

**Contract to be entered into with all Providers who are appointed to the Approved List of Providers**

**Contract Agreement**

**for the**

**Provision of Domiciliary Care Services**

This contract agreement will cover the period 1st December 2016 to 31st May 2019

with an option of two 12 month extension periods

**People’s Services**Contents

1. Articles of Agreement
2. Schedule A – Terms and Conditions
3. Schedule B – Service Specification – General Domiciliary Care
4. Schedule C – Rates and allocation of new care packages.

St. Helens Borough Council

Peoples’ Services Department

**Contract Agreement for the Provision of Domiciliary Care Services**

This **AGREEMENT** is made on the …………………...

Between **St. Helens Borough Council**, Town Hall, St. Helens, (hereinafter referred to as

**THE COUNCIL**) of the one part

AND ………………………………(hereafter referred to as **THE PROVIDER**) of the other part

WHEREAS:

1. In pursuance of the provision of the Care Act 2014, the Council wishes to have provided the Service set out in this Agreement.

2. The Provider is willing to provide the Service in accordance with the terms and conditions hereinafter contained, at all times.

3. the contract will commence on 1st December 2016 and be for an initial period to 31st May 2019 with an option to extend for a further 1 + 1 years subject to satisfactory performance, the agreement of the Council and in accordance with Clause 19.0, Schedule A, Conditions of Contract or otherwise as permitted by law.

4. Is the sole contract between the Council and the Provider for the Service described in the Service Specification except where there is written agreement to the contrary in accordance with Clause 2.0 Schedule A, Conditions of Contract.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

1 This Agreement, embodies the complete agreement between the Council and

the Provider and supersedes all other written understandings and contracts with respect to the matters referred to.

2. This Agreement is for services specified at the rates identified in Schedule C.

3. The rates stated shall remain fixed until 31st March 2018 and thereafter considered annually in accordance with Clause 13.0, Schedule A, Conditions of Contract.

4. Payments will be made on a four weekly cycle upon submission of an invoice, and subject to the Council’s normal terms and conditions as identified in Clause 12.0, Schedule A, Conditions of Contract.

5 Reference to the singular will include the plural.

The following documents shall be deemed to form and be construed as part of this Agreement:-

* Articles of Agreement
* Schedule A – Terms and Conditions
* Schedule B – Service Specification – Domiciliary Care
* Schedule C – Rates and allocation of new care packages.

|  |  |  |
| --- | --- | --- |
| **BETWEEN**  The Council | St Helens Council  People’s Services Department  The Gamble Building  Victoria Square  St Helens  Merseyside  WA10 1DY | |
| **AND**  The Provider |  | |
| **Signature on behalf of St Helens Council** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date \_\_\_\_\_\_\_\_** |
| **Print Name & Position** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **In the Presence of** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date**  **\_\_\_\_\_\_\_\_** |
|  | | |
| **Signature on behalf of The Provider** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date**  **\_\_\_\_\_\_\_\_** |
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| **In the Presence of** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date**  **\_\_\_\_\_\_\_\_** |

**SCHEDULE A**

**TERMS AND CONDITIONS**

CONDITIONS OF CONTRACT

1.0 Form of Contract

1.1 The prices stated by the Provider (in its tender) and agreed by the Council, shall (except insofar as is otherwise provided in the Contract) cover all the Provider's obligations under the Contract.

1.2 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Provider become aware of any ambiguities or discrepancies in or between the Contract Documents, the Provider shall immediately inform the Council's Representative giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Council's Representative shall be resolved by the Council's Representative who shall issue to the Provider any appropriate instructions. If any such instruction changes the basis upon which the Provider tendered so as to render any price or rate inappropriate, the said instruction shall be treated as a modification and valued accordingly.

1.3 In the event of any inconsistency between the Conditions and any provision in any of the other Contract Documents, the Conditions shall prevail.

2.0 Variation of Conditions

2.1 Following the formation of a binding agreement no deletion from, addition to, or variation of the Council's specification shall be valid or of any effect unless agreed in writing and signed by the parties.

3.0 The Parties’ Representative

3.1 The Council's Representative shall be Mike Wyatt, Strategic Director, People’s Services, 2nd Floor, The Gamble Building, Victoria Square, St. Helens, Merseyside, WA10 1DY (Tel. No. 01744 456309) or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.

3.2 The Council's Representative shall have powers to issue instructions to the Provider on any matter relating to the provision of the service and the Provider shall comply therewith. If any instruction is a modification within Condition 6.0 it shall be valued accordingly.

* 1. The Provider’s Representative shall be …………………………………… or such other person nominated in writing by the Provider from time to time to act in the name of the Provider for the purposes of the Contract.

4.0 Parties’ Obligations

4.1 The Provider’s Obligations are

4.1.1 Throughout the whole of the Contract period the Provider shall provide the service described in the specification with reasonable skill, care and diligence and to the contract standard set out.

4.1.2 The Provider shall inform the Council's Representative promptly of and confirm in writing if the Provider is unable or fails to provide the Service or any part thereof or of any circumstances which may prevent or hinder the Provider from complying with the Contract. The provision of information under the condition shall not release or excuse the Provider from any of its obligations under the Contract.

4.1.3 Throughout the performance of the Service the Provider shall recognise that the Council is a publicly accountable body and subject to statutory regulation and scrutiny by Central Government and external agencies including the Commission for Local Administration in England (Local Government Ombudsman) and the District Auditor (and/or the Council's external auditors). The Provider shall at its own expense assist the Council in providing any information or assistance required in respect of any complaint, claim, representation or reference to the Commission for Local Administration in England received in connection with the Service. The Provider shall indemnify the Council against the outcome of any finding of maladministration where such a finding results from the acts or omissions of the Provider or its employees, agents or sub-contractors.

4.1.4 The Provider shall at all times during the provision of the service allow the Council's Representative, authorised elected member or any authorised officer of the Council access to:

(i) all work places for the purpose of inspecting work by the Provider's personnel pursuant to the provision of the service.

(ii) all work places for the purpose of inspecting documents and records in the possession, custody and control of the Provider in connection with the provision of the service.

(iii) any personnel or agent of the Provider for the purpose of interviewing such a person in connection with the provision of the service.

* + 1. The Provider shall as may be necessary or desirable, co-operate, liaise with and co-ordinate its activities with those of the Council itself, any other contractor or any other contractor or sub-contractor employed directly or indirectly by the Council and shall provide the Service in harmony with and at no detriment to any other service provided by or on behalf of or to the Council. If the Provider or its personnel default in complying or fail to comply with this condition then any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers as a result of the default or failure may be deducted from any sums due or to become due to the Provider under this Contract or any other contract or shall be recoverable from the Provider by the Council as a debt.

4.1.6 The Provider shall ensure that all goods and materials used or supplied, and all the workmanship shall be at least of the standard required by the appropriate British standard specification or code of practice.

4.2 The Council’s Obligations are

4.2.1 The Council shall as soon as reasonably practicable, provide the Provider with such of the following as the Provider may reasonably require to enable or facilitate the proper performance by the Provider of its obligations under the Contract

1. such relevant information, records and documents as are in its possession.

4.2.2 For the avoidance of doubt, the Provider shall not assign, transfer or attempt to assign to transfer its right to use such information unless agreed in writing between the parties

5.0 The Provider's Personnel

5.1 The Provider shall employ sufficient persons of competent abilities, skills and qualifications to ensure that the Service is provided at all times and in all aspects in accordance with the Contract.

5.2 The Provider shall ensure they have adequate staff cover at peak times e.g. School Holidays and Bank Holidays.

5.3 The Provider's personnel shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Provider shall ensure that such persons are properly and sufficiently instructed and supervised. Without prejudice to any other Condition contained within this Contract, the Provider shall provide to the Council Representative on demand, evidence of the qualification of any employees employed under this Contract.

* 1. The Provider will ensure that there is a Registered Branch Manager assigned to managing and running the day to day operations of this Contract.
  2. The Provider will ensure that the service is managed from a locality base either within the Borough of St. Helens, from a base in a local authority that shares a geographic border with St Helens.

5.6 The Council's Representative shall, upon giving notice in writing, have the power to require the Provider, but not unreasonably or vexatiously to remove from the provision of the Service any personnel of the Provider specified in such notice. The Provider shall forthwith remove such personnel from the provision of the Service and shall immediately provide a replacement unless the Council determines otherwise.

5.7 The Council shall in no circumstances be liable either to the Provider or to such personnel in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Provider shall fully indemnify the Council in respect of any claim made by such personnel.

5.8 If the circumstances under which the Service is provided are such that personnel of the Provider are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975, then the Provider shall ensure that all personnel engaged in the provision of the Service shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act. The Provider shall disclose to the Council's Representative the names and addresses and sufficient information and as appropriate all convictions of its personnel engaged in and about the provision of the Service to enable proper checks to be made. The Council may require such personnel to be removed from the provision of the Service.

* 1. The Provider may be the subject of an investigation by the Local Government Ombudsman and/or District Auditor if a complaint alleging maladministration causing injustice is made by or on behalf of the Council.

