

SCHEDULE 2 – THE SERVICES

A. Service Specifications

The following provides a service description in relation to domiciliary care services. This descriptor provides a general overview of expected provision but should be viewed in conjunction with each individual service user's care plan.

1. Background and context

This specification is intended to outline the expected outcomes the CCG wants to achieve for individuals who are eligible for NHS Continuing Healthcare ("CHC" for adults) or NHS Continuing Care ("CC" for children) funding and in receipt of care at home.

Its contents provide an overview of what we would expect to see delivered in order that service users are provided for and supported to lead as fulfilling and holistic life as possible.

This specification does not substitute for a service user's care plan as it would be expected their care plan will be one which is individualised and tailored to meet their changing care needs, and should be considered in conjunction with this specification.

2. Scope

The commissioned service will be for adults and children across all client groups who are registered with a Wakefield G.P. and have been determined to be eligible for NHS Continuing Healthcare or NHS Continuing Care (in line with the National Framework for NHS Continuing Healthcare and NHS-Funded Nursing Care (revised October 2018) or the National Framework for Children and Young People's Continuing Care (2016) respectively). This includes service users with a NHS Personal Health Budget.

The care to be provided will be delivered in line with an assessment of need that will be carried out by the Wakefield Clinical Commissioning Group (WCCG) CHC/CC team and will determine the level of care required.

It is anticipated that the majority of work allocated will be for service users who are over the age of 18, however work for WCCG Children's Continuing Care may be available during the term of this Contract. There is no guarantee of work being allocated to a Provider for either adults or children's services; when available, work will be allocated only where the Provider can demonstrate that appropriately trained staff and correct CQC registrations are in place.

Providers will qualify to deliver the service by entering a successful bid to join the WCCG Domiciliary Care Any Qualified Provider ("AQP") Framework.

Hereafter all references to service user and/or family/carers in relation to sharing of information and care planning are based on the assumption that the Provider has obtained appropriate consent in compliance with the Mental Capacity Act (see further detail at 13. Mental Capacity Act).

3. Aims & Objectives

- To provide high quality care through experienced, competent, supported and trained workforce
- To improve the service users' health and wellbeing and ensure their safety delaying and reducing the need for residential care and/or hospitalisation
- To have care needs met in a way that puts the service user at the centre
- To provide good quality care that meets the required and expected standards of domiciliary care providers
- To safeguard vulnerable adults and care for people in a safe environment
- Promote the independence of people in their own homes and support people to regain and maintain their skills with a "supporting to" rather than "doing for" approach
- To establish effective links with and work in close collaboration with other health and social care services to support service users' care, signposting to other services and supporting this where required

This specification is designed to outline what the CCG commissioned service is to provide. This is a responsive high quality domiciliary care provision for service users identified as eligible for NHS CHC/CC.

The overarching aim for the service is for every service user to achieve their maximum possible level of independence at home and to improve well-being. This represents a shift in thinking and approach away from traditional models of domiciliary care which have tended to focus on maintenance, rather than enablement, promoting independence and a person's individual wellbeing.

The objective is a change in culture, working practices, service delivery methods and the intention to foster a genuine spirit of partnership between the Parties, working closely together to ensure the successful implementation and further development of the domiciliary care service.

4. Service Description

The Provider is required to deliver personalised care and support and shall ensure that the services they deliver meet the assessed needs and outcomes of service users.

The aim of the service is to enable service users to lead a full life, maximising their independence, promoting their health and wellbeing and supporting them to remain safe and comfortable in their own homes for as long as possible. Services should be focused on maintaining service users' dignity, privacy, freedom of choice and should treat them with respect at all times.

The service will be flexible and person centred. It will implement effective positive risk management and will incorporate services which address the needs of the service users and ensure outcomes of support plans are met. A strong emphasis will be placed on maintaining and developing service user's abilities and skills, with a "supporting to" rather than a "doing for" approach.

The Provider will address the needs of service users holistically, value difference and ensure their social, cultural and religious needs are acknowledged and addressed. It will work to sustain the support offered to service users by their family/carers and their local communities, and will connect people to new community based opportunities where required.

The Provider will seek, and be responsive to, service users' and family/carers views and priorities and work collaboratively with other service providers, internal and external partners to ensure quality and achieve:

Prevention of need; The Provider shall work collaboratively with service users, their family/carers and local community organisations, making effective use of available information, networking and signposting

Reduction of need; The Provider shall employ reablement approaches to service delivery wherever possible

Delaying further need; The Provider shall deliver early and/or timely intervention to assist service users who may be at risk of potentially developing further health and/or social care needs and help them keep well, thus preventing further dependency on support

Meeting need; Where a service user requires on-going maintenance, care and support, the Provider will work closely with the service user and their family/carers to ensure they have the necessary support they need to maintain independence and achieve their wellbeing outcomes

WCCG are committed to raising the standards of contracted care at home. WCCG and the Provider will identify ways in which the quality of the service can be improved and to expand the range of services available to service users. This may include Professional Networks detailed further in Future Developments.

