



**WANDSWORTH BOROUGH COUNCIL
DOMICILIARY HOME CARE SERVICES
FOR OLDER PEOPLE AND ADULTS WITH DISABILITIES**

**SERVICE
SPECIFICATION**

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1 INTRODUCTION

- 1.1 This document sets out the specification for the provision of domiciliary home care services (the “Services”) for older people including: frail older people, those with dementia, adults with learning disabilities, adults with mental health problems and people with physical and/or sensory disabilities. It describes the key features of the range of Services.
- 1.2 This Specification describes the minimum requirements and standards for delivering any part of the Services.
- 1.3 The purpose of the Services are to deliver enabling, outcome focussed care and support, with the aim of helping eligible adults to remain in their own homes by supporting them with essential personal and practical tasks that they are unable to manage safely for themselves, including support to maintain or to regain independent living skills and achieve outcomes that matter to them.
- 1.4 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:
 - 1.4.1 Share key objectives
 - 1.4.2 Collaborate for mutual benefit
 - 1.4.3 Communicate with each other clearly and regularly
 - 1.4.4 Be open and honest with each other
 - 1.4.5 Listen to, and understand, each other’s points of view
 - 1.4.6 Share relevant information, expertise and plans
 - 1.4.7 Avoid duplication wherever possible
 - 1.4.8 Monitor the performance of all parties
 - 1.4.9 Seek to avoid conflicts, but where they arise to resolve them quickly and at a local level wherever possible
 - 1.4.10 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
 - 1.4.11 Share the potential risks involved in Services developments
 - 1.4.12 Promote the partnership approach at all levels in the organisation (e.g. through joint induction or training initiatives) and
 - 1.4.13 Be flexible enough to reflect changing needs, priorities and lessons learnt, and encourage participation by the Individual

2 SERVICES APPROACH

- 2.1 The Council recognises that delivery of home care can be complex and 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.
- 2.2 The Services will operate across the borough of Wandsworth.

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 Individuals 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 to strengthen and clarify the Provider’s safeguarding responsibilities. There is a strong emphasis on personalising the experience of receiving care and empowering Individuals 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.¹ 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 is referred to as “The Wellbeing Principle” because it is a guiding principle that puts wellbeing at the heart of care and support.² 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 relating to the following areas in particular:
 - 4.3.1 Personal dignity (including treatment of the Individual with respect);
 - 4.3.2 Physical and mental health and emotional wellbeing;
 - 4.3.3 Protection from abuse and neglect;
 - 4.3.4 Control by the Individual over day-to-day life (including over care and support and the way it is provided);
 - 4.3.5 Participation in work, education, training or recreation;
 - 4.3.6 Social and economic wellbeing;
 - 4.3.7 Domestic, family and personal wellbeing;
 - 4.3.8 Suitability of living accommodation; and
 - 4.3.9 The Individual’s contribution to society.

¹ Care Act Guidance October 2014

² Care Act Guidance October 2014. Section 1. P1.

- 4.4 There is no hierarchy and all should be considered of equal importance when considering Wellbeing in the round.³

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 an Individual at any stage of the process. Wellbeing covers an intentionally broad range of aspects of a person's life and will encompass a wide variety of specific considerations depending on the Individual⁴.
- 4.6 While the Council must consider these Wellbeing principles at the point of assessment of the Individual 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 throughout for any Individual.
- 4.7 Failing to promote Wellbeing will be considered under performance management.

5 DIGNITY STANDARDS

- 5.1 The Provider must adopt and promote the 10 Dignity Standards as follows:⁵
- 5.1.1 Have a zero tolerance of all forms of abuse
 - 5.1.2 Support people with the same respect you would want for yourself or a member of your family
 - 5.1.3 Treat each person as an individual by offering a personalised Services
 - 5.1.4 Enable people to maintain the maximum possible level of independence, choice and control
 - 5.1.5 Listen and support people to express their needs and wants
 - 5.1.6 Respect people's right to privacy
 - 5.1.7 Ensure people feel able to complain without fear of retribution
 - 5.1.8 Engage with family members and Carers as care partners
 - 5.1.9 Assist people to maintain confidence and positive self-esteem
 - 5.1.10 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 remains at the heart of their delivery at all times.

6 MENTAL CAPACITY ACT 2005

- 6.1 The Provider 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 Individuals to make personal decisions that may appear unwise.

³ Ibid. Section 1. P 2

⁴ Ibid. Section 1. P 3

⁵ http://www.dignityincare.org.uk/About/The_10_Point_Dignity_Challenge/

- 6.2 The Provider shall ensure that appropriate members of its staff, including those who directly provide the Services to Individuals (“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 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 their training. It is recognised that adhering to the provisions can be challenging and therefore the Provider must ensure that senior Staff are readily on hand to advise the Care Workers as required.

7 SERVICES OUTCOMES

- 7.1 The Services must enable Individuals to:
 - 7.1.1 remain in their own home wherever possible;
 - 7.1.2 preserve their maximum independence;
 - 7.1.3 preserve and if possible improve their quality of life;
 - 7.1.4 pursue meaningful life opportunities; and
 - 7.1.5 achieve and maintain their full potential in relation to physical, intellectual, emotional and social capacity.
- 7.2 To this end the Services must be focused on achieving specific targets of medium- and long-term health, Wellbeing and social improvements for the Individual (“Outcomes”), but the Services may also be required to maintain short-term care needs; this may include meeting the needs of people requiring assistance due to degenerative conditions, illness or frailty.
- 7.3 An Individual’s 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 Individual’s Support Plan in accordance with the Contract.
- 7.5 The Provider shall work in a reabling manner, supporting people to do things for themselves wherever possible and focussing on the requirements of the Individual rather than delivering a ‘one size fits all’ Service. The Provider is expected to meet the needs of Individuals holistically, flexibly and collaboratively.
- 7.6 In meeting the Outcomes the Provider shall work with and take full account of the wishes and aspirations of the Individual, their families or representatives, and of the Council.
- 7.7 The Outcomes for each Individual will be detailed in their Support Plan, and may fall in to none, one, or more of the following areas:
 - 7.7.1 **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.
 - 7.7.2 **Improve health and Wellbeing:** by maintaining or improving physical and mental health and Wellbeing, including protection from abuse or exploitation.
 - 7.7.3 **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.

