

HOME CARE SERVICE SPECIFICATION

Definition of Terms

Term	Definitions
Accessible Information	Information that is presented in a way that meets everyone's communication needs. It can include, Easy Read, braille, audio, Makaton and Social Stories
Access Point (or successive contact point)	The single point of contact for people with care needs, their Carers and others in Brighton & Hove
Action Plan	A detailed strategy for managing a problem or potential problem
Actual hours	The number of care hours received by the service user
<i>Adam</i>	The provider of the SProc.net portal
Advocacy	Support to enable people to express what they want or need, understand their rights and options; prepare for and attend meetings, access services and decide what to do in difficult situations
Area	The administrative area of the Council and CCG
Agreed Fee (or "Fee")	Hourly rate for the provision of care agreed through the DPS procurement process. (The rate is to be applied pro rata).
Agreement	The documents governing the relationship between the Commissioners and the Provider : the Service Agreement the Provider Agreement including all schedules the Provider Entry Guide
Autistic Spectrum Condition	A lifelong developmental disability that affects how a person communicates with, and relates to, other people. It also affects how they make sense of the world around them.
Banked Hours	Care hours that can be banked and carried forward if the Actual hours provided are less than the Commissioned hours
BHCC (the Council)	Brighton & Hove City Council,"
B&H CCG	Brighton and Hove Clinical Commissioning Group
B&H CCG Duty Desk	The office managed (during office hours) by a registered nurse, who is responsible for processes associated with CHC. The B&H CHC Duty Desk is contactable on 01273 238755 or email Bhccg.dutynurse@nhs.net
Cancelled Visit	A planned visit from the Care Worker that has been terminated by the service user with at least 24 hours' notice
Care and Support Plan	A document which outlines how a service user's ongoing care and support needs will be met and which forms part of the Service Agreement
Care Matching Team - (or CMT)	The team managing the placement of Packages of Care with Providers
Carer	A family member or friend who informally provides unpaid care and support to a service user

Term	Definitions
Care Worker	A paid professional domiciliary careworker
Cessation Form	The notification form sent to the Council from the Provider when a service user has died or the Package has ended
CHC Nurse Assessor	A Registered Nurse who leads the completion of the assessment for eligibility for continuing healthcare
Client Contribution	The amount that the service user pays towards their home care service based on a Financial Assessment
CQC	The Care Quality Commission which is the regulatory body for home care agencies governing the provision of care services
Commissioned hours	The planned hours as assessed by the Assessment team/CHC duty desk to meet Eligible need
Commissioners	The Council and the CCG
Communication Passport	A booklet that supports service users, who cannot easily speak for themselves, to present information important to them in an accessible way
Contracted Providers	Providers who have satisfied the entry criteria and have been admitted to the DPS
Continuing Health Care (or CHC)	A package of ongoing care that is arranged and funded solely by the NHS where an individual has been assessed and found to have a 'primary health need' as set out in the National Framework for CHC
Direct Payment	A Direct Payment is when an individual or their main carer is given a cash payment instead of receiving the services identified as necessary and accounted for by the relevant authority. The person receiving the payment needs to either employ people to provide support or ask a service to organise this for them.
Deprivation of Liberty (or DoL) /Liberty Protection Safeguards(LPS)	The arrangements that are in place to meet a person's care needs, if they do not have capacity. Effectively the person is under 'continuous supervision and control and not free to leave'. To be lawful, the arrangements must be authorised through the Court of Protection. DoLS will be replaced with a new scheme called the Liberty Protection Safeguards (LPS). It is anticipated both schemes will run in parallel for a period to enable those subject to DoLS to be transferred to LPS in a managed way. Implementation is anticipated to take place in 2020
Duty of Candour	The duty of candour is a statutory (legal) duty to be open and honest with patients (or 'service users'), or their families, when something goes wrong that appears to have caused or could lead to significant harm in the future.
DWP	Department for Work and Pensions
Dynamic Purchasing System (or DPS)	The electronic procurement route used to award agreements for specific individual Packages of Care to Providers..
Easy Read	The presentation of text and pictures in an accessible, easy to understand format. It is often useful for people with learning disabilities
Eligible Social Care needs	A person who has been assessed by the Council under the Care Act 2014 as being in need of care and support from Adult Social Care.

Term	Definitions
Eligible Continuing Health Care needs	Anyone over 18 years of age assessed as having a Primary Health Need who may be entitled to CCG Continuing Health Care
Financial Assessment	A means test to see how much a service user needs to contribute towards the cost of their Social Care service
Full cost service user	A person with an assessed eligible care need whose assessed Client Contribution is higher than the cost of the care service provided
Health Action Plan	An accessible plan developed with a person with a learning disability that contains information about their health needs, ways they can stay healthy and help they can access
Home Care Forum	A quarterly meeting of Care providers that all Providers are expected to attend
Hospital Passport	An accessible document used to inform staff in a hospital about a person's health needs and information about the person e.g. how they communicate, things they like and dislike, people who are important to them.
Individual Service Fund (or ISF)	A Provider chosen by a service user to hold their assessed personal budget to spend on items to meet the agreed Outcomes in their Support Plan
Learning Disability	A significantly reduced ability to understand new or complex information, to learn new skills with a reduced ability to cope independently and where the onset of disability started before adulthood and has a lasting effect
Living Wage	The hourly rate paid to all Care Workers aged over 18 years as set by the Living Wage Foundation each year
Makaton	A language programme using signs and symbols to help people to communicate
Missed Visit	When a service user appears to be absent from their home when a care worker attends without prior notice having being given
Monitoring Meeting	Meeting between the Commissioners, or their delegates and the Provider
Money Handling Service	A contracted organisation that supports vulnerable people with their finances and associated issues
Multi-disciplinary team	A team made up of different professions with specialised skills and expertise
Non starting arrangement	When a Provider has accepted a Package of Care from CMT and undertaken a care assessment which the service user subsequently cancels before visits have commenced
Out of Hours service	Access Point Out Of Hours service is managed by Carelink Plus available after 5pm
Outcome Focussed	Care delivered to meet the goals and priorities agreed with the service user
Package of Care (PoC)	The provision of domiciliary support to an individual
Personal Health Budget	An amount of CCG money to support a service user's identified health and wellbeing needs, agreed between the service user and the CHC team
Private service user	A person who pays for their own care ie someone who does not have Eligible Social Care needs
Provider	An organisation that has been admitted to the DPS

Term	Definitions
Registered Manager	A senior member of the care team registered with the Care Quality Commission as the Provider Manager
Representative	A person who makes a decision for a service user if they lack capacity such as a Power of Attorney or Deputy
Responsible Assessment Officer	A care manger or social worker
Review (Care Review)	An assessment of care and support needs with the intention of making changes if necessary
Safeguarding Adults Review	A Safeguarding Adults Review (previously known as Serious Case Review) seeks to improve practice and inter-agency working following a serious incident
Self-funder	A person who has an assessed Eligible need and is responsible for payment for the services required to meet that need
Social Care Assessment team (Assessment team)	Council staff responsible for assessment and Reviews of service user's care and support needs
SProc.net	The system used to manage the DPS
Team leader	Home care supervisor
Team (members)	Care Workers, Team leaders and others working in a home care organisation
Telecare	Support and assistance provided at a distance using sensors, personal alarms and information and communication technology

1.0 Introduction

1.1 Brighton & Hove City Council ('the Council') and NHS Brighton and Hove Clinical Commissioning Group seek to commission high quality home care for those adults resident in the city of Brighton & Hove assessed as having Eligible Care needs.

