

SCHEDULE 1 – DEFINITIONS [2023]

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| Abuse | <p>Abuse is any action that harms another person or infringes their human rights. This can include:-</p> <ul style="list-style-type: none"> • Physical abuse such as hitting, burning, pushing or kicking someone. • Verbal abuse such as shouting or swearing. • Emotional abuse such as bullying, taunting, threatening or humiliating someone. • Sexual abuse such as inappropriate touching or forcing someone to take part in or witness any sexual act against their will. • Financial abuse such as misusing, keeping or taking someone’s money, property or other belongings without their agreement. • Neglect such as not providing necessary food, heating, care or medicine. • Discrimination such as ill-treatment or harassment based on a person’s age, sex, sexuality, disability, religious beliefs or ethnic group. |
| Accreditation | The Council officially recognising a Provider as having a particular status or being qualified to perform a particular activity. |
| Acquired Sensory Loss Premium | Shall have the meaning contained within paragraph 3.3.2 of Schedule 14. |
| ADASS | <p>The Associated of Adult Social Services is a Registered Charity providing a leading, independent voice of adult social care.</p> <p>The membership is drawn from serving directors of adult social care employed by local authorities and their direct reports.</p> |
| ADR Notice | Alternative Dispute Resolution - a notice issued under Clause 31 which covers problem solving options outside of formal court proceedings. |
| Advocacy or Advocate | Advocacy is the process of independently acting on behalf of, or representing the interests of, another person, or group, to secure the rights or services to which they are entitled and “Advocate” shall be construed accordingly. In terms of this Framework Agreement, an advocate may also refer to a carer, family or friends of the Service User. |
| Agreement or Framework Agreement | Framework Agreement – this is a framework contract as defined by the Public Procurement (Agreement on Government Procurement) (Thresholds) (Amendment) Regulations 2021 (SI 2021/1221) (Regulations). |
| Allocated Worker | The social worker assigned to assist the Citizen. |
| Arrangement or Flexible Contracting Arrangement | Flexible Contracting Arrangements – this is a DPS type arrangement/agreement with a provider or providers to establish terms and conditions during the life of the arrangement/agreement. It is a general term for arrangements that set out terms and conditions for making specific purchases (call offs). |
| ASCOF | The Adult Social Care Outcomes Framework (ASCOF) measures how well care and support services achieve the outcomes that matter most to people. The ASCOF is used both locally and nationally to set priorities for care and support, measure progress and strengthen transparency and accountability. |

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| Assessment or Re-Assessment or Review | An assessment or review by the Council under appropriate social care legislation. This is undertaken when it appears to the Council that a person may be in need of services. Where it so appears, then the Council shall carry out or arrange to have carried out the assessment of that person's needs and, having regard to the results of that assessment, shall decide whether the assessed need calls for the provision by them of any such services. Where a person is already in receipt of services, this may include reviewing those services. |
| Authorisation of an External Placement Form (formerly SS833) | Completed by the Council for confirmation and finance details of an accommodation based placement. This details the service delivery cost and is signed off by the budget holder. The provider receives a copy for their records. |
| Authorised Officer | The officer authorised by the Council to formally let and supervise this Agreement as notified to the Provider from time to time. The Authorised Officer has nominated representatives within the Council who are authorised to liaise with the Provider on a regular basis. The Council may, by notice in writing to the Provider, change the delegation of the Authorised Officer. |
| Benefitting Employees | Any of the Provider's staff who are engaged in the provision of Services for two or more hours in any day during any week for eight or more consecutive weeks during the term of this Framework Agreement or Individual Agreement on either:- (a) Council premises; (b) Property owned or occupied by the Council; or Land which the Council is responsible for maintaining or on which the Provider is required to work. |
| Best Value Duty | The duty imposed on the Council by Best Value statutory guidance in relation to the Service. |
| Birmingham Care Wage | This is the minimum wage that all Provider Employees must be paid as set by Birmingham City Council. This will be aligned to the National Living Wage over 23 rate and the Council may vary the Birmingham Care Wage at any time by giving three (3) months' notice in writing. |
| Birmingham Council Tax Boundary | As defined by the following website: https://www.gov.uk/find-local-council |
| Breach Notice | A notice issued by the Council to the Provider and specifying the nature of the breach or a series of breaches committed by the Provider under the Flexible Contracting Arrangement/Framework Agreement and/or an Individual Agreement. |
| Brokerage | Brokerage is the means to support Citizens to: <ul style="list-style-type: none"> • plan relevant support to meet needs / meet requirements • identify and arrange delivery of appropriate support or services arrange ongoing management of support or services |
| Care Act 2014 | In April 2015 The Care Act 2014 replaced most previous law regarding carers and people being cared for. It outlines the way in which local authorities should carry out carer's assessments and needs assessments; how local authorities should determine who is eligible for support; how local authorities should charge for both residential care and community care; and places new obligations on local authorities. The Care Act is mainly for adults in need of care and support, and |

