

**SCHEDULE 1 PART 6:****SOCIAL CARE**

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**1. Definitions and Interpretation**

1.1 For the purpose of this **Part 6 (Social Care) of Schedule 1 (Authority's Custodial Service Requirements)** unless the context otherwise requires:

**"Approved Premises" or "AP"** means an address to which a Prisoner has been approved to reside by their probation service provider, which may in some instances have embedded Authority staff providing additional supervision after release;

**"Care Act"** means the Care Act 2014;

**"Care Act Statutory Guidance"** means the guidance contained in chapter 17 of the "Care and Support Statutory Guidance Issued under the Care Act 2014" by the Department of Health, which provides fuller details of Local Authority and Prison responsibilities and which are also reflected in PSI 03/2016 (as amended from time to time); and

**"Memorandum of Understanding (MOU)"** has the meaning given to it in PSI 03/2016 (as may be amended from time to time).

**2. Introduction**

2.1 The Contractor is the provider of Custodial Services as represented by the Director and is responsible and accountable for discharging an overall duty of care to Prisoners.

2.2 Prisoners are entitled to receive the same level of care, support and provision of Social Care Services equivalent to if they were a member of the local community. Section 76 of the Care Act determines the responsibilities for the provision of care and support for adult prisoners and the Care Act Statutory Guidance provides further details on Social Care Service Provider and Prison responsibilities. Prisoners are entitled to have their needs assessed by the Social Care Service Provider, and where they meet the national eligibility criteria set out in the Care Act, have Social Care Services provided by the Social Care Service Provider. Where a Prisoner does not meet the eligibility threshold, they are still entitled to receive information and advice from the Social Care Service Provider on how to prevent, reduce or delay such needs arising and, at the discretion of the Resident Local Authority, receive provisions (normally items of equipment) that support that objective.

- 2.3 The aim of the Social Care Service is to improve the ability of a relevant Prisoner to meet a range of outcomes in their day to day lives namely:
- 2.3.1 managing and maintain nutrition;
  - 2.3.2 maintaining personal hygiene;
  - 2.3.3 managing toilet needs;
  - 2.3.4 being appropriately clothed;
  - 2.3.5 being able to make use of the home (i.e. the Prison) safely;
  - 2.3.6 maintaining a habitable home (Prison Cell) environment;
  - 2.3.7 developing and maintaining family and other personal relationships;
  - 2.3.8 accessing and engaging in work, training, education or volunteering (equivalent to other prisoners);
  - 2.3.9 making use of necessary facilities or services in the local community (the Prison) including recreational facilities; and
  - 2.3.10 carrying out any caring responsibilities the adult has for a child (as appropriate when in Prison).
- 2.4 The role of the Contractor is to support and enable the provision of Social Care Services by the Social Care Service Provider in accordance with Authority Policies, Legislation, Guidance, and publications issued by HMPPS and the Department of Health and Social Care (or such department as may replace it from time to time) in relation to the transformation and personalisation of public services in health and social care. The Contractor is responsible for ensuring compliance with the requirements of all Legislation applicable to the provision of social care to Prisoners including but not limited to those set out in **Appendix 1** to this **Part 6 (Social Care)** of **Schedule 1 (Authority's Custodial Service Requirements)**.
- 2.5 In accordance with the COR, the Contractor shall support access to Social Care Services in the Prison including continuity of care through the prison estate, resettlement/transition into the community and post-custody. In doing so, the Contractor shall undertake all mandatory actions in PSI 03/2016 (Adult Social Care) (as amended from time to time), including undertaking any actions identified in the Care and Support Plans (as such term is defined in chapter 7 of PSI 03/2016) to enable a Prisoner to regain or maintain maximum independent living skills and to remove the need for/reduce the amount of Social Care Services required by that Prisoner.

2.6 The Contractor shall not prevent or hinder the Social Care Service Provider in its efficient and timely delivery of the Social Care Services.

3. **General Obligations**

3.1 The Contractor shall ensure the timely and effective provision of Social Care Services to Prisoners and achieve the objectives set out in **paragraph 2 (Introduction)** above, in accordance with the provisions of **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and this **Part 6 (Social Care) of Schedule 1 (Authority's Custodial Service Requirements)**. In order to achieve this the Contractor shall ensure that it:

3.1.1 identifies potential social care needs of Prisoners at the earliest opportunity upon entry into Prison;

3.1.2 has a process to identify changing or potential emerging social care needs that present after initial screening throughout a Prisoner's time spent in prison custody, which must include a process for self-referral to the Social Care Service Provider by Prisoners;

3.1.3 refers any Prisoner identified as having a potential social care need to the Resident Local Authority within two (2) Business Days of identification;

3.1.4 provides Prisoners with information relating to Social Care Services; and

3.1.5 provides timely and suitable access by the relevant Social Care Service Provider to a Prisoner for the purposes of undertaking an assessment of social care need and delivery of Social Care Services to that Prisoner.

