



SPECIFICATION

Service Specification for London Borough of Waltham Forest Home-based Support Services For the Period 1st March 2022 – 28th February 2026

- Lot 1: HOME-BASED CARE AND SUPPORT PROVISION FOR ADULTS WITH ELIGIBLE CARE NEEDS AND PERSONAL CARE FOR CHILDREN FOR THE NORTH - CHINGFORD GREEN, ENDLEBURY AND HATCH LANE WARDS LOCALITY**
- Lot 2: HOME-BASED CARE AND SUPPORT PROVISION FOR ADULTS WITH ELIGIBLE CARE NEEDS AND PERSONAL CARE FOR CHILDREN FOR THE CENTRAL (N) - CHAPEL END, HALE END AND HIGHAMS PARK, LARKSWOOD AND VALLEY WARDS LOCALITY**
- Lot 3: HOME-BASED CARE AND SUPPORT PROVISION FOR ADULTS WITH ELIGIBLE CARE NEEDS AND PERSONAL CARE FOR CHILDREN FOR THE CENTRAL (S) - HIGHAM HILL, HIGH STREET, HOE STREET, WILLIAM MORRIS AND WOOD STREET WARDS LOCALITY**
- Lot 4: HOME-BASED CARE AND SUPPORT PROVISION FOR ADULTS WITH ELIGIBLE CARE NEEDS AND PERSONAL CARE FOR CHILDREN FOR THE SOUTH WEST - GROVE GREEN, LEA BRIDGE, LEYTON AND MARKHOUSE WARDS LOCALITY**
- Lot 5: HOME-BASED CARE AND SUPPORT PROVISION FOR ADULTS WITH ELIGIBLE CARE NEEDS AND PERSONAL CARE FOR CHILDREN FOR THE**

SOUTH EAST - CATHALL, CANN HALL, FOREST AND LEYTONSTONE WARDS LOCALITY

Contents

1	Introduction and background.....	3
2	Key Drivers	5
3	The Service.....	5
4	The Commissioning Model.....	7
5	Service Aims and Principles.....	Error! Bookmark not defined.
6	Service Eligibility	10
7	Service Availability	Error! Bookmark not defined.
8	Referral Process	12
9	Placement Process	Error! Bookmark not defined.
10	Referrals, Care Planning and Service Commencement ..	Error! Bookmark not defined.
11	Medications Management and Administration	Error! Bookmark not defined.
12	No Access/Refusal of Service/Cancellation.....	Error! Bookmark not defined.
13	Electronic Care Monitoring and Autommatic Invoice Reconciliations....	Error! Bookmark not defined.
	not defined.6	
14	Package Suspensions and Re-Commencement	Error! Bookmark not defined.
15	End of Life Care	Error! Bookmark not defined.
16	Working in Partnership	Error! Bookmark not defined.
17	Safeguarding	Error! Bookmark not defined.
18	Safeguarding Children	Error! Bookmark not defined.
19	Safeguarding Adults.....	Error! Bookmark not defined.
20	ICT and Data.....	Error! Bookmark not defined.
21	Advocacy	Error! Bookmark not defined.
22	Information, Advice and Guidance	Error! Bookmark not defined.
23	Management and Governance	Error! Bookmark not defined.
24	Health and Safety.....	Error! Bookmark not defined.
25	A Workforce Management.....	Error! Bookmark not defined.
26	Staffing.....	Error! Bookmark not defined.
27	Staff Files and Training	Error! Bookmark not defined.
28	Contract Management.....	Error! Bookmark not defined.
29	Financial Management and Control.....	Error! Bookmark not defined.
30	Business Continuity.....	Error! Bookmark not defined.
31	Communication	Error! Bookmark not defined.

1. Introduction

- 1.1. This schedule sets out the specific requirements relating to the provision of the Home-based Support Service in the London Borough of Waltham Forest. Any Service Provider of Home-based Support Services is required to deliver services in accordance with the requirements contained within;
 - 1.1.1. This Schedule and its Appendices
 - 1.1.2. Volume A - Conditions of Contract
 - 1.1.3. Schedule 1 – Performance Management Schedule 2021
 - 1.1.4. Schedule 1 – Performance Management Appendix I Provider Self-Assessment Tool 2021
 - 1.1.5. Schedule 1 – Performance Management Appendix II Management Running Datasheet
 - 1.1.6. Schedule 1 - Performance Management Appendix III – quality standards
 - 1.1.7. Schedule 1 – Performance Management Appendix IV – Homecare template 20/20
 - 1.1.8. Schedule 1 – Performance Management appendix V – Provider self-assessment document
 - 1.1.9. Schedule 1 – Performance Management Appendix V1 – Continuous Improvement Plan
 - 1.1.10. Schedule 2 – Service Specification 2021
 - 1.1.11. Schedule 2 - Service Specification Appendix I Tasks
 - 1.1.12. Schedule 2 – Service Specification Appendix II Placement Process
 - 1.1.13. Schedule 2 – Service Specification Appendix III CM - LiveIntegrate Specification 3rd Party Interface
 - 1.1.14. Schedule 2 – Service Specification Appendix IV Waltham Forest Joint Policy Management of Medicines for Adult Domiciliary Care
 - 1.1.15. Schedule 3 – Service Payment Schedule 2021
- 1.2. The Authority is committed to providing a high quality and responsive service for Service Users of all ages in the borough with support needs, in accordance with the statutory obligations within the Care Act 2014 and The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (the 2014 Regulations) and the Children and Families Act 2014
- 1.3. The Home-based Support Service will be responsible for delivering regulated personal care support and other interventions that support for Service Users with eligible social care needs This service will play an important role in maximising the independence of adults with assessed eligible support needs and aiming to meet unmet needs as well as supporting children and young people who require personal care.
- 1.4. The Framework will commence on 1st March 2022 and shall continue up to and including 28th February 2026 (the “Framework Period”). The period in which the Service Provider will be required to provide the Service will be subject to the terms of any Call-Off Contract awarded to the Service Provider. The Service Provider shall note that it is possible that a Call-Off Contract awarded prior to the end of the Framework Period may not actually expire until after the end of the Framework

Period. In such circumstances, the Service Provider is required to continue to deliver the Service required under the Call-Off Contract in accordance with this Specification and the terms of the conditions of contract until its completion or until the Authority notifies the Service Provider that the Call-Off Contract is terminating. During such time as a Call-Of Contract is in place, and notwithstanding the expiration of the Framework, all the terms of the Framework, including but not limited to the specific Call-Off Contract, shall remain in full force and effect.

- 1.5. Whilst this Specification relates to the Home-Based Support for Children and Adults Service (“the Service”) for all the Lots forming the Framework, the Service Provider shall only undertake the provision of the Service for the Lot to which the Service Provider has specifically been appointed. Any Call-Off Contract awarded to the Service Provider shall be delivered in accordance with the terms of the Call-Off Contract, the provisions of the Specification and the conditions of contract.
- 1.6. This Specification (together with the Schedules which also form part of the Specification) explains the details of the services to be provided in respect of domiciliary care within the Borough. The Service is for people (children, young people and adults), who have been assessed as having eligible needs and require services to remain independent and in their own home. The Specification shall be read in conjunction with the other Contract Documents (as defined in the Conditions of Contract (Volume A)), and any background information as was contained in the Contract Documents and which the Service Provider is deemed to have taken into consideration in their Tender.
- 1.7. All definitions and terms contained in the Conditions of Contract shall, unless expressly stated otherwise, apply equally to this Specification (including the Schedules) and any Call-Off Contract as if they were repeated in this Specification and the Call-Off Contract. The Service Provider shall not seek additional monies in the performance of the Service in respect of matters which, even if not contained in this Specification or the Call-Off Contract, the Service Provider was given notice of in any of the other Contract Documents.
- 1.8. The Service shall be subject to regular review and amendment throughout the Framework Period, as required. The Service Provider shall be flexible in implementing any changes to the Service delivery as a result of these reviews and amendments, particularly, but not exclusively, in relation to amendments arising as a result of any statutory changes that come into force during the Framework Period.
- 1.9. Nothing contained in this Specification absolves the Service Provider from complying with any legislative standards, practices, or such like applicable to the performance of the Service. In performing the Service, the Service Provider shall be required, as a minimum, to comply with all applicable legislation irrespective of whether such requirements are expressly referred to in the Specification, the Conditions of Contract, or the Call-Off Contract.
- 1.10. Alongside meeting the eligible needs of those receiving home-based support the Authority also intends that this framework will contribute to the following goals;

- 1.10.1. Safeguard those Service Users who need the most support/ who are most at risk;
- 1.10.2. Support Service Users to live their life as they wish it to be, as independently as possible
- 1.10.3. Promote self-reliance and personal responsibility;
- 1.10.4. Build resilience and competence for Service Users, their families and carers;
- 1.10.5. Enable positive care experiences and outcomes;
- 1.10.6. Strike a balance between empowerment and safeguarding;
- 1.10.7. Strengthen relationships with the Authority 's partners, to deliver improved outcomes and greater productivity and;
- 1.10.8. Secure value for money while maintaining a high-quality Service.