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| | their adult carers. There are some provisions for the transition of children in need of care and support, parent carers of children in need of care and support, and young carers. However the main provisions for these groups (before transition) are in the Children and Families Act 2014. |
| Care and Support (Supported Living) | 'Supported Living' is the name for services (including housing), designed to help people to stay living independently within their local community. Supported living has no legal definition but has a commonly accepted set of principles that are defined in the Reach Standards in Supported Living. |
| Care Home | The premises from which the Provider shall provide the Services to the Service Users, as regulated and registered by the Care Quality Commission. |
| Care Home With Nursing | Homes regulated and registered by the Care Quality Commission, to provide the same help and assistance with personal care as those without nursing care but they also have professional registered nurses and experienced care assistants in constant attendance that can provide 24-hour nursing care services for more complex health needs. These homes are for people who have been assessed as requiring a health care professional (nurse) delivering elements of care. |
| Care Home Without Nursing | Homes regulated and registered by the Care Quality Commission where people live either short, temporary or long term. The homes provide help and assistance with personal care, continence management, food and diet and simple treatments. |
| Care Manager | The Council's officer who has carried out the assessment of social care needs. |
| Care Plan | A plan or "Individual Service Statement", drawn up by the Provider describing how day to day services will be delivered to meet the objectives of the Citizen's Support Plan. |
| Care Quality Commission (CQC)/Regulator | CQC is the independent regulator of health and social care services in England. They register and inspect care providers under the Care Standards Act 2000. Their responsibilities include the registration of all health and social care agencies carrying out regulated activities for example personal care. |
| Care Quality Commission Rating/CQC Rating | This is the rating conducted and published by the CQC after an inspection and includes a rating of care overall and for our five key questions: are they safe, effective, caring, responsive and well-led? We award ratings on a four-point scale: outstanding, good, requires improvement, or inadequate. CQC decide all ratings using a combination of aggregating the service level ratings and the professional judgement of inspection teams. They provide ratings at different levels and use a set of ratings principles to help them to determine the final ratings. Further detail can be found at www.cqc.org.uk |
| Care Worker | Those staff who deliver the Service on behalf of the Provider in the Citizen's own home or within a placement setting. |
| CEDR | The Centre for Effective Dispute Resolution, International Dispute Resolution Centre. |
| Change of Circumstances Form | Completed by the Provider to notify the Council of any events or change in circumstances relating to the Citizen. For example, hospitalisation or where the Citizen is absent for any reason. |

