

### Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **22<sup>ND</sup> MARCH 2022**, between **BLOOM PROCUREMENT SERVICES LTD** and **SOCIAL CARE INSTITUTE FOR EXCELLENCE (SCIE)**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **BLOOM PROCUREMENT SERVICES LTD** have been authorised to obtain the following services on behalf of the Authority.

<b>Project Number:</b>	Project_5051 Contract_10340
<b>Project Name:</b>	NEPRO3 - Review of Residential and Non-Residential Care Charging Policies
<b>SPS Provider:</b>	Social Care Institute for Excellence (SCIE)
<b>For the attention of:</b>	Gerard Crofton-Martin
<b>E-mail:</b>	Gerard.Crofton-Martin@scie.org.uk
<b>Telephone number:</b>	02077667433
<b>Address:</b>	Social Care Institute for Excellence (SCIE) SCIE, Isosceles Head Office, One High Street, Egham TW20 9HJ UNITED KINGDOM

#### **Description of Specialist Professional Services / deliverables required:**

Social Care Institute for Excellence (SCIE) have been appointed by Bloom Procurement Services Ltd on behalf of Kent County Council to deliver the below scope of work:

SCIE will examine the internal facing charging policy documents and assess the degree to which they are deemed consistent with the Care Act provisions, the relevant regulations, and the care and support statutory guidance.

SCIE will specifically look at compliance with legislation for the following:

- Disability related expenditure allowance,
- Respite care,
- Direct payments,
- Savings credit,
- Tariff income,
- Deferred payments,

- Debt management,
- 26 -week property disregard (Graham Care Group (Care Suites),
- Deprivation of assets,
- Inclusion of rent when person is living with a relative or family (no documented tenancy agreement),
- Notional Charging,
- Equality Act consideration with regards income disregards.

Potential to change existing policy in the following areas:

- Discretionary Funding,
- Allowances. For example, KCC allows an extra £10 per week for home commitments (£5 for one of a couple) and inclusion of deputyship charges,
- Attendance Allowance / Disability Living Allowance / Personal Independence Payments,
- Treatment of Income when charging one of a couple,
- Arranging Support for Self-Funders (Non-Residential) & Arrangement Fee,
- 3<sup>rd</sup> Party Top Up's,
- Charging for Transport,
- Respite Offer / Charging for respite,
- Dual Services whilst in residential & Charging,
- S117 charging linked to reviews.

## Functional Requirements

SCIE will assess the operating process in relation to the key charging policy areas, informed by the issues identified from above.

SCIE will specifically look at:

- Charging Policy for home care and other non-residential services 2022-20232,
- Charging policy for residential and nursing care home placement 2022-2023,
- Disability Related Expenditure Assessment (DREA) Practice Guidance 2022-2023,
- Graham Care Group- Practice Guidance,
- Discretionary Funding - Practice Guidance in the application of defensible decision making,
- Non-discretionary Funding (temporary basis)- self funder lacking capacity,
- Shared Lives Placement Finance and Charging,
- Deprivation of Assets Practice Guidance,
- Wellbeing Charge Practice Guidance,
- Direct Payments Policy & Practice Guidance.

SCIE will identify the policy and practice areas of inconsistency from the above (if any) and as a result confirm to the council the potential policy or practice it may wish to consider changing in the future.

In meeting these aims, SCIE will:

- Interview key officers with responsibility for the charging policies in both operational practice and the Client Financial Services function to inform the understanding of the issues, and any lessons to be learned.
- Highlight where the identified issues may require a council response in the form of a policy change.
- Consider any disparities as an outcome of the review and then state what may be required to be achieved to ensure full compliance where this is not currently the case.

At the end of the review SCIE will be required to present to the relevant Adult Social Care and Health Management team.

A successful outcome will demonstrate:		
<ul style="list-style-type: none"> <li>- Comprehensive review of policies.</li> <li>- Identifies areas where the Council complies with statutory responsibilities.</li> <li>- Highlight's areas where the Council policy and/or practice does not comply with the statutory responsibilities.</li> <li>- All agreed milestones are met on time.</li> <li>- Review meeting commitments are met. Frequency of meetings to be confirmed with SCIE.</li> </ul>		
<b>Special licences, consents, conditions required as part of the deliverables?</b>	N/A	
<b>Specialist Professional Services Category (Primary)</b>	Social Care (Adults and Childrens)	
<b>Specialist Professional Services Category (Secondary)</b>	Commissioning and Decommissioning	
<b>Commencement Date</b>	20/02/2023	
<b>Completion Date</b>	31/08/2023	
<b>Total price payable</b>	Total: £44,275.00	
All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract		
<b>Purchase Order No</b>	1684980	
<b>Details of agreed expenses</b>	£600.00	
<b>Agreed Payment Schedule</b> (Milestone schedules to be detailed below)	Payment (Milestones)	Detail
	Payment in full option	Consumption Based
	Other	X
<b>Insurance Cover Required</b> (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	Amount (£)	
	Public Liability	£5,000,000.00
	Employers Liability	£5,000,000.00
	Professional Indemnity	£1,000,000.00

Any further specific requirements	N/A
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#### Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

#### **Milestone reporting and Payment (Subject to agreed 'Service Delivery Plans')**

Description	Deliverables	Invoice Frequency	Total Price
1. 1	Project: project_5051 - NEPRO3 - Review of Residential And Non-	Milestone 1 - Diagnostics:	First Submission £43,675.00

	Residential Care Charging Policies  Payment Schedule 1 - Consumption Based - PO: 1684980	Examine the internal facing charging policy documents and assess the degree to which they are deemed consistent with the Care Act provisions, the relevant regulations, and the care and support statutory guidance.  Milestone 2 - Assess the operating process relating to the key charging policy areas, informed by the issues identified.  Milestone 3 - Identify the policy and practice areas of inconsistency from the above, if any, as a result to confirm to the council the potential policy or practice it may wish to consider changing in future.	Date - 31/05/2023	
1. 2	Expenses			£600.00
<b>Total:</b>				<b>£44,275.00</b>

Total Price	Commencement Date	Currency
£44,275.00	20/02/2023	Pounds Sterling

**Acknowledgment re supervision and control of SPS Provider personnel**

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

## ANNEX 1 – to record permitted project specific processing of personal data

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject matter of the processing	Review of policy documents used by frontline assessment and financial assessment staff.
2	Duration of the processing	The processing of data will be provided for the duration of the review covering for the provision of specialist professional services.  The contract expires on the project end date at which time the information will be reviewed.
3	Nature and purposes of the processing	The purpose of the processing is the fulfillment of the review activity obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the Review Organisation and the Council.
4	Type of Personal Data	No data concerning people who draw on services will be handed over.
5	Categories of Data Subject	No personal data of special category data will be shared with the reviewing organisation.
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Reviewer agrees that all data supplied will be retained no longer that is necessary after the expiry or termination of the Work Order and shall be destroyed as soon as practicable.

**ANNEX 2**

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

<b>Sub-contractor details:</b> (name, address and company registration number)	<b>Nature of sub-processing:</b>	<b>Commencement date and term of contract between Contractor and Sub-processor:</b>
N/A	N/A	N/A

## Signature Area

Organisation Name:

Bloom

Role/Title:

Quality and Compliance Officer

Name:

Rachel Roberts

Signature:

*Rachel Roberts*

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Organisation Name:

Social Care Institute for Excellence (SCIE)

Role/Title:

Supplier

Name:

Gerard Crofton-Martin

Signature:

*Gerard Crofton-Martin*

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