2. Key Drivers

- 2.1. There are a number of Key Drivers within The London Borough of Waltham Forest that inform and instruct the direction of travel for Home-based Support Services including, but not limited to;
 - 2.1.1. The Care Act 2014
 - 2.1.2. The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (the 2014 Regulations)
 - 2.1.3. The London Borough of Waltham Forest Approach to Maximising Independence
 - 2.1.4. The Children and Families Act 2014
 - 2.1.5. London Borough of Waltham Forest Guide to Thresholds and Practice for Working with People, Carers & Families in Waltham Forest
https://walthamforest.gov.uk/sites/default/files/LWF3796_WFC223245_Adults%20Thresholds%20Guide_Page%20refs%20SE.pdf
 - 2.1.6. Protecting Adults at Risk: The London multi-agency policy and procedures to safeguard adults from abuse
 - 2.1.7. The London Borough of Waltham Forest multi-agency self-neglect policy
 - 2.1.8. The Mental Health Act 1983 (Revised 2008)
 - 2.1.9. The Mental Capacity Act 2005
 - 2.1.10. The Autism Act 2009
 - 2.1.11. Local Deprivation of Liberty Safeguarding arrangements
 - 2.1.12. National Institute for Health and Care Excellence (NICE) guidance
 - 2.1.13. Care Quality Commission (CQC) standards and requirements
 - 2.1.14. The Equality Act 2010
 - 2.1.15. Health and Social Care Integration and Primary Care Networks
 - 2.1.16. The NHS Long Term Plan
 - 2.1.17. Valuing People Now (Department of Health 2009)

3. The Service

- 3.1. As part of the delivery of the Service, the Service Provider will deliver the outcomes specified within the Support Plan as required. For Adults these outcomes will exist within the following Care Act domains;
 - 3.1.1. managing and maintaining nutrition
 - 3.1.2. maintaining personal hygiene
 - 3.1.3. managing toilet needs
 - 3.1.4. being appropriately clothed
 - 3.1.5. maintaining a habitable home environment

- 3.1.6. being able to make use of the home safely
 - 3.1.7. developing and maintaining family or other personal relationships
 - 3.1.8. accessing and engaging in work, training, education or volunteering
 - 3.1.9. making use of necessary facilities or services in the local community including public transport and recreational facilities or services
 - 3.1.10. carrying out any caring responsibilities the adult has for a child
- 3.2. For Children the outcomes will be those specified at point of referral by the Authority.
 - 3.3. The Services shall be delivered in accordance with this Framework Agreement, this Specification and the Care and Support Plan and any relevant guidance in force from time to time including but not limited to the NICE Guidance and Pathways and CQC Regulations.
 - 3.4. The Service Provider shall ensure that the Service is delivered in line with best practice approaches to care and support.
 - 3.5. The Service Provider shall ensure that the service is person-centered and focuses on the goals, ambitions preferences and wishes of the Service User in receipt of care.
 - 3.6. The Service Provider shall ensure that the service is delivered with dignity and respect towards the Service User's physical, mental and emotional health, and with regard to their cultural and religious beliefs.
 - 3.7. The Service Provider shall have policies and procedures in place to address how they will monitor concerns within the delivery of the service and how they will address them and learnt from them as part of an ongoing support plan.
 - 3.8. The Service Provider shall provide up-to-date and comprehensive information about the Service it provides to people and carers in a form that is accessible and easily understood by the user and carer. The Service Provider shall also make this information available to the Authority when requested.
 - 3.9. The Service Provider shall ensure that travel time is made available between calls so that people receive the full time allocated to them and shall ensure that work rotas allow sufficient time for Staff to travel between calls. The Authority will regularly monitor compliance with this requirement as part of the Service monitoring process.
 - 3.10. Should the person's condition become critical or they become ill whilst the Service Provider's Staff are in attendance, the Staff member shall contact the person's General Practitioner (GP), Ambulance Service, and/or nursing/medical professional as appropriate. The Service Provider shall also inform appropriate next of kin / relatives / contacts (as identified in the person's Care and Support Plan) if a person is admitted to hospital. If the person is admitted to hospital in an unplanned way, then the arrangements in this Specification will become applicable.
 - 3.11. The Authority will only pay according to "contact time" (the time a care worker spends with a service user).

- 3.12. The range of tasks that might typically be included in this basic requirement include but are not limited to those tasks listed in Service Specification Appendix I Tasks.
- 3.13. Over the lifetime of this Framework Agreement the Authority intends to work towards the implementation of the Ethical Care Charter and will work with Service Providers to implement this.

4. The Commissioning Model

- 4.1. The Service model will change the way Home-Based Support is delivered by the Authority. It shall focus more widely on how Home-Based Support can support people to maintain or increase their independence and have a positive impact on their health and wellbeing.
- 4.2. Lots 1 - 5 are for the delivery of Home-Based Support and each lot is comprised of a geographic area. The Authority is commissioning Adults Home-Based Support in this way due to the volume of packages anticipated within the lifespan of this Framework Agreement and any Call-off Contracts.
- 4.3. Geographic lots have been devised to ensure that provision is met equally throughout the Borough, to allow for market sustainability of those successful Service Providers. This will reduce travel time, maximising contact time with individuals as well as being eco-sustainable. This will enable Service Providers to build relationships with PCNs and locality community services and will also ensure that the Authority is able to assure quality and market diversity and reduce exposure to market Service Provider failure.
- 4.4. There will be a maximum of three Service Providers operating within each of lots 1-5 and Service Providers will be ranked in each lot according to their quality and cost scores at point of tender.
- 4.5. Service Providers will be able to bid for a maximum of 2 of the 5 Home-Based Support lots.
- 4.6. Service Providers will be ranked in a framework Best Value Ranked List according to their quality and cost scores at point of tender.
- 4.7. Overview of the model

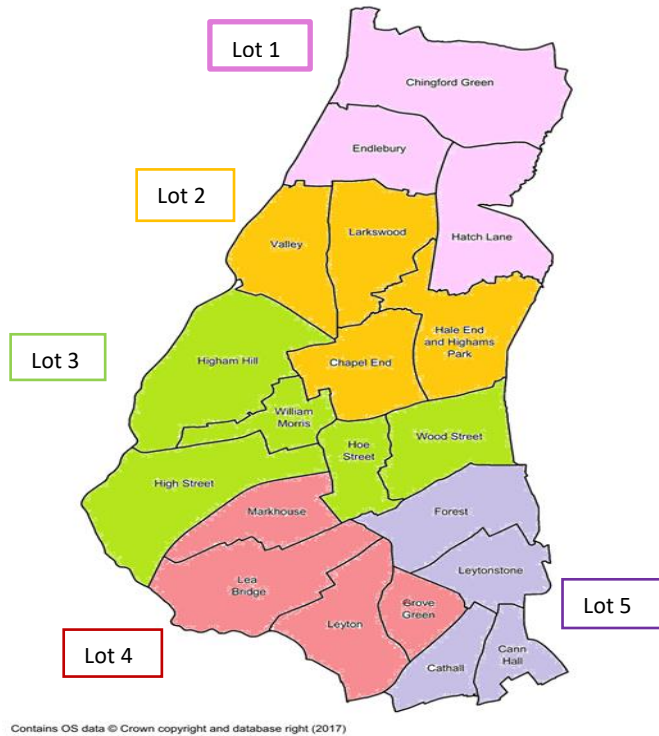


Diagram 1: The Lotting Structure; Lots 1-5 Home-Based Support

- 4.8. The model is designed to ensure market sustainability and allow Service Providers to plan effectively.
- 4.9. It is a requirement of the Authority that wherever a Service Provider is commissioned through Direct Payments by a Waltham Forest resident, that they will provide services for the same price as their agreed price within this Framework Agreement, acknowledging that funding from both arrangements originates from the Authority.
- 4.10. Service Providers should note that whilst the above lots have been based on historical demand, the Authority cannot guarantee any minimum volumes.

