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**Document 2: Specification For:**

**Flexible Purchasing System for Daytime Opportunities in Tameside**

**SERVICE SPECIFICATION**

**FLEXIBLE PURCHASING SYSTEM FOR DAYTIME OPPORTUNITIES IN TAMESIDE**

1. **INTRODUCTION**
   1. The Council is seeking to commission a Framework of providers to provide a range of Daytime Opportunities for individuals requiring care and support.
   2. The Flexible Purchasing System (FPS) will be integral in the delivery of the Council’s strategic direction for Daytime Opportunities that focuses on what individuals want to achieve and meeting their needs, aspirations and preferred outcomes, whilst increasing and maintaining their independence.
   3. The Provider will be responsible for arranging delivery of a range of daytime activities whilst also developing new innovative Daytime Opportunities that are co-produced.
   4. The Providers must make information available to the Council, individuals, families and carers, which offers an insight into its facilities, the services available and its philosophy and where they feel individuals will fit into and benefit from the service on offer.
2. **AIMS, OBJECTIVES AND OUTCOMES**
   1. The aim of the FPS will be to provide modern and comprehensive Daytime Opportunities that are person centred, promotes positive risk taking, and enable individuals to recognise their strengths and achieve their full potential.
   2. The objectives of the FPS are to:

* Deliver a diverse range of options including the use of digital technologies
* Support individuals to achieve their needs, aspirations and outcomes
* Work in partnership with all stakeholders
* Enable individuals to develop and maintain independence
* Develop individuals to become assets to and make a valued contribution as citizens in their local community
* Support individuals to establish and maintain friendships and social contacts both within and outside of their Daytime Opportunities
* Empower individuals to move on to other community, employment, universal services in a bid to expand their environment and where possible not be reliant on commissioned services
  1. The outcomes of the FPS are:
* The individual will have improved access to a range of Daytime Opportunities across the borough
* The individual will achieve their needs, aspirations and outcomes, or demonstrate progress
* The individual will have increased confidence in their skills and abilities
* The individual will have improved knowledge of opportunities of how to independently access/make a valued contribution to their local community
* The Provider will increase the number of individuals who have been supported to access employment, education and community activities and opportunities
* The Provider will increase the number of individuals with autonomy to shape their own service provision
* The Provider will increase the number of individuals and carers who are signposted to access support networks
* The Provider will increase the number of digital opportunities as part of its delivery.

1. **SERVICE DELIVERY**
   1. The FPS will ensure delivery of a diverse range of Daytime Opportunities (incorporating cultural differences), that is spread geographically across the borough of Tameside and will utilise an asset-based approach.
   2. Tameside Brokerage Service will manage referrals and ensure access to a range of options are available to meet an individual’s identified needs, aspirations and outcomes.
   3. The Provider will develop innovative approaches that promote the use of digital technologies to transform lives, enabling individuals to live more independently. This may include access to Daytime Opportunities via a digital offer that ensures accessibility and engagement for all.
   4. The Provider will ensure it contributes towards the Councils strategic aims of Live Well and Age Well for the residents of the borough.
   5. The Provider will ensure that opportunities for service improvements are co-produced with individuals who access the service, their families and carers.
   6. The Provider will work with the Council to review the Service Specification in line with changes in legislation, improvements in practice and the strategic direction for Daytime Opportunities.
   7. The Provider will adopt a robust outcomes approach to their work and thereby play a major part in enabling and maintaining an individual’s presence in their local community.
   8. If Staff, during the course of his/her duties, identifies an emergency situation, sufficient and appropriate action must be taken to ensure the immediate health, safety, and comfort of the person(s).
   9. The Provider must demonstrate that they have written procedures in place to manage any emergency situation including communication timescales and reporting requirements.
   10. Where the Staff member cannot deal with the emergency, the Provider must ensure that senior Staff are immediately available ‘on call’ to manage and provide a response.
2. **REFERRAL** 
   1. The Council will be responsible for assessments, support planning, referrals and the ongoing review and monitoring of the individuals care needs.
   2. The Council will work with the individual to determine the preferred choice of provision.
   3. The Council will make the appropriate referral to the Provider for consideration.
   4. All Information shared between the Parties will be sent using secure methods in line with Information Governance protocols.
   5. The Provider will acknowledge and respond to the request within forty-eight (48) hours of receiving the new referral from the Council.
   6. Following referral, the Provider will review the Support Plan to ensure they can meet the assessed need and then, in consultation with the individual, create a person-centred plan to determine how their aspirations and outcomes will be met.
   7. The Provider will commence the placement within a maximum of two (2) weeks from the point of initial referral.
   8. Once all Parties agree, the Provider will confirm the commencement date with the Council.
   9. The Provider will not have the right to reject eligible referrals except on health and safety grounds and the Provider will deliver a comprehensive rational to the Council on why they are unable to accept referral.
3. **DIRECT PAYMENTS**
   1. It is possible for an Individual to access Daytime Opportunities via a Direct Payment in-line with their care act assessment.
4. **PLACEMENT MANAGEMENT** 
   1. The Provider will develop a person-centred plan for each placement. This plan will:

* demonstrate the agreement identified to meet the specified needs, aspirations and outcomes, in line with the Support Plan and Service Specification
* be reviewed as a minimum every three (3) months and will involve the input of the Individual and their Carers as appropriate
* be open to inspection by the Council to ensure appropriate delivery of the Service

**ContrOCC**

* 1. ContrOCC is Tameside MBCs social care finance software solution.  It is designed to manage complex financial aspects of social care, including payments, financial assessments, and charging for both adults' and children's services.  It aims to replace spreadsheets and improve efficiency by integrating with case management systems offering a streamlined, end-to-end solution.
  2. Key Functions and Features:
* ContrOCC is built to support local authorities in meeting their responsibilities under the Care Act
* It handles complex calculations for payments, financial assessments, and charging across various social care services
* It manages details of council contracts, providers, and commissioned care packages, including pricing and service delivery data
* It integrates with case management systems to ensure data consistency and reduce duplication
* It automates payment processes, ensuring timely payments to providers and highlighting discrepancies
* Provides reporting functionality for analysing data related to contracts and finance
* Offers a web-based portal for providers to access information, submit data, and interact with the local authority
  1. The Provider will take the necessary steps to register and activate an account for access to the ContrOCC provider Portal.
  2. The Provider will be able to access all placements allocated to them via the provider portal. Any discrepancies or errors must be reported to the appropriate Council representative, immediately upon identification.
  3. The Provider must complete accurate attendance information via the provider portal on a weekly basis and will include, where appropriate, reason for absence.
  4. The Provider must take a proactive approach to attendance monitoring and will notify the Brokerage Service and Adult Social Care Duty Team via email to highlight repeat non-attendance.
  5. If it is identified, through standard reporting procedures, that a period of absence has exceeded 21 days, a representative of the Brokerage Service will contact the provider to establish if the placement should be terminated.
  6. It is the Providers responsibility to respond, via the provider portal disputes function, to any billing disputes arising as a result of the information submitted through the provider portal.

1. **REVIEW**
   1. A Support Plan review will be held after six (6) weeks after commencement, then followed by at least an annual review. This will allow progress to be evaluated and wherever possible the move on from the Service to be planned.
   2. If there is a significant change and/or concern, the Provider should contact the Council immediately to report.
2. **CURRENT SERVICE OVERVIEW**
   1. We currently operate a prime provider model for Daytime Opportunities in Tameside.
   2. The market engagement presentation outlined the total number of individuals who access both internal and external provision. A representation of the number individuals accessing externally commissioning Daytime Opportunities in Tameside is detailed in the table below, by Category and Age Band, for the period April 2024 to July 2025.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Period**  **April 2024 - March 2025** | | | **Period**  **April 2025 - July 2025** | | |
| **Primary Support Category** | **18-64** | **64+** | **Total** | **18-64** | **64+** | **Total** |
| Learning Disability Support | 166 | 10 | 176 | 154 | 10 | 164 |
| Mental Health | 1 | 1 | 2 | 0 | 0 | 0 |
| Physical Support - Access and Mobility | 6 | 0 | 6 | 6 | 0 | 6 |
| Physical Support - Personal Care Support | 4 | 2 | 6 | 3 | 0 | 3 |
| Sensory Support - Support for Dual Impairment | 1 | 0 | 1 | 1 | 0 | 1 |
| Social Support - Social Isolation | 1 | 0 | 1 | 0 | 0 | 0 |
| Support with Memory and Cognition | 1 | 2 | 3 | 0 | 2 | 2 |
| **Total** | **180** | **15** | **195** | **164** | **12** | **176** |

* 1. Average commissioned sessions for the period April 2024 to July 2025 is 554 sessions per week, with a 74% average attendance rate.
  2. It is anticipated, that by introducing a range of the session times available for Daytime Opportunities in Tameside, this will improve flexibility and choice for the Individual, resulting in increased satisfaction and improved attendance rates.

