**Service Specification**

**Domiciliary Support Service**

(2017 - 2024)





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**Glossary of Terms**

|  |  |
| --- | --- |
| **Term** | **Definition** |
| The Council | Leicester City Council |
| The CCG | NHS Leicester City Clinical Commissioning Group |
| The Specification | The jointly commissioned Domiciliary Support Service Specification |
| The Order | The Order Form completed by the Commissioner |
| The Commissioner | The Council and on behalf of the CCG |
| CHC | Framework for Continuing Health Care |
| CHC Assessor | Appointed by the CCG to undertake a health needs assessment and determine eligibility for funding |
| Service User | Person eligible for and/or in receipt of the domiciliary support service as defined in this Specification |
| Joint Commissioned Services Bureau or JCSB | The staff employed by the Council to administer the Call Off procedure |
| Call-Off Procedure | The procedure by which each individual support package is brokered under this Specification |
| The Service | The Domiciliary Support Service to which this Specification pertains |
| Emergency | Any unplanned event or change to Service User’s health or care needs that requires urgent and immediate action and intervention that cannot be safely delayed. |
| ISP | Individual Support Plan |
| Care Certificate | A set of standards adhered to by the workforce in social care |
| Reablement | Support to regain confidence and skills and return to as independent a life as possible, often after a hospital stay |
| Delegated Health Tasks | Tasks that can be delegated to non-health staff as defined in the Health and Social Care Protocol |
| Independent Living Skills | The skills and confidence required to live independently (outside of hospital or residential care) |
| NHS FNC | Funding nursing care |
| QAF | Quality Assurance Framework |
| DBS | Disclosure & Barring Service |
| NMDS – SC | National Minimum Data Set for Social Care |
| Staff | All those employed by the Provider in connection with the Service including support workers, nurses, volunteers, trustees, co-ordinators and any other representatives |
| RN | Registered Nurse |
| CaAS | Contracts & Assurance Service at the Council |
| SCU | Strategic Commissioning Unit at the Council |
| FNC | Free Nursing Care |
| BLS | Basic Life Support |
| PPE | Personal Protective Equipment |
| HCAI | Health Care Associated Infection |
| NICE | National Institute for Health and Social Care Excellence |
| MAR | Medication Administration Record |
| ICRS | Integrated Crisis Response Service |
| CRT | Crisis Response Team |
| SPA | Single Point of Access |
| BCP | Business Continuity Plan |
| HSCP | Health and Social Care Protocol |
| PEG | Percutaneous Endoscopic Gastronomy |
| RIG | Radiologically Inserted Gastronomy |
| NG | Nasogastric Feeding |
| AT | Assistive Technology |
| DNACPR | Do Not Attempt Cardiopulmonary Resuscitation |
| PDD | Pervasive Development Disorder |
| ASD | Autistic Spectrum Disorder |
| EDT | Emergency Duty Team |

**Section 1 – Strategic Overview and Service Summary**

# Strategic Aims & Objectives

* 1. The Council and the CCG are committed to commissioning a domiciliary support service that will give Service Users an integrated, high quality; person centred social care & health care service.
  2. The CCG is committed to partnership working to guarantee that healthcare provided by domiciliary support meets the highest standards to protect some of the most vulnerable members of Leicester. This will be achieved by using information from a range of sources; improving and sustaining relationships with and gaining assurance from contracted Providers.
  3. The aim of the Council’s Adult Social Care department is to protect and empower the most vulnerable. This means improving Outcomes for vulnerable people and ensuring that publically funded care and support is provided where it is cost effective and only when it is really needed. This Service is integral to the Council’s aim to commission services that deliver quality and value for money, safeguard users from abuse and prevent, postpone and minimise unnecessary hospital admission/attendance.
  4. The Council and the CCG recognise that relationships between health, social care and wider community services are integral to the health and well-being of local communities and contribute to the joint agendas of providing support to vulnerable people to prevent escalation of need. Domiciliary support directly provides these services but also acts as a gateway to accessing wider support. Jointly commissioning these services supports this partnership approach through all tiers and functions. Recognising our collaborative approach, a Section 75 Agreement under the National Health Service Act (2006) has been agreed between the Council and the CCG.
  5. In order to monitor the outcomes achieved and the impact that these services have on vulnerable people in the City, a wider set of indicators will be monitored as part of the strategic overview of domiciliary support. These will not necessarily reflect performance of any single Provider but will support market management and strategic oversight of the impact of provision and help to monitor trends. The indicators used strategically are:

|  |
| --- |
| **System information** |
| Awaiting Care List: Numbers of Service Users and reasons for the support packages not being in place |
| Number of people currently in receipt of reablement |
| Number of new users entering reablement in this period |
| Number and % of users ending reablement this period with outcome |
| No of current users in the period per lot |
| No of new users in the period per lot |
| No of current hours commissioned per lot and running total for the year |
| Length of time the Service User has been in receipt of a package (banded) |
| Length of package per week per user (banded) |
| No and % of users experiencing an increase, decrease or no change to package size in the period |
| Primary Client group of Service User |
| **Outcomes and User Feedback** |
| Number and % of Service Users that have remained living independently (current address compared to previous address in the period) |
| Hospital unplanned admissions and attendances for users in receipt of domiciliary support by reason for admission |
| User satisfaction – any results that can be fed back from annual user survey where this can be narrowed down to users in receipt of domiciliary support and QAF user engagement |
| User complaints (substantiated and unsubstantiated) and Notifications of Concern (NOC’s) per head of Service User for each organisation |
| **Provider information** |
| Workforce data summary from Skills for Care SC dashboard’s (report parameters to be established) |
| Current number of domiciliary support packages and hours per provider and per lot |
| Level of under and over delivery per provider (variation from commissioned hours) |
| Number of Quality Assessment Framework (QAF) visits undertaken in this period |
| QAF current scores for domiciliary support market |
| CQC scores as an overview of current contracted providers |

* 1. The Authority reserves the right to amend this list of data used to monitor performance at any point.

# Service Aims, Objectives & Outcomes

* 1. The domiciliary support service aims to provide support on a short or ongoing basis to re-able people to their maximum ability and potential and, if required, to support on-going maintenance of health and wellbeing. This is in accordance with the commissioner’s strategy for adult social care to ensure that Service Users can remain in their own homes for as long as possible precluding the need for residential/nursing care.
  2. The service is delivered in people’s own homes and enables them to return to or remain living independently. It is a service crucial in supporting discharge from hospital and preventing unnecessary hospital or residential care admission.
  3. Domiciliary support is both direct provision of service but also acts as a gateway into wider services and community support. Domiciliary support Providers should be aware of wider services available and tuned in to a person’s individual needs and wellbeing, supporting them with information and referrals (where consent is gained) to a wider set of support services.
  4. A domiciliary support service is often in the best position to spot changes in need, health and vulnerability of the people they support. They are therefore key to the early help and prevention agenda for their clients and to identifying and raising health, safety and safeguarding concerns as appropriate.
  5. A domiciliary support service is well placed to support people in maintaining social/community and family networks, to follow their cultural or spiritual beliefs and to be engaged in meaningful activities wherever possible.
  6. The provision of a domiciliary support service is also contributing to the NHS outcomes framework domains and indicators (listed below).

|  |  |  |
| --- | --- | --- |
| Domain 1 | Preventing people from dying prematurely | ✓ |
| Domain 2 | Enhancing quality of life for people with long term conditions |  |
| Domain 3 | Helping people to recover from episodes of illness or following injury | ✓ |
| Domain 4 | Ensuring that people have a positive experience of care |  |
| Domain 5 | Treating and caring for people in a safe environment and protecting them from avoidable harm |  |

# The Domiciliary Support Service

* 1. The Council and The CCG intend to ensure the provision of a domiciliary support service for the population of Leicester through a jointly commissioned domiciliary support service.
  2. The council will commission a domiciliary support service thereafter known as “The Service” on behalf of the CCG. The service will usually be commissioned for those adults over the age of 18 who are resident within the geographical boundary of Leicester City who are eligible for support from Leicester City Council or who are registered with a Leicester City GP practice and eligible for support through Continuing Health Care. These boundaries may be subject to change or exception.
  3. The Provider will provide the service on behalf of the Council and the CCG. The Provider shall evidence that their staff have the relevant skills, training and abilities to undertake activities including clinical tasks and health care elements of the service as defined in this specification.
  4. This specification identifies and describes the standard of support that the Council and the CCG require in order to ensure that a high quality domiciliary support service is delivered and appropriate outcomes for Service Users are achieved in line with performance indicators. The specification is an integral part of the contractual arrangements and provides the criteria by which service quality, efficiency and effectiveness will be monitored and evaluated by the Council and the CCG.
  5. Service Users referred into the service will include:
* those who have been assessed as eligible for health/social care and support(as assessed by the Council)
* those who have been assessed as eligible for Continuing Healthcare funding (as assessed by the CHC assessment team)
* joint funded Service Users (as assessed by both the Council and CHC teams)
  1. The Service for each individual Service User will be commissioned by an order for service completed either by a responsible officer of the Council or CHC collectively referred to as “The Commissioner’’. The Council will have responsibility for the contract management, quality assurance and brokerage of a domiciliary support service as detailed in this Specification.
  2. The Specification relates to a domiciliary support service and should be read in conjunction with the following appendices that detail specific requirements beyond this specification:  
     + Appendix 1 – General Domiciliary Support Service
     + Appendix 2 – Complex Domiciliary Support Service
  3. The Provider will deliver a range of home care provision, including but not limited to:
* **General care and support** – defined as services for Service Users with assessed eligible care needs
* **Waking Night Services** – defined as services for eligible Service Users whose needs may include some or all of the following - re-positioning, continence care, nutrition, tracheostomy care, and ventilator dependency. Waking night care may also be commissioned for individuals who are approaching end of life.
* **Roving Night Services** – defined as a ‘toileting and turning’ service to support service users assessed as needing night time support. These are likely to be delivered as a series of short visits to one or more Service Users.
* **Sleep in support** – defined as services for eligible Service Users whose needs require a carer to be present at the home but where they can be asleep for the working period unless support is required.
* **24/7 Live in Care Services** – defined as care that is needed frequently across the 24 hour period which cannot be met by the normal visit pattern

# Service Summary

* 1. The purpose of the service is to provide domiciliary support to Service Users to maintain their existing skills and/or acquire new skills and to increase and maintain their independence in daily living routines. For all domiciliary support Service Users the focus is on reducing Service Users’ support needs wherever this is possible and safe to do so. The service will also provide integrated high quality, patient-centred health care services based on the principles of clinical governance. The Provider will ensure that they work in partnership with the Council and the CCG to reduce unnecessary admissions to hospitals and care homes, support hospital discharge and provide integrated and preventative community services.
  2. The service user profile may include, but not be limited to:
     + - * older people
         * people who have dementia
         * people who may be physically frail
         * people with physical disabilities
         * people who are at the end of life
         * people with learning disabilities or other cognitive difficulties
         * people with mental health needs
  3. This support will enable the Service User to achieve maximum possible independence at home and to meet their desired outcomes as detailed within their individual support plan. Services will be focused on keeping Service Users healthy and safe and on supporting their wellbeing and dignity. For the purpose of this specification, the definition of domiciliary support service is a service which will involve the provision of some or all of the services listed in 4.4 below.
  4. As determined by the commissioner, all care and support will be delivered in a way to promote and maximise independence and include supporting the Service User:
* to get up, get dressed or undressed and to go to bed
* to wash, shower or bath including washing of hair and oral hygiene
* with all their toilet/continence requirements
* to eat their food or take a drink
* with their mobility needs
* with the collection of prescriptions and managing medication
* with social interaction and inclusion
* with domestic tasks, including shopping, laundry and meal preparation
* with rehabilitation/teaching of Independent Living Skills
* offering carer support, including night sitting and respite care
* with general support to meet desired outcomes e.g. assisting user to use local transport, accompanying visit to GP, dentist etc.
* with delegated Health Care tasks and or services
* in maintaining and/or improving psychological and emotional wellbeing
* with accessing information on health related matters e.g. encouraging influenza and pneumococcal vaccination and other preventative treatments and health promotion
* with accessing other community based assets/support including voluntary and community services
* during periods of challenging behaviour, episodes of epilepsy and autistic behaviour, episodes of mental health difficulties and periods of illness
* with medical appliances so that the Service Users can manage the medical appliances themselves or with the help of the Community Nursing Service
* with pressure area care
  1. The Provider shall provide any requisite continence care that has been assessed and deemed necessary and detailed in the care plan for the Service User. Where a continence assessment has been carried out and it has been determined that incontinence aids are required, appropriate and timely action must be taken.
  2. Where a service user chooses to take their personal budget in the form of a managed account, services will be provided in accordance with the service users assessed eligible needs. The Provider will work with service users to develop person centred plans of care which identify their individual assets, goals and outcomes and explore how these will be achieved, including the practical elements of how the Service will be delivered on a day to day basis.
  3. In order to reduce the long term reliance on formal support the Provider must take a progressive approach when working with Service Users to continuously progress and maximise their independence enabling them to manage their own care wherever possible. The Provider must make use of Service Users individual and community assets, assisting them to become more resilient and have better social outcomes.
  4. Where multiple Providers are involved in the delivery of services the Provider will support services being co-ordinated to the benefit of the Service User.
  5. For the purposes of regulatory requirements, ‘personal care’ is defined as undertaking any activity which requires a degree of close personal and physical contact with a person, regardless of age who, for reasons associated with disability, frailty, illness or personal physical capacity are unable to provide it themselves without assistance.
  6. User engagement has shown that the following aspects of service delivery are most valued by them:
* Someone to talk to, company
* Support
* Reliable
* Safe
* Calm
* Clean
* Helpful
* Friendly
* Caring
* Independence

Provision of domiciliary support should be focused around these aspects of ‘good’ service as well as the wider requirements contained in this specification

* 1. The Provider is therefore required to meet these requirements wherever possible and in the majority of care delivered whilst ensuring that support tasks reflect those that are commissioned by the Council or CHC teams.
  2. The Council, under The Care Act (2014), has a statutory duty to undertake an assessment of a Service User's need for care & support, and then to decide whether the Service User's needs call for the provision of any domiciliary support service, and if so, by whom.
  3. The CCG is required to fulfil the NHS statutory obligations under the national framework for NHS funded continuing health care (CHC) and NHS funded nursing care (FNC) for adults aged over 18 who have been assessed as eligible for 100% or joint funded care.
  4. CHC assessors are responsible for assessing adults aged over 18 for eligibility under the national framework for NHS funded continuing health care and NHS funded nursing care.
  5. The Council would prefer employees to be offered choice in terms of employment contract on offer so staff have a choice in whether to accept zero hours contracts. Offering this choice is not mandatory but simply outlines a preferred route for Providers.
  6. The service should be delivered in line with National Institute for Health and Care Excellence (NICE) guidance on ‘delivering personal care and practical support to older people living in their own homes’ where this applies to the delivery of support.

