



**RICHMOND UPON THAMES BOROUGH COUNCIL  
SUPPORTED LIVING PLACEMENTS**

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**SERVICE  
SPECIFICATION**

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## **1. INTRODUCTION**

- 1.1. This document sets out the specification for the provision of Care Quality Commission (CQC) Regulated and Non-CQC Regulated Adult Supported Living Placements for the London Borough of Richmond. This Specification describes the minimum requirements and standards for delivering any part of the Services.
- 1.2. Supported Living is a person-centred approach to housing and care and support services. It is based on Service Users having a tenancy or license agreement offering the right to remain in their own home and change their support provider if they wish. It can mean living in shared accommodation or living alone with care and support.
- 1.3. There needs to be 'genuine' separation of the support and the housing functions of Supported Living. Care and Support may require registration with CQC, whereas housing does not. The decision regarding registration is determined by the type of care required by the Service User and as defined by the CQC.
- 1.4. Services will operate in identified locations, 24/7, 365-days per year for Service Users who meet the Borough's eligibility criteria, i.e., Service Users will have identified care and support needs within the eligibility criteria defined in the Care Act 2014 and have an identified housing need.
- 1.5. The Council and the Provider agree to work in partnership to deliver high quality Services. In adopting a partnership approach, the Council and the Provider aspire to:
  - a) Share key objectives;
  - b) Collaborate for mutual benefit;
  - c) Communicate with each other clearly and regularly;
  - d) Be open and honest with each other;
  - e) Listen to, and understand, each other's points of view;
  - f) Share relevant information, expertise and plans;
  - g) Avoid duplication wherever possible;
  - h) Monitor the performance of all parties;
  - i) Seek to avoid conflicts, but where they arise to resolve them quickly and at a local level wherever possible;
  - j) Seek continuous improvement by working together to get the most out of the resources available and by finding better, more efficient ways of doing things;
  - k) Share the potential risks involved in Services developments;
  - l) Promote the partnership approach at all levels in the organisation (e.g. through joint induction or training initiatives); and
  - m) Be flexible enough to reflect changing needs, priorities and lessons learnt, and encourage participation by the Service User.
- 1.6. The Council and the Provider agree to work in partnership with professionals in the fields of health and social care with a view to delivering comprehensive, integrated care which allows for, and reflects, individual choices.

## **2. SERVICES APPROACH**

- 2.1. The Council recognises that varying models of delivery and skill bases are essential to meeting differing needs; therefore the Services shall be commissioned flexibly to offer maximum choice, quality and value for money.

## **3. RELEVANCE OF THE CARE ACT 2014**

- 3.1. Whilst not reproducing every detail, this Specification has been written in full consideration of the aims of the Care Act 2014. The Provider must be fully conversant and compliant with the Care Act 2014 and any associated or subsequent legislation.
- 3.2. The Care Act 2014 builds on recent reviews and reforms, strengthening previous social care guidance and replacing previous legislation. It provides a coherent approach to adult social care in England and sets out new duties for local authorities (and their partner agencies) and clarifies rights for Service Users and their informal carers (“Carer”).
- 3.3. A far greater emphasis has been placed on prevention and wellbeing than was previously the case and the Care Act 2014 provides legislation which strengthens and clarifies the Provider’s safeguarding responsibilities. There is a strong emphasis on personalising the experience of receiving care and empowering Service Users to make choices about the delivery of their care.
- 3.4. Any action of the Provider that contravenes the Care Act 2014 will be considered a Performance Default.

## **4. THE WELLBEING PRINCIPLE**

- 4.1. The core purpose of adult care and support is to help people to achieve the outcomes that matter to them in their life.<sup>1</sup> This is also the core purpose of the Services.
- 4.2. Local Authorities must promote wellbeing when carrying out any of their care and support functions in respect of a person. This may sometimes be referred to as “The Wellbeing Principle” because it is a guiding principle that puts wellbeing at the heart of care and support.<sup>2</sup> The Provider must deliver the Services in accordance with the Wellbeing Principle.

### **Definition of Wellbeing**

- 4.3. Wellbeing is a broad concept and is defined as including the following factors:
- a) Personal dignity (including treatment of the Service Users with respect);
  - b) Physical and mental health and emotional wellbeing;
  - c) Protection from abuse and neglect;
  - d) Control by the Service User over day-to-day life (including over care and support and the way it is provided);
  - e) Participation in work, education, training or recreation;
  - f) Social and economic wellbeing;
  - g) Domestic, family and personal wellbeing;
  - h) Suitability of living accommodation; and

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<sup>1</sup> Care Act Guidance October 2014

<sup>2</sup> Care Act Guidance October 2014. Section 1. P1.

i) The Service User's contribution to society.

4.4. The above list of factors is not hierarchical and all above factors shall be considered of equal importance when considering "Wellbeing" in the round.<sup>3</sup>

#### **Promoting Wellbeing**

4.5. Promoting Wellbeing involves actively seeking improvements in the aspects of Wellbeing set out above when carrying out a care and support function in relation to a Service User at any stage of the process. Wellbeing covers an intentionally broad range of aspects of a person's life and encompasses a wide variety of specific considerations depending on the Service User.

4.6. While the Council must consider these Wellbeing principles at the point of assessment of the Service User and in support planning, the Provider must also ensure that Wellbeing, individual choice, and control, *at the point of delivery*, are maintained and promoted and must be able to demonstrate how this will be maintained for any Service User.

### **5. DIGNITY STANDARDS**

5.1. The Provider shall adopt and promote the following 10 Dignity Standards:<sup>4</sup>

- a) Have a zero tolerance of all forms of abuse;
- b) Support people with the same respect you would want for yourself or a member of your family;
- c) Treat each person as an individual by offering personalised Services;
- d) Enable people to maintain the maximum possible level of independence, choice and control;
- e) Listen and support people to express their needs and wants;
- f) Respect people's right to privacy;
- g) Ensure people feel able to complain without fear of retribution;
- h) Engage with family members and Carers as care partners;
- i) Assist people to maintain confidence and positive self-esteem;
- j) Act to alleviate people's loneliness and isolation.

5.2. The Provider must demonstrate what they are doing, on an ongoing basis, to ensure that dignity is at the heart of their delivery at all times.

### **6. MENTAL CAPACITY ACT 2005**

6.1. Providers must deliver the Services in a way that recognises the intentions and features of the Mental Capacity Act 2005 (as amended by the Mental Health Act 2007 and any other legislation). This means that whilst maintaining clear insight into safeguarding guidance and legislation, the Provider must be mindful of the presumption of capacity and must also recognise the rights of Service Users to make personal decisions that may appear unwise.

6.2. The Provider shall ensure that appropriate members of its staff, including those who directly provide the Services to Service Users ("Care Worker"), those involved in back office functions, management roles etc (collectively, "Staff") are trained and aware of the requirements of the Mental Capacity Act

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<sup>3</sup> Ibid. Section 1. P 2

<sup>4</sup> [http://www.dignityincare.org.uk/About/The\\_10\\_Point\\_Dignity\\_Challenge/](http://www.dignityincare.org.uk/About/The_10_Point_Dignity_Challenge/)

2005 including the Deprivation of Liberty Safeguards, and that supervisory and managing Staff are knowledgeable of their responsibilities and duties under the Act.

- 6.3. The Provider shall embed the principles of the Mental Capacity Act 2005 into its training. It is recognised that adhering to the provisions of the Mental Capacity Act 2005 can be challenging and therefore the Provider must ensure that senior Staff are readily on hand to advise Care Workers as required.

## 7. SERVICE OUTCOMES

- 7.1. Providers must enable Service Users, whenever possible, to:
- a) preserve their maximum independence;
  - b) preserve and improve their quality of life;
  - c) pursue meaningful life opportunities; and
  - d) achieve and maintain their full potential in relation to physical, intellectual, emotional and social capacity.
- 7.2. To this end the Services shall be focused on specific targets of medium- and long term health, Wellbeing and social improvements for the Service User (“Outcomes”), but the Services may also be required to maintain short-term needs; this may include meeting the needs of people requiring assistance due to degenerative conditions, illness or frailty.
- 7.3. Outcomes will be stated in their personal support plan (“Support Plan”) and the Outcomes may only be amended by the Council in its absolute discretion.
- 7.4. The Provider shall ensure that the Services deliver the full scope of the required care as defined in the Service User's Support Plan in accordance with the Contract.
- 7.5. The Provider shall work in a re-abling manner, focussing on the requirements of the Service User rather than delivering a ‘one size fits all’ Service. The Provider is expected to meet the needs of SUs holistically, flexibly and collaboratively and focus, as far as possible, on the promotion of health and the prevention of illness.
- 7.6. In meeting the Outcomes the Provider shall work with and take full account of the wishes and aspirations of the Service User, their families or representatives, and of the Council.
- 7.7. The Outcomes for each Service User will be detailed in their Support Plan, and may fall in to none, one, or more of the following areas:
- a) **Exercise choice and control:** via a personalised approach, making choices that they consider best for themselves; this includes at times, making choices that others may consider unwise.
  - b) **Improve health and Wellbeing:** by maintaining or improving physical and mental health and Wellbeing, including protection from abuse or exploitation.
  - c) **Improve quality of life:** by receiving support to access leisure activities, social networks and learning opportunities, with the benefit of reliable information and advice, available in accessible formats.
  - d) **Make a positive contribution:** supported to participate in the wider community as active and equal citizens; with opportunities for leisure and family activities.
  - e) **Live safely:** free from discrimination or harassment; and supported to live without maltreatment, neglect or exploitation and assisted to take action against it as appropriate.