WCCG strongly believe that in order for care workers to feel valued, secure, and happy at work they must be supported with a fair deal within their employment. Providers should offer terms and conditions to their staff, commensurate with their responsibility. Sufficient time must be allowed to deliver the commissioned service at each visit and must include travelling time between appointments.

WCCG have a strong commitment to achieving social value through its procurement activity. This means that where we spend public money on goods and services that we ask Providers what they are doing to support the local community. Providers need to consider how social value will be achieved through environmental, social and economic benefits. Providers should demonstrate that they deliver social value

and consider any additional measures they would implement as part of this arrangement.

Services should be delivered innovatively, creatively and cost-effectively and in accordance with the following principles:

5. Key Principles for Service Users

Safe Services: WCCG recognise the need for services to be delivered by suitably trained staff with realistic work schedules that provide the opportunity for services to be delivered in accordance with the support plan; and for support to be delivered in accordance with risk and manual handling assessments. Service users shall be protected from risk of harm that arises from abuse or neglect.

Continuity of Care Workers: WCCG recognise and acknowledge the need to maintain a high level of continuity of care workers in the provision of the service; the Provider will therefore take all reasonable steps to ensure that changes to care workers are kept to a minimum and that service users are informed in advance of who will be providing their support and notified of any changes.

Focus on Outcomes: The Provider will work with the service user to understand how they wish their care and support to be delivered to meet the assessed healthcare outcomes and personal aspirations they have identified in their support plan. The extent to which a service user's outcomes have been met will be measured when the support plan is reviewed.
The Provider should actively engage with service users so that they are consistently contributing, where possible, to the structuring and delivery of their care.

Focus on Dignity and Respect: At all times the Provider will ensure that care and support is planned and delivered with compassion, dignity and respect. The service user should be recognised as the key decision maker and their choices and preferences about the quality of care provided and experienced should be respected. Efforts should be made to respect the individual service users' preferences when providing personal cares.
Each service user should be treated as able to make their own decisions. A service user's capacity to make a decision will be established at the time that a decision needs to be made, and they will be presumed to have capacity as per the principles set out in the Mental Capacity Act and any successor legislation.

Personalised Support Plans: In addition to their assessed healthcare needs the service user's goals, targets and objectives should also be considered at all times. The service user will be the key decision maker about what healthcare outcomes they want to achieve and exactly how, when and by whom the services will be delivered.
Each service user will be recognised and respected as an individual and will be given the opportunity to act and think without reference to another person, to make choices independently from a range of appropriate options and the Provider will understand any willingness from the service user to incur an acceptable degree of risk.

The Provider will recognise the intrinsic value of individual service users, regardless of circumstances, by recognising their uniqueness and their personal needs and treating them with respect, in line with Department of Health and Social Care '*Dignity in Care*' policy and End of Life guidelines, e.g. Gold Standards Framework

6. Key Principles for Providers

Universality: The Provider will deliver a high quality, comprehensive service that is suitable for all service users. The services must adapt to the many and varied needs, preferences and wishes of these service users.

The service will be organised and provided in a way which does not negatively discriminate against service users or staff in respect of race, gender, disability, sexuality, culture, language, religion or age. Providers shall ensure that the religious, cultural and spiritual needs and wishes of all service users are identified, respected and wherever possible met.

Partnership Working: There will be a commitment from WCCG and the Provider to create strong and transparent relationships, sharing knowledge and information for the benefit of the service user. The Provider will also be expected to work with other services and providers to connect people to other sources of information, advice and support where appropriate.

Where the service user is a child or young person then partnership working should also consider the responsibilities that are additionally shared with the local authority and the education authority as well as other children's community services.

The sharing of any and all kinds of information concerning a service user will always be consistent with the principles of consent and data protection as well as choice and privacy.

Service Innovation and Development: The Provider will proactively identify ways in which they can improve the quality of the service, the type of service it offers and the suitability of the service (e.g. to reflect changing future needs).

7. Service Criteria and Standards

The Provider will ensure that the service user receives services that:

- are registered and regulated by the Care Quality Commission (CQC)
- meet their outcomes
- maximise their independence
- are reliable and consistent
- are safe and sustainable
- are delivered with dignity and respect
- allow continuity of care worker
- are flexible and empower the service user to exercise choice and control over all aspects of how their care and support is delivered.