**Section 2 – Commissioning, Amendment & Decommissioning of Support Service**

# Commissioning of Support Service

* 1. The domiciliary support service will be commissioned by the Commissioner at the Council or CCG,
  2. When Providers are approached with an offer of service, there is an expectation that they either respond within a 2 hour timeframe (if the case requires a rapid response/fast track response) or within a 24 hour timeframe for all other cases. This approach and response will largely operate by email and Providers are required to comply with this method of contact.
  3. An Order for Services will be made in the manner detailed within section four of the Domiciliary Support Framework Agreement ‘Method of Selection of Providers’, via the Joint Commissioned Services Bureau (JCSB) as authorised by the relevant Representative of the Commissioner.
  4. The Service will be commissioned on an hourly or part-hourly basis for Service Users. The final decision on the number of support hours to be commissioned for a Service User will be made by the Commissioner. Fifteen (15) minute calls will not usually be commissioned in Leicester with the possible exception of “double up calls” when two members of staff are required to use of hoists.
  5. The Provider must ensure that an Assessment Visit to a Service User‘s home is carried out, to gather further information for the Provider’s ISP to carry out a full health and safety check and risk assessment prior to the commencement of the Service.
  6. When the Commissioner states that a rapid service assessment and delivery/fast track is required, the Assessment Visit shall take place within 48 hours of the commencement of the Service and a full Health & Safety check and risk assessment carried out by the Provider.
  7. As soon as the Provider agrees to provide the Service it is their responsibility to provide the support worker(s) chosen to undertake the tasks with relevant information about the Service User’s needs and requirements. This should include a written task assessment covering COSHH, general risk assessment and must be recorded on the Service User’s ISP and be made available to the Commissioner on request. This should also include any needs arising from any protected characteristics.
  8. The views of the Service User must be paramount in the outcomes in the delivery and timescales of the Service. Where Service Users lack the capacity to do so, the Provider must work within the principles and guidance of the Mental Capacity Act 2005 for adults, and work with others who can interpret and represent the Service Users’ views

# Amendment of Support Service by the Commissioner

* 1. The Commissioner shall be entitled to review the Service provided to any Service User at any time.
  2. The Provider is expected to participate, where necessary, in contributing to the review and supplying information where necessary to support the statements in any of the eligibility assessments. This information includes, but is not limited to:
     + - * Daily care records
         * Risk assessments (pressure areas, falls, nutrition etc.)
         * Behaviour charts
         * Continence charts
         * Medication charts
         * Sleep charts
         * Nutrition and fluid balance charts
         * Advice on how best to communicate with Service Users requiring non-verbal approaches
  3. The Variation to Service shall take effect from the date of agreement or determination and the Commissioner shall record such variation and issue an amended ISP.
  4. Where the Commissioner requires that the Contract Hours or the Services should be varied (Amendment to Service), the Commissioner shall consult with the Provider. The Parties shall promptly enter into negotiations to agree the necessary adjustments to the Service and the Contract Hours. If such negotiations have not resulted in an acceptable outcome to both Parties within 14 days of their start then the Dispute Procedure may be utilised.
  5. Where the Amendment to Service would require additional Contract Hours or additional Services in respect of the Service User, the amended Service will be offered to the current Provider. If the Provider indicates that they are unwilling or unable to provide those additional Contract Hours and/or Services, or if negotiations have not resulted in an acceptable outcome to the Parties within 7 days of their start, then the provisions of this Order for Service relating to that Service User shall terminate immediately upon the giving of notice to that effect by the Commissioner.
  6. In this event the Provider may claim from the Commissioner such amount as they reasonably incur in consequence of such termination provided that the amount payable by the Commissioner, in respect of such termination, shall not exceed the price for providing the Contract Hours allocated to that Service User during that week. The Commissioner shall be entitled to procure the provision of the Service from another Provider in whole or in part, in the manner detailed within Section four of the Domiciliary Support Framework Agreement ‘Method of Selection of Providers’.
  7. The Variation to Service shall take effect from the date of agreement or determination and the Commissioner shall record such variation and issue an amended ISP.
  8. Following 14 days from the start of negotiations and during any Dispute Procedure where the Commissioner proposes a reduction in the Contract Hours provided to a Service User the Commissioner shall pay the full cost of the Variation to Service and 50% of the cost of any Contract Hours which are in dispute between the Parties. Once the dispute has been resolved the Commissioner shall be liable for any agreed or determined shortfall in payments made during the continuation of the Dispute Procedure and the Provider shall be liable for any agreed or determined overpayments during that period. This would apply in the same manner should there be an overpayment.

# Amendment of Support Service by the Provider

* 1. The Provider will contact the relevant Commissioner to either request a review of the support package or gain the written consent of the Commissioner to such variation. The following instances could apply and in the case of an emergency the Provider should contact the Commissioner as soon as is reasonably practicable and no later than 72 hours:
* where the Service User displays abusive, violent or threatening conduct unacceptable to a Member of Staff when acting reasonably and taking into account the mental health of the Service User and the Provider’s own policy on zero tolerance
* where the Service User’s domiciliary support setting poses a level of risk to a Member of Staff engaged in the delivery of the Services that the Provider reasonably considers to be unacceptable; or
* when the Provider, in their professional opinion, considers that there has been a change in the circumstances of the Service User and they can no longer meet their needs.  
  1. Except in the case of emergency or exceptional circumstances in the absence of such written consent, the Provider shall revert to the Contract Hours provided prior to such variation.
  2. In the event of the current Provider being unable to provide the Amendment to Service, the revised support package, either in whole or part as assessed by the Commissioner, will be subject to commissioning in the manner detailed within section four of the Domiciliary Support Framework Agreement ‘Method of Selection of Providers’.

# Decommissioning of Support Service by the Commissioner

* 1. If circumstances should arise whereby a Service User (or their Carer or advocate as specified in clause 5.8) no longer wants or requires the Service then they should advise the Commissioner giving the nature of the circumstances. If a Service User advises the Provider of such a request, the Provider must contact the Commissioner immediately and within not more than 24 hours.
  2. The provisions of the Order for Service User shall terminate one week after the giving of such notice. The Provider may claim from the Commissioner such amount as they reasonably incur in consequence of such termination provided that the amount payable by the Commissioner in respect of such termination shall not exceed the price for providing the Contract Hours allocated to the Service User during that week.
  3. Where a Service User is absent in hospital during a 28 day period, where notice is provided by the Commissioner, the Order for Specific Services will terminate immediately and no payment in respect of the Notice shall be made.
  4. If a Service User dies whilst in receipt of the Service, the payments will cease on the date of their death.

# End of Support Service by the Provider

* 1. In such circumstances where the Provider seeks to terminate the Service, they will be required to provide details of the reasons for the request and seek the written consent from the Commissioner to terminate the Service. Where a request to terminate arises from a disputewith the Service User, it is expected that the Provider will have taken all reasonable steps to have resolved the dispute directly and where necessary sought advice from and acted in partnership with the Commissioner and other health care professionals.  A request to terminate should be seen as an action of last resort.
  2. The Commissioner will not un-reasonably withhold such consent if, in its reasonable professional opinion the Provider’s request is justified and based on, but not limited to, one or more of the following reasons:
* when the Service User’s domiciliary support setting poses a significant level of risk, to a Member of Staff engaged in the delivery of the Service, that the Provider reasonably considers to be unacceptable;
* when the Service User displays significant abusive, violent or threatening conduct unacceptable to the Provider whilst acting reasonably and taking into account the mental health of the Service User;
* when the Provider, in their reasonable professional opinion, considers that there has been a significant change in the circumstances of the Service User, to the extent that the Provider is unable to meet the needs of the Service User
* when the Service User or their carer advises the Provider that they no longer require the Service.
  1. If the Service is still required, the Commissioner will seek to re-commission the Service as a matter of urgency in the manner detailed within section four of the Domiciliary Support Framework Agreement ‘Method of Selection of Providers’.
  2. The provisions of the Order for Services relating to that Service User shall terminate one week after the giving of such notice. The Provider may claim from the Commissioner such amount as it reasonably incurs in consequence of such termination provided that the amount payable by the Commissioner in respect of such termination shall not exceed the price for providing the Contract Hours allocated to the Service User during that week.
  3. In the absence of such consent by the Commissioner, or the lack of appropriate provision to meet the needs of the Service User, the Provider shall continue to deliver the previously commissioned Service for the Service User.

# Suspension of Support Service (for an individual user)

* 1. The Commissioner will require the Provider to hold the Service in suspension when the Service User is admitted into hospital/residential care either on a planned admission or in an emergency or in the event of any other planned absence with a pre-notified end date
  2. The period of suspension required will be a period of up to and not exceeding 4 weeks. During this period, the Provider must maintain contact with the Commissioner to establish future plans for discharge or re-instatement of the Service. Recommencement of the Service will be within timescales that avoid the potential for the Commissioner to be liable for reimbursement charges where applicable. The Provider must seek confirmation from the Commissioner before reallocating resources for the Service.
  3. If the Service User is absent due to an emergency or unplanned occurrence then it shall be the responsibility of commissioner and Provider to notify the other of such event at the earliest opportunity and within 24 hours. In the event of an unplanned absence from the domiciliary support setting the Provider shall be entitled to payment for the Service they would have provided during the first day of the unplanned absence of the Service User. Thereafter the support package for that Service User will be suspended until they return to the domiciliary support setting and then recommenced within 4 weeks provided that there is no Amendment to the Service. No payment will be made to the Provider by the Commissioner for the services during the unplanned absence.

**Section 3 – Service Specifics**

# Referral, Needs Assessment & Support Planning

* 1. All assessments and plans will incorporate risk management and the Service User, their carer and/or family; where appointed, independent advocates / Independent Mental Capacity Advisor (IMCA) will be included in the development of the assessment and support planning documentation.
  2. If any adult Service User does not have capacity to give informed consent on any decision affecting them then the Mental Capacity Act (2005) must be followed with any ‘best interest’ decision making being recorded.
  3. It is the responsibility of the Commissioner to supply the Provider with details of the Service User’s name/s and address, an accurate needs assessment and Individual Support Plan (ISP) that identifies the Service User’s holistic needs, wishes and preferences, outcome and goals. The ISP will identify any special circumstances of which the Provider should be made aware and any discharge arrangements from hospital, wherever relevant. This will include, type and nature of the Service User’s disabilities, any access arrangements, communication or cultural needs and a named team for contact. Information will only be provided with the Service User’s consent and to the level necessary for carrying out the Service
  4. Once a provider has received details of the Service User, where that user is currently in hospital, it is the providers responsibility to liaise with the hospital regarding any changes to discharge plans and dates and to adjust provision to accommodate this, advising the Council of any changes to start dates or significant changes in support needs.
  5. The Provider will be responsible for developing their own ISP with the Service User outlining the delivery arrangements for support. The plan must be generated from the information provided by the Commissioner as set out in 11.3, initial assessment (including any discharge plans) and risk assessment, of the service user where undertaken in the ISP. The ISP must be informed by the expressed wishes and preferences of the individual Service User and have their needs and choices, that will support them to achieve optimal health and wellbeing at the centre of the process. It should address both physical and mental health needs within the context of the commissioned service. The ISP must be updated as necessary and specifically if the Service User’s needs or preferences change and at least annually as a minimum.
  6. The ISP must contain contingency plans to manage crisis episodes and promote choice and control by putting the Service User at the centre of the process and facilitate management of risk.
  7. The ISP must provide information that is relevant and timely to support Service Users with decision making and choices and must provide support for self-care so that Service Users can self-care/self-manage their condition(s) and prevent deterioration.
  8. The Service must;
* Be provided to Service Users who are eligible for social care, or are Continuing Healthcare funded or who receive joint funding.
* Be based on the number of hours of care referred to the Provider by the council
* Ensure Service Users are assessed prior to care delivery to ensure timely identification and on-going care planning for health and social care needs.
* Ensure Service Users identified on initial referral with immediate and/or additional needs are treated as vulnerable until a more detailed assessment has been undertaken and strategies have been put in place to manage identified risks or vulnerability
  1. The Service must;
* Empower people and their families by providing information and choice over their place of care and support in the decisions they make about their care; and
* Provide timely access to Service and be responsive to changing needs
* Provide the best care to enable the highest quality of life possible and, at the end of life, to die with dignity in their preferred place of death.
  1. The Provider’s ISP may also reference other agencies that offer support to the Service User, taking into account any wider needs the Service User may have. The Provider must ensure that wherever possible and reasonable, communication with the Service User is in a language or format that they understand and takes into account any sensory impairment.
  2. Where a user requests additional services from the provider that are self-funded, these must be handled as a separate piece of work and must not conflict with the requirements of the Council funded support work. Clear detail of this work and how it is to be delivered should be included in the ISP. A clear process for documenting such payments must be established and used.

# Matching Support Staff to Service Users

* 1. The Provider shall aim to provide an appropriate match between the Service User and the Support Worker. Helping to meet the known preference of the Service User should be considered in matching support staff. The provider must provide continuity of support to Service Users whenever possible. Where changes have to be made in relation to support staff, the Service User must be informed of this and the reason for it, in advance of the service change and as soon is reasonably possible.
  2. If the Service User is unwilling to allow a Member of Staff to provide support, the Provider shall, as soon as is reasonably practicable, contact the Service User and take such steps as are necessary to resolve the situation. In the event that the Service User requests that the Provider supplies an alternative Member of Staff the Provider shall use all reasonable endeavours to comply with the request. The Provider is expected to investigate the reasons for such requests, and notify carers/family members and The Commissioner as appropriate.
  3. Staff are ‘guests’ in the Service User’s home. As a consequence staff will be unable to eat the Service User’s food or drink. The Provider shall not show groups of people or Service Users around Service Users’ homes unless with the agreement of the people living there and the Council. The Provider shall ensure that domiciliary support settings are not marked or otherwise identified in any way that might institutionalise them or the Service User.
  4. Should staff support any Service User outside of their domiciliary support settings, and food or beverages (e.g. stops for coffee during shopping trips) are consumed by the staff, these should not be paid for by the Service User or the Commissioner. The Provider must have procedural guidance for staff on this matter and in the giving of gifts.
  5. The Provider is required to provide staff that can support and promote a total communication environment using a range of methods, both verbal and non-verbal, based on the Service User’s need. The Provider should have absolute regard to the ISP in this regard.

