



**FLEXIBLE PURCHASING SYSTEM FOR CARE AND
SUPPORT IN EXTRA CARE HOUSING (ECH) SETTINGS
AND, WHERE REQUESTED, THEIR SURROUNDING
AREAS IN THE LIVERPOOL CITY REGION**

APPENDIX B

GENERAL SPECIFICATION

SUMMARY

A) PURPOSE OF THE FLEXIBLE PURCHASING SYSTEM

To create a list of suitably qualified providers who are willing and able to deliver care and support in Extra Care Housing (ECH) settings and, where requested, the local area in which these schemes are located.

B) FLEXIBLE PURCHASING SYSTEM PERIOD

The flexible purchasing system (FPS) is due to commence on 11 August 2018 and is estimated to be operational for 5 years with an option to extend for a further 5 years but the Lead Council may continue thereafter indefinitely, for as long as the Lead Council wishes to conduct it. Knowsley MBC, Liverpool CC and Sefton MBC intend to use the FPS for a minimum of five years. Whilst this is the intention, there is no legal obligation for these authorities to use the FPS.

The contract period for the call off of services purchased using the FPS will be specified in the individual specifications for that specific service.

C) NEW ENTERANTS TO THE FPS

The FPS is an open list which means that more providers can join the list during the lifetime of the FPS. The opportunities to apply to join the list are expected to be:

- **The first intake:** the application deadline will be published in the application form, but is expected to be **16th May 2018**.
- **The second intake:** the application deadline will be published in the application form, but is expected to be **30th November 2018**
- **Subsequent intakes:** each Flexible Purchasing System is expected to be constantly open after **1st December 2018**. The frequency of intakes will be not more than 12 months after the previous intake.

D) REVIEW DATE

The FPS will be reviewed in the fifth year of operation and following this, a decision on whether to continue to use the FPS will be communicated to providers on the FPS list.

E) LOCATION AND POPULATION

Services will be located in Liverpool City Region (LCR). The LCR includes Halton MBC, Knowsley MBC, Liverpool CC, Sefton MBC, St Helens MBC and Wirral MBC. In addition to providing care in the ECH scheme, some services may also provide care and support to the local community surrounding the scheme.

The care and support services will be targeted at people aged 16 years or older. This will include older people (aged 55 years or older) with support needs and younger adults (aged 18 to 54 years) with support needs. Services may also include young adults people aged 16 to 18 with support needs. All of these groups may include people with physical, learning, sensory and mental health needs (including organic mental illnesses such as dementia as well as functional mental illness such as depression, schizophrenia, mood disorders and anxiety).

F) FUNDING

The total estimated value of the care and support contracts purchased using the FPS is estimated £45 million over the initial five year period. However, there is no guarantee of this level of expenditure.

Payment of contract funding for individual ECH services will be from the Purchasing Authority to the Provider. Details of payment value and frequency of payments will be in the individual specifications for the call offs.

G) AWARD OF CONTRACTS

Contracts will be awarded following the procedures described in Flexible Purchasing System Rules. This can include direct award to providers on the FPS list as long as the criteria for this has been met. The criteria is described in Flexible Purchasing System Rules. Where this criteria has not been met the Purchasing Authority will award contract following mini competition. When using a mini competition the evaluation criteria for that specific service will be advertised with the individual call off. All mini competitions will be evaluated against the evaluation criteria in the call off competition documentation.

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SECTION 1 – INTRODUCTION AND BACKGROUND

1.0 INTRODUCTION

This is the general specification for the Flexible Purchasing System (FPS) for Care and Support in Extra Care Housing (ECH) Settings and, where requested, their surrounding areas. This specification works in conjunction with individual specifications for specific services purchased using this FPS. If there is any conflict between the two specifications, the individual specification will take precedence.

This FPS can be used by any of the six local authorities in the Liverpool City Region (Halton MBC, Knowsley MBC, Liverpool CC, Sefton MBC, St. Helens MBC and Wirral MBC) as well as any company where these local authorities are a sole shareholder or co-shareholder. Although these organisation can use the FPS, only Knowsley MBC, Liverpool CC and Sefton MBC have stated their intention to use it at the start of the Agreement. Whilst it is estimated the FPS will be operational for 10 years, Knowsley MBC, Liverpool CC and Sefton MBC have stated their intention to use this FPS for an initial minimum of five years, however there is no legal obligation for them to do so.

1.2 What is Extra Care Housing?

ECH Schemes are specialist housing provision designed to offer a safe, private and secure environment. Service users are able to retain the independence of having their own home whilst enjoying the benefits of having staff on hand to provide planned and unplanned care and support. The aim of extra care housing is to provide high quality housing, support, and care services which enable, support and encourage people to live independently for as long as they wish to and are able to. This will include additional support and care to avoid admission to hospital or long term care where possible. Care and support in ECH settings has a number of characteristics:

- The **care** includes personal care such as assistance with washing and dressing, preparation of food, assistance to eat and drink, help with toileting and administering medication; and

- The **support** includes assistance with shopping, paying bills, help to maintain their homes (e.g. cleaning, laundry), advice on their tenancy rights and responsibilities; and
- Includes **community support** to such as facilitating a wide range of activities in ECH settings that reflect service users interests, encouraging service users to participate in activities, supporting service users to attend activities outside of the scheme and be part of the wider community.

Appendix 1 contains a list of care and support tasks. Rather than being a definitive list, this list helps to illustrate the nature and competency levels required from services.

1.3 Who are the Tripartite Authorities?

The Liverpool City Region

In April 2014 Halton MBC, Knowsley MBC, Liverpool CC, Sefton MBC, St. Helens MBC and Wirral MBC formed the Liverpool City Region Combined Authority to bring together, through an overarching governance structure, six local authorities to work collaboratively to promote economic growth, improving transport links, increase availability of good quality housing, reform public services and improve the health and wellbeing of people living in the area.

The Tripartite

In particular Knowsley MBC, Liverpool CC and Sefton MBC have several features in common. These include ageing populations, high levels of deprivation, common NHS providers working across the areas, similar aspirations in terms of multidisciplinary working as well as pressure to maintain and improve the quality services whilst identifying efficiencies. For these reasons, these authorities have chosen to develop a programme of collaborative work that focuses on adult social care services. The aim of this programme of work is of minimise the impact of demographic and fiscal pressures on already strained Local Authority budgets. There are three areas that these are authorities are looking at first. These are domiciliary care, extra care and residential care (including nursing). These three local authorities working together are known as the 'Tripartite'.

The area covered by the Tripartite is 136.4² miles running along the Irish Sea coast from Southport in Sefton to Speke in the Liverpool. Along its breadth, it ranges from

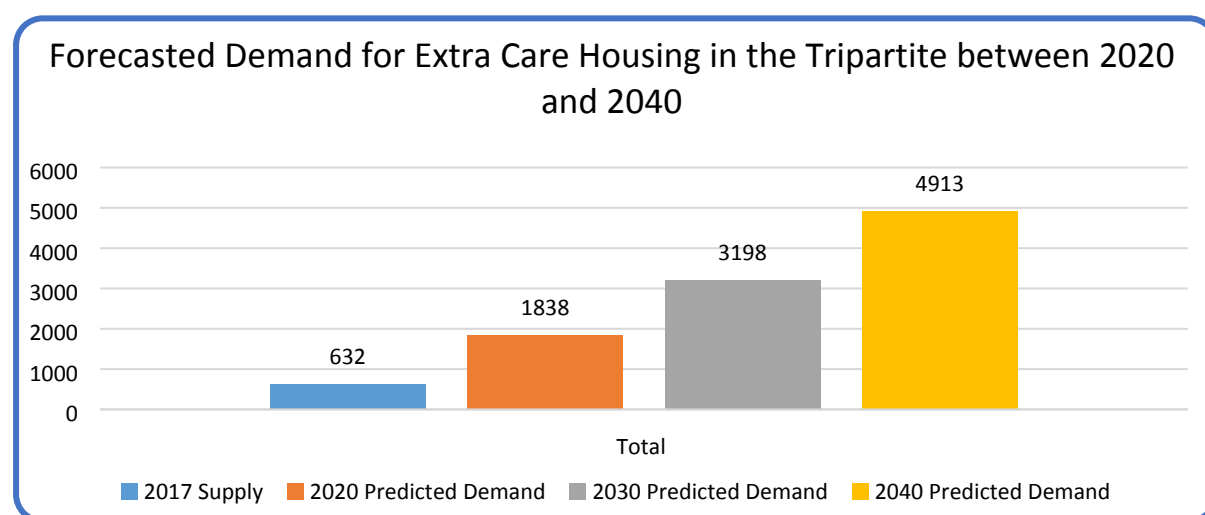
Liverpool city centre in the west to Whiston in the borough of Knowsley. It has a population of 906,754 people of which 160,100 are aged 65 years or older. Although it varies across the area, each authority is projecting an increase in the population of older people in their area. By 2025, the 65+ population is expected to increase by the following numbers across the Tripartite; from 25,200 to 29,900 in Knowsley, from 71,500 to 81,600 in Liverpool and from 63,400 to 71,900 in Sefton. In total, this is a 14.6% increase across the three authorities.

1.4 Existing Commissioned ECH Services in the Tripartite.

There are twelve ECH schemes commissioned by the Tripartite for older people located in different parts of the tripartite area, with notable differences between the demographics and affluence of areas. The schemes have a combined capacity of 632 and currently support 621 people. Details of these schemes are in Appendices 2.

1.5 Future Demand for ECH Services

Each of the tripartite authorities are anticipating an increase in demand for ECH in their areas. Over the next 20 years it is estimated that they will require approximately 5,000 units of ECH across the three authorities.



More information on forecasted demand in each area is available Appendix 3 (Tripartite Adult Social Care Commissioning Intentions for Care and Support in Extra Care Housing 2017-2022).

2.0 PURPOSE OF FPS AND SHARED PRINCIPLES

2.1 Purpose of the Flexible Purchasing System

To create an approved list of suitably qualified providers who are willing and able to provide good quality care and support in ECH settings, and where requested, the surrounding areas to the schemes.

2.2 Shared Principles

Whilst individual services purchased using the FPS vary in their specific requirements, the following principles will apply to all services.

- **Promoting people's independence to enable them to live at home for as long as possible.** This includes adopting an approach that supports people to do things for themselves (where they are able) rather than doing things for them. Services will support people to maximise their independence, delay the onset of care needs and reduce the escalation of needs. Use assistive technology will help people live independently by enabling support to be provided at the time that it is needed. By promoting people's independence services will delay and prevent the need for long term residential care.
- **Working in partnership with the landlord to ensure that schemes are vibrant hubs of activity** with a range of both formal organised activities as well as informal gatherings. There will be service user led activities, where people in schemes organise and run their own activities (with support from providers where needed). Services will maximise community assets to ensure that there will be external agencies and local community led groups involved in running activities in schemes. Services will work with other ECH schemes to offer a diverse range of activities.
- **Helping people to stay well for as long as possible.** Services will support people to look after their physical and mental wellbeing. This will include support to administer medication and support to attend medical appointments. There will be strong links with community health services such as district nursing and GPs. Services will also include proactive support such as opportunities to help people be more active through activities such as gardening, walking groups, boccia and other chair based exercises. Mental wellbeing is also important. There is a growing body of evidence that loneliness can contribute to both poor mental and physical health. Services will support

people to develop and maintain natural networks of friendship both within the scheme as well as with families and friends outside the scheme.

