APPENDIX A

Invitation to Tender

Framework Providers for the Provision of Outcome Based Homecare Services

B: Service Specification
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1. **Introduction**

1.1 This document sets out a service specification relating to the provision of Outcome Based Home Care for adult, older people and children in the London Borough of Waltham Forest. There is an enhanced specification for services users with Mental Health issues including Dementia and onset Dementia, and services users with Learning Disabilities.

1.2 The purpose of Outcome Based Home Care is to enable service users to remain in their own homes, living as independently as possible.

1.3 The London Borough of Waltham Forest is committed to ensuring that people with mental health problems incusing dementia are supported to live in their own homes. The group most at risk of entering residential care are older people over 65 with dementia. The Council’s commissioning and prevention strategies have identified the need to develop appropriate services to meet the needs of this client group.

1.4 The Council is looking to set up a list of Framework Providers, some of who will be able to provide specialist services and is looking for approximately ten providers across the three geographical areas (North, Central and South). The council currently has a number of packages in the North Contract area to place immediately.

2. **Legal Framework**

2.1 It is a requirement that all providers will be registered as a Domiciliary Care provider with the Care Quality Commission (CQC)(and its successors) and will maintain registration throughout the duration of this contract. Therefore, the regulations required for registration (and their associated standards), and the monitoring of the achievement of those regulations and standards, are not duplicated in this specification. Providers are required to comply with all relevant legislation that currently relates to the operation of their business or is amended or implemented at a future date, Appendix B1 provides guidance; the list is not exhaustive and should not be taken as a definitive guide.

2.2 The Council expects all providers to operate at a ‘good’ quality rating from CQC and strive for excellence. An ‘adequate’ rating will trigger the requirement for contract review and an agreed action plan for improvement.

3. **Core Principles and Values**

3.1 The Council’s Vision, which was developed in 2004, sets out long-term ambitions for the area and the organisation. Arranged under four key heading (Quality Spaces, Aspiration and Success, A community Fit for All, Working for Waltham Forest) the vision centres around the following themes:
- Quality spaces where people want to live, work and visit
- Confident young people and highly skilled residents
- A community fit for all, characterised by tolerance, caring, respect and cohesion between different groups
- A top performing Council providing excellent services

3.2 The community Strategy 2005-2012 sets out the Local Strategic Partnership’s (LSP), comprising some 30+ partner organisations, long-term vision and priorities for Waltham Forest. It is based on consultation with over 15,000 residents and reflects the things they said would most improve their quality of life. The Strategy is arranged under the following headings:

- Decrease crime and improve the safety and quality of the environment
- Improve the health and well being of local people
- Improve learning opportunities to help individuals achieve their potential
- Improve the local economy and infrastructure
- Increase community understanding and participation

3.3 Additionally, the LSP has developed a Sustainable Community Strategy, which draws on the aspirations of all voices in the community in order to improve the quality of life of its residents. Through extensive consultation across the community, the following priorities have emerged:

- Planning for population growth and change;
- Create more wealth & opportunities for our residents
- Retain more wealth within the borough.

3.4 In respect of the wider local economy, the Council will require Providers to commit to the Sustainable Community Strategy through investing in both the people and infrastructure of Waltham Forest. This may include employing those with a learning disability or funding an apprentice scheme.

4. Partnership Working

4.1 The Council and NHS Waltham Forest (Primary Care Trust (PCT)) wishes to work in partnership with care providers in delivering a high quality service to its service users. The aim is to maximise the use of available resources by establishing longer-term, more integrated relationships with service providers.
4.2 By signing up to a “partnership approach”, the Council, NHS WF and service providers are making a commitment to:

- Share key objectives.
- Collaborate for mutual benefit.
- Communicate with each other clearly and regularly.
- Be open and honest with each other.
- Listen to, and understand, each other’s point of view.
- Share relevant information, expertise and plans.
- Avoid duplication wherever possible.
- Monitor the performance of both/all parties.
- Seek to avoid conflicts but, where they arise, to resolve them quickly at a local level, wherever possible.
- Seek continuous improvement by working together to get the most out of the resources available and by finding better, more efficient ways of doing things.
- Share the potential risks involved in service developments
- Promote the partnership approach at all levels in the organisations (e.g., through joint induction or training initiatives).
- Have a contract, which is flexible enough to reflect changing needs, priorities and lessons learnt, and which encourages service user participation.
- Implementation of Personalisation Programme.

4.3 The Council will hold regular Provider Meetings and we expect all providers, including the Council’s in-house service to be active participants with regular attendance of senior representatives.

5. **Service Aims**

5.1 Service users are able to remain in their own home for as long as possible and to achieve and maintain their potential in relation to physical, intellectual, emotional and social capacity. Also, that they are helped to take greater control of their lives.
5.3 Service Users are put at the centre of decisions about how they are cared for and services are provided in a way that the Service User feels involved, secure and confident in the care provided to them.

5.4 Changes in Services User’s health and care needs are communicated effectively and in a timely manner to enable appropriate action and interventions to be made, including enabling Service Users to remain at home safely.

5.5 The implementation of this contract should contribute to the following outcomes for service users which are also those outlined in the White Paper, Our Health, Our Care, Our Say, and which the Care Quality Commission will be inspecting –

- Exercising Choice and Control
- Improved Health and Emotional Wellbeing
- Personal Dignity and Respect
- Quality of Life
- Freedom from Discrimination and harassment
- Making a Positive Contribution
- Economic Wellbeing

5.6 The Council wishes, in partnership with service users and providers, to move towards an outcome based approach to the provision of services. This document reflects that direction of travel.

5.7 Developing and implementing this outcome-based model will be central to the contract as will the Personalisation Programme.

6 Service Principles

6.1 This set of principles should apply to all contact with service users and their carers:

- To treat people as individuals and promote each person's dignity, privacy and independence.
- To acknowledge that all care workers are visitors in the service user’s home and should act accordingly.
- To acknowledge and respect people's gender, sexual orientation, age, ability, race, religion, culture and lifestyle.
- To maximise people's self care abilities and independence.
- To recognise people's individuality and personal preferences.
• To provide support for carers, whether relatives or friends, and recognise the rights of other family members.

• To acknowledge that people have the right to take risks in their lives and to enjoy a normal lifestyle.

• To provide protection to people who need it, including a safe and caring environment.

• The way in which the service is provided should respect the ethnic and cultural background of the service user.

7. General Service Requirements

7.1 The services to be provided will be to children, adults (18-64) and older people (over 65) whom have been assessed by the Council or the PCT as being eligible to receive care.

7.2 These Service Users have a range of needs, dependant on the level of either their vulnerability or disability. The Service Users fit broadly into the following categories, being:

• Learning Disability (see Schedule B1 for enhanced specification)
• Physical Disability and Sensory Impairment
• Older People
• Mental Health, Dementia & Substance Mis-use (see Schedule B2 for enhanced specification)
• Children & their Families
• Those with continuing care or other health care needs

7.3 The needs of service users are sometimes simple in terms of needing assistance with daily living activities. For others, their needs may be very much more complex and requiring a range of personal/health care and support services.

7.4 There is no typical service user within any of the client groups and having a ‘disability’ or being an ‘older person’, for example, has different impacts for different people. The following pen pictures are taken from national sources and are intended to illustrate what is ....

a) ...A Learning Disability
A learning disability affects the way someone learns, communicates or does some everyday things. Someone has a learning disability all through their
life. There are many different types of learning disability. They can be mild, moderate or severe.