5. Service Aims and Principles

- 5.1. The Service Provider will adhere to the following service aims and principles throughout delivery of the services:
 - 5.1.1. To promote the principles of the Care Act 2014 and ensure that the wellbeing, safeguarding and choice and control of the Service User is paramount.
 - 5.1.2. To support Service Users who are living at home, to focus on achieving their agreed outcomes. These Service Users may have been through a period of short-term support with another provider, and strong links will need to be established between Service Providers to ensure the smooth transition of care and support for Service Users and that Service Users continue to be empowered and enabled.
 - 5.1.3. All elements of the Service shall be provided in a way that effectively meets the Service User’s needs, maximises independence and supports people to

meet their own personal responsibilities. Care workers shall work with an enabling approach in all cases to maximise independence.

- 5.2. The general outcomes the service will aim to achieve are:
- 5.2.1. Supporting Service Users to maintain and regain optimal independence and functioning to remain at home
 - 5.2.2. Supporting Service Users to maintain optimal mental, emotional and physical health.
 - 5.2.3. Supporting Service Users with care and support needs to have a good quality of life
 - 5.2.4. Ensuring that Service users have a positive experience of the service.
 - 5.2.5. To understand family members, advocates and informal carer's roles in supporting the Service Users and respecting and engaging their expertise as a partner in care.
 - 5.2.6. To involve Service Users (and their Carers and families as appropriate) in the design of, and any potential changes, to their service.
 - 5.2.7. To identify other opportunities/services available to the Service User to meet their outcomes and maximise independence, including referring to the voluntary and community sector.
 - 5.2.8. To provide the support necessary to enable the Service User to reduce anxiety, build resilience and increase confidence to live independently.
 - 5.2.9. To promote faster recovery from illness and support timely discharge from hospital.
 - 5.2.10. To prevent unnecessary acute hospital admissions or readmissions as appropriate.
 - 5.2.11. To prevent premature admission to residential or nursing care.
 - 5.2.12. To increase access to opportunities that support and maximise the independence of people with needs such as dementia.
 - 5.2.13. To ensure that the Home-Based Support Service model enables the effective management of demand and is proactively responsive to the opportunities which new ways of working (e.g. technological advancements, Assistive Technology, equipment, etc.) provide.
 - 5.2.14. To develop a flexible model of support to ensure that Service Users get the right care and support, in the right place with the right professionals involved. This may include engaging with, referring to and/or collaborating with Health and Social Care professionals, other organisations and/or people to meet Service Users' outcomes. This may also involve working with the Service Users' family and carers as expert partners in care.
 - 5.2.15. To work in partnership with Service Users moving to an outcome focused service based on the Service Users' expression of their personal goals. It is expected that these goals will include people being able to achieve and maintain their optimum level of independence. This may involve supporting people to regain skills and confidence they have lost, maintain skills and confidence they already have, or gain skills and confidence they do not have.
 - 5.2.16. To work closely with Occupational Therapists to implement smart moving and handling techniques and equipment to promote independence.
- 5.3. The Service should be delivered with the following principles throughout;

- 5.3.1. The service must be person-centered, understanding the outcomes, interests and preferences of the Service User, in a sensitive and flexible manner that promotes independence.
 - 5.3.2. The service must embed and enable choice and control, allowing Service Users to direct how they receive their care to meet the outcomes identified.
 - 5.3.3. The Service Provider must respect the privacy, preferences and cultural beliefs of the Service User, unless where doing so may raise a safeguarding risk to the Service User
 - 5.3.4. The Service Provider must protect the dignity of the Service User at all times during the delivery of the service.
 - 5.3.5. The Service must encourage the maintenance and development of skills and abilities to support people living in their own homes, maintaining and re-establishing their familiar lifestyles and activities.
- 5.4 Additional Services may include but shall not be limited to:
- 5.4.1 Night support

The Customer may require the provision of a night service to ensure their needs are met or to support their carers. This would be identified through an individual's assessment and detailed in their support plan. Dependant on level of needs would determine if the support was for sleeping or awake support staff.
 - 5.4.2 Complex support

Complex and / or challenging needs may present higher risks that the standard home-based support cannot meet. Where someone is assessed as requiring complex support, the level of support will be identified through an individual's assessment and detailed in their support plan. Providers will need to be able to ensure support is underpinned by the development of robust risk assessment relating to their specific complexity and or challenging needs, including how to mitigate risks and to ensure support staff have the appropriate level of training in this area.

6. Service Eligibility

- 6.1. Adults are eligible for the Home-based Support Service if they;
 - 6.1.1. Are 18+ years old
 - 6.1.2. Are ordinarily resident in The London Borough of Waltham Forest
 - 6.1.3. Are identified as having eligible care and support needs under the Care Act 2014, following an assessment by an appropriate Adult Social Care professional.
 - 6.1.4. Are identified as having care and support needs that would be effectively met within a Home-based Support Service.
- 6.2. Children are eligible for the Home-based Support Service if they;
 - 6.2.1. Are 0 – 25 years old
 - 6.2.2. Are ordinarily resident in The London Borough of Waltham Forest
 - 6.2.3. The child or young person is the responsibility of the Authority and/or the CCG for the purposes of the Children and Families Act 2014 or the Education Act 1996;
 - 6.2.4. The child has needs identified by the Authority as being able to be met in part or in full by Home-Based Support.

6.3. The Service Provider will be expected to be able to support Service Users with a variety of health conditions.

6.4. Service Users referred for home-based support may have a variety of conditions including but not limited to;

Children and young people (0 – up to twenty-five (25) years of age for continuity)

6.4.1. Special Educational Needs and Disabilities

6.4.2. Autism Spectrum Disorder

6.4.3. Communication and interaction.

6.4.4. Cognition and learning.

6.4.5. Social, emotional and mental health difficulties.

6.4.6. Sensory and/or physical needs.

Working Age Adults

6.4.1.1. Older People

6.4.1.2. People with dementia

6.4.1.3. People with a physical disability

6.4.1.4. People with a sensory impairment

6.4.1.5. People with a learning disability and/or Autistic Spectrum Disorders (includes complex needs/challenging behaviour)

6.4.1.6. People with mental health needs (includes substance misuse)

6.4.1.7. People with a cognitive impairment and acquired brain injury or stroke

6.4.1.8. People receiving palliative and end of life care.

6.4.1.9. The Service Provider will be expected to ensure that Staff are trained effectively to support Service Users with a variety of needs and conditions

7. Service Availability

7.1. The Service is required to deliver services 365 days a year, including bank holidays and public holidays as required to meet the needs of service users.

7.2. The Service will meet need through home-based visits to the Service Users home predominately between the hours of 06:00 and 21:00, however visits may be required outside of these times.

7.3. The Service Provider will ensure that a contact point is available at all times within the opening hours of the service. This contact point will be made available to the Service User in whatever mode best suits the Service User.

7.4. The Service Provider will ensure that there is an out of hours contact available for emergencies.

7.5. Whilst there is not a requirement to have an office in Waltham Forest, the nature of the Framework Agreement means that Service Provider Staff will need to work with service users across the lots in which they operate and the Service Provider should ensure that there is a local presence.