- 7.7.4 **Make a positive contribution:** supported to participate in the wider community as active and equal citizens; with opportunities for work, leisure and family activities.
- 7.7.5 **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.
- 7.7.6 **Achieve economic Wellbeing:** by receiving support, advice and relevant information to enable access to work and/or financial benefits as appropriate.
- 7.7.7 **Maintain personal dignity:** where Individuals feel they are treated with respect, are listened to and are valued. Individuals should expect personal dignity, privacy and appropriate levels of confidentiality via the delivery of secure, stable and good quality support.
- 7.7.8 **Outcome needed here around discrimination – check support plan**
- 7.8 For example, an Individual may successfully achieve an Outcome by:
 - 7.8.1 Managing and maintaining nutrition
 - 7.8.2 Managing personal hygiene and comfort
 - 7.8.3 Managing toilet needs
 - 7.8.4 Being appropriately clothed
 - 7.8.5 Being able to make use of their home safely
 - 7.8.6 Maintaining a clean and habitable home environment
 - 7.8.7 Developing and maintaining family or other personal relationships
 - 7.8.8 Accessing and engaging in work, training, education and volunteering and other interesting and stimulating activity
 - 7.8.9 Making use of necessary facilities or services in the local community, including public transport and recreational facilities or services
 - 7.8.10 Carrying out any caring responsibilities the adult has for a child
 - 7.8.11 Exercising choice and control over daily life and routines
- 7.9 The way in which the Services are provided should respect the ethnic and cultural background of the Individual at all times. The Home Care Agency should be strongly committed to equality, diversity and inclusion.
- 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)⁶, which focuses on:
 - 7.10.1 Enhancing the quality of life for Individuals receiving care and support
 - 7.10.2 Ensuring people have a positive experience of receiving care and support, and
 - 7.10.3 Safeguarding adults from abuse or neglect

⁶ <https://www.gov.uk/government/publications/adult-social-care-outcomes-framework-handbook-of-definitions>

- 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 under performance management.

8 CORE PRINCIPLES AND SERVICES VALUES

8.1 The Council has adopted a set of values to characterise all contact with Individuals, Carers and the public at large and the Provider must comply with these values, which are as follows:

- 8.1.1 **Privacy:** the right of Individuals to be left alone or undisturbed and free from intrusion or public attention to their affairs
- 8.1.2 **Dignity & Diversity:** recognition of the intrinsic value of people regardless of circumstances by respecting their uniqueness and personal needs and treating them with respect
- 8.1.3 **Independence:** opportunities to act and think without reference to any other person including a willingness to incur a degree of calculated risk
- 8.1.4 **Choice:** opportunities to select independently from a range of options
- 8.1.5 **Rights:** maintenance of all entitlements associated with citizenship
- 8.1.6 **Fulfilment:** realisation of personal aspirations and abilities in all aspects of daily life

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

- 8.2.1 Everyone has equal rights, entitlements and access to the Services
- 8.2.2 Everyone has access to information, advocacy and assessment, reflecting individual needs
- 8.2.3 Individuals and Carers are fully involved in developing bespoke care plans that provide additional detail on top of the Support Plan (“Care Plan”)
- 8.2.4 Services reflect differing lifestyles, minimise dependency and develop Individual potential
- 8.2.5 Standards of the Services continue to be raised
- 8.2.6 All statutory and non-statutory organisations work together in the development and delivery of the Services
- 8.2.7 The views of Individuals, Carers and representative organisations are incorporated in the planning process
- 8.2.8 The diversity of people within the community is valued and respected and lessons of experience are taken on board and innovation and creativity are encouraged

9 FAIR ACCESS, EQUALITY AND DIVERSITY

- 9.1 The Council is committed to ensuring that equality and fairness are embedded in everything it does as an employer, services provider and procurer or commissioner of services.
- 9.2 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.

- 9.3 The Provider shall be an equal opportunities employer. 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.
- 9.4 The Provider must ensure that:
- 9.4.1 Their practices comply with the requirements of the Equalities Act 2010
 - 9.4.2 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
 - 9.4.3 The effectiveness of the policy and plan is periodically reviewed and updated in line with any legislative or good practice changes, and Staff and Individuals are made aware of the latest policy
 - 9.4.4 This statement must refer to the requirement to provide accessible and inclusive services, and not to treat individuals unfavourably on the grounds of one or more protected characteristics
 - 9.4.5 Staff are sensitive to the particular needs of clients from minority groups and will undertake appropriate training to ensure this
 - 9.4.6 Where appropriate, Individuals are provided with information on appropriate organisations and centres that meet need for example, religious, cultural, LGBT and BME.
 - 9.4.7 The communication needs of Individuals are catered for in terms of information in other languages or other suitable formats in all communications with Individuals. Trained interpreters, translators or bi-advocates will be utilised where appropriate, to facilitate good communication; these to be provided at no extra cost to Wandsworth Borough Council
 - 9.4.8 The Provider must be compliant with the *Accessible Information Standard* requirements (2016)⁷ and must be able to evidence this compliance throughout the Contract Period
 - 9.4.9 Individuals have access to independent advocacy services and/or translation services where required
 - 9.4.10 Individuals are able and supported to observe their religious and cultural customs; and
 - 9.4.11 Consideration will need to be given to individual preference in relation to receiving personal care support for example an Individual may request a Care Worker of the same gender deliver the personal care, equally an Individual may request a Care Worker of another gender deliver the personal care.
- 9.5 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.

⁷ <https://www.england.nhs.uk/ourwork/patients/accessibleinfo/>

10 SERVICES DESCRIPTION

10.1 The Services may be needed short term but frequently there shall be no specific end point and often an increase may be anticipated if an Individual's condition deteriorates.

10.2 The Provider shall deliver the Services in accordance with the Individual's Support Plan and Care Plan and shall ensure that it can deliver the Services as required by the Support Plan every time an Order is placed and as required at subsequent reviews.