Some people with a mild learning disability do not need a lot of support in their lives, but other people may need support with all sorts of things, like getting dressed, going shopping, or filling out forms. Some people with a learning disability also have a physical disability. This can mean they need a lot of support 24 hours a day. This is known as profound and multiple learning disability (PMLD).

A learning disability does not stop someone from learning and achieving a lot in life, if they get the right support.

*Mencap*

**b) ...Mental Health**

Mental health properly describes a sense of well-being: the capacity to live in a resourceful and fulfilling manner, having the resilience to deal with the challenges and obstacles which life presents. Mental health 'problems' or 'difficulties' are terms that can be used to describe temporary reactions to a painful event, stress or external pressures, or systems of drug or alcohol use, lack of sleep or physical illness; this terminology may also be used to describe long-term psychiatric conditions which may have significant effects on an individual's functioning. Mental health problems include anxiety, depression, mania and psychosis.

*Leeds University*

**c) …Dementia**

Dementia is the term used to define a collection of symptoms characterised by a progressive loss of intellectual functions, including memory, language, reasoning and the abilities to perform the most basic skills needed to carry out the tasks of everyday life. A number of medical conditions may manifest themselves as dementia, but in most cases this will be an incurable degenerative disease of the brain. No other human condition produces a progressive loss of the essential elements of mental functions, which define an individual, their relationship with the outside world and their ability to survive within it in quite this way.

*Dept of Health*

**d) …Disability**

The social model of disability puts forward the concept that it is society’s physical, sensory, attitudinal, legal and behavioural barriers that make people disabled, not particular medical conditions or impairments.

This model concentrates on how society excludes the individual by failing to create a culture that insists on full accessibility to services, communication, information, buildings and transport for all. It describes disability as the
problems caused by these barriers, rather than the individual’s physical or mental impairment.

According to this social model, any person with a disability is seen as a person having the same desires, needs, and aspirations as any person without a disability. Equality for disabled people is often seen as similar to the struggle for equality in other socially-marginalised groups. For disabled people, equal rights will give them the ability to make their own decisions and the opportunity to live their lives to the fullest. It is this model that has been widely adopted by organisations of persons with disability across the world.

e) …a Child

A child is a person under 16 years of age for most things and under 18 for some other things.
f) ...an Older Person
There is no agreed definition of an older person. An older person is usually
defined by age and in social care, an adult over the age of 65 is considered
to be an older person. Older people have their own individual needs.

"Central to this is the message that it is not age per se but factors that are
associated with older age that prove problematic i.e.

- Poor health
- Negative image
- Low Income
- Lack of Access to Services

Whereas people cannot be made younger, these factors can be changed
and their life improved."

Scottish Parliament

g) ...Fully Funded NHS Continuing Care
NHS continuing healthcare is the name given to a package of services,
which is arranged and funded by the NHS for people outside hospital with
ongoing health needs. There is an eligibility criteria to qualify for continuing
care, which is applied by a multi-disciplinary group including health and
social care professionals.

7.5 These pen pictures are intended to provide an overview of service users wants,
needs and aspirations. However, all service users are individuals with their own
personal values, beliefs and standards.

7.6 The provider must have an understanding of the needs of the client groups they
are able to provide services to and employ a workforce that is appropriately
skilled, experienced and diverse in order to meet these needs.

7.7 Providers must have a workforce development strategy, which ensures the
recruitment and retention of an appropriately trained workforce, which reflects
the community demographic. It is essential that the provider is able to have
sufficient diversity and capacity in the workforce to enable care workers to be
suitably matched to service users and the needs of their care packages.

7.8 The complexity of service user need is assessed against the Council’s Fair
Access to Care (FAC’s) criteria, which evaluates need in one of 4 categories
being, low, moderate, substantial, critical.

7.9 Currently the Council is only providing services to approximately 5,000 service
users falling within the substantial and critical criteria. Of these 5,000,
approximately 1,200 are in receipt in homecare services. However, it is the
Council’s intention to increase the number of people, which it serves both
across the low and moderate criteria and the number of carers in receipt of a
service.
7.10 This increase is anticipated to see an additional 1,500 people served over the five year period, 2008-2013. However, in accordance with Adult Social Care’s Commissioning Strategy, this does not necessarily translate into an increase in the services demanded by the Council under this contract.

7.11 Indeed, the Commissioning Strategy seeks to deliver the Government’s ambition for transforming social care. At the core of this ambition is the allocation of a personal budget to every individual assessed as being eligible for social care services. This may be provided in cash as a direct payment, or alternatively held by the Council to be spent in accordance with the Service Users wishes once their care plan has been agreed. It will not only include monies for social care but also budgets from other Government sources including the NHS and the Department of Work and Pensions.

7.12 With the freedom of personal budgets, Service Users will be empowered to make their own care arrangements, such as employing their own personal care assistants, joining local clubs rather than attending day centres and choosing to go to hotels or on package breaks, as opposed to respite care in a residential home.

7.13 This then impacts on the volume of services, which will be demanded under this contract. The diagram following is indicative of the likely change from Council commissioned services to service user commissioned services over the next five years.

7.14 Therefore, over the duration of the contract, the impact of Personalisation is set to reduce the volume of service commissioned directly by the council. This is the rationale for setting up a list of Framework Providers Contracts with no guaranteed level of business. The Council will encourage services users to take control of their care package via a Direct Payment or an Individual Budget.
7.15 In principle the Council accepts that it may be easier for service users in the moderate and low criteria, and additionally carers, to manage a Direct Payment. However the early evidence from the Individualised Budget pilots show that, with appropriate support, that the more vulnerable service users are equally as capable.

7.16 This has influenced the Council’s thinking in terms of what services may need to be provided under this contract. The range of services therefore needs to allow a combination of the preventive, mainstream and complex services listed below.

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<th>Low</th>
<th>Moderate</th>
<th>Substantial</th>
<th>Critical</th>
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7.17 The outcomes to service users will be identified within their care plan. The care plan will additionally identify a volume of service, which will be described as either a monetary value, or an allocation of time. It will be for the provider to agree with the service user and carers how this resource allocation will be used in order to achieve the outcomes. Providers will need to agree a Service User Plan with the user and provide a copy to the council and the service user.

7.18 These Service User Plans will require a negotiation between the provider and service user in terms of the service users’ aspirations and the operational practicalities of the provider. Generally, the Council would anticipate that no element of service is less than of a 30 minute duration, where personal care is involved and that the service would normally operate between the hours of 7am to 11pm, 7 days per week. However, there will be several packages of care, which require servicing outside of these core hours, particularly where there is a requirement for 24 hour care or a night service.

7.19 Currently new packages of care and transferring packages of care are time and task based. Over the period of time, the council will move towards outcome based packages.

7.20 When Outcome Focussed Care is implemented, this may mean that there will be two methods of operation. Providers will therefore be required to work with these different systems until such time as they can be harmonised.
7.21 The outcomes will be assessed against the following seven themes:

- Quality of life
- Health
- Social Networks and Involvement
- Skills and Hobbies
- Environment
- Dealing with Finances and Administration
- Cultural and Religious Needs

7.22 In achieving these outcomes, it will be necessary to undertake a number of activities and provide support.

8. **Provision of Personal Care**

8.1 The following list of personal care assistance is not exhaustive but is provided as an indication of the type of service the provider may be required to provide.