- f) **Achieve economic Wellbeing:** by receiving support, advice and relevant information to enable access to economic opportunities and/or financial benefits as appropriate.
- g) **Maintain personal dignity:** where Service Users feel they are treated with respect, are listened to and are valued. Service Users should expect personal dignity, privacy and appropriate levels of confidentiality via the delivery of secure, stable and good quality support.

7.8. For example, a Service User may successfully achieve an Outcome by:

- a) Managing and maintaining medical conditions;
- b) Managing and maintaining nutrition;
- c) Managing personal hygiene and comfort;
- d) Managing toilet needs;
- e) Being appropriately clothed (including being able to get dressed wherever possible);
- f) Being able to make use of their surroundings safely;
- g) Maintaining a clean and habitable home environment;
- h) Developing and maintaining family or other personal relationships;
- i) Accessing and engaging stimulating and meaningful activity;
- j) Making use of necessary facilities or services in the local community, including public transport and recreational facilities or services;
- k) Limiting avoidable hospital admissions and medication errors.

7.9. The way in which the Services are provided should respect the ethnic and cultural background of the Service User at all times.

7.10. In addition to the requirements of the Care Act 2014, the delivery of the Services must be guided by the priorities set out in the Adult Social Care Outcomes Framework (ASCOF)<sup>5</sup>, which focuses on:

- a) Enhancing the quality of life for Service Users receiving care and support;
- b) Ensuring people have a positive experience of receiving care and support; and
- c) Safeguarding adults from abuse or neglect.

7.11. The Provider must consider all relevant aspects of the ASCOF in the development of its Services delivery.

7.12. If, in the opinion of the Authorised Officer (acting reasonably), the Provider has repeatedly delivered the Services for the Individual in a way that neglects their Outcomes then this will be considered a Performance Default.

7.13. The Provider will monitor outcomes to demonstrate the benefit of Services for Service Users, and that contribute to the continued improvement of Services.

## **8. CORE PRINCIPLES AND SERVICE VALUES**

8.1. In all contact with Service Users, Carers and the public at large the Provider shall comply with these following values:

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<sup>5</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/375431/ASCOF\\_15-16.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/375431/ASCOF_15-16.pdf)

- a) **Privacy:** the right of Service Users to be left alone or undisturbed and free from intrusion or public attention to their affairs.
- b) **Dignity & Diversity:** recognition of the intrinsic value of people regardless of circumstances by respecting their uniqueness and personal needs and treating them with respect.
- c) **Independence:** opportunities to act and think without reference to any other person including a willingness to incur a degree of calculated risk.
- d) **Choice:** opportunities to select independently from a range of options.
- e) **Rights:** maintenance of all entitlements associated with citizenship.
- f) **Fulfilment:** realisation of personal aspirations and abilities in all aspects of daily life.
- g) Co-production: providers will ensure Service Users and their families are actively involved in the decision making about service planning and the quality of services.

8.2. The Provider shall ensure that the Services are provided in accordance with the following principles:

- a) Everyone has equal rights, entitlements and access to the Services;
- b) Everyone has access to information, advocacy and assessment, reflecting individual needs;
- c) Service Users and their Carers are fully involved in developing bespoke care plans that provide additional detail on top of the Support Plan (“Care Plan”);
- d) Services reflect differing lifestyles, minimise dependency and develop individual potential;
- e) Standards of the Services continue to be raised;
- f) All statutory and non-statutory organisations work together in the development and delivery of the Services;
- g) The views of Service Users, Carers and representative organisations are incorporated into the planning process;
- h) The diversity of people is valued and respected and lessons of experience are taken on board and innovation and creativity are encouraged.

## 9. PERSON CENTRED APPROACHES

- 9.1. Providers will assess the needs of potential Service Users. This will include risk assessment, transition planning, finalising the details of discharge care and support or aftercare plan.
- 9.2. Providers will co-produce outcome focused support plans with each Service user, their families, and any key partners; reviewing the plan with the Service User to ensure their needs are being met on a 6-monthly and annual basis – adapting the plans to align with Service Users needs relevant at the time.
- 9.3. When supporting Service Users, their social, cultural or religious needs and preferences will be included in the plan.
- 9.4. Services will be sufficiently flexible to support Service Users using personal budgets and ensure choice as to when and how the service is provided, allowing for overnight support where needed and rapid response in relation to crisis / emergency situations.
- 9.5. When supporting Service Users with challenging behaviour, Providers shall include in the plan a range of proactive and reactive strategies to improve the Service Users overall quality of life, making reference to informed models as appropriate.



## **10. BEING PART OF THE COMMUNITY**

Providers will support and encourage Service Users to:

- a) Take part in a range of meaningful activities during the day and evening that help them develop and maintain friendships and promote community inclusion. They will be offered support to plan a programme of activities, develop hobbies and have an active social life
- b) Participate in the decision making process with respect to events and activities. Their rights to choose when and if to participate will be respected. Staff will work with Service Users to support and encourage their participation, especially when confidence or anxiety appears to be a limiting factor.
- c) Regularly review the range of activities they engage in, so there is opportunity to visit new places, meet new people and develop new hobbies and interests.
- d) Identify opportunities where travel training could support Service Users to become more independent in accessing activities.
- e) Travel to various venues in the community and to budget for transport costs. A range of options including public transport should be considered. If a solution involves the use of staff escort using their own vehicle, then the Provider must ensure that they have the appropriate policies and procedures in place to comply with all regulatory and legal requirements. This will include, where appropriate, the completion of a risk assessment.

## **11. COMMUNICATION**

- 11.1. When new Service Users move in, an information pack will be available providing up to date details of the housing and care and support offer. Where applicable, easy to read versions should be made available.
- 11.2. Regular communication should be facilitated in a range of formats to ensure Service Users and their families:
  - a) Understand the choices that are available to them
  - b) Are able to express their views where they are able, and be involved and included in all decisions made about their care and support.
  - c) Are able to have their views and experiences taken into account in the way their support is provided and delivered.
- 11.3. Support Suppliers will assess the communication needs of each Service User and where appropriate develop Communication Passports that will form part of their support plan and which set out the methods, approaches and tools to support effective communication.
- 11.4. Staff will communicate with Service Users using their preferred method of communication which may include use of technology, pictures, talking mats, video clips, symbols, gestures, objects of reference, and easier to read materials. This may include Staff learning key words or phrases in other languages.

## **12. SUPPORTING PEOPLE TO BE SAFE**

- 12.1. Providers will:
  - a) Adopt a positive approach to risk taking to ensure the management of risk is person centred and proportionate to individual circumstances.
  - b) Undertake an assessment of the potential risk to Service Users, Staff and the Public associated with delivering the package of support, before commencing Services.

c) Produce a comprehensive plan to manage risk. This should be co-produced with Service Users, families, and key professionals, and form part of support plan. The risk plan must be implemented and reviewed annually or more frequently if necessary.

d) When supporting people with challenging needs, restrictive interventions must only be used as a last resort and when it is legal and ethical to do so; identifying the need to make an application for Deprivation of Liberty (DoLS) should an individual be restricted from leaving the home independently, lack the capacity to consent to their support or be restricted in other ways, to ensure that their best interests are appropriately considered.

e) Ensure that Staff are able to recognise, identify and respond appropriately to signs of possible abuse or exploitation in their day to day operation.

f) Ensure that robust procedures are in place for responding to suspicion or evidence of abuse or neglect to ensure the safety and protection of tenants and staff. The procedures must be informed by and be responsive to the Pan-London Safeguarding Policy.

g) Update the Whistle blowing Policy annually and make the policy available to Staff, Service Users and their families, in accessible formats as required.

h) Ensure Staff are trained in their responsibilities to safeguard vulnerable adults, in line with Point F

i) Ensure safe recruitment practices are in place including compliance with DBS requirements.

12.2. NHS England identifies certain events that should never be permitted to occur; some of which are relevant to accommodation settings. Support Suppliers are required to be aware of these risks and implement recommended procedures to ensure they never occur due to the following:

a) Failure to install functional collapsible shower or curtain rails in locations where suicide is an identified risk

b) Deliberate and accidental falls from poorly restricted windows or where the restrictor is easy to overcome

c) Chest or neck entrapment in bedrails, bedframe and/or mattress

d) Scalding by water used for washing/bathing

12.3. Further information at: <https://www.england.nhs.uk/patientsafety/never-events>

### **13. PROMOTING HEALTH AND WELLBEING**

13.1. Providers will support Service Users to:

a) Register with a local GP and dental practice within 7-days of admission

b) Attend routine and emergency medical appointments

c) Obtain full access to mainstream health services and appropriate advice to support a healthy and safe lifestyle

d) Access to specialist health services as appropriate.

a) Take the medicines they need when they need them, in a safe way.

b) Be compliant with NICE medicines management and PHE infection control guidelines; and if providing regulated Services comply with the Care Quality Commission's standards on the management of medicines

c) To have an annual health check (Please note this is a National Outcome for LD SUs).

d) Support Service Users to complete a health or hospital passport that details the reasonable adjustments that are needed to ensure access to Services.