Types of Services required

10.3 The Provider must offer all of the following types of services which as a whole constitute the Services.

10.4 Personal care

10.4.1 The delivery of personal care may include, but is not restricted to, the following main categories; this will depend on which tasks are identified as most likely to meet the agreed Outcomes for each Individual:

- (a) Assistance to get up, or go to bed
- (b) Washing, bathing, hair care, shaving, denture and mouth care, hand and fingernail care, foot care (but not toe-nail cutting or any other aspect of foot care which requires a state registered podiatrist)
- (c) Cleaning stoma sites or changing stoma fixtures
- (d) Assistance with dressing and undressing
- (e) Toileting, including necessary bathroom cleaning and safe disposal of waste
- (f) Food and drink preparation, including associated kitchen cleaning and hygiene
- (g) Assistance with eating and drinking

10.4.2 Personal care *excludes* the following primary health care functions

- (a) Administration of drugs by injection
- (b) Application of dressings
- (c) Care of wounds
- (d) Treatment of pressure sores
- (e) Supervision of specialist medical treatment
- (f) Cleaning stoma sites or changing stoma fixtures

10.5 Medication management

10.5.1 The Provider will have a clear written administration of medicine policy and procedures, agreed by the Council,. And which identify parametres and circumstances for assisting with or administering medication. The Provider's care and support staff will adhere to the policy and procedures. All care and support staff are competent and trained to undertake the activities for which they are employed and responsible as specified in the administration of medicine policy and procedures. All care and support staff receive regular supervision and have their standard of practice appraised annually. All care and support staff will maintain accurate records of medication administered.

10.6 Practical support

10.6.1 The Provider shall give practical support in the upkeep of areas of the home regularly used by the Individual, which may include without limitation: vacuuming, sweeping, washing up, dusting, cleaning floors, bathrooms, kitchens, toilets etc. and general tidying, using appropriate domestic equipment and appliances in good working order, as made available by the Individual.

- (a) Practical support tasks may include, but are not limited to:
- (b) Making the bed and regularly changing bed linens
- (c) Disposing of household and personal rubbish appropriately
- (d) Cleaning areas used or fouled by pets (within reason)
- (e) Reporting of household emergencies for example to next of kin, the Council's access team or approach voluntary and community sector organisations who may be able to provide support.
- (f) Washing clothes or household linens, including fouled linen; drying.
- (g) Ensuring that the Individual is in a comfortable environment that fits with the season, e.g. warm in winter and cool in summer and is always safe and secure within their environment.
- (h) Attending day care, hospital appointments etc.
- (i) Assistance with shopping and handling their own money in line with approved financial handling policies, including accompanying the Individual to the shops if part of the Support Plan
- (j) Collecting pensions or benefits; collecting prescriptions; paying bills on behalf of the Individual or other simple errands, in line with approved financial handling policies and if in the Individual's support plan.
- (k) Assisting the Individual with correspondence and communications if in the Individual's Support Plan.

10.7 Skills development

Where appropriate, assisting the Individual to develop or maintain their own skills in any of the areas covered, so that independence is maximised.

10.8 Visiting services

To check the Individual's continued Wellbeing as necessary and to alleviate social isolation via meaningful contact and support.

10.9 Respite care at home

10.9.1 Delivery of the Services will not replace care provided by an agency contracted by the Council, or otherwise, to carry out home care services, where this is also provided. The respite Services are offered as a means of allowing for a break for the informal Carer, in addition to any Services already in place for the Individual.

10.9.2 As a minimum the Provider shall deliver the same range of care as detailed in the whole of this paragraph 10, including personal care, practical support, skills development, and other services, including those related to Individuals with dementia.

- 10.9.3 As well as this, the nature of the Services dictates that the Provider may need to deliver other forms of care and support in taking on the role of the informal Carer in their absence. For example the Provider may take the Individual out (e.g. to the park, shops, clubs, religious meetings), engage in home-based activities (e.g. games, reading, crafts, conversation) or carry out household tasks that would normally be carried out by the informal Carer (which would as far as possible be agreed in advance).

10.10 End of life care

- 10.10.1 The Provider must be fully aware of the National End of Life Care Strategy (2008)⁸ and ensure that the Services remain of the highest quality and reflect these recommendations throughout.
- 10.10.2 The Provider must ensure all Staff are considerate and mindful of the principles described in the 'Dying Well Community Charter - Principles of Care and Support'⁹ published by the National Council for Palliative Care and shall 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.

10.11 Other services

To assist Individuals to attend day care and hospital appointments etc. and to access services in the community such as laundry and shopping. Staff should spend time talking to, relating with, and understanding the lives of Individuals.

10.12 Double Up

- 10.12.1 In conjunction with the Council and Occupational Therapists, the Provider must maintain the independence and skills of the Individual wherever possible and as such support reablement goals to reduce dependence on 'Double Up' care packages where two Care Workers are commissioned to deliver personal care to an Individual with mobility difficulties.
- 10.12.2 Where a Double Up is required, the Individual must receive a seamless and well managed Service; as such the Provider must demonstrate a solution focused approach to managing these Services, with the expectation of deploying dedicated Double Up teams, that can work in a co-ordinated and co-operative manner to ensure that the needs of double handed care are met by skilled Staff, experienced in all aspects of manual handling and assistive equipment, able to evaluate reablement potential and make the necessary occupational therapy referrals.
- 10.12.3 The Provider must ensure during their initial assessment that suitable moving and handling equipment for the safe delivery of care is in place if required, and may delay the Services start time if this is not in place.

11 DIRECT PAYMENTS

- 11.1 The Council operates a Direct Payments scheme under the Community Care (Direct Payments) Act 1996 and the Council may instruct the Provider to provide the Services to any Individuals on

⁸ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/136431/End_of_life_strategy.pdf

⁹ http://www.ncpc.org.uk/sites/default/files/Dying_Well_Community_Charter.pdf

this Direct Payments scheme at a price no greater than that charged to the Council under the terms of this Contract, and the Provider must then provide the Services accordingly.

- 11.2 Individuals purchasing the Services with Direct Payments from the Provider must receive Services indistinguishable from those having their Services provided via direct commissioning by the Council, in so far as the quality, ethos and cost should not be any different.

12 INDIVIDUAL GROUPS

- 12.1 Each Individual will be a person who meets the Council's eligibility criteria and is in one of the following groups:

- 12.1.1 older people, including frail older people,
- 12.1.2 those with dementia,
- 12.1.3 adults with learning disabilities,
- 12.1.4 adults with mental ill health, and
- 12.1.5 adults with physical and/or sensory disabilities.