# Service Delivery & Provider Obligations

* 1. The main objective of a domiciliary support service is to help Service Users maintain existing or acquire new skills for independent living. The tasks undertaken include (but are not limited to):  
     + assisting the Service User to get up and dressed or undressed and into bed;
     + assisting the Service User to wash, shower or bathe including the washing of hair, shaving and oral hygiene;
     + assist with toilet / continence requirements, including changing pads, sanitary pads and personal hygiene after toileting; assisting the Service User to eat their food or drink;
     + assisting the Service User with their medication or other health related tasks in accordance with the local agreed policies and guidelines (Health & Social Care Protocol, 2006);
     + assisting the Service User to get in or out of a chair and with their mobility needs;
     + domiciliary support of a confidential, sensitive or specialist nature.
     + building confidence and enabling learning of new skills or new ways of carrying out tasks following a change in physical ability
     + support in maintain and/or improving psychological and emotional wellbeing
     + assisting with signposting and referring to other agencies, local organisations and communities to support wider wellbeing
  2. The provision of the Service is to enable the Service User to undertake these activities as far as they are able themselves. This will include support, training and confidence building to ensure the Service User is re-abled to their full potential and ability.
  3. The Provider shall ensure the Service User, and where appropriate their carer and family members receive appropriate information in an accessible format and conveyed in an appropriate manner as informed by the ISP.
  4. Information contained within the ISP should include the following elements:
     + When the Service shall start;
     + For how long the Service shall or is likely to be provided.
     + The name of the member/members of staff who will be delivering the Service and a description of the means of identification that the support workers shall show to the Service User to identify themselves;
     + How to make a complaint and the way in which the Provider shall progress the complaint;
     + How to initiate a review of their Service and the date of their next ISP review;
     + The Provider’s address and telephone number including the out-of-hours telephone number.
  5. The Service should aim to delay or prevent the need for residential and/or nursing care admission, reduce the need for on-going service provision wherever possible and prevent unnecessary emergency admission into hospital.
  6. The Service will be delivered by the Provider on a person centred, flexible basis allowing for the response to changing needs and behaviours.
  7. Providers will be expected to demonstrate sound knowledge of the Service Users including how assistive technology can be used to maintain a Service User’s independence and community resources that could be available to the Service User.
  8. The Provider must inform staff of any significant known changes in the person’s situation prior to any visit. Staff must keep the Service User’s ISP and any other records up to date with any changes in need, support or circumstances to allow for rapid handover or cover should this be needed.
  9. The Provider must provide continuity of care and staff to Service Users. Where changes have to be made in relation to staff, the Service User and any carer/s must be informed by the Provider and the reason for it, wherever possible in advance of the service change.
  10. It is the responsibility of the Provider to make appropriate replacement arrangements if sickness or other events prevent the usual Member of Staff from attending. This should take into account any requests or need shared by the Service User. The Provider should ensure that it has systems to provide cover for staff absences. It is the responsibility of the Provider not the Member of Staff to make the arrangements to cover the absences. The (replacement) Member of Staff must be fully competent and have the training and the skills to be able to deliver the support. The Service User must not be left without a service unless this is agreed between the Service User, the Council, CHC and the Provider. Performance defaulting will result in the withholding of reasonable payment.
  11. All the Provider’s staff must work in close liaison with the Council and CHC staff at all times. This may include:
      + - The Care Management Team who are responsible for co-ordinating the Service User’s Service ;
        - The CHC Assessor responsible for the Service User’s Service
        - The Council’s Joint Brokerage Team who are responsible for the call off procedure as detailed in the framework.
        - Contract & Assurance staff who are responsible for monitoring the Contract.
        - The Council’s Strategic Commissioning Unit
        - Any other Council or CCG staff as can be reasonably required to request information about the Provider’s provision of the Service
  12. The Provider must bring to the attention of the Commissioner any serious concerns regarding the health or welfare of any individual Service User or others in the household (e.g. children living at the address). Equally they should notify any positive changes in the Service User’s situation or capabilities.
  13. Management cover must be provided by the Provider to include normal working hours and out of hours. This must include including evenings, overnight, weekends, bank holidays and religious festivals. Referral taking and decision making must be available 7 days a week. The use of a message-taking answer phone is unacceptable for this purpose and management cover must be accessible via telephone or in person 24 hours a day, 7 days a week and 365 days a year or 366 in 2020 and 2024.
  14. The Provider’s contact details (including local office address and telephone number) and the Provider Manager’s name must be given to every Service User, their carer, and Contracts and Assurance staff. Any changes in these details are to be forwarded immediately to Service Users their carer, and Contracts and Assurance Staff.
  15. The Provider will have a policy that covers illness, death and emergency access for their staff to follow. The staff member should keep the registered manager or immediate supervisor informed of any action taken.
  16. The Provider must be registered with the Care Quality Commission (CQC) and maintain their registration and other requirements i.e. Nursing, (if applicable/appropriate) throughout the duration of the Framework Agreement with the Council.
  17. The Provider must give training in line with national guidance to all those providing end of life care to ensure better care quality for all people nearing the end of life, in line with their preferences. This must include coordination and collaboration within and between all teams, including multi-disciplinary teams involved in the Service User’s care and outcomes that matter to Service Users, particularly reducing unwanted crises and hospitalisation, enabling more to live well and die well in the place and manner of their choosing.
  18. In the event of a Service User becoming ill or dying whilst the Member of Staff is in attendance, the staff member should contact the user's General Practitioner and/or the appropriate emergency service immediately. The Provider is responsible for ensuring Support Workers are empowered to contact the most appropriate service for the Service User’s circumstances to reduce un-necessary 999 calls. This should include all commissioned community support services including 111, community nursing, Integrated Crisis Response Service (ICRS), Crisis Response Team (CRT).
  19. In the event of the Provider's staff being unable to gain access to the Service User's home at a time previously agreed for the delivery of service, the staff member must:
      + Try all the doors and look through the ground level windows
      + Check with any named carers or family members to ascertain whether the whereabouts of the Service User is known
      + If the Member of Staff discovers that the Service User can be seen in a ‘distressed’ situation they should immediately contact the appropriate emergency service (police, ambulance, fire), and then contact the Council as above
      + If it is suspected that the Service User is ill inside the house, the staff member must contact the appropriate emergency service (police, ambulance, fire), and then contact the Council as above;
  20. The Provider must immediately inform the Council under any of the following circumstances:
      + Any circumstance where a Service User has refused provision of the Service, or any part of the service has not been provided for any reason whatsoever.
      + Hospital admission or cancellation of services.
      + Abuse or suspected abuse of a vulnerable person.
      + Accident to any Service User.
      + Emergency, for example, fire or flood affecting the Service User or any significant change in the physical standards of the home, where there is a possibility that temporary alternative accommodation will need to be sought.
      + Any circumstances where a Service User is in need of medical attention, but refuses to seek help.
      + Notifiable infectious disease occurs in the home of the Service User.
      + Any circumstances where it is necessary to involve an Environmental Health Officer for any reason, for example, in the case of infestation of the property by mice or rats.
      + The death of a Service User is discovered by a Member of Staff
  21. The provider should also notify the Council of any planned change in Registered Manager, any planned change in ownership of the Provider or any application to the Care Quality Commission to deregister the Provider within 24 hours of such a decision being made.

# End of Life Care

* 1. Where Orders are in place for Service Users at the end of life, the Provider is required to work in partnership with specialist palliative care teams, GPs and other healthcare professionals to identify support and resources required to meet Service User’s needs and to anticipate changes in their condition.
  2. The providers will demonstrate the following:
* That they have mechanisms in place to discuss, record their contributions and (where appropriate) communicate the wishes and preferences of the Service Users approaching the end of life to their registered GP (Advance Care Planning). If an Advance Care Plan is not in place they alert the Service User’s registered GP.
* They have access to an Advance Care Plan for end of life care (kept in the Service Users home) that includes; use of an end of life care tool, regular contact with the Service Users registered GP and access to specialist palliative care advice.
* That the Service User’s needs for end of life care are assessed and reviewed on an ongoing basis within a multi-disciplinary approach.
* That the quality of end of life care delivered by the Provider is clinically audited and reviewed lessons learnt are implemented by the Provider.
* Any requests for additional Services or tasks from a health professional or any difficulties in interpretation of the Health and Social Care Protocol must be referred to the council, before any changes are implemented.

# Unmet Needs

* 1. If the Provider believes that a Service User has an unmet health or social care need it must notify the Commissioner accordingly. The Council or CHC Service will be responsible for making an Assessment to determine any steps required to be taken to meet the Service User’s needs.
  2. If the Provider considers that the Service User has an immediate need for treatment or care which is within the scope of the Service, it must notify the Service User, carer or legal guardian (as appropriate) of that need without delay and must provide the required treatment or care in accordance with this Contract acting at all times in the best interest of the Service User. The Provider must notify the council and the Service Users GP as soon as reasonably practical of the treatment or care provided.
  3. If the Provider considers that a Service User has an immediate need for care or treatment which is outside the scope of the Service it must notify the Service User, the Carer or legal guardian (as appropriate) the Council and the Service Users GP without delay and cooperate to secure the required treatment or care, acting at all times in the best interests of the Service User.

# Management of Medication

* 1. The Provider is required to be aware of the National Institute for Health and Care Excellence (NICE) new draft guidance for the management of medicines for Service Users living in their own home, which is expected to be published March 2017. Key areas covered within the guidance include (but is not limited to):
* Medicines Risk Assessments
* Medicines Related Safeguarding
* Communication
* Handling Medicines
* Administering
* Medicines Governance
  1. In certain situations appropriately trained staff will be required to physically support a Service User to take medication e.g. by placing it on the tongue. This would require:
* An explicit account of the procedure in the Service Users care plan;
* Proper briefing by health care staff to the provider staff involved
* The informed consent of the Service User.
* The Service Users best interests in accordance with the Mental Capacity Assessment must be considered where appropriate to enable the administration of medication
  1. The Provider will have in place a clear written policy on the prompting, assistance and the administration of medicine which promotes the safety and wellbeing of the Service User and which is in line with the requirements section 16, management of medication. The systems and procedures implemented must respect the dignity and privacy of the Service User.
  2. Prompting, assistance and administration of medicines must only be undertaken by members of staff who have been appropriately trained and assessed as competent to do so; with the Provider retaining a record of staff members’ approved initials.
  3. The Provider should have clear policies and procedures to cover the following areas;
  + The safe prompting, assisting and administration of medication including covert medication.
  + Action to be taken if a medication error is identified
  + How the identity of the Service User being prompted, assisted or administered their medication is checked.
  + A full audit trail of medicines, including the removal, disposal or return to the pharmacy of medicines.
  + A policy on the management of prompting, assisting and administration of Controlled Drugs.
  1. The Medication Administration Record (MAR) should include all prescribed medicines for the Service User. Records should be properly completed, legible and current and should clearly detail all medications prompted, assisted with and administered and any refusal or omission with this record signed by the person administering the medication.
  2. It is the right of the Service User to refuse medication, however when this happens it must be documented.
  3. Where it is considered that the Service User does not have capacity to make an informed decision regarding the administration of their medication, or where the wishes of the Service User appear contrary to their best interests the general practitioner responsible for their treatment must be consulted, which may include GP cover out of hours. The guidance and action of this consultation should be clearly documented within the Service Users care plan.
  4. In certain circumstances it may be necessary to covertly administer medication to a Service User to prevent them missing out on essential treatment. However, this must only be conducted following the receipt of a written decision made by the prescribing or responsible clinician. Such decisions must be recorded in the Service Users care plan in accordance with the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. Such decisions and the timetable for review of those decisions must also be recorded in the Service Users care plan.
  5. Where prompting, assistance or the administration of a Controlled Drug (pre dispensed) has been delegated in accordance with the H&SCP clear records must be kept of the training that has been provided and the names of staff that have had the tasks delegated to them

# Dignity in Care

* 1. The Provider, through delivery of a high quality service, will demonstrate respect and recognition and application of the Ten Dignity Do’s listed below pertaining to promoting Service Users dignity ;[[1]](#footnote-1)
* Have a zero tolerance of all forms of abuse
* Support people with the same respect you would want for yourself or a member of your family
* Treat each person as an individual by offering a personalised service
* Enable people to maintain the maximum possible level of independence, choice and control
* Listen and support people to express their needs and wants
* Respect people's right to privacy
* Ensure people feel able to complain without fear of retribution
* Engage with family members and carers as care partners
* Assist people to maintain confidence and positive self-esteem
* Act to alleviate people's loneliness and isolation