7.6. The Service Provider shall ensure that the Service is accessible to all in specific communities who may not traditionally present to mainstream services, for example:

7.6.1. Lesbian, Gay, Bi-sexual and Transgender (LGBT);

7.6.2. Refugee communities;

- 7.6.3. Homeless/rough sleepers;
 - 7.6.4. Service Users with substance misuse and/or mental health issues and;
 - 7.6.5. Those who are supported within the protected characteristics under the Equality Act 2010.
 - 7.6.6. Service Users who do not have English as a first language.
- 7.7. The Service Provider shall have in place an equalities policy and adhere to all relevant Legislation, in line with the Waltham Forest Council's Equalities Strategy. The Service Provider shall put in place relevant measures to improve access for those who may otherwise find it difficult to access the Service.
- 7.8. The Service Provider shall ensure that the Service is accessible to all Service Users and shall where necessarily provide additional services, such as translation and interpreting for case work purposes, to ensure access to the Service

8. Referral Process

- 8.1. New referrals will be made solely via the Local Authority's Brokerage function or, in exceptional circumstances, the Emergency Duty Team.
- 8.2. Referrals will be made either via telephone or secure email but will only be confirmed via secure email.
- 8.3. Referrals can be made at any time on all days of the week including Saturdays, Sundays and all public holidays.
- 8.4. All Referrals will include the following information;
- 8.4.1. A Copy of the Assessment which will contain information on the Service User and their assessed needs.
 - 8.4.2. The Support Plan for the Service User.
- 8.5. The Authority on its part will seek to deliver consistent referral and brokerage processes and information, thus reducing administrative requirements for the Service Provider.
- 8.6. The Service Provider shall confirm acceptance of the Order (community referrals) within a maximum of 6 hours of a referral being sent from the Brokerage function.
- 8.7. The Service Provider will contact the Service User within 6 hours from acceptance of the referral to arrange an initial meeting to undertake a risk assessment and a discussion around how the Service User would like their outcomes to be met. The initial meeting will need to take place within a period of 24 hours to undertake a risk assessment and a discussion around how the Service User would like their outcomes to be met.
- 8.8. The Service Provider will confirm acceptance of Hospital Discharge referrals within 3 hours of a referral being sent from the Brokerage function.

- 8.9. The Service Provider shall ensure that Staff on duty are able to accept referrals, risk assess new packages of care and provide care at short notice if required to prevent hospital admission or support timely discharge or meet other identified need.
- 8.10. The Service Provider shall ensure they have sufficiently skilled, available workforce capacity to be able to accept referrals at the required level and Service need within the above agreed timescales.
- 8.11. Specifically, this means accepting all requests for the Service assessed by the referrer in line with the referral timescales detailed above.

9. Placement Process

- 9.1. The Brokerage function will identify the Lot that the Service User is within.
- 9.2. The Service Provider within the identified Lot with the highest rank based upon the combined cost and quality score from the tender will be contacted with all referrals first.
- 9.3. If the highest ranked Service Provider accepts the referral within the above timescales the placement will proceed as outlined within this specification.
- 9.4. If the Service Provider does not respond to the referral within the above timescales the Authority will approach the next highest ranked Service Provider with the referral.
- 9.5. If the Service Provider advises that they are unable to accept the referral, then they shall outline to the Authority the reasons why. If the Service Provider advises that they cannot accept the referral within the required response times, but they would be able to accept the referral in a timeframe outside of the required response times, then they shall inform the Authority of this and the timeframe that they could accept the referral and commence the care package.
- 9.6. The Authority will then approach the next highest ranked Service Provider with the referral, continuing until a Service Provider can accept the referral within the above timescales.
- 9.7. If no subsequent Service Provider is able to accept the referral within the above timescales, the Authority may then re-approach the original Service Provider and decide if the revised timeframes are acceptable. If so, then the Service Provider shall accept the referral.
- 9.8. Should no Service Provider be able to accept the referral then the original Service Provider will be re-approached via email to accept the care package, unless the Service Provider advises that accepting the care package would pose a high risk to the operational delivery of their service and/or to the person.
- 9.9. If the referral still cannot be accepted, the service will be purchased at the discretion of the Authority.
- 9.10. The Authority will monitor the level of referrals not accepted by the Service Provider Quarterly. If it is found that the level of referrals not accepted is above 10% of all

referrals made to the Service Provider, this may trigger a full review of the Service Provider and may result in the suspension of new referrals.

- 9.11. The Service Provider shall work in partnership with the Authority to ensure the timely acceptance, start of care packages and adhere to the processes and timescales set out by the Authority in this Specification, which may be amended from time to time.
- 9.12. This Process can be seen in further detail in Appendix II of this schedule.

10. Referrals, Care Planning and Service Commencement

- 10.1. The Authority's Placement and Brokerage Team will make available to the Service Provider the initial referral and information that is relevant about the person in order that the Service Provider can carry out its personal assessments and complete a support plan. Some information will evolve and develop after the Service is in place, in which case needs will be addressed and documented as part of the Service.
- 10.2. The Authority will indicate any 'time critical' activities that will need to be strictly adhered to by the Service Provider, such as assistance with medication, continence care and meal preparation. To ensure consistency and compliance with Medications Management and Administration, all Service Providers are expected to adhere to the "Joint Policy for: London Borough of Waltham Forest and NHS Waltham Forest Clinical Commissioning Group Medicines Management Policy", Service Specification Appendix IV.
- 10.3. Where 'time critical' calls are not specified it allows the Service Provider some flexibility with respect to agreeing call times and activities with the Service User. However, the Service Provider shall always seek to deliver calls at times requested by the Service User. Where the Service Provider cannot deliver calls at the times requested at the start of the care package, the Service Provider should advise of this and shall work towards delivering the calls at the required times as soon as possible.
- 10.4. The Service Provider shall ensure that the care and support is delivered by skilled and compassionate workers, employed by the Service Provider, who offer excellent services to the Authority's residents based on responsible and supportive employment practice.
- 10.5. The Service Provider shall ensure that the Staff members supplied to people are reliable and dependable; arriving at the time they are expected and are sensitive in the way in which they interact with people and respond to their needs.
- 10.6. The Service Provider shall ensure that Staff are sufficiently flexible in their routine and the activities they undertake to respond to the needs and preferences of people on a day-to-day basis in accordance with the Care and Support Plan. Staff shall deliver all elements of the care as required in the Care and Support Plan.
- 10.7. The Service Provider shall ensure that people and their carers are consulted and involved in decisions relating to their care and are encouraged and enabled to take responsibility and make their own decisions in relation to their own lives. Their wishes and preferences should be considered, documented and respected. A person's

consent to receipt of their care and support must be documented and evidenced in their files.

- 10.8. The Service Provider shall ensure that they are communicating using the most effective best practice approaches to allow all Service Users wherever possible to advocate and input into their care.
- 10.9. The Service Provider shall ensure that where the Service User does not have capacity that they are working with advocates to inform wishes and preferences.
- 10.10. The Service Provider shall inform Staff of the care and support activities that they are required to undertake in accordance with the Care and Support Plan, and the outcomes to be achieved for the Service User.
- 10.11. Services Users' records shall be kept in a secure place and treated as confidential. Confidential records shall be kept in a locked, fireproof filing cabinet. Access to electronic records shall only be granted to authorised Staff of the Service Provider by means of a password.
- 10.12. During some care procedures two care workers will be required and this will be specified in the Service User's Support Plan. It is essential that where two care workers are required to carry out care, both care workers arrive at the person's home in time to work together unless some of the support plan activities relate to a need a single care worker can safely meet.
- 10.13. Utilisation of moving and handling techniques and equipment to better manage transfers and care delivery will have been considered during Support Planning and some plans may contain or be updated with a specific moving and handling plan devised by an Occupational Therapist. The Service Providers are expected to use their own expertise and experience of caring for the Service User on a day to day basis to propose additional ways of reducing the need for double handed provision.
- 10.14. Any such proposals must be communicated to the Authority 's Occupational Therapists within the relevant operational team for consideration.
- 10.15. Over the lifetime of the Framework Agreement and any Call-Off Contracts the Authority expects to introduce new technology and techniques that can reduce the need for two care workers to undertake moving and handling tasks.
- 10.16. Service Providers are expected to engage positively with this initiative and to ensure that all relevant care workers are trained in the safe use of such equipment and/or are enabled to access any training provided by the Authority for the same purpose.