- 12.2 Individuals may not have English as their first language, or may communicate using a variety of other methods, such as with gestures or behaviours.

Individuals living with dementia

- 12.3 The Provider may be required to deliver Services to Individuals living with dementia. The Provider must therefore ensure that all Staff are well trained and supported to work alongside Individuals with dementia and must promote and utilise clear guidance within their organisation to support good practice.

- 12.4 The word 'dementia' describes a set of symptoms that may include memory loss and difficulties with thinking, problem-solving or language. Each person is unique and will experience dementia in their own way. The different types of dementia also tend to affect people differently, especially in the early stages. Other factors that will affect how well someone can live with dementia include how other people respond to them and the environment around them.¹⁰

- 12.5 A person with dementia will have cognitive symptoms (to do with thinking or memory). They will often have problems with some of the following:¹¹

- 12.5.1 Day-to-day memory
- 12.5.2 Concentrating, planning or organising
- 12.5.3 Language
- 12.5.4 Visuospatial skills
- 12.5.5 Orientation

- 12.6 The Provider must ensure that all Staff receive comprehensive training in dementia awareness, and appropriate supervision and monitoring to manage care delivery to Individuals in every

¹⁰ https://www.alzheimers.org.uk/info/20007/types_of_dementia/1/what_is_dementia

¹¹ https://www.alzheimers.org.uk/info/20007/types_of_dementia/1/what_is_dementia/2v

stage of dementia and managing challenging behaviour, ensuring that quality standards are maintained to the highest level and Individuals are treated well and retain maximum dignity and choice at all times.

- 12.7 Specialist dementia care will only be sought as a last resort, where the Services are likely to break down owing to behaviours which challenge the ability to safely deliver care.
- 12.8 Lack of appropriate risk management strategies, or training in dementia care across the Staff team shall not be a reason to transfer the Services to alternative provision; continuity of care for Individuals with dementia must be considered a priority by the Provider.
- 12.9 The Provider shall fully co-operate with the Council to support any initiatives for the promotion of higher standards and quality of care for Individuals with dementia, such as (but not limited to) the introduction of dementia champions, free online or face to face training, attendance at Council led training or assistance from behavioural specialists.
- 12.10 The Provider is expected to be familiar with and refer to relevant services available in and around the Borough for those with dementia and recognise when these services would be of benefit.
- 12.11 The Provider is expected to develop an understanding of assistive technology and the developments in the technologies available to support Individuals to remain in their own homes and assist with the management of risk.

13 CATEGORIES OF THE SERVICES

13.1 A visit to an Individual's residence ("Visit") to deliver the Services will be in accordance with one of seven Categories:

- 13.1.1 Standard
- 13.1.2 Night Sleeping
- 13.1.3 Night Sitting
- 13.1.4 Day Sitting
- 13.1.5 24 Hour Service
- 13.1.6 Respite Care – Day Sitting
- 13.1.7 Respite Care – Night Sitting

13.2 Category: Standard

- 13.2.1 The hours of service for the provision of the Services categorised as Standard are between 6:00 am and 11:00 pm daily.
- 13.2.2 The Provider will be required to deliver the Services to Individuals in Visits of 30, 45 or 60 minute durations.
- 13.2.3 The Provider shall ensure sufficient resources to be able to offer Visits within the following 'high traffic' time bands, as it is expected that the majority of Visits will usually fall within these busy periods:
 - (a) Getting ready for the day – 7:00 am to 9:00 am
 - (b) Lunch time – 12:00 pm to 2:00 pm
 - (c) Tea time – 3:00 pm to 5:00 pm

(d) End of day tasks/going to bed – 7:00 pm to 9:00 pm

13.3 Non-standard Services

The other six Categories are classed as “non-standard Services”:

Category: Night Sleeping

13.4 Available seven days a week, normally between the hours of 11:00 pm and 6:00 am, to sleep in the Individual’s home, provide the Services detailed in the Support Plan and to be available to be woken up no more than three times per night.

Category: Night Sitting

13.5 Available seven days a week normally between the hours of 11:00 pm and 6:00 am, to provide the Services detailed in the Support Plan throughout the night by remaining awake in the Individual’s home and being readily available as required through the night.

Category: Day Sitting

13.6 Available seven days a week normally between the hours of 6:00 am and 11:00 pm, to provide the Services throughout the day as detailed in the Support Plan by remaining in the Individual’s home and being readily available as required.

Category: 24 Hour Service

13.7 Available seven days a week; round the clock Services available for short periods i.e. one day or for longer periods if required.

Category: Respite Care – Day Sitting

13.8 Available seven days a week, normally between the hours of 6:00 am and 11:00 pm, to provide respite for the informal Carer throughout the day and being readily available to carry out any tasks normally undertaken by the informal Carer.

Category: Respite Care – Night Sitting

13.9 Available seven days a week, normally between the hours of 11:00 pm and 6:00 am, to provide respite for the informal Carer throughout the night by remaining awake and available to carry out any tasks normally undertaken by the informal Carer.

14 COMMISSIONING ARRANGEMENTS

14.1 The Council will be introducing an e-brokerage system to procure care packages and to award packages of care on an individual basis. All packages of care will be advertised to providers via the e-brokerage system (which all providers must be signed up to). The provider shall check to ensure that it has the capacity and skill to provide the required package of care to the individual and will respond via e-brokerage before the response deadline expires. The use of e-brokerage to award packages of care ensures the end to end process is competitive, fair and transparent.

14.2 Until e-brokerage is introduced, 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.

14.3 The Provider must inform the Council on a weekly basis of its available capacity for new referrals and may update the Council on a more regular basis if the Provider so wishes. The Provider must also have a system in place to map both immediate and long range resource needs.

