



HEALTH AND SOCIAL CARE SCRUTINY PANEL

DATE: Thursday 29 September 2005

**Agenda
Item No.**

COMMUNITY MEALS REPORT

Ward(s) All

Portfolios: Councillor A Paul

Summary of report:

To inform Scrutiny Panel on the outcome of stage 2 of the Community Meals Project and the resulting proposals regarding the remodelling of the service.

Background papers:

Draft strategy for the provision of meals for Black and Minority Ethnic Groups.-
August 2005
Consultation report – August 2005

Reason for scrutiny:

To appraise Scrutiny of work that has been undertaken in accordance with the resolution agreed by the panel on the 10th March in response to a report and accompanying presentation.

Signed:

Executive Director: David Martin

Date: 22 September 2005

Resource and legal considerations:

Agreement to the development of the community meals service will enable the Council to meet the legal duties and powers conferred upon it by the National Health Service and Public Health Act 1968, the Chronically Sick and Disabled Persons Act 1970 and the National Health Service Act 1977 and all related guidance. It will also ensure compliance with the Fair Access to Care Services guidance. No new revenue resources would be required to implement this option.

Should the contract for the provision of a home freezer delivery scheme, a hot meals service and the delivery of the same be awarded to an outside contractor, then it is likely that TUPE will apply. However this is subject to legal scrutiny when the contract position is finalised, and so can not be confirmed at this point

Citizen impact:

Agreement to this development will ensure that all citizens needing a community meals service will be able to access the service following formal assessment of their needs. This service would form part of the Council's prevention strategy and contribute to enabling older people to live at home in their chosen community.

Community Safety

There are no new implications for community safety arising from this report.

Environmental impact:

There are no new environmental implications arising from this report. .

Performance management:

The remodelled service will ensure that performance improves. The service impacts on:

PAF indicators:

- C26 - Admissions of supported residents aged 65 or over to residential / nursing care.
- C32 - Older People Helped to Live at Home.

Equality Implications:

An equality impact assessment will be undertaken as part of stage 3 of this project, this will build on the draft strategy for the provision of black and minority ethnic groups

Consultation: Four consultation exercises have now taken place:

- Consultation on the acceptability of using frozen food – November 2004;
- A one-day stakeholder conference was held on 24 February 2005, involving service users, carers, partners from health and the voluntary sectors, trade unions and managers;
- Consultation exercise with community meals recipients August 2005; Consultation with black and minority ethnic groups – August 2005.

Vision 2008

The proposed development of the community meals service impacts and contributes to:

- Priority 5 - Make Walsall a healthy and caring place;
- Priority 9 - Listen to what people want;
- Priority 10 - Transform Walsall into an excellent authority.

Contact officers

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1.

Members may wish to make recommendations to Cabinet on

- 1 The adoption of the proposals for the remodelled service that will provide a hot daily delivered meals service and a home freezer meals delivery scheme, and that the capacity requirements reflects the “ Bolton model “
- 2 The proposed procurement route.

2. **SUMMARY**

This Scrutiny Report summarises the work undertaken as stage two of the community meals project. In March 2005, this Scrutiny Panel received a report and accompanying presentation on a proposed way forward for the modernisation of the community meals service. Following the endorsement of Health and Social Care Scrutiny Panel a report was tabled at Cabinet on the 23 March, which endorsed Scrutiny's recommendations that further work should be undertaken in respect of the proposals to remodel the service.

The key actions activities of stage 1 included an option appraisal of patterns of meals provision, a series of meals tastings to determine the acceptability of deep frozen meals and consultation with stakeholders regarding the future shape of the service.

Cabinet endorsed at the end of stage 1 that the community meals service would be remodelled to provide flexibility regarding the type of meals service provided to people and that the new service would provide a daily hot meals service and a frozen meals delivery service.

It was identified that further work should be undertaken in relation to the method for the provision of hot food, which might either be the delivery of a meal cooked the same day, or a reheated frozen meal.

Following the reports to Scrutiny and Cabinet, the project team have undertaken the following key activities as the work programme of stage 2 of the community meals project.

- Preparation of hot and frozen food specifications , which are based on the benchmark standard of the national association of care caterers (NACC)
- Consolidation of a mapping exercise of the current and projected future level of demand for this service based on demographic trends and a compare and contrast exercise with comparator and 3 star authorities.
- Undertaken a consultation exercise with recipients
- Consultation with black and minority ethnic groups regarding the development of a strategy for the provision of ethnic meals.

Preparation of hot and frozen food specifications.

These specifications are attached as appendix 1. These specifications set out the requirements for the service. These have been benchmarked with other local authorities are based on the current social care catering standards of the National Association of Care Caterers.

The remodelled service – a strategy to meet anticipated demand for the community meals.

The provision of a flexible community meals service can be seen as a critical component of a greater choice of care and support services to enable older people to remain at home and prevent avoidable admissions to permanent residential and nursing care.

The type of community meals service that a new service user will receive will be determined through an assessment of need and the subsequent care plan will identify the best way to provide a meals service.

For existing service recipients, each person will depending on their individual circumstances have a full reassessment or review of their care plan. The roll out of SAP and the improvements in the care planning process will ensure a thorough risk assessment is undertaken to achieve an appropriate balance of independence and safety

Compared to our comparator group an above average number of older people are admitted to residential and nursing care, with a correspondingly lower level of take up of community meals.

Therefore, a review of community meals provision in comparator authorities has been undertaken, and benchmarking of whether there was a matched authority with a highly regarded well-developed service, which provides a hot, and frozen meals service.

Of the 15 comparator authorities, it was found that 8 of these provide both hot and frozen food, 5 provide hot meals only, 1 provides frozen food only and 1 provides no service.

A detailed study has been made of Bolton, one of our comparator group. Bolton was selected because of similar characteristics of geographical size, population profile and ethnic mix; also, Bolton is a three star authority and has been commended by the Department of Health for its community meals service. Bolton MBC has fully operated FACS criteria and have already assessed against the revised national requirements.

Bolton meals service comprises both a daily hot meal delivery and frozen meals delivery scheme.

A matrix showing more detail of this model is attached as appendix 2.

Based on the above modelling exercise the projected number of hot meals required in Walsall at the present time would be 2946 per week compared to the current weekly average figure of 2650, rising to 3440 in 2010 and 3770 in 2015. The projected number of frozen meals required in Walsall would be 1277, rising to 1491 meals in 2010 and 1634 in 2015.

Consultation outcomes

The consultation exercise was undertaken through a random sample of 40 community meals recipients, of which 20 were home based interviews and the remaining 20 were conducted by telephone.

The consultation exercise was designed to find out more about the contribution that community meals make to the overall provision of the recipients meals arrangements. The study also sought people's views regarding the future model of meals delivery and their meal preferences.

Consistent with the current data on the ethnic profile of community meals service users all those who were interviewed could be classified as White British with a preference for traditional British food, although a minority were interested in a wider choice of menu that included a more spicy ethnic type meal.

It is of interest that a significant number, 18 out of 40 interviewees, cook for themselves a frozen ready meal; consequently, there was a high level of acceptance of this type of meal. Whilst all interviewed indicated support for the continuation of the meal prepared and delivered the same day, half of those in the sample said that they would also consider the delivery of a hot frozen meal an acceptable alternative.

This appears to indicate that some service users would value the opportunity for greater choice.

In summary, whilst respondents valued the current service there was a positive interest by service users in a frozen food service.

Safe and well checks were perceived as being important to maintain for frail, isolated and vulnerable people.

There was limited interest in a diversification of the service in relation to a snack and salad delivery service.

Meals strategy for the provision of culturally appropriate meals for people from Black and Minority Ethnic Communities

Consultation has been undertaken with BME organisations, regarding the best way to provide a culturally appropriate service. In the main, these organisations expressed an interest in being directly involved in the provision of meals. The recommendations arising from this consultation is not to put this aspect of community meals out to tender at this present time. The report indicates a need to undertake further work, which will be completed by March 2006.

The standards for the meals will be similar to those outlined in the specifications for hot and frozen food.

Further consideration needs to be given to:

- Preparation and provision of meals;
- Acceptable providers;
- Number of potential users.

The procurement route

It is proposed that the service should be tendered with a priced schedule, which identifies separately the costs of the following three components:

- (a) the provision of a daily hot meals service;
- (b) the provision of a weekly or fortnightly home meals freezer scheme;
- (c) The delivery component of the hot meals service including safe and well checks.