5.10 The Provider at its own expense will co-operate fully in any investigation carried out by the Local Government Ombudsman, Local Authority, and/or District Auditor including but not confined to making relevant documentation available for inspection and making employees or agents available for interview.

6.0 Modifications

6.1 The Council's Representative shall have the power to issue to the Provider instructions in writing:-

(i) requiring the Provider to provide services additional to the Service, provided that such additional services shall be similar to the Service;

(ii) requiring the Provider to vary the scope of the Service or any part thereof.

(iii) requiring the Provider to omit or postpone any part of the Service.

6.2 Any additional services or variations or omissions or postponements required by the Council’s representative will be in consultation with the Council’s Care Management Team and the Provider

6.3 The valuation of modifications made pursuant to 6.1 shall be ascertained by the Council's Representative in accordance with the following provisions:-

(i) wherever it is appropriate and reasonable to do so the valuation shall be ascertained in accordance with the principles used and the rates and prices contained in the Pricing Document;

(ii) in the event of the valuation failing to be carried out under Condition 6.3 (i) the ascertainment of the valuation shall be on a fair and reasonable basis.

(iii) where the modification relates to an omission or postponement under Condition 6.1(iii) the valuation shall not include, and the Council shall not be liable to the Provider in respect of any loss or reduced contribution to overhead or profit whether in respect of this Contract or any lost opportunity to earn overhead contribution or profit elsewhere.

7.0 Confidentiality

7.1 The Provider shall not without the written consent of the Council's Representative, during the Contract Period or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Provider by the Council pursuant to the Contract or prepared by the Provider pursuant to the Contract, all of which information shall be deemed to be confidential. The Council does accept that the Provider may disclose information to it’s accountants and other advisors that it may retain from time to time

7.2 Neither the Provider nor its personnel shall divulge or dispose or part with possession, custody or control of any confidential material or information provided to the Provider by the Council pursuant to the Contract, or prepared or obtained by the Provider pursuant to the Contract, other than in accordance with the express written instructions of the Council's Representative.

7.3 The Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs charges and expenses whatsoever in respect of any breach by the Provider of this Condition 7.0

8.0 Health and Safety

8.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, Manual Handling Operations Regulations 1992 and of other Acts, Regulations, Orders or rules of law pertaining to health and safety as currently in force. The Provider shall supply, at the time of tender submission, a copy of its Health and Safety policy, written safe working procedures and a copy of its risk assessment as required by the Management of Health and Safety at Work Regulations 1999.

8.2 The Provider shall ensure that the premises it utilises for the purposes of the Contract meet the requirements of the Health and Safety at Work Act 1974 and the Workplace (Health, Safety and Welfare) Regulations 1992.

8.3 The Provider shall nominate a person to be responsible for health and safety matters arising from the contract. The identity, location and telephone number of the responsible person, to be notified to the Council prior to the commencement of the Contract.

8.4 The Provider shall ensure that every person so employed is sufficiently qualified, competent and supervised with regard to both the provisions of the Contract and all relevant statutory provisions / duties. The Provider shall provide details of the qualifications held by all persons.

8.5 The Council's Representative shall be entitled, without prejudice to suspend the provision of the Services or any part thereof in the event of non-compliance by the Provider with this Condition 8.0 in the provision of the Services, or any part of the Services, until such time as the Council's Representative is satisfied that the non-compliance has been rectified.

8.6 The Provider shall indemnify the Council for any civil loss, costs or damage caused to the Council by any breaches of Health and Safety laws, policies or codes of practice.

8.7 The Provider shall comply at all times with the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. The Provider shall notify the Authority's Safety Officer of all incidents arising from the contract reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. Notwithstanding this, the Provider shall notify the Authority's Authorised Health and Safety Manager and the Council’s Representative of all incidents arising from the Contract involving personal injury to clients.

9.0 Equalities

9.1 The Provider shall operate an Equal Opportunities Policy / Statement and shall provide the Council with a copy upon request.

9.2 The Provider shall use all reasonable endeavours to make sure that its Equal Opportunities Policy / Statement complies with all obligations in any law, enactment, order, code of practice or regulation including those listed in Clause 9.6 as to discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marriage or civil partnership, gender or gender reassignment, pregnancy and maternity, age, religion or belief, disability, and sexual orientation or otherwise in relation to:

9.2.1 Decisions made by the Provider in the recruitment, training or promotion of staff employed in the provision of the Services

* + 1. The provision of the Services under this contract

9.3 The Provider shall take all reasonable steps to secure the observance of Clause 9.2 by all servants, employees or agents of the Provider and all suppliers and sub-contractors employed in the execution of the Contract.

* 1. The Provider shall in conjunction with the Council ensure fair and equal access to goods, services, facilities, premises and information to meet the needs of customers / service users and in line with the requirements of law.
  2. The Provider shall ensure that workers, job applicants, visitors, clients and customers / service users are treated fairly, openly and honestly, and with dignity and respect.
  3. The Provider shall ensure its Equal Opportunities Policy / Statement includes:
     1. Explicit commitment to comply with the following Acts and Regulations, including any subsequent amendments:
* Human Rights Act 1998
* Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000
* Employment Act 2002
* Equality Act 2010
  + 1. Explicit commitment to observe, as far as possible, the Equality and Human Rights Commission Statutory Code of Practice for Employment; Equal Pay and Services, Public Functions and Associations
    2. That in compliance with Clause 9.2 the Provider shall observe the above Codes of Practice for Employment which give practical guidance to employers and others on the elimination of unlawful discrimination, harassment and victimisation, the advancement of equality of opportunity in employment, including the monitoring of recruitment and selection using staff profiles (age, gender, disability and ethnicity), and steps that can be taken to encourage members of groups who are under represented in the workforce to apply for jobs or take up training opportunities.
    3. That victimisation, discrimination and harassment are disciplinary offences within the company.
  1. The Provider shall monitor its Equal Opportunities Policy / Statement to ensure compliance including collecting and analysing information about age, disability, gender and ethnic background of job applicants and all workers at each level in the organisation.
  2. In the event of any finding of unlawful discrimination being made against the Provider or any sub-contractor employed by the Provider during the period of the Contract by any court or employment tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission over the same period the Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
  3. The Provider shall twelve months from the commencement of the contract and annually thereafter submit a report statement to the Council demonstrating its compliance with Clauses 9.1 to 9.8
  4. In addition to the report statement in Clause 9.9 the Provider shall provide such information as the Council may reasonably require from time to time for the purpose of assessing the Provider’s compliance with Clauses 9.1 to 9.8 including, if requested, examples of any instructions, recruitment advertisements or other literature.

10.0 Gratuities

10.1 The Provider shall not, whether itself, or by any partner or director engaged in the provision of the Service, or by any person employed by it to provide the Service, solicit or accept any gratuity, tip, gifts or any other form of money-taking or reward, collection, bribe or charge for any part of the Service other than charges properly approved by the Council in accordance with the provision of the Contract.

11.0 Indemnity and Insurance

11.1 The Provider shall indemnify and keep indemnified the Council against:-

(i) all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of, the provision of the Service in relation to the injury to, or death of, any person and loss of or damage to any property including property belonging to the Council, except, and to the extent, that it may arise out of the action, default or negligence of the Council, its employees or agents not being the Provider or its personnel.

(ii) any failure on the Provider's part to comply with applicable laws and regulations, including but not limited to the Health and Safety at Work Act 1974, Income and Corporation Taxes Act 1970, Finance (No. 2) Act 1975, Employment Protection (Consolidation) Act 1978, Environmental Protection Act 1990.

11.2 Without thereby limiting its responsibilities under this Condition, the Provider shall insure with a reputable insurance company against its liabilities under condition 11.1

11.3 For all claims against which Condition 11.2 requires the Provider to insure, the minimum insurance cover shall be:

(i) Employer's Liability (£10,000,000 in respect of any one claim)

(ii) Public Liability (up to £5,000,000 in respect of any one claim)

(iii) Malpractice (up to £1,000,000 in any one year)

or such greater sum as the Provider may choose, in respect of any one incident and the Provider's insurance policy effecting such cover shall have the interest of the Council endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Council.

* 1. The Provider shall supply to the Council forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Provider's insurance policies comply with Condition 11.1 and the Provider shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Condition 11.3.
  2. If the Provider fails to take out and maintain the Insurance required under the Conditions 11.2 and 11.3 then the Council may itself insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Council in respect of premiums thereof may be deducted by the Council from any monies due or to become due to the Provider or such amount may be recoverable from the Provider as a debt.
  3. Any change to policies must be notified to the Council’s Representative immediately.

12.0 Payments and Notice Periods

12.1 In consideration of the performance of the Provider’s obligations under the Contract by the Provider, the Council shall pay the unit price.

* 1. The Provider is required to submit a schedule of hours delivered in electronic format every week. The format for this is covered by Appendix 5 of Schedule B. The total weekly hours for each service user should be rounded up to the next minute.