- **Supporting people with more complex needs.** Services will support more people with more complex needs such as people with physical, learning, sensory and mental health needs (including organic mental illnesses such as moderate levels of dementia as well as functional mental illness such as depression, schizophrenia, mood disorders and anxiety). This may include both younger adults (aged 18 to 54 years old) and older adults (aged 55 years or older). There will be variation in the needs of people between schemes. The needs of each scheme will be detailed in the individual specifications.
- **Providing excellent end of life care** that enable people to choose to die at home if that is their wish. Staff will have the both practical and emotional skills to support people, and their families, through this difficult period in their life. There will be strong links with community health services such as district nursing and GPs.

SECTION 2 - SERVICE DESCRIPTION AND SERVICE DELIVERY

1.0 HOW THE SERVICES WILL BE PROVIDED

The fundamental approach to supporting service users will be one of enablement. It is based on the principle that most people can live more independently if they are provided with the right kind of assistance, at the right time and the right kind of environment. The Provider will promote service user's independence by supporting people do things for themselves where this is possible (using aids, adaptations and technology where this can assist) rather than doing things for them.

2.0 LOCATION OF SERVICES

Services will be located in Liverpool City Region (LCR). The LCR includes Halton MBC, Knowsley MBC, Liverpool CC, Sefton MBC, St Helens MBC and Wirral MBC. In addition to providing care in the ECH scheme, some services may also provide care

and support to the local community surrounding the scheme. The location of services will be specified in the individual specification.

3.0 ELIGIBILITY CRITERIA AND POPULATION

Services purchased using this FPS will be for at people aged 16 years or older. This will include older people (aged 55 years or older) with support needs and younger adults (aged 18 to 54 years) with support needs. Services may also include young people aged 16 to 18 with support needs. All of these groups may include people with physical, learning, sensory and mental health needs (including organic mental illnesses such as moderate levels of dementia as well as functional mental illness such as depression, schizophrenia, mood disorders and anxiety). The eligibility criteria for specific services will be specified in the individual specifications.

The individual specifications will detail the preferred range of service users' needs in specific schemes and definition for each level of need.

For illustrative purposes only

A scheme may aim to have 30% of people with low needs, 40% with medium levels needs and 30% with high level needs.

Low level needs could be defined as people requiring less than 5 hours care and support a week

Medium level needs could be defined as are people who require between 5 and 14 hours support a week

High level needs could be defined as are people who require more than 14 hours a week.

4.0 MODEL OF SERVICE DELIVERY

The model of service delivery will be specified in the individual specifications. This can include, but is not limited to:

- **Task and time model** where we specify what care and support tasks are provided for each service user and at what times of the day and night these tasks are delivered. Payment for these service may be on a
 - Block basis where we agree a set number of hours over an agreed period of time; or
 - Spot purchase where we agree a unit cost and payment is made based on the volume of units provided; or
 - Block and volume where we agreed a block of hours over an agreed period of time and a unit cost for services provided in excess of the block.

- **Flexible budget model** where we specify what care and support tasks are provided but do not specify the time they need to be completed. The Provider and service user agree when support will be provided and this may change from week to week. In this model a budget is agreed for each person over a set period of time, usually 4 weeks.

- **Trusted Assessor model** which builds upon the task and time model or the flexible budget model but enabling the Provider to increase and / or decrease the agreed amount of support for service users based on set criteria and competency of staff undertaking that assessment.

- **Block Contract model** where we agree a staffing structure for a service that meets the needs of all service users. Care and support provided to each service user changes with their needs.

- **Outcome focused model** where we agree outcomes for the service user and / or service. Payment may be made on a block basis, on achievement of these outcomes or combination of the two.

- **Assistive Technology.** Regardless of the service model the Purchasing Authorities expect all services to ensure they make the best possible use of technology to support its service users to live independent, connected and healthy lives, in meeting their health and care needs and in enabling their access to all commonly available media. We will specify how want assistive technology to be used in specific schemes in the individual specifications.

5.0 STANDARDS OF SERVICE

The Provider must deliver services in accordance with the registration requirements of the Care Quality Commission, and any organisation that may replace them; complying with all relevant regulations, the National Minimum Standards and best practice guidelines at all times. Further guidance and information is available on the Care Quality Commissions web site via the following URL link.

<http://www.cqc.org.uk/organisations-we-regulate>

For the full duration of the FPS and, any subsequent contract procured using the FPS, the Provider must be registered with the Care Quality Commission (CQC) as a Domiciliary Care Agency, and any regulatory organisation that may replace the Commission.

The Provider will comply with the standards set out in this Specification to be complementary to the CQC Inspection Framework. All standards contained within the CQC Fundamental Standards must be met as part of this Agreement.

In circumstances where the requirements stipulated within this Specification impose any standard which is higher than any equivalent standard contained within the Fundamental Standards, then the Provider will comply with the relevant higher standard.

The Provider will be mindful of CQC registration requirements for certain regulated activities in relation to 'accommodation for persons who require nursing or personal care' and should satisfy the Purchasing Authority that there is clear and sufficient separation between the provision of the accommodation and the provision of the care in delivery of the contract.

The Provider will ensure that they are registered with the Information Commissioners Office as data controllers in line with the requirement of the General Data Protection Regulation 2016.

6.0 PARTNERSHIP WORKING

The Provider will work in partnership with the relevant landlord for the designated ECH scheme to provide a seamless care, support and housing service. The Provider will enter into a Management Agreement with the landlord for the ECH scheme for the duration of the Agreement, which clearly establishes roles and responsibilities. The Provider will ensure that there are appropriate protocols and procedures in relation to the following:

- Dealing with Housing Applications, monitoring Waiting Lists and overseeing Allocations (in line with the requirements of the Referral Pathway)
- Issuing and signing of Tenancy Agreements to Service Users
- Completing and submitting Housing Benefit documentation (or its replacement) and resolving any issues e.g. backdated claims in relation to Benefits
- Arranging for the cleaning and clearing of void units when vacated by Service Users
- Reporting of repairs Void Management
- Housing Management functions and activities
- Any other activity as agreed with the landlord that would form part of the Management Agreement

The Services will be provided notwithstanding the pending signing of the Management Agreement. The Provider will work in partnership with the landlord to ensure that matters relating to the Management Agreement are progressed quickly.

The Provider will develop effective and meaningful relationships with other partner agencies, including the Purchasing Authority. The Provider will identify and engage

with key partners and agree working protocols, where required. The Provider will work with a full range of partners to meet the holistic needs of Service Users and to provide the Services to their full potential. This will include:

- Assessment and Care Management within the Purchasing Authority
- Hospitals and Intermediate Care Services
- GPs surgeries and primary care facilities
- Voluntary Sector Agencies
- Community organisations and advocates
- Telecare Service
- Police
- Fire and Rescue Service
- Welfare Benefits Agencies
- Carer's Organisations and Services
- Leisure Services
- Community Integrated Equipment Service

The Provider will establish and maintain effective links (including referral links) with both statutory and voluntary support and advice agencies to meet the full needs of Service Users and establish and maintain comprehensive links to a range of relevant activities, services and facilities that will benefit service users.

The Provider will support Service Users to access other services which meet their needs. This may involve practical support to access other services including arranging meetings and appointments. The Provider will also ensure that the relevant agencies are informed about changes in the Service User's situation.

The Provider will promote ECH amongst partner agencies and local community organisations. Service promotion includes producing clear, widely available and

accessible publicity material including the eligibility criteria. This may be done in partnership with the relevant landlord.

Targeted Recruitment and Training requirements and Targeted Supply Chain opportunities will be determined by the Purchasing Authority from time to time and the Provider will work in partnership in responding to these opportunities as requested.

7.0 NOMINATION RIGHTS, REFERRALS AND ALLOCATION OF CARE AND SUPPORT

Nomination rights for each ECH scheme will be specified in the individual specifications. How referrals to services are made and how care and support is allocated in each scheme will be specified in the individual specifications. Where care and support is provided in the local community the individual specification will also specify how referrals are made to the services and how decisions are made on who receives the service.

8.0 NEEDS AND RISK ASSESSMENT

Prior to delivering care and support the Provider will ensure that they have all necessary Care Planning documentation from the Purchasing Authority, which sets out the needs of the Service User, the Services to be provided and identifies targets and outcomes to be achieved.

The Provider will also ensure that they have assessed service user's needs prior to the provision of a care and support services. These assessments will take into account the service users aspirations and personal goals, needs, choices and preferences in relation to the way in which care & support is provided and their own chosen lifestyle. The Provider will document these assessments in a Care and Support Plan. Preferences in how service users want to be cared for and supported should be revisited during reviews to take account of any changes in needs, for example: following illness or bereavement, or in response to decreasing mobility or mental health.

The Provider, will work jointly with NHS clinicians where relevant to certain Service Users with mental health needs. Clinicians will be involved in many aspects of assessment and risk assessment, monitoring and review.

To minimise the risk of accidents and harm occurring to Service Users and Staff, the Provider will:

- Assess the potential risks to the Service User and Staff associated with delivering service. The assessment should be carried out before the Staff member commences direct work with the Service User and should be updated at least annually or more frequently if necessary. If it is not possible to complete a risk assessment before commencement of the Service; it must be completed as soon as possible but not later than 72 hours from commencement.
- Ensure the assessment includes the risks for the Service User in maintaining their independence and daily living skills.
- The assessment must contain a balance that accounts for a service user's personal choices and freedoms. The provider will take a positive attitude towards risk that seeks to enable the service user to fulfil their personal choices and freedoms.
- Ensure the assessment is appropriate to the identified needs of the Service User that the views of the Service User are taken into account and the assessment and the Support Plan are signed by the Service User where possible.
- Support the Service User to take agreed risks, whilst enabling them to understand all the information and the implications of their choices.
- Explore opportunities to use assistive technology to promote independence and manage risk.
- Ensure a separate moving and handling risk assessment is undertaken if required by a member of Staff who is trained for the purpose, as required under the Manual Handling Operations Regulations 1992 and current Care Standards legislation and guidance.
- Implement a risk management plan as part of the Care and Support Plan and ensure this is reviewed annually or more frequently if required by the Authority.

