



WANDSWORTH BOROUGH COUNCIL
Schedule 2

RESIDENTIAL PLACEMENTS
for people with learning disabilities

**SERVICE
SPECIFICATION**

1. INTRODUCTION

1.1 Background

- 1.1.1 This document sets out the Specification for the provision of residential care in registered care homes (the “Services”) for adults with a learning disability. This Specification describes the minimum requirements and standards for delivering any part of the Services.
- 1.1.2 The purpose of the Services is to provide suitable accommodation to eligible adults (“Residents”), within a safe environment; offering enabling, outcome focussed care and support, including support to maintain or to regain independent living skills and achieve outcomes that matter to them.
- 1.1.3 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.
- 1.1.4 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:
- 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 Resident.
- 1.1.5 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.

1.2 National context

- 1.2.1 The Provider is expected to be cognisant of national legislation and policy in operating their service. This includes, but is not limited to:

- Mental Capacity Act 2005 and any subsequent amendments
- Care Act 2014 – Personalisation and the Wellbeing Principle
- Health and Social Care Act 2008 (Regulated Activities) Regulations 2014: Regulation 10
- The 10 Dignity standards¹.

1.3 Service aims, principles and core values

1.3.1 In all contact with Residents, Carers, and the public at large the Provider shall comply with these following values:

- a) **Privacy:** the right of Residents 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. This means challenging the stereotypes built up around people who have a learning disability.
- c) **Independence:** opportunities have a maximum level of independence and to step down to a less supported environment if their need determines and they are assessed as ready and able to do so.
- d) **Strength-based:** the experience of using personal strengths, together with the strengths of support networks, the community and the Provider, to promote empowerment and embrace the positives in order to promote health and wellbeing.
- e) **Choice:** opportunities to select independently from a range of options.
- f) **Rights:** maintenance of all entitlements associated with citizenship.
- g) **Fulfilment:** realisation of personal aspirations and abilities in all aspects of daily life.
- h) **Personalisation:** being treated as an individual and fully involved in care-planning as an equal partner, not a passive recipient of care.

1.3.2 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) Residents and their Carers are fully involved in developing bespoke care plans that provide additional detail on top of the Support 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 Residents, 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.

¹ http://www.dignityincare.org.uk/About/The_10_Point_Dignity_Challenge/

2. STATEMENT OF REQUIREMENTS

2.1 Residents

- 2.1.1 The Resident 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 an adult with a learning disability.
- 2.2.1 The Services shall support maximum independence, quality of life and the promotion of meaningful life opportunities.

2.2 Approved Provider List

- 2.2.2 The Council is establishing an Approved Provider List for residential placements.
- 2.2.3 Any providers that wish to be considered to deliver residential and nursing care services with Wandsworth Council through this Approved Provider List must complete and submit an application form and undergo due diligence checks.
- 2.2.4 Providers must have a CQC Inspection rating of 'Good' or above to be on the Approved Provider List.
- 2.2.5 Where criteria from the application form is met, providers will be appointed to the approved provider list to deliver these services.
- 2.2.6 No volume of work is guaranteed.
- 2.2.7 There may be occasions where the Council needs to spot purchase outside of this Approved Provider List. Spot purchase providers must also operate under the requirements of this service specification.

2.3 Eligibility and service user groups

- 2.3.1 Residential and/or nursing care will be provided to those individuals that are assessed as eligible for needing 24-hour care.
- 2.3.2 Residential care homes offer a place to live and personal care and support services, including meals. Nursing care homes offer nursing care services as well as a place to live and personal care and support services, including meals. The Services can fall into the following categories (each a "Category"):
 - a) Residential care only for:
 - (1) adults with a learning disability
 - b) Care home with nursing care for:
 - (1) adults with a learning disability
- 2.3.3 The Provider shall update the Council as to its ability and capacity to deliver the Services on a regular basis and at a minimum weekly.

2.4 Accessible information standard

- 2.4.1 The Accessible Information Standard is a new mandatory standard that all NHS and publicly funded adult social care services must follow. It aims to ensure people have information they understand and the communication support they need. It is about improving the quality of care received and people's involvement in decision making.
- 2.4.2 The Provider shall ensure that positive and clear communication with Residents is maintained at all times with all Residents, including, in particular, with those whose first language is not English and those who may only be able to communicate through gestures or behaviours. The Provider shall ensure that support staff communicate with Residents in the method of their choice, for example: signs, symbols, pictures or objects.

2.5 Outcomes

- 2.5.1 The Services must enable Residents, 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 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.
- 2.5.2 To this end the Services shall be focused on specific targets of medium- and long term health, Wellbeing and social improvements for the Resident ("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 or illness.
- 2.5.3 Resident'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.
- 2.5.4 Where the placement in a Care Home is expected to be temporary, the Provider shall ensure that the Services are focussed on rehabilitation and recovery with a view to enabling the Resident to return to their home or supported accommodation within the community.
- 2.5.5 The Provider shall ensure that the Services deliver the full scope of the required care as defined in the Resident's Support Plan in accordance with the Contract.
- 2.5.6 The Provider shall work in a reabling manner, focussing on the requirements of the Resident rather than delivering a 'one size fits all' Service. The Provider is expected to meet the needs of Residents holistically, flexibly, and collaboratively and focus, as far as possible, on the promotion of health and wellbeing.
- 2.5.7 In meeting the Outcomes, the Provider shall work with and take full account of the wishes and aspirations of the Resident, their families or representatives, and of the Council.
- 2.5.8 The Outcomes in the context of this specification are concerned with quality of life and strengths-based opportunities to maximise independence, rather than limited to levels of ability, health, employment or housing. In residential care, this can be about people feeling safer, listened to and given the opportunity to develop skills to live more independently.