12.3 Providers must ensure that they submit invoicing schedules taken from their Electronic Monitoring System for actual delivered care hours. This is important to ensure that Service Users are charged the correct amount, for monitoring the activity of Providers and in monitoring the budgets required for individual Service Users.

The Provider will submit appropriate and timely invoices in accordance with the invoicing schedule. Submission of late invoices may have an impact upon the Service User charges.

* 1. The Council shall pay the Provider by automatic bank transfer in accordance with the Council’s payment schedule. Payment will be made based on actual delivered hours in each four week period. Payments will be subject to the Council’s normal 30 days payment terms as detailed in the payment schedule.
  2. Payment will be made on any additional delivered hours not exceeding four hours per service user more than the care management assessed hours in any period (subject to review). However if in any four-week period the Service is likely to go beyond the agreed weekly amount of hours this must also be agreed with the Service Users as this increase may have charging implications for the Service User.

If delivered hours exceed assessed hours by more than four hours in any period, payment will be made for assessed hours. The Council will endeavour to resolve the additional disputed hours within the agreed payment terms.

12.6 A total of one hour per week can be ‘banked’ by the service user to be used in subsequent weeks within the four week period as detailed in the payment schedule (subject to review). Payment will be made by the Council for up to a maximum of four banked hours within any four week period.

12.7 The Council and the Provider will endeavour to resolve any disputed items within the agreed payment terms. Under no circumstances should the Service User, relative(s)/representative be approached for payment.

* 1. VAT, where applicable shall be shown separately as a strictly net extra charge. If at any time during the Contract Period the Provider becomes registered for VAT, or ceases to be registered for VAT purposes, or if there is any other amendment to its registration for VAT, then the Provider shall notify the Council’s Representative in writing within five working days of such an occurrence (time being of the essence).

12.9 The Council may reduce payment in respect of any Services which the Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Council.

* 1. The Council shall not be liable for any costs incurred by the Provider or any payment to the Provider other than payments due as provided in Clauses 12.0 and 13.0
  2. Payments for scheduled and non scheduled absences will be made in line with Clause 12.12 below

12.12 In the event that a Service User is unavailable to receive care the following arrangements will apply:

(i) Scheduled absences eg Respite Care – the Council will give 48 hours notice

where 48 hours’ notice has not been given the Provider will be entitled to the costs of the visits scheduled for the first two days absence

(ii) Non scheduled absence eg hospital admission

Where notice has not been given the Provider will be entitled to the costs of the visits scheduled for the first days absence.

The Provider will notify the Council of any non scheduled absence on the same day (or within one working day)

13.0 Fluctuations

13.1 The rates identified in the Pricing Schedule shall be fixed until 31st March 2018. Annual adjustments to the rates shall take effect on 1st April, and on each subsequent anniversary of this date. The adjustments shall be the subject of negotiation between the Council and the Provider and shall reflect efficiency gains in the provision of the services. The maximum increase shall be no greater than the following:-

**by a percentage equal to the percentage increase/decrease in CPI over the previous 12 months.**

* 1. The Provider will be requested to propose an annual uplift based on the indices referred in 13.1 less any efficiencies achieved in the provision of the service.
  2. The Council will respond to proposal in writing
  3. Negotiation on efficiencies will be undertaken within a partnering framework incorporating an open book policy approach, which may mean access to Providers accounts for justification purposes
  4. Unforeseen fluctuations in costs (increases or decreases) as a result of future changes in legislation will be the subject of a review and negotiation with the Council under the Open Book arrangement agreed.

14.0 Emergencies

14.1 The Provider shall provide such services additional to the Service at any time and at any place (within the Borough) and in such manner required by the Council's Representative to enable the Council to carry out any of its functions in a situation which, in the opinion of the Council's Representative, amounts to a potential, or an actual emergency or disaster, provided that such additional services shall be similar to the Service. Such additional services may be treated as a modification under Condition 6.0.

14.2 The Provider shall be responsible for training any appropriate person in such manner as is required by the Council's Representative to enable such persons to prevent, deal with or alleviate the consequence of any such situation as is mentioned in Condition 14.1.

15.0 Business Continuity Planning

15.1 The Provider will have a Business Continuity Plan which will outline arrangements that can be put in place to ensure service provision in the event of adverse circumstances, such as extreme weather conditions, flu pandemic etc that result in reduced staff resources or increased demand for services.

15.2 Business Continuity Plans are to be made available to the Council as part of the Contract Monitoring Process.

16.0 Observance of Statutory and Other Requirements

16.1 The Provider shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Provider of this Condition.

17.0 Resolution of Disputes

17.1 The parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to the Contract.

17.2 If any party is in breach of their respective obligations under the Contract the other party shall notify in writing the way in which the party is in default.

17.3 In the event of either party giving the other notice of dispute or breach of the Contract:

(i) The matter shall be discussed at a meeting between the Provider and/or their representative and the Council's Representative as soon as may reasonably be required but in any event within 21 calendar days of the giving of a notice of dispute or breach of the Contract.

(ii) If not resolved then a meeting is to be arranged between senior management from the Council and the Provider and/or their representative. This should take place as soon as is reasonably required but in any event within 6 weeks of the giving of the original notice.

(iii) If at any time after stage (i) or (ii) above an agreement is reached then the said notice shall be withdrawn (but without prejudice to the right of either party to serve further notice of dispute or breach of the Contract including that in respect of which the notice shall have been withdrawn).

(iv) If a question, dispute or difference arises between the parties and cannot be resolved by negotiation within 6 weeks of either party declaring that such question, dispute or difference has arisen it may be referred on the election of either party to an Arbitrator to be agreed by both parties and the Arbitration shall be in accordance with and subject to the provision of the Arbitration Act 1950 to 1979 and 1996 or any re-enactment for the time being in force and the costs of the Arbitration shall be borne in equal share by either party. In the event of non-agreement, an Arbitrator shall be nominated by the Institute of Arbitrators.

17.4 The termination provisions shall take precedence over these provisions save where the right to termination arises out of a question, dispute or difference between the parties which has been referred to an Arbitrator in accordance with these conditions.

18.0 Default

18.1 The Provider shall at all times provide the Service to the standards required by this Agreement.

18.2 Should the Provider fail to provide the Service to the standards required by this Agreement then without prejudice to any other remedy available to the Council, the Council may:

(i) Give written notice requiring the Provider to remedy any default in Service (if the same is capable of remedy) within such reasonable time as may be specified by the Council without charge to the Council; AND

(ii) Cease to make arrangements for new packages of care with the Provider for the duration of the period as specified in accordance with 18.2(i) above

(iii) Suspend the Provider from St. Helens Council's List of Approved Providers; AND.

(iv) If the default has not been remedied within the stated time, the Council shall at its discretion be entitled to terminate the Agreement in line with the provisions of termination or the Council may at its discretion itself provide the service or any part thereof. All costs incurred thereby may be deducted from any claims due or to become due to the Provider under the Contract. In the event of any failure to provide the service or any part thereof the Council may deduct sums from claims due or to become due the Provider valued in accordance with Condition 6.0. The Council's power under this condition shall not be exercised unreasonably or vexatiously. The Council's rights under this condition shall be without prejudice to any other rights or remedies which it may possess.

18.3 The Council will make the Provider aware of its Default protocols when investigating Expressions of Concerns and Complaints.

18.4 The remedies of the Council under this Section may be exercised successively in respect of any one or more breach by the Provider.

18.5 In the event of the Provider receiving a Notice they may choose to invoke the procedure contained in 18.3. In this case the Provider must serve on the Council a notice of dispute within 7 days of receipt of that notice.

19.0 Termination of Agreement

19.1 The Contract can be determined by either party upon six months’ notice in writing or a lesser period by agreement between both parties. The Council will not pay any costs of the Provider in this event.

19.2 This Agreement may be terminated by the Council without notice if:

(i) The Provider in the opinion of the Council, has failed to conduct its business in a proper manner or is negligent in the management of the service.

(ii) The Provider persistently fails to comply with this Agreement and/or the Specification provided that should such failure occur written notice of the failure shall be given to the party concerned.

(iii) Ceases to be registered under the Health & Social Care Act 2008

(iv) The Provider has a provisional liquidator, receiver or manager of the business or undertaking duly appointed;

(v) The Provider is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager or administrative receiver, or which entitle the court to make a winding up order.

19.3 Termination of this Agreement shall have no effect on the liability of either party to the payments of any sums arising under this Agreement up to the date upon which termination takes effect subject to the Provisions of 19.1 above.

19.4 The Agreement will be terminated where the Provider:

(i) Becomes bankrupt or has made a composition or arrangement with its creditors, or has a proposal in respect of the Service for the voluntary arrangements for composition of debts, or scheme or arrangements approved in accordance with the Insolvency Act 1986;

(ii) Has an application made under the Insolvency Act 1986 in respect of the company to the Court for the appointment of an administrative receiver;

(iii) Has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

(iv) Offers any bribe, inducements or exerts any pressure upon potential Service users or their relatives, or others with an interest, prior to the Agreement being made.

(v) Takes financial advantage of its relationship with a Service User.