# Health & Nursing Needs and Delegated Health Tasks

* 1. The Provider will not currently be expected to undertake any nursing duties unless registered to do so and delivering services under Lot 2 – Complex Care. Arrangements for social care staff carrying out any health care tasks are covered in the current **Leicestershire and Rutland Health and Social Care Protocol (H&SCP) Revised 2014** as may be amended or superseded from time to time - <http://www.lscdg.org/wp-content/uploads/2014/08/A6-POCKET-BOOK-FINAL-PROOF-020514.pdf>.
  2. The Provider must ensure that only delegated health care tasks (as defined within the protocol) are carried out by appropriately trained staff members as detailed in the H&SCP. The Provider must ensure that any tasks identified as inappropriate for its staff to carry out in a Service Users home will be commissioned or provided for by Health.
  3. Delegated Health Care Tasks Health tasks that are defined in the Health and Social Care Protocol and will be identified in the community nursing service care plan and as such by the community nurse e.g.:
     + - Assistance with bowels/Continence management
       - Assistance with medication
       - Pressure area care
       - Epilepsy seizure management
       - PEG (Percutaneous Endoscopic Gastronomy) Feeding / enteral feeds via a tube
       - Oral Suctioning / Hygiene
       - Using a nebulizer
       - Cough assist machine
       - Oxygen Therapy
       - Positioning of service users when a Service User is unable to lie flat
  4. The Provider will **not** undertake any Services, which are defined within the H&SCP as the responsibility of health professionals, unless the tasks are:
* those defined as " generic delegated health care tasks";
* those defined as “specific delegated health care tasks” that require Providers’ care workers to have received one to one training with a Health worker for each and every individual person before they are deemed competent to carry out that task
* appropriate tasks to be undertaken within the Service Users home or place of residence
* Delivered by a nurse in accordance with lot 2
  1. The Provider will ensure relevant policies, procedures and practices are in place in order to maintain the clinical governance of any delegated health care tasks. The Provider will be required to carry out the above elements of service for Service Users with complex health needs in line with the guidance set out in the H&SCP. No Support Workers shall perform any nursing tasks unless they have the clinical experience and training as are required to enable them to perform such services.
  2. Support workers will be expected to:
     + - Have regard to individual health action plans
       - Assist with accessing information on health related matters
       - Support the Service User during periods of challenging behaviour, episodes of mental health difficulties and periods of illness
       - Support the Service User in managing continence issues
  3. If specifically commissioned through the ISP, support workers will be expected to support the service user in attending GP, hospital, dental, and optician appointments etc. when / if required.
  4. In circumstances where training by Community Nurses is required the Provider must not undertake any delegated healthcare task before the appropriate training has been received and staff have been assessed as competent to deliver those delegated health care tasks. .
  5. The Provider must keep copies of signed records e.g. Care Passport for each care worker which details the delegated task and the Service User it is delegated for. These should be provided by the mainstream health professionals who are delegating the task.
  6. In some complex care cases it may be necessary for the Provider to secure external training from specialist health professionals, such as: Physiotherapists, Occupational Therapists, Dieticians, etc. In these circumstances the Provider will still maintain responsibility for ensuring the competency of their staff in these areas.
  7. Where a Service User has very specific specialist needs e.g. Tracheostomy care it is expected that this be procured or sub-contracted to Providers who have demonstrated a proven ability to manage such needs. Whilst it is not expected that mainstream community or hospital staff will provide training for complex care the Provider will be expected to discuss the training given and competency required with the appropriate community health service.
  8. Any requests for additional Services/tasks from health professionals or any difficulties in interpretation of the H&SCP must be referred to the Commissioner, before any changes in Service provision are made.
  9. The Provider will alert the Council in a timely manner of any problem(s) or change(s) in Service Users clinical needs. This notification will be immediate where the change is significant or of immediate concern.
  10. The Provider will have policies, procedures and practices in place to ensure the clinical governance of any delegated healthcare tasks are maintained
  11. The Provider shall have regard to service users who require support with health needs that may include (but is not limited to);
* Appropriate equipment to enable communication, supervised feeding for those with a weak swallowing reflex this includes feeding individuals where necessary.
* Care of enteral feeding tubes such as Percutaneous Endoscopic Gastronomy (PEG), Radiologically Inserted Gastronomy (RIG), Nasogastric Feeding (NG);
* Care of Service Users using non-invasive ventilation; such as Oxygen Therapy
* Care of Service Users using cough assist machine;
* Care of Service Users requiring oral suctioning;
* Care of Service Users using a nebulizer;
* positioning the Service Users appropriately and recognising when a Service User is unable to lie flat;
* Appropriate communication with Service Users and relatives about end of life care decisions including Do Not Attempt Cardiopulmonary Resuscitation (DNACPR) and an ability to carry out end of life care;
* Appropriate diversional therapy;
  1. The Provider shall provide holistic care and support services for Service Users who have mild, moderate, severe or profound complex needs which may include but is not limited to:
* Severe Epilepsy
* Complex and enduring Mental Health needs
* Learning disabilities such as Pervasive Development Disorders (PDD) Autism and Autistic Spectrum Disorder (ASD)
* Severe Challenging Behaviours
* Dementia
* Complex physical disabilities including sensory impairments.
  1. The Provider should raise any concerns about the Service User’s health as part of their multi-agency partnership working arrangements. Providers are expected to contribute to a ‘whole system approach’ when managing health needs to reduce inappropriate hospital admissions. This would include making referrals to GP’s, district nurses or other health professionals if consent is gained from the service user.
  2. The Provider is responsible for supplying appropriate personal protective equipment or clothing and for ensuring that universal precautions are followed, for example, aprons, overalls, nitrile gloves and alcohol gel at the point of care and soap as well as eye protection if required.
  3. The Provider must have a uniform policy and ensure adherence to this by staff. All Support Workers must be provided with, at no personal cost, and wear a standardised uniform and identity badge whenever the Service is delivered to enable Service Users to identify them as a member of staff and to maintain professionalism). Support Workers must be bare below the elbow in line with infection prevention requirements and should not wear their uniform whilst off duty or during personal time.

# Interdependence with other services/providers

* 1. The Provider is expected to enter into a genuine spirit of partnership, and will endeavour to maintain a positive relationship with all stakeholders, including positive cooperation during service transfer periods.
  2. The Provider is required to attend the Provider Partnership Forum meetings organised by the Council and actively engage in the development of quality services within the City. Providers may also be asked to attend occasional meetings that are deemed to be of interest to Providers.
  3. The Provider shall ensure strong partnership working with other statutory, voluntary and private agencies and services to deliver seamless care. The Provider shall establish and maintain effective relationships with key stakeholders which include (but not limited to):
* Local Authority and Social Care services
* Leicester City CCG
* Primary Care including GPs, Practice Nurses and Practice staff
* GP Out of Hours
* Urgent Care Centres
* NHS 111
* Acute Trusts (Secondary Care) including Hospital Consultants and other medical staff in and outside of the area
* Community Nursing and therapy services
* Community Hospitals
* Ambulance Service
* Voluntary and Charity sector
* End of Life Care specialists and Hospices
* Non-Emergency Transport Services
* Nursing Homes
* Residential Homes and staff
* Continuing Healthcare Team
* Service user and carer’s and relatives
* Domiciliary care agency staff
* Local authority housing departments
* Equipment service
* Mental health services
* Dementia services
* Drug and alcohol services
* Counselling services
* Day centre and care home staff (private & council)
* Community pharmacists

The provider is required to have an awareness of locality based health services in the City.

# Assistive Technology (AT) Services

* 1. In line with current arrangements access to AT Services and support will be via Adult Social Care (ASC). The Provider will ensure that its staff are proactive in recognising situations where a Service Users’ independence could be enhanced through the use of A.T. and request ASC make a referral for AT team input. The AT team will respond in accordance with the priority and urgency of the referral.
  2. The supply and use of AT equipment must be monitored by the Provider to ensure that it is appropriate for the Service User to use. Staff will be familiar with the equipment and understand the benefits in order that these can be explained to the Service User so that their confidence in the use of the technology and equipment is developed.

**Section 4 – The Provider organisation**

# The operation of the organisation

* 1. The Provider shall operate the Specific Services from a suitable local base within the boundary of Leicestershire. This is to enable Staff supervision and training, contract compliance and monitoring visits and ensure knowledge of the locality. The office will be open from Monday to Thursday between the hours of 8.30 am to 5 pm (4.30 pm on Friday and Saturday) and be able to expand to Sunday cover if the Council expands its own working arrangements excluding Bank Holidays to receive referrals from the Council. Service Users must be able to contact this base by telephone, e-mail, minicom and/ or in person by appointment if necessary.
  2. The Provider shall not use any Service User’s address for their own personal business correspondence either by letter or telephone.
  3. The Provider shall not use a Service User’s home for business meetings. Reviews may take place in Service Users’ homes only with the consent of the Service User.
  4. A Provider that also operates as a Nursing and/or Care Home Provider, in addition to the provision of a domiciliary support service as referred to in this Specification must ensure that there is no conflict of interest between both businesses. They must be kept entirely separate in all aspects including the management structure. The Provider must demonstrate that they have adequate management arrangements in place for the domiciliary support service e.g. out of hours management cover.
  5. The Provider must be able to demonstrate that they have a stable and viable business framework throughout the life of the contract.
  6. The Provider’s business premises must be suitable for their purposes i.e. clean, secure and with lockable facilities to ensure confidentiality of all records held by the Provider.
  7. If the Provider’s business is run from domestic premises, a separate part of the accommodation must be designated for office use, and Contract and Assurance staff must be informed of this.
  8. The Provider’s business premises must provide a safe working environment for staff, and must be accessible to officers of the Council and to Service Users and their carers.
  9. Contracts and Assurance staff must be notified in writing immediately of any change to the location of the office base and any contact information.
  10. The Provider’s business premises must have a current fire certificate and adequate insurance cover. These certificates must be made available to Contracts and Assurance staff on request.
  11. The Provider must be able to demonstrate that they have office systems, which can accommodate the minimum requirements of the Service & the Commissioner.
  12. It is the responsibility of the Provider to ensure that information held on computer in relation to a Member of Staff or Service User is registered under the Data Protection Act, 1984. It is a further requirement that the Council is listed as a disclosure on any registration documents. Furthermore, the Provider must make available to the Council a copy of their current valid Data Protection Registration Certification on request.

# Record Keeping and Administration

* 1. The Provider shall ensure written records are maintained in line with CQC and professional regulatory bodies’ requirements notwithstanding the recording of any financial transactions undertaken on behalf of Service Users that must be kept for a period of no less than seven years.
  2. Written records will be kept in Service User’s homes detailing the support under the Service provided by Support Workers to ensure that Service Users’ health and rights are safeguarded. This will include entries for each support visit.
  3. Written records will be collected from the Service User’s home within 14 calendar days of the end of each calendar month to enable robust audit and review processes.
  4. The Provider’s ISP and any other relevant information should be kept in a secure lockable facility within the Provider’s office.
  5. The Provider should be able to demonstrate that their Confidentiality Policy is being implemented. All information relating to Service Users held on computer must have adequate password protection. It is the responsibility of the Provider to ensure that information held on computer in relation to a Member of Staff is registered under the Data Protection Act 1998. The Provider must make available to the Council a copy of their current valid Data Protection Registration Certification on request.
  6. The Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) during the duration of the Framework Agreement with to the Council upon reasonable request for the purpose of checking the financial viability of the organisation pursuant the Council’s responsibilities under Section 48 of the Care Act 2014.

# Directors/ Managers of service

* 1. The Provider shall advise the Council of any changes to the persons named as the Director/major shareholder/person carrying on the business of the Provider and the Manager or person in control of the day-to-day management of direct service provision.
  2. The Manager of the service is required to have a relevant qualification in social work, occupational therapy, nursing or management (Diploma in Management Studies and/or as required by CQC) or equivalent qualifications and experience of working to support Service Users maintain independent living skills. The Director and Manager may be the same person, however where a separate Manager is employed to take day to day control, there is no requirement for Director/shareholders to have direct experience of care / support work.
  3. In the event of absence of the Manager or person in day-to-day control, cover arrangements acceptable to the Council shall be in place. If the Manager is expected to be absent for more than 7 days, the Council shall be informed, with details of the cover arrangements. Any planned or unplanned absence of the Director or person carrying on the business expected to last for 28 days or more shall be notified to the Council with details of the cover arrangements.

# Business & Service Continuity Plan (BCP)

* 1. The Provider will hold a business continuity plan that deals with eventualities covering the temporary and longer term loss of:
     + Staff (including management)
     + Business premises
     + Information and Communication Technology
  2. This plan should be held by managers and key staff and should be held in the Provider’s business premises and at least one other separate location.

**Section 5 – The Workforce**

# Employment & Staffing Practice

* 1. In the provision of the Service, the Provider must ensure that they achieve and maintain compliance with Health & Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) – Fundamental Standards. All Support Staff involved in the delivery of the Service are to be either directly employed by the Provider under a contract of employment, or where they are self-employed or otherwise agents of the Provider, that the Provider:
  2. Acknowledges their contractual responsibility for the provision of the Service to the Council and does not seek to transfer its liability for the same;
  3. Ensures that they maintain insurance cover and indemnifies the Council in relation to such staff as required by the Contract Documents;
  4. Provides such staff with a copy of the outcome focussed Individual Support Plan for Service User they are to visit; and that staff are clear in understanding their role in enabling Service Users to be independent and to be aware of and encourage Service Users to make decisions and manage appropriate risks in relation to life choices, and is able to demonstrate to the Council its ability to comply with the paragraph below throughout the term of the Contract.
  5. That they are operating practices which comply with current employment legislation, Health & Safety at Work Act 1974 (as amended), the Food Safety Act 1992, and other relevant legislation as referred to in the [Health & Social Care Act 2008 (Regulated Activities)] Regulations 2010~~9~~.
  6. That staff who are eligible are paid statutory sick pay if sickness absence arises.
  7. That staff are paid for their travel time between visits, their associated travel costs and other necessary costs such as mobile phones.
  8. Staff members who use their cars for work purposes must take out appropriate motor insurance and must share this along with a copy of a valid driving licence with their employer.
  9. That staff are given the opportunity to regularly meet co-workers to share best practice and limit their isolation
  10. That Service User needs are met by the provision of an appropriate number of reliable and competent staff who are sufficiently experienced/trained to meet the needs preferences and outcomes of the Service User. This includes needs relating to age, race, culture, religion, sexuality, disability and any identified preferences in relation to gender and age of carer. Steps should also be taken to monitor the profile of the workforce and to ensure that this reflects the diverse profile of city residents wherever possible.
  11. Staff should not be accompanied by children or visitors (other than other relevant professionals by prior agreement) when providing care to service users in their own home.
  12. The Service should be consistent and allow flexibility to ensure continuity of the Service. The Provider shall ensure that there are workable, fair and published disciplinary, grievance appeals and sickness/absence policies and procedures in place and that these are used effectively to enhance staff performance and retention
  13. That Service Users get consistent and planned support because the manager/s and owner/s runs the Service appropriately with an open approach that makes Service Users feel valued and respected and are treated with dignity. Management cover will be provided 7 days a week/365 days a year, whenever staff are working, to include day time, evenings, out of office hours, weekends and all bank holidays. There should be appropriate management escalation processes that are communicated to all staff and audited regularly by the Provider. Referral taking and decision making must be available 7 days a week
  14. That where the Provider has reason to believe that the safety of individual care workers may be put at risk, then the Provider must contact the Commissioner. Should there be a request for additional care staff to manage such risk this will be treated according to individual circumstances. This communication does not absolve the Provider from complying with its obligations as an employer.
  15. That staff training, checks and development are carried out in such a way as to:  
      1. Promote and empower the staff member’s ability to carry out the responsibilities of their role through a minimum of supervision every two months which takes into consideration the following (but not limited to):
         + Learning & Development
         + Performance
         + Safeguarding Adults Issues
         + Health & Safety Issues
         + Review of individual service user’s cases
         + Employment requirements (e.g. Annual Leave)
      2. Promote and empower the staff member’s ability to carry out the responsibilities of their role through minimum of bi-monthly supervision which takes into consideration the need for training as appropriate.
      3. Deliver the service and meet the Service User's needs which may be complex and include specialist training as required within the ISP. Key messages from service user consultation are that they need clear communication and Members of Staff to be trained in all forms of communication and any alternative forms where a Service User’s speech is compromised. Providers will ensure all staff have core skills and training in supporting people with Dementia so that Service Users and their Carers are confident that the staff that provide their support are clear about their roles and responsibilities.
      4. Ensure that the Provider have in place a clear, well-publicised policy of zero tolerance of abuse within their organisations which is underpinned by clear procedures that cover all incidents of abuse from any person towards any other, e.g. staff to staff, Service Users to staff.
      5. Ensure that staff undertake training relevant to the ‘Multi-Agency Policy and Procedures for the Protection of Vulnerable Adults from Abuse (Revised January 2010) and the local Safeguarding Children’s Board (where appropriate), in order to develop a sound understanding of why concerns of abuse should be reported, who these should be reported to and be advised of the necessity of clear written records in respect of any concerns.
      6. Maintain members of staff on-going ability and vigilance in identifying and assessing potential hazards and risks, ensuring that staff record these appropriately and report concerns to their Management.
      7. Ensure awareness of the Disclosure and Barring Service (DBS) procedures and the obligations to meet these requirements. Providers must ensure all staff make a signed and dated declaration regarding previous criminal convictions.
      8. Providers should require an annual declaration by staff that they hold no new criminal convictions since the last DBS check carried out by that provider. In readiness for the third anniversary of the previous disclosure, a new DBS check should be completed.
      9. All applicants for work must be informed in writing that undeclared criminal convictions which subsequently become known may result in the Provider not allowing the Member of Staff to be involved in the provision of the Service.
      10. Where the Provider has made a judgement to employ a member of staff who has declared a spent conviction, the Provider must ensure (based on the nature of the offence and the length of time since the offence occurred) that appropriate risk management strategies are put in place to ensure that Service Users remain protected at all times.
      11. That where the Provider discovers that a Member of Staff already employed in a care position has a conviction and/or caution that would normally prevent the take-up of employment, the Provider must take immediate steps to ensure that Service Users are not at risk. Action taken by the Provider can include but is not limited to suspension (pending an investigation), dismissal, or transfer to a non-care position. All action must be appropriate in the circumstances and in accordance with employment legislation.
      12. The Provider is reminded of their legal obligation to refer relevant information to the DBS, where there is a concern relating to the harm or the risk of harm to children and/ or vulnerable adults or where there is a concern about the behaviour or conduct of an individual. The Provider agrees to comply with this obligation in a timely manner and in accordance with the guidance issued by the DBS.
      13. The Provider must conduct regular and ongoing reviews of staffing levels and resources and has a strategy in place that ensures there is adequate capacity in place to meet seasonal and changing needs of demand including religious festivals, Bank Holidays and popular holiday periods. The Provider must be flexible in the deployment of its staff across the contracted lot/s and hours of Service as commissioned. All Providers must be registered with the Skills for Care National Minimum Data Set (NMDS-SC), this is deemed a condition of the Contract and the following criteria must be met:
      14. All Providers must complete a NMDS-SC organisational record and must update all of their organisational data at least once in the financial year.
      15. Providers must fully complete individual NMDS-SC worker records for a minimum of 90% of their total workforce (this includes any staff who are not providing support).
      16. Individual records for staff which are included in the 90% calculation must be both fully completed and updated at least once during the financial year.
  16. The Provider must supply the Council, upon receiving reasonable notice of such a request, with rotas, pay details, contracts and other documents to enable the Council to monitor provider’s compliance with National Minimum Wage and national Living Wage requirements. The Council will accept anonymised records of the above, provided all required information can be linked via the use of unique codes.