2.5.9 Further Outcomes for each Resident 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 Residents feel they are treated with respect, are listened to and are valued. Residents should expect personal dignity, privacy, and appropriate levels of confidentiality via the delivery of secure, stable, and good quality support. The Provider should engage in the Dignity in Care Champions process.

2.5.10 For example, a Resident 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.

2.5.11 The way in which the Services are provided should respect the equality and diversity of the Resident at all times. Furthermore, the provider should be supporting the service user to become more independent where this is appropriate.

2.5.12 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)², which focuses on:

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

² https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/375431/ASCOF_15-16.pdf

- 2.5.13 The Provider must consider all relevant aspects of the ASCOF in the development of its Services delivery.
- 2.5.14 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.

2.6 Regulatory and legal

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 If the Provider receives a CQC rating of 'Requires Improvement' at any time during the contract period, then a review may be conducted where the home is based in the borough of Wandsworth. Should the home be based in the borough of Wandsworth, the Provider shall develop an agreed action plan for immediate measurable improvement in the areas identified within timescales approved by the Council. Council Commissioners will write to the provider to notify that they will be removed from the Approved Provider List until such time that the CQC rating is 'Good' or 'Outstanding'.
- 2.6.4 If the Provider receives a CQC rating of 'Inadequate' at any time during the contract period, this will result in a cessation of new referrals to the Provider. Council Commissioners will write to the provider to notify that they will be removed from the Approved Provider List until such time that the CQC rating is 'Good' or 'Outstanding'. Where the home is within the borough of Wandsworth, there will be a contract review and agreed actions with regard to ensuring safe and effective Services for existing Residents.
- 2.6.5 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.
- 2.6.6 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.
- 2.6.7 The Provider must remain compliant with the Care Act 2014 and comply with all relevant legislation throughout the Contract Period.
- 2.6.8 The Provider must remain compliant with the outcomes described in the Essential / Fundamental Standards of Quality and Safety guidance,³ or any documents that supersedes this Contract, including but not limited to the Care Home Placement Agreement.

³ <http://www.cqc.org.uk/content/fundamental-standards>

- 2.6.9 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.⁴
- 2.6.10 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.
- 2.6.11 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.
- 2.6.12 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

⁴ <https://www.nice.org.uk/guidance/settings/care-homes>

3 COMMISSIONING

3.1 Hours of operation

- 3.1.1 The Service will be available 24 hours a day, 365 days of the year (366 days in the event of a leap year).
- 3.1.2 The Provider shall ensure that there are enough appropriately trained Staff (employees, volunteers and Agency workers) on duty at all times to ensure the safe and effective delivery of services to meet Residents assessed needs.
- 3.1.3 The Provider shall deliver flexible, personalised and integrated Services in accordance with an individual's Support Plan.

3.2 Referrals

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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 Resident. The results of this exercise will be included in the Support Plan, which will form part of the Care Home Placement Agreement.
- 3.2.6 The Provider must be fully conversant and compliant with the details, terms and conditions of the Care Home Placement Agreement.
- 3.2.7 The Provider shall have appropriate approved processes in place to ensure that Residents are protected at all times from the risks associated with any failure on their part to deliver care in line with the Support Plan.

3.3 Refusals and terminations

- 3.3.1 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.

- 3.3.2 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.
- 3.3.3 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").

3.4 Emergency placements

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

3.5 Pre-admission

- 3.5.1 For new placements, including when an individual is currently within a hospital setting, the Provider will conduct a pre-admission screening within 48 hours of the request being made, seven days a week, and satisfy themselves that they can meet the person's needs, either by visiting them or accepting the Council's Assessment and Care and Support Plan and accept/decline the placement. Notification of acceptance or decline will be communicated to the Council and the hospital ward within 24 hours. The Provider will be responsible for carrying out their own assessment of the service user's needs and a full person centred care and support plan will be drawn up by the Provider not more than 4 weeks after admission but will evolve and develop during the resident's stay.

3.6 Resident Risk Assessment And Support Planning

- 3.6.1 The Provider shall undertake a full risk assessment of the Resident prior to the commencement of the Placement Agreement, which shall be reviewed regularly thereafter either at a minimum annually or in response to the changing needs of the Resident.
- 3.6.2 The Provider shall ensure that when staff changes take place that new incoming direct keyworkers/support workers review the risk assessments and support plans of their cases and that any new registered manager reviews all residents' risk assessments and support plans as part of their induction.
- 3.6.3 The Provider shall ensure that risk assessment tools allow Residents to make choices about their care and support and that Staff are suitably trained to manage risk.
- 3.6.4 Resident risk assessments should facilitate the seeking of Outcomes rather than the identification of challenges, and should be proportionate and reflective of the resident's rights to make choices, wherever practicable.
- 3.6.5 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 Resident, 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.

- 3.6.6 In planning to mitigate risk, the Provider should explicitly recognise the Mental Capacity Act 2005 in relation to Resident's rights to make what others might deem to be 'unwise' decisions and risk assessment practices should avoid risk averse attitudes and concentrate on effective ways to appropriately manage the identified risks.
- 3.6.7 The promotion of a reduction in a Resident'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 Resident at risk or would undermine their health, independence, dignity, or choice.
- 3.6.8 At the commencement of the Care Home Placement Agreement (or at reassessment/review), the Resident and the Provider shall work from the most recent Support Plan, showing the agreed high level aims and Outcomes.
- 3.6.9 The Provider shall work closely with each Resident to develop their individual Support Plan, ensuring that the widest possible approach to the achievement of the agreed Outcomes is taken. The Support Plan should be developed with reference to the Resident's likes, dislikes and wishes, as well as their perceived needs, and be presented in a suitable language/format for the Resident and their family member and/or advocate (if appropriate).