13.2. Providers will participate in CCG medicines management, health plan and / or infection control audits as requested.

#### **14. HOUSING ARRANGEMENTS**

14.1. As part of the Supported Living offer, Providers are required to communicate the type of accommodation that will be made available to a Service User i.e. tenancy or licence arrangement, the role and responsibilities of the Housing Provider (Landlord) etc.

14.2. Providers will ensure Service Users are issued with a tenancy or licence agreement that outlines their rights, entitlements and responsibilities. The tenancy or licence agreement shall clearly outline:

a) The total weekly rent

b) Any total weekly service charge (including a breakdown per item)

c) Any additional charges

14.3. Service Users will be supported to understand their tenancy or license agreement. An easy to read version of the tenancy / license will be made available if or when needed.

14.4. Providers will:

a) Work in formal partnership with the Housing Provider (Landlord) to ensure SUs are supported to live in safe, clean and comfortable surroundings. Written agreements with clear roles and responsibilities of the Support Supplier and the Housing Provider (Landlord) shall be in place.

b) Ensure there are systems in place for reporting maintenance or repair issues, and support SUs to ensure their accommodation is maintained and in a fit state of repair

c) Facilitate regular meetings between SUs and the Housing Provider (Landlord) as required

#### **15. HOUSING RELATED SUPPORT**

15.1. Providers shall offer Service Users support to enable them to maintain their tenancy or licence agreement, including:

a) Support with setting up their home, undertaking risk assessments in relation to the Service User maintaining the tenancy / licence, support with fulfilling tenancy conditions

b) Guidance on how to use equipment in the home

c) Support with safety and security of the home

d) Claiming welfare benefits and advice on budgeting, paying bills, resolving or preventing debts

e) Organising repairs and improvements (decoration, adaptations and garden maintenance), connection to utilities

f) Support to maintain positive relationships with neighbours

g) Advice and support to move onto more appropriate accommodation including development of new support plans with realistic timeframes

h) Access to (and support to establish and maintain) assistive technology

## 16. FAIR ACCESS, EQUALITY AND DIVERSITY

- 16.1. The Council is committed to ensuring that equality and fairness are embedded in everything it does as an employer, service provider and procurer or commissioner of services.
- 16.2. The Provider shall not treat any person less favourably than another on grounds of their age, colour, race, nationality, ethnic origin, disability, gender identity, marriage or civil partnership, religion or belief, gender or sexual orientation.
- 16.3. The Provider shall therefore employ a diverse workforce that can meet a diversity of needs. Additionally they must ensure that no Staff member is treated less favourably than another because of their age, colour, race, nationality, ethnic origin, disability, gender identity, marriage or civil partnership, religion or belief, gender or sexual orientation.
- 16.4. The Provider must ensure that:
- a) Their practices comply with the requirements of the Equalities Act 2010;
  - b) A written statement of equal opportunity policy covering anti-discriminatory practice, harassment, bullying and anti-social behaviour is in place, along with a documented plan for implementing and monitoring it throughout;
  - c) The effectiveness of the policy and plan is periodically reviewed and updated in line with any legislative or good practice changes, and Staff and Service Users are made aware of the latest policy;
  - d) This statement must refer to the requirement to provide accessible and inclusive services, and not to treat Service Users unfavourably on the grounds of one or more protected characteristics;
  - e) Staff are sensitive to the particular needs of Service Users from minority groups and will undertake appropriate training to ensure this;
  - f) Where appropriate, Service Users are provided with information on culturally appropriate organisations and centres;
  - g) The communication needs of Service Users are catered for in terms of information in other languages or other suitable formats in all communications with Service Users. Trained interpreters, translators or bi-advocates will be utilised where appropriate, to facilitate good communication; these to be provided at no extra cost to the Council;
  - h) The Provider must be compliant with the *Accessible Information Standard* requirements (2016)<sup>6</sup> and must be able to evidence this compliance throughout the Contract Period;
  - i) Service Users have access to independent advocacy services and/or translation services where required
  - j) Service Users are able and supported to observe their religious and cultural customs; and
  - k) Individual preference in relation to receiving personal care is always met; in normal circumstances this shall mean that only Care Workers of the same gender as the Service User may deliver their personal care, unless an alternative arrangement is explicitly requested by the

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<sup>6</sup> <https://www.england.nhs.uk/ourwork/patients/accessibleinfo/>

Service User or their representative, in which case the Provider shall ensure sufficient resources to meet the request at all times.

- 16.5. The Provider shall not do, permit, or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.

## **17. SERVICES DESCRIPTION**

- 17.1. The Care and Support Offer:

The Borough is seeking to attract a range of providers with experience and expertise in providing person centred support to Service Users from one or more of the following primary adult Service User groups:

- a) Older People (aged 55 plus)
- b) Mental Health (including Forensic History)
- c) Learning Disabilities
- d) Physical Disabilities
- e) Autism
- f) Korsakoffs Syndrome
- g) Sensory Impairment (including Deaf / Blind)
- h) Brain Injury / Neurological Condition
- i) HIV / AIDs

- 17.2. Service Users may also have additional needs that require specialist support e.g.

- a) Anti-social, risky or offending behaviour
- b) Early on-set dementia
- c) Specific health needs such as epilepsy or diabetes
- d) Substance misuse issues
- e) Behaviour that challenges
- f) Complex care and support needs (non-challenging)

- 17.3. Services must be person-centred, demonstrably based on good practice, and reflect where appropriate relevant specialist and / or clinical guidance. Providers shall respond to the changing needs of Service Users during different chapters of their life e.g.

- a) Transition into adulthood
- b) Moving into old age
- c) Supporting people during a time of crisis or ill health
- d) Approaching end of life

- 17.4. Providers will:

- a) Publish (and maintain) clear admission criteria
- b) Offer Services from identified locations, 24/7, 365-days per year

- c) Undertake planned pre-admission assessments within 72-hours of accepting a referral from the Boroughs
- d) Respond to urgent referrals made by the boroughs on a case by case basis; these requests will typically be in response to the breakdown of a Service Users existing care and support arrangements
- e) Support the delivery of effective and accessible 7-day Services, which may include assessing and admitting Service Users 7-days per week including evenings and at weekends.
- f) Advise the council of all direct or indirect relationships between themselves and the nominated Housing Provider (Landlord) they are in partnership with – if both are subsidiaries of the same parent company then the parent company must ensure that the Support functions operate separately from the Housing function.

17.5. The Housing Offer:

a) Service Users may be in their own accommodation e.g. shared ownership, own tenancy etc. and only require a care and support. However, for the majority of Service Users, the Boroughs will seek placements from Providers who offer access to an accompanying housing option via an established partnership with a nominated Housing Provider (Landlord) e.g.

Shared housing

Core and cluster i.e. self-contained flats with support available on site

Networks i.e. small networks of SUs living in close proximity

Bespoke accommodation e.g. adapted for a SUs needs

"Crash-Pad" providing short-term accommodation for SUs, including those in crisis situations

Short-term accommodation under a licence agreement

b) A number of Service Users will have a 'specific' housing requirement as a result of their care and support needs e.g. properties that feature positive layouts, lighting and space for people with autism or challenging needs, ground floor accommodation for people with a physical disability, or grab rails in contrasting colours for people with visual impairments.

c) Providers will ensure their Housing partners premises are compliant with all Housing and HMO (Houses of Multiple Occupation) requirements.

d) The Council will not have direct or contractual relationship with partner Housing Providers (Landlords)

17.6. The aims of Supported Living are to:

a) Support Service Users maintain and develop the skills (including understanding their responsibilities) necessary for independent living.

b) Encourage Service Users to achieve their fullest potential by supporting them to carry out as many tasks as possible themselves whilst supporting them to have maximum control over how their support is provided.

c) Provide Services that acknowledge and work with the needs of families and the Service Users circle of support.

- d) Respond to Service Users personal, domestic, practical, social, cultural, spiritual and housing related support needs.
- e) Achieve the outcomes specified in the Service Users Needs Assessment and Care and Support Plan.

17.7. In the main, Services will be one or both of two parts of the following:

a) 24-hour Service – with a core rota detailing minimum Staff to be on duty at different times of the day and night to support both care and support needs of Service Users. Assistive technology options (e.g. telecare) can be used to support activities as appropriate. Day support will include assisting SUs to attend chosen community activities such as training, learning and employment and / or to co-ordinate and deliver on-site activities to support independence and which also promote good health and wellbeing, support Service Users address issues with the Housing Provider, liaise with families, GPs, pharmacy, and transport etc.

b) Daily Service – with a flexible rota offering a variable patterns' of Staffing to meet the support needs of SUs. The support is personalised to each Service User via small discrete units of time that are dedicated to meet individual needs and community engagement e.g. 2 - 4 hours per day or week; the delivery of higher levels of care and support following a stay in hospital etc.