- Ensure a procedure is in place for reporting new risks which arise, including defective appliances, equipment and fixtures.
- Undertake a security assessment if necessary.
- Respond appropriately to physical and verbal aggression by a Service User, their relatives or friends and ensure this is responded to by using non-physical intervention. Physical intervention can only be used as a last resort, within the framework of the law and current guidance issued by Department of Health.
- Ensure that any limitations on choice or rights to prevent self-harm or self-neglect, or abuse or harm to others, are made only in the Service User's best interests, or to minimise risk of harm to others, consistent with the Provider's responsibilities in law and as described in the Support Plan.

The Provider will immediately inform the local authority, if they have a reason to believe that a resident is at risk either through self-neglect, or as a result of behaviour/lifestyle, or because of the actions or behaviour of others.

9.0 CARE PLANNING

The Provider will ensure that the service provided is compatible with the service user's Care Plan as produced by the Purchasing Authority.

The Care & Support Plan will refer to means of empowering, facilitating choice, regaining or acquiring skills and/or maintaining existing skills. The Care & Support Plan will clearly define the service to be delivered by the Provider showing how the service will be delivered to meet assessed needs and how the service will promote independence and support service users to live a fulfilled life making the most of their capacity and potential. This will include:

- How the resident wishes to be addressed
- The service users desired outcomes to be achieved and what the resident will be able to do as a result of the service provided

- What actions will be taken, by when and by whom, to ensure the outcomes are achieved
- The date when the Care & Support Plan will be reviewed by the Provider and other professionals (where appropriate) with the resident
- How health and/or social needs will be met
- How any intimate physical care will be provided, and by whom
- How cultural and spiritual needs will be met
- How social and community engagement needs will be facilitated
- Any specialist equipment needed
- How any special communication needs will be met
- Arrangements for taking medication
- How any special dietary needs/preferences will be met
- The next of kin and emergency contact numbers
- A risk assessment
- The resident's named key worker
- What assistive technology the service user uses

The Care and Support Plan will be signed by the service user, or nominated representative where the resident is unable to sign, and a copy will be held by the service user (unless there are clear and recorded reasons not to do so), and will be available in a language and format chosen by the service user that the service user can understand. The Care and Support Plan will be reviewed regularly. Initially after 6 weeks of the start of the Service and then as a minimum at regular 12 monthly intervals thereafter. The review may be initiated by the Service User/carer, Provider or the Purchasing Authority. If there is a change in the way the service users prefers to be supported, this will be updated in the Care and Support Plan as soon as it practically possible by the Provider. If there is a significant change need identified by the Provider, the Provider will notify the Purchasing Authority as this may require a reassessment of need by the Purchasing Authority. All reviews and their outcomes must be recorded on the Service User's file.

Information from the assessment of need and risk assessment, the Care and the Support Plan will be made available to staff so that they are aware of any special needs, the activities they are required to undertake, the purpose of the activities, the frequency and duration agreed, the outcomes to be achieved and any applicable time frames. The Provider, will be available to participate in any review by the Authority, of Service User Care Plans.

The Provider will have in place a means of recording action taken to meet objectives and outcomes and staff will record the acquisition of new skills and the achievement of goals by the service user.

10.0 DELIVERY OF CARE AND SUPPORT

Service user are helped to exercise choice and control over their lives and are supported in maintaining and increasing their independence wherever possible. To achieve this service users will be provided with information, assistance and support where needed.

Service users will be enabled to understand all the information and the implications of their choices. The Provider supports service users in making their own decisions and respectfully gives advice as and when the service user requires. Where appropriate the Provider will signpost service users to other services for specialist advice.

Wherever possible staff will carry out tasks with the service user, not for them, minimising intervention, increasing independence and reducing the risk of creating dependency. The service users will be supported to take agreed risks, as set out in the Care and Support Plan.

Service users and their carers or other representatives are informed about independent advocacy services who can act on their behalf.

The Provider will ensure that sufficient information is held in the service user's home to enable the service to be delivered in accordance with the Care and Support Plan and any associated risk assessments.

The Provider will have the capacity to provide services designed to meet requirements and specified outcomes as stated in the Care and Support Plans of individual service users as well as the overall needs of the service. There will be sufficient competent staff on duty, who are appropriately trained and experienced to ensure that the service user's needs are met. The Provider will ensure that a sufficient reserve of trained, competent and reliable Staff is available to cover Staff holidays, sickness or absence for any other reason to ensure consistency, reliability and competency of Staff. The Provider will conduct regular reviews of staffing levels, rotas and resources. The Provider will have an appropriate system for communicating information between staff at the beginning and end of any shift changes.

Sufficient levels of Staff should be available to respond to both planned care and support needs and emergency situations, including those who require short term interventions. This includes the ability to accompany Service Users to hospital in the case of an emergency. The Provider will ensure that care and support is provided as normal over any holiday periods, including Bank Holidays and school holiday periods.

The Provider will ensure that only Staff employed to deliver Services enter or use any part of the Service Users home in order to provide the Services. Staff enter a service user's home when they are invited by the service user and carers themselves. Their status is as an employee of an agency. Staff will recognise this and act accordingly respecting the rules of the house and the wishes of the service user.

The Provider shall ensure that minimal reliance is placed on bank or agency cover to maintain staffing levels.

The Provider will ensure that Staff engaged in and about the provision of the Service are at all times adequately supervised and properly perform their duties to the required standard. The Provider will ensure that Staff have access to, or means of contacting, a supervisor at all times.

The Provider will provide Services in the least intrusive way, ensuring that the dignity of the Service User is maintained at all times so that the wishes and preferences of Service Users are taken into account and respected.

The needs and preferences of minority ethnic communities, social/cultural or religious groups catered for are respected, understood and met in full. Where necessary training will be provided to ensure support is provided in a culturally sensitive way.

The communication needs of individual service users and their preferred method of communication are understood and used by staff. Effective communication to ensure choice, control and participation by all service users take place.

Staff are reliable and dependable with the necessary skills and competencies to be able to respond flexibly to the day to day needs and preferences of service users. Staff will be multi-skilled so that one person can meet a wide range of needs and maximise continuity of care for Service Users receiving care and support under. If required, training on specialist services such as peg feeds, catheters and convenes must be given prior to service commencing.

The Provider will ensure that service users have a consistent team of staff who support them. Providers will balance the need to ensure the team is small enough that the service user knows the staff with the need to have enough staff to ensure a reliable service (for example to cover sickness, annual leave and training). Service users, and carers, where appropriate, are consulted in advance wherever possible about a change of Care Worker. Other than in very exceptional circumstances changes to a service should be planned and agreed at least 24 hours before the service is due to be provided. Where there are specific requirements on consistency (such as ratios of staff to volume of hours) these will be specified in the individual specifications.

The gender of the staff team will be appropriate to provide choice of gender for intimate personal care.

The Provider will have procedures in place for occasions when a Service User refuses Services. The procedure will include the requirement for the Provider to notify the Purchasing Authority where this happens on multiple occasions.

The Provider will have a procedure in place for supporting Staff should they experience physical abuse or other forms of oppression from a Service User. If such a situation arises which cannot be resolved, then the Provider will contact the Purchasing Authority within 24 hours to request a review.

The Provider will supply all Staff with a means of identification showing their photograph, with an expiry date which should not exceed 36 months from the date of issue. The identity card should also show their name and signature, the name of the Provider and a telephone number that can be used to verify this information. Identification must be shown at the request of the Service User or their representative, or of authorised officers of the Authority. The Provider will recover this identification from the Staff members when they are no longer employed.

The Provider will keep a record of all Staff and of the hours worked. Each member of Staff must complete timesheets reflecting the accurate times and dates that they have provided a Service. Records must also be maintained in the Service User's accommodation. The Provider will make these records available to the Purchasing Authority to inspect if requested.

The Purchasing Authorities are keen to explore ways in which enable services to be more responsive to changes in service user's needs. This includes introducing Trusted Assessor models where Providers are given more autonomy to increase and / or decrease how much support service users receive. Where the Purchasing Authorities wish to use this model of service delivery it will be specified in the individual specification.

The Provider must ensure that it has effective systems in place to manage staff that are lone working. The Provider is required to draw up policies on Lone working that set out procedures to minimise the risks to people working alone. Where staff work alone with a service user risk assessments must be undertaken which specifically

address the risks faced by lone workers. These policies must be brought to the attention of every employee or volunteer. Service users' risk assessment will assess the risks to staff working alone with that individual both in the service user's home, communal areas and in the community.

The Provider must be able to evidence information governance policies and procedures that are compliant with General Data Protection Regulation (GDPR) obligations

Care and support tasks are detailed in Appendix 1. Rather than being a definitive list, this list helps to illustrate the nature and competency levels required from services.

11.0 CONTROL AND SUPERVISION OF PROVIDER'S STAFF

The Provider will issue Staff with written standards of behaviour that are expected in delivering care and support to address the particular demands working with Service Users in ECH schemes.

The Provider and their Staff will accept that they are visitors in the Service User's accommodation, and will respect that person's privacy, possessions and way of life. Providers' Staff will maintain a professional relationship with the Service User and Service Users families, friends and visitors.

The Provider will inform the Purchasing Authority promptly and confirm in writing, any instances of activity or omission on the part of the Purchasing Authority which prevent or hinder, or may prevent or hinder the Provider from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the Provider from any of his/her obligations under the Contract.

The Provider will ensure that their Staff:

- Perform their duties in an orderly and professional manner and in as quiet a manner as may reasonably be practicable with regard to the nature of the duties being performed by them.
- Are not affected by alcohol or drugs when they arrive for work, and do not consume such substances while at work. Substance includes both illegal drugs and legal medication if the medication affects their ability to carry out their duties in a safe and sufficient manner. Staff must not drink alcohol while they are on duty.
- Observe the security of all secured areas of the ECH scheme.
- Do not smoke whilst they are on duty.
- Do not take family members, friends or pets into the ECH scheme.
- Are properly and presentably dressed in appropriate uniforms or work wear as agreed with the Purchasing Authority.

The Provider will ensure that all Staff, when requested to do so, or when communicating with other persons as a representative of the Provider in the performance of the Service, disclose his/her identity and shall not attempt to avoid so doing.

The Provider will ensure that where the Purchasing Authority's policies, rules, procedures, or standards require any special or protective clothing or footwear to be worn, such clothing or footwear is provided for and worn by his/her Staff. Such special or protective clothing or footwear shall be maintained and replaced as necessary by the Provider at the Provider's cost.

The Provider will ensure that all staff (including supervisory staff) receive regular formal supervision (not less than every 3 months) which must be recorded in a standardised way. The supervision sessions will cover all aspects of their working role and an opportunity to discuss specific task/Service User related issues. Supervision must also allow the identification of training needs. The Provider should offer support to Staff both formally in planned sessions and informally through the day to day management. All staff will have their standard of practice appraised at least annually.