The evaluation of the submissions will be based on quality and price and this evaluation process will include interviews and food tastings. This will provide an opportunity for the continued consultation with stakeholders particularly recipients of the meals service.

Conclusion

The current in- house provider will be asked to provide and quote a price for the provision of services in accordance with item 38.1 of the council's procedure rules.

In adopting this approach the Council can decide to proceed with one or more of the three components, whichever represents the best value for money, and in a way, that does not disadvantage the current in-house provider.

One of the outcomes from the stage 2 consultation exercise undertaken with community meals recipients is that the option to provide the service as either a hot meal cooked on the same day or a cooked frozen ready meal should continue to remain open and be subject to the tendering process. The tender evaluation process will take into account all of the factors included within the meals

specification for hot food, including nutritional content, food safety and special dietary needs.

Throughout stage 2 of the community meals project there has been ongoing briefings with staff within the service to ensure they are kept informed and updated on the plans to remodel the service.

On the 26th September, there will be a meeting with the trade unions when the plans for the service remodelling are to be tabled as part of the final stages of the consultation process.

Appendix 1A

WALSALL METROPOLITAN BOROUGH COUNCIL

SOCIAL CARE HOT MEALS SERVICE

OUTLINE SPECIFICATION

Definitions

Authorised Officer

The officer in Walsall Metropolitan Borough Council, with operational responsibility for the hot meals service.

Contract Manager

The officer in Walsall Metropolitan Borough Council with responsibility for the performance of the Contract.

National Association of Care Catering

The organisation responsible for the provision of advice to Councils about diet, nutrition and catering.

Non therapeutic meals

Meals that are not necessarily determined by medical condition.

Service Provider

The organisation responsible for the provision of the hot meals service under the terms of the Contract.

Service User

An individual who has been assessed as in need of a hot meals service by Walsall Metropolitan Borough Council, and who has been referred to the Provider for the supply of same.

1. DEFINITION AND LEVEL OF SERVICE

- 1.1 The contract is initially for the provision of individually portioned savoury hot meals and sweets, salads and sandwiches, seven days per week, including bank holidays.
- 1.2 The service caters mainly for older people who are unable to cook for themselves and in most cases are housebound. The Service Users receiving the service may be very vulnerable.
- 1.3 The Provider will provide workers to carry out the service together with administrative support. In total, the Provider will provide (x) meals per week as follows:-
 - The focus of the Service will be on the provision of (y) meals 5 days per week, that being Monday to Friday.
 - The service will initially provide (z) meals 2 days per week, that being Saturday and Sunday. It is anticipated that there will be an incremental rise in the number of meals provided at the weekend during the duration of the contract, as the demand for the service is established.
 - The Service will be provided three hundred and sixty five days of the year, three hundred and sixty six days in a leap year.
- 1.4 The Provider may require on occasion, as requested by the Authorised Officer, a time limited emergency catering service for residential or day establishments in the event of unforeseen difficulty with their own catering arrangements.

2. THE REQUIRED OUTCOMES

The following outcomes are required in the delivery of this contract:

- Service Users have been enabled to continue to live independently and safely within their own homes;
- Service Users have had the maximum choice regarding the level and nature of the service provided;
- Service Users' preferred lifestyle has been maintained with dignity and respect;
- Service Users have received meals that meet the requirements of this contract within the designated time frame;
- Service Users express satisfaction with their meals service.

3. **SERVICE STANDARDS**

3.1 **General Food Regulations**

The provider shall ensure, as a condition of the supply of meals to the Service User that it carries out any of the operations; namely the preparation, the processing, the manufacturing, the packaging, the storing, the transportation, the distribution, the handling and offering for supply or sale of food in a safe and hygienic way. The provider must also comply in particular, where relevant, with: -

- The Food Safety Act 1990;
- The Food Safety (General Food Hygiene) Regulations 1995;
- The Food Safety (Temperature Control) Regulations 1995;
- Any other relevant statutes and regulations which may be applicable during the lifetime of this contract.

3.2 **Standards of meals**

The variety of meals supplied under this contract will reflect the religious, dietary and cultural requirements of Service Users.

The provider shall institute and maintain a properly documented system of quality control to ensure that the contract standard is at all times properly maintained.

The meals supplied for the duration of the contract must be of a good and consistent quality and shall be measured by reference to the appropriate Statute, Orders, Regulations and Guidelines made in relation to: -

- a) description of the meal;
- b) content of the meal;
- c) additives;
- d) labelling;
- e) food premises;
- f) temperature control;
- g) heating and reheating;
- h) storage;
- i) hygiene;
- j) transportation;
- k) disposal of waste.

The meals supplied under this contract shall be of good commercial quality and must comply with the provisions of the Food Safety (General Food Hygiene) Regulations 1995 and all directly applicable European Union legislation.

All products must be provided with full details of contents including the percentage of meat, fish and vegetable content. This information should be provided in large print when required.

In the event of any meal being unfit for human consumption, the Council shall, in addition to any other rights or remedies, have the right to cancel the contract forthwith and recover any costs incurred by Walsall Council or any Service Users adversely affected by such.

3.3 **Planning of Menu**

The menu plan will be changed quarterly commencing on:

- a) 1st January;
- b) 1st April;
- c) 1st July;
- d) 1st October.

The menus shall be approved by the Authorised Officer 4 (four) weeks in advance of the periodic menu change. Service Users' preferences shall be taken into account when planning menus and there must be a system to record user's choice of menu preferences. Meals supplied shall comply with the approved menus provided except where change is necessitated by causes beyond the Service Provider's control.

The Authorised Officer in all other instances will require a minimum of 48 (forty eight) hours notice from the Service Provider to vary the approved menu selections. Should the Service Provider fail to notify the Authorised Officer within the prescribed times, the Service Provider may incur the meal cost for the meal variation. The Authorised Officer may request the Service Provider at any time to remove a meal product from the menu cycle.

The Service Provider will provide with its from of tender a monthly menu cycle based on the food content and standards set out in the Specification and monitoring of customer preferences.

The menu plan across the periods indicated will be measured by quality standards appertaining to:

- a) the variety of food offered;
- b) the range of food offered;
- c) the quality of food offered;
- d) the nutritional value of food offered.

3.4 **Range and Choice (Details on choice to be confirmed following customer consultation).**

The Service Provider shall design a monthly menu cycle, which includes a daily minimum choice of 2 (two) traditional hot dishes, a salad, a vegetarian dish and a sandwich meal option, each of which must meet the required standards as set out in this specification. Sweets will comprise a minimum choice of traditional hot or cold pudding, fresh fruit, cheese and biscuits or yoghurt. No dish shall appear on the menu more than twice in any 7 (seven) day period and no dish shall appear on the menu on the same day of the week more than once in any 28 day period. All meals should be low salt, as defined in the NACC guidelines.

The provider shall offer Service Users a choice from the menu each day for the service the following day, or if the Service User prefers, provide them with a copy of the whole week's menu.

On Christmas Day the Service Provider will be required to deliver "Goody Boxes" in addition to the normal meal delivery. The contents of the Goody Boxes are detailed in Schedule 1. A traditional Christmas meal will be offered on Christmas day and as part of the choice menu in the preceding week.

A choice of a roast entree meal is to be provided on a Sunday for all Service Users.

3.5 **Special Requirements**

For Service Users with special dietary needs, (z) alternative choices shall be offered on the Weekend/ Bank Holiday service.

On occasions, the Service Provider will be required to provide individual diets for Service Users. The Service Provider shall invoice individually and price in accordance with the nearest similar meal in the Pricing Document.

On receipt of a letter or diet sheet from the Medical Practitioner/ Dietician, the Authorised Officer shall specify in writing to the provider the type of diet required. The Service Provider must process such requests with immediate effect ensuring the Service User is in receipt of the correct meal type for the following day's service.

The menus will reflect the accessibility to, and the availability of meals that meet the special dietary needs that Service Users may require. The Provider will be informed of these special dietary needs by the Service User's GP and Dietician via WMBC.

The Service Provider will also meet reasonable requests relating to individual Service Users tastes e.g. no red meat, no pork etc, and there must be a recording system and demonstrable approach to asking users about their preferences.

When preparing soft diets the Service Provider must ensure that the meal is well presented and appetising.

When compiling menus the Service Provider will take into account limitations such as ill-fitting denture, loss or reluctance to wear dentures, mouth ulcers and loss of teeth. All food, where possible, including potatoes and vegetables must be moist to compensate for poor dentition in older people. These meals must meet the nutritional requirements of the meal recipient. The Service Provider will indicate on menus if a particular item is unsuitable for people who experience difficulty with chewing or swallowing.

