NHS
Kernow
Clinical Commissioning Group

Commissioning Exception Policy for Care at Home & Supported Lifestyles Services

Date approved: 26 February 2019

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Document control sheet

Title of document:	Commissioning Exception Policy Care at Home & Supported Lifestyles Services
Originating Directorate:	Finance
Originating team:	Procurement & Contracting
Document type:	Policy
Subject category:	For example Health & Safety/Information Governance
Author(s) name:	Sarah Foster, Deputy Director Finance Julie Davies, Senior Contract & Procurement Manager Gill Beardsmore, Procurement Manager
Date ratified:	
Ratified by:	Quality & Performance Committee Finance Committee
Review frequency:	Six monthly reviews
To be reviewed by date:	30 June 2019
Target audience:	NHS Kernow Clinical Commissioning Group Provider Market
Can this policy be released under FOI?	Yes

Version control

Version No	Revision date	Revision by	Nature of revisions
1.0	26/11/2018	S. Foster	Creation of Policy
1.1	26/11/2018	G.Beardsmore	Further detail added
1.2	28/11/2018	J. Davies	Further detail added
1.3	05/12/2018	S. Foster	Further amendments made
1.4	02/01/2019	J.Davies	Further amendments made
1.5	25/01/2019	J.Davies	Further amendments made

			following consultation
2.0	06/02/19	S.Foster	Final amendments made following consultation
3.0	26/02/19	Quality & Performance Committee	Ratified

Version	Notes
V1.0	Working draft.
V2.0	Final draft awaiting approval.
V3.0	Ratified and final version, ready for adding to document library.

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Contents

1. Introduction

NHS Kernow Clinical Commissioning Group (NHS Kernow) the Commissioner for Cornwall and Isle of Scilly and Cornwall Council jointly commission Care at Home and Supported Lifestyle services through a Dynamic Purchasing System (DPS) from June 2018 on a three (3) year contract with the option to extend on a one year plus one year basis.

2. Purpose

The purpose of this policy is to clearly articulate the exceptional circumstances where NHS Kernow health funded treatment for Care at Home and Supported Lifestyles will apply.

The policy will ensure that NHS Kernow can ensure effective and efficient safe high quality services are available for individuals.

This policy will be kept under regular review, to ensure that it reflects developments in the domiciliary market regarding clinical and cost effectiveness.

Adherence to this policy will ensure the continuation of effective care for individuals.

3. Definitions

What is meant by exceptional circumstances? There can be no exhaustive definition of the circumstances which are likely to come within the definition of exceptional circumstances. Health's[1i] definition of the word 'exceptional' means 'a person, thing or case to which the general rule is not applicable'.

It may be used to cover such circumstances but this list is not exhaustive: -

- Where timeliness of delivery of the package is of the essence
- Where clinical justification overrides
- To prevent a hospital admission
- To assist a hospital discharge
- To prevent death in the wrong setting

The definition above is wider than the definition within the DPS Agreement of an "exception event" which describes an "exceptional event" as:-

[1] NHS England Commissioning Exceptions Policy www.england.nhs.uk

the occurrence after the DPS Commencement date of:

(a) Technical failure of the Commissioner's ECM System; or
(b) War, civil war, armed conflict or terrorism; or
(c) Nuclear, chemical or biological contamination; or
(d) Lightning, earthquake, fire, flood, storm or extreme weather condition; or
(e) Strike, lockout, industrial dispute,

which directly prevents the Commissioner from being able to implement the Call for Competition procedure for the award of a Call off Agreement;

Health need to award call off agreements or direct contracts, which is the essence of the exception above. Health need to award to Providers that currently are unable or unwilling due to past experience, to implement a full live Electronic Call Monitoring (ECM) system but are willing to be on the DPS and meet other terms and conditions set out in the DPS and Call off agreements. Health also needs to award contracts to Providers that are unable or unwilling to join the DPS but the service they provide meets the needs of the circumstances set out above in Point 3 and all attempts to secure provision through the DPS has failed.