The Provider must ensure that direct observations of staff are conducted at various days/times of the week, including weekends, early morning and evenings. All care staff should be subject to at least four direct observations per year.

12.0 INCIDENT NOTIFICATION

The purpose of this procedure is to set out the process for the Provider to report to the Purchasing Authority any Incident that takes place in a Service.

12.1 Definition of a serious incident

The definition of an Incident is broad and the process of reporting them and an explanation of what they mean must be covered within the Provider's Risk Management Policy. This must include all incidents involving the following:

- Serious crime or violence to Service Users, Staff or members of the public.
- Serious threats to Service Users, Staff or members of the public.
- Death or serious injury within the Services.
- Unexpected emergency admission to hospital.
- Housing management incidents that lead to a serious disruption of a Service including fire, flood, power failure, in particular those which lead to the building or part of the building being unoccupied.
- Any incident that leads to a Safeguarding Adults / Children Alert being raised.
- Any other incident which compromises the Provider's ability to provide the Service to any Service User in accordance with the Agreement.

12.2 Reporting Incidents

The Provider will report all Incidents to the Purchasing Authority as soon as possible following the Incident and in any event within 24 hours of the occurrence of the incident. This initial report will record all details that are known including:

- Date of Incident

- Description of Incident
- All parties involved
- Involvement of emergency services
- Immediate action taken
- Further action required
- Service User group (e.g. Older People)
- Service name and Service ID number

The method used to report incidents will be specified in the individual specification.

The Provider will provide the Purchasing Authority with regular updates on the status of the Serious Incident and how it is being dealt with. This information must be sufficient to enable the Purchasing Authority to either close or escalate the Serious Incident as appropriate.

The report will provide an opportunity for the Provider to learn from the incident and reduce any contributory factors for the future

The Provider will have a Risk Management Policy that details the process for describing, managing, recording, investigating, and reporting Incidents, as well as reviewing outcomes of any incident. This must be examined when the Service is reviewed.

The Provider will ensure that the requirements of the Purchasing Authority's Safeguarding Procedures are adhered to if any Incident requires their use and that the Purchasing Authority is advised if any potential Adult or Child Safeguarding alerts are raised.

The Provider will also comply with any CQC requirements for notifying them of incidents.

13.0 HEALTHCARE NEEDS

Service User will be confident that their health, independence and well-being are addressed by the service as defined in their Care & Support Plan and that access to other services such as Intermediate Care, are available when required for rehabilitation.

The Provider will ensure that service user's healthcare needs are addressed where appropriate, and support is offered in accessing the full range of healthcare services as identified in their Care and Support Plan. Service users are helped to understand where possible how to stay healthy and independent and are encouraged and supported to do so.

The Provider will make every effort to ensure that, wherever possible, service user will not be excluded from a service because of healthcare needs. Service users will be supported to register with a GP, dentist and optician.

Where identified as part of a care and support plan, staff will inform and encourage all service users to access preventative healthcare such as screening, immunisation, and regular check-ups. Staff will support service users to contact healthcare professionals if requested to do so.

Staff will ensure that arrangements are in place for the service users to take any necessary medication in a way that respects their dignity and privacy and complies with the organisation's medication policy and that their policy adheres with the authority's medication policy. Services will have their medication policy reviewed and monitored as part of the CQC regulatory function.

Staff will discuss any concerns they have about service user's health and well-being with the service user before involving any other agency or carer/family member. If these concerns indicate any potential abuse of the service user then these must be reported through Safeguarding arrangements.

14.0 MEDICATION

The Provider's policies on medication and health related matters protect service users and assists them to maintain responsibility for their own medication wherever possible. The health and emotional well-being of service users is promoted and facilitated.

The Provider must ensure that Staff adhere to written policy and procedures for the obtaining, recording, handling, using, safe keeping, dispensing, safe administration and disposal of medicines. The policy must be provided to the Purchasing Authority on request and must comply with all CQC requirements identified in Outcome 9 (Regulation 13) – Management of Medicines and NICE Guidance “Managing medicines for adults receiving social care in the community”, March 2017.

The Provider must also ensure that its policy and procedures comply with the Essential Standards of Quality and Safety for medication management and that medicines in the custody of the Provider are handled according to the requirements of the Medicines Act 1968, guidelines from the Royal Pharmaceutical Society, the requirements of the Misuse of Drugs Act 1971, The Handling of Medicines in Social Care Settings-RPSGB October 2007 and NICE guidelines relating to the managing of medicines for people receiving social care services in the community.

The policy and procedure must include:

- The extent and circumstances in which staff may or may not be involved in prompting or assisting service users to take medication, or in its administration.
- The policy should ensure that only competent and confident staff are assigned where medication is required and should enable support workers to refuse to administer medication if they have not received suitable training and do not feel competent to do so.
- The limitations of assistance with prescribed and non-prescribed medication and which tasks the support worker must have specialist training before undertaking.

- The arrangements necessary to ensure the safe handling and administration of medication.
- Records to be maintained where staff support residents to take medication.

Staff likely to be involved in administering medication will receive training in the policy, procedures and the administering of medication as part of their induction and on an ongoing basis. Medication Administration training must be accredited as specified by CQC. Staff will have been assessed as being competent. Knowledge, skills and competencies should be assessed annually.

The Provider will have a formal procedure to assess whether staff are sufficiently competent in medication administration before being assigned to a task where this is required.

Service users will normally be regarded as responsible for the administration of their own medication. If the Provider is required to assist with the administration of medication, this must be recorded clearly in the Service User's Care and Support Plan. The Provider must help the Service User, if necessary, to understand any given information about their medication.

If the Provider is supporting service users to take their own medication they should have a robust process in place to be assured of the 6 rights (R's) of administration which include:

- a) Right person
- b) Right medicine
- c) Right route
- d) Right dose
- e) Right time
- f) Persons right to decline

The service user, or their representative must agree to have a care worker administer medication and consent should be documented in the service user's Care and Support Plan. If the service user is unable to communicate informed consent, the prescriber must indicate formally that the treatment is in the best interest of the individual and the prescriber must follow the requirements of the Mental Capacity Act.

Administration of any medicine may include or all of the following:

- I. When the support worker selects and prepares medicines for immediate administration, including selection from a monitored dosage system or compliance aid.
- II. When the support worker selects and measures a dose of liquid medication for the resident to take.
- III. When the support worker applies a medicated cream/ointment, inserts drops to ear, nose or eye and administers inhaled medication.

Taking account of any risk assessment around medication the service user's Care and Support Plan must determine and document the following:

- The nature and extend of support and/or assistance that the service user needs to manage their medication.
- A current list of prescribed medicines for the service user, including the dose and frequency of administration; method of assistance; and arrangements about the filling of compliance aids if these are used.
- Details of arrangements for medication storage in the service user's home and access by the service user, relatives or friends.
- Details of any possible side effects and procedures to follow in such instances.

Where service user is unable to manage their own medication the Provider will have a safe and secure system for the storage of the service user's medication. The provider will include in their policy and procedures to provide a medication log.

The Provider must maintain records of all medicines received and administered, or disposed of, to ensure that there is no mishandling. This includes prescribed and non-prescribed medication. A record must be maintained of current medication for each Service User. Receipt, administration and disposal of controlled drugs must be recorded in a controlled drugs register. When a Service User dies, medicines must be retained for a period of seven days, in case there is a coroner's inquest.

The Provider must ensure its staff have access to, and understand the Care Quality Commission Guidance on the management of medicines.

15.0 SOCIAL ACTIVITIES AND COMMUNITY SUPPORT

The Provider will, in partnership with the landlord, ensure that ECH schemes are vibrant hubs of activity with a range of both formal organised activities as well as informal gatherings. Activities will reflect the interests and hobbies of the people living in the schemes and will happen during the day time, evening and weekends. Maximising the use of community assets, the Provider will seek out external agencies, groups and individuals to offer activities within the Service as Service Users wish. The Provider will also support Service Users to run such activities as appropriate. Services will provide opportunities for social contact and will minimise the risk of social isolation. The Provider will provide support to Service Users who may experience barriers to involvement (e.g. due to language, disability etc.) to help them engage in activities that are of interest to them. The individual specification will specify if the Provider is responsible for organising and running activities directly.

Where the Provider is responsible for organising and running activities they will make sure these are widely publicised with sufficient notice to service users for them to be able to plan if they want to take part. Publicity materials will consider the communication needs of people living in schemes so that they are accessible to them.

The Provider will ensure people living in the service will also be given regular opportunities to participate in social activities outside the scheme. The individual specification will specify if it is the responsibility of the Provider to support people outside the scheme. Service users will be able to choose which activities they would like to be involved in, with support if needed. If a service users is unable to take part in any activity, the reasons for this will be fully discussed with them.

The individual specification will specify if the Provider will ensure that there are resident led activities in schemes. Where this is required and service users need support to organise and run their own activities, Providers will help them develop the skills they need to do this. This can include practical support such as booking the use of communal facilities, helping to publicising events as well as advice on how to set up committees and mentoring for service users who take on key responsibilities in groups. The aim is to provide support initially with this withdrawing as the group becomes more skilled and their independent.

The Provider will help service users to attract external agencies and local community led groups to run activities in schemes that are of interest to the people living in the scheme.

The Purchasing Authorities are seeking to make ECH schemes the hubs of their local communities. The ambition is for people from outside of schemes to access social activities in the scheme. Some schemes are more suited to this than others therefore where we want this to happen we will specify it in the individual specifications.

16.0 SERVICE USER AND CARER ENGAGEMENT

The Provider will ensure Service User's views are at the forefront of Service development and delivery. The Provider will consult and engage with Service Users in all appropriate decisions regarding Service delivery through developing effective and meaningful mechanisms to facilitate Service User involvement which is appropriate to ECH. The Provider will demonstrate the positive impact of Service User involvement in Service delivery.

The Provider will help service users and carers to set up their own committee for each service so that the collective views of the people living in the scheme and their carers can be listened to and acted upon by the Provider. The Provider will help the committee agree how the group operates and the frequency that the group meets. Ideally the service user and carer committee will meet at least quarterly.

The Provider will also engage will service users and carers on a one-to-one basis to ensure the views of individuals are also listened to acted upon. The Provider will undertake a survey of customer satisfaction at least annually. This will include informal carers of people living in the scheme. A copy of this report will be provided to the Purchasing Authority within 2 months of completion.

17.0 COMMUNITY ALARM PROVISION WITHIN ECH

The Provider will be responsible for working in partnership with the relevant Registered Provider of Housing to provide a Community Alarm service within the designated ECH scheme. A Community Alarm service provides peace of mind for Service Users whilst in their own self-contained accommodation as a means of summoning help and assistance when required, usually in an emergency.

The Community Alarm equipment can take a variety of forms:

- By pulling a cord in the home
- By pressing a button on a neck pendant
- By pressing a button on a wrist band

The Provider will work with the relevant landlord to ensure systems and processes are in place for the reporting of equipment faults and the maintenance of equipment. The management agreement will the landlord describe each party's responsibility.