(vi) Shall have given any bribe, fee or reward to any elected members or officers of the Council in order to gain unfair advantage.

19.5 If the Agreement is terminated under 19.2 or 19.4 above, the Council shall be entitled to recover from the Provider the amount of any loss resulting from such termination.

19.6 If the Provider shall have offered, or given to any person any gift, or consideration of any kind as an inducement, bribe or reward for doing, or forbearing to do, or having forborne to do any action in relation to the obtaining of the Contract, or any other contract with the Council, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other contract with the Council, or if the like acts shall have been done by any person employed by the Provider, or acting on the Provider's behalf (whether with or without the knowledge of the Provider) shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any superseding legislation or shall have given any fee or reward to any member or officer of the Council, which shall have been exacted or accepted by such officer, by virtue of office or employment, and is otherwise than such officer's proper remuneration and the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled to terminate the Provider's employment under the Contract and without prejudice to Condition 19.0 to recover from the Provider the amount of any loss resulting from such termination or exercise of its discretion to provide the service itself or any part thereof . All costs incurred thereby may be deducted from any claims due or to become due to the Provider under the Contract. In the event of any failure to provide the service or any part thereof the Council may deduct sums from claims due or to become due the Provider valued in accordance with Condition 6.0. The Council's power under this condition shall not be exercised unreasonably or vexatiously. The Council's rights under this condition shall be without prejudice to any other rights or remedies which it may possess.

1. Termination of the Service

20.1 Services provided to individual Service Users may be terminated by either party by giving a minimum of 14 (fourteen) working days notice together with an explanation in writing for the termination. The actual date of transfer to an alternate provider must be confirmed prior to termination.

20.2 Service Provision to individual Service Users will be terminated with immediate effect upon:

1. the death of a service user without affecting the ongoing obligations under this Contract nor any liability of either party accrued under this Contract (there may be occasions when the bereaved spouse/partner is incapable of functioning without a service in their own right for either a time limited or ongoing period. Following agreement with the Council, the Service may continue until such time as an assessment of need can take place to either formalise or withdraw the service). Sensitivity at times of bereavement should be of utmost concern;
2. the expiration of the period of notice given by either party to terminate Service Provision;
3. the unavailability of the Service User where the Council has communicated that unavailability to the Provider 48 hours before the Service was to be provided. Where the Council fails to give this notice the Provider will be entitled to recover the cost of the first day's planned visits to that Service User.
4. the expressed wish of the service user to have the Service terminated. In such circumstances, either party will notify the other of the service user’s instructions within 48 hours.

21.0 Assignment and Sub-Contracting

21.1 The contactor must not transfer or assign directly or indirectly without the written consent of the Council and is to prevent the sub let of the contract without the Council’s written consent except insofar as it relates to the supply of patent or property articles, raw materials or material products.

(i) The Council shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Provider.

(ii) The Provider shall, in no circumstances, assign or purport to assign any part of this Contract to any person whatsoever.

1. The Provider may not sub-contract the performance of any part of the Services of this Contract to any person whatsoever without the consent of the Council, which consent shall not be unreasonably withheld. Subject to any requirement of the Contract to the contrary, this shall not apply to the supply of materials.

21.2 Contravention of Condition 21.1 by the Provider shall entitle the Council to terminate the Contract forthwith if, after giving the Provider five days’ notice, he has not remedied the contravention.

21.3 The Council Representative may direct the Provider to cease to use any Sub-Contractor or Supplier whose performance has been unsatisfactory to the Council Representative on any previous occasion, whether as part of the Contract or not.

22.0 Legal Proceedings

22.1 The Provider, immediately upon becoming aware of the same, shall notify the Council's Representative of any accident, damage or breach of any statutory provision relating in a way to the provision of or connected with the Service.

22.2 If requested to do so by the Council's Representative, the Provider shall provide the Council's Representative with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Service.

22.3 Should any part of the Service involve the Provider in performing duties or exercising powers under some other contract it shall, upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract, forthwith notify the Council's Representative of the existence of any such matter together with such particulars as are available.

* 1. No payment shall be made for this part of the Service, except insofar as set out in the Pricing Document.

23.0 Industrial Action

23.1 Despite any industrial action by staff, it will remain the Provider's responsibility to meet the full requirements of this Contract. The Provider shall inform the Council Representative immediately of any impending or actual dispute which may affect the Provider's ability to provide the Services in accordance with this Contract.

23.2 In the event of industrial action by persons employed directly by the Council or other parties or contractors which affect the provisions of the Services, the Provider shall be required to co-operate with the Council Representative to ensure continued provision of the Services or to agree the level of services deemed by the Council Representative to be satisfactory during such dispute.

23.3 If industrial action substantially affects the standard of performance of the Services, the Provider's fees may be amended during the period of the industrial action to an amount agreed between the Council Representative and the Providers. In the event that the agreement cannot be reached between the two parties either party may refer such matter to the Arbitrator.

24.0 Data Protection Act

24.1 The Provider shall (and shall ensure, where necessary, that any of its Staff involved in the provision of this Contract) be registered under the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the Act which arise in connection with the Contract. The Data Protection Act 1998 requires every data controller who is processing personal information in an automated form to notify the Information Commissioner's Office, unless they are exempt. Failure to notify is a criminal offence. Evidence of registration with The Information Commissioners Office will be checked on an annual basis.

24.2 Notwithstanding the general obligation in Clause 24.1 above, where the Provider is processing personal data (as defined by the DPA) as a data processor for the Client (as defined by the DPA) the Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;

(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to Clause 24.2 and

(iii) ensure that it does nothing knowingly or negligently which places the Council in breach of the Council’s obligations under the DPA.

24.3 Caldicott Principles

The Provider will:

(i) Act in accordance with the Data Protection Act 1998; Computer Misuse Act 1990; Freedom of Information Act 2000; Copyright, Designs and Patents Act 1998 and the Caldicott Principles and make every effort to safeguard confidentiality and preserve client identifiable information security and all other relevant information, this will strictly apply where information is moved from its usual file location.

(ii) Where for the purposes of delivering the agreed services, it is necessary for the Provider to hold Service User’s identifiable information under the rules on protection and disclosure, access rights will be sanctioned by a named “Caldicott Guardian” on behalf of the parties to this agreement.

(iii) This consent may be given in general or specific terms, but cannot authorise any greater degree of disclosure than would be permitted under the Caldicott arrangements of either party.

1. Make available to others information that could be regarded as confidential where it is in the best interests of Service Users particularly in respect of their safety and welfare or where over-riding public interest prevails.

(v) Use their best endeavours to ensure that information is only used for the purpose for which it is given unless express consent is given or statute or public interest allows otherwise.

(vi) The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

(vii) Ensure that all staff receive appropriate training in Caldicott and adhere to the Principles at all times.

25.0 Freedom of Information and Government’s Transparency Agenda

25.1The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004, as amended and the Government’s Transparency Agenda, and shall assist and cooperate with the Council (at the Provider’s expense) to enable the Council to comply with these Information disclosure requirements.

25.2The Provider shall:

(i) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;

(ii) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days of the Council requesting that Information; and

(iii) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

25.3The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

(i) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

(ii) is to be disclosed in response to a Request for Information, and in no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

25.4 The Provider acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of Freedom of Information 2000 (FOIA) (issued under section 45 of the Freedom of Information 2000 (FOIA), November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

(i) without consulting with the Provider, or

(ii) following consultation with the Provider and having taken its views into account.

* 1. The Provider shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

25.6 The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 25.4

26.0 Recovery of Sums due from Provider

26.1 Whenever under the contract any sum of money shall be recoverable from or payable by the Provider to the Council, the same may be deducted from any sum then due or which at any time thereafter may become due to the Provider under this Contract or any other Contract with the Council.

27.0 Transfer of Undertakings (TUPE)

(i) The Provider shall indemnify and keep indemnified the Council against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in any way connected with or arising from or relating to the provision of information and by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and the Acquired Rights Directives (2001/23/EC) and any re-enactment or amendments thereof insofar as such may arise in connection with this contract.

(ii) Should the Council be of the opinion that TUPE shall or may apply to the circumstances of the award of the Contract for the Services or for similar Services following the expiry of this contract or on earlier termination the Provider shall provide the Council on demand with such information relating to the Provider’s workforce as shall reasonably be required for the purposes of meeting requests from tenderers for workforce information provided that the Council shall disclose such information only on receipt from the tenderer of an undertaking not to disclose the information to any other person and to use the information only in connection with the preparation of the Tender for the Services.

(iii) The information in sub-clause (ii) shall be provided at no cost to the Council

(iv) In the event that the Provider is required to provide to the Council the information detailed in sub-clause (ii) then from the date that information is given by the Provider to the Council the terms and conditions of employment of the Provider’s employees shall not be changed except insofar as that change is a result of the decision of an independent body established for the purposes of negotiating terms and conditions of employment and it is the Provider’s normal practice to comply with the decisions of that body OR where the Provider’s normal practice is to determine (using some internal mechanism) its employees terms and conditions of employment at a fixed time each year then if that time occurs after the Provider has provided to the Council the information required by sub-clause (ii) the Provider will be permitted only to amend the rates of wages of its employees to reflect inflation as measured by the Retail Price Index [RPI(x)]. Any such amendments to the terms and conditions of employment of its employees, as described by the foregoing, shall be notified by the Provider to the Council immediately that the Provider becomes aware of them.