The requirements of this section are detailed in the recommendations currently in force from the National Association of Care Catering.

3.6 **Nutrition**

The meals supplied will at the point of delivery to doorstep reflect the recommendations currently in force from the National Association of Care Catering related to: -

- calorific content;
- amount of fat per portion;
- amount of protein per portion;
- amount of carbohydrate per portion;
- amount of fibre per portion;
- amount of iron per portion;
- amount of vitamins per portion.

All produce used must be free from disease, discolouration, bruising, dirt, grit, mould, damage by frost or other causes; and shall generally be safe, wholesome and suitable for the persons for whom the food is supplied. The Service Provider shall not use food that has been subject to irradiation as a method of preservation. The Service Provider shall not use mechanically recovered meat and/or pumped and formed protein of any description as an ingredient in any food products.

The Service Provider shall not use food that has been subject to the sous vide process.

The Service Provider shall not use cook chill products.

The Service Provider must only use safe and permitted colourings and preservatives. These should only be used when it is justifiably appropriate or essential. They must be produced by the best and safest method and must not affect quality or be a health risk. They must not cause allergies or other forms of intolerance, and must be non toxic.

The Service Provider will be required to avoid providing meat or fish containing small bones in order to minimise the risk of choking in vulnerable Service User.

3.7 **Suppliers**

The Service Provider shall provide details of all suppliers to be used in the performance of this Contract with respect to the preparation and delivery of the meal as part of their tender submission.

The Service Provider shall advise the Authorised Officer of any changes in suppliers during the course of the contract.

The Service Provider shall ensure that these suppliers are inspected regularly and results shall be made known to the Authorised Officer.

3.8 **Size and Packaging of Meals**

The meals provided will reflect the recommendations in force at the point of delivery from the National Association of Care Catering. Consequently they will be a minimum of between 315-340 grams (cooked weight) for a main course provided, and 165-195 grams (cooked weight) for a sweet.

The Service Provider shall ensure that all packaging/ labelling complies with current legislation. The Service Provider shall also ensure that 2 (two) or 3 (three) compartment trays are used for the main course.

Main courses will be provided in a suitable container (200mm x 130mm x 30 mm) whilst sweets will be provided in an appropriate container (122mm x 96mm x 34mm), both as approved by the Authorised Officer.

Packaging must be easy for the Service User to open and/or be opened for the Service User, having regard to impaired vision or fine motor function. It should also comply with the Council recycling policy as advised by the Authorised Officer.

All food products shall be packaged and wrapped sufficiently to protect them from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Provider.

The Authorised Officer will approve the proposed packaging before commencement of the Contract. No changes to the packaging, after the commencement of the Contract, will be allowed without prior agreement, in writing from the Authorised Officer.

4. DELIVERY OF THE SERVICE

4.1 Standards of Conduct

Any improper conduct against a Service User by any person, which comes to the attention of the Provider, must be reported immediately to the Contract Manager. In connection with Service Users, improper conduct against them includes:

- neglect;
- assault, physical or verbal abuse, or any act of cruelty;
- racial harassment/ discrimination;
- sexual harassment or sexual abuse;
- fraud or theft;
- any other deliberate act or neglect to which any unnecessary mental or physical pain, distress or anguish may be attributable;
- any inducement to involve anyone in the above or in actions which would be considered unacceptable in the light of the care principles and standards.

The Provider must comply with all areas of the Provider's Adult Protection Policy.

The Provider's staff must not take children or any person who is not a representative of the Provider with them into the vehicle, and only people who have been given the permission of the provider shall be allowed in the vehicle. The provider staff must not take children or any other person who is not a representative of the Provider into the Service User's home. Authorised persons (i.e. those employed to undertake specific tasks and duties related to this Contract) must only make entry to the Service User's home with their prior permission.

4.2 Confidentiality

The Provider must take adequate steps to ensure that all staff, or others engaged on its behalf, are fully aware of the details of the Provider's confidentiality policy. This policy must stress that information disclosed to the Provider concerning a Service User or potential Service User, remains confidential to them, and may only be used for the purpose for which it is disclosed.

Likewise, the Authorised Officer must ensure that all details of the Service User are treated with confidentiality within the Council's confidentiality policy.

4.3 **Time of delivery**

Meals will be delivered to all Service Users within a Delivery Time Window of between 12.00 midday and 1.45pm.

4.4 **Continuity of Service**

It is the responsibility of the Provider to ensure that the service is delivered at all times, irrespective of staff shortages and/or absences.

Further, the Provider will make every effort to maintain continuity of workers e.g. by the use of named workers with individuals or groups so that:

- Service Users do not have unnecessary numbers of staff to relate to;
- the numbers of people holding confidential information can be kept to a minimum;
- the risk of confusion and mistrust can be minimised.

In the week preceding a bank holiday the Service Provider must check with Service Users to establish whether they need a meal on the holiday.

The Service Provider must deliver to all Service Users requiring the service. Any errors or oversights must be rectified immediately and under no circumstances must a Service User be deprived of a meal. In the event that the Service Provider does not comply with this requirement the Authorised Officer shall make arrangements for a meal to be provided by other means e.g. home carer cooking a meal, the cost of which shall be met by the Service Provider.

4.5 **Information for Service Users**

Providers should supply an information leaflet to Service Users to include delivery method, price, range of choice of meals available etc. Both of these documents must be produced in consultation with the Authorised Officer.

On a maximum of 6 (six) occasions per year, the Service Provider may be required to deliver or to collect communications to/from all Service Users on behalf of the Authorised Officer. Examples might include user surveys or information letters. The Authorised Officer will give the Service Provider 2 (two) weeks notice of any such requirement. The Service Provider will comply with the Authorised Officer's request in this respect at no cost to the Council.

4.6 **Safe and well check**

It is expected that the driver will spend a determined and appropriate amount of time with each Service User when delivering the meals, ensuring that they are satisfied before requesting the Service Users signature on the delivery note. Where necessary this will include, to an agreed specification, a safe and well check for the individual as notified to the Provider by the Authorised Officer.

4.7 **Cessation of the Service to Individual Users**

The Provider must request a review if they feel they cannot meet the requirements of the service or meet the needs of individual Service Users. Under no circumstances will the Provider terminate or suspend the service, or any part of it, without first discussing the situation with the Authorised Officer, to arrange a review.

Every effort will be made to ensure that a minimum of 24 hours notice will be given to the Provider prior to the cancellation of the service, temporarily or permanently, by the Authorised Officer in respect of individual Service Users.

If the Authorised Officer is aware of individual circumstances where the service is not required, every effort will be made to notify the Provider to prevent any unnecessary call or delivery to a Service User.

The withdrawal of service from individual Service Users at the instigation of the Provider is subject to 24 hours notice.

5. **ADDITIONS AND VARIATIONS**

The Provider must take all reasonable steps to inform the Service User of any changes in service to those specified in the contract. This must also be recorded and reported to the Authorised Officer of the Social Services Department. It remains the Provider's responsibility to meet the need for which the service was specified, and to ensure the welfare of the Service User is being monitored.

6. **VEHICLES AND DELIVERY**

6.1 **Standards of Transportation and Delivery**

Delivery is to be provided in appropriate vehicles, providing the necessary equipment to ensure delivery of hot meals to the home of the Service User which meet the required health and safety, hygiene and nutritional standards. The Council reserves the right to inspect the Provider's vehicles, by the Environmental Health Officer or approved

officers, at any time to ensure that goods for delivery shall arrive free from contamination.

The vehicles must be less than 5 (five) years old and must comply in all respects with the provisions of the Road Traffic Acts. The Service Provider shall provide, maintain and service vehicles as may be required for the transportation of meals.

Vehicles used by the Service Provider must be recognisable as community meals delivery vehicles; carrying both the Service Provider's logo and name, and a logo indicating that meals are being delivered under contract from the Council.

The Service Provider is required to provide with its form of tender details of the number and types of vehicles that are to be used for the transport of meals. This list shall also include:-

- any special fittings or adaptations made to the vehicles in order to fulfil the Contract specifications and conditions;
- details of emergency arrangements if any vehicle(s) are not available for meal transport;
- make and model of vehicle;
- year of first registration.

The Service Provider shall ensure that all employees are properly and presentably dressed in appropriate uniforms, work wear and identification.

The Provider must supply the drivers with identification (ID) badges that must be worn at all times.

All drivers must be police checked (enhanced Criminal Records Bureau check).

