safeguarding alerts and investigations in addition to the requirements of the Provider's complaints procedure.

f) An annual review of performance and customer satisfaction with the services provided.
g) Participating in any independent quality assurance process.
h) Equality and diversity and health and safety are embedded in service delivery and procedures followed as appropriate.

25.4 The Provider, on request, will meet representatives of the Commissioners, or agents acting on their behalf, to review performance of the contract, including complaints and compliments, the views and comments of the people who use services and their carers and family, and staff expertise.

Contract review meetings

25.5 After the first six months from the contract start date, subsequently on at least an annual basis or otherwise upon request, the Provider will meet with representatives of the Commissioners to:

- Review the quality and the performance of the service, including complaints and compliments, the views and comments of the people who use services and their carers and family, and staff expertise
- Identify areas for improvement
- Inspect the Provider's insurance certificates

25.6 In preparation for these meetings, the Council will produce a Contract Review Report that covers:

- Utilisation of the service
- Performance against set targets
- Outcomes recorded by the service
- Observations on the above

25.7 The Provider will produce a report that addresses the following issues:

- Service compliments and complaints
- Feedback from the people who use services and their carers and family
- Observations on the provision of support services (i.e. are all of the Support hours being used consistently)

25.8 Reports will be made available one month in advance of the scheduled contract review meeting.

Monitoring information

25.9 The Provider will gather data through the delivery of this service on behalf of the Commissioners. The Provider shall make clear to the Service User that all information will be shared with Commissioners, who will use it for the purposes of monitoring the performance of the Provider, measuring the impact of the service and planning future service requirements and improvements, including with health partners.

25.10 Outcomes and Performance Management Framework

Performance Indicator	Threshold	Method of measurement	Consequence of breach
Management information and performance reports submitted to the Commissioner 1 month before contract review/operational meeting. This will include all Policies codes and practices included within the service specification.	On-time	E-mail receipt of required monitoring	Review of performance by the Commissioner and, as required the development and implementation of an action plan by the provider, to be agreed with the Commissioner
Employment Support			
Service users are provided with the appropriate support to enable them to be an employer in line with service specification requirements including timeframes. These will include recruitment of PAs within 12 weeks in 85% of the cases and ensuring Employer Liability Insurance and employment contracts are in place for 100% of DP recipients employing staff.	90% 85% rate of successful recruitment of PAs within 12 weeks 100% provision of employment contracts and Employer Liability Insurance.	Service User feedback Service user feedback Provider management information Sample review by Commissioner	As above
Service Users report feeling appropriately	85%	Service User/Employee	As above

supported to manage their PA/staff and overall satisfaction with service offered.		feedback	
Payroll			
Payroll is set up within 15 working days upon receipt of the referral.	100%	Provider management information	As above
Checks are carried out to confirm that PAs paid through auto-payment arrangements continue to be in post.	100%	Provider management information	As above
Service users report overall satisfaction with the service provided.	85%	Service User feedback	As above
Managed Accounts			
Funds paid into a central provider account (if used) are reconciled to individual service user accounts within 4 weeks of having been received and account statements indicate source and destination of all income and expenditure (in line with support plan) and are returned within 21 days of audit request for Nottingham County Council and every 6 months on agreed date to Nottingham City Council.	100%	Reviewed as part of the audit of individual service user accounts	As above
All service users required to pay personal contributions have a written agreement, setting out the arrangements made for payment.	100%	Sample agreements to be provided upon request.	
Payment of invoices is made within 30 days.	100%	Reviewed as part of the audit of individual service user accounts	
Funds are returned to the commissioning agency upon request within 6 weeks	100%	Reviewed as part of the audit of individual service user accounts	

Access, service availability and response times			
All referrals are accepted unless otherwise explained and reported to the relevant Commissioner	100%	Provider management information	
For Managed Accounts and Employments Support all referrals are picked up within 5 working days, with initial employment advice being within 2 working days	100%	Provider management information	
Service Users report that they have access to telephone/online support when they need it.	100%	Service User feedback	

25.11 Management Information relating to the relevant Commissioning Partner to be supplied on an annual basis as part of the contract review

25.11.1 An excel spreadsheet listing all service users cumulatively, from the start date of the contract.

For each service user;

a) Name of the commissioning agency
b) Service elements to include:
   - Initial information and advice
   - Recruitment
   - Being an employer
   - DBS checks
   - Payroll, band one
   - Payroll, band two
   - Payroll band three
   - Managed accounts
   - One off additional hours of support –number of hours provided – brief summary of reason for support.
   - Ongoing additional hours of support – number of hours per week – brief summary of reasons for support
c) For each service element used:
   - the date of referral,

- the date of the initial contact
- start and finish date of each service element used

25.11.2 The spread-sheet must be actively maintained and be available to share with Commissioners upon request. For normal monitoring purposes the spreadsheet will be anonymised, but if required for operational purposes the provider will, upon request, share personalised records relating to service users of the requesting agency.