1.2 This Specification sets out the generic services required. Individual service requirements for those in need of the Services will be set out in a Service Agreement which will incorporate this Specification

1.3 Providers must be willing to work with the Commissioners collaboratively to develop the service offering and accept necessary changes to the Specification in particular where there are changes to approved standards both nationally and locally, to contract compliance requirements, monitoring procedures and other policies and procedures where reasonably requested to address emerging priorities and to ensure best outcomes for service users.

1.4 The views of Providers, service users and their Carers will be taken into account in any Review of this Service Specification and accompanying Supplementary Service Specifications. Provider's views are welcomed at any time during the life of the Contract.

2.0 Standards

2.1 It is a requirement that all Providers are registered with the Care Quality Commission (CQC) (and any subsequent regulatory body) and maintain registration throughout the duration of the Contract. Providers must be familiar with the guidance published by the CQC as it impacts on the provision of Services and must strive to meet the highest standards in the delivery of the Services.

2.2 The Provider will as a minimum meet the CQC Fundamental Standards for Care Essential Standards of Quality and Safety (or any succeeding standards) as relevant to the Services. This Contract may require a Provider to exceed such standards, for the avoidance of doubt, in such cases the requirements of this Contract will prevail. It is a requirement that further to a CQC inspection the Provider must share their published CQC reports with the Commissioners on publication.

3.0 Outcome Focussed home care that maximises a service user's independence

3.1 Providers are required to deliver Outcome Focussed home care between the hours of 07:00 and 22.00 hours every day of the year as provided for in the Service User's Support Plan. This is care that is organised so as to meet the aims, aspirations and goals agreed with the service user. It is not traditional time and task based home care service. There will be blocks of hours, rather than a prescriptive daily provision. This gives greater flexibility to change the volume of care provided in any week to adjust to individual service user's needs or aspirations. It is important that service users are given opportunity to maximise their independence.

3.2 The following principles must apply to all contact between service users and their Care Workers

- Every person is respected as an individual and may require a different approach to care, support and communication
- Every person's dignity, privacy and independence is valued
- Every person's gender, sexual orientation, age, ability, race, religion, culture and lifestyle is acknowledged. This includes gender appropriate care such that for example women receiving personal care do not have to have their personal care provided by a male member of the team
- Every person's individuality and personal preferences are recognised
- Every person has the right to take risks in their lives as they choose
- Carers, are recognised as being expert care partners and people who have their own needs
- Protection is provided to people who need it, in a safe and caring environment

- All Care Workers are visitors in a service user's home and must act accordingly.

3.3 The Provider must endeavour to ensure:

- Service users have a strong sense of being in control of their services, and can determine how and when they are supported
- Service users have a regular Care Worker or small team of Care Workers who understand and have the skills and aptitude to meet their needs
- Care Workers are able to respond flexibly to a service user's fluctuating needs.

3.4 The Provider must deliver

- care that maximises a service user's skills and independence.
- Identifies tasks that service users are supported to do, rather than having them done for them.

4.0 Service Description: Overarching requirements

4.1 The care, assistance and support for individual service users will be identified in their Support Plan as those tasks most likely to meet their agreed Outcomes.

4.2 If a service user's needs change then the Support Plan must be changed to reflect this.

4.3 Adult Social Care Support can include physical assistance or prompting, together with supervision in connection with:

- eating or drinking
- toileting (including in relation to the process of menstruation)
- washing or bathing
- dressing
- oral care
- care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist)
- medication administration/prompting.

4.4 Adult Social Care Support identified in the Support Plan may also include cleaning and house care such as:

- cleaning the home, which may include vacuuming, sweeping, washing up, polishing, cleaning floors and windows, bathrooms, kitchens, toilets etc and general tidying, using appropriate domestic equipment and appliances as available
- making beds
- ensuring the home is warm
- disposing of household and personal rubbish including clinical waste and sharps
- cleaning areas used or fouled by pets
- assisting with the consequences of household emergencies, including liaison with local contractors
- washing clothes or household linens, including dirty linen, drying, necessary ironing, storage and simple mending.

4.5 Adult Social Care Support identified in the Care and Support Plan may also include practical and social support:

- assisting a service user to access community based services and social opportunities, including use of local transport
- assisting a service user to develop or maintain their own skills
- accompanying a service user to visit a GP or attend a hospital appointment
- accessing easy read and pictorial information to support GP and hospital appointments
- on behalf of the service user, shopping, collecting pensions, benefits or prescriptions, paying bills or other simple errands
- household administration and dealing with correspondence

- care task may include a Care Worker spending time talking to, relating with, and understanding the life of a service user
- assisting a service user at home or in the community in order to support an unpaid Carer to have a break from their caring responsibilities.

4.6 The Provider must ensure that the team has an understanding of equipment and technology (including Telecare) that could benefit service users to maintain or improve their independence. They must also signpost service users for referral for such equipment if appropriate. Consideration must be given to equipment needs during the Referral process and at each Review.

4.7 Medication visits may be included within the Care and Support Plan and Providers will assist the service user to take prescribed medication in accordance with CQC guidance on medication and agreed protocols such as the Council/NHS Medication Guidelines for People Living in the Community. See [Appendix 1](#). Tasks exclude nursing care.

4.8 Packages of Care

4.8.1 The placement of PoCs through the DPS will be managed by the Care Matching Team (CMT) or successor service. Adult Social Care PoC will reflect a number of different service user groups, e.g. those with mental health needs, older people and those with a Learning Disability.

5.0 **Partnership Working**

5.1 Partnerships

5.1.1 Commissioners wish to work in partnership with Providers in enabling the delivery of a high quality of home care to service users. Providers are actively encouraged to work in partnership with each other, subject to sub-contracting and assignment clauses detailed in the Terms and Conditions of the Contract. The Key Performance Indicators (KPIs) relate to the Provider, both benefits and risks of sub-contracting lie with them.

5.1.2 Providers must work collaboratively with all other parties involved in any joint delivery of care and support to service users. This includes other agencies, informal Carers and personal assistants.

5.1.3 Providers are advised of the expectation that they will work with community health providers and Adult Social Care to assist in establishing new methods of work e.g. Discharge to Assess / closer co-operation with Sheltered Housing providers.

5.1.4

5.1.5 Providers will be required to work collaboratively with Social Care Assessment teams and/or the CCG. This includes monitoring and reviewing how service user outcomes are being met. It is expected that the number of joint visits may increase over the life of the contract.

5.1.6 The respective roles of the Provider, the CCG, the Assessment Team, and others, in relation to partnership working will be reviewed and redefined as appropriate during the life of the DPS. .

5.2 Promoting social inclusion and reducing social isolation

5.2.1 Providers are required to be aware of work going on in their local areas via City Wide Connect (or any successor project); being a partnership approach establishing a city wide infrastructure of independent, voluntary and statutory sector providers to join up services for vulnerable adults across the community. This includes familiarisation with the website set up to support the project:” [its-local-actually](#)”

5.3 Joint Manual Handling Protocol

5.3.1 Where a service user’s care provision involves manual handling that is delivered jointly with third parties, the Provider must follow the Joint Manual Handling Protocol. See [Appendix 2](#).