4. Responsibilities

Directors and line managers are responsible for ensuring that staff are made aware of, and are working to, all relevant new and revised policies and similar documentation

The Deputy Director of this policy area is responsible for managing the process of implementation and evaluation of this policy, as well as preparing submissions on a regular basis to the policy area working group, liaising with relevant people and providing training as requested.

The policy area working group are responsible for reviewing the policy reports on a regular basis and providing challenge and feedback to policy area owners.

5. Clinical Commissioning Exceptions

5.1 Electronic Call Monitoring (ECM) DPS Contract Requirements

See attached extracts from the DPS Agreement that relate to the term ECM. To enable the reader to understand the impact of this Exception Policy on the contract extracts, affected clauses are highlighted in yellow. Where the DPS Agreement does not match the need of the Exception Policy, the relevant wording has been struck through.

ECM Contract clauses in the DPS.do

Full version attached to the end of this Policy for reference.

5.1.1 ECM Exceptions

The following exceptions apply:

- For Providers who wish to deliver Health only “live in” supported lifestyles packages of care placed with providers (who may also have legacy social care packages but do not at this time wish to deliver further social care packages). These Providers are by definition servicing packages where a member of the Provider’s staff is already on site working with the individual and therefore is required to be paid for the time they are assigned to that role.

- For Providers who wish to deliver Health only “Care at Home” packages (who may have legacy social care packages but do not at this time wish to deliver further social care packages) These Providers will be required to provide the “ECM data” as the meaning given to it under the definitions in schedule 11 in paragraph 2.1.1 This could be evidenced by excel spreadsheets of rotas and time sheets to support the submitted invoices as part of a minimum data set without implementing a full ECM system. The ECM Data will be set out in a format that is agreed by NHS Kernow and will be referred to as an ECM Visit Report as defined by clause 4.3 and 4.4 of Schedule 11.

  For avoidance of doubt for Health only, this exception amends the wording under clause 4.4 Schedule 11 of the DPS Agreement to remove the items struck through below:-

  4.4 The ECM Visit Report must ~~be run from the ECM System and~~ contain information required by Commissioners to validate invoiced Call Off Agreement Charges, including as a minimum, but not limited to; DPS Order ID number, CC/NHSK ID number, ~~purchase order number~~, date, ~~planned and~~ actual Service Visit start and end times, duration of Service Visit, weekly hours total delivered, carer name, any ECM Excusing Causes ~~and the Real Time recording percentage as evidenced by the ECM System.~~

  NHS Kernow will review on a case by case basis the data being offered to decide if it meets the minimum data set requirement.

For Health, these Providers will not be required to provide the data as detailed under paragraph 2.1.2 of Schedule 11 (ECM Systems) “an ECM system ensures that the ECM Data can be recorded in Real Time” as real time data is not a requirement of NHS Kernow for the management of these Providers, but this is still a requirement for the Council if they also provide new social care packages awarded through the DPS system. Nor can this data be requested of these Providers on behalf of Health unless NHS Kernow has the mechanisms and processes in place to use such information as health and social care data is managed and utilised independently of each other. To request it and not use it will breach NHS Standard Contract clause The NHS Standard Conditions of Contract Service Condition 28.4 which states:

28.4 The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not, without good reason, require the Provider:

5.2 Fast Track

Fast Track is the terminology used through the Continuing Health Care Framework published by NHS England. The framework can be found on the following link: https://www.gov.uk/government/publications/children-and-young-peoples-continuing-care-national-framework

Individuals who are assessed for Fast Track will have a rapidly deteriorating health and entering the terminal phase for the end of their life. The individual should be on the palliative care register and have an advance care plan in place. An NHS health care package may be considered so that an appropriate care and support package can be put in place as soon as possible – usually within 48 hours.

Fast Tracks were initially included as part of the Care at Home service specification but due to the urgency around these specific care packages, it has been agreed that Fast Tracks will not be placed via the DPS buying process in the first instance where an existing specialist End of Life provider is already commissioned by Health and has the capacity to deliver the package. Where an existing specialist End of Life agency is not able to deliver capacity or geographically cannot support the package, then the package will be tested through the DPS on an exception basis.