- Assisting the Service User with dressing/undressing; getting up from bed, and returning to bed; using a mechanical hoist or assisted movement techniques where the Service User is unable to transfer from or to bed, chair, toilet, commode or other without assistance;
- Assisting with feeding;
- Assisting with bathing and washing, shaving, hair care, skin care, denture and mouth care, application of prescribed creams, fingernail care and foot care (but not including the cutting of toe nails);
- Assisting the Service User with dressing and/or toileting - toileting may also include emptying and changing catheter and colostomy bags. To assist the Service User with managing continence, including changing continence pads and soiled bed linen as required. To assist with menstrual care where required;
- The safe disposal of waste;
- Reporting any changes in the Service User’s urinary and faecal continence;
- Obtaining prescriptions;
- Checking that items such as hearing aids, emergency alarms, TV controllers, telephones, walking aids and doorbells are working correctly and ensuring these items are accessible;
o To be aware of any nutritional or dietary requirements in line with specified guidelines, working with other professionals in the maintenance of diets;

o Preparing meals, light snacks and drinks as specified, and assisting the Service User to consume where necessary;

o Assisting and encouraging the Service User to eat and drink;

o Ensuring the Service User's home is safe, comfortable and at appropriate temperatures, as agreed with the Service User;

o Escorting a Service User to shops, hospital appointments or recreational activity;

o Providing respite to enable carers to take a break;

o To ensure the Service User is comfortable and the environmental temperature is safe;

o To ensure sufficient fluids are available and accessible and monitor fluid intake.

9. Medication

9.1 Service Users shall retain responsibility for taking their own medication unless specified otherwise in the Care Plan. The Provider shall ensure that Home Carers undertaking such duties are suitably trained.

9.2 The taking of medication may only be supervised:

a) With the signed agreement of the Service User or their representative (a copy to be placed in the File);

b) Where clearly requested on the Care Plan by a named assessor and agreed in the Service User plan.

9.3 The Provider shall have clear, written procedures that identify the parameters and circumstances for assisting with medication and health related duties. Home Carers undertaking such duties shall be suitably trained and such training documented for reference. The Provider shall ensure that Home Carers fully understand the limits to assistance and duties that may be undertaken without specialist training.

9.4 The Provider shall maintain written procedures detailing how prescriptions and dispensed medicines are obtained and how records of collections are kept; the administration of medicines, observation of the Service User taking the medicines and changes in medication are recorded.

9.5 The Provider shall monitor certain Service Users from time to time where concerns about their well-being have been reported to its staff, the Authorised Officer or any other professional involved in the care provision.
9.6 The Provider shall ensure its process for reporting concerns and responding to incidents and seeking guidance is in place prior to commencement of the Service.

9.7 The Provider shall ensure it keeps records of any assistance given with the taking of medication, including dosage and time of medication, in the File kept in the Service User’s home and in the personal file of the Service User held at the Provider’s office.

9.8 The Provider shall immediately inform the Authorised Officer of any instances or problems arising with Medicine Management of the individual Service User.

9.9 The Provider’s written procedure shall include details as to the disposal of unwanted or out of date medication and shall detail the return of unwanted medication to the pharmacy.

10. **Provision of Domestic Services**

10.1 For the purpose of this Contract the provision of Domestic services is defined as: “of or relating to, the household or family”

10.2 Assistance with cleaning shall cover a wide range of activities within the home environment some of which will need to be performed regularly in order to maintain basic hygiene whilst others shall be performed only occasionally. Service Users standards of cleanliness may vary and it is important that the Service User’s choice is respected and adhered to within the parameters of the Care Plan.

10.3 The availability of equipment may vary. If the Service User does not supply equipment, the Provider shall immediately inform the Authorised Officer of this situation.

10.4 Service Users are to be encouraged to undertake their own cleaning functions where possible in order to regain a level of independence.

10.5 The Provider shall ensure that Home Carers shall only clean rooms used by the Service User. Where multi-occupancy exists, Home Carers shall only clean to meet the needs of the Service User, carers and dependants.

10.6 The following list of assistance is neither exclusive nor exhaustive but is rather an indication of the types of Service the Provider shall be required to provide. The Provider shall ensure that Service Users are encouraged and assisted wherever possible to:

   o Clean the bath, basin and toilet. Where there are raised toilet seats or bath aids these shall also be cleaned. Commodes and glideabouts shall also be cleaned, including the undersides. Bathroom and toilet floors shall be washed taking care that they are not left wet, as this can be dangerous to the Service User;
Clean kitchen floors on a regular basis taking into consideration the above and paying particular attention to the cooker and fridge areas. Compliance will monitored by the Quality Assurance Team and others;

Clean in and around fridge area and making an assessment that the quantity and quality of food available to the Service User appears appropriate to include the checking of food “use-by” and “best-before” dates. In agreement with the Service User out of date food is to be disposed of. Where the Service User disagrees with disposal the Authorised Officer (Commissioning Officer) is to be informed;

Wash down work surfaces and sinks after use;

Empty rubbish bins and maintain at hygienic standard;

Vacuum floors where able, if no vacuum available then a broom shall be used;

Clean pet bowls, litter trays and cages;

Wash cutlery and crockery;

Clean equipment including walking frames and mattress elevators;

All cleaning equipment shall be put away after use in a place agreed by the Service User. Cloths and mops shall be rinsed and left to dry to avoid unpleasant smells;

Where the Service User has limited sight it is imperative that furniture and equipment is put back in its original place.

10.7 Home Carers shall assist Service Users where necessary with personal laundry. Home Carers shall normally be expected to only undertake laundry to meet the needs of the Service User, unless otherwise instructed. Where multi-occupancy exists, Home Carers shall only clean according to the stated Care Plan to meet the needs of the Service User, carers and dependants.

10.8 The following list of assistance is neither exhaustive nor exclusive but is rather an indication of the types of Service the Provider shall be required to provide: -

Preparing laundry forcontinence collection by the Authority’s laundry Provider and with sorting the returned clean laundry;

Washing by hand and hanging up to dry, or using a washing machine or a launderette as specified in the Support Care Plan;

Recording any monies spent and giving the Service User a receipt, where possible;

Ensuring the laundry where required is carried out in accordance with the Support Care Plan;

Ensuring that no washing is left in the Service User’s washing machine for more than 24 hours.
10.9 The Provider shall have written procedures for handling Service Users’ monies and property.

10.10 Where shopping forms part of the Service User’s Support Care Plan Home Carers shall assist with:
   o Shopping from local stores including escorting the Service User if this forms part of the Support Care Plan;
   o Ordering food.

10.11 The Provider shall ensure that Home Carers observe the following minimum standards:
   o Not use his or her own store/reward card when purchasing items for the Service User;
   o Not benefit from any special offers such as ‘buy one, get one free’ promotions as a result of purchasing items for the Service User – all such offers are to be passed on to the Service User;
   o Discuss and clarify with the Service User items requested in order to ensure that the correct items / sizes / amount are purchased;
   o Respect the cultural and religious requirements of the Service User by making all reasonable endeavours to purchase the foods requested, which may require purchasing from a specific outlet or local market;
   o Go through the shopping list with the Service User and all receipts, accounting for monies spent to the satisfaction of the Service User and ensure that the shopping is put away or as directed by the Service User;
   o Record monies received and spent for the Service User in order to carry out the shopping and provide the Service User with a receipt for goods purchased;
   o If the required item is unavailable the item shall only be substituted with a similar item by agreement with the Service User. Home Carers shall ensure the cost of the substitute item is similar to the cost of the unavailable item;
   o Ensure the Financial Transaction Sheet has been completed.