17.8. The Services shall support maximum independence, quality of life and the promotion of meaningful life opportunities.

17.9. The Provider shall create a safe environment that maximises the Service Users' ability to manage their day to day lives and encourages choice and control over their personal circumstances and standards.

17.10. The Provider shall deliver flexible, personalised and integrated Services in accordance with the Support Plan and Care Plan.

17.11. The Provider shall ensure that the Services are delivered at all times by suitably qualified and experienced Staff.

#### **Medication management**

17.12. The Provider shall support Service Users to take medication which has been prescribed to them, in accordance with all relevant regulations and legislation, as well as any agreed local protocols and policy as relevant and shall protect Service Users against the risks associated with unsafe use and management of medication.

17.13. Medication management will usually involve the prompting and/or assisting of Service Users in the taking of prescribed medication, but where a Service User has been assessed to lack capacity around their medication, suitably experienced and trained Staff will be required to administer prescribed medications in line with agreed joint health and social care protocols on medication management.

17.14. The Provider shall evidence a comprehensive medication management policy and must ensure that Staff handling medicines have the necessary level of training, skills and competencies required.

17.15. The Provider shall ensure that clear policies and approved procedures are in place for all aspects of handling, accurate recording, safe keeping, disposal and timely reporting on medication episodes, and that these are followed in practice and regularly monitored and reviewed, and that supervision support for Staff is provided whenever necessary.

- 17.16. The Provider must ensure that medication is managed in all instances in accordance with the prescriber's instructions (this is particularly relevant where the Provider is 'taking over' from another caring individual or provider).
- 17.17. The Provider shall ensure that it has appropriate systems in place for reporting any errors or omissions in medication management to the appropriate regulatory authority and the Authorised Officer, and that immediate medical advice or attendance is obtained in these instances at all times.

#### **End of life care**

- 17.18. The Provider must be fully aware of the National End of Life Care Strategy (2008)<sup>7</sup> and ensure that the Services remain of the highest quality and reflect these recommendations at all times.
- 17.19. The Provider shall ensure all Staff are considerate and mindful of the principles described in the 'Dying Well Community Charter - Principles of Care and Support'<sup>8</sup> published by the National Council for Palliative Care and must provide the appropriate training and support to ensure that those reaching the end of their lives are treated well and retain the utmost dignity and choice at all times.
- 17.20. The Provider shall actively encourage Service Users and their representatives, if appropriate, to discuss end of life wishes and ensure that Service Users are fully involved in the assessment and planning for their end of life care and are able to make choices and decisions about their preferred options.

#### **Service Users**

- 17.21. The Service User will be a person who meets the Council's eligibility criteria (which will be informed by, amongst others, The Care and Support (Eligibility Criteria) Regulations 2015) and will be in one of the following groups: older people, including frail older people, those with dementia, adults with learning disabilities, adults with mental health problems and adults with physical and/or sensory disabilities.
- 17.22. The Provider shall ensure that positive and clear communication with Service Users is maintained at all times with all Service Users, including, in particular, with those whose first language is not English and those who may only be able to communicate through gestures or behaviours.

#### **Social Inclusion and activities**

- 17.23. The Provider shall identify ways to alleviate social isolation by promoting a culture of social inclusion and wellbeing at all times by means of one-to-one interactions, small informal/impromptu gatherings or organised events and outings. The provider shall identify and, where appropriate, refer cases of social isolation to appropriate services.
- 17.24. The Provider must ensure that the visit of Staff to perform allocated tasks is not the sole alleviation from social isolation and shall actively offer support to Service Users in keeping in contact with family and friends, and participating in social activities in line with their wishes.
- 17.25. The Provider shall, with the Service User's consent, become familiar with their background, interests, hobbies, goals and how they like to spend their time without making assumptions. The Provider shall support the Service User in achieving their preferred lifestyle and shall regularly review with the Service User whether their preferences are being met satisfactorily.

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<sup>7</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/136431/End\\_of\\_life\\_strategy.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/136431/End_of_life_strategy.pdf)

<sup>8</sup> [http://www.ncpc.org.uk/sites/default/files/Dying\\_Well\\_Community\\_Charter.pdf](http://www.ncpc.org.uk/sites/default/files/Dying_Well_Community_Charter.pdf)



- 17.26. In addition to individual solutions to social isolation, the Provider shall develop, facilitate and promote a suitable and varied range of social activities aimed at stimulating and maintaining a vibrant and interesting community.
- 17.27. The Provider shall adopt an effective and creative approach to promoting participation, involvement and mutual support.
- 17.28. The Provider shall ensure that its activities' programme creates opportunities for Service Users to meet with others by bringing in activities which may include those from outside their Care Home.
- 17.29. The Provider must ensure that sufficient Staff resources are dedicated to planning and facilitating activities and shall encourage inclusion by promoting and supporting attendance. Sufficiently flexible Staff resources shall be available as required to enable Service Users with varying needs to participate fully in social activities; for example to remind people of an activity, to escort people to an activity, or to assist with any needs during an activity.

## **18. COMMISSIONING ARRANGEMENTS**

- 18.1. The Provider must have in place at the start of the Contract and maintain throughout the Contract Period a prompt and efficient system for responding to referral requests, including emergency referrals and hospital discharges.
- 18.2. The Provider must inform the Council on a weekly basis of its available capacity and vacancies and may update the Council on a more regular basis if the Provider so wishes.
- 18.3. The Provider must be able to accept telephone and electronic referrals daily during normal working hours of between 9:00 am and 5:00 pm on each Working Day as a minimum, though referrals may be accepted at other times by arrangement, such as weekend referrals. Any referrals will be confirmed in writing by the Council.
- 18.4. The Provider must notify the Council whether or not it accepts a referral within 24 hours for non-urgent referrals, or within four hours for urgent referrals. Once the Provider accepts the referral, the Council will send to the Provider an electronic confirmation, followed by the Order and Support Plan.
- 18.5. Prior to a placement, the Council shall carry out appropriate enquiry and assessment procedures to identify the type of Care Home suitable to meet the needs of the Service User. The results of this exercise will be included in the Support Plan, which will form part of the Care Home Placement Agreement.
- 18.6. The Provider must be fully conversant and compliant with the details, terms and conditions of the Care Home Placement Agreement.
- 18.7. The Provider shall have appropriate approved processes in place to ensure that Service Users are protected at all times from the risks associated with any failure on their part to deliver care in line with the Support Plan.

### **Refusals and terminations**

- 18.8. Whilst it may not be possible to safely accept every referral, the Provider must use its best endeavours to minimise refusals and to maintain sufficient resources to meet the full requirements of the Contract throughout.
- 18.9. Where a referral is declined, the Provider must discuss the reasons and liaise with the referrer to identify and resolve any issues which may allow the referral to be accepted.

- 18.10. Where referrals are frequently refused, the Council shall seek further explanation from the Provider relating to the capacity to meet the expectations of the Contract, which may result in a review of the Contract under clause 9 of the Framework Agreement (Monitoring and Review Meetings) (a “Contract Review”).
- 18.11. The Provider shall give a minimum of one month’s notice in writing to terminate a Care Home Placement Agreement. The Care Home Placement Agreement shall not be terminated without the prior authorisation of the Council. If the one month’s notice elapses and the Council has not yet authorised the termination then the Provider must continue to deliver the Services to the Service User, and the Provider may escalate the request to terminate the Care Home Placement Agreement to the Director of Adult Social Services at the Council.
- 18.12. All requests to terminate a Care Home Placement Agreement must be made in writing to the Authorised Officer, to include a detailed account of the reasons for termination and any supporting documents.
- 18.13. The Provider shall also inform the Service User(or their Carer, family members or advocates if appropriate) of its intention to terminate a Care Home Placement Agreement and use its best endeavours to minimise any distress to the Service User in the process of transfer to a new provider.
- 18.14. Where the Provider does not give at least one month’s notice to terminate a Care Home Placement Agreement, the Council may seek to recover from the Provider costs incurred in arranging for the Services to be carried out by an alternative provider at short notice, together with the administrative costs of making such arrangements.
- 18.15. Where frequent terminations are received, the Council shall seek further clarification from the Provider relating to the ability to meet the expectations of the Contract, which may result in a Contract Review.
- 18.16. In the event of closure of a Care Home or change of ownership of a Care Home, the Provider shall give the Authorised Officer a minimum of three months’ notice in writing.
- 18.17. The Council may terminate a Care Home Placement Agreement when in the opinion of the Council the needs of the Service User can best be serviced by transferring to another provider; the Council shall give a *minimum* of one month’s notice of such termination.
- 18.18. In exceptional circumstances, such as the Provider’s breach of contract, unsafe Services delivery or a serious complaint against the Provider, the Council may take such action as necessary to ensure the safety and wellbeing of the Service User, including to terminate the Care Home Placement Agreement with immediate effect, which may be given initially by telephone and confirmed in writing by the Council thereafter.