3.7 Terminations

- 3.7.1 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 Resident, and the Provider may escalate the request to terminate the Care Home Placement Agreement to the Director of Adult Social Services at the Council.
- 3.7.2 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.
- 3.7.3 The Provider shall also inform the Resident (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 Resident in the process of transfer to a new provider.
- 3.7.4 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.
- 3.7.5 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.

- 3.7.6 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.
- 3.7.7 The Council may terminate a Care Home Placement Agreement when in the opinion of the Council the needs of the Resident can best be serviced by transferring to another provider; the Council shall give a *minimum* of one month's notice of such termination.
- 3.7.8 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 Resident, 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.

4. SERVICE DELIVERY

4.1 Personal Care

4.1.1 The Service Provider shall deliver personal care and support for Residents, providing physical assistance and/or encouragement and/or training and/or advice to perform the following, in accordance with the individual care needs of Residents, helping Residents to be as independent as possible:

- getting up or going to bed
- transferring from or to bed/chair/toilet
- washing and bathing using equipment if necessary, shaving and hair care, denture and mouth care, hand and fingernail care, foot care (excluding any aspect of nail care which requires a state registered chiropodist or podiatrist, surgical or cosmetic procedures)
- accessing toilet facilities, including necessary cleaning and safe disposal of waste/continence pads
- emptying or changing catheter or stoma bags where this is an existing care requirement and associated monitoring
- skin care such as moisturising very dry skin
- skin inspection to identify any pressure or moisture damage
- deciding what to wear for the day
- dressing and undressing
- putting on appliances with appropriate training for example leg calliper, artificial limbs and surgical stockings and assistance with visual and hearing aids e.g. glasses care, hearing aid battery checks
- dealing with correspondence
- accessing social activities, both in-house and externally
- settling for the night when Residents need and/or want
- managing medication
- accessing timely health appointments as required
- managing health
- eating and drinking and monitoring and recording weight; and
- monitoring food and fluid balance if there is an assessed need

4.1.2 Where a resident requires assistance through pressing a call alarm, the Service Provider shall respond as soon as possible with immediate response to emergency alarms.

4.2 Daily life

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

4.2.2 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.

4.3 Social Inclusion and activities

- 4.3.1 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.
- 4.3.2 The Provider must ensure that the visits of Staff to perform allocated tasks is not the sole alleviation from social isolation and shall actively offer support to Residents in keeping in contact with family and friends, and participating in social activities in line with their wishes.
- 4.3.3 The Provider shall, with the Resident'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 Resident in achieving their preferred lifestyle and shall regularly review with the Resident whether their preferences are being met satisfactorily.
- 4.3.4 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.
- 4.3.5 The Provider shall adopt an effective and creative approach to promoting participation, involvement and mutual support.
- 4.3.6 The Provider shall ensure that its activities' programme creates opportunities for Residents to meet with others by bringing in activities which may include those from outside their Care Home.
- 4.3.7 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 Residents 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.

4.4 Promoting independence

- 4.4.1 Promoting the independence of Residents must remain a key aim wherever possible and in order to maintain and enhance their skills and abilities, Residents 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.
- 4.4.2 The Provider must also ensure that Staff have the skills to assist Residents to remain as independent as possible and work with other professionals to ensure that any rehabilitation or re-enablement program is followed.
- 4.4.3 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 Resident's life where this enhances wellbeing; however the Provider must also recognise that the interests of the Resident are paramount and that on occasion informal Carers are not always driven by the Resident's best interests.

- 4.4.4 The Provider shall immediately inform the Council of any changes to the Resident's circumstances that may affect delivery of any part of the Services, including if the Resident refuses any essential part of the Services, including without limitation personal care, meals or assistance with medication.
- 4.4.5 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.
- 4.4.6 The Provider must deliver the Services in a way that is actively risk managed, not risk averse and should avoid creating dependencies wherever possible. The Provider shall ensure that, where appropriate, support staff carry out tasks with the Residents, not for them, minimising intervention without endangering health and safety.

4.5 Managing behaviour and identifying appropriate interventions

- 4.5.1 The Provider shall ensure there is guidance in place for the Support Staff on positive interventions relating to behaviour that challenges. Provider guidance must include but not be limited to:
- Behaviour that challenges shall be considered and analysed in the context of the environment in which it occurs, the way in which the service is organised, staffed and managed and the needs of the Resident;
 - There shall be a policy to positively engage and support Residents who display challenging needs, this policy will take account of all relevant legislation and guidance and good practice for the life of the contract;
 - For Residents with autism the environment shall be considered and adapted where required;
 - There shall be a consistent approach to behaviour that challenges by staff, who should receive regular updated specialist training throughout the life of the contract;
 - Staff shall be aware of and record known triggers that impact on the Residents' behaviour;
 - The Resident shall be made aware if, and why, their behaviour is unacceptable and any explanation given shall be recorded;
 - It is not acceptable to use any form of restraint, verbal abuse or isolation as punishment for behaviour that challenges;
 - Persistent challenge needs to be interpreted as a statement about the support being provided, living arrangements, environmental conditions or physical wellbeing. Residents shall not be labelled as "behaviourally difficult" simply because the reason for the challenge is not understood;
 - The Provider shall ensure that there is a policy on Physical Intervention. The Provider shall ensure that the policies and procedures are compliant with the Council's and Pan London safeguarding, Deprivation of Liberty Safeguards (DOLS), and any subsequent update, and staff are fully trained on positive behaviour management; and

- The Provider will support Residents to access appropriate primary and secondary health care services and will maintain regular contact with the lead clinician, who may be the GP. The Provider shall follow any behavioural support plans and risk assessments agreed with the appropriate lead clinician.