5.2.1 Fast Track Exceptions

The following exception applies:

The arrangement in place since 9th June 2018 is that all Fast Track packages would be tested and placed through the DPS process. In September 2018, it was decided that

this was detrimental to dying with dignity as individuals were not able to die in their place of choice due to the lack of care at home provision and so a change to the process was introduced that any Fast Track package that has been tested through the DPS, with approved Providers, using the additional rate template for two (2) hours and has not been placed, will be tested with previously assessed non DPS providers to enable placement of the package on exactly the same terms and conditions as DPS Providers received.

Non DPS approved Providers are required to sign the NHS Standard Contract within 10 operational days of securing the package.

With effect from the 1st April 2019 (TBC), all Fast Track packages in West Cornwall, Mid Cornwall (up to and including Bodmin area) will be automatically placed with a specialist End of Life Provider currently commissioned for these services by Health. This will form part of a commissioning intention to provide full geographical coverage of specialist end of life commissioned services during 2019. At which point, only packages unable to be placed by the specialist end of life providers will be tested through the DPS.

5.3 Health Care Package Exceptions (Not Fast Track)

A health care package that has been advertised via the DPS system to approved Providers that does not secure a bid on an additional rate template, after four (4) hours, will be offer to non-approved DPS Providers on exactly the same terms and conditions. These packages must meet the exceptions definition above and a rationale documented for that status.

Non DPS approved Providers will be required to sign the NHS Standard Contract within 10 operational days of securing the package.

The policy area working group will feedback trends on non DPS activity to procurement teams to ensure future market development for DPS provision is created.

6. NHS Standard Contract

The NHS Standard Contract is mandated by NHS England for use by commissioners for all contracts for healthcare services other than primary care. NHS Kernow uses the NHS shorter-form Contract for Providers or Care at Home and Supported Lifestyle Services. NHS England publish the contract and supporting guidance on its use at the following link: https://www.england.nhs.uk/nhs-standard-contract/19-20/

6.1 Direct Award

There will be no requirement for a non DPS Provider to put in place ECM for health only packages.

When a non DPS Provider is awarded a package of care for the first time they will be required to sign the NHS Standard Contract within 10 operational days of the package being placed. Future awards of care packages will be added via the contract schedules as each care plan is approved.

Failure to sign a NHS Standard Contract within 10 operational days may result in the package being removed and further health packages not being offered to the Provider. Removed packages will be re-advertised through DPS in the first instance.

7. Implementation plans and monitoring effectiveness

7.1 ECM Implementation plans, monitoring effectiveness

The evaluation of new Providers is carried out jointly by Cornwall Council and NHS Kernow. Where a Provider states they only wish to work on “Health packages” the evaluation of the areas defined in this exception report remains the sole responsibility of NHS Kernow to decide if they are approved or declined as a potential Provider.

In the absence of a joint system that enables “health only” contracting and placement of orders, the health only packages will be deemed exceptions that are required to sign a NHS Standard Contract with no requirement for an ECM system and remain outside the DPS system.

7.2 Health care Packages Implementation plans, monitoring effectiveness

NHS Kernow will undertake due diligence with any Provider that a health care package is placed with using their Approved Provider process. This ensures the relevant registrations and insurances are in place and in date. Regular contact is made to ensure adherence to contract terms. Any remedies required are time-bound. Failure to address these remedies will result in the removal of the contract and packages of care supported. These will be re-advertised through DPS in the first instance.

8. Update and review

All policies and similar documents must be dated when approved and a review date also included. This will usually be three years unless there is an indication to the contrary. It is the responsibility of the author (or nominated officer) to be aware of influencing factors and to initiate reviews promptly within the three years if appropriate.

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Appendix 1: Pre-ratification checklist

For use by ratifying bodies. To be attached to a policy or similar document when submitted to the appropriate committee/group/individual for consideration and ratification.