# Recruitment

* 1. The Provider must establish recruitment procedures and selection procedures, including the appointment of temporary agency workers, that meet the requirements of equal opportunities and anti-discriminatory practice and is in accordance with employment and other relevant legislation. These procedures must ensure that all relevant documentation is checked for validity.
  2. The Provider will have adequate staff across a range of skills and qualifications and ensure that when health/clinical tasks are to be undertaken there is reasonable provision and availability of qualified nursing support that hold an active registration with the Nursing and Midwifery Council as follows:
     + - RN1:Adult Nurse
       - RN3: Mental Health
       - RN5: LD Nurse Level 1
       - Health Care Staff / ASC Care Staff, Managers etc.
       - Staff to support Administrative & Business Functions
  3. The Provider must not re-appoint or appoint a member of staff who has been previously dismissed from a caring role due to instances of gross misconduct without undertaking a risk assessment.
  4. The Provider must ensure that staff are not appointees, agents or counter signatories to any Service Users’ personal finances unless they are the immediate relative of the Service User and this is declared prior to the staff member's appointment. The Provider must ensure that all staff are not able to benefit financially or inappropriately from a Service User.

# Staff Training and Skills

* 1. The Service must be provided at all times in accordance with the values and principles stated in this Service Specification, (Schedule 3 to the Contract). In particular:
* The Service will be managed such that Service Users can maximise their independence;
* In line with the terms laid down in this Contract, the Service will be delivered by appropriately skilled managers and staff, with respect, sensitivity and dignity and in sufficient numbers to ensure service delivery consistent with the requirements of all elements of the Service Specification.
  1. “Appropriately skilled” refers to a range of skills, qualities, understanding and experience which are a prerequisite for employees to perform competently and should be reflected in the training plan. This includes (but is not limited to):
* Interpersonal skills (communications, empathy, listening skills, confidence)
* Support planning skills
* Risk assessment skills
* Problem solving skills
* Organisational skills
* Negotiation/conflict resolution skills
* Experience of supporting vulnerable people
* Being able to empower others
* Deprivation of Liberty
* Mental Capacity Act
* Awareness of the possibility of abuse including the signs and symptoms and responsibilities in respect of responding to possible abusive situations
  1. The Provider must follow employment procedure in accordance with the Health & Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) Fundamental Standards and the Disclosure and Barring Service (DBS) (updated every three years) or subsequent legislation replacing or re-enacting the same.
  2. Services will be provided in an anti-discriminatory manner and will be accessible to all eligible people regardless of any relevant protected characteristics[[2]](#footnote-2) they may have. The Provider will be expected to demonstrate on an ongoing basis that staff possess a sound knowledge of the needs of Service Users’ that have a range of disabilities, including Service Users’ living with dementia and those with additional communication needs.
  3. The Provider will provide an appropriate level of continuing training and professional support in the pursuit of best practice and in accordance with the Health & Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) Fundamental Standards and the H&SCP which underpin the requirements and quality standards within this Service Specification and the Quality Outcomes and Standards,
  4. The Provider must support, promote and empower staff to carry out the responsibilities of their role taking into consideration the need for additional and refresher training as appropriate. The training should have a strong emphasis on supporting Service Users’ to achieve their stated Outcomes by working in a Person Centred and enabling manner.
  5. The Provider must ensure that they have in place a training policy and corporate training plan which is reviewed and updated regularly in accordance with the needs of staff, the demands of the Service and any subsequent changes in legislation. This training plan should reflect the skills and abilities noted above in 27.2.
  6. The Service Provider will ensure that staff members receive training and development appropriate to their role to meet the broad spectrum of needs, including where appropriate, Service Users with high dependency needs, lack of mental capacity, advanced stages of dementia and the ability to manage challenging behaviours.
  7. All training for staff should be provided at no cost to the staff member and staff should be paid for the time spent in training.
  8. The Provider where appropriate:
* Shall ensure that Staff are skilled in working with people with dementia;
* Shall develop and maintain a management strategy for the care of Service Users with dementia and this strategy must enable all staff to be trained to pre-empt problems by knowing the Service User and knowing how to respond in situations that are potentially distressing for them.
  1. The Provider shall ensure that staff member' training and development is carried out in such a way as to:
* Promote and empower the staff member to carry out the responsibilities of their role through regular and effective supervision and competency assessment which takes into consideration the need for additional and refresher training.
* Deliver the Service and meet all Service Users needs which may be complex, and include specialist training as required within the care plan.
* Maintain a staff member’s ongoing ability and vigilance in identifying potential concerns in respect of safety issues which will have an effect on Service Users and staff and in reporting those concerns to the Registered Manager evidencing the appropriate action has been taken to remedy or address such concerns.
  1. The Providers programme of training should be both mandatory and progressive and commensurate with the roles of the staff and the needs of Service Users and provide staff members with guidance and techniques that as a minimum (but not limited to) focus on the following areas;
* Communication and listening
* Supporting people with a sensory loss;
* Risk management;
* Behaviour management, including dealing with challenging behaviour;
* Tissue viability;
* Providing care in a dignified manner;
* Guidance on care of dying people;
* Supporting Service Users to make individual choices;
* Mental Capacity Act (2005) and Deprivation of Liberty Safeguards (DOLS);
* Equality and diversity
* Safeguarding;
* Moving and Handling;
* Emergency procedures;
* Health & Safety;
* Infection Prevention and Control;
* Control of Substances Hazardous to Health (COSHH)
* Falls pathway and guidance
* Dementia Awareness training
* First aid
* Resuscitation
* Basic Life Support
  1. The Provider shall ensure that where they provide Services for Service Users with mental health needs and dementia, all staff have undertaken appropriate training in dealing with these needs.
  2. Providers should strongly consider developing the role of Dementia Champion within the workforce. Such a role would take a lead in dementia care, through enhancing the understanding of current approaches to dementia care and the ability to influence others to improve their understanding and skills.
  3. The Provider shall ensure that staff members are appropriately trained and skilled to quickly recognise when a Service User becomes seriously ill, physically and/or mentally, and requires treatment or further assessment and immediately responds to meet their needs.

**Section 6 – Policy and Procedure for Providers**

# Policy & Procedure Requirements

* 1. Providers will be required to work to the principles set out in a number of National and Local Acts, policies and regulations. Providers will be expected to hold their own policies as detailed within the Specification and associated Framework Agreement.

# Health & Safety

* 1. The Provider is expected to meet all requirements of the Health and Safety at Work, Act 1974 (as amended), or any other legislation or guidance that supersedes this for the duration of the Specification, including all risk assessment duties
  2. All other legislation, guidance or policy noted below should be adhered to unless revised or superseded. Where this occurs, the latest version of such legislation, policy or guidance should apply.

# Manual Handling

* 1. Where manual handling is required the Provider shall ensure staff, at all times, comply with current manual handling operation regulations. Where a risk assessment indicates manual handling is necessary, a detailed assessment of identified risks and safe manual handling systems must be undertaken and recorded by the Provider.
  2. Staff carrying out the manual handling element of the risk assessment must be trained by a suitably qualified person or recognised training agency and the Provider shall produce evidence of that training when requested to do so by the Council and as a part of the Quality Assessment Framework (QAF) In addition, the manual handling element of risk assessment must be reviewed by the Provider when the Service User’s ISP is reviewed, or more frequently as required, and at least annually, to ensure the validity of assessments and the effectiveness of any control measures introduced.

# Fire Safety

* 1. Fire safety risks must be assessed through appropriate risk assessment processes. Staff carrying out the fire safety element of the risk assessment must be trained in fire safety risk assessment. The content, quality and frequency of this training must be of a standard that is determined as being acceptable to the Council and the Leicestershire Fire and Rescue Service.
  2. The fire safety element of the risk assessment must be suitable and sufficient to cover all the hazards to which the support worker, Service User (and where applicable the carer) are exposed, and must include but not be limited to the following information:
  3. Providers must train staff in the operation of evacuation chairs in properties where the Service User resides in a property where a Fire Evacuation Chair is an evacuation tool.
  4. Confirmation of a correctly sited fitted and regularly maintained smoke detector. If a Service User refuses to have smoke detectors fitted this should be raised with the Commissioner and noted on the Service User’s ISP.
  5. The assessment of each room where the risk of fire may reasonably be expected to present a hazard, including the living area, bedroom/s, kitchen, bathroom and toilet, and any corridors or hallways, and communal areas external to the Service User’s home but shared with other tenants.
  6. The control measures introduced to remove or reduce the risk of fire.
  7. The Provider shall support the Service User in testing any smoke detector/s in the Service User’s home at least monthly and record they have provided this support. The Provider shall also support the Service User to dust the smoke detector/s at six monthly intervals, and record this.
  8. Where the fire safety element of the risk assessment indicates a high risk or difficult to reduce risks, the Provider must immediately contact the Council to discuss.
  9. The fire safety element of the risk assessment must be reviewed by the Provider at least annually or more frequently if required, to ensure the validity of assessments, and the effectiveness of any control measures introduced.
  10. Support workers must be trained in fire safety awareness. The content, quality and frequency of this training must be of a standard that is determined as being acceptable by the Council and the Leicestershire Fire and Rescue Service.

# First Aid/Emergencies

* 1. The Provider shall ensure all Staff are trained in basic first aid and Basic Life Support (BLS) techniques by a recognised, suitably qualified person or training agency, and be able to evidence that training by producing current valid training certificates, when requested to do so by the Council. The Provider shall ensure all Staff are issued with a basic first aid kit at induction and monitor its use.

# Antimicrobial Resistance and Healthcare Associated Infections

* 1. The Provider must comply with the Code of Practice on the Prevention and Control of Infections.
  2. The Provider shall ensure that suitable and sufficient personal protective equipment is provided to Support Workers who may be exposed to risk at work. The Provider must take steps first to prevent or control risk at source by making working processes safer and by using safe systems of work. PPE must be suitable for purpose and in line with national guidance.
  3. The Provider shall ensure that all Support Workers receive Infection Prevention training at the start of their employment and remain competent in their practice. The training should incorporate national or international guidance.
  4. The Provider must demonstrate due regard to protect their staff and promote their health and well-being whilst ensuring that Service Users are not placed at unnecessary risk of infection. This would include offering Hepatitis B and annual flu vaccinations. The Provider may be required to report to the CCG the take-up rates of specific campaigns and monitor their staff accordingly.
  5. The Provider shall ensure that all Staff receive Infection Prevention training at the start of their employment and remain competent in their practice. The training should incorporate national or international guidance.

# Control of Substances Hazardous to Health

* 1. The Provider shall ensure that substances hazardous to health used or encountered in the delivery of the service do not expose staff, Service Users or any other person at risk. In such circumstances, risk assessments must be carried out, including Service User specific risk assessments. The Provider must adhere to the relevant COSHH national guidance.
  2. The Provider shall ensure that all Support Workers are trained in and comply with procedures for hazardous substances, and shall ensure that safe working practices are followed. If the provision of support to a Service User involves working with clinical or general waste the Provider will be expected to show due regard and have a policy in place for safe disposal and staff training should be completed and recorded.