4.6 Involvement of Residents

- 4.6.1 The Provider shall demonstrate a robust quality assurance system and regularly seek the views of Residents in a manner suitable to them.
- 4.6.2 The Provider must involve Residents (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.
- 4.6.3 The Provider shall share with the Council the results of these consultations and the actions taken in response.
- 4.6.4 The Provider shall actively seek to co-produce the Services with the Resident in line with the guidance of the Care Act 2014.
- 4.6.5 The Provider shall ensure that Residents are fully conversant with their individual Support Plan and their rights and responsibilities in respect of the Services.
- 4.6.6 The Provider shall publish an introductory brochure setting out the Statement of Purpose of each Care Home, what Residents 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 Resident, or their representative, at the commencement of the Services and thereafter on request.
- 4.6.7 The Provider shall publicise in a clear and accessible format information relating to daily events, such as activities, and menu choices.

4.7 Money matters

- 4.7.1 Where a Resident 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 Resident, 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 Resident 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 Resident, 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.

- d) Where the Council holds appointeeship or Power of Attorney for a Resident, they may issue a pre-paid card to the Provider for the purchase of personal items. In such circumstances the Provider must ensure that any pre-paid cards are safely held, and monitor which Staff has access to them at any point as in this instance the home may have knowledge of the PIN for the pre-paid card. The Council shall examine any transactions on the card to ensure they relate only to the Resident's requirements. If cash is withdrawn using the pre-paid card the relevant receipts must be kept for inspection/ return to the CAT (paragraph 4.6.1b applies here).
- 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 Residents, 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.
- f) Whilst/ if the Council is waiting for approval to manage a residents finances (from the Department for Work and Pensions) the Care Home will incur expenses relating to the wellbeing of the service user. The Care Home should invoice the council for re-imbusement.

4.8 Transport

- 4.8.1 The Provider shall ensure that when a Resident is being transported, this is done so safely and appropriately and in accordance with the legal requirements. The Provider shall ensure that if the Resident is transported by a vehicle owned by the Provider or by an employee of the Provider there is appropriate insurance. The driver and any escort shall be DBS and reference checked and shall have received the appropriate mandatory training.
- 4.8.2 The Provider shall have a responsibility to arrange appropriate transport for hospital appointments and elective admissions to hospital, in accordance with the individual needs of the Resident.

4.9 Discharge from hospital

- 4.9.1 The Provider shall support discharge from hospital for known residents clinically assessed as ready to leave hospital (who are already placed with the provider and are funded by the Council) 7 days a week, where there is no change in need and the Council does not need to reassess the needs of the individual. This will be on the same day unless agreed otherwise with the discharge team in consultation with the Care Home and hospital ward manager. The resident shall return to the home unless it has been agreed otherwise by the clinical lead. In these circumstances the resident and the provider shall still be able to access the same support from the Council via current channels. While the resident is an inpatient, the provider will:
 - Inform the council
 - Follow the residents progress through the acute pathway by communicating with the hospital ward and resident
 - Have guidance in place and work with hospital staff to determine when the resident is safe for discharge

- Ensure they are aware of all that has happened which shall be relevant to the residents continued care and shall either visit the resident in the hospital setting or speak to them via telephone to ensure they keep in contact
- Be proactive in making formal requests for multi-disciplinary case discussions where there are concerns or issues developing

4.9.2 The provider shall keep the Council informed whilst a resident is in hospital and upon their discharge, as the Support Plan may need to be altered to reflect any changes in need.

4.10 Dementia care

4.10.1 When meeting the needs of Residents in a residential setting who have Dementia needs, in accordance with the individual needs of Residents, the Provider shall:

- follow dementia friendly design principles in the layout of the home
- ensure all Staff are trained in a level of dementia awareness appropriate to their role, including cleaning, catering and other domestic staff consistent with their roles and responsibilities and be able to evidence this training throughout the work that they do
- promote understanding of dementia amongst families/carers/other visitors to the home
- ensure dementia-related medication reviews are timely and use of drugs closely monitored
- comply with the National Institute for Health and Care Excellence (NICE) quality standard guidance for the care of those with mental health needs in residential care settings
- ensure that dementia is considered as part of Support Planning,
- consider wider community involvement within their care setting in order to improve awareness of dementia and that the setting becomes part of the dementia community
- ensure that the Resident with dementia is afforded the same opportunities that Residents without a diagnosis of dementia are offered within the care setting
- be aware and be vigilant for signs of cognitive impairment with those without a formal diagnosis and ensure that the appropriate referral is made to promote early diagnosis and best outcome for the resident, and
- comply with the NICE guidelines on supporting people with dementia and their carers in Health and Social Care

4.11 Medical Care

4.11.1 The Provider shall ensure that Residents 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 Resident's individual requirements.

4.11.2 The Provider must ensure that Staff have access to the contact details of each Resident's GP and that whenever a Resident requests assistance to obtain medical attention, or appears unwell and unable to make such a request, the GP is contacted without delay.

4.11.3 Where the Resident refuses to be seen by a GP or does not give permission for the GP to be contacted, the Provider shall inform the Council immediately stating what the

health issue is and any action taken. The Council shall agree an appropriate course of action with the Provider.

- 4.11.4 The Provider shall ensure that whenever a Resident 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.