	Title of document being reviewed	Yes/No	Comments
1.	**Title**		
•	Is the title clear and unambiguous?	Yes	
2.	**Purpose**		
•	Is the reason for the document stated?	Yes	
3.	**Development process**		
•	Has a reasonable attempt been made to ensure relevant expertise has been included?	Yes	
•	Is there evidence of consultation with stakeholders and users?	Yes	In the process of doing so with Council colleagues and specialist EOL Providers
•	If appropriate, has there been clinical input?	Yes	
•	If appropriate, has the Joint Partnership Committee been consulted?	No	
•	If appropriate, has the Counter Fraud Specialist been consulted?	No	
4	**Content**		
•	Are the objectives and intended outcomes clear?	Yes	The document clarifies where health needs cannot be met by the current version of the DPS contract
•	Is the target audience clear and unambiguous?	Yes	
5	**Evidence base**		
•	Are key references cited, if appropriate?	Yes	
•	Are the references cited in full, if appropriate?	Yes	

	Title of document being reviewed	Yes/No	Comments
•	Are supporting documents cross referenced?	No	Embedded copy of the text
6	**Ratification**		
•	Does the document identify which committee will be asked to ratify it?	No	Document will be tabled at both Quality & Performance and Finance Committees Jan/Feb 19
7	**Dissemination and implementation**		
•	Is there an outline plan to identify how this will be done?	Yes	Still to be defined, needs to be cross referenced with the joint tender evaluation process drafted by Cornwall Council
•	Does this include training/support to ensure compliance?	Yes	No – still to be defined
•	Is it clear whether the document can be published on the organisational website? If it cannot, is a clear, valid reason given for this?	Yes	No FOI or Confidentiality issues identified
9	**Process for review and monitoring compliance**		
•	Is a review date identified?	Yes	
•	Is the frequency of review identified? If so, is it reasonable?	Yes	6 months
•	Is there a plan to review or audit compliance with the document?	Yes	Yet to be defined
11	**Overall responsibility for the document**		
•	Is it clear who will be responsible for coordinating the dissemination, implementation and review of the documentation?	Yes	Deputy Director Finance

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Appendix 2: Consultation form

Please add any comments, sign on the last page and return this form. If you do not return this form, the assumption will be that you are satisfied with the content of the document.

This policy has been passed to the following people/groups for comment:

Name	Designation	Address
John Groom	Director of Integrated Care	john.groom@nhs.net
Gill Thornton	Commissioning Support Manager	gill.thornton@nhs.net
Kate Mitchell	Programme Lead	kate.mitchell8@nhs.net
Claire Cooper	Service Manager Health Buyer	claire.cooper15@nhs.net
Jonathan Price		jonathan.price@cornwall.gov.uk
Liz Nichols	Head of Commissioning Later Life	liz.nichols@cornwall.gov.uk
Vikki Allan	Commissioning Manager Supportive Lifestyles	vicki.allan@cornwall.gov.uk
Diane Wright	Commissioning Lead Care at Home	diane.Wright@cornwall.gov.uk

If you feel that this document should be passed to other colleagues/groups for their views then please write the names, job titles and contact addresses below. This could also include colleagues from outside NHS Kernow. **The author will arrange for a copy of the document to be sent to them.**

Name	Position	Address

Comments: Please specify page and paragraph numbers, or send back electronically with ‘tracked changes’ or comments.

Page/Para	Comment

Signed: ……

Appendix 3: Summary of consultation responses

Consultee	Response received (summary)	Changes made as result (or reason not made)
Vicki Allan	Contract term is not 5 years but 3 years plus 1 plus 1	Amend wording to reflect correct contract terms
Vicki Allan	Exception definition – not in line with DPS definition	Current DPS does not go far enough to provide health with sufficient grounds for exceptions, current NHS Standard Contract has no legal definition, so the DPS term would prevail. The exception policy definition is using NHS England's definition with some potential examples of what would qualify as an exception. The DPS is focusing on cost only and our exceptions would include other reasons where cost is not a main driver for award.
Vicki Allan	Amend description for "Live in" to "24/7 care" as carers do not live with their clients but are based there to provide 24/7 care	Amend the description as suggested by Vicki ? check with Bex Walker for SLS
Gill Beardsmore	Grammatical and typos	Correct them
Diane Wright	Exception Definition not in line with DPS definition (as above by Vicki Allan)	(as above by Vicki Allan)
Diane Wright	Queries how removing ECM will support the avoidance of Hospital admissions.	Amend the wording to remove reference to avoidance of hospital admissions.