1. **FINANCE MODEL** 
   1. The current rate (2025/2026) for Daytime Opportunities in Tameside is £40.99 for a 5-hour session.
   2. Banding structure and fee model for the FPS for Daytime Opportunities in Tameside:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Band** | **Support Level** | **Key Features** | **Example Needs** | **Per Hour (£)** | **5 Hour Session (£)** |
| **Band 1** | Low | Group-based activities, Minimal staff support, Community integration focus | Mild learning disabilities, low-level mental health needs | £8.36 | £41.82 |
| **Band 1 +** | *Additional hourly rate to cover periods of the day when additional support is required, as per assessed need* | | | £15.89 | - |
| **Band 2** | Moderate | Structured daily routines, Moderate staff input, Support with personal care and social skills | Autism spectrum, moderate learning disabilities | £11.00 | £55.00 |
| **Band 2 +** | *Additional hourly rate to cover periods of the day when additional support is required, as per assessed need* | | | £15.89 | - |
| **Band 3** | High | High staff ratio, Specialist input (e.g. SALT, OT), Behavioural support plans | Complex needs, challenging behaviour, dual diagnosis | £16.00 | £80.00 |
| **Band 3 +** | *Additional hourly rate to cover periods of the day when additional support is required, as per assessed need* | | | £20.80 | - |
| **Band 4** | Complex | 1:1 or 2:1 support, Clinical oversight, Bespoke activity planning | Profound and multiple learning disabilities, forensic history | £26.85 | £134.25 |
| **Band 4 +** | *Additional hourly rate to cover periods of the day when additional support is required, as per assessed need* | | | £26.85 | - |

* 1. The banding structure aims to ensure a fair approach to funding and charging for Daytime Opportunities in Tameside.
  2. The purpose of the banding structure is to:
* To ensure consistency, transparency, and fairness in accessing Daytime Opportunities
* To align service provision with individual needs and outcomes
* To support providers in planning and delivering sustainable, high-quality services
  1. The Council, in collaboration with the Provider, will determine the banding allocation per referral.
  2. Individuals may also choose to use their direct payment to purchase their Daytime Opportunities, which can be commissioned with a framework provider or a non-framework provider.

1. **SAFEGUARDING**
   1. The Provider must operate a policy on Safeguarding.
   2. The Provider will follow the Councils’ Safeguarding Adults and Children’s Policy and Making Safeguarding Personal approach. This will be in accordance with The Care Act 2014 which places adults at risk at the centre of all decision making, ensures that their wishes and feelings are taken into account and that their desired goals and outcomes are recognised. The Provider will ensure safeguarding arrangements are person led, enhance participation, choice, control, and improve safety and wellbeing.
   3. The Provider is under a duty to protect the adult from harm and inform the relevant Council. The Provider will contact the Council in the first instance to share their safeguarding concerns. The Council will confirm who is best placed to lead the safeguarding enquiry.
   4. Unless there is a compelling reason why it is inappropriate or unsafe to do so, the Provider will investigate any safeguarding enquiry.  Partner organisations may need to be involved to support the adult to recover.  The focus will be on the wellbeing of the adult at risk.
   5. The Provider will demonstrate a culture of continuous learning and improvement as well as identifying opportunities to draw on what works and promote good practice.
2. **ELIGIBILITY, SCOPE AND INNOVATION**
   1. To be eligible for the Service, the individual must be:

* an adult aged 18 and over
* eligible under the Care Act, 2014 for publicly funded care and support
* ordinarily a resident within the borough of Tameside
  1. When it is determined that the individual has eligible needs the Council considers how those needs can be met. The Individuals eligible for the Service may include those with (list not exhaustive):
* Mental health needs
* Physical and sensory needs
* Long term health and social care needs
* Learning disability needs
* Neurodiverse needs
  1. The Council will not provide:
* Premises from which the Service will operate
* Transport during the operational hours of the Service provision. Transport to and from the Service is not automatically provided and is subject to eligibility as per the assessment process
* Meals or drinks.
  1. The above may be provided by the Service, as part of the Service offer.
  2. The Service will not replace, or duplicate functions provided by other services commissioned by the Council, for example Advocacy Services or the Specialist Day Service for People with Dementia currently provided at Wilshaw House.