4.12 Medication management

- 4.12.1 The Provider must promote the safe and effective use of medicines in care homes. This includes prescribing, handling and administering medicines.
- 4.12.2 The Provider shall support Residents 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 Residents against the risks associated with unsafe use and management of medication.
- 4.12.3 Medication management will usually involve the prompting and/or assisting of Residents in the taking of prescribed medication, but where a Resident 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.
- 4.12.4 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.
- 4.12.5 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.
- 4.12.6 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).
- 4.12.7 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.
- 4.12.8 The Provider shall understand medication standards and guidance and operate the service in line with evidence and recommendations within them⁵:
- [Nursing and Midwifery Council standards for medication](#)
 - [NICE Managing medicines in care homes](#)
 - [NICE Managing medicines in community settings](#)
 - [NICE medicines management in care homes quality standard](#)
 - [CQC adult social care medicines FAQs](#)

⁵ Care Quality Commission, Issue 5: safe management of medicines <https://www.cqc.org.uk/guidance-providers/learning-safety-incidents/issue-5-safe-management-medicines>

- 4.12.9 The Provider shall also understand and make use of professional advice documents produced by the Care Quality Commission, (or its predecessor, the Commission for Social Care Inspection and any successor regulatory body), including
- The Administration of Medicines in Care Homes, Medicine Administration Records (MAR) In Care Homes and Domiciliary Care, and the Safe Management of Controlled Drugs in Care Homes or subsequent revisions, and
 - The Misuse of Drugs Act 2001 (amended).

4.13 End of life care

- 4.13.1 The Provider must be fully aware of the National End of Life Care Strategy (2008)⁶ and ensure that the Services remain of the highest quality and reflect these recommendations at all times.
- 4.13.2 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'⁷ 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.
- 4.13.3 The Provider shall actively encourage Residents and their representatives, if appropriate, to discuss end of life wishes and ensure that Residents 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.
- 4.13.4 The Provider shall refer to the local Clinical Commissioning Group if the Resident is eligible for Continuing Healthcare fast track funding.

4.14 Dying and death

- 4.14.1 The Provider must have a policy and procedure relating to the care of people who are dying and the tasks to do in the event of a death.
- 4.14.2 There must be a record of the Resident's wishes regarding his/her funeral.
- 4.14.3 When a Resident dies the provider must sensitively tell the next of kin and the allocated social worker. If there are no relatives the relevant Council must be told as they may be responsible for arranging the funeral.
- 4.14.4 When a Resident who is subject to a Deprivation of Liberty dies whilst in the home the death must be reported to the Coroner or the Police.
- 4.14.5 The Individual Placement Agreement will terminate with immediate effect upon the Resident's death or permanent departure without notice from the Care Home. The Provider shall notify the Council in writing of the Resident's death within 24 hours.
- 4.14.6 In the event of the Individual Placement Agreement terminating as a result of the service user's death, the Council's sole liability to the Care Home shall be a one-off payment not exceeding the net weekly amount the Council usually pays the Care Home, representative of up to three days notice payment, provided that the Care Home ensures that the Resident's accommodation is left vacant for up to three days following the Resident's death or permanent departure in order that the Resident's

⁶ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/136431/End_of_life_strategy.pdf

⁷ http://www.ncpc.org.uk/sites/default/files/Dying_Well_Community_Charter.pdf

relatives or the Council can deal with the Resident's personal items and possessions. Where any relatives of the Resident wish to deal with such personal items or possessions and do not remove them from the Care Home within three days following the Resident's death or permanent departure, the Care Home shall deal directly with those relatives and the Council shall have no further liability for the cost of the Services.

- 4.14.7 Any funds charged after a resident has passed away should be refunded if the room is then occupied by a new placement during this 3 day period, as it is no longer void.
- 4.14.8 The provider shall not charge top-up fees for any period that is longer than the Local Authority would have paid following a resident's death.
- 4.14.9 If the Service consists of Community Opportunities, the Council shall pay the Fee for the next session if that session is scheduled to take place within 48 hours after the Individual's death. Where a session is not scheduled to take place within 48 hours of the Individual's death, the Council shall incur no liability to pay the Fee.

4.15 Provider reviews

- 4.15.1 The Provider shall highlight the need for review whether needs have increased or decreased. Where there are significant changes to an individual's condition or the way in which they wish for their care to be provided, the provider shall liaise with the allocated social worker to re-assess the needs of the resident or if required, request an assessment for Continuing Health Care.

4.16 Temporary absence from the Home due to hospitalisation or holidays

- 4.16.1 The individual placement agreement may be reviewed where a Service User becomes absent from the Home for a continuous period of more than forty two (42) days in the case of hospitalisation or in the case of any such other period as agreed between the Provider and the Care Manager.
- 4.16.2 The Care Home shall immediately notify the Council on each occasion that the Resident is admitted to hospital. The Provider will hold a Resident's room when he/she is admitted to hospital. The Resident's room should be kept vacant with their possessions and should not be used.
- 4.16.3 During the time of hospital stay, the element of the weekly fee which relates to one to one support and individual specific costs shall cease immediately and for the first four weeks of absence the Council shall pay the core fee. If the service user remains in hospital beyond four weeks, the Council will pay 80% of the core weekly charge. This shall remain until the service user returns to the Home or the placement is terminated.
- 4.16.4 For Service User's that have been hospitalised, should there be no change in need the home needs to make arrangements to accept that Service User the same day they are assessed for discharge.
- 4.16.5 Where the Resident takes a holiday and is consequently absent from the Care Home for a period of up to three (3) weeks, the Care Home shall notify the Council and the Council's Contribution shall be reduced by twenty per cent (20%).

4.16.6 Where the Care Home has not notified the Council of the Resident's hospitalisation or holiday in accordance with clauses above, the Care Home shall use its best endeavours to inform the Council of this error, shall respond promptly to any enquiries by the Council and shall adjust its Invoices accordingly.

4.17 Digital Technology

4.17.1 The Council encourages the creative and appropriate use of digital technology which supports strengths based practices, addresses social exclusion and optimizes choice. There are a range of challenges that the service must address; including but not limited to those around safeguarding and ensuring Residents access accurate and appropriate information.