Diane Wright	Questioned by the Extract of current contractual terms had been changed	Amend the wording above the attachment to show that itsis the original extract marked up to show how the policy amends what is relevant to health.
Diane Wright	States that the Council would transfer any social care packages onto the DPS if the provider wanted to be a "health only" provider.	Diane's comment is not in line with what was agreed on 12th December where the Council recognised there is an opportunity to get on board some of the non DPS providers who are not comfortable delivering further packages to ASC at this moment in time. The wording of the Exception Policy will assume that the agreement on the 12th December still stands but if the Council cannot accommodate the request it will mean that there will be a greater volume of health exceptions
Diane Wright	Doesn't agree with the amended wording in 4.4 as they state the Council still need the data.	The Exception Policy is a "health only" policy and has no impact on the Council's needs. This policy would be a document to be relied on any health contract.
Diane Wright	Requesting to know what is the minimum data set	This was issued to Providers with the tender packs but will be an attachment in this exception policy and will be in line with the type of data requested from existing health providers.
Diane Wright	Health does not have the right to say we do not wish ECM real time data to form part of joint	As health and social care data are received separately to each organisation, it is up to health to

	contract management.	decide what information health is performance managing against. The wording will be amended slightly to reflect this position and this exception policy will be inserted in to NHS contracts as a document to be relied upon.
Diane Wright	It would save health money to have actuals real time.	This does not promote trust in our providers, nor does it help those providers that sit outside of the DPS who will not join if their past experience with ECM was disastrous. Nor does it meet our contract requirements as stated in this policy. The clause will remain unchanged.
Diane Wright	Understood we were removing Fast Tracks from the DPS Agreement	At a date to be decided, Fast Tracks will be outside the DPS but access the DPS by exception when alternative routes are not able to help because DPS providers are able to deliver Fast Tracks too.
Diane Wright	Exceptions would escalate after 4 hours – not felt this is sufficiently long enough	Health deterioration risks in individuals and patient flow blockages across the health system can escalate very fast and must be managed urgently hence the need to manage these as exceptions. Wording to remain unchanged
Diane Wright	**Exceptions (Not Fast Tracks)** Doesn't understand why 4 hours applies to providers who are not	Diane is not understanding what is being stated, the DPS providers would be given 4 hours to accept an urgent package

	on the DPS	otherwise the package will be placed outside the DPS due to its urgent nature of risk to patient or health system flow. The wording will remain unchanged.
Diane Wright	7.1 Procurement portal cannot be different for health than it is for ASC.	Diane is talking about Adam DPS procurement system which is configured by the Council or Adam to show what Buying Teams can see and what Providers can see. Either a process needs to be put in place to ensure the Council are not able to inadvertently use this provider and the provider cannot see ASC packages or if this cannot be done then the Health Only Providers will remain outside the DPS system on NHS Terms without the need for an ECM system. The wording has been amended to reflect the second option only

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Appendix 4: Equality Impact Assessment

Name of policy to be assessed	Exceptions Commissioning Policy		
Section	Click here to enter text.	**Date of Assessment**	06/02/2019
Officer responsible for the assessment	Sarah Foster	**Is this a new or existing policy?**	New

1. Describe the aims, objectives and purpose of the policy.

To create a policy that defines the circumstances where the DPS procurement process jointly commissioned with the Council is not appropriate for placing packages of care. The Policy sets out the intention to use the DPS wherever possible but provides an escalation route outside the DPS where the CCG deem it appropriate to contract with a non DPS Provider.

