

59433 Crossreach Eskmills

Crossreach Eskmills (Care Inspectorate Service Number CS2008180855) currently provides residential care services to adults with additional support needs which is funded by City of Edinburgh Council.

Please would you provide the terms and conditions under which Crossreach Eskmills provides these services?

I realise that some aspects may be commercially sensitive (e.g. pricing) and I am more than happy for these aspects to be redacted.

Information about contract terms and conditions may be found on our website at:

<https://www.edinburgh.gov.uk/downloads/download/13821/contract-terms-and-conditions>

In particular, I am interested in:

The documentation provided by City of Edinburgh Council to enable them to assess the needs of the adult with additional support needs.

This will be specific to each Service User. A redacted assessment form is attached.

Third-party personal information has been redacted from the document provided in compliance with the Data Protection Act 2018.

Contract termination clauses that may be used by either party to terminate the service contract.

In relation to Care and Support (for under 65's) Spot Purchase:

3.1.5 - Assessment and referral will be the responsibility of the Health and Social Care Partnership of the Council, which will consider and prioritise assessments and referrals on an individual basis, with recognition that individual needs may change.

3.1.6 - If the Council determines in discussion with the Provider and the Service User that a Service User receiving the Service no longer meets the above criteria, the Council shall liaise with the Provider, the Service User, Unpaid carers and others as may be appropriate. The Provider shall liaise with all to arrange termination of the Service and support transition, if appropriate, to other sources of support.

4.4.4 - Where the Service User's hospital admission exceeds or is likely to exceed 7 days, the Hub and Cluster Managers may:

- At their sole discretion notify the Provider that the package of care will be closed with no further payment due to the Provider from time of notification.

#### **4.8 Guidance**

4.8.1 - The Provider shall adhere to guidance that may be issued by the Council from time to time, relating to procedures for engagement, assessment, referrals, planning and implementation, review and termination of the Service as required by the Council.

#### **4.6 Changes to Service Delivery**

4.6.1 - The Provider shall take action to avoid disruption of delivery of the Service to individual Service Users and shall not unilaterally withdraw provision of the Service to any individual Service User. Ensuring continuity of care is paramount and service should not be withdrawn unless with mutual agreement of both parties. This will not ordinarily be granted by the Council unless a service is no longer required or it can be delivered by an alternative provider.

4.6.2 - If an individual Service User is unable or unwilling to accept the Service and / or the Provider believes that the Service is no longer able to meet the changing needs or outcomes of the Service User, the Provider shall contact Social Care Direct ([socialcaredirect@edinburgh.gov.uk](mailto:socialcaredirect@edinburgh.gov.uk) ) within 48 hours to request a review.