4.17.2 The Provider must have a digital technology policy setting out the ways in which it will use technology to enhance support offered, the living environment for Residents (including information regarding Wifi access) and the appropriate safeguards it will put in place to mitigate against risks to Residents, the organisation, the Authority, and others

5. WORKFORCE

5.1 Data and intelligence

- 5.1.1 The Provider shall register with the Skills for Care National Minimum Data Set for Social Care (NMDS-SC) and complete the following:
- 5.1.2 The Provider shall retain records that ensure they can demonstrate their performance under this Service Contract. Records will show resource inputs, organisational processes and outcomes relating to the Service and Service Users.
- 5.1.3 The Provider must participate in any survey of Adult Social Care employees organised by the Council or Skills for Care and actively encourage its staff based in Wandsworth to respond.
- 5.1.4 The Provider will be required to provide to the Council, as required and within reason, additional workforce related data not covered by the NMDS-SC and other established methods of data collection.
- 5.1.5 The NMDS-SC organisational record and update this data at least once per financial year
- 5.1.6 Fully complete the NMDS-SC Service User and their family / carer or advocate staff records for a minimum of 90% of the staff, including updating these records at least once per financial year
- 5.1.7 Apply for funds to support workforce development from Skills for Care.

5.2 Recruitment and retention

- 5.2.1 The Provider must ensure that they engage, retain and maintain sufficiently skilled numbers of staff to effectively discharge all the requirements of the contract and this specification for services. This will include recruitment and selection, retention and development policies and procedures that fully comply with all relevant legislation, that are evidenced in practice and enable a competent, skilled, available and culturally diverse staff group able to engage with all people for who they are contracted to support.
- 5.2.2 The Provider shall have a written recruitment and selection procedure, which reflects equality and diversity policies. The Provider shall have recruitment strategies that attract candidates that exhibit empathy, and possess awareness of the importance of their personal attitude towards Residents and the impact that has on the quality of the Service. The recruitment and selection procedures shall meet regulatory minimum standards; ensuring records are maintained to demonstrate best practice in this area. The Provider shall comply with Disclosure and Barring Service (DBS) requirements for Staff.
- 5.2.3 The Provider will ensure that they employ Staff (employees, volunteers and Agency workers) who respect the Resident and their property, and who keep information about them confidential. The Provider will only recruit Staff who have satisfied all necessary recruitment checks. All Staff will be trained in Safeguarding of Vulnerable Adults and adhere to local safeguarding policies and procedures.

- 5.2.4 Nursing homes will ensure that the recruitment of nursing staff will follow the guidance published by the Nursing and Midwifery Council and that all nurses working within the home will maintain their registration according to the legislation as set out in the Nursing and Midwifery Order 2001 (or any successor legislation).

5.3 Staffing

- 5.3.1 The Provider shall ensure that the Services are delivered at all times by suitably qualified and experienced Staff.
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 The Provider shall maintain full consideration of employment law in relation to its Staff including minimum wage rates.
- 5.3.6 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.
- 5.3.7 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 Residents receiving the Services. In accordance with nursing home registration requirements, nursing homes must have suitably qualified nursing Staff on site 24 hours a day.
- 5.3.8 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 (undertaken every 3 years);
 - b) Have undergone appropriate specialist training where required, for instance medication management; autism, communication needs, managing and reducing behaviour that challenges, sensory loss, sensory stimulation, epilepsy and other specific health needs and long-term conditions.
 - 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 Residents to make decisions and choices
 - m) Will ensure that the Resident is fully conversant with their Support Plan
 - n) Will ensure that the Residents 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.

5.3.9 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.

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

5.3.11 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.

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

5.3.13 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.

5.4 Quality and skills

5.4.1 The Provider shall ensure that staffing levels and skills mix are sufficient at all times to deliver the service and meet the assessed needs of the service users (as specified in their Support Plan) as well as the size, layout and purpose of the care home. The Provider should have in place a planning mechanism to ensure appropriate levels and continuity of support workers where there are absences due to sickness, holiday or any other reason.

5.4.2 The Provider will ensure that the service is headed by a strong, effective leader who provides a role model of best practice to ensure the staff know what is expected of them and motivates them.

5.4.3 The Provider must ensure that all staff have access to learning and development opportunities which will enable them to meet the needs of all those using the service.

- 5.4.4 The Provider should ensure staff have the appropriate skills to ensure the service user is supported to communicate their wishes in a range of ways both verbal and non-verbal. Staff should aim to promote choice, control and opportunity to encourage service users to enhance their own skills in this area.

5.5 Supervision and annual appraisals

- 5.5.1 The Provider shall ensure that staff have access to adequate supervision which is timetabled in advance with the agreement of the manager and staff member.
- 5.5.2 The Provider must have a clear policy on the supervision of all staff and be able to provide evidence that effective supervision takes place with actions brought forward to the next supervision where applicable. The Provider's supervisory arrangements and ratio of supervisory staff to support workers must be fully effective and operational at all times.

5.6 Organisational management

- 5.6.1 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.
- 5.6.2 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.

5.7 Operational support

- 5.7.1 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.
- 5.7.2 Information about these functions, and how to access them, must be available to all staff and demonstrated to the Council's Authorised Officer during contract monitoring.
- 5.7.3 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.

6. WAYS OF WORKING

6.1 Working with commissioning authority

- 6.1.1 The Provider shall liaise with the Council to both prompt and take part in statutory reviews and reassessments as required.
- 6.1.2 The Provider shall notify the Council immediately regards any changes to the delivery of the service across the organisation or pertaining to an individual and seek approval from the allocated team or social worker.
- 6.1.3 The Provider shall inform the Council immediately upon any significant change to the management of the service i.e. staffing changes including change of registered manager which may impact on the delivery of the care and support to service users.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 The Provider shall co-operate with the Authorised Officer when undertaking quality or safeguarding tasks.
- 6.1.7 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.