5.4 Meetings

5.4.1 Providers will be expected to attend the following meetings as part of this Contract Agreement and for no additional Fee:

- Care Reviews up to a maximum of 4 times a year.
- Home care Forum quarterly meetings

5.5 Local and Head office

5.5.1 Where a Provider has an administrative centre apart from a local office or local hub both centres of operation must be fully briefed on issues affecting the delivery of care locally. A joined up, comprehensive and effective service must provide good quality care and deliver the specified Outcomes to service users.

6.0 **Training**

6.1 The Provider must support the care team to undertake the Care Certificate and other training as required by CQC Essential Standards as recommended by Skills for Care.

6.2 The Provider must support the transfer of learning when an employee leaves their employment by providing evidence, certificates and learning reference where relevant to the new employer. For NHS CHC packages of care, additional training for clinical tasks may be required. The provider must provide evidence of training completed and competency sign off.

6.3 The Provider must pay the Care Workers time for attending training.

6.4 The Provider must not pass on Council course non-attendance fees to the Care Worker.

6.5 The Provider must support the team to undertake training that will enable them to support service users with specific needs e.g. Learning Disabilities, Autistic Spectrum Condition, Dementia as required.

7.0 **Private / Full cost, Direct Payments, Personal Health Budgets and Individual Service Funds (Adult Social Care Only)**

7.1 Private funders

7.1.1 Service users who contact the Provider directly (ie people who are not referred by the Council) can be charged at the Provider's private rate and are not subject to this Contract.

7.1.2 If a service user is assessed and does not have an Eligible care need, they will not be funded by the Council, but may approach a Provider as a Private service user. If they wish to arrange their services independently, Commissioners will provide details of the Contracted Providers.

7.2 Private funders who do not pay

A Private user is responsible for paying the Provider for the cost of their care service. The Provider's private rate may be different to the Agreed rate.

7.3 Full cost service users

7.3.1 A Full cost service user has an assessed Eligible care need and has to pay for their care service because their assessed contribution is higher than the cost of care package that has been commissioned.

7.4 Direct Payments and Personal Health Budgets

7.4.1 Where a service user chooses a Direct Payment to purchase home care they will be provided with the list of Contracted Providers. The service user may then contact the Provider of their choice directly.

7.4.2 If an Eligible Full cost service user or Direct Payment service user requests assistance to procure home care the Responsible Assessment Officer will refer them to the CMT.

7.4.3 If a service user receives a Direct Payment for care provided by a care agency (not to pay an employed personal assistant/Carer), this will be paid to the service user at the Council's core rate for

home care. The service user can choose which Provider will provide the care service. The Provider will charge the service user for care provided at the Council's core rate.

7.4.4 Health Commissioners are working on a separate contract for service users who wish to have a Personal Health Budget. 7.5 Individual Service Funds (ISFs)

7.5.1 ISFs are managed accounts held by a third party (eg a home care Provider) with support provided in line with the service user's Eligible needs. They offer an alternative to Direct Payments. Commissioners are developing ISFs and rollout will take place throughout the lifetime of this Contract.

7.5.2 Providers will be asked if they wish to operate ISFs. Service users will be asked (and supported) to choose a Provider from the list of agreed Providers. A Provider will then hold the Eligible service user's assessed personal budget to spend on items to fulfil their agreed Care and Support Plan. The Provider may deliver some aspects of the Care and Support Plan and outsource others. Hours may be banked and flexed to suit needs.

8.0 Provision of Services

8.1 The responsibility for the day to day running of the home care service lies with the Registered Manager and their branch team. If the Registered Manager is absent for any period of time over and above agreed annual leave, the Provider must confirm with Commissioners who will act as the responsible individual for the service. It is expected that there will not be gaps where there is no Registered Manager in place or that the position is very actively being filled.

8.2 The Provider and service user will agree a weekly schedule which meets a Service User's Outcomes. Visits should not be less than 15 minutes.

8.3 The Provider must ensure that each home care visit commences within 20 minutes of the time agreed with the service user.

8.4 The Provider must supply the service user with a weekly schedule to indicate which Care Worker will be coming and the times of the visits. Any changes to Care Workers at short notice due to unplanned absence, such as sickness must be communicated to the service user so that they are aware that a different Care Worker will be supporting them.

8.5 Where a visit is 'time critical' (e.g. when medication must be administered at a certain time) the Provider must ensure that the required systems are updated. Providers must monitor to ensure that the visit is delivered within the required time frame.

8.6 In the event of a citywide or wider emergency the Provider will make every effort to continue the provision of the services under this Contract. They must work in partnership with other care providers. Depending upon the nature of the emergency however, if the Provider is unable to continue the provision of the services, in consultation with Commissioners, they should act in accordance with the provisions of the Force Majeure noted in the Terms and Conditions of this Contract.

8.7 The Provider must inform Commissioners as soon as possible of any significant incident involving a service user or member of the team. Such incidents may include reportable incidents or accidents under the Health and Safety Executive's RIDDOR procedures, or alleged gross misconduct by a member of the team, or similar.

8.8 The Provider will complete and return the Cessation Form within one week if the service user has died or their care service has ended. See [Appendix 5](#). The Provider must also close the service user on SProc.net. This will allow the care package to be closed on Carefirst and reduce the Council's budgetary commitment.

9.0 The Placement Process

9.1 Publically funded service users who have Eligible home care needs will be informed of their indicative budget, and will be given the option of:

- The Council to purchase their support
- A Direct Payment to purchase support / Personal Health Budget
- Or a combination of the above

Where a service user chooses the Council to purchase their support but does not express a preference for a specific Provider, CMT will make arrangements for this.

9.2 Where a publically funded person has Eligible needs and a clear preference(s) for a particular contracted Provider(s) then the CMT will send a referral to their chosen Provider(s) in order of preference. This arrangement falls outside of the arrangements for the DPS.

9.3 In circumstances where the service user has no preference of Provider, CMT will arrange the sourcing of an appropriate Provider, utilising the DPS where appropriate.

9.5 If a Provider believes that a service user has needs that fall outside the scope of the Services, this must be raised with the CMT at the earliest opportunity.

10.0 Care and Support Planning

10.1 A Care and Support Plan detailing how Outcomes for the service user will be met, must be written by the Provider and the service user in an accessible format appropriate to the service user's communication needs e.g. Easy Read, Makaton, Social Stories. The Provider and service user will agree a weekly schedule which meets these Outcomes.

10.2 The Provider must involve the service user/Carer in all decisions connected with their care provision. Care provided must facilitate and promote independence wherever possible through adoption of an enabling approach. It must include supporting the service user to manage personal risks through the use of effective risk assessment.

10.3 If a service user has substantial difficulty in being involved in their Care and Support Planning and has no Carer, relative or friend to support them the Provider should refer the Service user to the advocacy service: <http://www.brighton-hove.gov.uk/content/social-care/your-care-and-support/advocacy>

10.4 Providers have a statutory duty to comply with a Duty of Candour. They must be open with service users about their care and treatment, including information when things go wrong. Providers must have a procedure in place and Care Workers must be trained with regard to Duty of Candour.

10.5 When health or wellbeing concerns arise, the Provider must ensure prompt referral or facilitation of referral to appropriate resources. The Provider must ensure that whenever a service user is found by a member of the team to be in need of emergency medical care, the Accident and Emergency Services are contacted immediately.

10.6 Care and Support planning for adults with learning disabilities and / or an Autistic Spectrum condition may include developing, or contributing to, a Hospital Passport, a Health Action Plan or a Communication Passport.