The Provider must ensure that they have the capacity and capability to deliver the service 365 days per year, (366 in a leap year) although actual service provision will be determined by requirements detailed in the support plan of service users.

The Provider must be able to demonstrate flexibility in deploying staff where they are needed to support packages of care, including double up packages, and hours of service at all times. The Provider must conduct regular reviews of staffing levels and resources, especially at times of increased demand to include winter pressure, bank holidays and school holiday periods. Providers must ensure that they have adequate resources to adapt to the demands of the service to ensure that care can be provided in a timely, safe and effective manner.

The Provider will:

- have an organisation that is set up and run in a robust way that supports the delivery of high quality, person centred services
- deliver care and support to the required standards as set out in this specification
- have sufficient capacity to deliver the service commissioned by WCCG and adequate cover for staff absence
- accept new packages of care and support, revisions to existing support plans and re-starts within stated timescales
- ensure that staff are paid at least the prevailing National Living Wage or National Minimum Wage whichever is applicable
- allow sufficient time to deliver the commissioned service at each visit and will include sufficient travel time between care appointments

The Provider will work in partnership with service users, their family/carers (with appropriate consent), local authority social work teams and the WCCG to achieve measurable outcomes. This will require each party to share information about:

- processes and services
- what approaches work best for the service user as people who understand the impact of their own condition
- the assets and resources that are available in a service user's natural support network and in their local community

WCCG support the position that health and personal care at home generally cannot be delivered safely and with dignity in less than thirty minutes and will not for the term of this Contract commission services of less than 30 minutes.

The Provider must ensure that care team members remain at a visit for the duration of the commissioned time. If the outcome of the visit has been met in a shorter time than that commissioned, the care team members should speak with the service user and see if other outcomes in the support plan can be met, or otherwise spend the time participating in meaningful engagement with the service user.

The core service hours will be that the first visit will start no earlier than 07.00am and the last visit will be completed by 10.00pm, excepting where waking and/or sleeping night care has been commissioned for the service user, or exceptional circumstances.

The service will be available at the time of day which meets the needs and reasonable choices of individual service users. Service users will be given

approximate visit times with an understanding that these times can differ by up to 15 minutes later or 15 minutes earlier than defined. In exceptional circumstances, actual times may need to be adhered to e.g. when service users have specific support needs around medication. Where the visit will be more than 5 minutes from the expected time the Provider should contact the service users to advise them of this

The Provider is responsible for planning work rotas and must be able to evidence to WCCG that sufficient time is allowed for care team members to travel between visits to enable them to carry out their duties without causing delay to others who are also due to receive the service.

The Provider will at all times avoid missed or late visits. All incidences of missed and late visits will be recorded and reported on a quarterly basis to the CHC/CC team.

The Provider will ensure that for each missed visit a safeguarding alert is raised via Social Care Direct. For the avoidance of doubt, this means any visit which is delivered more than 1 hour after the agreed start time, or any visit which is not delivered.

The Provider must ensure that all care team members are given appropriate detail and understand the support plan regarding the service users' needs, preferences and specific details of the way in which they are to be met. The support plan agreed between the Parties will show how the service user's support package will meet their outcomes.

The Provider will support the service user to access other care and support pathways available, such as:

- adaptations, assessment and installation;
- Telecare equipment, assessment and installation;
- primary and community care services including nursing and learning disability teams, health professionals/GPs;
- family services
- education (where applicable)
- voluntary sector such as adult's or children's hospice (where applicable)
- other wellbeing services
- other service and/or community providers the service user may receive support from e.g. Daytime Opportunities and outreach providers, befriending etc.
- "Making Every Contact Count" i.e. raising awareness of public health topics and signposting to local services.

In assigning care workers to a particular service user, the Provider will consider and ensure that the skills and experience of the care team member meets the needs of the service user, including cultural, religious and ethnicity and/or communication needs. The Provider will at all times be respectful of the diversity of all the protected groups.

Care team members are visitors to the service user's home and as such can be refused entry or be asked to leave by the service user at any time. Such requests must be complied with and where a service user refuses entry or rejects a care team member, the Provider is required to investigate the reason, and advise WCCG immediately or by no later than the next working day if the incident takes place outside WCCG business hours. Consideration should be taken as to whether the on-call service at Social Care Direct should be informed in these circumstances.

The Provider will respond to any contact made by the service user or their family/carers in a timely manner. If the contact relates to a late or missed call, the Provider will make contact immediately. For other contacts, the Provider will respond within 24 hours. The Provider should listen to and act on any reasonable concerns and feedback received and ensure that the outcome is relayed to the service user and their family/carers.