1. Human Rights Act 1998

28.1 The Provider acknowledges that in relation to its obligations under this Contract it is subject to the provisions of the Human Rights Act 1998 and the Provider agrees it will:

28.2 At all times act in accordance with the Human Rights Act 1998 in relation to its obligations under this Contract and

28.3 Take such action as the Council may reasonably require for the purpose of ensuring compliance with the Human Rights Act 1998

1. Law

29.1 This contract shall be governed by the laws of England and Wales and shall be deemed to have been made in England and the parties to this Contract hereby submit to the jurisdiction of the English Courts.

30.0 National Minimum Data Set

30.1 The Provider is to be registered with the Skills for Care National Minimum dataset (NMDS-SC), and information is to be regularly updated. The National Minimum Dataset for Social Care (NMDS-SC) enables planning at a local, regional and national level. This helps to support workforce planning and assisting the allocation of training resources. The Council requires the Provider to complete the data set each year. The Provider shall share this with the Council on request.

31.0 Healthwatch

31.1 The Provider will acknowledge the role of Healthwatch in the local community.

32.0 NHS Accessible Information Standard

The Standard applies to all providers across the NHS and adult social care system and defines a specific, consistent approach to identifying, recording, flagging, sharing and meeting the information and communication support needs of patients, service users, carers and parents, where those needs relate to a disability, impairment or sensory loss.

There are five basic steps which make up the Accessible Information Standard:

1. Ask: identify / find out if an individual has any communication / information needs and if so what they are.

2. Record: record those needs in a clear, unambiguous and standardised way in electronic and / or paper based record / administrative systems / documents.

3. Alert / flag / highlight: ensure that recorded needs are ‘highly visible’ whenever the individuals’ record is accessed, and prompt for action.

4. Share: include information about individuals’ information / communication needs as part of existing data sharing processes (and following existing information governance frameworks).

5. Act: take steps to ensure that individuals receive information which they can access and understand, and receive communication support if they need it.

By signing this contract you are in agreement that you will comply with this by 31st July 2016.

33.0 Dementia Friends

All staff employed by the Provider whether office based, management or delivering care are to be strongly encouraged by the Provider to become Dementia Friends.

34.0 St Helens and Knowsley Citizens Charter for End of Life Care

Providers must ensure that all staff are aware of the “St Helens and Knowsley Citizens Charter for End of Life Care” and the expectations that this raises.

**SCHEDULE B**

**SERVICE SPECIFICATION**

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**SCHEDULE B – SERVICE SPECIFICATION – DOMICILIARY CARE**

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| **1. INTRODUCTION** |
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This specification sets out the minimum requirements for how Provider’s will deliver Domiciliary Care Services in St. Helens.

Domiciliary Care Services provide personal care for people living in their own homes and are independently regulated by the Care Quality Commission under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 and the Care Quality Commission (Registration) Regulations 2009

The CQC **‘Essential Standards of Quality and Safety’** underpin the requirements and quality standards within this specification. The Department will require Services to be provided in accordance with the registration requirements of the CQC, complying with all relevant regulations and best practice guidelines.

The aim of this specification is to ensure the provision of high quality, safe services that meet the quality outcomes and safeguarding responsibilities of St. Helens Council People’s Services Department.

**1.1 SCOPE OF THIS SPECIFICATION – SERVICE USER GROUPS**

Service Users shall be ordinarily resident and living in the borough of St. Helens, and be assessed as having eligible social care needs to be met by social care services following the completion of a Community Care Assessment.

The service will be available to:

* Older People (aged 65+) including those with dementia and on occasion those at end of life.
* Adults aged 18 – 64 with physical or sensory impairments, including people living with long-term conditions.
* Adults aged 18+ with a learning disability and/or a mental health need.

**1.2 OUR VISION FOR ADULT SOCIAL CARE IN ST. HELENS**

Our Vision is to make a positive difference to the lives of adults with social care needs, and their carers, in St. Helens. We will do this by achieving the 7 key outcome targets from The White Paper “Our health, our care, our say”.

* **Improved health and emotional well-being** - Services will promote and facilitate the health and emotional well-being of Service Users who will use the service.
* **Increased choice and control** - Service Users, and their carers, have access to choice and control of high quality services, which are responsive to individual needs and preferences.
* **Improved quality of life** - Services will promote independence, and support Service Users to live a fulfilled life making the most of their capacity and potential.
* **Freedom from discrimination and harassment** - Service Users have equal access to services without hindrance from discrimination or prejudice; they feel safe and are safeguarded from harm.
* **Maintaining personal dignity and respect** - Services will be sensitive to personal beliefs and preferences and will respect confidentiality, and will promote and preserve dignity at all times.
* **Making a positive contribution** - Service Users who use the Services are encouraged to participate fully in their community and feel that their contribution is valued equally with other people.
* **Economic well-being** - Service Users are not disadvantaged financially and have access to economic opportunity and appropriate resources to achieve this.

We believe that we should deliver services where personalisation and person centred planning are robustly embedded, and which put the Service User and their relative carers at the heart of all decision making.

The vision for Adult Social Care will be delivered through effective joint working across partner agencies in the statutory, independent, the voluntary and community sectors.

**1.3 GUIDING PRINCIPLES**

St. Helens People’s Services Department aims to promote improved health, independence and inclusion through the provision of social care services, which enables vulnerable adults to achieve as full and independent a life as possible.

There are a number of guiding principles that will underpin this specification:

* Quality will relate to Service User experience and outcomes
* Quality will be measured against performance standards within this contract (See Section 6)
* The Council and the Provider will communicate with each other clearly and regularly (openly and honestly)
* The Council and the Provider will work in partnership with internal and external partners to assure quality.
* The quality monitoring process will be robust and transparent.
* Service Users will be accorded the dignity and respect, which underlies their value as a unique individual within the context of their past and present life and throughout care provision.

**1.4 AIMS OF THE SERVICE**

The primary aims of the service will be: -

* To support individuals’ in their own community for as long as they are able and wish to do so.
* To enable and assist Service Users to live as independently as possible within the community, in their own homes, for as long as possible by adopting an ‘enabling approach’ rather than a ‘ doing for’ approach.
* To ensure the safety and welfare of service users is promoted at all times.
* To promote and support the use of Aids for Daily Living including the use of Assistive Technology to support independence and reduce risks to safety.
* To encourage Service Users to express their own personal aspirations on the way they wish to live their lives and on the outcomes they would like to achieve.
* To enable individuals to exercise choice and control within available resources.
* To be sensitive to and supportive to the needs of relative carers – working in partnership with them to promote the well-being of the Service user.
* To give Service Users the opportunity, assistance and confidence to maintain or regain daily living skills they may have lost as a consequence of for example, poor health, disability or sensory impairment.
* To provide a flexible and responsive service which is sensitive to Service User preferences and is delivered in a way that is appropriate to the Service users ethnic and cultural background.
* To deliver care at all times with compassion and empathy in a respectful and non-judgemental way.
* To avoid/prevent an inappropriate admission to an acute setting
* To facilitate timely discharge from an acute setting.
* To prevent/delay admission to a long term 24 hour residential or nursing care setting

**1.5 SERVICE AVAILABILITY**

The Service will be available 365 days per year, 7 days per week operating from 7am – 11pm.

The Provider must ensure they have sufficient staff and management resources available to deliver and manage the service during the above hours.

**1.6 SERVICE CAPACITY**

The Provider shall **at all times** during the Contract period employ sufficient persons with adequate knowledge, competent abilities, skills and qualifications for the performance of the Services.

The Provider will conduct regular reviews of staffing levels and resources; especially at times of increased demand to include winter pressures, bank holidays and school holidays. The Provider must be able to demonstrate flexibility in deploying staff across geographical areas and hours of service at all times.

The Provider will ensure there is continuity in relation to the care worker who provides the service to each Service User. (See section 4.10 – Continuity of Care).

The Provider Manager / Supervisory staff responsible for planning work rotas must ensure that sufficient time is allowed for care workers to travel in-between calls. Managerial/ supervisory capacity must be such as to enable the overall management of the service logistically.

The Provider must be able to evidence that sufficient travelling time has been given to care workers to enable them to carry out their duties without causing delay to the next Service User call or subsequent calls.

At no time should Service Users feel that their care and support is being “rushed” or that their needs are not being properly attended to.

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| **2. THE SERVICE** |

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| **OUTCOME 1**  **Improved health and emotional well being:**  Services will promote and facilitate the health and emotional well-being of Service Users who use the service. |

**2.1 ASSESSMENT AND CARE PLANNING PROCESS**

The Assessment and Care Planning process will be ‘person centred’ and ‘outcome focused’ so that Service Users will have a strong sense of being 'in control' of their own services. This means that the Care Manager will specify the outcomes to be met by the Provider, and identify a budget of weekly hours within which to meet the outcomes.