Personal hygiene of the driver(s) delivery staff shall be of the highest standard, and clean protective clothing shall be worn. Smoking shall not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean, hygienic condition as should all the storage and transporting equipment used in the vehicle.

Each Service User's delivery shall be assembled in suitable containers to separate it from other orders on the delivery vehicle.

All staff involved in the delivery of meals must be able to demonstrate skills and knowledge including a caring manner, calmness, good communication skills and ability to work under pressure. Delivery staff must be able to demonstrate sensitivity to the cultural needs associated with Service Users of ethnic minorities for whom English may be their second language.

The Provider, via the delivery driver, is required to provide the Service User with information on the requirement, on the grounds of food hygiene, not to store or reheat meals in a format agreed between the Authorised Officer and the Provider.

6.2 **Delivery Responsibilities**

Meals must always be given to the Service User and never left inside/ outside a premises in the Service Users absence, or with a neighbour, warden etc, unless prior permission has been obtained from the Authorised Officer.

The Service Provider/ Driver must not undertake home care or personal care related tasks for the Service User, nor are they to provide transportation for Service Users.

The Social Services Out-of-Hours service shall be contacted by the Service Provider in the event of a major incident that could prevent the operation of the Weekend/ Bank Holiday service.

In exceptional circumstances the Service Provider may be required to deliver additional meals to Service Users who would normally attend a day centre or be assisted by a carer but are unable to do so e.g. because of very severe weather conditions.

The Service Provider will notify the Authorised Officer in the event of a “No Reply” being received from the Service User’s address. The Service User shall comply with the Social Services “No Reply Procedure”, as outlined in Schedule 2. The Authorised Officer must be notified by 1pm and 3pm each day between Monday and Friday on form (ref no). The Authorised Officer may on occasion request the Service Provider to return to the Service User with a meal where a no reply has been received.

Where “No Replies” are received at the Weekend or Bank Holiday service the Service Provider will attempt to contact either the Service User directly by telephone or the next of kin to ascertain the whereabouts of the Service User in addition to the “No Reply Procedure” set out in Appendix (ref no).

If contact cannot be made the Service Provider shall contact the Social Services Out-of-Hours service with the Service User’s details. A member of this team will investigate and report back their findings/ action taken. The Service Provider must report these details and responses received from the Out of Hours Service on form (ref no) This form must be returned to the Authorised Officer on the first working day after the Weekend/ Bank Holiday service. If, however, the Service User is located, the Service Provider should send out a meal where practicable.

The Service Provider shall advise the Authorised Officer if the Service User repeatedly discards their meal (i.e. on more than one occasion in any week), a Service User is repeatedly away from home, a Service User informs the delivery staff or delivery staff have evidence that the Service User prepares a hot meal at another time of the day, delivery staff have evidence of a Service User purchasing meals for him/herself or being physically active (e.g. going out of their home unaided). Additionally, if it would appear to the Service Provider that the Service User may be able to cope with freezer meals (e.g. the Service User can make a cup of tea/ boil a kettle), then the Service Provider shall inform the Authorised Officer.

7. AN ASSURED SAFE CATERING SYSTEM

The Provider will have an “Assured Safe Catering System”. This system will look at all the components of the operations of “the food business” (namely the preparation, processing, manufacturing, packing, storing, transportation, distribution, handling and sale or supply of hot food).

Through an analysis of each step of the catering operation, any element that may affect the safety of the food must be identified. Once any ‘hazard’ is defined, the systems and procedures must be able to control that hazard.

The Assured Catering System must:

- ensure there is appropriate planning to prepare people for the introduction of the System;
- ensure that there is a designated team who can recognise ‘hazards’, ‘control measures’ and ‘critical control points’;
- ensure the catering operation is defined through a flow diagram which identifies each and every step of the operation;
- ensure, through the use of the flow chart, that the following are identified:
 - a) the hazards;
 - b) the control measures;
 - c) the critical control points, and that;
 - d) a documented system of procedures to check and record that the controls have been applied is in place.
- ensure that staff are trained in the documented systems of procedures and that they complete appropriate record sheets and can understand and operate any guidance notes issued. These guidance notes issued to staff will advise them as to:
 - a) What has to be done?

- b) How it is to be done?
- c) When it is to be done?
- d) Where it is to be done?
- e) Who is to do it?

- ensure that the system is operating smoothly and to ensure the critical control points are being monitored;
- ensure that the above monitoring system will be carried out for each stage of the operation;
- ensure that, once the system has been established, it is operating correctly and in particular that the critical control points are being applied, and monitored on a defined timescale;
- ensure that all staff are adequately trained to operate the system;
- ensure that a regular review of the system is undertaken every two months.

8. COMPLAINTS

The Authorised Officer expects that any complaints made by Service Users are to be responded to, and recorded accordingly in a manner agreed with the Authorised Officer, that can be used for monitoring purposes.

The Provider will operate a complaints procedure and will inform any complainants of the existence of the Social Services complaints procedure.

9. MONITORING AND REVIEW OF THE SERVICE

9.1 Monitoring Usage of Meals

An important feature of community meals services is Service User contact. The Provider will be required to monitor Service User usage of supplied meals and to take all reasonable steps to correct anomalies, for example, Service Users not eating hot meals immediately after delivery. If it is apparent that the Service User is not using the system safely, this fact must be reported to the Authorised Officer.

In order that Walsall Council can monitor the efficiency of the contract, the Provider will be required to submit management information, detailing usage for each meal, on a quarterly basis.

9.2 Monitoring the Service

The Provider shall monitor and record all components of the service in a manner agreed with the Purchaser in particular:

- all the names and relevant details of all Service Users utilising the service, ensuring that they have been referred by the Council and are entitled to the service;
- all the records related to the planning, organising, purchasing and sale of food, including the number of meals sold reconciled to income;
- all records required by the Assured Safe Catering System;
- all records required by this agreement and legislation related to; the employment and payment of staff and their expenses
- all records related to the time-keeping of staff;
- all necessary records concerning service delivery, invoices and financial transactions relevant to the service;
- all route plans, driver's records, relevant vehicle records and signed documentation from the Service Users that they have received the service (including a copy of receipts issued for any monies received from the Service User);
- nutritional analysis of meals and the contribution of meals to EAR/RNI as well as the weight of each ingredient (raw and/or cooked) in the meal.

Records will include details of all complaints, actions and outcomes.

Records are to be retained by the Provider for a minimum period of three years.

The Provider will provide the Purchaser with a nutritional analysis of each menu choice it supplies, including details of the composition and weight of each meal.

During the contract period, the provider shall supply samples of meals for analysis by the Council, whenever the Council shall so request in writing, upon receipt of the request.

The Authorised Officer shall at all reasonable times be permitted by the Provider to inspect any premises in which any product supplied under this contract is being prepared or stored.

The Service Provider shall provide to the Authorised Officer on request recipe details of meals and methods of cooking or preparation. The Service Provider shall advise the Authorised Officer upon request of the source of any meal ingredient, to assure that it has been purchased from a reputable source. Menus, catalogues and packaging (where applicable) must indicate clearly if meals contain irradiated foodstuffs. Meals should not contain genetically modified foodstuffs. All beef used shall be certified as being from BSE free herds. The Service Provider must ensure that all foodstuffs used in the provision of the service comply in all respects with all Government regulations and guidelines in force at any time during the Contract period.

A Steering Group will meet monthly with representatives from both the Service Provider and the Service Purchaser. The meeting will consider the following:-

- a) Menus;
- b) Routes;
- c) Compliance with Delivery Time Window;
- d) Compliance with NACC Standards for nutritional content, choice and food safety;
- e) Complaints;
- f) Ongoing progress towards the development agenda as identified by the Purchaser.

It is anticipated that the Steering Group will meet for the first twelve (12) months of the contract and will then be incorporated into the business of the quarterly monitoring meeting.

The Provider is required to supply the Purchaser with the following monitoring information on a quarterly basis in a format to be agreed with the Purchaser:-

- a) The number of complaints and compliments received about the Service, with a record kept about the nature of the complaints and how they were resolved.
- b) Record of incidents and responses made.
- c) Response Times – the number of deliveries made within the specified time and the number outside of the targets, with reasons for failure to meet the target.

The Provider will provide a record of staffing levels in the format outlined in Appendix x.

The Provider will provide a summary of the information presented at the monthly Steering Group to inform on the performance of the Provider against the identified criteria.