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| (formerly SS854) | |
| Change of Ownership | Where a provider has changed the company name or partners and has to notify the Council in order to continue on the Flexible Contracting Arrangement/Framework Agreement. |
| Choice Directive | The purpose of The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014 is to set out the rights and responsibilities regarding the choice of placement in residential care and the right to choose a more expensive setting than the Local Authority would fund. A Third Party may be asked to fund additional fees from the chosen Provider where the Choice Directive is used – via Third Party Top Up. |
| Citizen | A person who has been assessed by the Council as being in need of a Service according to the criteria at the time of assessment and agreed by the Council. This term also extends to carers or other representatives of the individual receiving the Service, where the context permits, in particular a court appointed deputy or holder of a lasting power of attorney for the person. |
| Community Equipment Service (CES) | The Community Equipment Services (CES) is jointly funded by the Council and Birmingham and Solihull Integrated Care Board and stores, delivers, installs, collects and maintains and provides a range of community equipment to Birmingham citizens who meet agreed criteria, which may include those in Care Homes as set out in Schedule 13. |
| Congenital Sensory Loss Premium | Shall have the meaning contained within paragraph 3.3.1 of Schedule 14. |
| Constituency | <p>Birmingham City Council constituencies are the parliamentary constituencies used in General Elections. The constituency boundaries are changing in 2018, when there will be a reduction to nine constituencies in Birmingham rather than ten. These boundaries are not co-terminous with Council wards, and in some cases overlap with neighbouring local authorities. The new constituencies will be:</p> <ul style="list-style-type: none"> • Brandwood • Edgbaston and Selly Oak • Erdington and Perry Barr • Hall Green • Hodge Hill • Ladywood • Northfield • Sutton Coldfield • Yardley |
| Continuing Healthcare or CHC | NHS Continuing Healthcare is the name given to a package of care that is arranged and funded solely by the NHS for individuals who are not in hospital and have been assessed as having a "primary health need". |
| Contract Award Letter | A letter sent by the Council to the Provider notifying the Provider of the award of the Agreement from a specified date. |
| Contract Management | The approach structures a range of activities that are carried out simultaneously to keep the arrangements between the citizen, the supplier and BCC running smoothly. Commissioning approach to Contract Management is set out in Schedule 11. |
| Contract Management Meeting/Contract Review Meeting | This term is used to describe a conversation between the Authorised Officer and the Provider. This may take the form of a face to face meeting, telephone call, video call, visit, email or letter. |

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| Contract Period | The duration and dates of the Agreement/Arrangement as defined in Clause 4 of the Flexible Contracting Arrangement and the Framework Agreement. |
| Contract Review | A review of the performance of the Services by a Provider at any time, for any reason as set out in Schedule 11 and Schedule 15. |
| Council or The Council | Birmingham City Council which will normally be represented in relation to the Agreement by staff employed within work functions associated with Social Care. |
| Deprivation of Liberty (DoLS) | <p>The Mental Capacity Act Deprivation of Liberty safeguards were introduced into the Mental Capacity Act 2005 through the Mental Health Act 2007. The MCA DOL safeguards apply to anyone:-</p> <ul style="list-style-type: none"> • aged 18 and over • who suffers from a mental disorder or disability of the mind – such as dementia or a profound learning disability • who lacks the capacity to give informed consent to the arrangements made for their care and / or treatment and • for whom Deprivation of Liberty (within the meaning of Article 5 of the ECHR) is considered after an independent assessment to be necessary in their best interests to protect them from harm. <p>The respective safeguards cover patients in hospitals, and people in care homes registered under the Care Standards Act 2000, whether placed under public or private arrangements.</p> |
| Direct Payment | A payment paid directly to the Citizen so they can purchase their own services e.g. rather than having them purchased and/or managed by the Council. |
| Dispute Resolution Procedure | A Dispute Resolution Procedure is the process of resolving disputes and disagreements between parties. |
| Employee | For the purposes of this Framework Agreement, Employees shall include volunteers, temporary placements, agents and subcontractors where the contract permits. |
| Enablement | Enablement (also known as re-ablement) is intensive short term care support usually lasting up to six weeks. Its purpose is to support, encourage and promote independence and a person's involvement and empowerment through a rehabilitative approach. |
| End of Life Care | End-of-life care refers to medical care not only of patients in the final hours or days of their lives, but more broadly, medical care of all those with a terminal illness or terminal condition that has become advanced, progressive and incurable. |
| Enhanced DBS Check | A Criminal Record Check at Enhanced Disclosure level, often referred to as an Enhanced DBS, is the highest level required for positions that can involve caring for, training, supervising or being in sole charge of children or vulnerable adults. Enhanced DBS will include details of all convictions on record, whether spent or unspent under the Rehabilitation of Offenders Act 1974 (ROA). |
| Force Majeure | Means any of the following events: acts of God, including fire, flood, earthquake, wind, storm or other adverse weather conditions, natural disaster, or effects of pandemic illness, war, threat of or preparation for war, armed conflict, acts of terrorism, imposition of sanctions, and similar events or diplomatic relations or similar actions, but excluding unplanned industrial action. |
| Funded Nursing Care (FNC) | This is care provided by a registered nurse for people who live in a care home. The NHS will pay a flat rate contribution directly to the care home towards the cost of this registered nursing care. NHS |