It is for the Provider, in consultation with the Service User, to determine the activities to meet the outcomes. This differs from the traditional domiciliary care commissioning process, which has focused on prescribed activities with timings attached.

The traditional’ task and time’ model may still apply in critical situations for a time limited period in order to avoid admission into an acute setting, or to facilitate a safe and timely hospital discharge. This will be agreed on an individual case basis.

**2.2 THE REABLEMENT SERVICE**

The Reablement Service is a multi-disciplinary intermediate care service. They work with Service Users to attain goals following a decline in their functioning. This is usually with regard to mobility, activities of daily living and social activities. In this scenario the outcome focussed approach may not always be conducive until the Service User has fulfilled their potential as determined by the multi disciplinary reablement team. The Provider must work in partnership with the Reablement Service during a handover period and move towards the goals set by the Reablement service.

In some cases it will be necessary for the Reablement service to formally ‘handover’ a care package to the Provider. It will be expected that the Provider works in partnership with Reablement and attends calls alongside them to observe their activities so that the Provider can replicate activities in accordance with the individual's care plan.

**2.3 BROKERING**

Following the completion of a Community Care Assessment, Service Users care plans that indicate domiciliary care is the appropriate service to meet the Service User’s identified outcomes are forwarded to the People’s Services Brokering team.

Each new package will be subject to a mini competition.

A mini competition will only be open to providers on the Approved List and with a contract awarded by this process.

At the start of the contract the mini competition process will take place via email with scoring being calculated via a spreadsheet however there may be potential during the life of the contract to move to a bespoke IT solution, the Council will consult with providers around any changes in relation to this.

An email will be sent to all Tier 1 providers, this will contain outline information around the required package and the general location of the service user.

Providers will have a stated period to respond to the email, the time may vary depending upon the urgency of starting the package.

Once the period has expired then responses received will be evaluated by using a spreadsheet.

Evaluation –

Responses to a mini competition will be evaluated to establish the Most Economically Advantageous Tender (MEAT), as follows.

Evaluation will be on basis of price, quality and times offered.

At the start of the contract the following factors and weightings will be used however these may be varied or amended during the life of the contract.

50% will be on price based on the rate submitted as part of this tender exercise with the lowest price awarded the maximum score with other scores being pro rata.

15% will be on quality and will be based on the Quality Monitoring judgement level, however should we not have carried out a monitoring visit CQC’s Quality Rating will be used.

10% will be on the start date with the maximum score being awarded to those that can start the package on the requested date with lesser scores being awarded depending upon how long after the requested date a package could start.

25% will be on the actual call times offered based on by how much the times offered vary from the times requested. Higher scores will be awarded the closer the match to the requested times.

The highest scoring bid will be awarded the package.

If no Tier 1 bidders respond then the same exercise would take place for Tier 2 providers.

Unsuccessful bidders will be informed as soon as the result of a mini competition is known.

In the event that no Tier 1 or Tier 2 bidders come forward then brokers will contact providers from the Approved List by telephone. This will be carried out based on the providers who have indicated that they operate in the required ward with providers being contacted in ascending order of hourly rate.

The existing provider will be approached directly in the first instance regarding any increase or decrease to any package. Should the provider be unable to deliver the changed package then the process for new packages would be followed.

Reinstatement of services for existing Service Users must commence within 24 hours.

In order to work proactively with colleagues in health it is important that priority is given to hospital discharge. In the case of new packages or the discharge of a current service user the expectation will be that these packages are started/restarted within 24 hours of notification.

While mini competitions initially will take place during normal working hours this position may change during the life of the contract with developments around 7 day working. The Council will consult with providers around any changes in relation to this.

Feedback will be given to providers on a regular basis showing their ranking for recent mini competitions.

As the call times offered for delivery of packages is an important factor in evaluating bids for each mini competition should we find evidence that calls are not being delivered at the times offered we may look to progress this under Default, Clause 18.0 of Schedule A, Terms and Conditions, Contract Agreement for the Provision of Domiciliary Care Services.

For those providers that have no current contract with St Helens Council we may choose, once the provider has a number of packages, to put a temporary hold on offering new packages while we carry out spot or other checks in order to ensure that the delivery of care is in accordance with the requirements of this contract, specification and the individual care plan.

**2.4 OUT OF HOURS**

Teams responsible for completing Community Care Assessments and operating out of normal office hours such as the Council’s Emergency Duty Team and the People’s Services Rapid Response Team will contact the Provider direct by telephone, email and fax.

This will be carried out based on the providers on the Approved List who indicate that they operate in the ward and ranked in ascending order of hourly rate.

The Provider staff dealing with ‘out of hours’ service referrals must have access to a secure fax machine as Rapid Response referrals are usually handwritten and the team do not have the facility to upload documents and email them to providers.

The Provider will have staff available to respond to such service referrals within the hours of 5.15pm – 11pm, weekdays and 7am – 11pm at weekends.

As these referrals are usually as a result of a relative carer emergency or crisis situation, the Provider shall make provision to ensure, where a Service User’s needs requires the Service to commence within a few hours of the Provider receiving the referral, that the Provider is resourced to do this.

Rapid Response would expect the service to commence within 4 hours of request out of hours. Providers must note that some requests will be for a waking night service.

**2.5 RISK ASSESSMENT**

Recorded risk assessments on tasks, environments, manual handling and the risks to the Service User maintaining their independence, must be carried out by the Provider prior to the commencement of any Service. In the case of referrals received out of hours and services commencing quickly, Providers must ensure that staff initially assigned to provide the care have been suitably trained and assessed as competent to identify and assess risk, pending the completion of a full risk assessment which must be completed as soon as possible after care has commenced.

The Provider risk assessment will consider the potential risks to Service Users and staff in delivering the support package and must contain a balance that accounts for a Service User’s personal choices and freedoms. The risk assessment will be updated annually or more frequently if required.

**2.6 MEDICATION ADMINISTRATION**

The Provider’s policies on medication must protect the Service Users and assist them to maintain responsibility for their own medication wherever possible.

The Provider shall ensure staff receive training in the policy, procedures and the administering of medication as part of their induction.

The Provider will have a formal procedure to assess whether staff are sufficiently competent in medication administration before being assigned to a task where this is required.

The Service User’s Care Plan should determine and document the following:

* The nature and extent of support and/or assistance the Service User needs to manage their medication.
* Details of arrangements for medication collection and storage in the Service Users home and access arrangements by the care worker, Service User, relatives or friends.

The Service Users Care Plan must explain, in detail, the exact amount of support required. (Further guidance on medication administration is contained in Appendix 3)

**2.7 INFECTION PREVENTION AND CONTROL**

The Provider should identify someone within the Organisation with appropriate knowledge and skills to be the Infection Prevention and Control lead (IPC) and take responsibility for an Infection Prevention and Control Programme as required by the Health and Social Care Act 2008.

As a minimum the Provider Infection Control Programmes should say what:

* Infection prevention and control measures are needed in the service;
* Policies, procedures and guidance are needed, and how they will be kept up to date and monitored to make sure they are followed
* Initial and ongoing training staff will receive

Information should be provided to care workers on:

* The need for good hand hygiene
* When and how Personal Protective Equipment (PPE) should be used.
* Safe disposal of waste
* Cleaning of bodily fluid spillages
* Safe handling and disposal of sharps
* Cleaning of equipment
* Risks associated with sharing personal items such as toothbrushes, razors and towels with other Service Users
* How to recognise symptoms and reduce spread of communicable infections such as MRSA, Clostridium difficile
* The circumstances when medical assistance must be sought without delay
* The responsibilities of staff to report episodes of illness; and
* The circumstances under which staff may need to be excluded from work

Further Guidance is available for Providers in the Department of Health’s publication: "The Code of Practice for health and adult social care on the prevention and control of infections" and related guidance.

**2.8 NUTRITION AND HYDRATION AWARENESS**

Providers should ensure that all care workers have a basic awareness of good practice in the area of nutrition and hydration. This should also include awareness of how poor nutrition and hydration can impact upon a Service Users health and well being.

Care workers should know what a balanced diet is and the health benefits associated with this.

If care workers are involved in food preparation they should encourage Service Users to follow a healthy balanced diet that is relevant to them as an individual, taking account of their wishes and preferences.

Care workers must have basic food preparation skills to enable them to fulfil the majority of service users requests at meal times. This should be evidenced in the induction period.

Care Workers should provide support and encouragement to Service Users with eating and drinking where necessary.

Where food and hydration are provided to Service Users as a component of their Support Plan the Provider must ensure that Service Users are protected from the risks of inadequate nutrition and dehydration.

Care Managers should acknowledge the time required for care workers to prepare a cooked meal of choice with or for the Service User, and provide support with eating where needed.

Where care workers are expected to cook a meal the Provider should ensure care workers have sufficient allocated time and the skills to prepare a cooked meal of choice.

Care workers should ensure that Service Users living at home can access snacks and drinks between domiciliary care visits.