9.3 **Review of the Service**

The hot meals service supplied under this contract will be formally reviewed on an annual basis prior to the commencement of the new financial year. The review will focus on the service provided in the previous year, the monitoring information supplied by the Provider, any monitoring undertaken by the Council, and will include a review of the contract price.

It will include:-

- a) Quarterly Monitoring Reports;
- b) A review of the performance and delivery of the Service during the period of the last twelve (12) months of the Contract;

- c) Proposals to improve the performance and delivery of the Service during the forthcoming year;
- d) Financial Audit.

The Provider shall, upon a written request from the Purchaser provide such written evidence or other supporting information as the Purchaser may require to verify and audit the information and other materials contained in the Annual Review and Improvement Plan.

The Provider shall produce an annual report of Service User and carer views of the Service. This must show evidence that workers check regularly with Users how far the service is delivering their needs, making any necessary changes to better accommodate needs. Carrying out an annual consumer satisfaction survey may do this.

10. PERFORMANCE INDICATORS

The following performance indicators shall be used to monitor the service provided by the Service Provider, other specific targets may also be required. This shall be notified prior to the commencement of the contract.

- a) 100% of the meals ordered shall be delivered within the prescribed time and/or the required temperature set out in the specification.
- b) 95% of the choice menu selections shall remain unchanged once approved by the Authorised Officer.
- c) The standards/ quality of the meals provided.
- d) The number of invoices received within the time scale set out in the specification.

PERFORMANCE INDICATOR	REQUIRED PERFORMANCE LEVEL	HOW MONITORED	FREQUENCY
PI 1: Service Provider to indicate acceptance of service within two (2) hours of referral.	100% compliance	Monitoring return. Care management feedback.	Monthly Ongoing
PI 2: Service commences within twenty-four (24) hours following referral.	100% compliance	Monitoring return Council monitoring visits	Monthly Periodic

PI 3: Service to comply with dietary needs	100% compliance	Complaints analysis from users and care managers	Ongoing
PI 4: Service Users to be informed in advance of changes of menu	100% compliance	Monitoring return	Monthly
		Complaints analysis from users	Ongoing
		Exceptions reporting	Ongoing
PI 5: The Service Provider undertakes 6 monthly user satisfaction surveys	75% customer satisfaction	Monitoring return	6 monthly
PI 6: Vulnerable people are not subject to abuse by the crew	100% compliance	0% provider reports on proven abuse.	Ongoing
		Complaints from users/ carers/ others	Ongoing
PI 7: Availability of service during hours and days set out in the specification	100% compliance	Monitoring returns Feedback from care managers	Monthly Ongoing
PI 8: All meals provided will meet the microbiological criteria set out in the specification	100% absolute compliance	Contractors sampling and control methods. Monitoring scrutiny visits.	Ongoing Ongoing
PI 9: All hot meals to be stored at sixty three degrees Celsius (in delivery vehicles)	100% absolute compliance	Contractors sampling and control methods. Monitoring scrutiny visits.	Ongoing Ongoing

Appendix 1B

WALSALL METROPOLITAN BOROUGH COUNCIL

SOCIAL CARE FROZEN MEALS SERVICE

OUTLINE SPECIFICATION

Definitions

Authorised Officer

The officer in Walsall Metropolitan Borough Council, with operational responsibility for the frozen meals service.

Contract Manager

The officer in Walsall Metropolitan Borough Council with responsibility for the performance of the Contract.

National Association of Care Catering

The organisation responsible for the provision of advice to Councils about diet, nutrition and catering.

Non therapeutic meals

Meals that are not necessarily determined by medical condition.

Service Provider

The organisation responsible for the provision of the frozen meals service under the terms of the Contract.

Service User

An individual who has been assessed as in need of a frozen meals service by Walsall Metropolitan Borough Council, and who has been referred to the Provider for the supply of same.

1. **DEFINITION OF SERVICE**

The contract is initially for the provision of approximately (x) individually portioned savoury frozen meals per week to around (y) Service Users. There is no guaranteed level of business.

- 1.2 The service caters mainly for older people who are unable to cook for themselves and in some cases are housebound. The Service Users receiving the service may be very vulnerable.
- 1.3 The Provider will provide the service to individual users requiring a meal at least 3 (three) days per week.

2. **THE REQUIRED OUTCOMES**

The following outcomes are required in the delivery of this contract:

- Service Users have been enabled to continue to live independently and safely within their own homes;
- Service Users have had the maximum choice regarding the level and nature of the service provided;
- Service Users' preferred lifestyle has been maintained with dignity and respect;
- Service Users have received meals that meet the requirements of this contract within the designated time frame;
- Service Users express satisfaction with all aspects of their meal and its delivery.

3. **SERVICE STANDARDS**

3.1 **General Food Regulations**

The Provider shall ensure, as a condition of the supply of meals to the Service User that it carries out any of the operations; namely the preparation, the processing, the manufacturing, the packaging, the storing, the transportation, the distribution, the handling and offering for supply or sale of food in a safe and hygienic way. The Provider must also comply in particular, where relevant, with:

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- The Food Safety Act 1990;
- The Food Safety (General Food Hygiene) Regulations 1995;
- The Food Safety (Temperature Control) Regulations 1995;
- Any other relevant statutes and regulations which may be applicable during the lifetime of this contract.

3.2 **Standards of meals**

The variety of meals supplied under this contract will reflect the religious, dietary and cultural requirements of Service Users.

The range of meals to be offered must be suitable for reheating in a domestic gas or electric oven, steamer or domestic microwave oven.

The Provider shall institute and maintain a properly documented system of quality control to ensure that the contract standard is at all times properly maintained.

The meals supplied for the duration of the contract must be of a good and consistent quality and shall be measured by reference to the appropriate Statute, Orders, Regulations and Guidelines made in relation to: -

- a) description of the meal;
- b) content of the meal;
- c) additives;
- d) labelling;
- e) food premises;
- f) temperature control;
- g) heating and reheating;
- h) storage;
- i) hygiene;
- j) transportation;
- k) disposal of waste.

The meals supplied under this contract shall be of good commercial quality and must comply with the provisions of the Food Safety (General Food Hygiene) Regulations 1995 and all directly applicable European Union legislation.

All products must have a full colour presentation lid and provide information to a full retail specification, including the percentage of meat or fish content, production date and best before date. This information should be provided in large print when required.

Under no circumstances whatsoever shall partly defrosted products be re-frozen with the intention of supplying the same for delivery at a later date.

In the event of any product being unfit for human consumption, the Council shall in addition to any other rights or remedies have the right to cancel the contract forthwith and recover any costs incurred by Walsall Council or any Service Users adversely affected by such.

3.3 **Content of Menu**

The menu plan across the periods indicated will be measured by quality standards appertaining to:

- a) the variety of food offered;
- b) the range of food offered;

- c) the quality of food offered;
- d) the nutritional value of food offered.

3.4 **Special dietary requirements**

The menus will reflect the accessibility to, and the availability of meals that meet the special dietary needs that Service Users may require. The Provider will be informed of these special dietary needs by the Service User's GP and Dietician via WMBC.

When providing soft diet options the Service Provider must ensure that the meal is well presented and appetising.

When compiling menus the Service Provider will take into account limitations such as ill-fitting dentures, loss or reluctance to wear dentures, mouth ulcers and loss of teeth. All food, where possible, including potatoes and vegetables must be moist to compensate for poor dentition in older people. These meals must meet the nutritional requirements of the meals recipient. The Service Provider will indicate on menus if a particular item is unsuitable for people who experience difficulty with chewing or swallowing.

The requirements of this section are detailed in the recommendations currently in force from the National Association of Care Catering.

3.5 **Nutrition**

The meals supplied will reflect the recommendations in force, at the time of delivery, from the National Association of Care Catering relating to: -

- calorific content;
- amount of fat per portion;
- amount of protein per portion;
- amount of carbohydrate per portion;
- amount of fibre per portion;
- amount of iron per portion;
- amount of vitamins per portion.

All produce used must be free from disease, discolouration, bruising, dirt, grit, mould, damage by frost or other causes and shall generally be safe, wholesome and suitable for the persons for whom the food is supplied. The Service Provider shall not use food that has been subject to irradiation as a method of preservation. The Service Provider shall not use mechanically recovered meat and/or pumped and formed protein of any description as an ingredient in any food products.

The Service Provider shall not use food that has been subject to the sous vide process.

The Service Provider must only use safe and permitted colourings and preservatives. These should only be used when it is justifiably appropriate or essential. They must be produced by the best and safest method and must not

affect quality or be a health risk. They must not cause allergies or other forms of intolerance and must be non toxic.