The Provider will develop systems in partnership with the landlord to respond to alerts raised by the Community Alarm system 24 hours a day, 365 days per year. In the first instance, alerts raised will be directed automatically to the on-site care and support team. The Provider, in partnership with the landlord, will ensure there is secondary or 'back-up' response, which may include diversion to an off-site Monitoring Centre in cases of an emergency where the on-site care and support team are unable to respond.

The Provider will work with Service Users to ensure that they are aware of how to use the Community Alarm in an emergency and to minimise inappropriate use of the Community Alarm.

Providers will ensure they make the best possible use of technology to support its service users to live independent, connected and healthy lives, in meeting their health and care needs and in enabling their access to all commonly available media.

In the event of an emergency, the Provider will adhere to on-call policies and procedures.

18.0 WRITTEN INFORMATION FOR SERVICE USERS AND CARERS

The Provider must ensure that the Resident Guide is dated, reviewed annually and updated as necessary.

The Provider will have an accessible introductory information pack for potential service users moving into ECH who have care needs; this may be combined with the information provided by the landlord for each ECH. This will comprise of basic information as below, and the Provider will ensure that the information is in place and available to service users. The information pack will be in an accessible format e.g. large print, appropriate language, photographs, audio tape, Braille, easy read, video etc and in plain language and will be made available to service users and their carers and will include:

- Aims and objectives of the service and its underpinning principles
- Service provision, the type of service, facilities, and range of activities in the scheme
- Cultural; and social needs catered for and support for carers.
- Any relevant CQC Inspection Reports or information detailing that the Report is available on request and where a copy can be obtained.
- Details of any charges, what they are and to whom and when they are payable and when they are reviewed
- A statement of resident's rights to self-determination and responsibilities and consequences of unacceptable behaviour.
- Complaints procedure and appeals procedure
- Arrangement to cover holidays and sickness
- Procedures for the prevention of abuse (including both adults and children)
- Procedures for the protection of money and property
- Procedures for assistance with medication
- Names and roles of care and support team
- Emergency procedures including out of hours contact numbers
- The process of Quality Assurance

This information must be made available to the Purchasing Authority when requested.

19.0 MOVING ON

Service users will be confident that their move on from the service, for whatever reason, is a positive and supported experience. Any need or wish to move on from the service will be reviewed with the service users and the Provider and Social Worker.

Any move will be properly planned and discussed with the service user, their carer, family or advocate as appropriate, staff from the new service if applicable, and Care Manager.

A transition plan (re-assessment of need) will be agreed between the service user, Purchasing Authority and provider which will include arrangements for visiting any new service if applicable. A copy of the transition plan will be provided for the service user and their carer, if appropriate.

The service user's own records will be updated, agreed with the service user and a copy of the records passed to the new service if appropriate and agreed by the service user, before being passed to the new Provider.

20.0 STAFFING REQUIREMENTS

20.1 Staff Terms and Conditions

The Provider must adhere to the following ethical standards of employment for all staff delivering services as part of this contract;

- Staff must have a written contract that describes their entitlement to minimum annual leave and bank holidays. Where staff choose to opt out of bank holiday entitlement this must be recorded in their personnel file.
- Staff must be offered a contract that guarantees them a minimum number of hours a week or month or 4 week period.
- Staff must receive comprehensive induction, training and information. All training will be conducted in work time (including induction training) and be at no cost to the member of staff.
- Staff must be paid **at least** National Living Wage and that this is not eroded through costs incurred in their employment such as:
 - Incurring costs for travelling between calls (excluding travel to the first call of their shift and travel home after their final call)
 - Paying for uniforms (excluding footwear)

- Paying for personal protective equipment, for example aprons, gloves etc.
- Paying for telephone calls made to the office, other staff or service users as part of the work being undertaken for the organisation
- If staff pay for their own DBS checks, then they must be reimbursed for the cost if they have continuous employment with the provider for 6 months. This cost must be reimbursed within 7 months of commencing employment

The Provider will ensure that staff are offered a work place pension in line with statutory requirements and fulfil their employer's obligation to the pension schemes in place. They will also ensure that staff who are eligible are paid statutory sick pay to cover periods of sickness.

The Provider should work pro-actively with Trade Unions. The Purchasing Authorities believe that effective workplace union organisation has a key role to play in improving the care sector as;

- a) Organised staff will have more confidence to speak out and share best practice
- b) Unions can assist in better monitoring of employment standards in care and through providing high quality staff training – often free of charge to the employer
- c) Unionised staff will be better able to share their stories publicly

In order to support this, the Provider should;

- a) Respect the right of staff to organise a union in their workplace and do nothing to undermine the reasonable efforts of staff to organise a union
- b) Allow access to accredited union representation and officials for membership recruitment activity. The Provider should engage positively with union requests for access to staff and, where necessary, agree arrangements that do not disrupt service delivery
- c) Pursue a partnership approach to employee relations. The Provider is expected to engage constructively with the union including a recognition and facilities agreement to underpin collective working
- d) Ensuring that information from the Trade Unions is readily accessible the workforce and that staff members are able to have with them Trade Union representation at any formal meetings such as disciplinary hearings.

20.2 Recruitment and Selection

The Provider is required to have a recruitment and selection policy and process which take account of all current legislation, including equalities and Human Rights legislation. The policy shall cover recruitment, advertising and interviewing. It must also establish the competencies and qualifications of new Staff and ensure that two written references are routinely obtained and checks made to confirm referees status before new Staff begin work in services.

The two referees must be from the two most recent employers unless the applicant has had only one or no previous job. In these instances a reference shall be sought from a reputable member of the community. Referees must be asked to declare for how long, and in what capacity (e.g. supervisor) they have known the applicant. References from family and friends are not acceptable. Any gaps in employment history must be checked and records kept demonstrating that these checks have been made together with any corroborative evidence. References must be on company letterheads, accompanied by the company compliment slip or stamped with the company's logo and should be verified with a telephone call to the referee's landline wherever possible.

A standard application form is to be completed. It should be made explicit that a failure to disclose previous offences, no matter how old, will be regarded as gross misconduct. Potential Staff should be made aware that the position they are applying for is exempt from the provisions of the Rehabilitation of Offenders Act 1974, Exceptions Order 1975, and they shall therefore declare all criminal convictions, even if in other circumstances such convictions would be regarded as spent. The DBS check needs to be in place before employment is confirmed and must be renewed every three years. All Staff are confirmed in post only following the completion of satisfactory checks. These checks include:

- Verification of identity
- Disclosure and Barring Checks
- Work permit (when appropriate)
- Driving licence (when appropriate)
- Training and qualifications claimed

The management structure must allow sufficient flexibility to respond to changing needs and circumstances of people receiving care and to maintain an effective quality control system.

The Provider will also pay due regard to their duty as employers contained within the Immigration, Asylum and Nationality Act 2006 in relation to all staff including agency or temporary staff.

The Provider will ensure that there are no significant delays in recruiting staff to key posts, (8 weeks for support posts and 12 weeks for managerial posts)

The Provider's Representative will be required to have a minimum of 12 months' experience in a senior management position with a social care organisation or related care service position. The Provider is required to notify in writing to the Authority's Commissioning and Contracts Manager of any proposed changes to the position of Responsible Person at the earliest opportunity. The Provider will be in breach of this agreement if they are without a manager for more than 3 months.

The Provider is required to be entirely responsible for the employment and conditions of service of the Staff.

The Provider will be entirely responsible for the employment and conditions of service of the staff. Where agency or temporary staff are required; e.g. for emergency cover, the Provider will satisfy themselves (and the Purchasing Authority if requested) that these staff have been properly vetted and are suitably trained prior to working in the service users home.

The Provider will ensure that they meet all requirements of the Disclosure and Barring Service established under the Protection of Freedoms Act 2012. More information about the Disclosure and Barring Service can be found at the following link: <http://www.homeoffice.gov.uk/agencies-public-bodies/dbs/>

The Provider will issue all staff with a contract of employment, a detailed job description and a person specification. The Provider will operate in accordance with employment legislation and the Provider must not discriminate within the meaning or

scope of the Equality Act 2010, the Rehabilitation of Offenders Act 1974 or any statutory modification or re-enactment thereof.

Volunteers will be recruited according to the skills and ability they have to perform the required tasks, will receive a full induction to the service and training will be offered to address any skills shortfall. Volunteers working with service users must undergo checks made through POVA (where appropriate), and the DBS service. Providers must complete these checks for volunteers prior to contact with service users and / or sensitive information.

The Provider will ensure that the service has a Registered Manager. The individual specification will specify if a whole time equivalent Registered Manager is required for that service or if this person can cover more than one service. The Provider is required to ensure that the Registered Manager has been recruited under the checks in Schedule 3 of Health and Social Care Act 2008 (Regulated Activities) Regulations 2014.

20.3 Staff Skills, Development and Training

The Registered Manager will have the necessary qualifications and/or experience specified by CQC requirements of registration for personal care at home. They should have the management skills and at least 12 months experience of senior management in a social care setting to ensure the service is delivered to meet the Essential Standards.

All managers of services will be suitably experienced and qualified in order to effectively run the service. It is required that the Manager responsible for overall day to day management of the service will hold a minimum of a Level 4 certificate in principles of Leadership and Management in Adult Care or equivalent.

Staff will have the necessary training, skills, competencies, personal qualities and caring attitudes to enable them to meet the needs of individual service users. Skills and experience of care staff will be matched to the needs of each service user they

support. Care staff will hold or be working towards a minimum of a level 2 Diploma in Health and Social Care (formerly NVQ).

Where the individual specification requires Co-ordinators, Supervisors, Team Leaders, senior care staff, these Staff will have as a minimum Level 3 diploma in Adult Care or equivalent within 12 months of appointment to the post.

The Provider will ensure provision of a structured induction process, which includes the Care Certificate, is completed by all new staff, and a basic training programme for staff or volunteers appropriate to the needs of the service user group, within an agreed period of taking up appointment. More information on the Care Certification can be found on the Skills for Care website. The UL is <http://www.skillsforcare.org.uk/Learning-development/Care-Certificate/Care-Certificate.aspx>

The Provider will shadow experienced Staff for a minimum of 30 hours until they are deemed to be competent.

The Provider will undertake a training needs analysis for each new member of staff and this will be incorporated into the staff training and development plan. The Provider will keep a training record for each Staff member.

The need for refresher and updating training is identified at least annually and incorporated into the staff development and training programme. There is a requirement to ensure up to date records of all training undertaken by staff are retained.