8. Allocation of Care Packages

At present new packages of care will be allocated to Providers by the WCCG Brokerage team. On receipt of a Care Coordination referral and/or notification from WCCG clinicians of a service user requiring care the Brokerage team will email contracted Providers with package details. The email will be blind-copied to all appropriate Providers at the same time and will include:

- Service user postcode and/or initials as a package reference
- Date of proposed package start, if known, usual A.S.A.P.
- Details of service user needs, e.g. personal hygiene, moving and handling, pressure care. This list is not exhaustive.
- Visit requirements including number of visits per day and/or week, approximate times, visit duration and number of staff members required
- Any other relevant information

Providers should respond to the request from the Brokerage team confirming if they have the capacity to accommodate the package as detailed. Until such time as a package is allocated and subject to service user agreement, where multiple Providers respond to a referral they will be given opportunity to assess the service user in a timely manner. The Brokerage team will be responsible for communicating with the service user and/or their family/carers as appropriate to inform them that the relevant Provider has capacity and will be contacting them directly to arrange a suitable day and time to carry out their assessment.

Following the assessment being carried out and agreed by all parties it is expected that the Provider should confirm the service commencement date and time with the Brokerage team in writing. The Brokerage team will then complete the necessary financial administration to initiate the service. The service user and/or their family/carers as appropriate will be kept informed at all stages of the package allocation process.

Any future changes to this process will be communicated to Providers by WCCG. (Please see 20. Future Developments regarding Digital Marketplace).

In the event that no Provider on the AQP Framework is willing or has the capacity to accept packages advertised by the Brokerage team WCCG will consider the use of Development Zones, or otherwise reserves the right to broker the package to the open market. (Further detail is provided in the Contract Particulars, Schedule 3 – Payments).

The Provider is responsible for notifying WCCG CHC/CC team if the needs of a service user have reduced or increased so that a review can be conducted and the support plan adjusted, if appropriate. Temporary changes to a service user's support package must also be agreed by contacting WCCG CHC/CC team, prior to commencement or within 1 working day in the event it is necessary to enact urgent changes outside of WCCG business hours.

In the event of either a significant or minor change to the service user's condition, the Provider will notify WCCG's CHC/CC team, who will determine whether to carry out a reassessment of need or an early review.

In the event of either a significant or minor change to a package, the Provider will continue to deliver care to the service user in line with any package adjustment. The Provider will be expected to deliver the adjusted package from the point of notification of the change by WCCG CHC/CC team. If the Provider is unable to facilitate the change in package, WCCG should be informed and details of the package of care passed to the Brokerage team to source a new Provider. Exit Arrangements as detailed in the Contract Particulars should be followed as appropriate to ensure a continuity and transfer of care, reducing the risk of any deterioration and/or need for hospital admission.

9. Payments to Providers

The rates that will apply to this Contract are pre-set by WCCG. WCCG will pay one of two rates depending on the service users' needs which WCCG will establish by completing the Tiering Determination Tool (Further detail including the appeals process is detailed in the Contract Particulars, Schedule 3 – Payments).

The Provider will be paid for each hour (or part hour) of care and support delivered as detailed in the service user's support plan. The Provider must ensure that staff remain at a visit for the duration of the commissioned time. Should defined tasks be completed sooner than the end of the scheduled visit, staff should use the additional time participating in meaningful engagement with the service user.

Providers must ensure that any request for payment is directed to NHS Shared Business Services (as detailed in the Contract Particulars, Schedule 3 – Payments). Any invoices received that do not comply with the payment terms, and/or are requested for care delivered outside of agreed care plans without prior approval from the Commissioner, will be placed on hold pending further investigation from WCCG CHC/CC team.

10. Service Suspension and Revisions

The nature of some service users' health conditions or support needs and the circumstances around why they have been assessed for assistance means that

sometimes the service may be suspended at short notice (e.g. emergency hospitalisation). Where WCCG is notified of a hospital admission all reasonable endeavours will be made to ensure the Provider is informed where visits are not required.

Upon notification of the service user being ready to be discharged from hospital the WCCG CHC/CC team will consult with the Provider to make reasonable endeavours to ensure that the service user's support plan will be reactivated within 24 hours, consistent with previous support arrangements, unless there has been a change in need. Where a service is to be re-started and it is substantially different to previous arrangements the Provider must make reasonable endeavours to ensure that the service starts within 3 working days of being notified.