11. Additional Tasks

11.1 Personal Care may include a number of tasks, predominantly those associated with assisting the Service User with carrying out day to day activities such as making telephone calls, reading to, or writing on behalf of the Service User, walking and exercising pets and encouraging the Service User to maintain his or her network of friends and relatives.

11.2 The Provider shall sensitively and flexibly, within the terms of the Contract and the Provider's sphere of competence, respond to requests from Service Users
or their carers for tasks additional to those agreed in the Care Plan. The Provider shall carry out such tasks where time is available and when essential tasks specified by the Authorised Officer have been completed. The Provider shall inform the Authorised Officer where a request for additional tasks occurs on several occasions as this may indicate that a review of need is required.

11.3 In circumstances where agreement cannot be reached to the satisfaction of the Provider or Service User, the Provider shall notify the Authorised Officer as soon as possible in order that the situation can be resolved.

11.4 Where a Home Carer is of the opinion that the work being requested is not appropriate to the Care Plan or Service User’s well-being, or the Home Carer has other reservations, the Provider shall inform the Authorised Officer at the earliest opportunity.

11.5 Service Users on Individual Budgets and Direct Payments have the autonomy to use their allocated care hours flexibly to meet the outcomes linked on their Support Care Plan. The Provider shall respond accordingly and provide a Service flexible to Service Users’ needs.

11.6 Providers will be required to assist and encourage the service user, where possible, to regain, develop, or maintain their own skills in order to live independently.

11.7 Providers will be required to assist and support the service user regain, develop or maintain their social networks, hobbies and activities in the community. This may include providing a befriending service to stimulate sustainable social networks.

12. **Healthcare**

12.1 Providers will need to provide support to the healthcare of the service user under the direction of their General Practitioner, District Nurse, Community Matron or NHS Waltham Forest. This will not ordinarily include any care requiring medical or professional qualification, but will require appropriate training.

12.2 However, there will be specific need for professional healthcare workers as and when requested by the NHS Waltham Forest.

13. **Service Delivery**

13.1 The council has three contract areas split into North, Central and South as per the map attached as Appendix B3. The council is looking to appoint approximately ten providers to the list of framework providers of homecare services and envisages three providers in South and Central areas and four providers in the North. The council is looking for a mix of generic and providers
able to provide services to specialist groups such as users with Learning Disabilities and Mental Health.

13.2 The council has a number of packages to be placed within the North contract area and a breakdown of current provision is provided as Appendix B9. Please see also Schedule 3 – List of possible TUPE staff.

13.3 The council is unable to guarantee any given level of work. However, it will offer work to providers depending on a priority order taking into account their evaluated quality of service and what can be provided.

13.4 The contract will run concurrently with the existing block contracts for Central and South areas. The start date will be from 1st March 2010 until 19th April 2012, with the option to extend for two further years.

13.5 The Personalisation Programme is likely to have an impact on the level of services that the council will commission directly over the term of this contract.

13.6 The council expects that for packages the providers accepts, they will manage the package to ensure continuity for the service users, including increases and decreases in the level of services. Providers will need to manage any difficult packages. In the case of difficult packages, a multi-disciplinary case meeting will need to be convened.

14. **Management**

14.1 The Provider shall ensure that there is an effective system for Quality Assurance based on the outcomes for Service Users and which is consistent with Standard 27 of the National Minimum Standards.

14.2 The Provider shall at all times support its Home Carers by having a suitably qualified person on call and available to give advice in the event of emergency or other issue.

14.3 The Provider shall ensure that staff work to and comply with the locally agreed interagency policies and procedures for Safeguarding Adults and ensure they co-operate fully with any investigation following an allegation of abuse or misconduct.

14.4 The Provider shall ensure the nutritional and hydration needs of Service Users are understood and met.

14.5 The Provider shall employ a Manager with a minimum of two years experience in the provision and supervision of care services. The Manager shall have knowledge of the provision of complex Home Care services and shall have skills in staff performance management including recruitment and staff training. The Manager shall have skills or be supported by staff that have skills in the management of administration and financial matters.
14.6 The Manager shall be registered with the Care Quality Commission and shall have:

- an understanding of the physical, social, spiritual and psychological needs of the Service User groups to whom the Service is provided;
- skills in the assessment of Service User needs;
- a commitment to providing person-centred care, which promotes independence in accordance with the concept of equality and anti-discriminatory practice;
- an understanding of Individual Budget/Self Directed Care issues with a knowledge of what services are acceptable and which are not.

14.7 The Provider shall be compliant in ensuring there are satisfactory back-up arrangements to cover any absence by the Manager and will notify the Authority of any periods of leave in advance or at the time if the absence was unplanned.

14.8 The Provider shall ensure there is a system for monitoring workloads to ensure that the Service is carried out safely and effectively in accordance with the Authority's instructions.

14.9 The Provider shall ensure that a system of recording and investigating complaints is put in place and maintained throughout the Contract Period.

14.10 The Provider shall inform the Authorised Officer of any occurrence, report, complaint or comment that could affect the Contract.

14.11 The Manager shall establish and maintain a system of training, supervision, appraisal and feedback for the Provider's staff and managers.

14.12 The Provider shall develop and maintain appropriate recording, communications, administrative and financial systems to ensure the requirements of this Specification are met throughout the Contract Period.

14.13 The Provider shall utilise its own ICT systems to roster work to its Home Carers, record planned and actual visit times and dates electronically, monitor and deal with alerts and provide regular reports to the Authorised Officer.

14.14 The Provider shall have in place, throughout the Contract Period, procedures that clearly state the Provider's intended response to any act of discrimination and harassment.

14.15 The Provider shall have throughout the Contract Period protocols and systems for referral of its workers to regulatory bodies when there is evidence of misconduct that has harmed, or is likely to harm, Service Users.

14.16 In the event of an accident or incident involving either a Service User or Home Carer during Service provision, details shall be recorded in the Provider's incident records and the Authorised Officer shall be informed immediately.

14.17 The Provider shall maintain throughout the Contract Period written procedures to ensure safety and security of its Home Carers and Service User in the
Service User’s home. Procedures shall include protocols in relation to ingress and egress of homes, key holding and key boxes.

15. Care Management and Review Process

15.1 The Authority and accredited assessment partner agencies shall be responsible for the assessment of need for Community Care Services in accordance with legislative requirements and Fair Access to Care Services criteria.

15.2 The eligibility threshold has been set by the Authority’s Cabinet and any exceptions to the criteria shall be the responsibility of the Authority.

15.3 The Authority shall involve Service Users and their carers in the assessment process.

15.4 All Service Users in consultation with family members and other advocates will be given the option to:

- manage their own budget and purchase services directly (Direct Payments) in which case the Authority has no further input into care provision;
- self direct their own care services via Personal Budgets whilst retaining the Authority as the commissioning body;
- appoint the Authority to manage their budgets and care provision (traditional Authority commissioning).

15.5 This Specification applies to the latter two options although the Provider shall maintain good working practices in all cases in order to retain their registration.

15.6 The implementation of the ‘Single Assessment Process’ (SAP) shall continue throughout the Contract Period. The Authority will provide information of this process to the Provider.