The Service Provider will be required to avoid providing meat or fish containing small bones in order to minimise the risk of choking in vulnerable Service Users.

3.6 Suppliers

The Service Provider shall provide details of all suppliers to be used in the performance of this Contract as part of their tender submission.

The Service Provider shall advise the Authorised Officer of any changes in suppliers during the course of the contract.

The Service Provider shall ensure that these suppliers are inspected regularly and the results shall be made known to the Authorised Officer.

3.7 Size and Packaging of Meals

The Service Provider shall ensure all packaging/ labelling complies with current legislation. The Service Provider shall ensure that 2 (two) or 3 (three) compartment trays are used for the main course.

The meals provided will reflect the recommendations in force at point of delivery from the National Association of Care Catering. At the current time this means that they will be a minimum of between 315-340 grams (cooked weight) for a main course provided and 165-195 grams (cooked weight) for a sweet, if provided.

Packaging must be easy for the Service User to open. It should also comply with the Council recycling policy as advised by the Authorised Officer. All food products shall be packaged and wrapped sufficiently to protect them from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Provider. Packaging should be simple for the user to open, having regard to the impaired vision or fine motor function, and be recyclable.

The Service Provider shall ensure each individual meal container displays the name of the food product, date of production of the meal, best before or use by date, ingredients, total weight and the name and address of the registered office of the manufacturer.

The Service Provider will identify the therapeutic diet meals by a coloured label/ code on the lid of the container. The therapeutic diet meals will be clearly labelled by the Service Provider.

The Authorised Officer will approve the proposed packaging before commencement of the Contract. No changes of the packaging, after the commencement of the Contract, will be allowed without prior agreement, in writing from the Authorised Officer.

4. DELIVERY OF THE SERVICE

4.1 **Standards of Conduct**

Any improper conduct against a Service User by any person, which comes to the attention of the Provider, must be reported immediately to the Contract Manager. In connection with Service Users, improper conduct against them includes:

- neglect;
- assault, physical or verbal abuse, or any act of cruelty;
- racial harassment/ discrimination;
- sexual harassment or sexual abuse;
- fraud or theft;
- any other deliberate act or neglect to which any unnecessary mental or physical pain, distress or anguish may be attributable;
- Any inducement to involve anyone in the above or in actions which would be considered unacceptable in the light of the care principles and standards.

The Provider must comply with all areas of the Council's Adult Protection Policy.

The Provider's staff must not take children or any person who is not a representative of the Provider with them into the vehicle, and only people who have been given the permission of the Provider shall be allowed into the vehicle. The Provider's staff must not take children or any other person who is not a representative of the Provider into the Service User's home. Authorised persons (i.e. those employed to undertake specific tasks and duties related to the Contract) must only make entry to the Service User's home with their prior permission.

4.2 **Confidentiality**

The Provider must take adequate steps to ensure that all staff, or other engaged on its behalf, is fully aware of the details of the Provider's confidentiality policy. This policy must stress that information disclosed to the Provider concerning a Service User or potential Service User, remains confidential to them, and may only be used for the purpose for which it is disclosed.

Likewise, the Authorised Officer must ensure that all details of the Service User are treated with confidentiality within the Council's confidentiality policy.

4.3 **Continuity of Service**

It is the responsibility of the Provider to ensure that the service is delivered at all times, irrespective of staff shortages and/or absences.

The Provider will further make every effort to maintain continuity of workers e.g. by the use of named workers with individuals or groups so that:

- a) Service Users do not have unnecessary numbers of staff to relate to;
- b) the numbers of people holding confidential information can be kept to a minimum;

- c) the risk of confusion and mistrust can be minimised.

The Provider will have a responsibility to ensure adequate supplies of meals are made available to Service Users to meet extended holiday periods.

The Provider will ensure that alternative services are in place where the agreed service or any part of it cannot be delivered for whatever reason. The Provider must inform the Service User as soon as possible and ensure that the Authorised Officer is informed.

4.4 **Information for Service Users**

The Service Provider, at their own expense, shall provide to each Service User a meal brochure containing accurate colour pictures and descriptions of meals and their components, stating nutritional value, weight and clear indication of their ability to satisfy a range of therapeutic requirements. The brochure should be easily understood by Service Users to enable them to make an informed selection. All meal types described in the brochure must be available at the time of the issue of the meal brochure. A Braille and large print version of the brochure must also be available.

The Service Provider shall update the brochure on a yearly basis, which will contain a large variety of main course meals, hot and cold desserts (minimum of 24 main course meals is required). In addition a further 14 (fourteen) vegetarian meals must also be available, along with culturally specific meals reflective of the local community, and specialist therapeutic meals.

The Service Provider shall, at their own expense, distribute, collect and process printed meal order forms to each Service User on a weekly/ fortnightly basis so that Service Users can indicate their choice of meals to be delivered for the following week/ fortnight.

Service Users receiving frozen meals should have instructions on storage and reheating. Such instructions should be in large print to meet the requirements of Service Users who are partially sighted.

On a maximum of 6 (six) occasions per year, the Service Provider may be required to deliver or to collect communications to/from all Service Users on behalf of the Authorised Officer. Examples might include user surveys or information letters. The Authorised Officer will give the Service Provider two (2) weeks notice of any such requirement. The Service Provider will comply with the Authorised Officer's request in this respect at no cost to the Council.

4.5 **Manner of delivery**

The Service Provider shall make arrangements with the Service User within 48 (forty eight) hours of receiving the authorised Service Request Form from the Authorised Officer, to introduce the service to them in their own home, unless the Authorised Officer agrees otherwise. A suitably qualified member of staff employed by the Service Provider shall undertake the introductory visit.

At the introductory visit, the Service Provider shall consult with the Service User and their carer as to how the service shall be provided; and seek their views and preferences on access arrangements and times.

At this visit the Service Provider should give the Service User and their carer the following written information (translated as appropriate): -

- a) A leaflet describing the service and the standards the Service User can expect of the service including a contact number of the Service Provider which will be staffed during service hours.
- b) Information about how to make a complaint about the service, to whom and how it will be handled, including the name and contact number of their responsible Officer in Walsall Council.
- c) The name(s) of their driver(s) and name(s) of the substitute driver(s) whenever possible.
- d) Menu brochure and meals order form.

Where required, the Service Provider will at their own expense, loan Service Users a table top freezer and a steamer, microwave or other means of generating frozen meals.

It is expected that the Service Provider shall make the first delivery to a new Service User at the same time as the introductory visit and no later than 3 (three) working days from receipt of the Service Request Form. The Service Provider will confirm the number of referrals received by email or FAX at the end of each week, and will confirm with the Authorised Officer the date at which the service for each Service User is to commence.

The Service Provider will deliver the meals on the day and time (within 2 hour band) agreed with the Service User.

The Service Provider shall ensure the delivery of the meals and desserts at the quantity and preferences requested by Service Users from the previous week/ fortnight; checking that these meals and desserts are to the satisfaction of the Service User before delivering and collecting payment from the Service User.

It is expected that the driver will spend a determined and appropriate amount of time with each Service User when delivering the meals, ensuring that they are satisfied before requesting the Service Users signature on the delivery note.

4.6 Cessation of the Service to Individual Users

The Provider must request a review if they feel they cannot meet the requirements of the service or meet the needs of individual Service Users. Under no circumstances will the Provider terminate or suspend the service, or any part of it, without first discussing the situation with the Authorised Officer of the Social Services Department, to arrange a review.

Every effort will be made to ensure that a minimum of 24 hours notice will be given to the Provider prior to the cancellation of the service, temporarily or permanently, by the Authorised Officer in respect of individual Service Users.

If the Authorised Officer is aware of individual circumstances where the service is not required, every effort will be made to notify the Provider to prevent any unnecessary call or delivery to a Service User.

The withdrawal of service from individual Service Users at the instigation of the Provider is subject to 24 hours notice.

5. ADDITIONS AND VARIATIONS

Any additional meals requested by referred Service Users, above the number identified by the Authorised Officer, or any enhancement to the contracted service (for example, the requirement of a sweet), will be supplied at full cost to the Service User.

The Provider must take all reasonable steps to inform the Service User of any changes in service to those specified in the contract. This must also be recorded and reported to the Authorised Officer of the Social Services Department. It remains the Provider's responsibility to meet the need for which the service was specified, and to ensure the welfare of the Service User is being monitored.