Where the Provider is no longer able to meet the needs of a service user following a period of hospitalisation and therefore cannot re-start the service, e.g. due to an increase in the level of care required, the care package will be passed to the Brokerage team to source a new Provider with immediate effect with no notice period.

If the service is not provided for a service user because of hospital admission or a change in the service user's circumstances, including holidays, visits to relatives/carers, or cancellation by the service user, the Provider must notify the CHC/CC team within 24 hours. The notification should include the service user's details, the date that the service was suspended and the current position, e.g. whether the service user is likely to remain in hospital. The Provider must endeavour to identify what the current position is by talking to the Brokerage team, the service user where possible, family/carers as appropriate and any other people who are involved in the care of the service user. The Provider is expected to determine the anticipated duration of hospital admission and therefore how frequently it will be necessary to contact the appropriate person(s) for an update on the service user's discharge date, for example, daily contact may be required for a short stay whilst a long term admission might necessitate weekly contact at a minimum.

WCCG will pay for services that are actually delivered, and will pay usual care package costs for the first 24 hours only in the event that a service user is admitted to hospital or placed in emergency respite. For other service suspensions excluding emergency admissions e.g. holidays or cancellation of a visit by the service user, Providers should make it clear to service users and/or their family/carers as appropriate that they are required to give at least 24 hours' notice of any such cancellation. If this notice is not given, the Provider will only be paid for the initial visit, and no subsequent ones. Where sufficient notice is given then no costs shall be incurred.

The service user may at times inform the Provider that they wish to terminate the service. In such instances the Provider must immediately inform WCCG who will contact the service user and investigate the reasons for this, and will then proceed accordingly. A service termination will only be enacted on the receipt of formal notice from either of the Parties to this Contract in accordance with the defined Exit Arrangements, and not from the service user.

There may be challenges to working with some service users. While the respect that should be shown to service users should also be reciprocated, their level of assessed need may require the Provider to persevere to build constructive and positive relationships. The Provider should contact the CHC/CC team where there is a significant or perceived substantial risk to care team workers or others. Care workers should only be withdrawn from a situation when there is a risk to their personal safety or of harm to the service user, as unnecessary or unwarranted withdrawal could be detrimental to the service user by leaving them unassisted or vulnerable. Any such instance must be reported to the CHC/CC team immediately so that the Provider's contingency plan can be agreed and actioned. Consideration will be made as to whether or not Safeguarding will need to be alerted.

The Provider will ensure written records of incidents are kept and analysis undertaken to review lessons learned. The Provider will make these records available to WCCG for monitoring purposes. Under no circumstances will the Provider vary, terminate or suspend services to a service user without first consulting WCCG's CHC/CC team for advice and authorisation on how to proceed.

Where the Provider is experiencing any difficulties concerning the scheduling, or delivery of the services to meet the required standards, the Provider will inform WCCG's CHC/CC within 24 hours of the issue first arising. It is expected that the Provider will undertake all reasonable endeavours to accommodate the required service.

11. Measuring Outcomes & Eligibility Reviews

A formal review of the service user's support plan will be conducted by WCCG. The review will address the extent to which the outcomes are being met. Responsive reviews will be held within the first 3 months following the commencement of services. Thereafter, reviews of the extent to which the service user's outcomes are being met will be held as often as WCCG, the Provider and/or the service user agree is appropriate, but at least annually. The support plan may consequently be amended as necessary to reflect any changes to the outcomes as required.

If a review finds that there is a significant difference between the level of service described in the support plan and that being delivered, WCCG may adjust the support plan and liaise closely with the Provider to fully understand the circumstances around this. WCCG will investigate such incidents and take appropriate actions, where required.

The Provider may also be invited to contribute to NHS CHC/CC assessments and reviews to determine the ongoing funding eligibility of the service user. Should they wish to participate the Provider will be given appropriate notice to ensure they are able to provide a suitable member of staff who is familiar with the service user, and able to answer any relevant questions related to the service users' care and needs. The staff member should be available for the duration of the assessment or review. The Provider should also ensure that any documentary evidence required is made available to Commissioners no later than 5 working days after completion of the assessment or review.

12. CQC Registration and Management Oversight

The Provider will demonstrate appropriate registration (without conditions) with the CQC for the provision of the service. It will employ a manager who is registered with the CQC (“Registered Manager”) and who is competent to deliver the role, providing oversight and positive leadership for the Provider’s operation in the service. The Provider will arrange for continuity of Registered Manager cover at all times.

The Registered Manager should not undertake any routine or planned direct provision of care but will provide management oversight and will ensure that all staff receive appropriate professional supervision.