# Lone working

* 1. The Provider shall ensure that they have in place a Lone Working Policy and risk assessments are carried out to ensure the safety and welfare of all their staff. All staff should be made aware of this policy and the requirements contained within.

# Food Hygiene

* 1. The Provider shall ensure all staff engaged in food preparation or handling are trained in and comply with basic food hygiene practices in line with the standards required by the Foundation Certificate in Food Hygiene.

# Service User Accidents – Procedures

* 1. The Provider must have procedures in place to respond to incidents and accidents.
  2. Where a Member of staff is in attendance at a Service User’s home, and an accident occurs, the Member of Staff must contact, or contact the Provider’s office base to facilitate contacting, the appropriate emergency service or support service (e.g. Integrated Crisis Response Service (ICRS), Clinical Response Team (CRT) for the incident.
  3. First Aid Training must support Carers in being able to identify the most appropriate route for medical assistance. The Provider is responsible for ensuring staff are empowered to contact the most appropriate service, normally 111, ICRS or CRT, for the Service User’s circumstances to reduce un-needed 999 calls.
  4. The Member of Staff must stay and support the service user until a health care professional or emergency service arrives and may only leave once given leave to do so by the above, or by the Commissioner. Providers will be recompensed by the Commissioner for additional time and may claim the actual time spent at the visit in accordance with Section 8 of the Service Specification and Appendix 3.
  5. The Provider must contact any family or friends requested by the Service User provided consent is given by the Service User. Wherever possible this should have been agreed in advance and recorded on the Service User’s ISP.

# Incidents, Serious Incidents

* 1. The Provider must have mechanisms for reporting and investigating incidents and serious incidents.
  2. The provider must ensure all staff are aware of their responsibilities, and the procedures in respect of reporting incidents, and serious incidents, and their appropriate escalation processes. Staff involved in the investigation of incidents and serious incidents must be trained in the provider’s investigation process and root cause analysis.
  3. The Provider must have policies and procedures in place, and followed in practice to conduct root cause analysis, learn from any incidents and serious incidents, and ensure that actions are taken to prevent reoccurrence.
  4. The Provider must alert the Council within the same working day of any incidents and serious incidents. If the incident occurs outside of normal working hours and cannot wait for a response until the next working day, it should be reported to the Emergency Duty Team (EDT). Incidents shall be reported and followed up promptly and the action taken recorded.
  5. The provider must collaborate with any investigation conducted by the commissioner and / or regulatory body with the objective of reducing the risk of any further reoccurrence, and informing learning at a local and / or national level as appropriate.

# Accessible Information

* 1. The Provider shall ensure the Service User, and where appropriate their carer and family members receive appropriate information in an accessible format as described in the Accessible Information Standards(1), and conveyed in an appropriate manner as informed by the ISP.
  2. The Provider shall provide the Services in accordance with standards, recommendations and guidance issued for accessible information under SCCI1605 and 8/201 (Accessible Information Standard), including any amendments thereof. The Service Provider is required to identify, record, flag and meet the information and communication support needs of patients/service users where those needs relate to a disability, impairment or sensory loss and will keep the Council informed of the steps taken by the Service Provider in this regard.

# Complaints Procedure

* 1. The Provider shall ensure each Service User and their relatives have access to the Provider’s Complaints Procedure. If the Service User is unable to understand the procedure, their next of kin, carer or representative should be allowed to support them through the process.
  2. The Provider shall ensure that all staff are vigilant to complaints or problems experienced by Service Users and those arrangements are in place to ensure these are recognised and actioned and recorded appropriately within their complaints procedure and related documentation. Evidence should be available for lessons learnt from complaints
  3. The Service User has the right to make a complaint directly to the Provider or CQC. The Provider shall ensure that the Service User or their carer is given information on how to contact the local CQC office. In addition the Service User or their carer has recourse to the Council’s complaints procedure and the CHC complaints procedure or CCG Complaints Procedure.
  4. The Provider shall have a complaints procedure that includes:
* How to make a complaint
* The expected time scales for acknowledgement, and response to a complaint.
* How to escalate a complaint as part of a staged process of complaints.
* Audit & review process.
* How to access advocacy support if required by the Service User
* The role of the Council and CHC in handling complaints
* The Council’s Complaint Process and contact details
* The NHS Complaints Procedure in line with NHS and Local Authority Complaints Regulations 2009 and contact details
* Local Government Ombudsman Complaints Process and contact details.
* The role of the CQC as regulator, and contract details.

# Compliments or commendations

* 1. Compliments are a good learning opportunity and the Provider is expected to have a process in place for sharing compliments with staff to help inform service development. A record of all compliments should be kept on the ISP, on the provider’s business premises and on the Support Worker’s employee files.

# Safeguarding Adults at Risk of Abuse & Neglect

* 1. The Provider shall, in line with the Leicester Safeguarding Adult Board’s Multi-Agency Policy & Procedure, ensure Service Users are protected from physical, financial, verbal, any abuse arising from a persons protected characteristics and neglect or abuse through the misapplication of drugs by deliberate intent, negligence or ignorance.
  2. The Provider and all members of staff shall cooperate and work collaboratively with the Council and all relevant agencies, to enable the Council to conduct enquiries under Section 42 of the Care Act 2014.
  3. The Provider shall ensure that a “Safeguarding Adults at Risk of Abuse & Neglect” policy and procedure is produced, in line with the Leicester Safeguarding Adult Board’s Multi-Agency Policy & Procedure.
  4. The “Safeguarding Adults at Risk of Abuse & Neglect” policy and procedure must include:  
     + How the service takes action to identify and prevent abuse from happening.
     + A procedure by which staff members and volunteers can raise concerns, and the process by which the provider will raise concerns with The Council and other agencies where required.
     + A procedure for reporting all suspected crimes taking place within the Service to the Police.
     + clear statements against discrimination and harassment towards any person (including staff, volunteers, Service Users, carers) on any grounds including protected characteristics and how diversity, beliefs and values of people who use services may influence the identification, prevention and response to safeguarding concerns.
  5. The Provider shall ensure that all incidents in which a Service User, including self-funding residents, has been at risk of significant harm, or has been harmed, are reported. An alert must be made to The Council within the same working day. If the incident occurs outside of normal working hours and cannot wait for a response until the next working day, it should be reported to the Emergency Duty Team (EDT). Incidents of abuse shall be reported and followed up promptly and the action taken recorded.
  6. The Provider must ensure a “Whistle-Blowing” policy is produced in accordance with guidance produced by ‘Public Concern at Work’. This must be cross-referenced with the ‘Safeguarding Adults’ procedures.
  7. The Provider must ensure the “Safeguarding Adults at Risk of Abuse & Neglect” policy and procedure is publicised to all staff members, volunteers, service users, family and informal carers in ways which are appropriate and accessible.
  8. The Provider, when sourcing safeguarding training, must have considered and ensured the outcomes of the Local Safeguarding Competency Framework are covered.
  9. The Provider must ensure that all staff are competent in identifying and reporting concerns of abuse or neglect.
  10. The Provider shall ensure that all staff are aware of and shall adhere to the ‘Multi-Agency Policy and procedures for the Protection of Vulnerable Adults from Abuse’ and that all staff are aware of the indicators of abuse and supported by the appropriate training.
  11. The Provider shall ensure that there is a clear process known to staff members for action in response to concerns or allegations that a member of staff has perpetrated or contributed to abuse. This should include the process for suspension, transfer to a non-care position or supervised work on a precautionary basis, and interface with any Police investigation.
  12. The Provider shall ensure that if it becomes aware of allegations that a staff member has committed a crime (e.g. assault, harassment, theft) they are reported to the Police without undue delay.
  13. The Provider shall ensure that all staff members or volunteers who are dismissed because it is believed they have harmed a vulnerable adult (whether or not in the course of their employment), or leave/resign when they may have been dismissed on these grounds, are referred to the Independent Safeguarding Authority and Nursing and Midwifery Council (if their employment is covered by DBS and the NMC).

**Section 7 - Contract Compliance, Quality Assurance & Performance Indicators**

# Quality Overview

* 1. The Council is responsible for the monitoring of quality, the reviewing of Service User’s needs for this Service, the overarching quality of service provision and the contractual compliance of Providers.
  2. The Provider will be expected to demonstrate internal quality and contractual compliance monitoring mechanisms that ensure the ongoing quality of services delivered. The Provider must have mechanisms in place to identify and address falling standards including policies and procedures that reflect current evidence and guidance.
  3. The provider must have a Quality Assurance Policy that details how the service will audit and review the service, and is reviewed as and when required, and at least every three years.
  4. The provider must have and use a range of audit tools, spot checks, and consultation mechanisms, to ensure quality of service. This could include (but is not limited to):
     + - Audits
       - Spot Checks
       - Telephone & postal surveys
       - Service user records audits
       - Staff surveys
       - Stakeholder surveys
  5. All methods of monitoring quality and compliance are subject to alteration or change dependent on analysis of information received by the Council, regarding the Provider, such as complaints, safeguarding incidents and Notifications of concerns. The Council reserves the right to increase quality and compliance monitoring as required. The Provider is expected to work with the Council to remedy issues of unsatisfactory performance and continued poor performance may result in the termination of any contract and possible recouping of costs.
  6. The Provider will be required to produce, within the timescale provided and on request for monitoring purposes, documentation, specific policies, ISPs, training logs, rotas, communications and any other information which the Council deems appropriate to monitor the effectiveness of the service provided.
  7. The Council and their authorised representatives reserve the right to undertake quality monitoring visits to ensure standards and policies are being upheld as well as checking ISPs in the Providers office(s) and the domiciliary support setting to ensure they reflect the needs of the Service User and content is the same in both locations.
  8. The Council and their authorised representatives reserve the right to require the Provider to attend contract management meetings. The Council will provide reasonable notice of such meetings.

# Quality Assurance Framework

* 1. The Provider will be required to undertake an annual self-assessment to inform the Commissioner’s Quality Assurance Framework (QAF). All Providers will have an annual quality assessment and compliance review using the QAF.
  2. The QAF is a set of standards expected by the Commissioner or those Providers of the Service. It provides a method for Providers to evidence achievements and is a practical tool for continuous improvement towards driving up quality. The key principles of the QAF are:  
     + - Overarching focus on positive outcomes for Service Users;
       - Supports both those making choices and commissioning decisions;
       - Based on evidence from those who use the service together with observational assessment and soft intelligence from stakeholders;
       - Providers are clear what ‘quality’ looks like as defined by Service Users, their families / carers and how this can be achieved.
  3. To inform and complement the annual QAF service review, quality and compliance monitoring by the Council will take place in a variety of ways. Examples of quality and compliance monitoring by the Council in this Framework Agreement include but are not limited to:  
     + - Service User and/or their carers’ feedback to Council Officers on the standards of services being provided.
       - Care Management staff reviewing if the Service is meeting the Service Users’ assessed needs or requires amendment.
       - Service User consultation completed by the Council.
       - Provider staff consultation completed by the Council
       - Investigation of complaints and trends in complaints and notifications of concerns.
       - Provider quarterly monitoring submissions cross-referenced to the contract documentation
       - Inspecting written procedures and records for both Service Users and staff and verifying their implementation.
       - Feedback from other stakeholders including external inspection reports from CQC.
       - Monthly Performance monitoring including Provider Electronic Care Monitoring System Performance reporting and analysis
       - Unannounced responsive visit to check compliance
       - Additional themed annual reviews
       - Health and Safety monitoring
  4. The QAF is subject to continuous review and development as strategic aims & objectives change, and intelligence is received regarding local or national thematic quality issues. Therefore the Council reserves the right to review the requirements of the QAF. The Council will provide a copy of the revised requirements to providers where it believes the changes have been significant.
  5. The current QAF tool is embedded here



* 1. Providers are also required to adhere to the standards contained in the clinical Quality Monitoring and Assurance Framework for domiciliary support providers. This contains domains covering the following:
     + - Management and governance of the organisation
       - Clinical effectiveness
       - Service user safety
       - Service user experience
  2. The method by which these are measured is currently through the Quality Monitoring and Assurance Framework. Providers are required to adhere to these standards and to work with the reviewing clinical team to evidence this through use of the toolkit. The Council and Clinical monitoring teams will endeavour to work together to reduce or remove any duplication with these quality assurance processes.
  3. A copy of the current tool is embedded here



# Performance Indicators

* 1. Performance across the commissioned market and, where data is available, for individual Providers will be monitored using the following framework.
  2. Whilst additional targets may be negotiated throughout the life of the contract, the indicators with targets attached currently are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Indicator** | **Methodology** | **Target** | **Source** |
| Missed Visits | Number and percentage of declared missed visits. | 0 in 4 week period. | ECM |
| Continuity of Care | In any 2 week period, percentage of Service Users who receive visits from more than the quality standard set.  The standard is 1 + (0.15 multiplied by number of visits in 2 week period) rounded up. | 80% of service users in 2 week period meet the standard. | ECM |
| Early Critical Visits | Percentage of calls starting no more than -15 mins from planned start time. | 95% of visits in 4 week period. | ECM |
| Late Critical Visits | Percentage of calls starting no more than +15 mins from planned start time. | 95% of visits in 4 week period. | ECM |
| Early Standard Visits | Percentage of calls starting no more than -30 mins from planned start time. | 80% of visits in 4 week period. | ECM |
| Late Standard Visits | Percentage of calls starting no more than +30 mins from planned start time. | 80% of visits in 4 week period. | ECM |
| Call Duration | Percentage of calls where actual duration is no more than 2 minutes greater than or less than the planned duration. | 95% of visits in 4 week period. | ECM |
| Partnership Forums | Number of partnership forums attended by a representative of the provider. | 75% of forums on annual basis. | Registers |

* 1. The Council reserves the right to add to, amend, remove, or review the performance measures identified above throughout the duration of the contract.

**Section 8 – Finance, Payments and ECM**

# Financial Arrangements

* 1. The Provider is required to issue invoices within one week of the four weekly accounting periods as stipulated by the Council in Appendix 3. The provision of late invoices waives the right to interest on any subsequent late payment. Credit notes will be issued for any support provision not commissioned. It is the Provider’s responsibility to resolve individual queries over order discrepancies with the commissioner
  2. Where queries are raised regarding support provision, the provider must accept part payment of invoices.

# Banking of hours

* 1. Support hours are commissioned on a weekly basis and paid over a four week period (see Annex 1 for details of the four weekly periods). Commissioned hours for non-personal care or health care may be banked or carried forward within a four week period but not from one period to the next and only in agreement with the Commissioner.
  2. Payment will be based on the total hours delivered within the four weeks, under or over provision as a total over the four week period will result in payment queries which may delay payment to providers.