Variation process

10.7.1 There may be occasions where it becomes apparent that there is a need to Review the number of hours of support provided to a service user, or for the addition of a specific task(s) to alleviate risk arising from changing needs.

10.7.2 If there are no Banked Hours available (see Section 10.11), a Council Variation form (see [Appendix 3](#)) must be completed by the Provider and sent to CASAdmin@brighton-hove.gov.uk . Providers must also complete a variation request as per the following link <https://www.brighton-hove.gov.uk/content/social-care/access-point-professional/get-social-care-help-a-client-or-carer-professionals>

10.8 Missed Visit

10.8.1 A Missed Visit is when the service user cancels the care visit with less than 24 hours' notice or is absent at the agreed scheduled time without notifying the Provider. Missed Visits will be paid for the duration of the scheduled visit, up to a maximum of one hour.

The Provider must notify the Access Point within 24 hours. The Provider must separately notify the Council / CHC duty desk where there are a succession of Missed Visits in any one 24 hour period relating to the same service. A series of Missed Visits will lead to a Review. The Provider is required to make enquiries to ascertain the reason for the Missed Visit and action appropriately eg if the Service User is in hospital not to schedule visits for the period of hospitalisation.

10.8.2 Where the Council / CHC pays the Provider for Missed Visits, the service user may be charged in accordance with their Financial Assessment.

10.8.2 All missed visits must be documented and evidenced.

10.9 Cancelled Visit

10.9.1 A Cancelled Visit is where the service user or their Representative has notified the Provider with more than 24 hour's notice that the visit is not required. No payment will be made to the Provider for a Cancelled Visit.

10.10 Non starting arrangements

10.10.1 Compensation will be paid for Non starting arrangements. A Non starting arrangement is defined as when a Provider has accepted a PoC from CMT and undertaken an initial visit but the service user then cancels the service before it begins.

10.10.2 A Non starting arrangement will be paid for one hour at the Agreed Fee in the following circumstances:

- A service user has decided they do not want the service but there was no alert from the Council to the Provider before the initial visit took place
- The service user's needs as identified on the Care and Support Plan could not meet the risk identified by the Provider e.g. one Care Worker requested but the Provider identifies that two Care Workers are needed. When this occurs the Provider must promptly notify the Council's Access Point by phone and follow up with an email. They must also be able produce evidence that the visit took place if required to do so and should log the Non starting visit. .

10.11 Banked Hours

10.11.1 If a Council funded service user has fluctuating care and support needs then the levels of care and support to meet their Outcomes can vary. The service user and Provider can agree to vary the number of care hours in a specific week. Commissioned hours are the planned hours as assessed by the Assessment team to meet Eligible need. This means that if a service user has less than their Commissioned hours in a week, they can bank the difference between the Actual hours received and the Commissioned hours. A service user can then use the Banked Hours to have more than the Commissioned hours in another week.

Service Users in receipt of CHC packages will not be able to bank hours.

10.11.2 Banked Hours must only be used to meet needs identified on a service user's Care and Support plan.

10.11.3 A maximum tolerance of 10% of the total weekly Commissioned hours can be banked at any one time. Banked Hours must be used within a rolling (ie the previous) four week period, unless reasons to carry forward additional hours are noted on the Care and Support Plan. When a Package finishes, any Banked Hours cannot be carried forward.

10.11.4 The Provider will be paid for the Actual care hours provided.

10.11.5 If a Variation is required, Banked Hours must be considered before agreement is reached. A Variation will still need to be requested if the hours required are above the Commissioned hours on an on-going basis or when there are no Banked hours.

11.0 Continuity/consistency of staff

11.1 The Provider will make every effort to ensure consistency of service to all service users/Carers.

11.2 The Provider will restrict the number of Care Workers in order to:

- ensure that the Care Workers are familiar with the Outcomes of a service user's Care and Support Plan and how to achieve these
- to build rapport and trust between the service user and the Care Workers and ensure continuity of practice
- to effectively monitor the progress of the service user
- prevent the service user from having to give the same information to more Care Workers than necessary
- minimise the risk of confusion
- minimise the number of people holding confidential information.

11.3 The Provider must ensure that a sufficient team of Care Workers is available to ensure the consistency of the service wherever possible during Care Worker's holidays or absences. It is the Provider's responsibility to be able to respond to fluctuating demand

11.4 Care Workers must not be accompanied in their duties by any relative, friend or other third party who is not a member of the service Provider's team. In cases where assistance is required, it is the responsibility of the Provider.

12.0 Transfers home from hospital for existing service users

12.1 When a service user is admitted to hospital there must be good communication between the hospital and Provider and this communication should be recorded by both parties. The Provider must seek to keep the case open for at least two weeks (an intermission) unless it is clear that the service user will not be transferred home within this period. An intermission should be placed on the Service User's record . Wherever possible the same level of service should be resumed when the service user transfers home. It is expected this service could continue with 24 hours' notice. Non Starting arrangements are applicable should the package not start as scheduled see Section 10.10

Providers of CHC packages of care will be expected to keep a case open for a maximum period of six weeks following hospital admission.

12.2 When a service user is admitted to hospital there must be good communication between the hospital and Provider and this communication should be recorded by both parties. The Provider must seek to keep the case open for at least two weeks unless (an intermission)until is clear that the service user will not be transferred home within this period. An intermission should be placed on the Service User's record. Wherever possible the same level of service should be resumed when the service user transfers home. It is expected this service could continue with 24 hours' notice. Non Starting arrangements are applicable should the package not start as scheduled see Section 10.10.

12.2 Before closing the case and permanently reassigning Care Workers the Provider must contact the hospital and confirm that the service user is not likely to be fit to transfer home in the near future. A record of the communication must be made. Tthe Provider must notify the Continuing Health Team by email BHCCG.nhsfundedcareteam@nhs.net

12.3 There may be a need to temporarily vary the support required to facilitate a hospital discharge. The hospital must confirm the nature of the additional support required in writing a copy of

which must be sent to the Commissioning and Performance Administration Team.. The Provider must complete the Variation process noted in section 10.7 Variations of CHC packages will be agreed through the CHC duty desk.

12.4 If a service user's needs have changed substantially, or they have been in hospital for longer than two weeks, the hospital will need to arrange for a reassessment of needs from the hospital social work team or CHC team, prior to transfer home. It will then be the social work team or CHC's responsibility to consult the service user/Carer to arrange a new Care Package via the CMT.

12.5 If a service user's needs have changed and the Provider identifies that the service user now has substantial difficulty in being involved in the decision making process and does not have an appropriate individual (Carer, relative or friend) to support them the Provider must inform the relevant assessment team who will refer for an independent advocate.

12.6 The Provider must complete and return the Cessation Form once it has been confirmed that the service user will not return home within two weeks. See Appendix 5.