Staff will receive regular training (not less frequently than every 2 years) to carry out all aspects of their role, including:

- Principles of Extra Care Housing, its aims and objectives
- Personal Care requirements

- Administration of medication
- Communication skills
- Dealing with violence and aggression
- Equalities and diversity awareness
- Emergency first aid
- Food Hygiene and basic cooking skills
- Health and safety
- Safeguarding adults
- Delivering enabling and person centred care and support
- Risk assessment and management
- Understanding long-term conditions
- Dementia care
- Safer moving and handling
- Handling Service User's finances
- Policy on Gifts and Hospitality
- Safeguarding children and adults
- Confidentiality and access to information
- Complaints procedure
- Awareness/Safety of fire/gas/electricity/hazardous substances
- Dealing with serious incidents
- Accident Reporting Procedure
- Appropriate Code of Dress, taking into account cultural observance in relation to uniforms (for example, in relation to the wearing of hijab, turbans etc.)

The Provider will ensure that written policies are in place and are implemented, to ensure that Staff are trained and aware of the above issues

The Provider's induction and basic training programmes will be submitted to the Purchasing Authority on request within 10 working days.

The Provider will ensure that Staff involved in the moving and handling of a Service User are suitably trained and that any requirement to assist someone is explicit, including the method and equipment used. If a moving and handling risk is identified, a request for re-assessment will be made by the Provider.

The Provider shall ensure that Staff providing direct care to Service Users are able to communicate with them competently in the Service User's own language, (including community languages and British Sign Language, where necessary). The Provider is required to support training in ESOL (English as a Second or Other Language), for Staff members who are not competent in speaking English. Where Service Users speak a language other than English the Provider must recruit Staff who speak that language.

20.4 Skills for Care – National Minimum Dataset for Social Care

The Provider must be registered with the Skills for Care National Minimum Dataset for Social Care (NMDS-SC) and the following three criteria must be met:

The Provider will complete a NMDS-SC organisational record and must update all of its organisational data at least once in the financial year

The Provider must fully complete individual NMDS-SC worker records for a minimum of 90% of its total workforce (this includes any staff who are not care-providing).

Individual records for staff which are included in the 90% calculation must be both fully completed and updated at least once in the financial year.

21.0 POLICIES AND PROCEDURES

As a Provider of services, and as an Employer, the Provider is governed by a complex range of legislative requirements, standards, guidance and codes of Practice. The Provider will meet these obligations. Some key Acts and Regulations are referred to in this Specification, this is not exhaustive and there are others that will apply to the Provider that have not been listed. As new legislation is introduced, or existing legislation is amended, this will be adhered to by the Provider.

The Provider will have written policies and procedures manual (or equivalent) covering all aspects of Service delivery that clearly outline the expectation of actions to be taken by members of Staff in all situations. Policies will be dated, regularly monitored, reviewed at least every 2 years and amended when required. The Provider will ensure that staff understand and have access to up to date copies of all relevant policies and process and codes of practice. All written policies, procedures and written records must be made available on request to an authorised representative of the Purchasing Authority. This will include as a minimum the areas outlined below:

- Code of conduct
- Accidents and incidents
- Moving and Handling including appropriate training
- Health and Safety – complying with all relevant health and safety legislation including the recording of incidents and maintaining appropriate records
- Holding Service User's keys
- Working with infectious diseases
- Medication/self-medication
- An Equal Opportunities policy, which applies to all Staff and Service Users
- Basic first aid training for Staff
- Dealing with suspected abuse
- Bullying and harassment
- Safeguarding adults and children including whistle blowing
- Complaints / Compliments / Comments

- Confidentiality
- Managing people's finances, including the acceptance of Gifts or Gratuities, Wills, Appointee ship and Power of Attorney. As a general guideline, dealing with Service User's finances must be kept to an absolute minimum.
- Service property and valuables.
- Gifts and gratuities
- Written procedures that incorporate the Food Safety Act 1990
- Failure to gain access
- Dealing with violence/behaviour that challenges/restraint
- Confidential/data protection/freedom of information act
- Exclusions
- Fire
- Recording of personal information
- Risk assessment and management
- Smoking
- Transport
- Service User and Carer Engagement
- Harassment Policy
- Disciplinary and grievance procedures
- Working with volunteers
- Financial Management
- Lone working
- Control of infection
- End of Life Care
- Working with the Registered Provider of Housing

This is not an exhaustive list and is only a sample of the procedures that will be required to operate the Services.

The Provider will meet the requirements associated with the Care Quality Commission (CQC) in particular, the Code of Conduct, Induction Programme and Health and Safety.

Staff must notify the Provider's Representative if they are unable to gain access to a Service User's accommodation. In such circumstances the Provider's representative will take appropriate action as per their written policies.

The Provider will have clear procedures for Staff to follow in case of a non-response or discovery of an accident to the Service User on arrival at the Service User's accommodation or other emergency situation (see also Incident Reporting procedure at Section 12).

22.0 SAFEGUARDING ADULTS AND CHILDREN

The Provider will provide clear written guidance for all Staff setting out measures to prevent all forms of abuse, which includes physical, psychological, financial, sexual abuse, discriminatory abuse and neglect to Service Users. The guidance must be in line with Purchasing Authority's Policies and Procedures.

The Provider's internal guidance will clearly define the roles and responsibilities of all Staff members in relation to safe-guarding adults and children. The Provider's internal guidance will set out the procedure for reporting and dealing with concerns, allegations and disclosures of abuse which identifies the role and involvement of Adult Social Care and external organisations, including the police. The Provider will act as an alerting agency in the first instance and therefore will not begin an investigation. A decision must be made by the Purchasing Authority in the screening process in relation to the Contractor as investigator.

The Provider will record details of all incidents or suspected incidents of abuse and the action to be taken and the written record must be available to the Purchasing Authority at all times. The Provider's records will demonstrate that the Provider's representative has checked that the necessary action has been taken.

23.0 SERVICE USERS FINANCE/PROPERTY

The Provider will have clear policies and procedures in place for Staff on the safe handling of money and property belonging to Service Users including

- Payment of bills
- Shopping
- Collection of pensions and banking
- Safeguarding the property of service users whilst undertaking support tasks
- Reporting the loss or damage to property whilst providing support

The Provider will ensure that Service Users are encouraged, enabled and empowered to manage their own financial affairs. The Provider's Staff will only handle Service Users finances if it is defined within the Care and Support Plan. The amount and purpose of all financial transactions undertaken on behalf of the Service User will be recorded appropriately on the visit record and signed and dated by the Staff member. Checks will be made periodically by senior members of Staff to oversee this.

Service user's money shall be kept separately from the care worker's personal money at all times. Service user's money must never be saved up and kept in a support worker's or Provider's bank account.

The Provider is required to have in place written guidance for staff which explicitly states that staff are not allowed to;

- Act as appointees;
- Involve themselves or members of their family, in the making of or benefitting from, Service User's wills or soliciting any other form of

bequest or legacy or acting as witness or executor or being involved in any way with any other legal document;

- Use loyalty cards except those belonging to the Service User;
- Make personal use of the Service User's property, e.g. Telephone;
- Borrow from or loan money to the customer;
- Receive money or any other gifts from the Service User
- Sell or dispose of goods belonging to the Service User
- Transport the Service User in the staff members personal transport, without previously confirming that they have suitable motor insurance, and that the vehicle is suitable to transport the Service User
- Sell goods or services to the Service User
- Incur a liability on behalf of the Service User
- Take responsibility for looking after any valuables on behalf of the Service User
- Take any unauthorised person (including Children) or pets into the Service User's home.

The Provider will ensure that no cash gratuities are accepted by Staff. The Provider will ensure that Staff have a written policy on the acceptance of gifts from a Service User, which will include a clear statement that cash cannot be accepted under any circumstances. Staff will not act as trustee nor assume Power of Attorney on behalf of a service user.

The Provider, Support Workers, other staff, or their families, must not become involved in any personal financial transaction with any service user, including sale or purchase of goods or services, borrowing or lending of money or goods except where charges directly relate to the service provided e.g. payment for meals/refreshments provided. Any such transactions will be fully recorded.

The Provider will have clear protocols in place in relation to entering and leaving the accommodation of Service Users. Keys will not be held by the Provider except in

exceptional circumstances. With the focus on dignity and respect, access arrangements will be agreed with the Service User

In the event of key holding being an essential requirement of the Service, the written consent of the Service User and/or their Carers and the approval of the Care Manager will be obtained by the Provider in advance. Wherever possible, access to keys should be through a key safe arrangement, with the permission of the landlord for the ECH scheme. The Provider will have adequate records and security covering such arrangements. Key holders will at all times be kept to a minimum. In the event of keys being misplaced by a Provider then this will be reported immediately to the Service User and arrangements made to change the locks at the Provider's expense with the necessary financial reimbursement made to the landlord for the ECH scheme.

Staff will assist the resident (where appropriate) in relation to maximising their entitlement to benefits and budget management.

Staff will not make personal use of the service user's property e.g. the telephone.

Staff will not involve the service user in gambling syndicates (e.g. national lottery, football pools etc.)

Staff will not incur a liability on behalf of a service user.

Staff will not take responsibility for looking after any valuables on behalf of a service users.

The Provider will have procedures in place to prevent staff from personal benefit when working with vulnerable people. This will be in the form of a documented risk assessment addressing the potential for personal benefit through abuse, e.g. in the provision of financial advice, Power of Attorney, handling resident's money, and the actions in place to minimise identified risks.

The Provider will have a policy and procedure for the investigation of allegations of financial irregularities and the involvement of the police, the Purchasing Authority and professional bodies.

Where a service user does not have the capacity to manage their financial affairs and there is no family to provide the support within the legal framework, the Provider will notify the Purchasing Authority who will ensure that the service user's finances are managed on their behalf. Where necessary, Purchasing Authority shall be responsible for determining, or arranging for the determination of, the mental capacity of a service user.

24.0 BEHAVIOUR THAT CHALLENGES SERVICES

Some service users may present behaviour that challenges services. The Provider will have a policy and procedures in place which describes what acceptable and unacceptable behaviour is and the policy and procedures should be understood and complied with by all staff. Staff will be made aware of these as part of their induction and will have regular training updates, minimum every two years.

Staff understand that the purpose of having a policy on behaviour that challenges services and that the importance of its successful implementation is partly to avoid the need for restraining measure and sanctions.

Where service user's may present behaviour that challenges services it is essential that a risk assessment is undertaken to be able to evaluate the potential for harm to service users and staff. This should be done in partnership with other agencies involved so a clear, consistent approach is adopted and a procedure set in place to respond to such behaviour, taking into account information in the service user's Care and Support Plan. All procedures should be listed in the service user's care and support Plan.

Service users, their carers where appropriate and the Purchasing Authority are provided with information by the Provider about how the Provider intends to manage behaviour that challenges the service. Information must be in an accessible format and language that everyone understands.