11. Medications Management and Administration

- 11.1. Service Providers will be expected within this service to support the management and administration of medications depending on individual Service User need, as outlined in the Service User's Support Plan.
- 11.2. To ensure consistency and compliance with Medications Management and Administration, all Service Providers are expected to adhere to the "Joint Policy for:

London Borough of Waltham Forest and NHS Waltham Forest Clinical Commissioning Group Medicines Management Policy”, Service Specification Appendix IV.

- 11.3. Service Providers are required to ensure that all Staff are aware and trained against this joint policy and that standards within it are adhered to at all times.
- 11.4. Service Providers must also note that the joint policy may change and evolve over time, in response to national guideline changes and other influencing factors. Service Providers must ensure they are confident that they are working with the most updated version of the policy.

12. No Access/Refusal of Service/Cancellation

- 12.1. In the event that the Service User cannot be accessed or the Service User or their family refuses the Service or cancels calls commissioned Services under the Call-off Contract the Service Provider is obligated to inform the Authority straight away.
- 12.2. The Service Provider in these instances is obligated to assure themselves as far as reasonably possible that the Service User is safe.
- 12.3. The Authority will investigate the reasons for the refusal or cancellation.
- 12.4. The Service Provider will be expected to continue to deliver provision as commissioned, until informed by the Authority to cease.
- 12.5. Service Provider Staff performing the Service shall be informed by the Service Provider of the procedures in place for occasions when a Service User refuses their Service.
- 12.6. In the event of late or missed calls, the Service Provider shall inform the Service User and / or their carer that they are aware of this missed call and dispatch an alternative carer to the person within one (1) hour of the call being missed.
- 12.7. Where a service user cancels calls, the Service Provider shall evidence that alternative arrangements are in place to ensure the safety of the person and/or that the requirements will be met in some other way. The onus is on the Service Provider to ensure that suitable arrangements are in place.
- 12.8. The Service Provider shall be reimbursed in these instances according to the terms within Schedule 3: Payment Schedule
- 12.9. Where the Service User or a member of their family continues to refuse/cancel service, the Service Provider shall inform the Authority.

13. Electronic Care Monitoring and Automatic Invoice Reconciliation

- 13.1. It is an essential element of this framework agreement that all Service Providers use an Electronic Care Monitoring system and submit invoices via Automatic Invoice Reconciliation.

- 13.2. Electronic Care Monitoring requires Service Provider Staff delivering the service to sign in and out at the beginning and end of any planned visit. This is normally delivered through a technological solution.
- 13.3. This allows the Authority to confirm that the commissioned visit has taken place and has occurred for the planned duration as well as identify occurrences where this has not happened.
- 13.4. Automatic Invoice Reconciliation is a technology that allows the Service Provider to transfer the data from their Electronic Care Monitoring system into an invoice, which is then automatically reconciled against the Authority's Care Record Management System (Mosaic).
- 13.5. Automatic Invoice Reconciliation is essential due to the reduction in the Authority manpower required through not manually reconciling each invoice line by line.
- 13.6. The Authority uses CM2000 Finance Manager as its Automatic Invoice Reconciliation tool. All Service Providers must have this and be trained in its use by the Go-Live date of the Call-Off Contract. Any Service Provider who fails to have this system operational by that date will be suspended and will not receive packages.
- 13.7. The Authority reserves the right to terminate the Call-Off Contract with any Service Provider who fails to have this system operational and has been suspended because of this for a period of three (3) months or longer.
- 13.8. The Authority does not have a preference on which Electronic Call Monitoring Tool is used by Service Providers, however any Electronic Call Monitoring Tool or system must link in seamlessly with CM2000 Finance Manager.
- 13.9. Service Providers are able to use the CM2000 Call Monitoring technology, or an alternative provision, however any alternative provision must link with the CM2000 Finance Manager system as per the technical specification in Appendix III of this schedule.
- 13.10. Any Service Provider that fails to link an alternative provision to CM2000 Finance Manager as per the technical specification in Appendix III of this schedule by the Go-Live date of the Call-Off Contract will be obligated to use the CM2000 Call Monitoring Tool and will be suspended until a compliant system is in place.
- 13.11. The Authority reserves the right to terminate any Service Provider that refuses to use the CM2000 Call Monitoring Tool having previously failed to link an alternative provision to CM2000 Finance Manager as per the technical specification in Appendix III of this schedule within three (3) months of the Go-Live date of the Call-Off Contract.
- 13.12. It should be noted that data from Call Monitoring Solutions will be used for the purposes of correct invoicing and payment, and specific payment terms can be found in Schedule 3 – Payment Schedule.

- 13.13. In the event that the CM2000 system does encounter a catastrophic failure, the Service Provider shall keep a written record of all Staff visits, the times of such visits and of the actual hours worked.
- 13.14. All Service Provider Staff will be required to complete manual timesheets to support this to support any electronic failure
- 13.15. These records shall be made available to the Authority to inspect as and when requested.
- 13.16. The Service Provider will be required to revert to Electronic Call Monitoring and use of Finance Manager as soon as CM2000 confirms that this has been restored.
- 13.17. The Service Provider is required to ensure that all Staff are logging in and out of all calls. Failure to do so may result in suspension from receipt of new packages until processes are followed correctly.
- 13.18. The Service Provider is required to ensure that all calls are logged in and out from the address of the Service User. Staff are not to log in and out of calls whilst not within the Service User's property. Failure to comply with this may result in suspension or termination from the Call-Off Contract.

14. Package Suspensions and Re-Commencement

- 14.1. Within the lifetime of the Framework Agreement and/or any Call-Off Contract the Authority may be required to suspend individual packages from the Service Provider for a variety of reasons.
- 14.2. For any suspensions and any subsequent re-commencement of care packages, the Authority and Service Provider shall ensure that joint-working and active dialogue takes place especially with respect to agreeing notice periods and time frames.
- 14.3. Suspensions
- 14.4. The Authority may suspend packages for a number of reasons, including but not limited to;
 - 14.4.1. Service User Hospitalisation
 - 14.4.2. Service User Planned absence or vacation
 - 14.4.3. Pending a safeguarding investigation or review of quality of services.
 - 14.4.4. Following a poor performance management rating as outlined in Call-Off Schedule 6: Performance Management
 - 14.4.5. The Service Provider being rated as Inadequate or Requires Improvement following a CQC inspection
- 14.5. The Service Provider will be required to cease delivery of services as soon as they are made aware of the suspension to the package, as outlined in Schedule 3 - Payment Schedule.
- 14.6. The Service Provider should only cease delivery of services when they have confirmation on the above conditions from the Authority or a Health and Social Care system partner.

- 14.7. The Service Provider is obligated to confirm with the Authority once they have notification on the above conditions.
- 14.8. The Authority shall attempt wherever possible to confirm in advance the potential date for any Service Recommencement and will be informed by the Authority 's Brokerage function.
- 14.9. The Service Provider shall acknowledge that unplanned hospitalisation can occur. In such circumstances, the arrangements will be as follows;
 - 14.9.1. If the Service Provider becomes aware of the unplanned hospitalisation, they shall suspend the care package immediately and notify the Authority:
 - 14.9.2. If the Authority becomes aware of the hospitalisation, they will notify the Service Provider as soon as possible and the Service Provider will then suspend the care package;
 - 14.9.3. In both circumstances, the Authority shall attempt to ascertain the duration of the person's admittance to hospital.
- 14.10. In instances where a Service User is admitted into hospital, and the admission is unplanned, the Service Provider shall keep the care package open for a minimum period of fourteen (14) Days to ensure care can re-commence immediately on discharge from hospital, ideally provided by the same Staff team as prior to admission. The Authority will endeavour to keep the Service Provider informed of any planned discharge during this fourteen (14) Day period, however if the Service Provider is not provided with any update then after this fourteen (14) Day period, the Service Provider may assume that the care package has terminated and therefore reassign their Staff.
- 14.11. Where the Service User is admitted for a planned hospital admission, the Service Provider shall ensure that they obtain information regarding the expected dates of admission and discharge, to ensure that the package of care can be reinstated when the person returns home from hospital.
- 14.12. If there is a definable period during which the Service is not required, then the care package will be suspended and the Authority shall inform the Service Provider of this, together with an anticipated Service re-commencement date and time.
- 14.13. Unless the Authority specifically makes alternative arrangements with the Service Provider, the Authority shall cease paying the Service Provider from the date and time that the Service User no longer requires the Service. Full details of payment terms for packages that have been suspended can be found in Schedule 3: Payment Schedule.
- 14.14. Service Providers shall work with the Authority wherever possible to ensure that continuity of Service Provider Staff is prioritised for the Service User.
- 14.15. Where there is a change to the Service User's identified needs and the support required, this will be communicated to the Service Provider, prior to the package recommencement.