# Actual Hours Provision

* 1. The Provider will be required to submit information electronically using their own system for times of actual support delivered. The information will be provided in a format specified by the Council. The information is required for four weekly periods as specified in Appendix 3 and submitted to the Council within one week of the end of each period. Absence Notifications will be submitted electronically on a weekly basis as required by the Council and detailed further in the Instructions to Providers. The use of electronic absence submissions will assist with prompt payment and enables the department to monitor and identify Service Users not in receipt of the Service due to hospital admissions, respite or any other reasons where support has not been delivered.
  2. Where a service user declines a full or partial service visit, the Council will pay for the actual hours delivered using the time banding arrangements outlined in appendix 3.

# Electronic Care Monitoring

* 1. Electronic Care Monitoring (ECM) is a requirement for all providers.
  2. During the Framework Agreement (and upon termination in respect of the last Contract Payment) the Provider shall operate ECM in accordance with the requirements of the Service and in particular shall comply with the processes and file requirements set out in Appendix 3 attached to this Specification
  3. The Provider shall provide evidence to the Council of its training & staff development, management policies in connection with their use of ECM.
  4. The provider must have management systems in place to assure itself and the Council of the quality of information held in ECM systems.
  5. The Council accepts the right of individual Service Users to refuse the use of ECM so long as the provider can demonstrate that the benefits of the system have been explained to the Service User, the Service User’s decision is recorded in their ISP, and a risk assessment completed. This decision should be reviewed on an annual basis with the Service User and should be reported to the Council immediately if any consent is refused or withdrawn.
  6. The Provider’s selected ECM system must enable the Provider, and the Provider must have procedures in place, via alerts or active monitoring in real-time, to monitor visits to service users for the purposes of preventing Missed Visits.
  7. The Council reserves the right to review the requirements of Appendix 3 in the event of changing system or quality requirements. The Council will provide written notice of no less than 30 days of the revised requirements and will detail such revised requirements.
  8. Where the Council has reviewed the requirements of Appendix 3, in accordance with clause 49.7, the Council reserves the right to request back-dated files where it is reasonable to expect the provider to have met the requirements prior to the change detailed in 49.7. The Council will provide no less than 30 days’ notice of such a request.

# Appendix 1 - Lot 1 - General Domiciliary Support Service Detail and Specific Requirements

**Client Group**

Service Users aged 18 or over, usually those who reside in Leicester City and have been assessed as having eligible needs for the purposes of Adult Social Care or Continuing Health Care.

**Specific Outcomes**

To ensure Service Users have a good quality of life

- The Service User should feel valued, be able to decide on day to day matters and make choices/exert influence on all aspects of their life.

To promote Service Users’ independence

- The Service User should be part of the decision making process, having input into day to day activities and have their independence maximised.

To involve the Service User

- The Service User should be informed and enabled to influence the way care is provided in a flexible and appropriate way.

To ensure the Service Users’ safety and security

- The Service User should be confident that care is being provided in a manner which ensures their safety and well-being.

To promote confidence in the Service User

- The Service User should feel certain that care is being provided by known and trusted people who are in turn managed appropriately.

**Support Skills of Staff**

Providers will induct new staff members in accordance with the Care Certificate (see glossary). In addition all staff members providing care should be qualified, or working towards a qualification QCF level 2.

Essential support skills of staff should include:

* + - * Needs and Risk Assessment
      * Individual Support Planning
      * Knowledge and experience of behaviour that presents challenges;
      * Knowledge and experience of meeting the needs of people with autistic spectrum disorder;
      * Individual Communication and sensory needs of the Service User (e.g. the service users disability, or community language requirements);
      * General health monitoring supporting access to health services;
      * Assisting with mobility (e.g. assisting someone with physical impairment, visual impairment, learning disorder);
      * Tissue viability, positioning, postural management and manual handling;
      * Promotion of healthy lifestyles including eating choices, meal preparation and activity;
      * Other training to meet Service User needs as appropriate
      * Communication and sensory needs
      * Awareness in managing Diabetes
      * Awareness in managing Epilepsy
      * Experienced in the use of multi-agency working to meet outcome requirements.
      * Working with Service Users with a range of multiple co-morbidities.
      * Medication Management

# Appendix 2 - Lot 2 - Complex Domiciliary Support Service Details and Requirements

**Client Group**

Service Users of 18 years and above who are placed using this specification will include but not be restricted to Service Users with:

* + - * Complex and enduring mental health needs.
      * A dual sensory impairment (e.g. visual and hearing loss)
      * Behavioural, emotional and social difficulties (BESD).

Some of the people in need of this service may at some time demonstrate challenging behaviours. They may be at risk of harming themselves and some may be a risk to others. These will be more complex cases, generally requiring a higher skill set of staff.

**Specific Outcomes**

To ensure Service Users have a good quality of life

- The Service User should feel valued, be able to decide on day to day matters and make choices/exert influence on all aspects of their life.

To promote Service Users’ independence

- The Service User should be part of the decision making process, having input into day to day activities and have their independence maximised.

To involve the Service User

- The Service user should be informed and enabled to influence the way care is provided in a flexible and appropriate way.

To ensure the Service Users’ safety and security

- The Service User should be confident that care is being provided in a manner which ensures their safety and well-being.

To promote confidence in the Service User

- The Service User should feel certain that care is being provided by known and trusted people who are in turn managed appropriately.

**Support Skills of Staff**

The Provider will have adequate staff across a range of skills and qualifications and ensure that when health/clinical tasks there is reasonable provision and availability of qualified nursing support that hold an active registration with the Nursing and Midwifery Council as follows:

* + - * RN1:Adult Nurse
      * RN3: Mental Health
      * RN5: LD Nurse Level 1
      * Health Care staff / ASC Care Staff, Managers etc.
      * Staff to support Administrative & Business Functions

Providers will induct new staff members in accordance with the Care Certificate (see glossary). In addition all staff providing care should be qualified at QCF Level 2 and there is an expectation that staff working at with Service Users on this lot should be seeking qualification at QCF level 3, if not already attained.

Essential support skills of staff should include:

* + - * Knowledge of meeting the support needs and outcome expectations of Service Users experiencing mental health problems;
      * Working as a key element of the Care Programme Approach to meet Service Users outcomes and expectations;
      * Needs and Risk Assessment;
      * Individual Support Planning;
      * Supporting Service Users to managing their own mental health and wellbeing;
      * Knowledge and experience of behaviours that present challenges including self-harm, harm to others and appropriate strategies to manage and reduce risks;
      * Mental health awareness, monitoring and management, particularly during periods of mental ill health;
      * Communication and sensory needs;
      * Awareness in managing Diabetes;
      * Awareness in managing Epilepsy;
      * Assisting with mobility;
      * General health monitoring supporting access to health services;
      * Promotion of healthy lifestyles including eating choices, meal preparation and activity;
      * Other training to meet Service User needs as appropriate;
      * Experienced in the use of multi-agency working to meet outcome requirements;
      * Awareness of how mental ill health can affect the way symptoms of general ill health may present them;
      * Tissue viability, positioning, postural management and manual handling;
      * Medication Management.

**Nursing Oversight**

Where a service users care is allocated to a registered nurse i.e. named nurse, then the registered nurse may delegate care as appropriate however they maintain ultimate accountability for care given and must ensure that checks are made to ensure that appropriate information about the service user is fed back to them where they are not directly providing the care.

The nurse will be responsible for undertaking the necessary risk assessments and formulating care plans, however we would expect this to be done with input from the support staff and always with the person/relatives/advocates being actively involved.

The nurse has a duty to ensure that care provided meets the needs of the individual and that all care delivered is evaluated and adapted monthly as a minimum or as the persons needs change .

# Appendix 3 - Domiciliary Support Framework Electronic Care Monitoring Procedures

1. **Introduction**

A contractual requirement for providers to implement and utilise an Electronic Care Monitoring (ECM) system from the start of the contract is in place. This guidance has been produced to specify Leicester City Council’s requirements for ECM system usage and reporting.

The processes and file requirements described in this appendix must be complied with. It enables the Council to monitor and pay for the work done by providers. Failure to comply will cause delay of invoice payment or no payment at all.

1. **Principles**

A number of principles set the foundations for the usage of ECM:

The council does not require providers to utilise a particular ECM system. The council requires providers to utilise an ECM system that meets the functional requirements throughout this document.

It is essential that providers have training and staff development policies, which include the use of the selected ECM system.

The provider must have management systems in place to assure itself and the council of the quality of information held in ECM systems.

The council accepts the right of service users to refuse the use of ECM systems by the service user so long as the provider can demonstrate the benefits of the system have been explained to the service user, and the service user’s decision is recorded in their care plan.

Data must not be manipulated following production of reports. Data must be an accurate reflection of the actual work conducted. The council will not manipulate data sent by providers and will accept the data as a statement of fact.

The Council may request access to time sheets or other records held by the provider to audit that the ECM is being correctly generated and submitted.

1. **Definitions**

Terms defined hereon apply to all reports unless specifically stated within the report specifications.

|  |  |
| --- | --- |
| **Term** | **Definition** |
| Commissioned Visit | Where a provider has received an order from the council to conduct a visit to provide a commissioned service. The visit may not be completed, but this is due to a planned absence or unplanned issue.  Where two carers attend as required by the care plan (e.g. a double-up call), this would constitute two visits. |
| Planned (Chargeable) Visit | Where an individual carer attends a service user with the intention of completing the commissioned service. The visit may not be completed due to unplanned absence, non-access, or other unplanned emergency. In these circumstances payment is made for the time spent at the visit in line with the banded rates.  Where two carers attend as required by the care plan (e.g. a double-up call), this would constitute two visits for the time actually spent by each carer on the visit in line with the banded rates. |
| Actual Visit | Where an individual carer attends a service user and completes the commissioned service. Where two carers attend as required by the care plan (e.g. a double-up call), this would constitute two visits. |
| Missed Visit | Where a visit to provide a commissioned service is required, but not completed due to a failure on behalf of the provider. |
| Frustrated Visit | There are two types of ‘Frustrated’ visits:  A visit is completely frustrated due to an unplanned event e.g. non-access, unplanned emergency (e.g. hospital admission)  A visit is completely frustrated due to a planned event e.g. planned hospital admission, holiday, or other event. |
| Charges | The charges to service users are based on charges being applied with a 15 minute minimum charge per user and each minute thereafter. |
| Payments | The payments to providers are based on payments being applied in bands with a 15 minute per visit minimum payment. |

**Reports / Files Required**

3 files are required from providers. The four-weekly period will be the same for all providers. Files will need to be provided in csv format, except for the invoice summary which is a pdf file.

It will not be possible to change incorrect data on ContrOCC (payment system) once any record in the four week period has been reconciled, authorised or validated. If the provider issues ECM that is clearly incorrect (an example would be start times that begin after the end time) a reduction in payment may be made at the discretion of the Council if costs are incurred correcting the error.

It is assumed that the provider will ensure that the files sent are reconciled and balanced to each other so that the data is consistent through the three, four weekly files. The Council recommends that Providers prepare each previous week’s data each week and not try to check their 4 weekly report at the end of the 4 weekly period, as all documents are required to be sent to the council **within 7 days** of the end of a four week period. The four weekly periods will be clarified by the schedules shown as Annex 1. **Failure to provide on time will result in further contractual action**.

If you supply services for more than one of the Contract Lots in the relevant period you must supply separate files for all reports for each LOT. Packages commissioned by the CCG and those commissioned by the Council must be provided on separate reports (CSV’s).

**Import File**

The **Import** file will be required every four weeks. This represents all of the information required for the Council to pay invoices and charge service users under the Charging Policy. This will cover the four week period, broken down by visit on separate lines for each service user. Where there is more than one carer at a visit, separate lines should be detailed.

The Import file must include all planned (chargeable) visits as per the definition above.

The format of the filename will be xxxxx\_YYYYMMDD\_IMPORT.CSV, where xxxxx is the provider Contract number and YYYYMMDD is the final weekending date for the period in universal format.

**Invoice Summary**

The **invoice summary** file will also be required to be sent every four weeks. This is the actual invoice which will be required for payment purposes. There will be no need to send a hard copy.

The total on the Invoice summary must be equal to the Import File.

The company header should be on the invoice for audit purposes. The format of the filename will be xxxxx\_YYYYMMDD\_INVSUMMARY.PDF where xxxxx is the provider Contract number and YYYYMMDD is the final weekending date for the period in universal format.

**Master & Performance File**

The **Master** **& Performance** file will be required ever four weeks. This provides supplementary information to the Invoice Summary, for each user over the four week period, broken down by week and visit date. The file should include a separate line for each carer for each visit. This will be used to provide reporting and performance information.

The ‘Master & Performance File’ must include all ‘Commissioned’ visits as per the definition above.

The format of the filename will be xxxxx\_YYYYMMDD\_MASTER.CSV where xxxxx is the provider Contract number and YYYYMMDD is the final weekending date for the period in universal format.

**Invoice Summary**

The **invoice summary** file will also be required to be sent every four weeks. This is the actual invoice which will be required for payment purposes. There will be no need to send a hard copy.

The total on the Invoice summary must be equal to the Import File.

The company header should be on the invoice for audit purposes. The format of the filename will be Jxxxxx\_YYYYMMDD\_INVSUMMARY.PDF where Jxxxxx is the provider Contract number and YYYYMMDD is the final weekending date for the period in universal format.

**Master & Performance File**

The **Master** **& Performance** file will be required ever four weeks. This provides supplementary information to the Invoice Summary, for each user over the four week period, broken down by week and visit date. The file should include a separate line for each carer for each visit. This will be used to provide reporting and performance information.

The ‘Master & Performance File’ must include all ‘Commissioned’ visits as per the definition above.

The format of the filename will be Jxxxxx\_YYYYMMDD\_MASTER.CSV where Jxxxxx is the provider Contract number and YYYYMMDD is the final weekending date for the period in universal format.