13.0 Safety and security

13.1 Safeguarding

13.1.2 It is the Provider's responsibility to ensure that all Care Workers have a good working knowledge and awareness of the Sussex Safeguarding Adults Policy and Procedure, and the Sussex Child Protection and Safeguarding procedures. [https://sussexsafeguardingadults.procedures.org.uk/When an individual is funded by the NHS CHC team it is expected that the provider will meet the requirements of the Quality and Safeguarding assessments within the NHS Standard contract. Providers may be asked to produce evidence of compliance](https://sussexsafeguardingadults.procedures.org.uk/When%20an%20individual%20is%20funded%20by%20the%20NHS%20CHC%20team%20it%20is%20expected%20that%20the%20provider%20will%20meet%20the%20requirements%20of%20the%20Quality%20and%20Safeguarding%20assessments%20within%20the%20NHS%20Standard%20contract.%20Providers%20may%20be%20asked%20to%20produce%20evidence%20of%20compliance)

13.1.3 In the event that the Provider is part of a Safeguarding Adults Review they must co-operate fully with the Safeguarding Adults Board requests for information and documentation that are made as part of the process.

13.2 Deprivation of Liberty

Any Deprivation of Liberty within a domestic setting must be authorised through the Court of Protection, unlike deprivation within a residential, nursing or hospital setting which must be authorised through the Deprivation of Liberty Safeguards. However, the Deprivation of Liberty Safeguards Code of Practice provides guidance which is also relevant to Providers in domestic settings for example regarding identifying a potential deprivation and minimising restrictions. Further information is available from the Commissioning and Performance Admin team Commissioning.Partnership@brighton-hove.gov.uk Telephone: 01273 295093.

13.3 Restrictive Practice

13.3.1 A person centred approach to the assessment and management of risk is crucial to achieving a balance between supporting people to live their chosen lifestyle whilst maintaining the person's rights. Any decisions should be made as part of a multi-disciplinary process. The introduction of any Restrictive Practice must comply with the BHCC Restrictive Practices Policy and Mental Capacity Act 2005, and must be for the minimum amount of time possible.

13.3.2 The Care Act 2014 statutory guidance has given Local Authorities a new duty to scrutinise planned Restrictive Practices when the person has been assessed to lack capacity to consent to them and these must be documented and reported to a social worker to agree (Care and Support Act 2014 Statutory guidance p180-182). BHCC has provided guidance for Providers in relation to this requirement which is to be used for all service users where there is a potential for Restrictive Practice. Further copies of this and the Restrictive Practices Policy are available from the Commissioning and Performance Admin team Commissioning.Partnership@brighton-hove.gov.uk Telephone: 01273 295093.

13.4 Confidentiality

13.4.1 The Provider must ensure that Staff understand the importance of maintaining confidentiality and that appropriate security measures are in place to ensure compliance with Data Protection requirements. The Provider will ensure Staff members receive training in relation to information sharing and confidentiality which is regularly updated and refreshed. Details of training will be provided to the Commissioners on request.

13.4.2 The Provider must ensure that Care Workers do not give their home telephone number to service users and that they do not visit service users/Carers outside of the specified task including social visits within or outside of their working hours.

13.4.3 The Provider must have a policy that includes usage of social media. They must ensure that Care Workers do not use social networking sites for communications with service users or Carers and ensure that they maintain service users confidentiality at all times.

13.5.4 All care worker should receive training on their responsibilities under the Data Protection Legislation.

13.5 Identification and Professional Carers Badge

13.5.1 The Provider must ensure that Care Workers carry, and display on request appropriate identification, including a photograph, and no smaller than 4.5 cm x 3.5 cm. This identification should always be displayed whenever a service user/Carer is visited. A mechanism to withdraw identification cards from a Care Worker on their termination of employment must be in place and provided to the Council on request.

13.5.2 Providers may apply for a Professional Carers Badge via the Council's Parking department, subject to the Terms and Conditions detailed in the application process on the Council's website.

13.6 Handling money

13.6.1 Care Workers must only handle money on behalf of service users when these tasks are clearly included in the Care and Support Plan (e.g. shopping or pension collection). Clear procedures must be consistently followed to protect both the service user and the Care Worker. As a minimum these will include use of receipt books to record amounts of money received by the Care Worker, details of goods purchased or bills paid and the relevant receipts, confirmation that the goods, receipts, and change has been given to the service user. The service user and Care Worker should sign to confirm these transactions and any alterations must also be clearly visible and signed by both parties.

13.6.2 On occasion agreements may be made to hold service user's money on their behalf. This is usually as part of an agreement with a Money Handling Service. A financial agreement must be in place and this must be specified in the service user's Care and Support Plan.

13.6.3 If handling money is identified within a Care and Support Plan a Care Worker must only act as an 'agent' for the service user and must never become an appointee or become responsible for the financial affairs of the service user.. The Provider must ensure that all Team members are aware of the professional boundaries of their roles and that they should not act as a witness for the service user in connection with their will or any other legal document.

13.6.4 The Provider must ensure that all Team members are aware that they must not, under any circumstances, borrow money from or lend money to a service user or Carer.

13.7 Use of drugs and alcohol

13.7.1 It is the responsibility of the Provider to ensure that Care Workers do not smoke or consume alcohol whilst on duty in a service user's home. Care Workers must be free from the effects of alcohol/drugs during working hours. Drugs include both illegal and legal medication that affects a Care Worker's ability to carry out their duties in a safe and professional manner.

14.0 **Equipment**

14.1 All household equipment belonging to the service user and used by the Provider's team must be maintained in a safe condition at the service user's expense. Equipment that appears to be faulty must not be used until it has been checked, and if necessary repaired, by a qualified person.

14.2 Providers must ensure that Team members are appropriately trained to use specialist equipment such as hoists or assistive technology. Care Workers must check before using equipment that it is in good order. Where it appears to be faulty the equipment should not be used and this must be reported immediately to the relevant team or practitioner to arrange for a qualified person to repair or replace the equipment.

14.3 The Provider must ensure that all Care Workers are made aware that when their working environment is within the service user's home that this should be respected as such. The personal use by Care Workers of the service user's/Carer's appliances (e.g. telephones, televisions etc) must only be with the prior consent of the service user/Carer or as a direct consequence of the provision of the home care service. Care workers must not make arrangements to receive personal calls on a service user's phone. In the event that use of the service user's phone is required for ECM purposes, Care Workers should discuss this with service users in advance.

14.4 It is the responsibility of the Provider to ensure Care Workers are issued with appropriate equipment and protective clothing to carry out the tasks within this Contract. The type of clothing must have regard to the need to maintain the dignity and self-respect of the service user.

14.5 In the event that the Care Worker is responsible for damage/loss, the Provider shall be responsible for compensating the service user.

15.0 Care Reviews

15.1 Social Care Reviews will be requested by the Responsible Assessment Officer and will be held within a reasonable time from the commencement of the PoC. Thereafter, Social Care Reviews will be held as often as the Responsible Assessment Officer deems necessary, or as requested by the service user or Provider.

15.2 A change of service user's needs may trigger a Care Review. If/when a service user or Provider requests a Review the Assessment team has 10 calendar days in which to acknowledge the request.

15.3 It is expected that the home care Team leader will represent the Provider at Care Reviews up to a maximum of 4 times a year per service user.

15.4 Participants in a Review including the service user may invite others to attend by agreement. Consideration will be given to ensure convenience and adequate notice for all participants wherever possible.

15.5 If the Provider identifies that the service user has substantial difficulty in being involved in the decision making process and does not have an appropriate individual (Carer, relative or friend) to support them the Provider must inform the relevant assessment team who will refer for an independent advocate.

15.6 The service user's Care and Support Plan will be amended by the Responsible Assessment Officer or another member of the Multi-disciplinary team, as appropriate following the Review.