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| | determine the eligibility criteria for Funded Nursing Care. All fees contained within Schedule 14, exclude any Funded Nursing Care. |
| Guideline Fee Structure | The Guideline Fee Structure will be published by the Council on a regular basis to set out the proposed fees for Care Homes With and Without Nursing for under 65's. This will be used in the process of establishing fees for these services as set out in paragraph 4 of Schedule 14. This Guideline Fee will be updated from time to time to reflect any price changes described in Schedule 14, paragraph 5 and also the outcome of the 'open book' process described in paragraph 9 of Schedule 14. |
| Healthcare Quality Assurance Level/HQAF | This will be the assurance rating issued as a result of an objective assessment of clinical and healthcare quality and shall have the meaning given to it in clause 8 of Schedule 15. |
| Healthcare Quality Toolkit/HQT | This is a toolkit used by Commissioners to objectively assess the provision of clinical and healthcare elements of the Services is in accordance with the requirements under this Contract, relevant Legislation and also best practice. The Council/NHS will publish these toolkits. The outcome of the HQT will be a Healthcare Quality Assurance Level as set out in Schedule 15. |
| Home Support | The provision of a service in the Citizens own home, as regulated and registered by the Care Quality Commission, in accordance with Schedule 2 . Also referred to as home care, domiciliary care or home help. It is when care workers visit people in their own homes to give them help and support with activities of daily living. Care workers can help with personal care needs, such as washing and getting dressed and practical tasks such as preparing simple snacks or frozen meals. This includes services for children and young people with a disability and adults. |
| Improvement Action Plan or IAP | Birmingham City Council may issue an improvement plan following a review or inspection of the Service seeking improvements to the Services within agreed timescales and levels of standard as set out in Schedule 15. |
| Inappropriate Placement | A placement in a Care Home that does not meet the assessed needs of the Citizen, whether such assessment is a Birmingham City Council Assessment or a Registered Nursing Assessment, and "a placement has become inappropriate" shall be construed accordingly. |
| Individual Agreement | An Individual Service Order, an Individual Placement Agreement or Service Agreement. |
| Individual Budget | A sum of money allocated to the Citizen, to meet their assessed needs, but is made up of social care funding only. |
| Individual Placement Agreement | An individual placement agreement (for Care Homes with or without Nursing) between the Council, the Provider and the Citizen setting out the terms on which the Service will be provided to the Citizen. |
| Individual Service Order | An Individual Service Order (for Home Care) between the Council, the Provider and the Citizen setting out the terms on which the Service will be provided to the Citizen. |
| Integrated Care Board/ICB | This term is used to Each ICS has an integrated care board, which is a statutory NHS organisation responsible for developing a plan in collaboration with NHS trusts/foundation trusts and other system partners for meeting the health needs of the population, managing the NHS budget and arranging for the provision of health services in the defined area. These were formerly known as Clinical Commissioning Groups |

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| | <p>(CCGs) which were closed down on 1 July 2022 when Integrated Care Boards were established on a statutory basis.</p> <p>The two main local ICBs are Birmingham and Solihull Integrated Care Board and Black Country Integrated Care Board.</p> |
| Integrated Care System/ICS | <p>Integrated care systems (ICSs) are partnerships that bring together NHS organisations, local authorities and others to take collective responsibility for planning services, improving health and reducing inequalities across geographical areas. Following the passage of the 2022 Health and Care Act, ICSs were formalised as legal entities with statutory powers and responsibilities. Statutory ICSs comprise two key components - integrated care boards (ICBs) and integrated care partnerships (ICPs): statutory committees that bring together a broad set of system partners (including local government, the voluntary, community and social enterprise sector (VCSE), NHS organisations and others) to develop a health and care strategy for the area.</p> |
| Integrated Quality Assurance Framework/IQAF | <p>A quality assurance framework developed across the Integrated Care System to systematically provide assurance of the quality of care provided by Regulated adult social care providers. The IQAF shall be published by the Council and NHS and updated from time to time. However, the key components have been set out in Schedule 15 of this contract and any changes to these contractual elements will be the subject of the necessary contractual change process.</p> |
| Interim Care | <p>A temporary service provided to people being discharged from an NHS bedded unit, while they wait for their longer term services to be agreed and arranged.</p> |
| Key Worker | <p>A social or mental health worker assigned to an individual case or patient.</p> |
| Legislation | <p>Any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom.</p> |
| Local Government Ombudsman | <p>A Local Government Ombudsman is an official employed by the Commission for Local Administration in England (CLAE or CLA), a body of commissioners established under the Local Government Act 1974 to investigate complaints about councils and certain other bodies in England.</p> |
| Loss or Losses | <p>Means all actions, proceedings, costs, settlement costs, claims, demands, fines, penalties, expenses, or legal costs whatsoever, whether arising in tort (including negligence).</p> |
| Marketplace | <p>The marketplace/s is currently Birmingham Connect to Support which is set up by the Council to support and enable citizens to make informed decisions when selecting their support options. This may be replaced by Birmingham City Council and or supplemented with additional or alternative systems to be notified to Providers.</p> |
| Mental Capacity | <p>Having mental capacity is an assessment under the Mental Capacity Act 2005 and means that a person is able to make their own decisions. You should always start from the assumption that the person has the capacity to make the decision in question (principle 1). You should also be able to show that you have made every effort to encourage and support the person to make the decision themselves (principle 2). You must also remember that if a person makes a</p> |