15. End of Life Care

- 15.1. End of Life Care has been defined by the National Council for Palliative Care as: 'care that helps all those with advanced, progressive, incurable illness to live as well as possible until they die. It enables the supportive and palliative care needs of both patient and family to be identified and met throughout the last phase of life and into bereavement. It includes management of pain and other symptoms and provision of psychological, social, spiritual and practical support'.
- 15.2. Where the Service User is identified as being on an end of life pathway, Staff must work cohesively with the Service User and where appropriate their carer and/or representative and health workers to ensure that the wishes of the Service User are adhered to in relation to their end of life care and included in their care plan.
- 15.3. The Service Provider must:
- 15.3.1. Ensure that the Service Provider Staff at all levels have been appropriately trained and possess the skills and experience required for working with the Service Users and their carer and/or representative who have supportive and palliative care needs.
 - 15.3.2. Have the flexibility and responsiveness to meet the changing needs of Service Users and their carer and/or representative to enable Service Users with End of Life Care needs to remain living in their own home
 - 15.3.3. Support the Service User to ensure that as far as possible they are able to remain in their preferred place of care and wherever possible that they are in their preferred place of death.

16. Working in Partnership

- 16.1. The Authority requires the Service Provider, where relevant to people who have a change or additional needs identified, to work jointly with health and social care professionals and partner agencies in a multi-disciplinary team approach. These partners will be involved in many aspects of assessment and risk assessment, therapeutic intervention, monitoring and review.
- 16.2. Primary care networks form a key building block of the NHS long-term plan and will be the focal point for community based multidisciplinary team working in Waltham Forest. Bringing general practices together to work at scale has been a policy priority for some years for a range of reasons, including improving the ability of practices to recruit and retain Staff; to manage financial and estates pressures; to provide a wider range of services to patients and to more easily integrate with the wider health and care system. Service Providers will be required to establish, develop and maintain strong, positive working relationships with the primary care networks that are based within the areas of the borough in which they are operating.
- 16.3. Effective collaboration and communication are needed to support the provision of patient-centred care. In order to ensure a responsive and proactive dynamic care management system, the Authority will facilitate the provision and sharing of service user information needed for effective care planning and collaboration between applicable care team members and the service user. The Service Providers will be required to be signatory to any information sharing agreements and protocols that are deemed necessary to enable multidisciplinary care and support for any Service User in receipt of home-based support

- 16.4. Managing risks in partnership. In order to ensure that multi-agency care and support is effective, Service Providers will be expected to share information on new and emerging health, social care and clinical risks in order to ensure that a rapid and proportionate response can be enacted. The Service Providers will be required to participate in training on key issues, to follow agreed health and social care protocols in response to a range of risk related issues, and to ensure that the delivery of home-based support is conducted in reference to the practice standards and guidance agreed by the health and social care commissioners, and other professionals within the Borough.
- 16.5. Areas of risk that will require specific training, and responses will include, but are not limited to;
- 16.5.1. Reabling, rehabilitation and promoting self-care
 - 16.5.2. Managing challenging behaviour
 - 16.5.3. Safeguarding
 - 16.5.4. Tissue viability and managing pressure ulcers
 - 16.5.5. Checking equipment safety and reporting equipment failure
 - 16.5.6. Manual handling
 - 16.5.7. Hydration and the identification and prevention of urinary tract infections
 - 16.5.8. Supporting service users in receipt of palliative care
 - 16.5.9. Observing and responding to changing needs
 - 16.5.10. Multi-disciplinary Team (MDT) working
- 16.6. Service Providers must engage with Multi-Disciplinary Team Meetings (MDT) as required in order to support the overall health and care needs of Service Users whose care is identified as being best managed and coordinated through the MDM approach.
- 16.7. Multi-Disciplinary Team Meetings will be held monthly and will be led by Primary Care Networks (PCNs). Service Providers will be required to engage either in the Multi-Disciplinary Team Meetings or with a range of health and social care professionals to both inform the meetings and to implement any recommendations that are agreed. This engagement will be specific to Service Users who have been selected for care management in the MDT and who are in receipt of a package of care from the Service Provider.

17. Safeguarding

- 17.1. Service Providers must have systems and procedures in place to safeguard adults, children and vulnerable groups from abuse, exploitation and neglect in line with the Authority's multi-agency procedures.
- 17.2. The Service Provider's measures to safeguard Service Users shall include, but not be limited to:
- 17.2.1. Robust recruitment procedures including references of Staff
 - 17.2.2. Checks with DBS, registration with regulatory bodies, for example The Health and Care Professionals Council (HCPC)
 - 17.2.3. Checks of applicants' employment status
 - 17.2.4. Safeguarding children and adults' procedures compatible with the Authority's multi-agency procedures
 - 17.2.5. Clear statement of rights and zero tolerance of abuse

- 17.2.6. Clear and well publicised whistle blowing policy and procedure
- 17.2.7. Code of Conduct for Staff
- 17.2.8. Procedures that clearly state the response to any act of abuse, exploitation, or neglect
- 17.2.9. Protocol and systems for referral of Staff/ volunteers to regulatory bodies when there is evidence of misconduct that has harmed, or is likely to harm, Service Users
- 17.2.10. Robust procedures and guidelines for the management of activities that can present risks of abuse
- 17.2.11. On-going Safeguarding Adults and Children training that promote awareness of abuse and how to respond and report concerns
- 17.2.12. Training for Staff that supports good practice in all areas described under policies and procedures
- 17.2.13. Training for Staff with responsibility to investigate complaints and safeguarding concerns
- 17.2.14. Clear and accessible information describing the service standards, how to complain and how to report abuse
- 17.2.15. Ensuring that leaflets about abuse and how to report them are clearly displayed and in an appropriate accessible format

18. Safeguarding Children

- 18.1. The Service Provider shall:
 - 18.1.1. Have a Designated Safeguarding Children Advisor. The advisor shall understand and received training on the London Safeguarding Children Board Child Protection Procedure: Edition 5 and shall be the single point of contact between the Service Provider and Waltham Forest when any actual/suspected abuse is reported/investigated (http://www.londoncp.co.uk/chapters/A_contents.html)
 - 18.1.2. Ensure that the Designated Safeguarding Children Advisor has full knowledge of Waltham Forest's referral pathways
 - 18.1.3. Ensure that the Designated Safeguarding Children Advisor is covered when they are away on annual leave or sick
 - 18.1.4. Ensure that the Designated Safeguarding Children Advisor has regular and recorded supervision by an HCPC registered social worker
 - 18.1.5. Comply with the London Child Protection Procedure: Edition 5, Working Together to Safeguard Children March 2015 and Waltham Forest's Safeguarding Children's Board Policies & Procedures (www.walthamforest.gov.uk/lscb)
- 18.2. At the commencement of the Call-Off Contract the Service Provider will provide the Authorised Representative in Waltham Forest with a copy of their Child Protection Procedures and ensure that the Authorised Representative is advised of any amendments or revisions
- 18.3. Ensure that all Staff workers receive the appropriate training in relation to child protection, referral pathways and the Service Providers Child Protection and Whistleblowing procedures