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| **OUTCOME 2**  **Increased choice and control:**  Service Users, and their carers, have access to choice and control of good quality services, which are responsive to individual needs and preferences. |

**2.9 PERSON CENTRED SUPPORT PLANNING AND REVIEW**

The Council will provide all the necessary information the Provider will need to plan and deliver their service. This will include but is not limited to:

* Basic demographic details
* Key Contacts
* GP Details
* Risk factors
* Outcomes to be achieved
* Safeguarding

For non-urgent referrals the Provider shall within 2 days of receipt of a referral assess the situation within the estimated hours agreed by the Care Manager to meet the outcomes and set up an initial visit with Service User. If the Provider feels that the hours allocated are insufficient or excessive to meet the outcomes they shall refer the matter back to the appropriate Care Manager for authorisation. The Provider and the Council will work to the principle of providing the amount of service required to meet the outcomes specified. This is in order to:

* Minimise dependency
* Make best use of Domiciliary care resources to meet the needs in the

Community

* Minimise the potential cost to the Service User

In formulating the Support Plan with the Service User, the views of the Service User must always be the start point and the plan based on their view about how the outcomes can be met within the agreed levels of service. This will include seeking personal preferences on all aspects of care.

Where Service Users lack the capacity to make their views known, the Provider must work within the principles and guidance of the Mental Capacity Act 2005, and work with others who can interpret and represent the Service User’s views.

The Provider Support Plan shall be based on the Service User’s views about the best way to meet the outcomes specified in the Care Plan. The Provider Support Plan shall be signed by the Service User or their representative and the Service User shall be provided with a copy.

The Council acknowledges that during the first 2 – 6 weeks of a new referral being received by the Provider, they may need to frequently reassess the activities to meet the Service Users needs with the Provider Support Plan being modified accordingly.

**2.10 REVIEW PROCESS**

The Care Manager shall review the Care Plan within 12 weeks of the initial Care Plan, and at least annually thereafter. The Care Manager shall also review if needs change substantially. Care Plans will specify when the Service Users needs will be reviewed but it will not be less frequently than every year. The Care Management review process will, at specific intervals, evaluate service user’s outcomes and reassess needs with a view to revising the care plan where necessary. Providers will be asked to attend/contribute to these reviews.

The Provider will complete a person –centred review of the Service User’s Provider Support plan every six months to ensure the Service provided continues to meets the needs of the Service User and the desired outcomes are being achieved. The Service User will be fully involved in the reviewing process.

Where it is deemed appropriate it is expected that the Provider will attend and/or inform reviews/ reassessments/ multi-agency forums as necessary.

If a situation arises where it appears no longer appropriate for a Service User to continue to receive support, no decision will be taken by the Provider to permanently cease the service without approval from the Care Manager. The care manager will record the conversation with the provider in the service users contact sheets and where deemed appropriate an email will be issued to the provider.

**2.11 SERVICE RESPONSIVENESS AND FLEXIBILITY**

In order to allow a degree of flexibility and enable the service to be responsive to Service Users changing needs the Council will allow the Provider to call off an additional 4 (four) hours per Service User per 4 four week payment period.

This means that an additional one-hour per week can be ‘banked’ by the Service User to be used in the subsequent weeks within the four week period. It is not anticipated that the Provider will regularly ‘ call off’ the additional hours for individual Service Users as this practice would suggest that the Service User requires a Review or Reassessment of their needs.

Whilst the Provider has flexibility to meet needs according to the Care Plan, it does not have authority to change the Outcomes or permanently increase or decrease the allocated weekly hours.

The Provider must contact the Care Manager if it believes that the Service Users needs have changed (increased or decreased) to such an extent that the Care Plan needs to be reviewed. The provider should record all requests for care management intervention for their own records.

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| **OUTCOME 3**  **Improved quality of life**  Services will promote independence, and support Service Users to live a fulfilled life making the most of their capacity and potential |

**2.12 SERVICE RELIABILITY**

The Provider shall proactively use their Electronic Monitoring System, or suitable manual system to manage the delivery of the Service at all times.

The Provider shall use this system to accurately record and manage the time spent with Service Users.

The Provider shall make every effort to ensure calls are delivered at the agreed time. If this is not achievable because of unavoidable delays, the Provider will make every effort to deliver the call within 30 minutes of the agreed times.

The Provider must have procedures in place to ensure that late calls are minimized.

The Council operates a zero tolerance to the following issues:

* Missed calls – this includes calls delivered 1 hour later than planned start time unless the change is specifically requested by the Service User
* Late calls for those Service Users identified as critical – late calls are defined as calls delivered after 30 minutes and before 1 hour of planned start time
* Calls being less than 75% of the planned time..

**2.13 INVOLVEMENT OF SERVICE USERS**Providers must ensure that Service Users, their carers or advocates, are kept fully informed on issues relating to their care at all times.

Services will be provided in a sensitive way that is not based on the Provider’s assumptions but which acknowledges and listens to Service Users and, where appropriate, their relative or other advocate. Such a sensitive approach will enable the Provider to fully understand the situation and make maximum use of Service Users’ and relative’s knowledge and expertise.

The Department will require evidence through monitoring and quality audits process of active engagement, consultation and decision making by Service Users (and their relative carers where appropriate)

To ensure that service users are involved the provider must demonstrate awareness of the translation and interpretation arrangements available in the borough and how to access them to meet the foreign language, British Sign Language, Braille and easy read needs of service users.

Providers must demonstrate that they can use various methods for collecting and sharing information with service users and their carers e.g. post, SMS (text messaging), email as well as phone.

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| **OUTCOME 4**  **Feeling safe, Secure and free from discrimination or Harassment**: Service Users have equal access to services without hindrance from discrimination or prejudice, they feel safe and are safeguarded from harm. |

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| **3. SAFEGUARDING ADULTS** |

**3.1 PROTECTION FROM ABUSE AND RISK OF ABUSE**

The Service Provider will demonstrate commitment to the St Helens Multi Agency Safeguarding Adults Policy, Procedures and Good Practice Guidelines (Edition - April 2015) and be able to access the policies at all times.

Providers will identify Line Managers/Supervisors within the organisation to which suspicion, allegation, observation or disclosure of abuse must be reported. Identified Line Managers/Supervisors will comply with responsibilities as outlined in the Multi Agency Procedures.

Providers will ensure all staff are aware that they have a duty to report any suspicions, allegations, observations or disclosures of abuse to the Line Manager within 1 hour, or if the Line Manager is likely to be unavailable within timescale, directly to St Helens Council Contact Centre 01744 676600. , 9am to 5pm - Monday to Friday or if out of hours the Emergency Duty Team (EDT) on 0845 0500148.

In cases where an allegation of abuse or neglect has been made against an employee then the Provider organisation is responsible for managing further potential harm and must consider suspending the employee or changing their duties until such time as the Safeguarding Enquiry is complete.

The Provider will ensure that all staff receive training on the St Helens Multi Agency Safeguarding Adults Policy, Procedures and Good Practice Guidelines (Edition - April 2015) This training must be delivered in accordance with individuals job role and responsibilities. This training should be delivered as part of the staff Induction programme.

Providers must participate in any Safeguarding Adult investigations as directed by the Enquiry Manager of Safeguarding Co-ordinator within People’s Services. This can include attendance at Strategy and Implementation, Monitoring and Closure meetings. Where the Providers Disciplinary procedures are deemed to be the appropriate route to deal with the alleged perpetrator ongoing feedback to the Investigating Care Manager within People’s Services is required.

The Provider must demonstrate a proactive approach to Safeguarding Adults and Safeguarding Children and Young People. This will be evidenced through a range of robust policies and procedures that minimize the potential for abuse, and embed understanding and responsibility throughout.

**3.2 RISK MANAGEMENT**

* The Care Manager shall inform the Provider of any potential risks in delivering the service to specific Service Users.
* The Provider shall undertake recorded risk assessments and formulate Provider Support Plans to manage risks in the performance of the Service.
* The Provider shall ensure that all it’s risk assessments and Provider Support Plans to manage risk are made available to the Care Manager.
* The Provider must ensure that staff are trained and assessed as competent in performing all tasks they are asked to complete as part of the support provided to Service Users.
* The Provider must ensure the required number of care workers are allocated to deliver the care tasks required in accordance with the Risk Assessment.
* The Provider staff must not work privately to deliver services covered by this contract to Council Service Users.
* The Provider shall use Electronic Monitoring Systems, or suitable manual system effectively to ensure there are no missed calls and to monitor late and/or early calls and the duration of calls.
* The Provider shall ensure care workers are aware of the name of the Service Users G.P. Whenever a Service User asks for medical attention or appears unwell and is unable to make such a request, the care worker shall contact the Service Users G.P immediately.
* Provider staff shall not give medical consent to treatment on a Service User’s behalf.
* Provider staff shall contact the Care Manager where they identify that Service User is at significant risk of poor nutrition or dehydration.
* The Provider staff shall not become involved in the financial affairs of the Service Users or their Carers. This includes being a beneficiary in money or in kind under the will of a Service User or their carer, neither should they act as a witness to the will or be a named executor.
* Under no circumstances should Provider staff have direct access to Personal Identity Numbers for access to Bank Accounts, Building Society, Post Office Pension or similar accounts for Service Users
* The Provider will ensure there are appropriate arrangements for gaining access to Service User homes. The provider will ensure the security numbers of key safes will be kept confidential and only disclosed to employers who have a legitimate reason for holding the code. The provider will have a written policy around the confidentiality of key safe codes and care staff holding keys.
* The Provider should only hold Service Users household keys in exceptional circumstances such as a sudden deterioration in health until alternative access arrangements can be arranged. This arrangement must be with the explicit written consent of the Service User in conjunction with their relative carer and agreed by the Care Manager.
* Provider Staff must not under any circumstances enter a Service Users property when they are in hospital, or otherwise away from the premises without the explicit permission of the Service User, relative carer or Care Manager. This permission should be in writing where possible
* In the event that there is a loss of keys by Provider staff, the costs and provision of replacements or replacement of locks where deemed necessary will be the responsibility of the Provider. The provider is liable to reimburse the service user for any associated cost incurred by the loss of keys.