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| | <p>decision which you consider eccentric or unwise, this does not necessarily mean that the person lacks the capacity to make the decision (principle 3). Under the MCA, you are required to make an assessment of capacity before carrying out any care or treatment – the more serious the decision, the more formal the assessment of capacity needs to be. You might need to assess capacity where a person is unable to make a particular decision at a particular time because their mind or brain is affected by illness or disability. Lack of capacity may not be a permanent condition. Assessments of capacity should be time and decision specific. You cannot decide that someone lacks capacity based upon age, appearance, condition or behaviour alone.</p> |
| Mental Capacity Act Principles | <p>The Mental Capacity Act 2005 is underpinned by five key principles (Section 1, MCA):</p> <p>Principle 1: A presumption of capacity – every adult has the right to make his or her own decisions and must be assumed to have capacity to do so unless it is proved otherwise. This means that you cannot assume that someone cannot make a decision for themselves just because they have a particular medical condition or disability.</p> <p>Principle 2: Individuals being supported to make their own decisions – a person must be given all practicable help before anyone treats them as not being able to make their own decisions. This means you should make every effort to encourage and support people to make the decision for themselves. If lack of capacity is established, it is still important that you involve the person as far as possible in making decisions.</p> <p>Principle 3: Unwise decisions – people have the right to make decisions that others might regard as unwise or eccentric. You cannot treat someone as lacking capacity for this reason. Everyone has their own values, beliefs and preferences which may not be the same as those of other people.</p> <p>Principle 4: Best interests – anything done for or on behalf of a person who lacks mental capacity must be done in their best interests.</p> <p>Principle 5: Less restrictive option – someone making a decision or acting on behalf of a person who lacks capacity must consider whether it is possible to decide or act in a way that would interfere less with the person’s rights and freedoms of action, or whether there is a need to decide or act at all. Any intervention should be weighed up in the particular circumstances of the case.</p> |
| Micro Tendering/ Micro Procurement | <p>The Council’s electronic portal to procure services for its Citizens by using a fair and transparent system with a clear audit trail. This may include a range of interim processes for some Services to be reasonably determined by the Council.</p> |
| Model Procedure | <p>CEDR’s Model Mediation Procedure and Contract.</p> |
| New Entrant Trainee | <p>A person that is leaving an educational establishment (e.g. school college or university) or a training provider; or:</p> <ul style="list-style-type: none"> • an adult who has not been employed in the care industry during the previous six months and who is seeking |