Staff will have an understanding of service user's emotional and physical needs. They will be aware of warning signs and "trigger" points which result in particular behaviour. Staff will have skills in anticipating, diverting or diffusing challenging incidents. Staff will have appropriate listening skills and be familiar with strategies which enable them to minimise challenging behaviour.

Staff are trained and supported by appropriately skilled professional staff when responding to behaviours that challenge e.g. psychiatrists.

25.0 RESTRAINT/PHYSICAL INTERVENTION

The Provider will have a policy and procedure in place about restraint and physical intervention and all staff will receive training on its implementation during induction. Staff will understand that restraint in this context means restricting someone's liberty, preventing them from doing something they want.

The Provider will have a pro-active approach to behaviour that challenges services which minimises the need for restraining measures. Support from appropriate professionals must be sought at the earliest opportunity.

The decision to use restraining measures should be a last resort and is only taken with the agreement of all relevant parties. E.g. Team Manager responsible for the service user and/or other appropriate professionals (e.g. psychiatrist), the Care Manager, the service user's representative/carer and where possible, the resident). The decision to use restraining measures should only be made when all other options have been considered.

The decision to use restraining measures must be recorded in the C Care and Support Plan, be supported by a full written Multi-Disciplinary Team risk assessment evaluating the risks and include:

- A review date for all restraining measures employed
- The need to be met, or the objective, of employing restraining measures
- The restraining measures to be employed (nature, frequency of application, duration etc.)

In employing any restraining measure the aim must be to obtain only the minimum amount of restraint necessary for the shortest amount of time. This should be evidenced in the risk assessment.

Staff may only employ restraining methods after they have received training from appropriately skilled professionals. Where the Provider considers employing restraining techniques they must ensure that any course/training they intend to provide to staff is undertaken with a specialist training provider.

The Provider will regularly check and monitor the use of restraining activity, and will inform the relevant Care Management Service, and service user's representative in writing within 1 working day when restraining measures have been employed that exceed that described within the service user's Care and Support Plan, or where restraint is not mentioned within a Care and Support Plan.

Wheelchair straps must only be used for postural support as detailed in a service user's Care and Support Plan and for safety reasons during transit only, not as a method of restraint.

The Provider will maintain a written record of all occasions where restraint is used and the record will be made available to the Purchasing Authority if required within 3 working days.

26.0 COMPLIMENTS, COMPLAINTS AND COMMENTS

Service users, their carers and advocates are confident that their complaints or concerns will be listened to, taken seriously and acted upon. The Provider will have a Compliments, Complaints and Comments Policy and Procedure regarding the Services provided that is well publicised and in an accessible format. The procedure will enable people with low literacy levels to make formal complaints without the need to write a letter. The Provider will make this procedure available to all Service Users and their family/Carers. The Provider will make clear that the Service User will not jeopardise their entitlement to Services by making a complaint. The Provider will also notify Service Users and their family / Carers of advocacy services that may also be able to support them with their concerns.

The Provider will ensure that the Service User is informed that they are entitled to complain directly to the Purchasing Authority.

The Provider's Policy will adhere to the Purchasing Authority's Complaints procedure. This information will be provided in the individual specification.

In addition, the Provider will:

- Have a written complaints procedure, which will include a role for a person who is independent of the organisation, as either an investigator or decision maker at an appeal stage.
- Bring this procedure to the attention of Service Users, their family and Carers. A copy of the complaints procedure will be provided to the Purchasing Authority.
- Ensure the policy sets out the arrangements for dealing with conflicts of interest.
- Attempt to resolve complaints by informal discussions with the Service User and their family/other carers/advocate where appropriate. If discussions fail to provide a solution satisfactory to both the Provider and the Service User, a full written report will be submitted to the Purchasing Authority who will designate a representative to investigate the complaint.
- Keep a complete record of all complaints made by Service Users or their representatives ensuring that Service User's files contain a copy of the complaint and the outcome which will be provided to the Purchasing Authority immediately on request.
- Ensure Service Users are aware that they can complain to the Purchasing Authority about the commissioned Services if they wish to do so

27.0 BUILDING SAFETY, SECURITY AND PHYSICAL ENVIRONMENT

The landlord shall ensure that the building is suitable for the purpose, that the building is properly maintained, and has the relevant certificates, licences and insurances as required which enable the service to operate. The Provider will establish formal written links with the landlord to raise issues and to assist with ensuring that:

- The grounds and outside of the environment are not identifiable in a way that stigmatises the people who attend but promotes integration and inclusion
- The premises are fully compliant with requirements under the Equalities Act 2010
- The premises comply with current fire regulations, health and safety requirements and environmental health regulations
- The building is well maintained and repairs are undertaken quickly.
- The provider has the necessary insurance for employees, public liability, building and contents.
- The premises are kept clean, hygienic, comfortable and warm
- All notices and signage will be in an appropriate format to meet the communication needs of individual service users.
- All appropriate security measures will be in place; any “locked door” policy must only be considered when all other measures have proved unsuccessful. This policy must be agreed by senior management and any appropriate regulatory body, and reviewed at least every 6 months.
- The design of the premises and fittings will help service users to maintain and increase their independence
- Provision is made for service user with a higher level of support needs of suitable equipment and assistive technology if required.
- The premises will comprise appropriate rooms/spaces for group and individual activities to be provided
- A range of recreational equipment will be available, and where practicable, full use will be made of the grounds around the buildings
- Service users are able to come and go and move around the premises freely, with arrangements in place for their safety and well-being, as identified in their individual Care and Support Plan.
- Where appropriate service users will be involved in the design and maintenance of the gardens or grounds.

28.0 HEALTH AND SAFETY

The Provider will ensure that systems and procedures are in place to comply with the requirements of Health and Safety Legislation. Copies of policies and procedures will be available to the local authority on request within 10 working days.

The Provider will have a comprehensive health and safety policy and written procedures for health and safety management defining:

- Individual and organisational responsibilities for health and safety matters
- Responsibilities and arrangements for risk assessment
- Arrangements to implement safe systems of work and to safeguard the welfare of service users, staff and others involved in the provision of support, taking into account the findings in risk assessments.
- Procedures to be followed when safe systems of work identified as necessary to safeguard the service users, staff and others involved in the provision of the service cannot be implemented
- Responsibility and procedure for reporting and investigating accidents and dangerous occurrences including those specified under RIDDOR for both service users and staff.
- Reporting procedure to follow when either a resident or member of staff has a known transmittable disease or infection.
- The provision and wearing of protection clothing.
- Content of training on health and safety to be given to support workers

Providers will also note the specific requirements with regards to manual handling. The format for moving and handling assessments is not prescribed by the Purchasing Authorities, but without prejudice to the generality of health requirements all assessments must conform to the guidance in the Manual Handling Operations Regulations 1992 as amended. To fulfil legal requirements assessments must:

- i. Take account of load, task, environment, and individual capacity
- ii. Identify the level of risk

- iii. Identify measures to avoid, or if not reduce the risk

The Provider will draw up a written moving and handling assessment for Staff assisting a Service User which will be dated and signed. This will be made available to all Staff members involved, and a copy left with the Service User in the home.

The Provider will ensure that assessment of risk is undertaken by suitably competent persons.

The Provider's representative must be able to demonstrate:

- i. A detailed knowledge of the Manual Handling Operations Regulations 1992 (as amended)
- ii. Knowledge of high risk manual handling activities.
- iii. The ability to make a systematic assessment of all factors affecting risk.
- iv. The ability to evaluate the magnitude of risk.
- v. Knowledge of a wide range of measures to effectively reduce risk.
- vi. The ability to provide clear written instructions.

The Provider's Staff must be able to demonstrate:

- i. Knowledge of the Manual Handling Operations Regulations 1992 (as amended), and how to report situations where there is a risk of injury.
- ii. Knowledge of how to avoid high risk manual handling operations, including an understanding of postural awareness and back care.
- iii. The ability to promote independence in mobility and transfers.
- iv. Competence in the particular techniques and safe use of equipment required by the assessment of an individual Service User.

The Provider will exercise reasonable care when using any equipment within the ECH scheme. The Provider will ensure that equipment appearing in any way faulty is not

used until it has been reported to, checked by and deemed safe by a qualified person from the appropriate service.

The Provider will inform the local authority within 3 working days if there are any incidents that necessitate the involvement of the Health and Safety Executive and CQC as required.

32.2 The Provider will have clear procedures regarding an emergency. All staff will be instructed in these emergency procedures. The Provider will ensure a competent person is on call and contactable at all times. The provider will inform the resident of the emergency procedures.

32.3 Any equipment used in connection with the provision of the service must be regularly maintained in accordance with the manufacturer's requirements.

32.4 The Provider will ensure that all organisational records relating to health and safety matters are accurate and kept up to date.

29.0 EQUALITIES

The Provider will meet the requirements of the Equality Act (2010).

The Provider's will ensure that the needs of the Purchasing Authorities diverse communities are met in delivering the Services. In doing this, the Provider will:

- Work with partner agencies to promote the Services to all diverse communities / groups within the local authority area of the individual service specification.
- Ensure that appropriate translation and interpretation services are available, where required; and ensure that the availability of these services is promoted.

- Ensure that an up to date and accurate description of the Services including eligibility criteria is available which is actively promoted.
- Employ accessible promotion and communication methods which engage and are appropriate to the needs of specific groups.
- Ensure that personal care is delivered in a culturally appropriate manner which promotes dignity.
- Ensure that under-represented groups within the Services are identified and develop an Equality and Diversity action plan to address under-representation.
- Conduct Equality Impact Assessments on any changes to Service delivery and policies.

30.0 PROTECTION OF SERVICE USERS HUMAN RIGHTS

The Provider will protect the Human Rights of Service Users as set out in The Human Rights Act 1998. The Provider and their Staff will ensure that they are aware of the following key areas of risk where the provision of personal care and support might compromise an individual's human rights:

Dignity and security:

- Physical wellbeing – including freedom from physical abuse or neglect, protection from pharmaceutical/medical abuse and sexual abuse
- Psychological and emotional wellbeing – including freedom from bullying and threats, or disrespectful treatment, and respect for cultural heritage and religion
- Financial security/security of possessions – including protection from financial abuse and, for those without mental capacity, decisions taken in one's best interests

Autonomy and choice:

- Self-determination – including the right to live as independently as possible, to make routine decisions and to be consulted about professional decisions
- Support for decision-making about care – including information and advice about options and being given meaningful choices

Privacy:

- Respect for privacy – including modesty when dressing/bathing and privacy when one's personal circumstances are discussed by others
- Respect for private correspondence – letters, phone calls, private documents

Social and civic participation:

- Maintaining relationships with friends and family
- Participation in community events, groups and associations, religious or non-religious activities
- Civic participation – including the right to vote in elections.

The Provider will familiarise themselves and comply with the Equality and Human Rights Commission's 2011 report "Close to Home".