3.2 Where a Social Care Service Provider advises the Contractor that a Prisoner does not satisfy the eligibility criteria for Social Care Services then the Contractor shall:

3.2.1 continue to ensure that the overall duty of care such Prisoner is met; and

3.2.2 ensure that the factors limiting a Prisoner's ability to engage with the Prison Regime or services are removed, minimised or mitigated as appropriate to the needs of the individual Prisoner.

3.3 Pursuant to **Part 1 (Custodial service) of Schedule 1 (Authority's Custodial Service Requirements)** and in supporting access to Social Care Services in the Prison (including continuity of care through the prison estate and post-custody into the community) the Contractor shall:

3.3.1 ensure that Social Care Service Providers are able to operate safely and securely within Prison;

- 3.3.2 ensure that Social Care Service Providers can access Prisoners at the time and in the location most suitable to each Prisoner's need;
  - 3.3.3 ensure there is local collaboration and partnership working between the Prison, other prisons, probation services and Local Authorities for care and support; and
  - 3.3.4 assist Social Care Service Providers to contribute to the reduction in health inequalities across the Prison and ensure, as a minimum, equivalence of care when compared to those in the community.
- 3.4 The Contractor shall work toward the following shared objectives with Social Care Service Providers, as set out in the Local Partnership Agreement, of ensuring:
- 3.4.1 improvements in quality of life and the promotion of independence and maximisation of independent living skills of Prisoners;
  - 3.4.2 personal dignity and respect is offered to Prisoners; that they assist, and comply with instructions from, Social Care Service Providers to ensure the Social Care Service is sensitive and appropriate and designed so that it is inclusive of anyone who requires support;
  - 3.4.3 facilitation of timely discharge from hospital and the promotion of a reduced need for hospital admissions in accordance with **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)**;
  - 3.4.4 a reduction in the need for, or level of, additional external assistance Prisoners require to live independently within the custodial setting;
  - 3.4.5 a reduction of reoffending of Prisoners by supporting rehabilitation by addressing health and social care related needs; and
  - 3.4.6 continuity of care and support for Prisoners who move or who are released is enhanced through timely exchange of information and joint planning with, and between, both the Resident Local Authority of the current prisoner and either the Resident Local Authority of the Prison to which they will be moving or the Local Authority to which the Prisoner will be being released to.
- 3.5 The Contractor shall nominate a member of the Contractor Staff to be the Prison's lead for 'Adult Social Care' who shall have responsibility for liaising with relevant Local Authorities and Social Care Service Providers. This person shall ensure that the Contractor works in partnership with the Social Care Service Providers and those engaged in the management and support of people in Prison and on release with the aim at all times to maximise the ability of Prisoners in Prison to be empowered to take responsibility for their own care and support but also to ensure that an

individual's needs are recognised and met whilst working to the requirements of the secure environment.

- 3.6 The Contractor shall agree and sign a Memorandum of Understanding with relevant Social Care Service Providers that documents the local arrangements in place for care and support services, including suitable dispute procedures for the resolution of any issues in line with the requirements set out in [PSI 04/2012](#) (as amended from time to time) and **clause 14.6 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**.
- 3.7 The Contractor shall ensure that the Memorandum of Understanding supports and informs the Social Care Services and can (at the agreement of the parties) form part of the Local Delivery Board.
- 3.8 The Contractor shall ensure that the Memorandum of Understanding shall:
- 3.8.1 clearly set out the responsibilities and service standards for all relevant Custodial Services and Social Care Services;
  - 3.8.2 describe joint working arrangements and how these will efficiently and effectively deliver the requirements of all relevant service specifications in accordance with the Authority Policies and pursuant to the COR for the enabling of third party services to Prisoners including Social Care Services; and
  - 3.8.3 set out the terms for local governance of such joint working, including mechanisms for resolution of any disputes which may arise, the escalation of disputes where not resolved locally, information sharing (as appropriate) and provide for the review of arrangements in line with policy, delivery and Legislation requirements which may change over time.
- 3.9 The Contractor shall, as part of its obligations to support access to Social Care Services in the Prison, co-operate and work with the Resident Local Authority regarding the commissioning and provision of Social Care Services, any changes and future service planning (including contributing to the regular needs assessment for the population in the Prison) and support planning for the provision of services for Prisoners released from the Prison.
- 3.10 The Contractor shall ensure that, as far as operationally possible, the Resident Local Authority is given adequate notice of Prisoners who are due to be released into the community (including to Approved Premises) and who may have care and support needs on release. This is to ensure that the Resident Local Authority can ensure that assessments are undertaken and appropriate liaison takes place with the Local Authority to which the Prisoner will be released to ensure that there is suitable support available for the Prisoner on release. This may also include liaison by the Resident Local Authority with housing authorities in order to facilitate them delivering their responsibilities under the Homelessness Reduction Act 2017.