2. Are there any associated objectives of the policy? Please explain.

Click here to enter text.

3. Who is intended to benefit from this policy, and in what way?

Non DPS Providers will be able to secure business under a formal contract without joining the DPS system which requires that if they join to deliver health only packages, any existing social care packages will form part of the DPS agreement. This ties the provider to a formal live contract with the Council whereas their current social care packages are on an implied basis with no requirements to deliver ECM data. Patients benefit from this Policy as they are able to receive packages of care in a more timely manner than when this policy was not in force. The CCG benefits from the Policy as it enables packages to be placed with Providers who were formerly CCG providers but have now chosen not to join the DPS for various reasons.

4. What outcomes are wanted from this policy?
To enable packages of care to be placed wherever possible through the DPS process Where a Provider will sign up to the DPS but will not deliver ECM data – this policy enables the CCG to add in specific clauses to the Call off Agreement overriding the need for ECM. Where a Provider is unwilling to sign a DPS agreement, the Policy enables the CCG to contract with them with a clear rationale as to why it is awarded outside of the DPS process.
5. What factors/ forces could contribute/ detract from the outcomes?
Building a trading relationship with these non DPS Providers may slowly encourage them to join the DPS as we work with them to help them see the benefits in being a participant. Encouraging them to take NHS packages of care ensures that the capacity is not lost to the private funded market.
6. Who are the main stakeholders in relation to the policy?
NHS Kernow CCG. Cornwall Council are affected by the implementation of this policy as stated above.
7. Who implements the policy, and who is responsible for the policy?
The CCG Finance Directorate will implement the Policy following instructions from the Integrated Commissioning Directorate who see that leaving packages of care on a wait list is not appropriate practice. Decisions will be taken on a case by case basis.
8. What is the impact on people from Black and Minority Ethnic Groups (BME) (positive or negative)?
Consider relevance to eliminating unlawful discrimination, promoting equality of opportunity and promoting good race relations between people of different racial groups. Issues to consider include people's race, colour and nationality, Gypsy, Roma, Traveller communities, employment issues relating to refugees, asylum seekers, ethnic minorities,

language barriers, providing translation and interpreting services, cultural issues and customs, access to services.
Not Applicable
How will any negative impact be mitigated?
Click here to enter text.
9. What is the differential impact for male or female people (positive or negative)?
Consider what issues there are for men and women e.g. responsibilities for dependants, issues for carers, access to training and employment issues, attitudes towards accessing healthcare.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
10. What is the differential impact on disabled people (positive or negative)?
Consider what issues there are around each of the disabilities e.g. access to building and services, how we provide services and the way we do this, producing information in alternative formats and employment issues. Consider the requirements of the NHS Accessible Information Standard. Consider attitudinal, physical and social barriers. This can include physical disability, learning disability, people with long term conditions, communication needs arising from a disability.
Not applicable
How will any negative impact be mitigated?

11. What is the differential impact on sexual orientation?
Consider what issues there are for the employment process and training and differential health outcomes amongst lesbian and gay people. Also consider provision of services for e.g. older and younger people from lesbian, gay, bi-sexual. Consider heterosexual people as well as lesbian, gay and bisexual people.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
12. What is the differential impact on people of different ages (positive or negative)?
Consider what issues there are for the employment process and training. Some of our services impact on our community in relation to age e.g. how do we engage with older and younger people about access to our services? Consider safeguarding, consent and child welfare.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
13. What differential impact will there be due religion or belief (positive or negative)?
Consider what issues there are for the employment process and training. Also consider the likely impact around the way services are provided e.g. dietary issues, religious holidays, days associated with religious observance, cultural issues and customs, places to worship.
Not applicable
How will any negative impact be mitigated?