#### **Emergency placements**

- 18.19. Emergency placements will at times be required, and the Provider shall take all reasonable endeavours to accommodate such placements.
- 18.20. The Council shall complete a full assessment of the Service User’s needs within three working days of an emergency placement. Subject to the agreement of the Parties, the assessment shall be incorporated in the Care Home Placement Agreement.

## **19. SERVICE AND QUALITY STANDARDS**

- 19.1. The Provider shall be registered with the Care Quality Commission (CQC) where they provide regulated care activities e.g. personal care. The Provider shall notify the council of any changes to their registration status.
- 19.2. The Provider shall provide and manage the Services in accordance with, and to, the standards set out in this Specification. Repeated failure to meet or maintain any of the required standards or quality detailed in this Specification shall be regarded as a material breach of Contract.
- 19.3. The Provider must ensure and evidence current registration with the Care Quality Commission (CQC) or any succeeding regulatory body; maintained throughout the entire Contract Period.
- 19.4. The Provider must maintain throughout the Contract Period at least a 'Good' quality rating from the CQC in line with the 'Key Lines of Enquiry' (KLOE) and strive for excellence in all areas.
- 19.5. If the provider is assigned a CQC rating of 'Requires Improvement' at any time during the Contract Period then a Contract Review must be conducted and an agreed action plan developed for immediate measurable improvement in the areas identified within timescales approved by the Council.
- 19.6. If the Provider is assigned a CQC rating of 'Inadequate' at any time during the Contract Period then there will be an immediate Contract Review and may result in an imposed cessation of new referrals to the Provider for an agreed period of time, pending the outcome of the Contract Review and agreed actions with regard to ensuring safe and effective Services for existing Service Users.
- 19.7. Failure of the Provider to achieve the necessary improvements as agreed in a measurable action plan, in response to a CQC rating of 'Requires Improvement' or 'Inadequate' at any time during the Contract Period, shall be regarded as a material breach of the Contract.
- 19.8. The Provider must remain compliant with the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010/2014 and the Care Quality Commission (Registration) Regulations 2009 throughout the Contract Period.
- 19.9. The Provider must remain compliant with the Care Act 2014 and comply with all relevant legislation throughout the Contract Period.
- 19.10. The Provider must remain compliant with the outcomes described in the Essential / Fundamental Standards of Quality and Safety guidance,<sup>9</sup> or any documents that supersedes this Contract, including but not limited to the Care Home Placement Agreement.
- 19.11. The Provider must be fully conversant with the full scope of NICE guidance on delivering services in Care Homes and able to demonstrate how the guidance is applied on a continuous basis to inform and reinforce best practice.<sup>10</sup>
- 19.12. The Provider shall notify the Authorised Officer of the outcome of any CQC review of compliance, or any action being taken by CQC in relation to the quality standards of the Provider, within five Working Days of receipt of the CQC notice/report.
- 19.13. The Provider shall share as requested, any action plan which is required in response to a CQC review of compliance or other inspection, with the Authorised Officer.

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<sup>9</sup> <http://www.cqc.org.uk/content/fundamental-standards>

<sup>10</sup> <https://www.nice.org.uk/guidance/settings/care-homes>

- 19.14. The Provider must work in partnership with the Council to satisfactorily and reasonably meet the requirements of any improvement plans put into effect as a result of poor performance against the scope of this Contract and/or concerns about the quality of the Services delivered.

**Quality Assurance**

- 19.15. Robust quality assurance systems shall be in place for all Services.
- 19.16. Quality assurance reviews will be undertaken by Providers and the outcomes made available to the council. The reviews will demonstrate compliance with the Specification and ensure that Services are focused on delivering the outcomes set out in the Service Users needs assessment and / or support plan.
- 19.17. Providers will make available all inspection reports produced by the Care Quality Commission or other regulatory body or as a result of an internal inspection undertaken by the Support Supplier
- 19.18. Announced and unannounced quality audits shall be undertaken by the Boroughs periodically (including the local CCGs where appropriate). Providers will facilitate and support the Boroughs in undertaking these visits. Any identified service failures will be reported to the local Manager in person and in writing in the first instance. Appropriate action shall be taken by Providers to rectify any said failures. Provider Staff will also attend quality audit meetings to discuss monitoring outcomes as requested.
- 19.19. Providers will inform the council of (and provide details) as how they will deal with the following:
- a) Any action taken or proposed to be taken against a local Manager or Staff member under the Care Act 2014, Mental Health Act 1983, Mental Capacity Act 2005, Health and Safety Act or other relevant legislation
  - b) As appropriate any notice of proposed or actual cancellation of the Suppliers registration from the CQC
  - c) Any issues for which Safeguarding Adults Procedures have been invoked
  - d) Any plans to transfer the housing functions, provision of care and support to other Suppliers or any actions or plans that will cease or change or curtail significantly the Services provided
  - e) Any actions taken against the partner Housing Provider (Landlord) by Housing Authorities or regulatory bodies.
- 19.20. Providers will ensure that Staff are organised so that they work as a team to deliver high quality Services; and work with the Boroughs to establish systems that promote continuous improvement in the quality of services; and safeguard high standards by creating an environment in which support can continually develop.
- 19.21. Providers will operate an equal opportunities framework and offer services reflecting the boroughs values and principles in that Service Users:
- a) Have the right to enjoy the privacy of their own rooms or flats
  - b) Feel that their dignity, privacy and respect is maintained and safeguarded at all times
  - c) That services are delivered compassionately
  - d) Personal environments are maintained to a SUs own standards
  - e) Religious, cultural, and spiritual beliefs are respected

- f) Staff assist with discretion and in such a way that the SUs dignity is maintained; with the staff taking direction from service users, wherever possible
- g) Know that information relating to them is kept confidential and only shared on a need to know basis
- h) Are addressed by Staff using their chosen name in a courteous manner

19.22. As appropriate Providers will have named Staff who will act as local:

- a) Dignity in Care Champions
- b) Dementia Care Champions
- c) End of Life Care Champions
- d) Communication Champions
- e) Medicines Management and Infection Control Champions
- f) Accessing Learning, Education and Employment Champions

19.23. Note - Champions should undertake audits on a regular basis to ensure that the principles of good practice are embedded into everyday practice

19.24. Providers will attend each Borough's respective Registered Manager or Provider Forums

19.25. Providers will ensure staff induction programmes include attainment of the Care Certificate: [www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx](http://www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx)

19.26. Providers will sign-up to the Social Care Commitment, the sector's promise to provide Service Users who need care and support with high quality services: [www.thesocialcarecommitment.org.uk](http://www.thesocialcarecommitment.org.uk)

19.27. Providers supporting people with learning disabilities will sign-up to the Driving-Up Quality Code: [www.drivingupquality.org.uk](http://www.drivingupquality.org.uk)

19.28. Best practice guidance can be found at: [www.careimprovementworks.org.uk](http://www.careimprovementworks.org.uk)

19.29. NICE quality standards guidance can be found at: [www.nice.org.uk/guidance](http://www.nice.org.uk/guidance)

### **Continuous improvement**

19.30. The Provider must achieve continuous improvement in the delivery of the Services by challenging existing practices, learning from other providers and keeping up to date with best practices, as also required by the Care Act 2014.

19.31. The achievement of continuous improvement is about leadership, process and attitudes. The Provider must therefore constantly challenge its perceptions around its delivery model, training, and attitudes of Staff and quality standards.

19.32. The Provider must demonstrate its commitment to continuous improvement and evidence the plans it has in place to support this.

### **Operational policies and procedures**

19.33. Providers will have policies and procedures in place, and where appropriate these will also be agreed with the Housing Provider (Landlord).

19.34. Staff will be expected to comply with the policies and undertake induction to this effect. The Housing Provider (Landlord) will provide support to Support Supplier in this aspect e.g. Staff induction can

include joint training on Health & Safety matters, First Aid, Fire Safety and other premises-based requirements.

19.35. The policies will also define the process for sharing Service User information with the Housing Provider (Landlord); this will include examples of when, how & why data sharing may be required; whilst ensuring compliance with the Data Protection Act and Equalities Act 2010.

19.36. Provider policies and procedures will reflect recognised good practice and guidance and include (but not be limited to):

a) Staff Code of Conduct

b) Complaints

c) Safeguarding

d) Whistle blowing

e) Anti-Radicalisation and Prevent Duties

f) Health and Safety in accordance to HSE Guidance

g) Management of financial affairs, such as, deputyship and appointeeship.

h) Record keeping

i) Medicines management in accordance with NICE and / or CQC standards

j) Infection Control in accordance with PHE and HSE guidance

k) Nutrition in accordance with NICE standards

l) Dignity and Respect in accordance with Dignity in Care Guidance (2013)

m) Choice and Control

n) Care and support planning

o) Positive risk taking

p) Positive Behaviour Support and Safe Intervention – ensuring due regard to the Positive Behavioural Support Academy requirements

19.37. Further information at <http://pbsacademy.org.uk/commissioners-and-care-managers/>

q) Supporting people with challenging behaviour and / or working with aggression and violence

r) Restrictive interventions that comply with best practice and proactive workforce guidance

## **20. SERVICES DELIVERY**

### **Promoting independence**

20.1. Promoting the independence of Service Users must remain a key aim wherever possible and in order to maintain and enhance their skills and abilities, Service Users may participate in rehabilitation or reablement programmes. The Provider must therefore ensure that Staff have an understanding of the importance of promoting independence and the value of rehabilitation and reablement techniques.