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| | employment that includes training towards a qualification agreed by the Council; or a trainee employed by another Care contractor or supplier to the Council whose contract of employment is being terminated and who is therefore seeking another position to complete their training period. |
| Normal Working Hours | 08:45 to 17:15 Monday to Thursday and 08:45 to 16:15 on Friday (Bank Holidays excluded) or otherwise as notified by the Council to the Provider. |
| On-Line Tender | Tender is to be completed via a computer or via access to a computer network and all aspects of the tender process will be by electronic transmission and communication. This may include email transmission. |
| Open Book Statement | In accordance with Schedule 14, the Council will require some providers to produce an Open Book Statement where their proposed fee is higher than the Guideline Fee Structure. This will include a full breakdown of the Provider's costs of meet the needs of the Service User and will include a range of information as reasonably determined by the Council. |
| Out of City Provider | This is a Provider who has a service that is registered with CQC at a location that is outside of the Birmingham City Council, Council Tax Boundary. This can be validated by using the following website: https://www.gov.uk/find-local-council |
| Outcomes | Outcomes can be defined as "the impacts or end results of services on a person's life". |
| Outreach | Those staff who deliver the Service on behalf of the Provider in the Citizen's own home. |
| Palliative Care | Palliative care is a specialised area of healthcare that focuses on relieving and preventing the suffering of patients. Unlike hospice care, palliative medicine is appropriate for patients in all disease stages, including those undergoing treatment for curable illnesses and those living with chronic diseases, as well as patients who are nearing the end of life. |
| Personal Care | Personal Care includes: assistance with dressing, feeding, washing and toileting, as well as advice, encouragement and emotional and psychological support. |
| PRN Medicines | As and when required medicines. |
| Provider or Providers | The organisation, service provider or person providing the Service for the benefit of the Citizen in accordance with the terms of this Agreement, as regulated and registered by the Care Quality Commission. |
| Provider Quality Assurance Statement | Shall have the meaning given to it in paragraph 7 of Schedule 15 and will be published and regularly reviewed by the Council. |
| Overall Provider Quality Rating | The Overall Provider Quality Rating is an outcome focussed measure of the quality of a provider's service delivery and shall have the meaning set out in paragraph 4 of Schedule 15. This will be whichever is the most recent of the CQC Rating or the Quality Monitoring Visit Rating. |
| Public Sector Equality Duty | On 5 April 2011, the public sector equality duty (the equality duty) came into force. The equality duty was created under the Equality Act 2010. The equality duty replaced the race, disability and gender equality |

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| | duties. The first of these duties, the race equality duty in 2001, came out of the Macpherson Report on the murder of the black teenager, Stephen Lawrence. Following failures of the investigation of Lawrence's murder, the report revealed institutional racism in the Metropolitan Police. It was clear that a radical rethink was needed in the approach that public sector organisations were taking towards addressing discrimination and racism. |
| Quality Monitoring Visit/QMV | This is monitoring visit to assess the quality of the Service as set out in Schedule 15. This may be a planned visit or a reactive visit. |
| Quality Monitoring Visit Rating | This will be the quality rating issued as a result of the Quality Monitoring Visit and shall have the meaning contained in clause 6 of Schedule 15. |
| Quality Monitoring Visit Toolkit/QMV Toolkit | This is a toolkit used by Commissioners to objectively assess the provision of the Services is in accordance with the Council's requirement under this Contract, relevant Legislation and also best practice. The Council will publish these toolkits and they will be aligned to the Provider Quality Assurance Statement. The outcome of the QMV Toolkit will be a QMV Toolkit Rating as set out in Schedule 15. |
| Quick Discharge Premium | Shall have the meaning contained within paragraph 3.2.1 or Schedule 14. |
| Quick Discharge Service | Means the Service as defined and described in Schedule 5 which will be at the sole discretion of the Council and its hospital Social Work teams. |
| Registration | Registration under the Care Act 2014 to the regulating body the Care Quality Commission. This is a legal requirement for all Providers who provide health and adult social care services in England. "Registered" shall be construed accordingly. |
| Regulated Services | A service which is subject to Care Quality Commission registration and compliance. |
| Rehabilitation Centre | A facility providing therapy and training for rehabilitation. The centre may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. |
| Safeguarding | Action to detect, prevent and respond to actual and potential abuse or to protect persons thought to be at risk of abuse whether physical, sexual or psychological or neglect or poor standards of care by any other person or persons that violate their human and/or civil rights. |
| Schedules | The Schedules to this Agreement. |
| Section 117/Section 117 Aftercare/S117 | Section 117/Section 117 Aftercare is the free ongoing care and support people receive who have been kept in hospital under the Mental Health Act can get free help and support after they leave hospital. |
| Sensory Loss Service | Means the Service as defined and described in Schedule 6. This will be determined by the Assessment process. |
| Service Agreement | Details of any care package that has been commissioned via the micro tendering tool. |
| Service or Services | The Service that the Provider is to provide to the Citizen in accordance with the Individual Agreement and/or Third Party Top Up Agreement and this Agreement and its Service Specifications. |
| Service Specification | The document which outlines the requirements for the Service including principles, outcomes and service description. |
| Service | The person/resident/citizen who is receiving the service or care and |