New lines and changes in demand will require the inclusion of extra items during the contract period. These extra items must be available to Service Users at the same preferential rates applicable to other items available at the beginning of the contract period.

6. VEHICLES AND DELIVERY

6.1 Standards of Transportation and Delivery

Delivery is to be provided in appropriate refrigerated vehicles. The Council reserves the right to inspect the Provider's vehicles, by the Environmental Health Officer or approved officers, at any time to ensure that goods for delivery shall arrive free from contamination.

The vehicles must be less than 5 (five) years old and must comply in all respects with the provisions of the Road Traffic Acts. The Service Provider shall provide, maintain and service vehicles as may be required for the transportation of meals.

Vehicles used by the Service Provider must carry the Service Provider's logo and name, and a logo indicating that meals are being delivered under contract from the Council.

The Service Provider is required to provide with its form of tender details of the number and types of vehicles that are to be used for the transport of meals. This list shall also include:-

- any special fittings or adaptations made to the vehicles in order to fulfil the Contract specifications and conditions;
- details of emergency arrangements if any vehicle(s) are not available for meal transport;

- make and model of vehicle;
- year of first registration.

The Service Provider shall ensure that all employees are properly and presentably dressed in appropriate uniforms, work wear and identification.

Drivers will be required to undertake deliveries in the Borough 5 days a week, Monday to Friday, at a frequency of fortnightly to all Service Users unless agreed otherwise.

The Provider must supply the drivers with identification (ID) badges that must be worn at all times. The Authorised Officer must be notified of names of staff used and any replacement staff that may be needed to provide cover for holidays and sickness and any other absences. All drivers must be police checked (enhanced Criminal Records Bureau check).

Personal hygiene of the driver(s) delivery staff shall be of the highest standard, and clean protective clothing shall be worn. Smoking shall not be permitted. The vehicle interior shall be maintained in a clean, hygienic condition as should all the storage and transporting equipment used in the vehicle.

Each Service User's delivery shall be assembled in suitable containers to separate it from other orders on the delivery vehicle.

All staff involved in the delivery of meals must be able to demonstrate skills and knowledge including a caring manner, calmness, good communication skills and ability to work under pressure. Delivery staff must be able to demonstrate sensitivity to the cultural needs associated with Service Users of ethnic minorities for whom English may be their second language.

The delivery driver is required to place the meals in the Service User's freezer and to provide the Service User with information on the storage and reheating of meals as agreed between the Authorised Officer and the Provider.

6.2 **Delivery Responsibilities**

The Provider should see the Service User or his/her agent each time meals are delivered. If a Service User refuses a delivery or the Provider cannot gain access to the premises then the Service User should be contacted by telephone immediately. In the event of an emergency, the Authorised Officer and if appropriate, the Emergency Services should be notified immediately, in accordance with the Council protocols.

If a Service User refuses his/her meals, the invoice/delivery note must be completed stating the reasons why. If the meal to be delivered is damaged and returned this also needs recording on the invoice/delivery note.

The Provider should not leave meals when they are not received personally by the Service User or his/her authorised representative.

7. PROVISION OF EQUIPMENT

The ability of individual Service Users to benefit from a frozen meals delivery service will depend upon their ability to reheat the meals provided efficiently and correctly. In order to facilitate the service, the Provider shall, when instructed, provide from stock a suitable, safe and efficient reheating unit, i.e. a microwave, a counter top oven or table top steamer as well as an appropriate freezer unit. The Provider shall provide the equipment required directly to the Service User's home, ensure its correct positioning and ensure it is working correctly prior to the service commencing.

The Provider shall provide appropriate instruction regarding the correct use of equipment supplied. The Provider shall provide both verbal and written instruction and ensure a copy of the written instruction is left with the Service User for their reference. Written instruction must be appropriate for Service Users with visual impairment. The Provider will require the Service User to sign a declaration of understanding and agreement regarding the correct use of equipment provided.

The Provider shall retain ownership and responsibility for the maintenance of these items of support equipment and will provide them on a rental basis to the nominated Service User with the rental charge being made to Walsall Council. Upon cessation of the service to a Service User, the Provider will be entitled to reclaim the equipment. The rental charge will cease upon the ending of the service to the Service User.

All equipment recommended and supplied must meet all appropriate European Safety standards and the Provider will ensure compliance with all relevant standards.

8. AN ASSURED SAFE CATERING SYSTEM

The Provider will have an "Assured Safe Catering System". This system will look at all the components of the operations of "the food business" (namely the preparation, processing, manufacturing, packing, storing, transportation, distribution, handling and sale or supply of food).

Through an analysis of each step of the catering operation, any element that may affect the safety of the food must be identified. Once any 'hazard' is defined, the systems and procedures must be able to control that hazard.

The Assured Catering System must:

- ensure there is appropriate planning to prepare people for the introduction of the System;
- ensure that there is a designated team who can recognise 'hazards', 'control measures' and 'critical control points';
- ensure the catering operation is defined through a flow diagram which identifies each and every step of the operation;
- ensure, through the use of the flow chart that the following are identified:

- a) the hazards;
 - b) the control measures;
 - c) the critical control points, and that;
 - d) a documented system of procedures to check and record that the controls have been applied is in place.
- ensure that staff are trained in the documented systems of procedures and that they complete appropriate record sheets and can understand and operate any guidance notes issued. These guidance notes issued to staff will advise them as to:
 - a) What has to be done?
 - b) How it is to be done?
 - c) When it is to be done?
 - d) Where it is to be done?
 - e) Who is to do it?
- ensure that the system is operating smoothly and to ensure the critical control points are being monitored;
- ensure that the above monitoring system will be carried out for each stage of the operation;
- ensure that, once the system has been established, it is operating correctly and in particular that the critical control points are being applied, and monitored on a defined timescale;
- ensure that all staff are adequately trained to operate the system;
- ensure that a regular review of the system is undertaken every two months.

9. **COMPLAINTS**

The Authorised Officer expects that any complaints made by Service Users are to be responded to, and recorded accordingly in a manner agreed with the Authorised Officer, that can be used for monitoring purposes.

The Provider will operate a complaints procedure and will inform any complainants of the existence of the Social Services complaints procedure.

10. **MONITORING AND REVIEW OF THE SERVICE**

10.1 **Monitoring Usage of Meals**

An important feature of community meals services is Service User contact. The Provider will be required to monitor Service User usage of supplied meals and to take all reasonable steps to correct anomalies, for example, overstocking of meals, incorrect use of storage etc. If it is apparent that the Service User is not using the system safely, this fact must be reported to the Authorised Officer.

In order that Walsall Council can monitor the efficiency of the contract, the Provider will be required to submit management information, detailing usage for each item, on a quarterly basis.

10.2 **Monitoring the Service**

The Provider shall monitor and record all components of the service, in particular:

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- all the names and relevant details of all Service Users utilising the service, ensuring that they have been referred by the Council and are entitled to the service;
- all the records related to the planning, organising, purchasing and sale of food, including the number of meals sold reconciled to income;
- all records required by the Assured Safe Catering System;
- all records required by this agreement and legislation related to the employment and payment of staff and their expenses;
- all records related to the time-keeping of staff;
- all necessary records concerning service delivery, invoices and financial transactions relevant to the service;
- all route plans, driver records, relevant vehicle records and signed documentation from the Service Users that they have received the service (including a copy of receipts issued for any monies received from the Service User);
- nutritional analysis of meals and the contribution of meals to EAR/RNI as well as the weight of each ingredient (raw and/or cooked) in the meal.

Records will include details of all complaints, actions and outcomes.

Records are to be retained by the Provider for a minimum period of three years.

During the contract period, the Provider shall supply samples of meals for analysis by the Council, whenever the Council shall so request in writing, within three working days of such a request.

The Authorised Officer shall at all reasonable times be permitted by the Provider to inspect any premises in which any product supplied under this contract is being prepared or stored.

The Service Provider shall provide to the Authorised Officer on request recipe details of meals and methods of cooking or preparation. The Service Provider shall advise the Authorised Officer upon request of the source of any meal ingredient, to assure that it has been purchased from a reputable source. Menus, brochures and packaging (where applicable) must indicate clearly if meals contain irradiated foodstuffs. Meals must not contain genetically modified foodstuffs. All beef used shall be certified as being from BSE free herds. The Service Provider must ensure that all foodstuffs used in the provision of the service comply in all respects with all Government regulations and guidelines in force at any time during the Contract period.