15.7 The Authority will, in conjunction with the Provider, review each Service User’s needs throughout the Service delivery period.

15.8 Where requested by the Authority, the Provider shall, at the Provider’s own cost, attend meetings in order to assist the Authority in such reviews.

15.9 The Provider, due to the Service User’s changing needs, may ask the Authorised Officer to consider a review of the service provision at any time.

16. Commissioning Process

16.1 The Council will allocate care packages on a priority basis to Providers. Providers with the highest quality score will receive the initial referral. In order to facilitate continuity and reliability, the Provider will be expected to ensure that the service can be delivered as commissioned before accepting the package of care.
16.2 Upon a determination that the referral cannot be accepted (within 24 hours), the Brokerage Team will proceed to refer to the package to the second highest score provider.

16.3 The quality scores for each Provider will be evaluated on a quarterly basis by the commissioners of the service. A monitoring and performance framework will be applied to measure the quality score, the outcome of which will influence the order of referrals to Providers. Please refer to clause 36 of this specification.

16.4 The Provider shall only accept referrals from:
   a) the Authorised Officer (Brokerage Team or Team Manager for Mental Health and Learning Disabilities)
   b) the Duty Social Worker in emergency situations out of normal working hours.

16.5 The council has a protocol for the transfer of packages from the in-house services via the Brokerage Team to providers. Please see appendix B8.

16.6 Where the Provider has accepted a referral from another source it shall ensure the Brokerage Team is formally informed the next working day after the acceptance.

16.7 The Authority shall employ electronic means of data transfer when communicating referrals to the Provider.

16.8 The Authority will issue to the Provider a dedicated Care Plan for each Service User in accordance with legislation and the requirements of the Care Quality Commission.

16.9 The Provider is required to send copy of the Service User Plan to the council for inclusion on the council's database (ISiS)

16.10 The Provider shall commence the Services as instructed by the Authorised Officer.

17. **Referral for Provision of Emergency Service**

17.1 The Provider shall have endeavour to have adequate resources in order to provide a same-day Service where required by the Authority. The Authority will actively monitor the Provider's refusal to accept short notice cases.

17.2 During normal working hours the Authority shall telephone the Provider when an emergency referral is imminent and provide the Provider with verbal information in the first instance, enabling the Provider to action mobilisation.

17.3 The Authority shall email or transfer via other electronic means the Care Plan.

17.4 The Provider shall initially provide the Services at the time(s) indicated by the Authority and shall subsequently consult with the Service User to ascertain the most suitable ongoing Service User Plan.
17.5 The Authority shall forward any outstanding documentation to the Provider at the earliest opportunity, with the aim of doing so within one (1) working day.

18. Safeguarding Adults

18.1 The Authority requires any organisation with whom it has a contract to ensure that it has systems and procedures in place to safeguard adults, as defined by the Authority’s multi-agency procedures, from abuse, exploitation and neglect.

18.2 The Provider’s measures to safeguard Service Users shall include, but not be limited to:

1) Robust procedures including references,
2) Checks with CRB, registration with regulatory bodies, for example GSCC, ISA, a.
3) Checks of applicants’ employment status.
4) Safeguarding procedures compatible with the Authority’s multi-agency procedures, with a clear statement of rights and zero tolerance of abuse.
5) Clear and well publicised whistle blowing policy and procedure and Code of Conduct for staff.
6) Procedures that clearly state the response to any act of discrimination and harassment.
7) Protocol and systems for referral of staff/volunteers to regulatory bodies when there is evidence of misconduct that has harmed, or is likely to harm, Service Users.
8) Robust procedures and guidelines for the management of activities that can present risks of abuse, for example Service User finances, moving and handling, moving and handling, behaviour that challenges, pressure area care, personal and intimate care, physical interventions, sexuality and relationships, control and administration of medication, risk assessment and management, control and restraint.
9) Support Care Planning that is person centred and consistent with the principles of the Mental Capacity Act.
10) Safeguarding adults training that promotes awareness of abuse and how to respond and report concerns.
11) Training for staff that supports good practice in all areas described under policies and procedures.
12) Training for staff with responsibility to investigate complaints and safeguarding concerns.
13) Clear and accessible information describing the service standards, how to complain and how to report abuse.
14) Ensuring that leaflets about abuse are clearly displayed.
19. **Out of Hours Service**

19.1 The Provider shall operate an out of hours service for the support of its Home Carers and Service Users. The service shall have telephone and email capabilities as a minimum and shall be staffed by persons of sufficient knowledge and training to deal with enquiries and emergencies in a positive and professional manner.

19.2 The service shall also monitor out of hours alerts and take remedial action to resolve issues as they arise.

19.3 The out of hours contact details shall be clearly communicated to Service Users.

20. **Access to Service User’s Home**

20.1 The Provider’s Home Carer shall carry a photographic Identification Badge at all times and show this on arrival at a Service User’s home. Identification Badges shall not normally be worn on a chain around the neck.

20.2 The Provider and Home Carer shall allow the Service User the opportunity to validate the identity of the visitor with the Provider and/or Authority.

20.3 Home Carers shall access a Service User’s home in a courteous and polite manner, addressing the Service User by their preferred name.

20.4 Where a Service User is not able to grant personal access to their home keys will be kept in a key safe at the property. The council has a policy regarding the use of key safes attached as Appendix B6.

20.5 The Provider shall replace any lost, mislaid or damaged keys where a Key Safe is their responsibility and pay for any damage resulting upon having to gain access without the keys.

20.6 Where a Key Safe is used the Provider shall ensure that the access number cannot be traced other than by relevant employees and the Authorised Officer.

20.7 The Provider shall ensure that when a Home Carer ceases to be employed any Key Safe numbers known to him/her are changed immediately and the Council is notified.

20.8 The Provider or Home Carer shall not access the Service User’s home if the Service User is not present without the prior agreement of the Authorised Officer, who may elect to accompany the visitor. Where the Authorised Officer grants permission, the Provider or Home Carer shall be accompanied by a person nominated by the Service User or their representative as instructed by the Authorised Officer.
21. Missed Visits (Failed Access to Service User’s Home)

21.1 In the event that a Home Carer cannot gain access to a Service User’s home the Provider shall ensure that the Home Carer, as a minimum, undertakes the following:

- Knock loudly and shout through letter box;
- Where appropriate check with neighbours;
- Use any access i.e. keys, Key Safe.

21.2 If the Home Carer can quickly confirm that the Service User had planned to be away but had overlooked informing the Provider the Home Carer shall record that fact and continue on to the next booking. If no satisfactory confirmation can be gained the Home Carer shall:

- Contact the Provider’s Office within fifteen (15) minutes;
- Abide by instruction from the Provider.

21.3 On being contacted by a Home Carer the Provider shall:

- Where appropriate try to contact the Service User via the telephone;
- Contact the representative or next of kin for information;
- Contact the Police in order for them to gain access to the property;
- Inform the Authorised Officer and await instruction;
- Comply with any instructions issued by the Authorised Officer.
- Cover any other planned visits on the Home Carer’s schedule and inform waiting Service Users of any expected delays to their Services.

21.4 Missed Visits shall be recorded and reported by the Provider by regular reports and at regular face-to-face monitoring meetings or at other times specified by the Authorised Officer. The Council requires providers to undertake enhanced monitoring of missed visits and the Enhanced Monitoring Protocol is included as appendix B7.