- 14.4 The Provider must be able to accept referrals daily during normal Working Hours as a minimum, though referrals may be accepted at other times by arrangement.
- 14.5 The Council shall in normal circumstances give the Provider three working days' notice to assess, set up and begin delivering a Support Plan under an Order; however the Provider should aim to maintain sufficient capacity to begin delivering Standard Services within 48 hours of an Order being placed if absolutely necessary.
- 14.6 The Provider must notify the Council whether or not it accepts a referral in principle within 2 hours or less. This applies to urgent and non-urgent referrals. Once the Provider accepts the referral, an electronic confirmation will be sent by the referrer, followed in due course by the Order and Support Plan.
- 14.7 The Provider must ensure that prompt contact is made with the Individual, their Carer or representative as appropriate, to introduce a named member of Staff and arrange an initial meeting. Provided that access to the Individual and their property for the purposes of assessment and delivery of care is not impeded by circumstances beyond the control of the Provider, it is expected that the Provider shall carry out an assessment and begin delivering care within the agreed timescale.
- 14.8 Where there has not been a change in an individual's care needs as a result of their hospital admission, the Council would expect the individual to be discharged with a "restart" in their package. The Provider must respond to these requests within two hours of the request being made and restart services within a maximum of 24 hours notice.
- 14.9 The Provider must ensure that when a Care Worker does not arrive within 15 minutes of the planned time, that they always contact the Individual or their nominated contact in a timely fashion to notify them of the reason for the delay and the expected time of arrival.
- 14.10 The Provider shall have robust 'real time' systems in place, preferably electronic, to identify and prioritise delivery of 'time critical' packages (including without limitation Individuals who need medication at set times, Individuals who need to be ready for appointments, Individuals who need to eat at set times daily, Individuals who cannot be left alone and must be cared for at set times) and to immediately alert the Access Team to *any* Failed Visits or Missed Visits (defined in paragraph 16.22), enabling the appropriate action to be taken to safeguard the Individual.
- 14.11 The Provider shall have appropriate approved processes in place to ensure that Individuals are protected at all times from the risks associated with any failure on their part to deliver care in line with the Support Plan.
- 14.12 The Provider shall have systems in place to enable close and accurate monitoring of actual delivery against planned commitments, and unless an urgent/emergency need arises, the Provider shall not plan or deliver a level of Services greater than that which they are commissioned to provide.
- 14.13 The Council will pay the Provider on the basis of actual delivered care and support, rather than planned hours.

Refusals and terminations

- 14.14 Whilst it may not be possible to safely accept every referral, the Provider must use best endeavours to minimise refusals and to maintain sufficient resources to meet the full requirements of the Contract throughout.
- 14.15 Where a referral is declined, the Provider must provide a reason. When e-brokerage is introduced, this should be done through the electronic system.

- 14.16 Where referrals are frequently refused, the Council shall seek further explanation from the Provider.
- 14.17 The Council will work with the Provider to resolve any issues to avoid a package of care being handed back to the Council. Where any issues cannot be resolved, the Provider shall give a minimum of 10 working days' notice to terminate an Order for Services for an Individual. No Order shall be terminated without the prior authorisation of the Council. For the avoidance of doubt, if the 10 working days' notice elapses and the Council has not yet authorised the termination then the Provider must continue to deliver the Services to the Individual. In such case the Provider may escalate the request to terminate the Order to the Director of Adult Social Services at the Council.
- 14.18 All requests to terminate an Order must be made in writing to the Authorised Officer, to include a detailed account of the reasons for termination and any supporting documents.
- 14.19 The Provider shall also inform the Individual (and their Carer, family members or advocates if appropriate) of its intention to terminate an Order and act to minimise any distress to the Individual in the process of transfer to a new provider.
- 14.20 Where the Provider does not give at least 10 working days' notice to terminate an Order, 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.
- 14.21 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.
- 14.22 In exceptional circumstances, such as a significant health and safety risk, or risk of serious physical danger to any member of Staff, the Provider may immediately act to terminate an Order, but must ensure immediate notification to the Authorised Officer and must provide a detailed written report of the circumstances and actions taken within 24 hours of the incident leading to termination.
- 14.23 The Council may terminate an Order when in the opinion of the Council the needs of the Individual can best be serviced by transferring to another provider; the Council shall give a *minimum* of five working days' notice of such termination.
- 14.24 In exceptional circumstances, such as the Provider's breach of contract; unsafe Services delivery or a serious complaint against the Provider, the Council may terminate all Call-Off Contracts with immediate effect, which may be given initially by telephone and confirmed in writing by the Council thereafter.

15 SERVICES AND QUALITY STANDARDS

- 15.1 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.
- 15.2 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.
- 15.3 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.

- 15.4 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 a 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 Individuals.
- 15.5 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.
- 15.6 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.
- 15.7 The Provider must remain compliant with the Care Act 2014 and comply with all relevant legislation throughout the Contract Period.
- 15.8 The Provider must remain compliant with the outcomes described in the Essential / Fundamental Standards of Quality and Safety guidance¹² or any document that supersedes this.
- 15.9 The Provider must be fully conversant with the NICE guidance on Quality Standards for Social Care and able to demonstrate how the guidance is applied on a continuous basis to inform and reinforce best practice.¹³
- 15.10 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.
- 15.11 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.
- 15.12 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.

Continuous improvement

- 15.13 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 practice; this is also a requirement under the Care Act 2014.
- 15.14 The achievement of continuous improvement is about leadership, process and attitudes. The Provider must constantly challenge its perceptions around its delivery model, training, attitudes of Staff and quality standards.
- 15.15 The Provider must demonstrate its commitment to continuous improvement and evidence the plans it has in place to support this.

16 SERVICES DELIVERY

Promoting independence

- 16.1 Promoting the independence of Individuals is a key aim wherever possible and to maintain or enhance their skills and abilities, Individuals may participate or reablement in their home. The

¹² <http://www.cqc.org.uk/content/fundamental-standards>

¹³ <https://www.nice.org.uk/guidance/ng21>

Provider must ensure that Staff have an understanding of the importance of promoting independence and the value of reablement.