**4. Appointment of Social Care Service Providers**

4.1 Where required by the Authority or the Resident Local Authority (as applicable) the Contractor shall contribute to the Resident Local Authority's procurement process including contract award although the final decision will sit with the Resident Local Authority. Final decisions on the appointment of Social Care Service Providers for the Prison will be taken by the Resident Local Authority in their role as the commissioners of Social Care Services.

**5. Contractor's Areas of Responsibility**

5.1 Pursuant to **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)** the Contractor shall develop a 'whole Prison' approach to health and wellbeing, the overall aim of which shall be to promote the health and wellbeing of those within it, both Contractor Staff and Prisoners. The Contractor's approach shall align its resources, facilities and the Custodial Services with the services, resources and facilities of Social Care Service Providers in addition to those from the Healthcare Provider, as well as enable positive action by Prisoners to improve their health and wellbeing and the health and wellbeing of others.

5.2 Pursuant to **paragraph 5.1 (Contractor's Areas of Responsibility)** above the Contractor shall, at its own cost, provide the following activities and services to Prisoners (including the provision of resources for such services):

5.2.1 services to enable and support the safe, effective efficient and timely delivery of Social Care Services to Prisoners, regardless of the identity of Social Care Service Provider and including the identification of Prisoners to the Social Care Service Providers;

5.2.2 the facilitation of timely access by Social Care Service Providers to Prisoners as part of the Prisoner induction process for assessment and delivery of Social Care Services to that Prisoner;

5.2.3 the provision of a Prisoner appointment system for Social Care appointments and the notification of appointments to Prisoners;

5.2.4 the facilitation of Prisoner access to out of hours Social Care Services where the Prisoner's needs cannot be met in any other way. Compliance with this **paragraph 5.2.4** may include (but is not limited to) the training and deployment of suitable Prisoners into social care support worker roles pursuant to **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**;

5.2.5 the facilitation of all Prisoner movement in a timely manner to and from Social Care Service appointments and clinics; including escorting prisoners where required as determined by local risk assessment and management processes pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

- 5.2.6 the facilitation of all the Social Care Service Provider's staff movement in a timely manner around the Prison and/or wider Site wherever they are required to deliver Social Care Services; including escorting such staff where required as determined by local risk assessment and management processes pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.7 provision and maintenance of a safe working environment including the supervision of Prisoners moving to, from or waiting for social care appointments pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.8 jointly working with all other service providers in the Prison to identify and eliminate Prisoner appointment clashes (including family and legal visits);
- 5.2.9 ensuring that a robust disability liaison function is in place which covers all disabilities including physical and learning disability and difficulties, autistic spectrum conditions and other matters to comply with all Legislation relating to equality and disability pursuant to **clause 29 (Compliance)**;
- 5.2.10 ensuring that all Prisoners are assessed for a potential learning disability or autistic spectrum condition using a recognised screening tool (in line with such specifications and instructions as may be provided by the Authority) and that such information is shared with Healthcare Providers and Resident Local Authority to inform the Prisoner's overall management by the Contractor pursuant to **Part 1 (Custodial Services) and Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.11 ensuring Social Care Service Providers are involved in the resettlement process and ensuring there is continuity of care and a comprehensive discharge plan completed (including compliance with the Information Sharing Agreement about Prisoners, and the requesting of Prisoner consent to sharing information where appropriate, pursuant to **Part 1 (Custodial Service) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 5.2.12 ensuring due regard is given to the early engagement with Local Authorities for the commissioning of Social Care Services to ensure continuity of care is maintained for all Prisoners where any Prisoner is transferred to another prison (including compliance with the Information Sharing Agreement about Prisoners, and the requesting of Prisoner consent to sharing information where appropriate, pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**);