22.5 The council will pay for up to the first 24 hours of missed visits where the service user has been admitted to hospital. The visits will need to be logged on CM2000 as an exception.

22.6 The Authorised Officer will not normally pay for repeat missed visits to a Service User when the cause of absence is known and the visit is avoidable. The Provider shall reschedule its Home Carers work patterns accordingly.

23. Refusal of Service by Service User

23.1 If a Service User refuses planned services the Home Carer shall:

1) Sensitively ask reasons for refusal if appropriate to do so;
2) Document the refusal in the File;
3) Report to the refusal to the Providers office;

23.2 The Home Carer shall attend subsequent scheduled appointments until instructed otherwise.

23.3 On receipt of information from the Home Carer the Provider shall: -
1) Ensure proof of the Home Carers attendance has been obtained, where use of the Service User's telephone or alternative attendance recording device has been refused;
2) Obtain written account of events from the Home Carer and forward to the Authority within two (2) working days;
3) Follow Authorised Officers instructions regarding return visits;
4) Log each visit as a ‘Frustrated Visit’ claiming payment for each occurrence at fifteen (15) minutes and;
5) Request a review of the Services if appropriate;
6) Return the visit times with a suitable visit code.

23.4 The Authority will:
   o Investigate all refusals as appropriate;
   o Prepare reports and forward to the Authorised Officer;
   o Organise a review of services if appropriate.

24. **Suspension/Cessation of Service**

24.1 The Authorised Officer shall be informed as soon as a Service is suspended or terminated for whatever reason.

24.2 The Service of an individual Service User may be terminated:
1) At the end of a fixed period of Service;
2) As a result of a decision by the Service User, - but not before the Authorised Officer has been advised and a service review held if appropriate;
3) On the death of the Service User;
4) As the result of a multi-disciplinary review following an assessment of the potential risks involved in continuing the Service.

24.3 The Service of an individual Service User may be temporarily suspended due to the Service User taking a holiday, being in short-term care or similar.

24.4 The Service of an individual Service User may be suspended for a maximum of 6 (six) weeks due to the Service User being in hospital at which time the case is to be closed and the appropriate procedure followed.
24.5 Other instances of suspension/cessation of Service may apply and will be considered on an individual basis by the Authorised Officer.

25. **Failure to Provide Service**

25.1 The Provider shall inform the Authorised Officer when a planned visit is missed and will explain the reason and action taken to prevent a recurrence. The council has a protocol for enhanced monitoring which providers are expected to comply with. See appendix B7.

25.2 The Authorised Officer shall consider the implications of such failure and raise the issue at the next Contract monitoring meeting (Schedule of dates to be defined).

25.3 Repeat occurrences or patterns of failure identified by the Authorised Officer shall be regarded as a serious breach of Contract and shall be subject to the Default provisions detailed in elsewhere in this Specification.

26. **Electronic Monitoring System**

26.1 The Council is committed to the use of CallConfirm by CM2000 Ltd for the duration of the contract. A protocol for the usage and costs of this system are included at Appendix B2.

26.2 The use of CallConfirm will be mandatory on all providers, save where they can demonstrate to the satisfaction of the Council that the information required by the Council can be interfaced with CallConfirm.

28. **Staff Providing Care**

28.1 The Providers will be responsible for the careful selection and the appropriate support of staff to work with the Services Users covered by this specification. Support will include arrangements for consultation and supervision from managerial staff.

28.2 By reason of the Rehabilitation of Offenders Act 1974 (Exemptions) (Amendment) order 1986 the Provider shall require any person proposed to the employed and in contact with any Service User to complete a statement concerning their previous cautions or convictions for offences of any description.

28.3 In the event of failure to comply with this procedure, the Department reserves the right to require the employee to be withdrawn and an acceptable person to be substituted. The Department reserves the right to require the removal of any individual used by the Provider who, in the opinion of the Department;

1) Is not performing work in strict compliance with the Contract, or;
2) Is or is deemed to be guilty of misconduct or negligence, or;
3) Is acting in a manner which is detrimental to the Department’s interests, or;
4) Is not medically fit to perform the Services or provides a risk to the health of those with whom that person may come into contact during the provision of the Service, or;
5) Indulges in inappropriate dress or language, or;
6) Does not treat the Service user and his / her home with due respect and courtesy

28.4 The Provider shall ensure that two satisfactory written references are obtained in respect of all prospective employees engaged solely or in part in the provision of the Service, one which shall be from the person’s previous employer. The Provider shall explicitly request referees to provide information known to the latter in relation to any criminal convictions that may apply to the prospective employee.

28.5 The Provider shall ensure they have sufficient reserves of trained and competent staff within each skill level to provide the Services to the level and standard required by the Specification, however so amended, including sufficient reserves to provide cover for holidays, sickness and any other absence.

28.6 The provider will ensure that all staff have the necessary training, competencies, personal qualities and caring attitudes to enable them to relate well to Service Users.

28.7 The Provider will ensure provision of an induction process and a basic training programme for staff appropriate to the needs of the Service User group, within an agreed period of taking up appointment. This will include instruction to enable people to work where there could be a risk of infection from HIV or Hepatitis B. The Provider will inform staff of further training opportunities that may be made available, stating the service’s policy regarding such schemes as National Vocational Qualifications or short courses.

28.8 The Provider will be required to demonstrate how, and when, their staff obtained competence to perform their duties. This will include evidence of training and assessment.

28. **Staff Development and Training**

28.1 The Provider shall have in place a staff development and training programme, which meets the requirements of the Care Quality Commission National Care Standards for Domiciliary Care or equivalent and subsequent amendments/replacements.

28.2 The Provider shall suitably train its staff with responsibility for investigating complaints and safeguarding concerns.
28.3 The Provider shall have access to training offered by the Waltham Forest “Partners” training collaborative.

28.4 The Provider’s managers and staff shall have adequate knowledge and skills that are supported by induction and ongoing training. The following list is neither exhaustive nor exclusive.

1) Skills for Care Induction Programme (formerly TOPPS):
2) Understanding the needs of Service Users:
3) Adopting good practice in maintaining dignity, privacy and treating people with respect.
4) Awareness of the multicultural diversity of the Service group and its implications for the delivery of care;
5) Confidentiality;
6) Health & Safety;
7) Assisted Movement, including the use of hoists and other specialist equipment;
8) Management of and assistance with the administration of medication and medication records;
9) Dealing with incidents such as violence, sexual and racial harassment and challenging behaviour;
10) Use of protective clothing;
11) Hazards in the home and reporting concerns or faulty equipment including COSHH;
12) Personal Care, including continence management;
13) Electricity at Work Regulations;
14) Action to take in emergency situations, such as finding the Service User on the floor, finding the utilities disconnected, failure to gain entry to Service User’s home, or the Service User refusing to accept the service;
15) Handling Service User’s money and benefits, including receiving gifts and will-making;
16) Security, including the use and care of identity cards, passwords and key holding;
17) Personal safety when working in Service Users’ own homes;
18) The process of ageing;
19) Depression in older people;
20) Dementia;
21) Bereavement and loss;
22) Service User choice, rights and risks;
23) Promotion of Service User Independence;
24) Food hygiene;
25) Management of complaints;
26) Infection control, including dealing with bodily fluids;
27) Transmittable diseases: notification, confidentiality, protection;
28) Recognising and responding to suspicions of abuse, including Safeguarding adults training that promotes awareness of abuse and how to respond and report concerns;
29) Specific record keeping;
30) Dealing with complaints;
31) Data Protection Act.