- 16.2 The Provider must also ensure that Staff have the skills to assist Individuals to remain as independent as possible and work with other professionals to ensure that any rehabilitation or re-enablement program is followed.
- 16.3 The Provider must acknowledge the major role played by informal Carers (family, friends and other informal Carers) and seek to support them by working in partnership to provide flexible services, responsive to the specific needs of the Individual; however the Provider must also recognise that the interests of the Individual are paramount and that on occasion informal Carers are not always driven by the Individual's best interests.
- 16.4 The Provider shall inform the Council of any changes to the Individual's circumstances that may affect delivery of the Support Plan, or any other condition of the Service, including if the Individual refuses any essential part of the Service, including without limitation personal care, meals or assistance with medication.
- 16.5 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.
- 16.6 The Provider must deliver the Services a way that is actively risk managed, not risk averse or paternal and should avoid creating dependencies wherever possible.

Rights and responsibilities

- 16.7 The Provider must have sufficient flexibility within their working practices and systems to allow the Care Worker to be changed if there is insufficient rapport between the Care Worker and the Individual.
- 16.8 The relationship between the Individual and Care Worker is key to the success of the Services. The Provider shall select a Care Worker they believe will work most effectively with the Individual, taking into account their skills and style of working. The Provider shall regularly test the satisfaction of the Individual with the chosen Care Worker, and make changes as needed.
- 16.9 Care Workers are visitors to the Individual's home and as such can be refused entry or asked to leave by the Individual at any time. Such requests shall be complied with and where an Individual refuses entry or rejects a Care Worker, the Provider is required to report this to the Council immediately and to investigate the reasons.
- 16.10 The Provider shall limit the number of Care Workers assigned to an Individual to a minimum and reasonable level for the duration of the Services, particularly where personal care is delivered, to ensure quality, continuity and consistency of care.
- 16.11 The Provider must ensure continuity of care so the Individual is familiar with the person/s delivering their Services and feels safe. Continuity will also ensure that the Provider knows how the Individual likes support to be given and can more effectively monitor the Service.
- 16.12 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 contact review.
- 16.13 Individuals should expect a regular Care Worker, but where there is sickness, annual leave or any other temporary absence requiring short term changes, the Provider shall have contingency arrangements in place to manage this and to maintain consistency and quality.

- 16.14 If a Care Worker has to be changed, or a new Care Worker introduced, the Provider must ensure that there is adequate handover; that the new Care Worker is fully conversant with the contents of the Support Plan and that the Individual is appropriately involved and informed of this handover.
- 16.15 The Provider must plan adequate and achievable travel time to ensure that Staff are not rushed and have enough time to deliver care without compromising the dignity or wellbeing of the Individual, or cutting planned visits short.

Medical care

- 16.16 The Provider shall ensure that Staff have access to the name of the General Practitioner (GP) with whom the Individual is registered and that whenever an Individual requests assistance to obtain medical attention, or appears unwell and unable to make such a request, the GP is contacted without delay.
- 16.17 Where the Individual does not give permission for the GP to be contacted, the Provider shall inform the Council immediately. The Council shall use reasonable endeavours to agree an appropriate course of action with the Provider.
- 16.18 The Provider shall ensure that whenever an Individual 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.
- 16.19 The Provider shall ensure that Staff, whether or not registered with the United Kingdom Central Council for Nurses, Midwives and Health Visitors to practice in Great Britain, shall not initiate or undertake tasks of a medical or nursing nature, which could not reasonably be expected to be performed by a relative or friend. This shall normally preclude such clinical nursing procedures as catheterisation, sterile dressings, the administration of injections or any invasive procedures.
- 16.20 The Provider shall ensure that Staff do not introduce to the Individual non-prescribed drugs or remedies.
- 16.21 As well as having their own medication policy, the Provider shall pay due regard to the Council's medication policy and protocols.

Failure to make planned contact

- 16.22 In the normal delivery of the Services, there are occasions when planned Visits do not take place. These will be for one of two reasons:
 - 16.22.1 something to do with the Individual (a "Failed Visit"), eg no answer is received from the Individual; the Individual is not at home; the Individual has been delayed by transport; the Individual or their representative refuses the care provision; or the Provider is informed at the point of entry of an unplanned absence (including unplanned/emergency hospital admission or the death of the Individual).
 - 16.22.2 something to do with the Care Worker or the Provider (a "Missed Visit"), eg the Care Worker is delayed by transport; the Provider has double booked the Care Worker; the Care Worker is delayed by a previous appointment.
- 16.23 No Visits shall be terminated without the authorisation of the Council when the Individual has not been located.
- 16.24 The Provider shall have a robust system in place whereby the following procedures can be undertaken in the event of a 'no reply' and every effort made to locate the Individual and ensure their wellbeing and safety:

- 16.24.1 Neighbours, next of kin, day centres and hospital accident & emergency admissions contacted
- 16.24.2 If the Individual contacts the Provider, they must immediately notify the Access Team
- 16.24.3 If the Individual is not located:
- (a) During Working Hours, the Provider must immediately contact the Access Team to notify them of the situation and agree a course of action to ensure that the Individual is found and receives support as required to ensure their Wellbeing, including returning to the Individual at a later time to provide a Wellbeing visit if necessary.
 - (b) If the incident occurs outside Working Hours, the Provider shall immediately contact the Wandsworth Borough Council Out of Hours Services¹⁴ to notify of the situation and agree a course of action to ensure that the Individual is found and receives support as required to ensure their wellbeing, including returning to the Individual at a later time to provide a wellbeing visit if necessary:
- 16.25 Where the Provider is unable to deliver the Services because the Individual is found to be absent without giving a minimum of 24 hours' prior notice for any reason, the Council shall pay for the first missed visit on the first day of absence only.
- 16.26 The exception to this will be if the Individual is not located and the course of action agreed with the Council is to undertake a follow up visit, which the Provider should seek email confirmation of and invoice for as normal.
- 16.27 The Provider must clearly record the reason for the Failed Visit when invoicing and attach any supporting evidence.
- 16.28 It is acknowledged that Individuals may at times request changes to scheduled Visits, and the Provider must accommodate the Individual's requests as far as possible. The Provider must report Failed Visits to the Council.
- 16.29 Where there are repeated refusals of care or absences by the Individual, the Provider must seek the input of the Council in resolving the issue. In this instance, and only by prior agreement with the Council (on a case by case basis), the Council may authorise the Provider to make continued attempts to attend in the interests of Wellbeing and safety.
- 16.30 Where the Individual or their representative gives at least 24 hours' notice of cancellation, the Council shall not be liable to pay for the cancelled Visit.
- 16.31 The Provider must have approved procedures in place for dealing with emergency situations, which must make reference to actions in the event of the discovery of the death of an Individual or the occurrence of death of an Individual during the delivery of the Services.