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| Users/Citizen/s | support delivered by the Provider. |
| Short Break | Also known as respite care and a stay in care of up to eight weeks. |
| Social Worker | The Council's representative who has carried out the assessment of social care needs. |
| Standard Home Support Fee | The Standard Home Support Fee will be set at £17.61 per hour on 3 April 2023 and will be increased annually in line with paragraph 5 of Schedule 14. This fee will also apply to Care and Support (Supported Living) Services. |
| Standard Nursing Fee | The Standard Nursing Fee will be set at £701.50 per week on 3 April 2023 and will be increased annually in line with paragraph 5 of Schedule 14. This fee excludes the cost of Funded Nursing Care (FNC) which must be claimed directly by the Care Home from the relevant Clinical Commissioning Group. |
| Standard Residential Fee | The Standard Residential Fee will be set at £610 per week on 3 April 2023 and will be increased annually in line with paragraph 5 of Schedule 14. |
| Sub-Contractor | A sub-contractor is an individual or in many cases a business that is appointed under a contract by the Provider, to perform part or all of the Provider's obligations under this Agreement. |
| Substituted Services | As defined in Clause 22 of the Framework. |
| Supplier Relationship Management | Building partnerships to meet citizen needs as efficiently and effectively as possible. |
| Support Package or care package | The plan and the Service put in place to meet a Citizen's eligible needs. |
| Support Plan | The plan drawn up by the Council or the Citizen's Health Worker in conjunction with the Citizen and his/her carer(s), following an assessment of need and calculation of the Citizen's Individual Budget. The plan details the Service and actions required to meet the Citizen's needs and outcomes. |
| Support Plan Review or Review | A review of the Support Plan in accordance with clause 17 of this Agreement, normally undertaken by a Social Worker, to ensure the Citizen's needs is being met. The review can also be attended by the Provider, Citizen, Health Authority representative and the Citizen's carer or Advocate. |
| Temporary Placement | The placement of a Citizen up to six months and "Temporarily Placed" shall be construed accordingly. |
| Third Party | A third party may be a family member, friend, charity, benevolent fund or other such organisation. Under the Care Act it cannot be the service user or citizen in receipt of care themselves. |
| Third Party Additional Payment | An agreement directly between the Provider and the Third Party for the provision of additional services that are not part of the Individual Agreement, Support Plan or any Third Party Top Up Funding Agreement. These will be paid directly to the Provider by the Third Party and are not covered by the Care Act 2014. These must be agreed transparently and operated fairly by the Provider. |
| Third Party Top Up Funding Agreement (SS841) | An agreement between the Council, the Provider and a Third Party where a Third Party Top Up has been agreed to facilitate choice. |
| Third Party Top Up | The arrangement whereby a person other than the Citizen agrees to pay a regular sum of money above the Citizen's Individual Budget. |

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| | The payment is to facilitate the purchase of the Service from a Provider to allow the Citizen to exercise choice of Service Provision and is covered by the Care Act 2014 Statutory Guidance. |
| Trial Period | The first 28 days of any placement made through this Agreement. |
| Unit | A distinct part of a hospital, usually having a specific physical location and serving a defined function. |
| Usual Rate | This is the rate set by a host Local Authority for the relevant Service for any placement outside of Birmingham. This may be a published average or current fixed fee. The Council will take all reasonable and practicable measures to establish this rate. |
| Variation Form (formerly SS8046) | The Variation Form is to be completed by either the Council or the Provider, to notify a change of a community based service provision (Home Support). The variation is to the usual service ordered on the Individual Service Order. |
| Vulnerable Adult | Birmingham Safeguarding Adults Board (BSAB) defines a vulnerable adult as being a person -: Aged 18 years or over <ul style="list-style-type: none"> • Who is or may be in need of community care services because of frailty, learning or physical or sensory or mental health issues Who is or may be unable to take care of him or herself, or take steps to protect him or herself from significant harm or exploitation |
| Working Days | This does not include weekends or Bank Holidays in England. |