More information about the Inquiry and its recommendations can be viewed at the following link: <http://www.equalityhumanrights.com/legal-and-policy/inquiries-and-assessments/inquiry-into-home-care-of-older-people>

31.0 ACCESS TO INFORMATION

The Provider will be required to sign a Data Sharing Contract with Purchasing Authority that will identify the roles and responsibilities of all parties.

The Provider will ensure that all information relating to Service Users is kept in confidence and only shared as necessary on a need to know basis in accordance with the Clauses in the Agreement.

However, the Provider will make available to the Purchasing Authority with 24 hours' notice all relevant information in an electronic format, i.e. scanned. This will include but is not limited to:

- Service Users Care Plans
- Service Users Support Plans
- Records of delivery of care and support to Service Users
- Staff training and employment records
- Staff rota's
- Records of Complaints

This list is not exhaustive and will include any other records or information that may be required to enable the Purchasing Authority to ensure the safety and wellbeing of Service Users and/or to ensure that the Services are being delivered in accordance with the Agreement.

The Provider will keep all Services Users' records in a secure place and treat them as confidential. The Provider will keep all records in a locked, fireproof filing cabinet. The Provider will grant access to electronic records only to authorised Staff by means of a password.

The Provider will ensure that the collection, storage and retention of Service User records meets the requirements of , General Data Protection Regulation 2016,

including ensuring that Service Users are aware of their right to know what information is held about them and how to request access to it.

32.0 RECORD KEEPING

The Provider will maintain all the records required for the protection of service users and the efficient running of the business for the requisite length of time. The requisite length of time may be defined in the individual specification, scheme contract document or through other legislative requirements.

Records will be secure, up to date and in good order and are constructed, maintained and used in accordance with the , General Data Protection Regulation 2016, and other statutory requirements and are kept for the requisite length of time.

Personal data may also be required to be supplied to the Purchasing Authority's information management staff for analysis purposes in order for the Purchasing Authority to fulfil its statutory duties and statistical reporting requirements. The supply of this information by the Provider and their staff falls within one or more proper purposes in the, General Data Protection Regulation 2016. This data must be provided within 10 working days.

Service Users or their representatives have access to their records and information held about them by the Provider and are facilitated in obtaining access when necessary.

33.0 RECORDS KEPT IN SERVICE USER'S HOMES:

Staff record the date and time of every visit, the support provided and any significant occurrence. Records will include:

- Assistance with medication
- Financial transactions undertaken

- Details of changes in the resident's circumstances, support needs, health condition etc.
- Any accident to the resident and/or support worker
- Any other untoward incidents
- Activities undertaken and any particular achievements
- Any information that will assist the next Support Worker to ensure consistency in the service provision.

Records will be factual, legible, signed and dated by the care worker and service user where possible / practicable and kept in a safe place as agreed with the service user. Where records are stored digitally these records will be accessible to the service user and Purchasing Authority using technology that is widely available and affordable.

Service users will be informed about what is written and will have access to it.

Where paper records are used they will be kept in the home for a minimum period of one month after which they will be retained by the Provider. Paper records will be available to the Purchasing Authority on request.

Where paper records are used Service Users will be encouraged to have these records kept in their home. Where a service user does not agree, the Provider will record this refusal on the personal file held by the Provider.

Where digital records are used Service User and their carers / families (where appropriate) will be encouraged to view these using appropriate widely available and affordable technology.

34.0 CONFIDENTIALITY & INFORMATION GOVERNANCE

The Provider will ensure that appropriate policies and procedures on confidentiality are in place and that staff are trained appropriately regarding their responsibilities. These policies shall apply equally to employed staff and volunteers.

The Provider will need to obtain information about individuals, this will usually be contained in the referral and care plan information, and the Provider must ensure that:

- The service user is provided with adequate information and support including being told why their information is being collected (privacy notice)
- The views of the service user are known before making decisions which affect them including gaining consent where appropriate
- Service Users are provided with choice and that they are able to participate in the decision-making processes
- The civil rights of service users are safeguarded and respected by others and that their legal rights and entitlements are observed
- Access and signposting to other services where appropriate and necessary is facilitated
- Their information is dealt with appropriately and securely by adequately trained staff

The Provider will record information about service users which includes both personal and sensitive personal information. Therefore the Provider must comply with all statutory legislation and legal obligations covering information governance, especially data protection and rights of confidentiality.

The Provider will ensure that all appropriate measures are taken to maintain resident's privacy in accordance with the, General Data Protection Regulation 2016, Freedom of Information Act 2000, The Mental Capacity Act 2005, and the data processing agreement. The Provider will have written policies concerning the management of information in accordance with, General Data Protection Regulation 2016.

Service users and their carers or representatives will be made aware of the need to hold records of their individual information and the appropriate processes for accessing the information. Records will be confidential and secure and access to them will only be permitted in controlled circumstances.

The Provider will ensure that permission is obtained, and recorded, from service users to share confidential information about them, unless there is existing legislation or guidance which states otherwise.

Service user will have the right to receive a copy of any information held about them in the Provider's files, provided that this does not breach third party or legislative guidelines.

Service users will be able to discuss their needs in confidence and privacy with a member of staff if they wish to.

Service users can be confident that staff will not speak publicly about them unless it has been agreed with the service user beforehand.

Discussions about a service user's personal care and other sensitive matters must be held in private.

Copies of the Providers policies and procedures on confidentiality, including the process for dealing with breaches of confidentiality, will be available to service users and their representatives if requested.

35.0 QUALITY ASSURANCE

The Provider will have a system in place to identify and put in place sustainable improvements in the quality of the service. The Provider will maintain an effective system for Quality Assurance based on the outcomes for service users, in which standard and indicators to be achieved are clearly defined and regularly monitored.

The Provider will:

- Maintain high standards of personal behaviour and job performance in carrying out the Services.
- Promote the Services in a manner consistent with the Purchasing Authority's Vision and Values.

- Ensure that they are operating working practices which comply with legislation relating to employment, equality of opportunity, health and safety at work and any other statutory provisions.
- Ensure that competent experienced and/or qualified Staff, as appropriate, are employed to carry out the tasks required in the Agreement.
- Ensure that they have in place their own quality assurance and control system which monitors their performance against the Specification.
- Participate in progress meetings as required by the Purchasing Authority to ensure the Service is appropriate and meets the requirements of this Specification and Agreement.
- Maintain sufficient records to evidence compliance with the specification. Records must include service user contact time, medication and a personal record monitoring progress against the Care and Support Plan, and staffing records. These records must be retained and kept up-to-date and made available on request for inspection by a nominated representative of the Purchasing Authority.

The Provider will co-operate with any quality reviews or compliance visits carried out by the Purchasing Authority.

36.0 OUTCOME AND PERFORMANCE MONITORING

The Purchasing Authorities are developing an outcome and performance monitoring framework which will be used across all services. Once developed the Provider will submit evidence to demonstrate how well the service has performed.

36.1 Outcomes Framework

The outcome monitoring framework is currently being developed and this section will therefore be subject to change. The Provider will not unreasonably object to the introduction of the outcome monitoring framework. The table below is illustrative of the type of information that will be requested, the frequency with which it will be

requested and the amount of time the Provider will have to collate the information before it is to be submitted.

Data	Method	Frequency of Reporting	Deadline for Reporting
Promoting Independence <ul style="list-style-type: none"> - Reduction in support packages 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.
Positive experience of care and support <ul style="list-style-type: none"> - Self-reported feeling of wellbeing - Number of people support to die at home (if this is their preferred place) 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.
Improve and maintain physical and mental health <ul style="list-style-type: none"> - Reduction in falls - Reduction in hospital admissions - Reduction in GP appointments - Self-reported feeling of wellbeing - Functional ability 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.
Protecting people from harm <ul style="list-style-type: none"> - Number of safeguarding alerts - Number of serious incidents 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.

Positive Contribution to Community <ul style="list-style-type: none"> - Participation in social activities - Number of service user led activities 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.
Economic Wellbeing <ul style="list-style-type: none"> - Benefit maximisation 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.

36.2 Performance Monitoring

The performance monitoring framework is currently being developed and this section will therefore be subject to change. The Provider will not unreasonably object to the introduction of the performance monitoring framework. The table below is illustrative of the type of information that will be requested, the frequency with which it will be requested and the amount of time the Provider will have to collate the information before it is to be submitted.

Data	Method	Frequency of Reporting	Deadline for Reporting
Incidents	Verbally as soon as possible following the incident. Written report via emailed to Purchasing	Ad hoc	As soon as possible following the Incident and in any event within 12 hours of the occurrence

	Authority within 12 hours.		of the incident
List of current service users <ul style="list-style-type: none"> - Name - Address - Commissioned hours (ASC) - Adjusted hours (where trusted assessor model is used) - Actual hours provided - Reason for variation in hours provided verses commissioned - Any requests for ASC involvement 	Excel spreadsheet emailed to Purchasing Authority	Monthly	15 th day of the following month
Safeguarding Alerts 1	Defined in individual spec	Ad hoc	As soon as possible following the concern.
Safeguarding Alerts 2 <ul style="list-style-type: none"> - Nature of safeguarding alert e.g. physical abuse - Stage of alert e.g. under investigation - Outcome of alert 	Word document emailed to Purchasing Authority	Monthly	15 th day of the following month
Unplanned Care <ul style="list-style-type: none"> - Number of falls in the service 	Excel spreadsheet emailed to Purchasing Authority	Monthly	15 th day of the following month

<ul style="list-style-type: none"> - Number of urinary tract infections - Number ambulance calls outs - Number of unplanned hospital admissions 			
Throughput <ul style="list-style-type: none"> - Number of new service users and previous location e.g. hospital - Number of people leaving the service, how long they have lived in ECG and destination e.g. nursing home 	Spreadsheet emailed to Purchasing Authority		
Complaints <ul style="list-style-type: none"> - Nature of complaint - Stage of Providers complaints process the complaint is at - Findings / Outcome of complaint 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the following month
Management Report <ul style="list-style-type: none"> - Top 3 presenting issues for Provider for the service - Service user feedback 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.
Summary of Social Activities <ul style="list-style-type: none"> - Description of activity - Who facilitated the activity 	Word document emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.

<ul style="list-style-type: none"> - How many people attended from the ECH scheme - How many people attended from the community 			
Workforce <ul style="list-style-type: none"> - Number of staff employed by type and home location e.g. care worker, Liverpool resident - Number of new staff by type - Number of staff leaving by type - Training matrix - Supervision and appraisal matrix - Disciplinarys, Grievances and Dismissals 	Spreadsheet emailed to Purchasing Authority	Quarterly	15 th day of the May, July, October, January.

37.0 CONTRACT MONITORING

The methods used and frequency of contract monitoring will be specified in the individual specifications.

38.0 SOCIAL VALUE

Provider will be expected to demonstrate how they add social value to Purchasing Authority and wider Liverpool City Region. The social value model applicable to the service will be specified in the individual specification.