- 18.4. Ensure that all Staff are made aware that there can be no justification for failing to share information that will allow action to be taken to protect children/young people
- 18.5. To ensure that all cases of abuse or neglect (actual or suspected) are reported to the Authority's Child Protection Team via the Multi Agency safeguarding Hub (MASH) - 020 8496 3000, via MASHrequests@walthamforest.gov.uk
- 18.6. Record, report and evidence to the Authorised Representative the volume of child protection incidents in relation to the service (including themes identified and action taken).
- 18.7. Ensure that all Service Provider Staff are trained in Child Protection (Level 1 & 2), Child Sexual Exploitation (CSE) and Female Genital Mutilation (FGM).
- 18.8. The Service Provider shall promptly inform the Authorised Representative (who shall in turn inform the Authority's Local Authority Designated Officer - LADO) of any cases of abuse or neglect (actual or suspected) in relation to its Staff and / or the Service.
- 18.9. All safeguarding referrals received by the Authority about the Service Provider, its Staff and / or the Service shall be logged and investigated under the Authority's Child Protection Procedure. To assist the investigation, the Service Provider shall provide the Authorised Representative with all required information within the requested timescales.
- 18.10. If a Service User is placed on the local Child Protection Register, the Service Provider shall not for reasons of confidentiality be told of the Service User's registration unless the Authorised Representative believes disclosure of such information to be in the best interests of the Service User and / or other children / young people in the Service User's home. However, if the Authorised Representative tells the Service Provider to report any particular type of concern, such as evidence of neglect, to the Authorised Representative, the Service Provider shall monitor the Service User and report any concern to the Authorised Representative.
- 18.11. The Service Provider and its Staff shall attend any childcare proceedings such as Court Proceedings, and Child Protection related meeting such as Case Conferences, if required by the Authority.

19. Safeguarding Adults

- 19.1. The Service Provider shall:
 - 19.1.1. Have a Designated Adults Safeguarding Manager as defined within the Care Act, who will be central for safeguarding issues for the Service Provider. The individual shall be the single point of contact between the Service Provider and Waltham Forest when any actual/suspected safeguarding is reported and/or investigated.
 - 19.1.2. Comply with the Authority's policy and procedures (<http://www.walthamforest.gov.uk/Pages/Services/asc-conc-rep.aspx>)
 - 19.1.3. Ensure that the Designated Adults Safeguarding Manager has full knowledge of Waltham Forest's referral pathways

- 19.1.4. Ensure that the Designated Adults Safeguarding Manager is covered when they are away on annual leave or sick
 - 19.1.5. Ensure that the Designated Adults Safeguarding Manager has regular and recorded supervision
 - 19.1.6. Ensure that all Staff receive the appropriate training in relation to safeguarding adults
 - 19.1.7. Ensure that all Staff are made aware that there can be no justification for failing to share information that will allow action to be taken to protect adults
 - 19.1.8. Ensure that all cases of abuse or neglect (actual or suspected) are reported to the Authority's safeguarding team, 020 8496 3000, via wfdliaison@walthamforest.gov.uk
 - 19.1.9. Record, report and evidence to the Authorised Representative the volume of adult safeguarding incidents in relation to the service (including themes identified and action taken)
- 19.2. The Service Provider shall promptly inform the Authority's Safeguarding Adults Manager of all safeguarding issues in order to devise a proportionate approach to the concerns, as defined within The Care Act 2014.
- 19.3. All safeguarding referrals received by the Authority about the Service Provider, its Staff and / or the Service shall be logged and investigated under the Authority's Procedure. To assist the investigation, the Service Provider shall provide the Authority with all required information within the requested timescales.
- 19.4. In cases where a member of Staff is subject to safeguarding procedures and the allegations of harm are substantiated, the Service Provider must progress this matter as defined within the safeguarding procedures, i.e. completion of disciplinary process and subsequent referral to the DBS. Should the member of Staff resign prior to the disciplinary process commencing or concluding, then this should be completed in their absence and the recommended referral to the DBS completed, with an acknowledgement being sent to the Safeguarding Adults Manager who chaired the adult safeguarding proceedings.
- 19.5. The Service Provider and its Staff shall attend any safeguarding proceedings such as Court Proceedings, and related meeting such as Case Conferences, if required by the Authority.

20. ICT and Data

- 20.1. The Service Provider(s) will:
- 20.1.1. Use ICT systems, software and hardware as necessary to support the delivery of these services, if this is identified as being required. Specifically, this will be through the use of Electronic Call Monitoring systems as identified within this specification.
 - 20.1.2. Ensure that all records and data entry is accurate to enable high quality data collection to support the delivery, review and performance management of services. The data collected shall include all monitoring data required to demonstrate performance of the Services required under the Call-Off Contract.
 - 20.1.3. Ensure that Staff use and are trained on all relevant systems, applications and electronic equipment, such as apps, secure email and secure messaging.

This includes mobile equipment to allow Staff to access the service remotely, e.g. at home when writing up interviews with end users.

20.1.4. Comply with Accessible Information Standards for public services in place nationally from July 2016. This includes the identification and recording of residents' information and communication needs at the first interaction and on-going throughout contact with the service.

21. Advocacy

- 21.1. The Care Act 2014 introduced a new duty on local authorities to arrange for the provision of advocacy to support people who are deemed to have substantial difficulty in representing themselves or require support to understand the relevant care and support processes to ensure that their needs are met. As part of assisting to meet this requirement, the Service Provider shall be able to recognise where people may require advocacy of this type and be fully aware of the local service provision available.
- 21.2. The Service Provider will take a positive and co-operative approach and organise advocates to come in when this is desirable for the Service User.
- 21.3. The Service Provider should have awareness and understanding of the procedure for undertaking Mental Capacity assessments Levels 1 and 2, and also situations where Independent Mental Capacity Advocacy (IMCA) are appropriate and an understanding of how to access the service.

22. Information, Advice and Guidance

- 22.1. Under the Care Act 2014 the Authority has a duty to provide Information, advice and guidance universally to all residents. As part of its response to this duty, the Authority requires all commissioned and funded services that have face-to-face contact with residents to provide a basic level of information and advice.
- 22.2. The Service Provider is required to ensure that all Staff are able to identify emerging or actual service user needs that are beyond the remit of this service specification and respond accordingly.

23. Management and Governance

- 23.1. The Service Provider(s) will:
- 23.1.1. Appoint a senior Staff member to have overall responsibility for the service, act as a lead accountable person and point of contact for the Authority and to maintain a collaborative relationship with the Authority to ensure synergies in provision across all Services.
- 23.1.2. Notify the Authority no later than four weeks in advance if the lead accountable person changes.
- 23.1.3. Ensure they have appropriate and fit for purpose health and safety and risk management policies, procedures and training in place in respect of Staff.
- 23.1.4. Provide all management, accountancy and administrative support pertaining to the service.
- 23.1.5. Build and maintain effective partnerships with key local contacts and agencies, to assist in the ongoing development of the service and Individuals.
- 23.1.6. Ensure there are complaint and whistleblowing policies in place for Staff and individuals using the service.

24. Health and Safety

- 24.1. To ensure the Service Provider's staff are informed and deal confidently with accidents, injuries and emergencies the Service Provider must ensure that:
 - 24.1.1. All Service Provider's Staff are aware of the Service Providers' policies and procedures for dealing with medical emergencies
 - 25.1.2. Any accidents or injuries to the person that require hospital or GP attendance that all Staff have knowledge of, are reported to the Authority and noted in the person's contact book.

25. Workforce Management

- 25.1. The Service Provider(s) will:
 - 25.1.1. Ensure that at all times throughout the Framework Agreement and all Call-Off Contracts there is a sufficient number of supervisory Staff to enable the organisation to run effectively.
 - 25.1.2. Ensure that there are suitable and proportionate supervisions in place to check quality by Staff.
 - 25.1.3. Ensure that all policies are updated regularly by supervisory Staff
 - 25.1.4. Ensure that all Service Provider's Staff are identifiable with work badges during delivery of the Service.
 - 25.1.5. The Service Provider shall have clear protocols in place in relation to entering and leaving the homes of the Service Users. Keys shall not normally be held by the Service Provider. 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 shall be obtained. Wherever possible, access to keys shall be through a 'key safe' arrangement.
 - 25.1.6. Ensure that all complaints and whistleblowing cases are investigated thoroughly by supervisory Staff and resolved within agreed timescales.