15.7 The Provider will be expected to contribute to Review planning by Assessment teams. This may include completing feedback forms to assist with Assessment team Review planning scheduling. Over the life of the Contract providers may be expected to support service users complete self-Reviews of their Care and Support Plans.

16.0 Complaints

16.1 The Provider will have a written Complaints Procedure, made available and explained to the Team. Service users and Carers must have access to a copy of the Complaints Procedure in an accessible form. Use of the procedure must take into account of any disabilities or communication difficulties service users may have. A copy of the policy will be produced to the Commissioners for review upon request.

16.2 The Complaints Procedure will make clear that those who remain dissatisfied with the Service may also access the Council's Adult Social Care procedures. It will also provide information about how to make a complaint to the Local Government Ombudsman. The Provider will show evidence of promoting a culture among their staff of welcoming comments and involvement from service users, Carers, friends and family. For complaints in relation to CHC packages of care contact bhccg.complaints@nhs.net

17.0 Contract management

17.1. The first point of Council contact for the Provider is the Commissioning and Performance Admin team ASC Admin ASCAdmin@brighton-hove.gov.uk telephone 01273 295093. Overall responsibility for the Contract rests with the Commissioners.

17.2 The Registered Manager is the Council's link with the Provider. The Registered Manager will be identified to the Council before the start of the Contract. The Council must be notified of any change in Registered Manager as soon as possible and within seven days.

18.0 Monitoring

18.1. The Commissioners must ensure that every service user receives a service that meets the requirements of this Contract and where possible exceeds these requirements. This will be monitored to ensure a quality service is delivered, best practice is spread across the sector and continuous improvement of services is maintained.

18.2 The Provider shall:

18.2.1 implement and maintain a robust and auditable system to enable the Council to monitor the performance of the Provider. The Provider, utilising such a system, shall supply the Council with accurate data regarding the actual delivery of ordered hours to the Service User(s). The Council will utilise such data for the purpose of charging/statements for Service Users and for payment / reconciliation of payment to Providers.

18.2.2 have in place a robust quality assurance system to audit and monitor their individual performances taking into account a range of feedback including Reviews, compliments, complaints, resident and other stakeholder feedback. This should be used to inform Reviews and practice in general.

18.3 Providers must respond promptly (within five days) to requests for information and make available on request all documentary evidence or provide access to that evidence. This includes data stored electronically (including cloud based storage systems).

18.4 Commissioners and/or their delegates will be permitted entry by the Provider at the offices of the Provider during working hours without prior notice for the purposes of monitoring and auditing the Provider's compliance with the Contract. The Provider will permit the Commissioners and/or their delegates' access to all records for the purposes of monitoring compliance with the Contract and will facilitate interviews with any member of the office or Care Worker team if requested.

18.5 The Provider may be asked to provide a monthly confirmation of the lowest hourly rate that they paid to a Carer when they are sent the acknowledgment of the monthly KPIs. This will be checked against the Terms and Conditions in the Care Worker's file and pay slips at quality audits or contract monitoring meeting. In addition, Providers must be able to evidence that Care Workers are paid for time spent travelling between calls and that reasonable travel expenses are reimbursed. Travel costs (time and mileage) for Care Workers in the course of their duties must be incorporated into the Agreed Fee

paid to the Provider by the Council - Providers applying for work via the DPS will be required to incorporate these costs into their own pricing proposals.

18.6 The Provider must co-operate with monitoring activities undertaken by Commissioners in relation to the Contract. Annual commissioning meetings will be held between the Provider and the Commissioner. These will be used to discuss performance and agree future service priorities. Commissioners reserve the right to vary the frequency of Contract monitoring meetings.

18.7 Commissioners reserve the right to share anonymised information gathered through the lay assessor interview process with other authorised parties; including Healthwatch.

18.8 Failure to meet standards

18.8.1 Where a Provider fails to meet the standards specified in this Contract the Commissioners will seek to address the shortcomings positively, fairly and robustly with the Provider. This includes failure to meet requirements on quality or KPIs.

18.8.2 The Monitoring Flowcharts outline the Monitoring processes.

18.8.3 There are separate processes for monitoring KPIs and Quality information see [Appendix 4a](#) and [Appendix 4b](#).

18.8.4 With regard to KPI targets suspension of PoCs can occur if targets are missed four times or more in a rolling six month period. Not all steps are mandatory and timescales between steps will vary dependent on severity of issues. An Action Plan will automatically be requested after two consecutive months of failure.

18.8.5 This Contract Agreement may be terminated in whole or part where appropriate. The Provider may be suspended from taking on new work pending the preparation and implementation of an Action Plan designed to remedy the failure and improve the service.

18.8.6 If CQC rate a Provider as 'Inadequate' the service will be suspended. This means that Referrals from the Council will stop. An Action Plan will be put into place designed to remedy the failure and improve the service. If/when a Provider is suspended, the Council/ reserve the right to amend the Referral process, including utilising other providers in the affected area and the DPS.

18.9 Publicising Quality and KPIs

18.9.1 Over the life of the Contract information on quality is likely to be made public, possibly through the use of a website. This could include information on KPIs. Information on performance will be publicised at Provider Forums.

20.0 Quality, Monitoring Information and KPIs

20.1 Quality

20.1.1 Evidence of quality from a range of sources will be analysed to determine the quality of service. Examples include:

- Care Matching Team
- Council Social Care Assessments
- Continuing Health Care
- The Care Quality Commission
- Complaints process
- Safeguarding process
- Feedback from service provider Team members
- Feedback from service users and/or their Carers and Representatives
- Financial Viability

20.2 Monitoring Information: Care Worker wages

20.2.1 As requested, Providers must submit to the Council evidence of the wages they and their sub-contractors working on this contract pay Care Workers, to ensure compliance with the below essential requirements:

- **The Provider must ensure that all Care Workers are paid an hourly rate of at least the Living Wage as set by the Living Wage Foundation.** The Living Wage applies to everyone over 18 years old. Fee Reviews undertaken by the Commissioners will consider any uplifts as part of the review
- Care Workers are paid for their travel time
- Out of pocket expenses such as uniforms, parking permits and mobile phones are not deducted from wages

20.3 KPIs

20.3.1 Service levels additional to those set out below will be agreed on the award of each package of care..

All KPIs will be reviewed regularly as part of the contract monitoring process and new KPI's will be agreed and added to and new targets set as appropriate .

KP 1.00 Care Worker punctuality	Monthly Target	Source
Visits start within 20 minutes of agreed schedule between Provider and service user. Mean average over each calendar month used as data	80% Compliance With the option to enhance this target at points during the Contract	Provider records

KPI 2.00 Continuity of Care Worker	Monthly Target	Source
Care Worker continuity over a quarter: (average number of Care Workers for care packages of different intensity) 1-2 Visits per week, No more then 2 Care Workers 3-7 Visits per week. No more then 3 Care Workers 8-16 Visits per week. No more then 7 Care Workers 17-20 visits per week. No more then 8 Care Workers 20-30 visits per week. No more then 10 Care Workers 30+ visits per week No more then 12 Care Workers (If the visit requires 2 Care Workers, the KPI for required the number of Care Workers can be doubled)	90% Compliance	Provider records

KP 3.00 Training	Monthly Target	Source
All staff are appropriately qualified and attend regular training courses. All staff receive training in use of confidential	100% Compliance	Provider records

information and data protection principles and compliance		
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21.0 Termination of Individual Packages of Care

21.1 The Provider must only terminate a PoC in exceptional circumstances where all reasonable alternative options have been explored. This decision should be reached as part of the Review. It must not be made without agreement of the responsible Assessment Officer and/or Commissioners. Exceptions are when the service user:

- chooses a different Provider
- moves out of area
- moves to another accommodation service e.g. care home
- dies

21.2 In exceptional circumstances where all reasonable alternative and options have been explored the Council may terminate a PoC with immediate effect on written notice where it determines that:

- the service user's needs can no longer be met by the Provider
- the care package has broken down
- there is potential for significant harm to the service user or another person
- dies

21.3 The Provider must provide as much notice as reasonably practicable to terminate a PoC. As a minimum the periods of notice below must be observed:

Total number of hours weekly	Minimum notice
Up to 10 hours	2 full weeks (ie 14 days)
10-99 hours	two months
100+ hours	three months

21.4 Termination of a PoC does not automatically terminate this Contract.

2.0 FINANCE

22.1 Agreed Fee

22.1.1 Commissioners will pay the Fee agreed through the DPSas

Providers are required to to pay as a minimum the Foundation Living Wage to staff members engaged in the delivery of the services.