A. Details of any referrals not accepted with dates, reasons for non-acceptance and record of discussion with commissioning agency.

B. Summary of complaints/commendations received, with dates, action taken and how resolved.

C. Summary of customer feedback satisfaction work. Customer feedback will cover all areas identified in the performance management framework.

D. Copy of employment support information pack

E. Record of the timescales and outcomes associated with referrals to recruit PAs- to include:

- Date of initial referral, name of service user, number of PAs to be recruited, summary of advertising outlets used, date of completion of initial recruitment exercise and outcome. If exercise was unsuccessful, brief explanation of potential reasons why.
- Record of further recruitment exercises required because initial recruitment was unsuccessful, name of service user, number of PAs to be recruited, summary of advertising outlets used, date of completion of follow up recruitment exercise and outcome. If exercise was unsuccessful, brief explanation of potential reasons why.

F. Record of checks to confirm appropriate contract/ terms and conditions are in place prior to PAs starting work

G. Record of all payroll services not set up within 15 working days of referral, with an explanation of why this happened.

H. Record of 3 monthly checks to confirm that service users with PAs paid for through auto-payment arrangements continue in employment (anonymised records.)

I. Copy of the annual independent auditors' report into the providers finances, which will include a consideration of the management of accounts held by the provider for the purpose of administering individual DPs.

J. Examples of where service delivery has contributed to local social value outcomes

26. Complaints and Customer relations

The Provider will have complaint procedures that are open to all stakeholders including Service Users, their families and representatives, carers and professional staff from contracting agencies. The provider must include processes that are in place where there has been / could be a potential breakdown in relationship with the DP recipient. The complaints procedures must be ratified by the Council. The Provider will make Service Users aware of the procedure and act in accordance with its provisions.

27. Social Value and Ethics

The Provider will be able to demonstrate that the service provides Social Value which could include the following:

- Supply chain opportunities advertised locally
- Real Living wage (Living Wage Foundation) is paid to all employees
- volunteering opportunities
- offering of apprenticeships or a commitment to ensuring that your workforce "reflects the communities you serve"
- making available facilities for local communities,
- undertaking additional activities for the benefit of local communities,
- specific and proportionate environmental requirements etc

28. Equality & Diversity

28.1 It is the responsibility of Providers to actively meet the Public Sector Equality Duty of the Equality Act 2010 as it relates to the nine protected characteristics.

28.2 The Public Sector Equality Duty requires that in the exercise of any functions 'due regard' must be exercised to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by the Act

- Advance equality of opportunity between people who share a characteristic and those who do not
- Foster good relations between people who share a characteristic and those who do not

28.3 This can be evidenced by:

- Promoting equality of access to services and of employment opportunity
- Ensuring effective data capturing and analysis of service provision
- Conducting Equality Impact Assessments (EIAs) on policies, procedures and services

28.4 It is required that services have a clear published plan of action to achieve the equality principles in the equality duties.

29. Price / Funding

29.1 Price of Service:

Employment Support	Price, including VAT	Payment type
Element 1; Becoming an employer; initial information and advice	[redacted]	One-off payment
Element 2; Recruitment	[redacted]	One-off payment
Element 3; Being an employer	[redacted]	One-off payment
Element 4; Enhanced DBS checks, per check including payment to the Disclosure and Barring Service.	[redacted]	One -off payment – price covers the cost of the check as charged by the Disclosure and Barring Service.
Element 5; Additional support, hourly rate	[redacted]	To be agreed in advance with the operational worker depending on need and circumstances. This could be a one-off or ongoing payment

Payroll	Price, including VAT	Payment type
For 1-3 PAs	[redacted] **per year** ([redacted] per week)	On-going payment, paid in weekly instalments 4 weeks in arrears

For 4-6 PAs	[redacted] **per year** ([redacted] per week)	On-going payment, paid in 4 weekly instalments 4 weeks in arrears
For 7 or more PAs	[redacted] **per year** ([redacted] per week)	On-going payment, paid in 4 weekly instalments 4 weeks in arrears
Managed Accounts	**Price, including VAT**	**Payment type**
For all accounts	[redacted] **per year** ([redacted] per week)	On-going payment, paid in 4 weekly instalments 4 weeks in arrears

Additional support	**Price, including VAT**	**Payment type**
Additional support, hourly rate	[redacted] **per hour**	To be agreed in advance with the operational worker depending on need and circumstances. This could be a one-off or an ongoing payment, paid in 4 weekly instalments 4 weeks in arrears

29.2 For payroll and managed account services, if the service is no longer needed, Commissioners will give a minimum of 4 weeks' notice. This will apply from the date the Provider is notified by the operational worker that the service user no longer requires the service Payment will continue for 4 weeks, during which time the Provider will complete all work necessary to close down the service.

29.3 The Provider will be paid for the service by bank transfer in line with the Purchase order / order form every 4 weeks in arrears. This will be the case for both regular and one off payments.