The Provider must notify the commissioner of any amendments, conditions, variations or applications made in respect of the CQC registration, including any changes to the Registered Manager, within 5 working days. The Provider must also notify the Commissioner of any penalties imposed for non-registration (the Provider can no longer provide a service if not registered as this is a legal requirement), CQC inspections, improvement notice, compliance notice, and enforcements for delivery of poor quality care.

The Provider must make available within 5 working days all inspection reports and subsequent action plans, CQC periodic and special reviews, national audit reports, and national patient and staff surveys as applicable for commissioner review.

13. Mental Capacity Act (MCA)

The Mental Capacity Act (2005) came into force fully from 1 October, 2007 and applies to everyone who works in health and social care and is involved in the care and treatment or support of people over the age of 16 in England and Wales, who are unable to make all or some decisions for themselves. If a child who is under 16 does not have the capacity to give consent, someone with parental responsibility can consent for them, but that person must have the capacity to give consent.

The Commissioner requires all Providers to demonstrate an awareness and understanding of the MCA and its principles, including capacity and best interests and understanding the role of the Independent Mental Capacity Advocate (IMCA).

Documented protocols and procedures to address the Act shall be in place, including record of Advance Decisions, recording Lasting Power of Attorney (LPA), IMCA or Relevant Persons Representative (RPR). Power of Attorney and Court of Protection documents must be made available to the Commissioner on request.

<http://www.justice.gov.uk/guidance/mental-capacity.htm>

14. Strategic Partnership

The Provider will work in partnership with WCCG to plan personalised support with service users which includes the provision of personal care delivered with compassion, dignity and respect. This includes partnership working in respect of tripartite care planning and/or decision making that may be required for children or young people in collaboration with service users and their family/carers, local authority and education authority.

By agreeing to work as partner agencies, WCCG and the Provider are making a commitment to the following principles:

- Collaborate to deliver personalised support which respects autonomy and self-determination and empowers the service user to achieve their outcomes
- Recognise and respect service users as people who understand the impact of their own condition
- Recognise and support the role and contribution of family/carers
- Value the workforce and create an environment in which skills can be developed and career opportunities accessed
- Make training available to the Provider's staff on the Mental Capacity Act and any successor legislation, and on proactive safeguarding of adults and/or children at risk of abuse
- Share key objectives
- Enable agreed risk
- Promote independence and reduce dependency
- Share the potential risks involved in service developments, where gaps in service have been identified and the need to commission has been agreed by both Parties
- Promote the strategic partnership approach at all levels across the organisations
- Have an agreement which is flexible enough to reflect changing needs, priorities and lessons learnt, and which encourages service user's participation
- Work together to plan and shape the workforce to deliver on new types of services
- Work together to agree information governance arrangements which provide for sharing of relevant information held by WCCG, the local authority, the

education authority (where relevant) and the Provider relating to the service user

- Collaborate for mutual benefit by agreeing to:
 - Communicate with each other clearly and regularly
 - Be open and honest with each other
 - Listen to, and understand, each other's point of view
 - Share relevant information, expertise and plans
 - Avoid duplication wherever possible
 - Monitor the performance of both Parties
 - Seek to avoid conflicts but, where they arise, to resolve them quickly at a local level wherever possible
 - Seek continuous improvement by working together to get the most out of the resources available and by finding better, more efficient and innovative ways of doing things

15. Process, Policies and Procedures

The Provider will adhere to health and safety guidance and in doing so, ensure that the health and safety and the safeguarding of service users in the service is enhanced by the use of processes, working practices and systemic activities that prevent or reduce the risk of harm to those service users.

The Provider will have appropriate health and safety policies and procedures (such as lone working policy) in place and will ensure that all staff receive the necessary training and instruction in all such policies and procedures in their provision of services.

Using agreed processes the Provider will record and report all Serious Incidents immediately, through Social Care Direct and to the WCCG CHC/CC team. The Provider will co-operate in all investigations undertaken and will be expected to demonstrate systems, policies and procedures for risk assessment, risk management, investigation and learning lessons from incidents. The Provider will ensure that all staff employed in the service are trained and supported in understanding the importance of reporting on, and ensuring the safety of vulnerable adults and children, and the potential consequences of not doing so.

The Provider will ensure that each service user receives the best possible standard of support based on an assessment of their needs and the personal outcomes outlined in the support plan. Systems and policies in place will be responsive to the needs of the service users and the Provider will ensure it makes all reasonable adjustments to ensure that the service is accessible, appropriate and flexible. The Provider will demonstrate that its professional leadership and management accountability, as well as its culture, systems and working practices, ensure that probity, quality assurance, quality improvement and safety are central components of all its activities in relation to delivering the service.