22.1.2 Fees paid by the Council/CCG to the Provider will be reviewed annually, normally for the start of the financial year. Commissioners will consider the level of the Foundation Living Wage as part of the Annual Fee Review. The effective date of the adjustment will usually be on the same day as the DWP update general benefits. Providers will be notified in writing if there is a change in the fee rate. A change to the Council's core rate does not guarantee that the Agreed Rate will be amended.

22.3 Service user contribution

22.3.1 The Provider will collect the service user's assessed contribution, (also known as Client Contribution). Payments to the Provider will be paid net based on the actual care delivered. Service users with care funded by the CCG are exempt from paying an assessed contribution.

22.3.2 If a service user does not have mental capacity, their financial Representative could take responsibility for the payment of the Client Contribution to the Provider. The financial representative could be a Lasting Power of Attorney (POA), a Deputy appointed by the Court of Protection or a nominated Money Advice worker

22.3.3 The Provider may apply to the Council for consideration of unpaid Client Contributions if they have taken all reasonable steps to collect the unpaid sums from the Service user.

22.4.1 Providers are required to submit invoices weekly to ASCPayments ASCPayments@brighton-hove.gov.uk for each week of care delivery. The reporting week runs from Monday through to Sunday.

22.4.2 Providers are expected to keep up to date with weekly Service Receipting to ensure the Council has an accurate reflection of the care being provided to service users. Delays in Service Receipting exceeding ninety days will be considered a Contract Default.

22.6 Service users with a Direct Payment

22.6.1 If a service user receives a Direct Payment for care provided by a care agency (not to pay an employed personal assistant/Carer), this will be paid by the Council to the service user at the Council's core rate. The service user can choose which Provider will provide the care service. The Provider will charge the service user for the care provided at the Council's core rate.

22.6.2 A service user who has a Direct Payment is responsible for paying the Provider because the Council has already paid the cost of the care service, less any assessed Client Contribution, into the service user's Direct Payment bank account. The service user is responsible for paying their assessed contribution into their Direct Payment bank account. The Provider must invoice the service user for the cost of the care provided.

22.7 Bank Holiday arrangements

22.7.1 Care delivered on a standard bank holiday will attract 1.25 x hourly rate (pro rata)
Care delivered on Christmas Day, Boxing Day and New Year's Day will attract 2 x hourly rate (pro rata)
When the above fall on a weekend any additional bank holidays will be paid at 1.25 x hourly rate (pro rata)
For example: Christmas Day on Friday, visits attract 2 x hourly rate.
Boxing Day on Saturday, visits attract 2 x hourly rate.
Bank Holiday on Monday (in lieu of Boxing Day), visits attract 1.25 x hourly rate.

22.7.2 Providers will ensure that the bank holiday enhancement is passed on to the Care Worker with a matching enhancement to the Care Worker's hourly rate of pay.

22.8. Variations

22.8.1 The Provider should check to see if there are any Banked hours available that could be used instead of a formal Variation. If there are no Banked hours a Variation form must be completed electronically by the Provider. See [Appendix 3](#) for BHCC Variation link.

22.9 Missed Visit

22.9.1 A fee for a Missed Visit will be paid based on the duration of the scheduled visit up to a maximum of one hour.

22.9.2 The Provider must notify the Council of each occurrence of a missed visit so that a review may be undertaken as appropriate.

22.9.3 Where the Council pays the Provider for Missed Visits, the service user may be charged in accordance with their Financial Assessment.

22.10 Non starting arrangements

22.10.1 The Provider will be paid for one hour when there is a Non starting arrangement where the provider has completed an assessment of the service user.

22.10.2 For Social Care funded service users:

The Council will pay the Provider for one hour at the Agreed Fee for a Non starting agreement.

Appendix List

Appendix 1	NICE Guidance Managing Medicines for adults receiving social care in the community
Appendix 2	Joint Manual Handling
Appendix 3	Link to online variation form
Appendix 4a	Monitoring Flowchart KPIs
Appendix 4b	Monitoring Flowchart Quality
Appendix 5	Cessation Form link to online variation

Appendix 1

Managing Medicines for adults receiving social care in the community

<https://www.nice.org.uk/guidance/ng67/chapter/Recommendations>

Appendix 2

Joint Manual Handling Protocol

Joint Working' People Handling Protocol

(To be used in conjunction with 'Joint Working' for People Handling Process below)

Reason for Protocol

This protocol is to be used where more than one provider is delivering care to the same service user. This could include:

1. Two paid providers
2. One paid provider and family/ informal carer
3. One paid provider and personal assistant (PA)

Responsibilities of persons involved in Manual Handling Process.

Manager's responsibilities for staff

Managers are responsible for the health, safety and wellbeing of staff including temporary and seconded staff who work in their teams. They are responsible for ensuring that staff are not put at risk due to conflicts that may arise from different policies or methods of working. They must ensure that all staff who work together follow the same procedures and are given adequate information, instruction, training and supervision. If no agreement reached, agree interim process and refer to BHCC AccessPoint (see Joint Manual Handling Process 1.8). Managers must also take appropriate steps to confirm staff have the necessary information, instruction and training to enable them to perform their role safely.

Manager's responsibility for family/ informal carer

Assessment of tasks and risks involved and manual handling process agreed. If no agreement reached, agree interim process and refer to BHCC Back Care Advisor (see Joint Manual Handling Process 1.7).

During the process of assessing and agreeing a manual handling procedure, Managers should enquire if family or informal carers have Safer Handling of People training. If not training for unpaid carers can be arranged via AccessPoint.

BHCC employees

Staff must comply with Health & Safety policy, Manual Handling Guidelines and the Safer Handling Standard. Staff have a legal duty to take care of their own safety, safety of their colleagues and anyone else who might be affected by their acts of omission.