Click here to enter text.
14. What is the impact on marriage of civil partnership (positive or negative)? NB: this is particularly relevant for employment policies
This characteristic is relevant in law only to employment, however, NHS Kernow will strive to consider this characteristic in all aspects of its work. Consider what issues there may be for someone who is married or in a civil partnership. Are they likely to be different to those faced by a single person? What, if any are the likely implications for employment and does it differ according to marital status?
Not applicable
How will any negative be mitigated?
Click here to enter text.
15. What is the differential impact who have gone through or are going through gender reassignment, or who identify as transgender?
Consider what issues there are for people who have been through or a going through transition from one sex to another. How is this going to affect their access to services and their treatment when receiving NHS care? What are the likely implications for employment of a transgender person? This can include issues such as privacy of data and harassment.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
16. What is the differential impact on people who are pregnant or breast feeding mothers, or those on maternity leave?
This characteristic applies to pregnant and breast feeding mothers with babies of up to six months, in employment and

when accessing services. When developing a policy or services consider how a nursing mother will be able to nurse her baby in a particular facility and what staff may need to do to enable the baby to be nursed. Consider working arrangements, part-time working, infant caring responsibilities.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
17. Other identified groups:
Consider carers, veterans, different socio-economic groups, people living in poverty, area inequality, income, resident status (migrants), people who are homeless, long-term unemployed, people who are geographically isolated, people who misuse drugs, those who are in stigmatised occupations, people with limited family or social networks, and other groups experiencing disadvantage and barriers to access.
Not applicable
How will any negative impact be mitigated?
Click here to enter text.
18. How have the Core Human Rights Values been considered in the formulation of this policy/strategy? If they haven't please reconsider the document and amend to incorporate these values. • **Fairness;** • **Respect;** • **Equality;** • **Dignity;** • **Autonomy**
Fairness – to ensure all individuals are provided with the care they need based on clinical appropriateness and timeliness.

Respect – not leaving people in the wrong setting of care or unable to commence re-abilitation due to the lack of care available within the DPS. By utilising Providers outside the DPS as well, access to care is received quicker. Equality – Packages of Care are prioritised by clinical appropriateness ensuring the most in need are placed through this Exception Policy where the DPS cannot meet their needs. Dignity – to ensure individuals are not receiving end of life care in the wrong setting or individuals are struggling without the care they need. Autonomy – Health will prioritise clinical appropriateness and timeliness of care over cost. Council colleagues work to different priorities to Health which has led to the need for the policy.

19. Which of the Human Rights Articles does this document impact?

The right:	**Yes / No:**
• To life	Choose an item.
• Not to be tortured or treated in an inhuman or degrading way	Choose an item.
• To liberty and security	Choose an item.
• To a fair trial	Choose an item.
• To respect for home and family life, and correspondence	Choose an item.
• To freedom of thought, conscience and religion	Choose an item.
• To freedom of expression	Choose an item.
• To freedom of assembly and association	Choose an item.
• To marry and found a family	Choose an item.
• Not to be discriminated against in relation to the enjoyment of any of the rights contained in the European Convention	Choose an item.
• To peaceful enjoyment of possessions	Choose an item.

a) What existing evidence (either presumed or otherwise) do you have for this?

Click here to enter text.

20. How will you ensure that those responsible for implementing the Policy are aware of the Human Rights implications and equipped to deal with them?

Click here to enter text.
21. Describe how the policy contributes towards eliminating discrimination, harassment and victimisation.
Click here to enter text.
22. Describe how the policy contributes towards advancing equality of opportunity.
Click here to enter text.
23. Describe how the policy contributes towards promoting good relations between people with protected characteristics.
Click here to enter text.
24. If the differential impacts identified are positive, explain how this policy is legitimate positive action and will improve outcomes, services or the working environment for that group of people.
Click here to enter text.
25. Explain what amendments have been made to the policy or mitigating actions have been taken, and when they were made.
Click here to enter text.
26. If the negative impacts identified have been unable to be mitigated through amendment to the policy or mitigating actions, explain what your next steps are.
Click here to enter text.

Signed (completing officer): ……..

Date: ……..

Signed (Head of Section): ……..

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Date: ……..

Please ensure that a signed copy of this form is sent to both the Policies Officer with the policy and the Equality and Diversity lead.

Appendix 5: Minimum Data Set

Data set from tender documents