20.2. The Provider must also ensure that Staff have the skills to assist Service Users to remain as independent as possible and work with other professionals to ensure that any rehabilitation or re-enablement program is followed.

- 20.3. The Provider must acknowledge the major role played by informal Carers (family, friends and other informal Carers) and shall encourage their continued positive involvement in the Service User's life where this enhances wellbeing; however the Provider must also recognise that the interests of the Service User are paramount and that on occasion informal Carers are not always driven by the Service User's best interests.
- 20.4. The Provider shall immediately inform the Council of any changes to the Service User's circumstances that may affect delivery of any part of the Services, including if the Service User refuses any essential part of the Services, including without limitation personal care, meals or assistance with medication.
- 20.5. The Provider must deliver the Services in a proactive and preventative way rather than a reactive way; this means that delivery of support may need to fluctuate where the need for additional or reduced support is identified.
- 20.6. The Provider must deliver the Services in a way that is actively risk managed, not risk averse or paternal and should avoid creating dependencies wherever possible.

#### **Rights and responsibilities**

- 20.7. The Provider shall aim to limit the number of Staff assigned to a Service User to a minimum and reasonable level, particularly when delivering personal care, with a view to ensuring continuity and consistency of care.
- 20.8. The Provider shall ensure continuity of care so the Service User is familiar with the person/s delivering the Services and feels safe. Continuity will also ensure that the Provider knows how the Service User likes support to be given and can more effectively monitor the Service outcomes.
- 20.9. Continuity of services shall be monitored by the Authorised Officer and a failure to provide reasonable consistency of care, as judged by the Authorised Officer, in their absolute discretion, will result in the option for the Council to require a Contract Review.
- 20.10. Where there is sickness, annual leave or any other temporary absence requiring short term changes to regular Staff, the Provider shall have contingency arrangements in place to manage this and to maintain consistency and quality.
- 20.11. The Provider must plan the Services to ensure that Staff are not rushed and have enough time to deliver care without compromising the dignity or wellbeing of the Service User.
- 20.12. The Provider shall accommodate Service Users in single rooms, unless their preference or individual choice is otherwise expressed, or if the best interests of the Service User are met by shared accommodation.

#### **Safety, business continuity and disaster recovery**

- 20.13. The Provider shall have in place throughout the Contract Period a proportionate, realistic, readily available and carefully thought out Business Continuity and Disaster Recovery plan for the Service that specifically addresses contingency planning to ensure continuation of the Services in the event of a severe loss of Staff availability for any reason.
- 20.14. The Provider shall ensure that Business Continuity and Disaster Recovery plans are reviewed, tested and amended as necessary, and as a minimum once every Year.
- 20.15. The Provider will inform the Council at the earliest opportunity if the Provider or a Provider's parent company and / or the partner Housing Provider (Landlord) is at financial risk of failing.

#### **Medical Care**

- 20.16. The Provider shall ensure that Service Users are given access to a General Practitioner (GP) for the purposes of assessment, advice and treatment, including incontinence support and shall manage as necessary nursing and health care needs in line with the Service User's individual requirements.
- 20.17. The Provider must ensure that Staff have access to the contact details of each Service User's GP and that whenever a Service User requests assistance to obtain medical attention, or appears unwell and unable to make such a request, the GP is contacted without delay.
- 20.18. Where the Service User does not give permission for the GP to be contacted, the Provider shall inform the Council immediately. The Council shall agree an appropriate course of action with the Provider.
- 20.19. The Provider shall ensure that whenever a Service User is found by Staff to be in need of emergency medical care, the appropriate accident and emergency services are contacted immediately and the Council is notified after.
- 20.20. As well as having their own medication policy, the Provider shall pay due regard to the Council's medication policy and protocols.

## **21. SERVICE USER RISK ASSESSMENT AND SUPPORT PLANNING**

- 21.1. The Provider shall undertake a full risk assessment of the Service User prior to the commencement of the Care Home Placement Agreement, which shall be reviewed regularly thereafter, either in response to the changing needs of the Service User or at a minimum annually.
- 21.2. The Provider shall ensure that risk assessment tools allow Service Users to make choices about their care and support and that Staff are suitably trained to manage risk.
- 21.3. Service User risk assessments should facilitate the seeking of Outcomes rather than the identification of challenges, and should be proportionate and reflective of the service user's rights to make choices, wherever practicable.
- 21.4. A comprehensive risk management plan to which Staff may refer, including but not limited to, manual handling and medication management, must be completed in consultation with the Service User, family member and/or advocate (if appropriate) and kept readily available. If specialist equipment is required this must also be included and the Provider must liaise with all necessary professionals to ensure appropriate use and maintenance of the equipment.
- 21.5. In planning to mitigate risk, the Provider should explicitly recognise the Mental Capacity Act 2005 in relation to Service User's rights to make what others might deem to be 'unwise' decisions and risk assessment practices should avoid paternalistic or risk averse attitudes and concentrate on effective ways to appropriately manage the identified risks.
- 21.6. The promotion of a reduction in a Service User's overall care or support, owing to increased ability or independence, shall underpin all Services. The Provider, however, shall not seek any reduction in care or support that would place the Service User at risk or would undermine their health, independence, dignity, or choice.
- 21.7. At the commencement of the Care Home Placement Agreement (or at reassessment/review), the Service User and the Provider shall work from the most recent Support Plan, showing the agreed high level aims and Outcomes.
- 21.8. The Provider shall work closely with each Service User to develop their individual Care Plan, ensuring that the widest possible approach to the achievement of the agreed Outcomes is taken. The Care Plan should be developed with reference to the Service User's likes, dislikes and wishes, as well as their



perceived needs, and be presented in a suitable language/format for the Service User and their family member and/or advocate (if appropriate).

### **Involvement of Service Users**

- 21.9. The Provider shall demonstrate a robust quality assurance system and regularly seek the views of Service Users in a manner suitable to them.
- 21.10. The Provider must involve Service Users (including family members and/or advocates if appropriate) in the development, monitoring and review of the Services and actively seek their views on how they would like the Service to evolve. This shall include, but shall not be limited to, choices and preferences around their environment and personal surroundings, preferences around menu choices to meet personal, cultural or dietary specific needs, and preferences regarding activities and social contact.
- 21.11. The Provider shall share with the Council the results of these consultations and the actions taken in response.
- 21.12. The Provider shall actively seek to co-produce the Services with the Service User in line with the guidance of the Care Act 2014.
- 21.13. The Provider shall ensure that Service Users are fully conversant with their individual care plan and their rights and responsibilities in respect of the Services.
- 21.14. The Provider shall publish an introductory brochure setting out the Statement of Purpose of each Care Home, what Service Users can expect from the Services and all relevant information, policy and contacts. The brochure must be available in a variety of accessible formats and must be made available to every new Service User, or their representative, at the commencement of the Services and thereafter on request.
- 21.15. The Provider shall publicise in a clear and accessible format information relating to daily events, such as activities, and menu choices.

## **22. CONTRACT PERFORMANCE MONITORING AND QUALITY ASSURANCE**

- 22.1. Throughout the Order Period and generally throughout the Contract Period, the quality of the Services will be monitored by the Council through periodic reviews to ensure each Service User's needs are being met in line with the Support Plan and agreed Outcomes.
- 22.2. The Council is developing a comprehensive Quality Assurance Framework to enable monitoring of Services delivery and contract compliance via a consistent protocol, which shall include a Provider self-assessment tool. The Provider shall comply with all reasonable requests to submit timely performance monitoring and quality assurance information and assessments.
- 22.3. The frequency and level of monitoring required shall be determined by the Authorised Officer based on the assessed risk rating of the Provider, feedback from Service Users accessing the Services (including Carers, family members or advocates if appropriate), feedback from key stakeholders, and the nature and volume of Services delivered.
- 22.4. The risk rating assessment takes into account the value of all of the Call-Off Contracts placed with the Provider under the Framework Agreement, whether current Call-Off Contracts are in place, whether there has been satisfactory performance against the terms of the Call-Off Contracts and organisational risk (including financial stability). Specific areas of concern shall determine the focus of monitoring. The risk rating shall be reviewed by the Council at least annually.

- 22.5. The Provider may be required to submit various statistical returns detailing the Services delivered during any requested period.
- 22.6. Contract monitoring meetings will be requested at the discretion of the Authorised Officer as deemed necessary, and the Provider must comply with all reasonable requests and ensure that a manager with the appropriate supervisory and decision making authority is available to attend these meetings, along with any other Staff requested by the Authorised Officer.
- 22.7. The meetings may be held at the Council's offices, the Provider's offices or any reasonable location, at the discretion of the Authorised Officer. For the avoidance of doubt, no additional payment shall be due to the Provider for the attendance of its Staff at such meetings.