28.5 Home Carers shall:
   a) Encourage the use of local services;
   b) Have been trained to apply Equality Standards in their work;
   c) Experienced and accountable for meeting high standards.

28.6 Supervisory staff shall have particular training and knowledge of:
   a) Motivational skills;
   b) Risk assessments and risk management;
   c) Exercise;
   d) Promoting independence.

28.7 Home Carers shall be trained in Safeguarding Procedures including knowing how to recognise signs of abuse and risk;

28.8 All Provider training shall support good practice in all areas covered by this Specification.

28.9 The training needs of staff members, including Home Carers, shall be identified and recorded. These shall be reviewed at regular appraisals and, as a minimum the Provider shall ensure that Home Carers acquire the knowledge and skills commensurate with National Vocational Qualifications (NVQ) Level 2 in Social Care.

28.10 Appropriate training programmes shall be in place for meeting the training needs of all staff including those engaged on a casual basis. The training programme shall be available and accessible to all staff and provided in a variety of forms.

28.11 The training programme shall be updated at least annually to include new legislation and developments in care practice.

28.12 The Provider shall keep a record of all training provided and staff shall sign to confirm that they have received the training. There shall be an individual training profile of each member of staff to ensure that specified standards are met and problems arising from their day-to-day work are resolved.

28.13 The Provider shall be a member of the Redbridge Learning Collaborative and must fully participate in its meetings and activities.
29. Complaints

29.1 The Provider shall have in place a complaints policy and procedure, which sets out clear instructions for dealing with complaints, and which reflects the Authority's Adult Social Care Complaints Procedure.

29.2 Where the complaint has been received by the Authority, the Authority’s complaints procedure will be instigated where necessary.

29.3 Any person who qualifies under the relevant complaints legislation to make a complaint, shall not be denied the right to make a complaint through either procedure.

29.4 The Provider shall maintain a written record of all complaints received, including numbers and types received and their outcomes, in a format agreed with the Authority. The monitoring of complaints will be discussed at Monitoring Meetings. The record of complaints received must be available to the Authorised Officer on request. The record will be used by the Authority when monitoring service quality and Contract compliance in tandem with other sources of feedback.

29.5 Where complaints are received by the Authority, and the Authority requires information from the Provider in order to address the complaint, the Provider shall respond with all information required within a maximum of five (5) working days of the request.

29.6 The Authorised Officer shall be made aware of any serious complaint immediately.

30. Equality and Diversity

30.1 The Provider shall ensure its staff are trained and supported in all practices relating to equality and diversity unless temporary exclusion is specifically granted by the Authority to allow time for compliance.

30.2 All communications with Service Users shall be in an appropriate format that enables both the Service User and their carer to understand and respond accordingly.

30.3 The Provider shall comply with statutory requirements in relation to equality of opportunity.

30.4 The Provider’s selection procedure for staff shall be based on merit and not attributes assumed from factors such as marital status, dependants, partners’ employment, age, gender, religion, race, colour, ethnicity, disability, sensory impairment or sexual identity.

30.5 The Provider shall have throughout the Contract Period a written policy on dealing with sexual or racial harassment from Service Users, together with information to Service Users on the circumstances in which a Service may be withdrawn.
30.6 The Provider shall have throughout the Contract Period a policy on cross
gender and cross-cultural care.

30.7 The Provider shall ensure that the matching of Home Carers to Service Users is
responsive to cultural, ethnic, linguistic or religious needs.

30.8 The Provider shall have information systems in place to enable the allocation of
appropriate staff to meet an individual Service User’s needs, e.g. in relation to
culture, ethnicity, religion or gender. This shall include situations that require
emergency cover for existing Service Users due to unplanned staff unavailability.

30.9 The Provider shall have staff induction and training programmes in place that
promote anti-discriminatory practice.

30.10 The Service shall be planned and delivered in the context of the requirements of
providing service for people with disabilities.

30.11 The Provider shall ensure that all instances and/or allegations of discrimination
are acknowledged by the management and addressed in a consistent manner
and in accordance with the Provider’s equal opportunities policy.

30.12 To ensure equal opportunities for all, the Provider shall consult, involve and
encourage the participation of local communities and stakeholders in
arrangements for Service provision.

30.13 The Provider shall survey Service Users and their carers on an annual basis.
The intention of such surveys shall be to gauge the effectiveness of the Service
provided and whether it meets the needs of the Service Users. It shall also
seek to gain an insight into Service Users’ requirements for future Service
provision.

30.14 The annual survey shall cover the twelve (12) month period January to
December each year.

30.15 Surveys shall be sent out by the Provider and returns requested during the
period January to March of the following year.

30.16 The surveys’ findings shall be submitted as an annual report to the Authorised
Officer no later than 30th June the same year. The report shall identify
shortcomings and incorporate an action plan detailing the action the Provider
proposes to remedy each situation.

30.17 The Authorised Officer shall work with the Provider and other providers to
determine an agreed format of the annual report.

31. Quality Assurance

31.1 The Provider shall endeavour to use a recognised Quality assurance system
such as:
  o EFQM Excellence Model
31.2 However, should a recognised Quality Assurance system not be implemented there must, as a minimum be records that demonstrate the following:

i) written statements of philosophy, objectives, standards and action plans;

ii) arrangements for the appropriate supervision, inspection and assessment of the service;

iii) involvement of Services Users, Carers, Care Staff and other appropriate stakeholders in setting standards, objectives and plans and in reviewing the service;

iv) regular self monitoring of the service based Service Users' and Carer experiences and views;

v) implementation and monitoring of equal opportunities including, but not limited to, religion, language and diet, age, sexual orientation as well as ethnic origin.

31.3 The Provider is encouraged to seek regular independent evaluation of its Domiciliary service.

32. Retention and Destruction of Documentation

32.1 The Provider shall be responsible for the retention of documents relating to its Service Users. This includes documentation held in the Provider’s office and in the Service User’s home.

32.2 The Provider shall retain all Service User records for seven (7) years from the date of the last file entry (usually at closure). Records shall be made available to the Authority on request.

33. Parking Charges

33.1 In accordance with the Council’s current parking policy and charges, Care workers will be entitled to apply for a concessionary “Essential Users” parking permit. The details for this can be found at the Council’s web-site through the following link; http://www.walthamforest.gov.uk/index/transport/parking-roads/parking-home/zones/parking-permits.htm

33.2 However, any use of vehicles in the Borough should be planned and complement the objective to reduce CO₂ emissions and the overall carbon footprint of the service.
34. **Business Contingency - Extreme Weather or other Exceptional Circumstances**

34.1 During severe weather conditions it is possible that some Service Users may be deemed to be at abnormal risk by, for example, prolonged periods of extremely low or high temperatures.

34.2 If this is the case we may ask for special measures to be introduced to ensure the welfare of such vulnerable Service Users. Temporary amendments to service provision may be required.

34.3 We expect all service providers to have a business contingency plan (to be included with the tender) which will demonstrate how they would continue to provide, prioritise and plan services in the case of events that have a major impact on access or staff availability. These will include major disaster, severe snow/weather, unprecedented levels of staff absence/sickness, etc.

34.4 Providers may be asked to take part in Council emergency planning and provision of services in the event or an emergency in the borough.