**Report Specifications**

**Import File (4 - weekly)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Column**  **(From A Onwards)** | **Data Type** | **Required?** | **Notes** |
| Service | Text (100) | Yes | This is a unique reference number identifying the provider – this will be confirmed to contractors who are successful by Operational Finance |
| ServiceLevel | Text (100) | Yes | This identifies the Service provision and needs to be one of the following descriptions:  **ADULT SOCIAL CARE SERVICE LEVELS**  Domiciliary Support - Generic Domiciliary Services  Domiciliary Support - Complex  Domiciliary Support  Domiciliary Support – Non-Weight Bearing Pathway  **HEALTH SERVICE LEVELS**  Health Domiciliary Support - Generic Health Domiciliary Services  Health Domiciliary Support - Complex  Health Domiciliary Support |
| SSRef | Text (50) | Yes | This is our reference number for the service user as quoted on the order. but prefixed with an “A” |
| Date | Date, YYYYMMDD | Yes | *The* visit date YYYYMMDD. |
| IsTimetabled | 1=Yes | Yes | 1 (on each line) for all visits where entry was gained  0 on any line where the visit was frustrated or missed |
| TimetabledQuantity | Decimal | No | Blank |
| TimetabledEntryTime | Time, hh:mm | Yes | Time visit started |
| TimetabledExitTime | Time, hh:mm | Yes | Time visit ended |
| TimetabledIsFrustrated | 0=No or  1=Yes | Conditional | If access for a visit is denied, or service user was not at the property, this field = 1.  If the visit took place this must be 0 |
| WeeklyActualQuantity | Decimal | No | Blank |
| WeeklyFrustratedQuantity | Decimal | No | *Blank* |
| WeeklyMissedQuantity | Decimal | No | Blank |
| WeeklyExtraQuantity | Decimal | No | Blank |
| WeeklyNumberOfVisits | Integer | No | Blank |
| Comments | Text | Conditional | *When need comments* |
| CarePackageLineItemID | Integer | No | Blank |

NB: where the field is not required it must still be represented in the file by comma so that the total number of commas per row is one less than the number of fields listed above.

**Master & Performance File (4 - weekly)**

|  |  |  |
| --- | --- | --- |
| **Column Title**  **(From A Onwards)** | **Data Type** | **Notes** |
| ServiceID | Text | This is a unique reference number identifying the provider – xxxxx. |
| Service | Text | This identifies the Service provision and needs to be one of the following descriptions:  **ADULT SOCIAL CARE SERVICE LEVELS**  Domiciliary Support - Generic Domiciliary Services  Domiciliary Support - Complex  Domiciliary Support  Domiciliary Support – Non-Weight Bearing Pathway  **HEALTH SERVICE LEVELS**  Health Domiciliary Support - Generic Health Domiciliary Services  Health Domiciliary Support - Complex  Health Domiciliary Support |
| Weekending\_Date | Date  (DD/MM/YYYY) | For each week within the four week reporting period. |
| SSRef | Text | This is our reference number for the service user as quoted on the order. This is the same as the former User ID prefixed with an “A” |
| Visit\_Date | Date(DD/MM/YYYY) |  |
| Visit\_Code | Integer | Either:  0 for an ‘Actual Visit’ as defined by 3.3 above or  1 for a ‘Frustrated’ visit. |
| Visit\_Frustrated\_Code | Integer | In the case that the Visit\_Code is 1, this field is mandatory and one of the following codes to define the frustrated visit must be used:  Missed Visit (Provider Fault)  Non-Access  Un-Planned Emergency  Service User Cancelled  Other Unplanned Event  Planned hospital admission  Holiday  Other planned event. |
| Visit\_Frustrated\_Comment | Text | To be used to provide an accompanying comment regarding the frustrated visit and is mandatory in the case of 5 or 8 being selected in the above list. |
| Double\_Visit | Integer | Either:  0 for a single carer visit  1 for a double carer visit |
| Critical\_Visit | Yes/No | Defined on LCC order form |
| CarerID | Text | A unique identifier for the carer booked on the visit. |
| Planned\_Arrival\_Time | Time (hh:mm) |  |
| Actual\_Arrival\_Time | Time (hh:mm) | If visit was frustrated – this must be the same as the planned visit time. |
| Minutes\_Early\_Late | Integer (Minutes)  (early -; late+) |  |
| Actual\_Departure | Character (hh:mm) | If visit was frustrated – this must be the same as the planned duration. |
| Planned\_ Duration | Integer (Minutes) |  |
| Actual\_Duration | Integer (Minutes) |  |
| Banded\_Duration | Integer (Minutes) |  |
| Hourly\_Rate | Decimal |  |
| Banded\_Visit\_Charges | Decimal |  |
| Manually\_Adjusted\_Code | Integer | If a line is manually adjusted, then one of the following codes must be used:  Arrival Adjusted  Departure Adjusted  Duration Adjusted  Arrival & Departure Adjusted  Arrival & Duration Adjusted  Arrival & Departure & Duration Adjusted  Departure & Duration Adjusted  In all other cases 0 – No adjustment should be used. |
| Manual\_Adjustment\_Reason | Text | Only the following options should be used.  Non Access  Delayed Entry  Shopping  Emergency Occurred  Service away from home  Service user refused visit  Forgot to log in /out  No telephone  System error  Other |
| Comments | Text | To be used to provide any accompanying comment regarding the visit.  In the case of a manual adjustment reason of ‘Other’ this is mandatory. |

NB: Where the field is not required it must still be represented in the file by comma so that the total number of commas per row is one less than the number of fields listed above.

**Annex 1 – Schedule of Reporting Periods**

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Period Start Date** | **Period End Date** | **Date Files Due By** |
| 1 | 09/10/2017 | 05/11/2017 | 12/11/2017 |
| 2 | 06/11/2017 | 03/12/2017 | 10/12/2017 |
| 3 | 04/12/2017 | 31/12/2017 | 07/01/2018 |
| 4 | 01/01/2018 | 28/01/2018 | 04/02/2018 |
| 5 | 29/01/2018 | 25/02/2018 | 04/03/2018 |
| 6 | 26/02/2018 | 25/03/2018 | 01/04/2018 |
| 7 | 26/03/2018 | 22/04/2018 | 29/04/2018 |
| 8 | 23/04/2018 | 20/05/2018 | 27/05/2018 |
| 9 | 21/05/2018 | 17/06/2018 | 24/06/2018 |
| 10 | 18/06/2018 | 15/07/2018 | 22/07/2018 |
| 11 | 16/07/2018 | 12/08/2018 | 19/08/2018 |
| 12 | 13/08/2018 | 09/09/2018 | 16/09/2018 |
| 13 | 10/09/2018 | 07/10/2018 | 14/10/2018 |
| 14 | 08/10/2018 | 04/11/2018 | 11/11/2018 |
| 15 | 05/11/2018 | 02/12/2018 | 09/12/2018 |
| 16 | 03/12/2018 | 30/12/2018 | 06/01/2019 |
| 17 | 31/12/2018 | 27/01/2019 | 03/02/2019 |
| 18 | 28/01/2019 | 24/02/2019 | 03/03/2019 |
| 19 | 25/02/2019 | 24/03/2019 | 31/03/2019 |
| 20 | 25/03/2019 | 21/04/2019 | 28/04/2019 |
| 21 | 22/04/2019 | 19/05/2019 | 26/05/2019 |
| 22 | 20/05/2019 | 16/06/2019 | 23/06/2019 |
| 23 | 17/06/2019 | 14/07/2019 | 21/07/2019 |
| 24 | 15/07/2019 | 11/08/2019 | 18/08/2019 |
| 25 | 12/08/2019 | 08/09/2019 | 15/09/2019 |
| 26 | 09/09/2019 | 06/10/2019 | 13/10/2019 |
| 27 | 07/10/2019 | 03/11/2019 | 10/11/2019 |
| 28 | 04/11/2019 | 01/12/2019 | 08/12/2019 |
| 29 | 02/12/2019 | 29/12/2019 | 05/01/2020 |
| 30 | 30/12/2019 | 26/01/2020 | 02/02/2020 |
| 31 | 27/01/2020 | 23/02/2020 | 01/03/2020 |
| 32 | 24/02/2020 | 22/03/2020 | 29/03/2020 |
| 33 | 23/03/2020 | 19/04/2020 | 26/04/2020 |
| 34 | 20/04/2020 | 17/05/2020 | 24/05/2020 |
| 35 | 18/05/2020 | 14/06/2020 | 21/06/2020 |
| 36 | 15/06/2020 | 12/07/2020 | 19/07/2020 |
| 37 | 13/07/2020 | 09/08/2020 | 16/08/2020 |
| 38 | 10/08/2020 | 06/09/2020 | 13/09/2020 |
| 39 | 07/09/2020 | 04/10/2020 | 11/10/2020 |
| 40 | 05/10/2020 | 01/11/2020 | 08/11/2020 |
| 41 | 02/11/2020 | 29/11/2020 | 06/12/2020 |
| 42 | 30/11/2020 | 27/12/2020 | 03/01/2021 |
| 43 | 28/12/2020 | 24/01/2021 | 31/01/2021 |
| 44 | 25/01/2021 | 21/02/2021 | 28/02/2021 |
| 45 | 22/02/2021 | 21/03/2021 | 28/03/2021 |
| 46 | 22/03/2021 | 18/04/2021 | 25/04/2021 |
| 47 | 19/04/2021 | 16/05/2021 | 23/05/2021 |
| 48 | 17/05/2021 | 13/06/2021 | 20/06/2021 |
| 49 | 14/06/2021 | 11/07/2021 | 18/07/2021 |
| 50 | 12/07/2021 | 08/08/2021 | 15/08/2021 |
| 51 | 09/08/2021 | 05/09/2021 | 12/09/2021 |
| 52 | 06/09/2021 | 03/10/2021 | 10/10/2021 |
| 53 | 04/10/2021 | 31/10/2021 | 07/11/2021 |
| 54 | 01/11/2021 | 28/11/2021 | 05/12/2021 |
| 55 | 29/11/2021 | 26/12/2021 | 02/01/2022 |
| 56 | 27/12/2021 | 23/01/2022 | 30/01/2022 |
| 57 | 24/01/2022 | 20/02/2022 | 27/02/2022 |
| 58 | 21/02/2022 | 20/03/2022 | 27/03/2022 |
| 59 | 21/03/2022 | 17/04/2022 | 24/04/2022 |
| 60 | 18/04/2022 | 15/05/2022 | 22/05/2022 |
| 61 | 16/05/2022 | 12/06/2022 | 19/06/2022 |
| 62 | 13/06/2022 | 10/07/2022 | 17/07/2022 |
| 63 | 11/07/2022 | 07/08/2022 | 14/08/2022 |
| 64 | 08/08/2022 | 04/09/2022 | 11/09/2022 |
| 65 | 05/09/2022 | 02/10/2022 | 09/10/2022 |
| 66 | 03/10/2022 | 30/10/2022 | 06/11/2022 |
| 67 | 31/10/2022 | 27/11/2022 | 04/12/2022 |
| 68 | 28/11/2022 | 25/12/2022 | 01/01/2023 |
| 69 | 26/12/2022 | 22/01/2023 | 29/01/2023 |
| 70 | 23/01/2023 | 19/02/2023 | 26/02/2023 |
| 71 | 20/02/2023 | 19/03/2023 | 26/03/2023 |
| 72 | 20/03/2023 | 16/04/2023 | 23/04/2023 |
| 73 | 17/04/2023 | 14/05/2023 | 21/05/2023 |
| 74 | 15/05/2023 | 11/06/2023 | 18/06/2023 |
| 75 | 12/06/2023 | 09/07/2023 | 16/07/2023 |
| 76 | 10/07/2023 | 06/08/2023 | 13/08/2023 |
| 77 | 07/08/2023 | 03/09/2023 | 10/09/2023 |
| 78 | 04/09/2023 | 01/10/2023 | 08/10/2023 |
| 79 | 02/10/2023 | 29/10/2023 | 05/11/2023 |
| 80 | 30/10/2023 | 26/11/2023 | 03/12/2023 |
| 81 | 27/11/2023 | 24/12/2023 | 31/12/2023 |
| 82 | 25/12/2023 | 21/01/2024 | 28/01/2024 |
| 83 | 22/01/2024 | 18/02/2024 | 25/02/2024 |
| 84 | 19/02/2024 | 17/03/2024 | 24/03/2024 |
| 85 | 18/03/2024 | 14/04/2024 | 21/04/2024 |
| 86 | 15/04/2024 | 12/05/2024 | 19/05/2024 |
| 87 | 13/05/2024 | 09/06/2024 | 16/06/2024 |
| 88 | 10/06/2024 | 07/07/2024 | 14/07/2024 |
| 89 | 08/07/2024 | 04/08/2024 | 11/08/2024 |
| 90 | 05/08/2024 | 01/09/2024 | 08/09/2024 |
| 91 | 02/09/2024 | 29/09/2024 | 06/10/2024 |
| 92 | 30/09/2024 | 27/10/2024 | 03/11/2024 |

**Annex 2 – Report / File Templates**

Embedded within this document are example files meeting the requirements of LCC’s ECM system. Files contain example data. To open the file, double click on the icon.

**2.1 Import File**



**2.2 Master & Performance File**



**2.3 Invoice Summary**



**Annex 3 – Commissioned Time Banding**

**The first figure in the range is over that amount and the second figure is equal to or under. For example 24 – 38 means an amount of time above 24 minutes and up and including 38 minutes.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Commissioned Visit Time** | **Actuals Range (Minutes)** | **Pay (Minutes)** | **Band** |
| 0.25 (15 minutes) | 0-23 Minutes | 15 | 1 |
| 0.5 (30 minutes) | 24 - 38 | 30 | 2 |
| 0.75 (45 minutes) | 39-53 | 45 | 3 |
| 1 (60 minutes) | 54-68 | 60 | 4 |
| 1.25 (75 minutes) | 69-83 | 75 | 5 |
| 1.5 (90 minutes) | 84-98 | 90 | 6 |
| 1.75 (105 minutes) | 99-113 | 105 | 7 |
| 2 (120 minutes) | 114-128 | 120 | 8 |
| 2.25 (135 minutes) | 129-143 | 135 | 9 |
| 2.5 (150 minutes) | 144-158 | 150 | 10 |
| 2.75 (165 minutes) | 159-173 | 165 | 11 |
| 3 (180 minutes) | 174-188 | 180 | 12 |
| 3.25 (195 minutes) | 189-203 | 195 | 13 |
| 3.5 (210 Minutes) | 204-218 | 210 | 14 |
| 3.75 (225 Minutes) | 219-233 | 225 | 15 |
| 4 (240 Minutes) | 234-248 | 240 | 16 |
| The Council will pay the provider the Pay (Minutes) time for the relevant band. This will be based on the actual time delivered as shown in the ECM reports as long as the time quoted does not exceed the support package without good reason. | | | |
|

1. <http://www.dignityincare.org.uk/About/The_10_Point_Dignity_Challenge/> [↑](#footnote-ref-1)
2. There are nine protected characteristics identified in the Equality Act 2010 – Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex, Sexual Orientation. [↑](#footnote-ref-2)