26. Staffing

- 26.1. The Service Provider must ensure that all employment practices conform to the most recent Law and follow good employment practices at all times. Service Provider's Staff must be recruited and selected in accordance with procedures in line with the Authority's Equalities Policy.
- 26.2. The Service Provider shall ensure at all times:
 - 26.2.1. There are sufficient numbers of Staff appropriate to meet individual Service User's needs and aligned to the Care Plan outcome and support needs; and Staff numbers are compliant with National Minimum Standards. These should be taken as the minimum number of Staff required to efficiently operate the Service
 - 26.2.2. All Service Provider Staff have received comprehensive induction
 - 26.2.3. All Service Provider Staff have received on-going mandatory training & specific training where appropriate i.e. dementia, autism etc.
 - 26.2.4. All Service Provider Staff receive appropriate levels of supervision and their performance evaluated by regular appraisals
 - 26.2.5. Ensure clinical Staff hold recognised qualifications as specified by the registered bodies and are professionally updated in line with the requirements of their registering body where appropriate
 - 26.2.6. Ensure the registration status of Staff required to hold a registration

certificate (e.g. registered nurse or therapist) is current and appropriate for the service provided, and that the Staff abide by their code of conduct at all times. Unregistered Staff should abide by the code of conduct of the General Social Care Council

- 26.2.7. Ensure all non-registered Staff practice under the supervision of, and have access to, a registered nurse at arranged days/times, 365 days a year including bank holidays or other suitably qualified member of Staff
- 26.2.8. Operate a flexible system whereby extra Staff can be deployed at times of increased need and cover can swiftly be arranged for Staff that are absent
- 26.2.9. Optimise the continuity of Staff to ensure Service Users receive care from a consistent member of Staff and minimise/reduce the use of temporary Staff. Ensuring Staff are able to understand the Service User and build trust and rapport
- 26.2.10. Identify, through an assessment, the need to make required changes to staffing levels to meet the Service User's assessed need
- 26.2.11. Systematically assess and monitor workloads against the skills mix/grading of Staff to ensure Service User's needs are met
- 26.2.12. Accurate records of Staff attendance and duties are maintained
- 26.2.13. Ensure Staff are suitably reimbursed for incurred expenses
- 26.2.14. Ensure Staff are provided with suitable support networks, such as regular team meetings
- 26.2.15. Ensure that there are adequate lone worker policies to protect and support staff.

27. Staff Files and Training

- 27.1. The Service Provider must maintain and keep information of individual Staff, this includes permanent or casual Staff. Records should include as a minimum:
 - 27.1.1. Personal details
 - 27.1.2. Appropriate registration details
 - 27.1.3. Disclosure and Barring Certificate and date of expiry
 - 27.1.4. Recruitment interview and induction details
 - 27.1.5. Training details with frequency
 - 27.1.6. Supervision and appraisal details
 - 27.1.7. Areas for further development
- 27.2. All Staff must be suitably trained for the Call-Off Contract, including but limited to;
 - 27.2.1. Induction and on-going training including a Code of Conduct and to the policies and practices operated by the Service Provider
 - 27.2.2. Safe moving and handling techniques including Risk Assessment
 - 27.2.3. Health and Safety Regulations including Risk Assessment and COSHH
 - 27.2.4. Incidents procedure such as violence, sexual and racial harassment and challenging behaviour
 - 27.2.5. Complaints and grievance procedures
 - 27.2.6. Values and approach
 - 27.2.7. Anti-discriminatory practice and the Equality Act 2010
 - 27.2.8. Safeguarding procedure
 - 27.2.9. Whistleblowing procedure
 - 27.2.10. Confidentiality
 - 27.2.11. Data Protection Act 2018
 - 27.2.12. Emergency situation procedure

- 27.2.13. Security including identity cards, passwords and key holding
- 27.2.14. Basic Hygiene & Infection Control including dealing with bodily fluids and incontinence management
- 27.2.15. Medication Administration
- 27.2.16. Communication needs and skills
- 27.2.17. The importance of maintaining appropriate professional relationships and boundaries
- 27.2.18. Service User Choice, including positive risk taking
- 27.2.19. Dementia Friends training

28. Contract Management

- 28.1. The purpose of Call-Off Contract management is to adopt a collaborative approach to working in partnership with Service Providers. The Authority's aim is to deliver the best possible service to residents and service users ensuring that results are outcome focused and deliver value for money.
- 28.2. The specific approach to performance management is outlined in Call-Off Schedule 5; Performance Management.

29. Financial Management and Control

- 29.1. The Service Provider(s) will:
 - 29.1.1. Be responsible for ensuring its own viability and sustainability as a service.
 - 29.1.2. Be responsible for managing and monitoring their own finances and ensure adherence to the Authority's financial regulations. The Service Provider(s) will give the following information about expenditure on an annual basis broken down into the following categories:
 - 29.1.3. We reserve the right to request financial reports from the Service Provider in a format determined by the Authority, to cover the following elements:
 - 29.1.3.1. Service Provider Staff
 - 29.1.3.2. Overheads (training)
 - 29.1.3.3. Overheads (management)
 - 29.1.3.4. Overheads (other)
 - 29.1.3.5. Third party spend
- 29.2. Service Providers will need to ensure that they have a dedicated bank account with a reputable bank/building society.

30. Business Continuity

- 30.1. Service Providers must have an up to date business contingency plan that shall demonstrate how they would continue to provide, prioritise and plan services in the case of events that have a major impact on access or Staff availability.
- 30.2. These shall include extreme weather, major disasters, severe snow/ weather, Covid-19 related issues, unprecedented levels of Staff absence/sickness, loss of ICT or telephone lines or any other exceptional circumstances.
- 30.3. Service Providers may be asked to take part in Authority emergency planning and provision of services in the event of an emergency in the Borough.

31. Communication

- 31.1. The Service Provider shall report any serious incidents and significant events that affect a person or the provision of the Service. All serious incidents and significant events shall be reported to the Authority as soon as possible following the serious incidents and significant events and in any event within twelve (12) hours of the occurrence of the serious incident.
- 31.2. The definition of a “Serious Incident” is broad and the process of reporting them and an explanation of what they mean shall be covered within the Service Provider’s Risk Management Policy. This includes, but is not limited to, all Incidents involving the following:
 - 31.2.1. There is a safeguarding alert
 - 31.2.2. The Service User’s needs change
 - 31.2.3. The Service User is admitted to hospital
 - 31.2.4. The Service Provider becomes aware of the Service User’s changing health needs
 - 31.2.5. The Service User has an infectious disease
 - 31.2.6. The Service User dies
 - 31.2.7. The Service User is arrested
 - 31.2.8. The Service User is not present for an appointment and the Service Provider was not made aware of this.
 - 31.2.9. The Service User refuses the service
 - 31.2.10. The Service User bequeaths the Service Provider or any specific member of the Service Provider’s Staff part of their estate upon their death or makes the Service Provider a beneficiary of their will.
 - 31.2.11. The Service Provider is unable to provide the Service for any reason
 - 31.2.12. Serious crime or violence to a person, Staff or members of the public;
 - 31.2.13. Serious threats to a person, Staff or members of the public;
 - 31.2.14. Unexpected death or serious injury within the Service;
 - 31.2.15. Emergency admission to hospital;
 - 31.2.16. Housing management incidents that lead to a serious disruption of a Service including fire, flood, power failure, those which lead to the building being unoccupied;
 - 31.2.17. Any incident that leads to a Safeguarding Adults / Children Alert being raised;
 - 31.2.18. The Service Provider shall report ‘softer’ indicators of deterioration, such as changes to usual behavioural patterns, to relevant care managers to flag potential crises and provide a holistic view of the person for all bodies providing care.
 - 31.2.19. Any other incident which compromises the Service Provider’s ability to provide the Service to any person in accordance with their Care and Support Plan.
- 31.3. The Service Provider must agree to meet the Authority staff, with a minimum notice of period of 1 working day.
- 31.4. The Service Provider shall respond to all communications from the Authority, including requests for information, within one working day.

-THE END-