1. **INNOVATION**
   1. The Council is looking to work with the FPS Providers to develop innovative solutions and creativity within the Daytime Opportunities offer, that can adapt a variety of approaches depending for example, on the Person’s changing level of need, aspirations and personal choice. In particular the Council is keen to explore how a more comprehensive digital offer can support service delivery and maximise the offer in Tameside.
2. **STAFFING REQUIREMENTS**
   1. The Council requires that every Service shall be maintained on the basis of good personal and professional relationships between the Provider, Provider workforce, individuals who use the Service and their representative(s).
   2. The Provider will have in place a sufficiently trained, appropriately qualified, and competent workforce to meet this Service Specification, having due regard to the public sector ‘Equality Duty’. To this end, the workforce will be trained to meet the needs, values and customs of individuals who access the service and will respect the diverse culture in Tameside.
   3. It is essential that the Provider endeavours to maintain consistency of staff employed to deliver this service.
   4. The Provider will have in place a recruitment strategy to ensure the workforce has the appropriate skills and values to deliver this service. The Provider will accurately maintain all recruitment records and be able to evidence that their processes reflect good industry practice. Evidence shall include (at a minimum) the following:

* Completed application form
* Interview notes
* Job description
* Contract of employment
* Evidence of eligibility to work in the United Kingdom
* Two References (including the most recent employer)
* Full employment history, with gaps adequately & appropriately explained
* Levels of training (as evidenced with qualifications)
* Levels of experience
* The ability to converse at ease with Service Users in accurate spoken English and/or their preferred language
* Appropriate Disclosure and Barring Service checks.

**Quality of Staff**

* 1. The Service will have a person-centred, enabling approach that ensures Staff can act as mentors, coaches, supporters, advocates and ambassadors with an emphasis on co-working, promotion of choice, positive risk taking, and partnership in decision-making.
  2. Given the enabling focused support role of Staff, the following qualities, skills and attributes are essential in recruitment and training:
* Knowledge of local community resources
* A creative approach to problem solving
* A commitment to promote the rights, responsibilities and enable independence
* Good verbal, written communication, and active listening skills
* Know when to seek assistance or supervision and how to engage meaningfully in planned supervision
  1. The key characteristics shall include:
* passion and dedication
* openness
* empathy
* collaboration as equals
* empowering Individuals to have choice and control through asset-based approaches
* loyalty and reliability
* reciprocity
* honesty
* a willingness ‘to go the extra mile’
  1. Staff skills must be combined with a high level of relationship skills – empathy, caring, acceptance, mutual affirmation, an encouragement of responsible risk taking, and positive expectation for the future.

**Staff Conduct**

* 1. It is the responsibility of the Provider to ensure the conduct of its workforce. The Provider will have in place a formal code of conduct which forms part of their contract of employment.
  2. Any misconduct, dishonesty, or behaviour, which is detrimental to the welfare or wellbeing of the Supported Individual, will be thoroughly investigated, initially by the Provider, and may result in the termination of the Contract.
  3. Misconduct includes but is not limited to the following:
* Physical, verbal and/or mental abuse
* Any type of sexual abuse or exploitation
* Neglect of agreed user requirements
* Fraud or theft
  1. The Provider must ensure that all Staff are aware that they must not:
* Accept gifts or financial inducements, be made beneficiary of a will, or obtain any other benefits from supported Individuals. Any such situations must be reported to the Council as soon as is practicably possible
* smoke (including Vaping) whilst conducting the tasks, engaged in activities with Individuals using the Service, or while in premises occupied or used by Individuals who use the Service
* Drink alcohol or be under the influence of alcohol or drugs whilst on duty
* Impose their own cultural, emotional, and spiritual values upon Individuals who use the Service