Missed Visits

- 16.32 The Provider must give at least 24 hours' notice to the Individual of any changes to agreed Visit times, except in an unforeseeable emergency. Providing less than such notice will qualify the Visit as a Missed Visit.

¹⁴ http://www.wandsworth.gov.uk/site/scripts/home_info.php?homepageID=149&recordID=39745

- 16.33 The Provider and its Care Workers shall use best endeavours to avoid the occurrence of Missed Visits.
- 16.34 Repeated Missed Visits or failure of the Provider to deliver Services as specified in the Support Plan shall be regarded as a material breach of Contract.

Flexibility

- 16.35 Should the Individual have a medical emergency the Provider must be flexible, for example by waiting for an ambulance. Irrespective of the outcome (e.g. whether or not the Individual is admitted to hospital), the Provider must immediately inform the next of kin and the Council of the Individual's condition and agree a course of action.

Out of hours arrangements

- 16.36 The Provider must have and operate efficient and effective out-of-hours telephone contact and reporting arrangements and systems, not only as an emergency contact for Individuals and their representatives, but to provide suitable management support to Staff delivering the Services and a means of contact for other involved professionals or emergency services personnel. The use of a message taking answer phone is not acceptable for this purpose.

Business Continuity and Disaster Recovery Plan

- 16.37 The Provider shall have a proportionate, realistic, readily available and carefully thought out Business Continuity and Disaster Recovery Plan for the Services referring specifically to contingency planning to ensure continuation of the Services in the event of a severe loss of Staff availability for any reason.
- 16.38 The Provider must evidence that its Business Continuity and Recovery Plan are reviewed, tested and amended as necessary, and as a minimum annually.

17 INDIVIDUAL RISK ASSESSMENT AND SUPPORT PLANNING

- 17.1 The Provider must undertake a full risk assessment of the Individual prior to the commencement of each Order, which shall be reviewed regularly thereafter; either in response to the changing needs of the Individual or at a minimum annually.
- 17.2 The Provider must ensure that risk assessment tools allow Individuals to make choices about their care and support and that Staff are suitably trained to manage risk.
- 17.3 Individual risk assessments should facilitate the seeking of Outcomes rather than the identification of challenges, and should be proportionate and reflective of the Individual's right to make choices, wherever practicable.
- 17.4 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 Individual and/or Carer (if appropriate) and kept in the Individual's home. If specialist equipment is required this must also be included and the Provider must liaise with all involved professionals to ensure appropriate use of the equipment.
- 17.5 In planning to mitigate risk, the Provider should explicitly recognise the Mental Capacity Act 2005 in relation to people'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.

- 17.6 The promotion of a reduction in an Individuals overall care or support, owing to increased ability or independence, should underpin all approaches. However, reductions should not be sought if they would place the Individual at risk or would undermine their health, independence, dignity, or choice; this should be carefully considered, but should not inadvertently promote risk aversion.
- 17.7 At the commencement of a Services (or at reassessment/review), the Individual and the Provider shall work from the most recent Support Plan, showing the indicative care and support package and the agreed high level aims and outcomes to formulate an individual Care Plan.
- 17.8 The Provider shall work closely with each Individual to develop their 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 Individual's likes, dislikes and wishes, as well as their perceived needs, and be presented in a suitable language/format for the Individual and their Carer (if appropriate).

Involvement of Individuals

- 17.9 The Provider must demonstrate a robust quality assurance system and regularly seek the views of each Individual in a manner suitable to the Individual.
- 17.10 The Provider must involve Individuals (including Carers, family members or advocates if appropriate) in the development, monitoring and review of the Services and actively seek their views on how they would like the Services to evolve; the Council shall ask the Provider to demonstrate the results of these consultations and the actions taken in response.
- 17.11 The Provider must actively seek to co-produce the Services with the Individual in line with the guidance of the Care Act 2014.
- 17.12 The Provider must ensure that Individuals are fully conversant with their Support Plan and Care Plan and their rights and responsibilities in respect of this Services.

18 CONTRACT PERFORMANCE MONITORING AND QUALITY ASSURANCE

- 18.1 Throughout the Contract Period the quality of the Services will be monitored by the Council through periodic reviews to ensure each Individual's needs are being met in line with their Support Plan and agreed Outcomes.
- 18.2 If, in the opinion of the Authorised Officer (acting reasonably), the Provider has not sufficiently delivered the Services in accordance with this Specification or the Call-Off Contract then this will be considered under performance management.
- 18.3 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 quality assurance and risk assessment tool. The Provider must adhere to the Council's quality assurance and risk assessment tool and the service quality concern process. The Provider must comply with all reasonable requests to submit timely performance monitoring and quality assurance information and assessments.
- 18.4 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 Individuals accessing the Services (including Carers, family members or advocates if appropriate), feedback from key stakeholders, and the nature and volume of Services delivered.
- 18.5 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, 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.

- 18.6 The Provider may be required to submit various statistical returns detailing the Services delivered during any requested period.
- 18.7 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.
- 18.8 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.

19 COLLABORATION WITH THE COMMISSIONING AUTHORITY

- 19.1 The Provider shall liaise with the Council to both prompt and take part in statutory reviews and reassessments as required.
- 19.2 The Provider shall send an authorised representative, with appropriate decision making authority, to meetings with the Council either about Individual cases, contract monitoring or more general meetings, to ensure effective joint working.
- 19.3 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.
- 19.4 The Provider must co-operate with the Authorised Officer when undertaking quality or safeguarding tasks.
- 19.5 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.

20 CO-OPERATION WITH OTHER PROFESSIONALS

- 20.1 The Provider must 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 Individuals.
- 20.2 Subject always to the provisions of paragraph 22, the Provider shall appropriately share information in a confidential manner with all relevant professionals to enable the identified care and support needs of Individuals to be met.

21 SAFEGUARDING ADULTS

- 21.1 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.
- 21.2 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.