The Provider will deliver personal support so that it is consistent with national, local and professional guidance, evidence-based practice and policy. The service will be

adapted or developed in response to new guidance, evidence-based practice and policy. Where a change in policy or guidance is likely to have a material impact on the service the Provider will notify WCCG prior to any change in order to agree action as appropriate. The Provider is expected to maintain an awareness and compliance with all current, successor and future legislation in relation to the delivery of these services.

The Provider will take account of the Protected Characteristics set out in the Equality Act 2010 in relation to the service provided making arrangements where necessary, such as interpretation services or longer appointment times. All Protected Characteristics will be considered and adjustments made to service users' support where necessary.

The Provider will create, maintain, store and retain records for all service users receiving personal support according to legal requirements. The Provider will securely destroy records in accordance with the date of disposal. Subject to compliance with the law, the Provider will at the reasonable request of WCCG promptly transfer or deliver a copy of the record held by the Provider for any service user whose support is funded by WCCG to a third party provider of healthcare or social care services designated by WCCG.

The Provider will use records solely for the execution of its obligations under this Contract. Each service user will be given full and accurate information regarding their support and the Provider will evidence that in writing in the relevant record.

Appropriate documentation should be kept in the service user's home to monitor the services. As a minimum the documentation will detail:

- The service user's person centred care plan / support plan
- Provider's name
- Provider's address and telephone number (including on call details)
- Care team members' names
- Support undertaken
- Service user's manual handling plan, medication profile and risk assessment(s)
- Service user's medication administration sheets (MAR's)
- Times that the service is and has been delivered
- Service user signatures confirming that the service has been delivered to the satisfaction of the service user, or the parent/carer in respect of support of a child or young person
- Clear and appropriate advice regarding the Provider's complaints procedure

The Provider will comply with arrangements to transfer service users' records (and any other applicable records) to any successor provider.

16. Improving the Experience of the Service Users

The Provider will ensure that the service is delivered in a way that treats every service user receiving support and every carer/family member as a valued individual,

with respect for their dignity and privacy. The Provider will ensure that information about the service it delivers, including contact details, is provided to all service users and their family/carers.

Systems and procedures will be in place to respond to complaints and other feedback from service users and their family/carers. The Provider will ensure that the service users and/or their family/carers as appropriate are supplied with the both the Provider and WCCG complaints and compliments procedure(s). For the avoidance of doubt WCCG policies and procedures are available on the WCCG website and feedback can be provided at Contactus@wakefieldccg.nhs.uk

The Provider will use a variety of communication methods, in accordance with the Accessible Information Standards to ensure that all service users have been consulted in a manner that is consistent with their preferred method of communication as detailed in the support plan.

Service users will be invited to be involved in any consultation exercise that has an impact on the service delivered by the Provider. Service users and their family/carers will be treated with courtesy at all times and the Provider will routinely involve and inform family/carers in accordance with the service user's wishes and with appropriate consent.

17. Workforce Standards

The Provider will ensure that all staff have undertaken a full and thorough induction, as well as all required Mandatory and Statutory Training (MAST), and are competent to undertake their role. They will comply with legal requirements and operate safe working practices showing dignity, compassion and respect at all times towards service users. Written records will be in place to show that staff have completed their induction and that they are competent to work on their own following the induction period.

The Provider will ensure that it identifies the training needs of staff and have in place an appropriate training strategy to meet those needs. Such strategy will include training and development plans, which will be supported by individual training and development records for each staff member. Systems must be in place to ensure that competencies are maintained and skills are up-to-date; staff should be paid for training days.

The Provider will employ sufficient staff to cover sickness, annual leave and training needs. If the event should arise that the service is affected by staff absence the Provider should inform WCCG and engage their Business Continuity Plan as required by the terms of this Contract to ensure continuation of service.

The Provider will ensure that care workers are not assigned to deliver care to their own relatives. The Provider will also ensure that care workers do not take any person, child or pet to a service user's home.

Where care team members are providing the prescribed services in the service user's home, WCCG expects all care team members to make their own

arrangements for their own refreshments. Providers are required to ensure that care team members only take refreshments whilst in the home of the service user at the invitation of that service user.

The Provider is required to ensure that their care workers do not smoke or consume/be under the influence of alcohol, or take/be under the influence of illegal substances whilst on duty or working in the service user's home.

The care worker's use of mobile telephones or other personal electronic devices in the service user's home is strictly prohibited, except in emergency situations, or for reasonable contact with their Provider office.