### **23. COLLABORATION WITH THE COMMISSIONING AUTHORITY**

- 23.1. The Provider shall liaise with the Council to both prompt and take part in statutory reviews and reassessments as required.
- 23.2. The Provider shall send an authorised representative, with appropriate decision making authority, to meetings with the Council either about individual cases, Call-Off Contract monitoring or more general meetings, to ensure effective joint working.
- 23.3. The Provider shall supply any information reasonably requested by the Council regarding the delivery of the Services, to allow the Council to meet its statutory and legal obligations, and the Provider must comply immediately with requests for Services improvements to meet these obligations.
- 23.4. The Provider shall co-operate with the Authorised Officer when undertaking quality or safeguarding tasks.
- 23.5. The Provider shall attend, at the Council's request, any provider forums or working groups set up by the Council to disseminate information, improve practice, and promote good working relationships.

### **24. CO-OPERATION WITH OTHER PROFESSIONALS**

- 24.1. The Provider shall work with other agencies, including other providers of competing and/or complementary services, and community and voluntary agencies who may become involved in the care and support of Service Users.
- 24.2. Subject always to the provisions of paragraph 19 below, the Provider shall appropriately share information in a confidential manner with all relevant professionals to enable the identified care and support needs of Service Users to be met.

### **25. SAFEGUARDING ADULTS**

- 25.1. The Provider shall demonstrate that it has a robust written process in the event of a safeguarding concern and that this process is aligned to the Care Act 2014 and compliant with the Pan-London Multi Agency Adult Safeguarding policy and procedures, which the Provider must adhere to.
- 25.2. The Provider must ensure that its Staff are fully trained in the prevention of abuse, through focus on dignity and person centred care, and are aware of this process and are supported to recognise and report any safeguarding concerns, in a culture of promoting good practice and reporting suspected abuse.
- 25.3. The Provider shall ensure that all Staff are fully aware of and trained in both the Pan-London Multi Agency Adult Safeguarding policy and procedures, and the Richmond Safeguarding Children and Young People policies, incorporating Richmond local arrangements; the latter because Staff may encounter children in the course of their work.

- 25.4. The Provider must demonstrate a commitment to transparency and encouraging whistle blowing within its organisation.
- 25.5. The Provider shall contribute to safeguarding enquiries in a thorough and timely manner as requested in line with policy and procedures, and shall nominate a lead person (management level) to take responsibility for liaising with the Council and to deal with all safeguarding issues and investigations as required.

## **26. CONFIDENTIALITY OF INFORMATION**

- 26.1. The Provider shall take steps that are satisfactory in the Authorised Officer's opinion to ensure that its Staff, agents or others engaged on its behalf, have a clear understanding of the need for confidentiality.
- 26.2. Information must be handled in accordance with the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679), and the Provider's written policies and procedures must reflect the best interests of each Service User.
- 26.3. Information disclosed to the Provider's agents concerning a Service User remains confidential, to be used only for the purpose for which it is disclosed.
- 26.4. The duty to respect confidentiality shall not prevent the disclosure to the Council of information that it requires in order to safeguard the interests or welfare of the Service User or others.

## **27. COMPLAINTS AND COMPLIMENTS**

- 27.1. The Provider shall have a complaints and compliments policy and procedure which is clearly publicised and easily accessible to Service Users and their representatives.
- 27.2. The Provider shall ensure this policy and procedure is regularly monitored and reviewed for effectiveness and its Staff receives regular training and support to consistently and properly implement the procedures.
- 27.3. The Provider shall clearly record all complaints and compliments (both formal and informal) received in relation to the Services and report these to the Authorised Officer at regular intervals as requested, including details of the investigations undertaken and the outcomes and actions resulting.
- 27.4. The Provider shall ensure that the Council is notified immediately of any serious complaint, allegation or serious Services failures.
- 27.5. The Provider shall undertake regular collation, analysis and review of complaints to aid organisational learning and continuous Services improvement.
- 27.6. The Provider must develop its complaints and compliments policy and procedure in line with guidance from the Local Government Ombudsman (LGO) and ensure Service Users are aware of the pathway for contacting the LGO.
- 27.7. The Council shall regularly collate and review data on the volume and frequency of upheld complaints and safeguarding incidents received about the Services.
- 27.8. The Provider shall aim to sustain a minimal number of complaints regarding the Services and shall resolve any complaints received as swiftly as possible.
- 27.9. Where the Provider has sustained a volume of upheld formal Services complaints and/or substantiated safeguarding allegations exceeding 5% of the total Service User group within any quarter, the Council shall undertake a Contract Review and may seek to recover from the Provider

costs incurred in relation to managing the complaints, or of arranging for the Services to be delivered by an alternative provider if necessary, together with the administrative costs of making such arrangements.

**28. STAFFING**

- 28.1. The Provider shall ensure that its approach to staffing is compliant with the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the Care Quality Commission (Registration) Regulations 2009, and remains fully compliant with the appropriate Care Quality Commission (CQC) Essential/Fundamental Standards of Quality and Safety.
- 28.2. The Provider must ensure that all Staff engaged in the delivery of the Services are rewarded fairly without unreasonable deductions from pay and where eligible are paid at least the prevailing National Living Wage.
- 28.3. The Provider shall be responsible for the employment and conditions of its Staff, including without limitation, the payment of wages, taxes, National Insurance contributions, employee pension, and any other levies.
- 28.4. The Provider shall maintain full consideration of employment law in relation to its Staff including minimum wage rates.
- 28.5. The Provider shall be responsible for maintaining high standards of conduct of its Staff. To this end, the Provider shall have a written Code of Conduct, which includes clear directions around gifts and professional boundaries (unless provided as separate policies), and a clear and robust disciplinary procedure.
- 28.6. The Provider shall ensure sufficient numbers of Staff at all times, with the right competencies, knowledge, qualifications, skills, and experience to meet the needs of the Service Users receiving the Services. In accordance with nursing home registration requirements, nursing homes must have suitably qualified nursing Staff on site 24 hours a day.
- 28.7. Furthermore, the Council expects the Provider to have Staff that:
  - a) Have undergone a mandatory induction period and have completed all relevant training within agreed timescales, including induction and refresher training, and have valid and up to date Data and Barring Scheme (DBS) clearances;
  - b) Have undergone appropriate specialist training where required, for instance disability awareness, mental health and dementia awareness, equality and diversity or medication management;
  - c) Are qualified through an appropriate Qualification Credit Framework (QCF) in Adult Care (or any subsequent required qualification) to the appropriate level for their duties, or are actively working towards this;
  - d) Similarly, where nursing care is required, the Provider must ensure Staff have the appropriate levels of nursing competency, qualifications and registration;
  - e) Have adequate language and communication skills in order to support their work across all Services;
  - f) Have been trained in the provision of re-abling, independence promoting approaches to the delivery of care and support;

- g) Have been fully trained in the implications and procedures under the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards;
- h) Are kept abreast of developing assistive technology and telehealth;
- i) Can detect/prevent crisis situations and can recognise the need for additional support;
- j) Are familiar with this Specification, the Care Home Placement Agreement and the full scope of the conditions governing the delivery of the Services;
- k) Can operate in an Outcome focused way that encourages clear boundaries and minimises the creation of dependency;
- l) Can manage risk in a positive and enabling manner, recognising the rights of Service Users to make decisions and choices;
- m) Will ensure that the Service User is fully conversant with their Support Plan and Care Plan;
- n) Will ensure that the Service Users care and support needs are actively reviewed, and care and support is amended to reflect changing needs;
- o) Are kept up to date on relevant legislation, the latest approaches to care, and the policy drivers; and
- p) Are suitably trained with regard to risk and Health and Safety.

28.8. The Provider shall effectively monitor the performance of its Staff on a regular basis to ensure that Services are being delivered to the required Services Standards.

28.9. The Provider shall ensure that Staff carry clearly visible identification at all times whilst delivering the Services.

28.10. The Provider must support its Staff to perform their roles effectively. This shall include the provision of regular supervision, support, mentoring, and training sessions, as well as facilitating access to education and training opportunities that improve their knowledge and skills as required.

28.11. The Provider must ensure that specialist training such as training regarding challenging behaviour, dementia, ageing and age related conditions, mental health, disabilities and end of life care is also provided to Staff as required.

28.12. The Provider's Staff should receive appropriate training and support to meet all relevant regulatory authority standards and requirements. Staff training records shall be examined as part of the Contract monitoring process.

**Code of conduct / boundaries**

28.13. The Provider shall issue a handbook dealing with conduct and professional boundaries to all Staff prior to commencing delivery of Services to any Service Users. The main provisions of this handbook shall be included in induction training and regularly reviewed. This shall include the essential policies and procedures which are necessary for Staff to perform their duties and should set out the Provider's expectations of conduct.

28.14. The Provider shall make clear to its Staff in training and in the relevant policies and handbooks that Staff are not permitted to accept gifts or gratuities and should avoid, for their own protection as well as protection of the Service Users, becoming involved in financial transactions with the Service Users.