6.2 Partnership working

- 6.2.1 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 Residents.
- 6.2.2 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 Residents to be met.
- 6.2.3 Effective multi-agency working with all stakeholders including Healthcare Professionals and Clinical Commissioning Groups (CCGs) will be undertaken to ensure Residents receive a coordinated approach to support. A positive relationship and open communication with NHS services will be maintained to prevent unnecessary attendances at A&E Departments and crisis admissions to acute or community hospitals. The Provider will work closely with Healthcare Professionals where they have been aligned to support the Home to ensure optimum healthcare is provided to Residents.
- 6.2.4 The Provider will actively engage with the Clinical Commissioning Group and Wandsworth Council to ensure an understanding of developments in the commissioning agenda for older people.

6.3 Business continuity and disaster recovery

- 6.3.1 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.
- 6.3.2 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.

6.4 Financial Sustainability

- 6.4.1 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 Residents in receipt of the Services.
- 6.4.2 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.

6.5 Information management

- 6.5.1 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 Resident; 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 Residents are aware of their right to access their records, and that the Resident's family and/or advocate (if appropriate) also have this right, with the consent of the Resident where required.
- 6.5.2 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 Resident's circumstances; use of restraint; accidents; any other information that may assist service delivery in the future.
- 6.5.3 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 Clinical Commissioning Groups, the CQC, and the police.
- 6.5.4 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.

6.5.5 The Provider shall adhere to Data Protection Act 2018 and GDPR requirements.

6.6 Confidentiality of information

6.6.1 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.

6.6.2 Information must be handled in accordance with the Data Protection Act 1998/2018 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 Resident.

6.6.3 Information disclosed to the Provider's agents concerning a Resident remains confidential, to be used only for the purpose for which it is disclosed.

6.6.4 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 Resident or others.

6.7 Premises and Equipment

6.7.1 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 Resident, Staff, and any visitors at all times and must demonstrate a homely, comfortable environment that is suitable for the needs of Residents as set out in their Support Plan.

6.7.2 The Provider shall keep all premises in good and serviceable repair and in such condition as to enable successful performance of the Services.

6.7.3 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.

6.7.4 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.

6.7.5 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.

6.7.6 The Provider shall maintain the premises in a safe, serviceable and clean condition and, replace is necessary, all equipment used in the provision of the Services.

6.7.7 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.

6.8 Rights and responsibilities

- 6.8.1 The Provider shall aim to limit the number of Staff assigned to a Resident to a minimum and reasonable level, particularly when delivering personal care, with a view to ensuring continuity and consistency of care.
- 6.8.2 The Provider shall ensure continuity of care so the Resident is familiar with the person/s delivering the Services and feels safe. Continuity will also ensure that the Provider knows how the Resident likes support to be given and can more effectively monitor the Service outcomes.
- 6.8.3 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.
- 6.8.4 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.
- 6.8.5 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 Resident.
- 6.8.6 The Provider shall accommodate Residents in single rooms, unless their preference or individual choice is otherwise expressed, or if the best interests of the Resident are met by shared accommodation.

6.9 Accidents and injuries

- 6.9.1 The Provider shall ensure that Staff are informed and deal confidently with accidents, injuries and emergencies by:
 - a) all Staff being aware of and following all of the Provider's policies and procedures for dealing with medical emergencies;
 - b) reporting to Case Management and noting in the Resident's records any accidents or injuries to the Resident that require hospital or GP attendance that the care worker has knowledge of;
 - c) reporting all incidents subject to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) to the Regulator and where applicable the Health and Safety Executive (HSE); and
 - d) having a falls policy in place that includes specific information on dealing with falling from a chair or bed and suggests safety measures to prevent such falls. Information and training on this can usually be found from the local falls prevention service, which is usually the local Community Health Trust.

6.10 Security

- 6.10.1 The Provider shall ensure the resident's possessions are secure, by:
 - a) making Staff aware of the risk of unintended breaches of confidentiality and making sure Staff are able to identify situations in which it may occur through the provision of appropriate training;
 - b) ensuring that Staff do not carry with them more confidential information than they need to;

- c) ensuring, when it is necessary for Staff to keep written information detailing passwords or keypad numbers with them, that they understand the need to preserve security;
- d) where appropriate, considering whether a change of access code number is required if a change of Staff or a suspected breach of security occurs; and
- e) having policies and procedures in place to ensure that Staff who leave or change duties do not retain any written information about the resident

6.11 Communicable diseases

- 6.11.1 The Provider shall ensure that the Resident, his/her family, staff and visitors are protected from transmittable diseases, by:
- a) having a policy in relation to transmittable diseases (e.g. MRSA and Hepatitis A, B and C) that is available and followed by all Staff;
 - b) all Staff being trained to work safely with Residents at all times; and
 - c) ensuring that Staff and Residents are vaccinated against influenza in line with NHS guidelines

6.12 Hygiene and infection control

- 6.12.1 The Provider shall maintain good hygiene and infection control by:
- a) complying with the requirements detailed in the Department of Health Infection Control Guidance for Care Homes 2006, the Health and Social Care Act 2008 Code of Practice on the prevention and control of infections and related guidance, and any other relevant national or local policies and guidance as they arise;
 - b) ensuring all catering facilities are kept clean and meet the requirements of the local Environmental Health Officers;
 - c) ensuring that all Staff complete adequate training on health and hygiene and food handling and preparation;
 - d) ensuring that all those entering and leaving the care home are aware of the need for high standards of hygiene to be maintained at all times, by making sure the provision of hand gel or an equivalent hand hygiene measure is available and used; and
 - e) putting in place the necessary emergency plan to respond to any disease outbreaks e.g. norovirus and reporting any incidents

6.13 Fire safety

- 6.13.1 The Provider shall:
- a) comply with all Fire Safety requirements as advised by their local fire and rescue service
 - b) comply with the Regulatory Reform (Fire Safety) Order 2005 or any replacement provisions;
 - c) comply with the HM Government Guide – Fire Safety Risk Assessment – Service User Care Premises to provide the appropriate fire-fighting equipment, fire detection and warning system for the care home and will also ensure the maintenance of the equipment provided. The Provider shall also carry out and record periodic checks of the equipment as advised to ensure that it is working properly;
 - d) ensure that the care home has a fire risk assessment which has been carried out by a competent person and is updated annually or when there is any significant change in risk;