- 5.2.13 ensuring Prisoners have access to translators and other assistance if the Prisoner have communication or other difficulties in line with requirements of the Authority as set out in **paragraph 3.7.3 (Provision for Custodial Services) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**, relevant equalities Legislation, Authority Policies and best practice guidance;
- 5.2.14 ensuring prisoners have access to "independent advocates" (as more fully described in the Care Act 2014) – i.e. when the individual would have substantial difficulty in being fully involved in (for example) the assessment, preparation of their care and support plan and its review, and there is no appropriate individual available to support and represent their wishes who is not paid or professionally engaged in providing care or treatment to the person (this includes Custodial Staff);
- 5.2.15 enabling the involvement of Prisoners in the assessment and development of Social Care Services by facilitating access to Prisoners to those undertaking service development, improvement and assessment work through avenues such as focus groups, surveys, prisoner councils and other arrangements; and
- 5.2.16 enabling Prisoners to engage in appropriate purposeful activity including resettlement education, work, social interaction and physical activity.

## **6. Security**

- 6.1 The Contractor shall ensure the security of Prisoners and the safety of the Social Care Service Provider in the Prison pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** including (but not limited to):
- 6.1.1 providing Custodial Staff as required in all settings where social care is provided (including in a Prison Cell where necessary); and
- 6.1.2 agreeing information sharing protocols and procedures with Social Care Service Providers and the Prison security department in line with Data Protection Legislation and the local Information Sharing Agreement, in relation to the identification of risk of harm to self and others.

## **7. Built Environment, Facilities and Equipment**

- 7.1 The Contractor shall maintain a decent built environment pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and **Schedule 11 (Property and Facilities Management)** which meets the access needs of the Prisoner population including the adjustments to the fabric of the building and the provision and maintenance of equipment which may from time to time be required by those with disability related needs.

- 7.2 The Contractor shall ensure that Custodial Staff are provided as necessary to healthcare areas (or such other areas that Social Care Services are carried out) to complete accommodation fabric checks, support meal times, supervise Prison Cell cleaning to required standards pursuant to **paragraph 5 (Cleaning) of Schedule 11 (Property and Facilities Management)** and other requirements to ensure that the safety of the environment including the biological safety is maintained.
- 7.3 The Contractor shall ensure that all healthcare areas and areas where Healthcare Services (or such other areas that Social Care Services are carried out) are provided (including all facilities and fixed equipment it is responsible for under this Contract) are appropriately cleaned, maintained, repaired and replaced in accordance with manufacturer's instructions and shall comply with 'The Health and Social Care Act 2008 Code of Practice on the prevention and control of infections and related guidance' (available via <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>), as may be amended from time to time.
- 7.4 The Contractor is responsible for the fixed social care assets (including fixed air conditioning units) and shall maintain a register including description, location, current value and replacement value and must make this available to the Authority and Relevant Authority within two (2) Business Days of request. These fixed assets shall be included in the Equipment Register.
- 7.5 For the avoidance of doubt, the Social Care Service Provider or Local Authority (as may be determined between them) shall maintain responsibility for relevant non-fixed social care items, including the cleaning, maintenance, repair and replacement in accordance with manufacturer's instructions.
- 7.6 The Contractor shall advise the Social Care Service Provider of any equipment that the Social Care Service Provider has provided that needs replacement or repair and to facilitate safe access by its agents to undertake routine servicing, repair or replacement of such equipment.
- 7.7 The Contractor shall ensure the speedy processing of any equipment provided by the Social Care Service Provider or Resident Local Authority being brought into the Prison to support the independent living of a Prisoner.
- 7.8 The Contractor shall manage and remove clinical and non-clinical waste from the Prison including any areas used solely by Social Care Service Providers, in accordance with 'The Health and Social Care Act 2008 Code of Practice on the prevention and control of infections and related guidance' (available via <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>), as may be amended from time to time and all related Legislation.