The Provider will ensure all staff employed in the service are trained and supported in understanding the importance of reporting and ensuring the safety of vulnerable adults and children and the potential consequences of not doing so. The Provider will issue guidance to staff on the requirement to report potentially Serious Incidents, or abusive behaviour that may constitute misconduct, including but not limited to physical, verbal, mental, financial or discriminatory abuse. In the event of any such allegation WCCG must be informed immediately.

The Provider must adhere to the "The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014" Code of Practice for the prevention and control of infections and related guidance, and work with the nominated IPC teams. The Provider will supply staff with the required personal protective equipment and ensure they are trained in its use in line with current guidance and legislation.

The Provider and care team members must respect confidential information gained in the course of the professional practice and ensure that no such information is passed on to anyone who does not have a right to that information.

18. Contract Management, Governance and Quality Assurance

Contract management will be carried out in accordance with the contract and quality monitoring requirements detailed in this Contract. The Provider will be invited to attend Contract Review meetings which will include quality assurance discussions. The aim of these meetings is to provide transparent arrangements for managing quality and performance of the service and the Provider.

The Provider must have a robust quality assurance procedure, which includes regular internal monitoring of the service (to ensure compliance with CQC standards, the Contract and other regulations and good industry practice standards), gathering of information about service users' satisfaction with the service and analysis and action on findings.

As part of this quality assurance procedure, the Provider will be expected to measure achieved outcomes for service users and use formal mechanisms to collect service user and family feedback and instigate required improvements following analysis of the feedback. The Provider should consider how this will inform their continuous improvement process.

19. Breach of Contract

In the event that the Commissioner considers that the Provider is in breach of any of the terms of this contract, the Commissioner shall serve a notice of breach on the Provider.

The notice of breach shall specify the precise nature of the breach and whether the breach relates to the delivery of or performance of service to service users or is an administrative breach and shall be deemed to be conclusive on the point.

The notice of breach shall specify a period for compliance with the terms of the contract which shall be not less than three days in the case of a breach relating to the delivery or performance of service to service users and not less than fourteen days in relation to an administrative breach.

Where the Provider is unable to remedy a breach of contract within the period specified in the notice of breach the Provider will be required to submit to the Commissioner a realistic action plan within the period specified.

The Provider's action plan will cover all non-compliance issues and set out the action, which will be taken by the Provider to remedy the breach and the timescales for completion.

The Commissioner will periodically monitor the implementation and progress of the Provider's action plan. The Commissioner reserves the right to suspend further placements with the Provider where the Commissioner deems that insufficient progress is occurring in respect of the implementation of the action plan.

Where a breach has not been remedied within the period specified in the notice of breach and no action plan has been received in lieu of a remedy the Provider will be granted a period, at the Commissioner's discretion, not exceeding 28 days to remedy the breach.

If the breach has not been remedied within the period granted in accordance with the above the Commissioner reserves the right to suspend further placements until such time that the breach has been remedied.

20. Future Developments

WCCG are always striving to continually improve the services we offer to Wakefield residents, and plan to look at a number of areas during the term of the contract. Some of the key considerations at present include, but are not limited to:

Digital Marketplace

As we move towards more personalisation and the greater use of Personal Health Budgets (PHBs), WCCG is investigating the use of Digital Marketplaces to further enhance the offering to service users. If and when WCCG source an appropriate Digital Marketplace then this would be made available to CHC and other appropriate service users. It is envisaged that the introduction of a Digital Marketplace would

alter the way we current use the Brokerage service, and some or all of these functions may transfer to the Digital Marketplace. This would allow service users and/or their authorised representative(s) to be able to manage their package online. It may result in the provider dealing with the service user directly through the Digital Marketplace as part of a PHB.

Professional Network

WCCG believe that a collaborative approach to the health and wellbeing of Wakefield residents will result in improved experiences and outcomes. Once the contract is live WCCG will host a Professional Network of Domiciliary Care Providers. The specifics of how this network will function will be determined in conjunction with Providers, but it is envisaged that this will provide a forum for discussions on the challenges faced across the Wakefield district, and how we can all work together to tackle any challenges faced. It is expected that meetings will be held quarterly and Providers should maintain a 75% attendance rate. WCCG will host the meetings, although agendas and chairing of the network will be discussed with the network to agree how this is managed across the term of the contract.

Wakefield Place/West Yorkshire and Harrogate Integrated Care Partnership (ICP)

As part of the future direction of the NHS, WCCG will be working more closely with Wakefield Council as part of the “Wakefield Place”, as well as with the other CCGs in West Yorkshire and Harrogate for the Integrated Care Partnership (ICP).

WCCG will provide more information on the Future Developments as and when additional information is available.