- e) ensure that the 'responsible person' (as defined in the Regulatory Reform (Fire Safety Order 2005)) undertakes a fire risk assessment which focuses on the safety in case of fire of all "relevant persons" (as defined in the Regulatory Reform (Fire Safety) Order 2005);
- f) where relevant a personal emergency evacuation plan (PEEP) shall be developed and incorporated into each Resident's Care and Support Plan. The Provider shall ensure adequate staffing levels during day and night which take into account all persons on the premises including those who may need assistance to escape; and
- g) have written fire safety/prevention and staff evacuation procedures which shall ensure that all members of Staff are trained (including refresher training) in the use of the care homes fire detection and fire-fighting equipment. The Provider shall ensure that this training includes action to be taken on discovering a fire/hearing the fire alarm (respond in an emergency); raising the alarm; the location/use of equipment; calling the fire and rescue service and the method of evacuation/escape routes

6.14 Fair access, equality and diversity

- 6.14.1 The Council is committed to ensuring that equality and fairness are embedded in everything it does as an employer, provider and procurer or commissioner of services.
- 6.14.2 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.
- 6.14.3 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.
- 6.14.4 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 Residents 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 Residents unfavourably on the grounds of one or more protected characteristics
 - e) Staff are sensitive to the particular needs of Residents from minority groups and will undertake appropriate training to ensure this;
 - f) Where appropriate, Residents are provided with information on culturally appropriate organisations and centres;
 - g) The communication needs of Residents are catered for in terms of information in other languages or other suitable formats in all communications with Residents. This may include signs, symbols, pictures, objects and different languages, including Makaton. 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)⁸ and must be able to evidence this compliance throughout the Contract Period;
- i) Residents have access to independent advocacy services and/or translation services where required
- j) Residents 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 Resident may deliver their personal care, unless an alternative arrangement is explicitly requested by the Resident or their representative, in which case the Provider shall ensure sufficient resources to meet the request at all times.

6.14.5 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. This should be kept under review should legislation change.

⁸ <https://www.england.nhs.uk/ourwork/patients/accessibleinfo/>

7. SAFEGUARDING

7.1 Safeguarding requirements

- 7.1.1 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.⁹
- 7.1.2 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.
- 7.1.3 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 the course of their work. Where a provider is located outside of London, they should follow their local authority's safeguarding policies and procedures.
- 7.1.4 The Provider must demonstrate a commitment to transparency and encouraging whistle blowing within its organisation.
- 7.1.5 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.

⁹ http://www.wandsworth.gov.uk/info/200385/safeguarding_adults

8 QUALITY ASSURANCE

8.1 Compliments and complaints

- 8.1.1 The Provider shall have a complaints and compliments policy and procedure which is clearly publicised and easily accessible to Residents and their representatives.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 The Provider shall ensure that the Council is notified immediately of any serious complaint, allegation or serious Services failures.
- 8.1.5 The Provider shall undertake regular collation, analysis and review of complaints to aid organisational learning and continuous Services improvement.
- 8.1.6 The Provider must develop its complaints and compliments policy and procedure in line with guidance from the Local Government Ombudsman (LGO) and ensure Residents are aware of the pathway for contacting the LGO.
- 8.1.7 The Council shall regularly collate and review data on the volume and frequency of upheld complaints and safeguarding incidents received about the Services.
- 8.1.8 The Provider shall aim to sustain a minimal number of complaints regarding the Services and shall resolve any complaints received as swiftly as possible.
- 8.1.9 Where the Provider has sustained a volume of upheld formal Services complaints the Council will have the right to conduct a contract review at any time if it is deemed necessary. Significant or serious concerns such as safeguarding concerns and/ or formal complaints may trigger this review. The Council 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.
- 8.1.10 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.

8.2 Continuous improvement

- 8.2.1 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.
- 8.2.2 The achievement of continuous improvement is about leadership, process and attitudes. The Provider must therefore constantly challenge its perceptions around its delivery model, training, attitudes of Staff and quality standards.

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

9 PERFORMANCE MONITORING AND MANAGEMENT

9.1 Contract Performance Monitoring

- 9.1.1 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 Resident's needs are being met in line with the Support Plan and agreed Outcomes.
- 9.1.2 The Council is developing a comprehensive Core Standards Framework to enable monitoring of Services delivery and contract compliance via a consistent protocol. This is to be used for providers whose care homes are in the London region. The Provider shall comply with all reasonable requests to submit timely performance monitoring and quality assurance information and assessments.
- 9.1.3 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 Residents accessing the Services (including Carers, family members or advocates if appropriate), feedback from key stakeholders, and the nature and volume of Services delivered.
- 9.1.4 The Provider may be required to submit various statistical returns detailing the Services delivered during any requested period.
- 9.1.5 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.
- 9.1.6 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.

APPENDIX 1

DEPRIVATION OF LIBERTY SAFEGUARDS

The Provider will comply with the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS) and any subsequent legislative changes.

The Provider is required to keep a record of all their residents subject to DOLS, including the provider application for DOLS.

The Provider must have a lawful DOLS. If further authorisation is required upon expiry the Provider must submit a referral form to the Council.

The Provider is under a lawful obligation to fulfil the conditions set on a standard authorisation. Records should be kept up to date to evidence that the Provider is fulfilling the conditions. This shall be monitored through the Council's monitoring processes. Where there is consistent non compliance in maintaining records and fulfilling the conditions, the Council will raise either a service concern or a safeguarding for neglect.