- 7.9 The Contractor shall enable or arrange such Authority's ICT Systems and Contractor's ICT Systems access as may be required by Social Care Service Providers for the purposes of undertaking its responsibilities.
- 7.10 With the prior written consent of the Authority, the Contractor may (on a case by case basis), agree with the Social Care Service Provider, under the terms of a Local Partnership Agreement, to share use of ICT systems.
- 7.11 Where shared use is approved pursuant to **paragraph 7.10 (Built Environment, Facilities and Equipment)**, the Contractor shall provide the Social Care Service Provider with such access to the Contractor's ICT System required for the purposes of undertaking its responsibilities at no cost to the Social Care Service Provider, with such security and levels of access being agreed by the Local Delivery Board.
- 7.12 If the Social Care Service Provider requires access to the Authority's ICT System for the purposes of undertaking its responsibilities, the Contractor shall facilitate such access at no cost to the Social Care Service Provider.
8. **Workforce**
- 8.1 The Contractor shall ensure there is a nominated senior management grade lead who shall be responsible for leading the collaboration and supporting the Social Care Service Providers and Custodial Staff in enabling delivery of social care to Prisoners.
- 8.2 The Contractor shall ensure that Custodial Staff are provided with social care awareness training.
- 8.3 Where such security clearance is required the Contractor shall complete the timely processing of security clearance for Social Care Service Providers so as not to reduce the ability of the Social Care Service Provider to deliver the Social Care Services.
- 8.4 The Contractor shall provide a schedule of training agreed as part of the Memorandum of Understanding to be provided by the Contractor to Social Care Service Providers where the Contractor deems it necessary to enable Social Care Service Providers to discharge their responsibilities in a custodial environment as part of the Memorandum of Understanding. The training shall include a prison induction and all training elements, including safeguarding, required by the Contractor for it to be satisfied that all staff working in the Prison and carrying keys can meet the responsibilities required of them pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**.
- 8.5 The Contractor, where it deems it appropriate, shall provide Social Care Service Provider staff, at no cost to the Social Care Service Provider, with keys (except Prison Cell keys), belts, chains,

radios and other equipment as may be required to facilitate the discharge of their social care duties.

**9. Inspections and Investigations**

9.1 The Contractor shall enable full, unfettered and timely access to all areas of the Prison for the purposes of inspection as required by the Care Quality Commission or other health inspection authorities from time to time or otherwise are required by applicable Legislation.

9.2 The Contractor must enable the Social Care Service Providers to implement the social care outcomes from inspections and investigations.

9.3 Where the Care Quality Commission makes findings and recommendations relating to Social Care Services and for which the Contractor is responsible the contractor must work with Social Care Service Providers to agree a response to address the findings and recommendations.

**10. Resolution of Disputes**

10.1 The Contractor shall make every effort to resolve any disputes with Social Care Service Providers and the Relevant Authority which may arise about the enabling and delivery of Social Care Services in the Prison, in accordance with the processes set out in the Local Partnership Agreement.

10.2 Any dispute not resolved through the Local Partnership Agreement can be referred by the Contractor to the Authority, which shall use its reasonable endeavours to reach a resolution with the relevant Authority Representatives including the commissioners of Social Care Services, (if required) the Social Care Service Provider and (if required) the Department of Health and Social Care.

10.3 While any matter concerning the enabling and delivery of Social Care Services in the Prison is in dispute and remains unresolved, the Contractor shall take such actions and provide such services as may be reasonably required by the Authority.

1. [PSI 03/2016 Adult Social Care](#);
2. [PSI 17/2015-Prisoners-Assisting-Other-Prisoners](#);
3. [The Care Act 2014](#);
4. The National Personalisation Agenda;
5. 'High Quality Care For All –NHS Next Stage Review' (2008);
6. The Health and Social Care Act (2012);
7. Age UK (2014). Agenda for Later Life;
8. Francis Report: greater emphasis on person/patient centred quality services. Patient/public considered first and foremost;
9. National Service Framework (NSF) for older people (DH 2001);
10. National Dementia Strategy (DH 2009);
11. Delivering Care Closer to Home: meeting the challenge (DH 2008);
12. Equality Duty in the Equality Act (2010) dealing with age discrimination in health and social care coming into legal force;
13. Quality Care for Older People with Urgent and Emergency Care Needs - The Silver Book (2013);
14. The Care Quality Commission Regulations;
15. [The Equality Act 2010](#);
16. [The Data Protection Act 2018](#);
17. [The Human Rights Act 1998](#);
18. National Service Framework for Long-Term Conditions 2005;
19. The White Paper (2006) "*Our Health, Our Care, Our Say: a new direction for community services*";
20. The concordat "*Putting People First: a shared vision and commitment for the transformation of adult social services*"(2007);
21. The Local Authority Circular "*Transforming Social Care*";

22. The publication "*Think Local, Act Personal*" (Department of Health, January 2011);
23. "*A Vision for Adult Social Care: Capable Communities and Active Citizens*" (Department of Health 2010);
24. The White Paper "*Equity and Excellence: Liberating the NHS*";
25. *Healthy Lives, Brighter Futures* (2009); and
26. "*Making life better for older people: An economic case for preventative services*".