28.15. Where a Service User requires support from the Provider with budgeting and financial management, or where sums of money may have to be collected, safely stored and appropriately utilised for the

living needs of the Service User, in accordance with their Support Plan, the Provider shall comply with the following:

- a) The Provider shall ensure that an approved and comprehensive financial handling policy and procedure is in place, and that all Staff handling money on behalf of a Service User are closely monitored and supervised in the practice of this policy.
- b) Where financial transactions are required, the Provider shall hold itemised and verified records of all transactions on behalf of the Service User, making these records available for scrutiny by the Council. The Provider shall routinely and regularly audit any such records, ensuring Staff are aware of the scrutiny.
- c) The Provider shall have approved policies and procedures to ensure that Staff (and their families) are forbidden from becoming an executor, appointee or accepting power of attorney, or from having any legal involvement with property of a tenant, or having access to, or knowledge of, a tenant's bank accounts or PIN numbers.
- d) Where the Council holds appointeeship or Power of Attorney for a Service User, they may issue a prepaid card to the Provider for the purchase of personal items. In such circumstances the Provider must ensure that any prepaid cards are safely held, and monitor which Staff has access to them at any point. The Council shall examine any transactions on the card to ensure they relate only to the Service User's requirements.
- e) The Provider shall have approved policies and procedures to ensure that Staff (or their families) are not permitted to accept gifts of cash or kind from Service Users, including gratuities and bequests. Should the non-acceptance of small gifts cause major offence, Staff should notify their employer and a register of gifts/items received should be maintained, recording the nature of the gift received, by whom, from whom, and when the gift was received. The Provider shall ensure that cash or expensive gifts are never accepted by its Staff.

28.16. The Code of Conduct/Boundaries policies shall include clear instructions to Staff regarding appropriate appearance, dress codes and use of protective clothing (such as gloves and aprons) during delivery of the Services.

## **29. ORGANISATIONAL MANAGEMENT**

29.1. The Provider shall manage its Services effectively. In assessing this the following factors (without limitation) will be taken into consideration:

- a) That managers, senior and clinical Staff have the necessary expertise, aptitude, experience and qualifications relevant to the nature and scale of the Service;
- b) The management structure is of sufficient capacity, is organised in such a way, and is supported by appropriate administrative systems and any other necessary infrastructure, to ensure that the Services are safely, effectively and efficiently run. This must be demonstrated to the Authorised Officer during the course of Contract monitoring;
- c) Staff are appropriately trained, organised, supervised and supported; and
- d) The recruitment, selection, vetting of Staff, and terms of employment achieve appropriate competencies and balance in the Staff group.

29.2. The Provider shall inform the Council immediately in writing of any change affecting the ownership of a Care Home and, in any event, shall give the Council no less than three months' notice in writing of any such changes.

### **Operational Support**

- 29.3. The Provider shall have effective operational support functions in place to maintain high standards of delivery of the Services. This will include human resources, central administration, training, and payroll.
- 29.4. Information about these functions, and how to access them, must be available to all Staff and demonstrated to the Authorised Officer during the course of Contract monitoring.
- 29.5. The Provider must have a suitable Staffing structure in place, and it should be clear how this relates to the services that are provided. The job descriptions of the Staffing roles should be clearly set out.
- 29.6. Staff must ensure that all Staff are aware of when and how their salaries are paid, and appropriately remunerate them. The Provider shall adhere to all employment legislation and minimum wages.

### **Financial Sustainability**

- 29.7. The Provider shall maintain its business in a way that is sustainable and which minimises the possibility of going out of business. The Council reserves the right to satisfy itself of the financial stability of the Provider during the period of the Contract, and to take appropriate action to safeguard the interests of Service Users in receipt of the Services.
- 29.8. The Provider shall notify the Council at the earliest opportunity of any threat to its continued ability to provide the Services and must collaborate completely with the Council in its endeavours to ensure a continued provision of the Services.

### **Premises and Equipment**

- 29.9. The Provider shall at all times provide and maintain such premises as are necessary for the proper performance of the Services. The premises must be safe and secure for the Service User, Staff, and any visitors at all times and must demonstrate a homely, comfortable environment that is suitable for the needs of Service Users as set out in their Support and Care Plans.
- 29.10. The Provider shall keep all premises in good and serviceable repair and in such condition as to enable successful performance of the Services.
- 29.11. Where the conditions above are not met in the opinion of the Authorised Officer, the Council shall be entitled to issue a written notice requiring the Provider to put any such premises into a reasonable condition within an agreed timescale, to successfully and safely deliver the full scope of the Service; the Provider must immediately take all necessary action to comply with such notices within the agreed timescale.
- 29.12. In the event of the Provider failing to carry out such action within the agreed timescale, the Council may arrange for the actions to be carried out by a person of its choosing, and the Provider shall pay to the Council the cost of completing such action, together with the administrative costs of making such arrangements.
- 29.13. The Provider shall supply at its own expense all equipment including without limitation all furniture, plant, services, ICT and materials necessary for the successful delivery of the Services.
- 29.14. The Provider shall maintain the premises in a safe, serviceable and clean condition and, replace as necessary, all equipment used in the provision of the Services.
- 29.15. The Provider shall be responsible for the security of all equipment and materials used by the Care Homes in connection with the provision of the Services.

### **30. INFORMATION MANAGEMENT (RECORD KEEPING AND INFORMATION SHARING)**

- 30.1. The Provider must comply with, store and share all information in accordance with data protection legislation. The Provider shall ensure that records and details of the Services are comprehensive and shared appropriately by:
- a) Recording and reporting any refusal of care and support, or unplanned absence;
  - b) Reporting any significant occurrence or changes in the circumstances of the Service User; or any unmanaged risks or concerns;
  - c) Allowing the Authorised Officer access to all records relating to the Service, including the necessary aspects of Staff records;
  - d) Accommodating visits by the Council's staff, including unannounced visits;
  - e) Ensuring that written records are legible and demonstrate an acceptable standard of literacy in English; and
  - f) Ensuring Service Users are aware of their right to access their records, and that the Service User's family and/or advocate (if appropriate) also have this right, with the consent of the Service User where required.
- 30.2. Examples of official records shall include, but are not limited to: medication management records; care and support provision (including refusals); financial transactions; changes to the Service User's circumstances; use of restraint; accidents; any other information that may assist service delivery in the future.
- 30.3. Information is likely to be shared across a number of agencies, including, but not limited to, the Council, other statutory agencies such as other local authorities, local CCGs, the CQC, and the police.
- 30.4. Any information sharing must follow the Council's current information sharing protocols, and any of the Council's standard operating procedures where these are in place.

#### **APPENDIX 1 – USEFUL LINKS**

Care Certificate [www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx](http://www.skillsforcare.org.uk/Standards/Care-Certificate/Care-Certificate.aspx)

Care Improvement Network [www.careimprovementworks.org.uk](http://www.careimprovementworks.org.uk)



Care Quality Commission (CQC) [www.cqc.org.uk](http://www.cqc.org.uk)

Care Quality Commission (CQC) – Supported Living Scheme Guidance

<http://www.cqc.org.uk/content/supported-living-schemes>

Dementia Care <http://www.nice.org.uk/Guidance/CG42>

Dignity in Care [www.dignityincare.org.uk](http://www.dignityincare.org.uk)

Driving-Up Quality in Learning Disability Services [www.drivingupquality.org.uk](http://www.drivingupquality.org.uk)

End of Life Care <https://www.skillsforcare.org.uk/Skills/End-of-life-care>

Infection Control and Prevention

<https://www.gov.uk/government/publications/infection-prevention-and-control-in-care-homes-information-resource-published>

NHS Continuing Care <http://www.nhs.uk/Conditions/social-care-and-support-guide/Pages/nhs-continuing-care.aspx>

NHS England – Patient Safety <https://www.england.nhs.uk/patientsafety/never-events>

NHS England – Transforming Care <https://www.england.nhs.uk/learningdisabilities/>

National Institute for Health and Care Excellence (NICE) [www.nice.org.uk/guidance](http://www.nice.org.uk/guidance)

National Minimum Data Set Social Care (NMDS-SC) [www.nmds-sc-online.org.uk](http://www.nmds-sc-online.org.uk)

Pan-London Multi-Agency Adult Safeguarding Policy and Procedures

<http://londonadass.org.uk/safeguarding/review-of-the-pan-london-policy-and-procedures/>

Positive Behaviour Support <http://pbsacademy.org.uk/commissioners-and-care-managers/>

Royal College of Speech and Language Therapists [http://www.rcslt.org/news/good\\_comm\\_standards](http://www.rcslt.org/news/good_comm_standards)

Skills for Care [www.skillsforcare.org.uk](http://www.skillsforcare.org.uk)

Skills for Health [www.skillsforhealth.org.uk](http://www.skillsforhealth.org.uk)

Social Care Commitment [www.thesocialcarecommitment.org.uk](http://www.thesocialcarecommitment.org.uk)

Social Care Institute for Excellence (SCiE) [www.scie.org.uk](http://www.scie.org.uk)

Think Local Act Personal [www.thinklocalactpersonal.org.uk](http://www.thinklocalactpersonal.org.uk)