Family / carers

Family/ Carers to follow the Manual Handling process agreed, after all assessments have been completed

Note* It is imperative that good communication and cooperation between all parties involved are maintained and to ensure Health and Safety legislation is adhered to and to ensure continuous safety of client and persons providing care. It is essential that all Manual Handling procedures are agreed and clearly recorded within the service users care plan

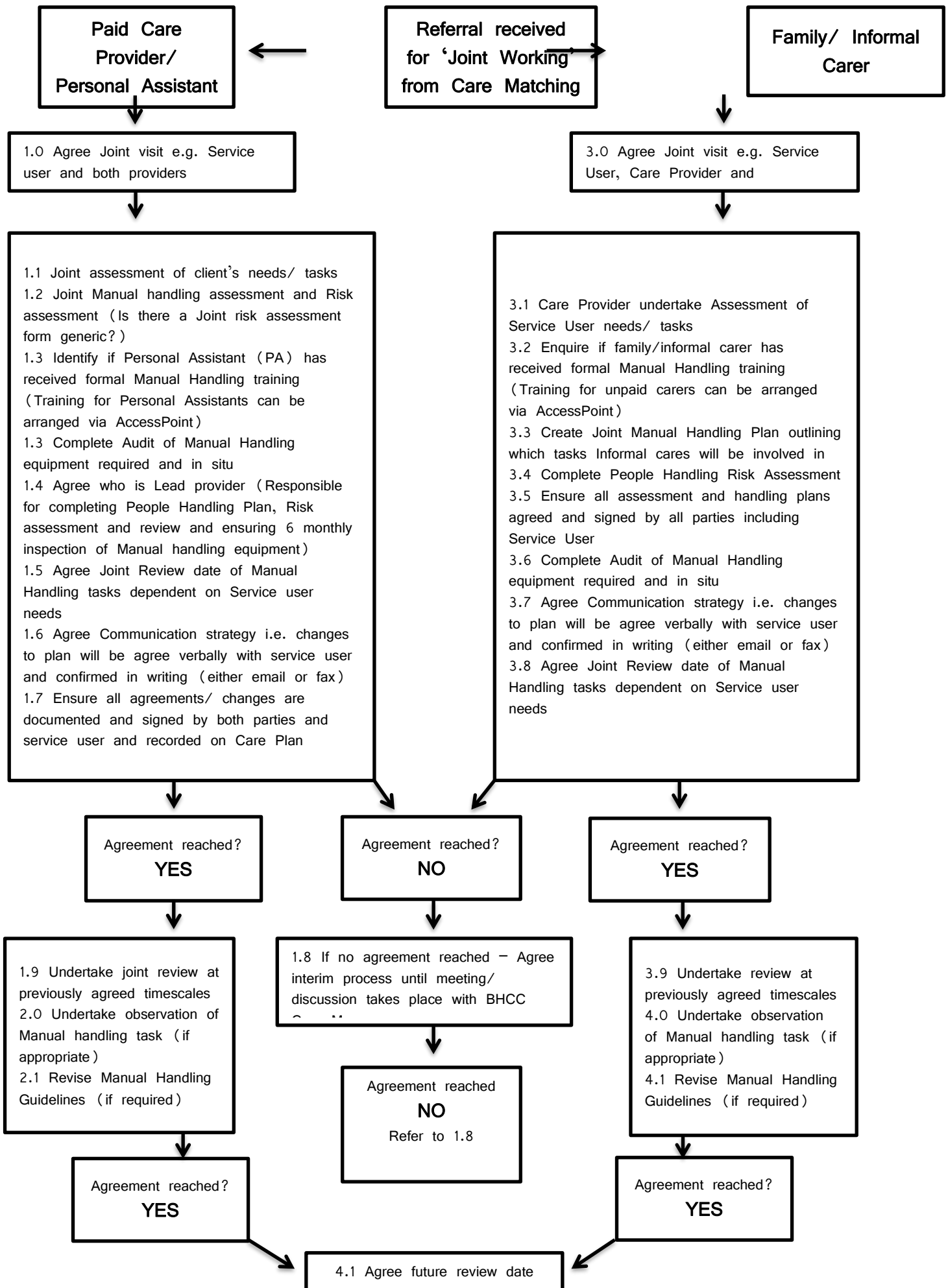
Manual Handling Equipment

Equipment used for manual handling people or loads must be fit for purpose i.e. it should be intended for that specific task and work environment, it should be able to carry the load weight, and it should be of good quality.

Agreement between all parties should be reached before Manual Handling procedures are undertaken as to who has responsibility for ensuring Manual Handling Equipment is fit for purpose and that continued monitoring of equipment takes place.

Incidents involving manual handling

Management need to ensure that any incidents or accidents relating to manual handling (which result in an injury or near miss) are reported, investigated and that any additional recommended control measures are implemented and communicated to the other parties involved in undertaking Manual Handling procedures.



Appendix 3

COUNCIL VARIATION: LINKS TO FORMS

CASAdmin@brighton-hove.gov.uk

<https://www.brighton-hove.gov.uk/content/social-care/access-point-professional/get-social-care-help-a-client-or-carer-professionals>

Contract Performance Compliance Monitoring

(1) Collect information monthly

Acknowledge receipt →



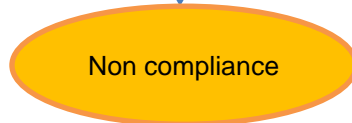
(2) Phone call with (local) office, agree actions and follow up email

monitor at agreed time →



(3) Email concerns and ask for reasons why issues are not resolved

monitor at agreed time →



(4) Ask Provider for Action Plan / agree Action Plan. Contract Default issued (advise head office)

monitor at agreed time →



(5) Meeting with council to advise Provider of risk of termination etc.

monitor at agreed time →



(6) Commence termination procedures

CO & Admin Support with CSO oversight

CO & Admin Support with CSO oversight

Commissioning Support

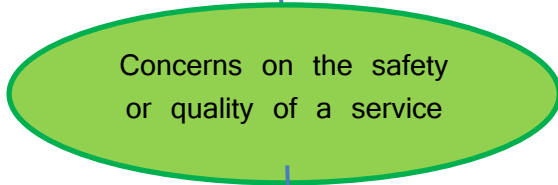
Commissioning Support

Commissioning Performance Manager

Commissioning Performance Manager

Home Care Contract Quality Monitoring

(1) Monitor intelligence from all sources on the safety and quality of services



(please note: the safeguarding process sits outside this process map)

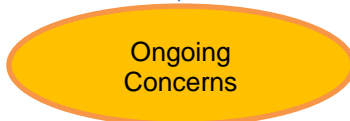
(2) Phone call with (local) office, agree actions and follow up email

monitor at agreed time →



(3) Email concerns and ask for reasons why issues are not resolved

monitor at agreed time →



(4) Ask Provider for Action Plan / agree Action Plan Contract Default issued (advise head office)

monitor at agreed time →



(5) Meeting with council to advise Provider of risk of termination etc.

monitor at agreed time →



(6) Commence termination actions

Admin Support with CSO oversight

Commissioning Support

Commissioning Performance Manager

CO & Admin Support with CSO oversight

Commissioning Support

Commissioning Performance Manager

Notification of Cessation of Package of Care

Notification of Cessation of Package of Care



DIRECTORATE OF ADULT SOCIAL CARE

This should be returned to BHCC within one week in the event of a service user dying or being discharged from your service.

Please E-mail or Send this form to:

ASC Payments
Finance & Procurement
3rd Floor, Bartholomew House
Bartholomew Square
Brighton
BN1 1JE

Tel: 01273 (29)5667
Fax: 01273 (29)1659
E-mail: ascpayments@brighton-hove.gov.uk

Name of Service User: _____

Care First No: _____

Address of Service User: _____

Date of Birth: _____

Date of Death: _____

Date of Discharge _____

Reason for Cessation: _____

Name of Provider: _____

Signed on behalf of Provider: _____