- 21.3 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 Wandsworth Safeguarding Children and Young People policies, incorporating Wandsworth local arrangements; the latter because Staff may encounter children in an Individual's home during the delivery of care.
- 21.4 The Provider must demonstrate a commitment to transparency and encouraging whistle blowing within its organisation.
- 21.5 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.

22 CONFIDENTIALITY OF INFORMATION

- 22.1 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.
- 22.2 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 the Individual.
- 22.3 Information disclosed to the Provider's agents concerning an Individual remains confidential, to be used only for the purpose for which it is disclosed.
- 22.4 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 Individual or others.
- 22.5 Secure encrypted email must be used to send and receive messages where confidential attachments and/ or sensitive information is being shared regarding service users.

23 COMPLAINTS AND COMPLIMENTS

- 23.1 The Provider shall have a complaints and compliments policy and procedure which is clearly publicised and easily accessible to Individuals using the Services and their representatives.
- 23.2 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.
- 23.3 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.
- 23.4 The Provider shall ensure that the Council is notified immediately of any serious complaint, allegation or serious Services failures.
- 23.5 The Provider shall undertake regular collation, analysis and review of complaints to aid organisational learning and continuous Services improvement.
- 23.6 The Provider must develop its complaints and compliments policy and procedure in line with guidance from the Local Government Ombudsman (LGO) and ensure Individuals are aware of the pathway for contacting the LGO.
- 23.7 The Council shall regularly collate and review data on the volume and frequency of upheld complaints and safeguarding incidents received about the Services.

- 23.8 The Provider shall aim to sustain a minimal number of complaints regarding the Services and shall resolve any complaints received as swiftly as possible.
- 23.9 Where the Provider has sustained a volume of upheld formal Services complaints and/or substantiated safeguarding allegations exceeding 5% of the total Individual group (see paragraph 12.1) 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.

24 STAFFING

- 24.1 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.
- 24.2 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 the prevailing National Living Wage as a minimum.
- 24.3 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.
- 24.4 The Provider shall maintain full consideration of employment law in relation to its Staff including minimum wage rates.
- 24.5 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.
- 24.6 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 Individuals receiving the Services.
- 24.7 Furthermore, the Provider must only employ Care Workers that:
 - 24.7.1 Have undergone a mandatory induction period and have completed all relevant training within agreed timescales, including induction and refresher training, and Disclosure and Barring Service (DBS) checks undertaken every 3 years.
 - 24.7.2 Have undergone appropriate specialist training where required, for instance disability awareness, mental health and dementia awareness, equality and diversity or medication management
 - 24.7.3 Are qualified through an appropriate Qualifications and Credit Framework (QCF) in Adult Care (or any subsequent required qualification) to the appropriate level for their duties, or are actively working towards this
 - 24.7.4 Have adequate language and communication skills in order to support their work across all Services
 - 24.7.5 Have been trained in the provision of reabling, independence promoting approaches to the delivery of care and support

- 24.7.6 Have been fully trained in the implications and procedures under the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards
 - 24.7.7 Are kept abreast of developing assistive technology and telehealth
 - 24.7.8 Can detect/prevent crisis situations and can recognise the need for additional support
 - 24.7.9 Are familiar with this Specification and conditions of delivering the Services
 - 24.7.10 Can operate in an Outcome focused way that encourages clear boundaries and minimises the creation of dependency
 - 24.7.11 Can manage risk in a positive and enabling manner, recognising the rights of Individuals to make decisions and choices
 - 24.7.12 Will ensure that the Individuals care and support needs are actively reviewed, and care and support is amended to reflect changing needs
 - 24.7.13 Are kept up to date on relevant legislation, the latest approaches to care, and the policy drivers and
 - 24.7.14 Are suitably trained with regard to risk and Health and Safety.
- 24.8 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.
- 24.9 The Provider shall ensure that Staff carries clearly visible identification at all times whilst delivering the Services.
- 24.10 The Provider must support its Staff to perform their roles effectively. This must include the provision of regular supervision, annual appraisals, field support, mentoring, and training sessions, as well as facilitating access to education and training opportunities that improve their knowledge and skills as required.
- 24.11 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.
- 24.12 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

- 24.13 The Provider must issue a handbook dealing with conduct and professional boundaries to all Staff prior to commencing delivery of Services to any Individuals. 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 in any Individual's home.
- 24.14 The Provider shall make clear to their Staff in training and in the relevant policies and handbooks that Staff are not permitted to accept gifts or gratuities and must avoid, for their own protection as well as protection of the Individuals, becoming involved in financial transactions with the Individual.
- 24.15 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 Service.

25 ORGANISATIONAL MANAGEMENT

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

25.1.1 That managers and senior Staff have the necessary expertise, aptitude, experience and qualifications relevant to the Service.

25.1.2 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.

25.1.3 Staff are appropriately trained, organised, supervised and supported.

25.1.4 The recruitment, selection, vetting of Staff, and their terms of employment achieve appropriate competencies and balance in the Staff group.

Operational support

25.2 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.

25.3 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.

25.4 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.

25.5 The Provider 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

25.6 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 Individuals in receipt of the Services.

25.7 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 to endeavour to ensure a continued provision of the Services.

26 INFORMATION MANAGEMENT (RECORD KEEPING AND INFORMATION SHARING)

26.1 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:

26.1.1 Recording and reporting any refusal of care and support

26.1.2 Reporting any significant occurrence or changes in the circumstances of the Individual

- 26.1.3 Allowing the Council's Authorised Officer access to all records relating to the Service, including the necessary aspects of Staff records
 - 26.1.4 Accommodating visits by the Councils Staff, including unannounced visits
 - 26.1.5 Ensuring that written records are legible and demonstrate an acceptable standard of literacy in English
 - 26.1.6 Ensuring Individuals are aware of their right to access their records, and that the Individual's family, Carers and advocate (if appropriate) also have this right, with the consent of the Individual where required
- 26.2 The Provider must ensure a communications log book is situated in each Individual's home, using it to keep an on-going record of the Services provided, which is regularly reviewed as part of a quality assurance plan and available to other professionals as required.
- 26.3 Examples of official records shall include, but are not limited to: medication administration records; care and support provision (including refusals); financial transactions; changes to an Individual's circumstances; use of restraint; accidents; any other information that may assist Services delivery in the future.
- 26.4 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.
- 26.5 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.