10.3 **Review of the Service**

The frozen meals service supplied under this contract will be formally reviewed on an annual basis prior to the commencement of the new financial year. The

review will focus on the service provided in the previous year, the monitoring information supplied by the Provider, any monitoring undertaken by the Council, and will include a review of the contract price.

11. PERFORMANCE INDICATORS

The following performance indicators shall be used to monitor the service provided by the Service Provider, other specific targets may also be required. This shall be notified prior to the commencement of the contract.

- a) 100% of the meals ordered shall be delivered within the prescribed time and/or the required temperature set out in the specification;
- b) 95% of the choice menu selections shall remain unchanged once approved by the Authorised Officer;
- c) The standards/ quality of the meals provided;
- d) The number of invoices received within the time scale set out in the specification.

PERFORMANCE INDICATOR	REQUIRED PERFORMANCE LEVEL	HOW MONITORED	FREQUENCY
PI 1: Service Provider to indicate acceptance of service within 2 (two) hours of referral.	100% compliance	Monitoring return. Care management feedback.	Monthly Ongoing
PI 2: Service commences within 24 (twenty-four) hours following referral.	100% compliance	Monitoring return Council monitoring visits	Monthly Periodic
PI 3: Service to comply with dietary needs	100% compliance	Complaints analysis from users and care managers	Ongoing
PI 4: Service Users to be informed in advance of changes of menu	100% compliance	Monitoring return	Monthly
		Complaints analysis from users	Ongoing
		Exceptions reporting	Ongoing
PI 5: The Service Provider undertakes 6 monthly user satisfaction surveys	75% customer satisfaction	Monitoring return	6 monthly
PI 6: Vulnerable people are not subject to abuse by the crew	100% compliance	0% Provider reports on proven abuse.	Ongoing
		Complaints from	Ongoing

		users/ carers/ others	
PI 7: Availability of service during hours and days set out in the specification	100% compliance	Monitoring returns Feedback from care managers	Monthly Ongoing
PI 8: All meals provided will meet the microbiological criteria set out in the specification	100% absolute compliance	Contractors sampling and control methods. Monitoring scrutiny visits.	Ongoing Ongoing
PI 9: All frozen meals to be stored at minus ten degrees Celsius	100% absolute compliance	Contractors sampling and control methods. Monitoring scrutiny visits.	Ongoing Ongoing

Appendix 2

Future Demand for the Service

Estimated number of meals recipients

Estimated general population growth age 75+

Description	Now (2005)	In Year 2010	In Year 2015
Population Age 75 +	17,814	20,800	22,800
Percentage Increase from 2005	-	16.76%	27.99%
Total Number of Recipients	629	734	805

The current number of meal recipients in Walsall is 629. Most of these are age 75+ or approaching the age of 75.

Based on population projections for people in Walsall aged 75+ and if the proportion of recipients of hot meals on wheels remained constant, in 2010 there would be 734 recipients (629 plus 16.76%) and in 2015 there would be 805 recipients (629 plus 27.99%).

Estimated number of meals delivered, based on current figures

The current number of meals delivered per week is 450 meals per day Monday to Friday and 200 per day Saturday and Sunday. This totals 2650 meals per week. If the number of meals remained constant then applying the same percentage increase as that projected for the growth of the population aged 75+ would give an increase in the figure for the total number of meals as follows:-

Day	Now (Year 2005)	In Year 2010 (+ 16.76%)	In Year 2015 (+27.99%)
Monday	450	525	576
Tuesday	450	525	576
Wednesday	450	525	576
Thursday	450	525	576
Friday	450	525	576
Saturday	200	234	256
Sunday	200	234	256
Total Number of Meals	2650	3093	3392

Calculation Based on Comparison with Similar Authorities

As already stated calculation of future requirements for meals based on current patterns and population projections as undertaken above is not a wholly satisfactory approach to the issue. It was therefore decided to do an exercise to undertake a review of community meals provision in authorities that are considered nationally to be comparator authorities for Walsall to establish whether there was a matched authority with highly regarded well-developed services along similar lines to those proposed in Walsall (i.e. hot and frozen meals services). The 15 comparator authorities are listed below, together with an outline of their current patterns of meals service delivery. These comprise the 15 most similar councils in terms of social services responsibilities when compared to Walsall MBC.

Comparator Group

	Provide both Hot and Frozen Meals	Provide Hot Meals Only	Provide Frozen Meals Only	No Service provided
Oldham	v			
Rochdale		v		
Bolton	v			
Derby	v			
Tameside		v		
Coventry		v		
Wakefield	v			
Rotherham	v			
Stockton-on-Tees				v
Wolverhampton	v			
Dudley		v		
Sandwell	v			
Darlington			v	
St Helen's		v		
Wigan	v			

As can be seen from the table above one of the comparator authorities (Stockton-on-Tees) provides no community meals service and another (Darlington) only provides frozen ready meals for people to heat themselves with no hot delivered option. Of the remainder, eight authorities have followed a pattern of meal delivery similar to that proposed by Walsall (the option for either a delivered hot meal and/or delivery of frozen ready meals to be heated at the convenience of the recipient).

The eight authorities (Derby, Sandwell, Wolverhampton, Rotherham, Bolton, Oldham, Wakefield, and St Helens) were contacted to gain further information about their meals services and to establish how similar the profile of the older population in each of the authorities is when compared to Walsall. Details of each authority's Care Standards Inspectorate (CSCI) Star Rating were also noted.

The results are as shown in the table below:-

Authority & Total Population	Age Range	Population	% of total Population	Star Rating (as at Nov '04)	Info on Meals Provision (Telephone Enquiries)
Derby (221683)	55-64	21862	9.86	**	Meals are provided by WVRS therefore unable to give info
	65-74	18972	8.55		
	75+	16915	7.63		
Sandwell (282915)	55-64	29580	10.45	*	1572 per week to 420 users plus 6 Ethnic meals
	65-74	24867	8.79		
	75+	21711	7.67		
Wolverhampton (236585)	55-64	24259	10.25	*	500 meals per day to 600 clients Plus 450 frozen Meals to 500 clients (Meals provided by Wilshire Farm Foods) 14 ethnic meals per day
	65-74	21510	9.1		
	75+	18472	7.8		
Rotherham (248195)	55-64	27990	11.27	*	
	65-74	21035	8.47		
	75+	17623	7.1		
Bolton (261029)	55-64	27803	10.65	***	3000 per week 700 multi portion to day centres 120 Asian meals 1300 frozen a week
	65-74	20397	7.81		
	75+	18534	7.1		
Oldham (217271)	55-64	23060	10.6	Zero	Provided by Flo Food (Only Frozen Meals)
	65-74	16353	7.52		
	75+	14672	6.75		
Wakefield (315164)	55-64	34184	10.84	**	Meals provided by WRVS Hot 2337 a week to 610 users Frozen 130 a week to 80 users 2 Halal
	65-74	26368	8.36		
	75+	22257	70.6		
St. Helens (176849)	55-64	20395	11.53	**	3000 per week No ethnic meals
	65-74	15548	8.79		
	75+	12039	6.8		
Walsall MBC (253507)	55-64	28804	11.36	*	
	65-74	23208	9.15		
	75+	17814	7.03		

Comparison between Walsall WBC and Bolton MBC

Description	75+ Population	Hot meals per week	Frozen meals per week
Bolton's White Population	18,139	3000 per week	1300 per week
Bolton's Ethnic Minority (Asian and Black)	305 (Ind/Pak/Bang) 66 (Black)	120 Ethnic meals per week	0

Population			
Walsall's White Population	17,814	2650 per week (currently providing) If the provision was similar to Bolton the figure would be 2946	Currently not providing frozen meals. If the provision was similar to Bolton the figure would be 1277
Walsall's Ethnic Minority (Asian and Black) Population	401(Ind/Pak/Bang) 119 (Black)	Currently not providing hot meals If the provision was similar to Bolton the figure would have been 158 Ethnic meals per week	Currently not providing frozen meals. Bolton not providing frozen meals so if on the same basis as Bolton no meals would be provided.

Projection of Future Number of Meals

The projection of the future required number of meals based on the figures for Bolton and Walsall would be as in the table set out below

Description	Meals per week		
	Now (2005)		In Year 2015
Walsall 75+ White Population	17,814		22,800
Number of General Meals to be provided based on Bolton's provision	Hot	2946	3440
	Frozen	1277	1491
Walsall 75+ Ind/Pak/Bang and Black Population based on same percentage increase as for white population	401		513
Number of Ethnic Meals to be provided based on Bolton's provision Hot only *	Hot	158	184
	Frozen	0	0