**Staff Training and Support**

* 1. The Provider must ensure that the workforce has satisfactorily completed an induction programme prior to commencing work in accordance with the delivery of this Service. The induction programme needs to match the service aims, objectives and outcomes to ensure a good understanding of the needs of the individuals accessing the service and has a positive view of their potential. The Induction programme shall therefore include (List not exhaustive):
* Understanding your role
* Your personal development
* Duty of Care
* Equality and Diversity
* Working in a person-centred way
* Effective Communication
* Privacy and Dignity
* Fluids and nutrition
* Awareness of Mental Health, Dementia and Learning Disability
* Safeguarding Adults and Children
* Mental Capacity Act (2005)
* Basic life support
* Health and Safety
* Handling information
* Infection prevention and control
* First Aid
* Oliver McGowan Mandatory Training
* Autism Awareness
  1. The Provider will identify the ongoing training needs of Staff and will ensure they receive suitable development opportunities to have the necessary skills and competence in relation to the delivery of this Service. Records of training must be maintained and be available for inspection by the Council.
  2. The Provider will ensure that staff are given one to one supervision by a line manager, at a minimum four (4) times a year including an annual appraisal, and this shall be formally recorded and records kept of the process and be available for inspection by the Council.

1. **POLICIES AND PROCEDURES**
   1. The Provider must have written policies and procedures that clearly outline the expectations of action to be taken by Staff in all situations. The Provider is responsible for the maintenance of operational policies, including review schedules, communication, signatures, and audit, which safeguard the interests and concerns of individuals supported and ensure the safety and wellbeing of the Staff delivering the service.
   2. Policies and procedures will reflect national and good industry practice guidance. All written policies, procedures and records must be accurately maintained and made available to the Council upon request. These should include but not be limited to:

* The operation of fair employment practices in accordance with legislation, including grievance and disciplinary matters
* Recruitment and selection, including verification of qualifications and written references before employment is offered. This includes the requirement for an enhanced DBS check for all Staff
* Induction, training, development, appraisal, and supervision of Staff ensuring that the skills of Staff match the needs of the Individuals supported by the Service
* Clearly defined management and reporting structures
* Equal opportunities, which apply to Staff and individuals supported by the Service
* Consultation and feedback mechanisms involving individuals supported by the Service and their representative(s), on the standards of Services being supplied
* Complaints procedure that is supplied, publicised, and actively promoted
* GDPR and Information Sharing including Subject Access Requests (SAR) and procedures for investigating and acting on breaches of information security
* Safeguarding including reporting abuse and dealing with abusive situations in accordance with the Council’ Safeguarding policies and Procedures
* First aid procedures
* Health and Safety – complying with all relevant Health and Safety legislation including the recording of incidents and maintaining appropriate records. The Provider has a responsibility to ensure the health and safety of all supported Individuals and Staff
* Risk Assessments in relation to Staff conducting tasks on site and within the community
* Lone Working
* Emergency response
* Business continuity – The Provider must ensure that they build resilience into their solution to support the Council
* The setting of explicit standards for Service delivery
* Whistleblowing
* PIPOT
* Volunteering
* Infection prevention and control
* Care Act 2014 awareness
* Mental Capacity Act 2019 awareness
* Deprivation of Liberty - DoLs understanding

1. **QUALITY STANDARDS AND PERFORMANCE**
   1. The Provider is required to co-operate fully with the Council in conducting any monitoring of the Service.
   2. In order that the Council may evaluate the Provider’s performance under this Agreement the Provider will:

* allow any person authorised by the Council access at any reasonable time without giving notice, and without prejudice to the Individual’s rights to privacy, to all elements of the Service, in order to ensure compliance with the Agreement and applicable legal requirements
* as and when the Council may reasonably require, supply statistical information in such a format and at intervals as may be reasonably determined by the Council and/or Government departments. The Council will give, as soon as reasonably practicable, the Provider advance notice of such requirements in order to ensure that information is being collected by the Provider in a suitable format. All information received will be treated in confidence.
* comply with all reasonable requests relating to the performance of any aspect of the Service, including those areas that demonstrate the Provider’s ability to ensure this Agreement is complied with, such information to be returned to the Council within 10 Working Days of the request
* maintain and make available to the Council on reasonable request, a true, accurate, and systematic set of records as detailed in this Agreement, including details of any complaints raised by the Individual and the outcome thereof
* comply with all reasonable requests of the Council regarding service delivery
  1. The number and frequency of performance meetings shall be agreed by the Council and based upon a risk assessment and the Providers performance but will be, as a minimum, one annual validation visit.
  2. Prior to any announced validation visit the Council will request evidence of the Provider’s performance of the Services. The Council will send a Pre-Visit Questionnaire (PVQ) to the Provider 6 weeks prior to the visit. The Provider shall return this information at least 2 weeks prior to the visit.
  3. The annual validation visit includes, but is not limited to:
* A review of the performance and delivery of the Service during the period of the past twelve months of the Contract
* Proposals to improve the performance and delivery of the Service during the forthcoming year, a summary of the business plan and associated actions, in the form of an improvement plan
* Clear up-to-date operational policies and procedures, which reflect existing national guidance
* Financial Accounts
* Insurance Policy and Schedule
* The Service shall, upon written request from the Council, provide such evidence as the Council may require to verify and audit information supplied
* The Council may carry out a sample survey of the individuals using the service as part of the annual review
* The Service will provide the information on the experience and satisfaction about the service provided
* The Provider is recruiting, and selecting staff in accordance with good industry practice, including Staff are appropriately trained and competent to deliver the service, and holds appropriate information for individuals supported by the Service
* The Provider has systems in place to ensure Individual Plans are person centred and reflective of the Support Plan, have been reviewed in accordance with the Contract and, where appropriate, changes to the Individual Plans have been enacted
* The Provider has effective communications in place to ensure all stakeholders are kept informed with appropriate information
* Any areas of non-compliance that are identified during the validation visit will be transferred into a improvement plan, with clearly defined timescales for compliance
  1. In addition to the qualitative element of performance management, the Council will also require quantitative data information, which will be submitted on a quarterly basis. Information will include, but is not limited to:
* Number of individuals supported at the end of the quarter
* Number of reviews completed - Person-centred plan
* Number of reviews completed - Risk Assessments
* Numbers of referrals to the Service
* Number of referrals accepted
* Number of referrals refused with reasons
* Number of individuals and Carers signposted to access support networks
* Number of individuals returning to Daytime Opportunities after being supported to move on to another service
  1. The Council shall be allowed to examine all relevant documentation, including personnel files relating to the Service. It is a requirement of this Agreement that the Provider uses its best endeavours to obtain the necessary consent from Staff to enable such examination to take place and comply with the Law. For the sake of clarity, the Council shall have no right to view supervisory records that contain personal information but will require evidence that the Provider undertakes regular supervision with Staff.
  2. The Provider will demonstrate that they have, and maintain, a clear approach to quality management in relation to the delivery of the Service. The Provider must have quality assurance systems in place including customer satisfaction surveys, quality checks (announced and unannounced) and continuous improvement plans showing where quality issues are being improved.
  3. Performance management of the contract will focus on the delivery of outcomes and best practice in demonstrating personalisation.
  4. The Council and Provider will work together to evidence quality management that demonstrates individuals are receiving an appropriate level of support and achieving outcomes as identified in their person-centred Support Plan. Where appropriate, each Individual and their representative(s) will be involved in reporting and evaluating on their own experiences in a way that is meaningful to them.
  5. The Council has a fiduciary responsibility to council taxpayers. The Provider shall make available as reasonably requested, such information that will demonstrate the continuing financial viability of the Provider. This may include bank references and audited accounts and copies of accounts prepared for the Inland Revenue, or other financial information deemed appropriate by the Council. The Council will treat this information in the strictest of confidence and use only for the purpose for which it was requested and undertakes to inform the Provider of any concerns which may arise from it.
  6. Should the Provider fail to satisfy the Council (as far a reasonably practicable) that the Services are delivered to the appropriate standards, the Council and the Provider will agree a Service Improvement Plan (SIP). The SIP will include timescales and actions required from the Provider to ensure compliance with this Agreement and to ensure Individuals’ needs are being met.

1. **REVIEW OF SERVICE SPECIFICATION**
   1. This service specification will need to be reviewed in line with changes in legislation or improvements in practice. Should such improvements involve addition costs the Council could hold consent for any modification.