35. **Performance Standards**

35.1 Following on from a Focus Group of Service Users held in May 2008 a number of their suggestions have been incorporated in the following Service Standards. These Service Standards shall be the minimum service standard to be met by Providers and against which their performance will be measured.

35.2 The following key performance indicators and targets will apply although the Council reserves the right to changes these as necessary after negotiation with providers:

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Target</th>
<th>Method of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The time taken to commence a non emergency services following a referral from the Brokerage Team</td>
<td>100% of referrals from the Brokerage Team will result in a domiciliary care service commencing within 10 working days.</td>
</tr>
<tr>
<td>2</td>
<td>The time taken to commence an emergency services following referral from the Brokerage Team.</td>
<td>50% of referrals from the Brokerage or Emergency Duty Teams will result in service commencing within 12 hours. 100% of referrals from the Brokerage or Emergency Duty Team</td>
</tr>
<tr>
<td>Performance Indicator</td>
<td>Target</td>
<td>Method of Measurement</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------</td>
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</tr>
<tr>
<td></td>
<td>will result in a service commencing within 24 hours</td>
<td></td>
</tr>
<tr>
<td>3 The formulation of the User Service Plan, Risk Assessment, Service User Records and associated documentation</td>
<td>80% to be completed within 2 working days 100% to be completed within 4 working days.</td>
<td>Brokerage Team data; monitoring visits; Framework uplifts of assessments from the Provider.</td>
</tr>
<tr>
<td>4 Services User are advised in advance of any change to the service (i.e. time, care staff)</td>
<td>80% compliance for unscheduled changes 100% for schedules changes.</td>
<td>CM2000 monitoring data; service user and career feedback; monitoring visits; CQC inspection reports</td>
</tr>
<tr>
<td>5 Services user and carer satisfaction with the service delivered.</td>
<td>75% service users and carer satisfaction (as excellent/good) with the services delivered (continuity, reliability, flexibility, staff, administrative function of branch office)</td>
<td>Stakeholder feedback; monitoring visits; complaints/compliments; CQC inspection reports</td>
</tr>
<tr>
<td>6 Service user and carer satisfaction that the service delivered had enabled them to maintain independence at home</td>
<td>75% service user and carer satisfaction using care management feedback.</td>
<td>Care management reviews; stakeholder feedback; compliments/complaints.</td>
</tr>
<tr>
<td>7 Effectively dealing with service user and carer complaints</td>
<td>100% compliance with the organisations complaints procedures.</td>
<td>Complaints; brokerage team data; monitoring visits.</td>
</tr>
<tr>
<td>8 Induction training for new staff (policies &amp; procedures, responsibilities, familiarisation with documentation and telephone monitoring</td>
<td>100% compliance during the induction period which shall be fully recorded in the staff file.</td>
<td>Stakeholder feedback; monitoring visits; CQC inspection reports.</td>
</tr>
<tr>
<td>Performance Indicator</td>
<td>Target</td>
<td>Method of Measurement</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>9 Ongoing training for Staff (inclusive of specialist training)</td>
<td>100% to the National Minimum Standards.</td>
<td>Stakeholder feedback; monitoring visits; CQC inspection reports.</td>
</tr>
<tr>
<td>10 Implementation and maintenance of Real time Telephone Monitoring System (CallConfirm by CM2000)</td>
<td>Installation of system between 25 Jan and 28 Feb 2010. 100% compliance with ongoing maintenance.</td>
<td>CM2000 data.</td>
</tr>
<tr>
<td>11 Provider’s scheduling system to interface and upload the planned visits to council’s CallConfirm system prior to actual visits – at least one week in advance.</td>
<td>100% compliance</td>
<td>CM2000 data.</td>
</tr>
<tr>
<td>12 Staff to record actual visits at the service’s user’s home</td>
<td>100% compliance required as failure to do so will result in no payment being made to the providers in accordance with the procedures</td>
<td>Brokerage Team data.</td>
</tr>
<tr>
<td>13 Providers to provide reasons for missed visits at 4pm daily.</td>
<td>100% compliance with Enhanced Monitoring Protocol (App B7)</td>
<td>Brokerage Team data.</td>
</tr>
</tbody>
</table>

35.3 The council has the following specific key performance measure that CallConfirm will be used to provide evidence:

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Visits made within 15 minutes of specified time</td>
<td>85%</td>
</tr>
<tr>
<td>2 Visits made within 30 minutes of specified time</td>
<td>98%</td>
</tr>
<tr>
<td>3 Visits made within 45 minutes of specified time</td>
<td>100%</td>
</tr>
<tr>
<td>4 Visits logged using CallConfirm (CM2000)</td>
<td>100%</td>
</tr>
<tr>
<td>5 Visits logged in Service User’s Home</td>
<td>90%</td>
</tr>
</tbody>
</table>
35.4 Failure to meet the above performance may result in an Improvement Notice being issued. Two Improvement Notices will constitute a Default Notice being issued which will mean the provider is in breach of contract and may subsequently be terminated.

35.5 In addition to the performance indicators given in 35.2 and 35.3, the Provider shall provide quarterly performance and monitoring information in respect of the following:

- Staff information including new recruits and leavers
- Staff training return
- Complaints return and outcomes
- Monitoring, including number of spot checks
- Any other miscellaneous documentation as requested from time to time.

36 Monitoring

36.1 The Council will in partnership with Providers to develop a balanced scorecard and monitoring framework.

36.2 Quarterly monitoring will influence the priority of referrals to providers. A framework is to be agreed for this. The key areas will be:

a) Providing a flexible and responsive service,
b) Maintaining reliability and continuity,
c) Ability to accept and maintain complex packages of care,
d) Maintaining a minimum of 2 Stars registration with CQC.

36.3 The council shall at all reasonable times be permitted access to the Provider’s premises for the purposes of Monitoring or reviewing the service.

37 Payment

37.1 The council will pay providers on a weekly basis once the CallConfirm week and queries have been resolved (see CallConfirm Protocol Appendix B2). Providers will be required to send a weekly invoice to the Council’s invoice process centre (PO Box 7391, Corby, NN17 5JG) quoting the purchase order number.

37.2 The council will only pay providers for visits recorded on CallConfirm by CM2000. For cases where it is agreed that CallConfirm is unable to be used, the provider will be required to provide timesheets.

37.3 The council pays for actual service delivered with the addition of four minutes to allow for the recording of the visit.
38. **Operational Base**

38.1 The council requires providers to have a local base to operate from, ideally located within Waltham Forest or close to the borough boundaries. Providers will be required to evidence how they will supervise and monitor staff working within Waltham Forest.

39 **Transfer of Undertakings (Protection of Employment) Regulations 2006**

39.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006, TUPE, give effect to the EC Acquired Rights Directive 1977. The purpose of the Regulations is to safeguard the rights of employees in the event of the undertaking in which they are employed being transferred to another person or organisation. Where the regulations do apply to a transfer, the transferor’s rights and duties in relation to the employees pass to the transferee who thereupon becomes the new employer. In broad terms this means that the transferee has to provide employees with the terms and conditions, which they enjoyed while employed by the transferor.

39.2 Tenderers should take their own specific legal advice to ascertain whether the Regulations would apply to their tender if accepted.

39.3 TUPE may or may not apply to the packages the council needs to place within the North Contract area. Schedule B3 is attached giving details of potential TUPE transferors.