**3.3. BEHAVIOUR THAT CHALLENGES SERVICES**

Where a Provider offers a care service to Service Users whose behaviour is challenging, the Provider will have an effective policy and procedures in place, which are understood and followed by all staff. Staff will be made aware of these as part of their induction. It is anticipated that case-by-case training may be required for certain services.

Where Service Users may present behaviour that challenges it is essential that a risk assessment is undertaken to be able to evaluate the potential for harm to Service Users and staff. This should be done in partnership with the People’s Services Department and other agencies involved, so a clear and consistent approach is adopted and a procedure set in place to respond to such behaviour, taking into account information in the Service User’s care Plan. All actions and procedures should be listed in the Service User’s notes.

Staff will have an understanding of Service User’s emotional and physical needs. They will be aware of warning signs and “trigger” points, which result in particular behaviour. Staff will have skills in anticipating, diverting or diffusing challenging incidents. Staff will have appropriate listening skills and be familiar with strategies, which enable them to minimize challenging behaviour.

The Provider must maintain detailed records that evidence when any de-escalation techniques or interventions have been used.

**3.4. URGENT NOTIFICATIONS**

The Provider shall notify the Care Manager by telephone, same day or within next working day if any of the following occur:

* Death of a Service User.
* Significant events that affect the well-being of the Service User such as accident, personal injury, death of partner or close family relative.
* A sudden deterioration in a Service Users condition necessitating the need for an urgent review.
* Any unusual or unexpected challenging behaviour by the Service User whether verbal, physical or sexual
* If the Service User has an unplanned emergency admission to hospital.
* If there are circumstances where a Service User appears in need of medical attention but refuses to seek help.
* Deterioration of a Service Users condition over a longer period necessitating the need for a review e.g questionable mental capacity, diminishing mobility etc.
* If the Service User or relative carer refuses to grant access or receive the planned service.
* If a care worker is unable to gain access to the Service Users home. The Provider will be expected to exhaust it’s own procedures before contacting the Care Manager or Emergency Duty Team.
* If the care worker identifies any potentially hazardous situation in the Service Users home, immediate risk must be minimised prior to reporting to the Care Manager. This is to include issues related to problems with heating systems or utility supplies to the property.
* Where risks are identified that do not stem from abuse, for example risk from fire, alcohol, self-neglect, increasing frailty.

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| **4. WORFORCE MANAGEMENT: POLICIES AND PROCEDURES** |

**4.1 RECRUITMENT AND SELECTION**

The Provider must follow recruitment procedures in accordance with the Health & Social Care Act 2008 (Regulated Activities) Regulations 2010

All staff recruited have been subject to rigorous recruitment processes including relevant checks such as Disclosure and Barring Service (DBS) to check that the care worker is not barred.

Staff are only allowed to commence employment after a full and satisfactory DBS clearance has been received.

Only staff that are directly employed by the Provider may be used to deliver Services to the Council’s Service Users.

Identification must be carried by Provider staff at all times and must show:

* A photograph of the staff member
* The name and signature of the staff member
* The name of the Provider and a telephone number that can be used to verify this information.
* Expiry date.

Should the Provider have reason to refer an employee to the Disclosure and Barring Service (DBS) then they must comply with the DBS reporting procedures..

Recruitment and selection policies must aim to eliminate discrimination in recruitment procedures.

It is imperative that when considering offering candidates a position, that any gaps in employment history are fully explored at interview and through reference. It is also essential that reference checks are followed up and can be evidenced as such on the personnel file.

The Provider must comply with the requirements of any equalities legislation and keep themselves up to date on any subsequent amendments to equality legislation.

The Provider will employ sufficient numbers of suitably qualified staff to enable it to carry out the service and continue to meet demand.

All staff will have written terms of conditions of employment and a job description.

**4.2 SUPERVISION AND APPRAISAL**

All members of the Provider’s staff should receive planned and structured supervision and appraisal as outlined in the Health & Social Care Act 2008 (Regulated Activities) Regulations 2010.

Supervision procedures should also include the requirement for supervisory staff to undertake observed practice of care workers on a regular basis.

Managers should take time to know their staff team; a respected team makes for a good service. Knowing your team gives managers insight into which carers are best suited to deliver certain practices.

The providers’ premises must have adequate facilities to support and supervise staff individually in private.

**4.3 DISCIPLINARY PROCEDURES**

The Provider must have robust disciplinary procedures in place that will safeguard vulnerable adults. The Provider will ensure that staff records show that appropriate action is taken where a member of staff has breached/ not followed Policies and procedures.

Written guidance must be provided to all staff, which explicitly states that staff are not allowed to:

* Act as appointees
* Act as executors or witness to the service users will or other legal documents
* Borrow from or loan money to the service user
* Receive money or any gifts from the service user without informing his/her manger; as a guide it is acceptable for care workers to receive small token gifts from a service user, e.g. at Christmas or where refusal would particularly offend. The reporting of such gifts is essential and must be recorded by the manager/ supervisor.
* Use the service users phone to make or receive calls except for urgent calls relating to the service users welfare or for the purpose of electronic monitoring.
* Take members of their own family or friends to the service users home.

**4.4 CONFIDENTIAL REPORTING / WHISTLE BLOWING**

The Provider must operate a policy on confidential reporting and whistle blowing. The Council’s Confidential Reporting Policy also covers suppliers and those providing a service under a Contract with the Council. The Provider must adhere to the Council Policy and ensure that its' staff are issued with a copy.

A Confidential Reporting Policy is intended to encourage and enable staff to raise serious concerns within their organisation rather than overlooking a problem.

Staff raising any issues must feel reassured that these concerns will be dealt with in confidence, where possible, and without fear of victimisation, subsequent discrimination or disadvantage.

**4.5 FURTHER POLICIES AND PROCEDURES**

The Provider is expected to have in place policies and procedures with a person centred emphasis including:

* Support planning including risk assessment and mental capacity
* Case review
* Financial Protection Procedures

The Provider is expected to have in place policies and procedures which promote feedback of Service User experience.

* Confidential Policy / Data Protection / Caldicott
* Retention of Files
* Confidential Waste Procedures
* Compliments, Concerns and Complaints Procedures
* Record Keeping

The Provider is expected to have in place policies and procedures which ensure safe and appropriate working practices including:

* Lifting and moving
* Infection prevention and control
* Control of Substances Hazardous to Health
* Lone working
* Staffing levels
* Workload management
* Identification of environmental risks including Fire Safety
* Medication
* Conduct and appearance/dress
* Safeguarding

**4.6 RECORD KEEPING**

The Provider will maintain all the records required for the protection of Service Users and the efficient running of the business for the requisite length of time.

Records will be secure, up to date and in good order and are constructed, maintained and used in accordance with the Data Protection Act 1998, Caldicott principles and other statutory requirements.

Service Users with capacity must be aware of the data held about them and consent to this information being held and to whom it is available.

Service Users or their representatives should have access to their records and information held about them by the Provider and is facilitated in obtaining access when necessary.

Following an assessment the Care Manager will issue the Service User with a Single Assessment Process (SAP) record file. This file contains all relevant personal data in relation to the Service Users assessment and Care Plan. Information contained within this file should not be removed by the Provider without the express permission of the Service User.

**4.7 STAFF TRAINING**

The Provider must comply with training requirements in accordance with the Health & Social Care Act 2008 (Regulated Activities) Regulations 2010.

The Provider shall have a Training Policy and a Training Programme, which demonstrates a commitment to support training opportunities and maintenance of professional knowledge and competence.

All staff should receive Induction Training to meet Skills for Care Common Induction Standards.

Following the completion of their Induction period (max 12 week period) all staff should receive a ‘Certificate of successful completion’ issued by the Provider.

Following the Induction period all staff should have the opportunity to access and achieve Health & Social Care Diplomas level 2 onwards dependant upon their role within the Provider organisation.

All staff should have training and qualifications that satisfy the learning outcomes advised by Skills for Care and a programme must be in place to deliver refresher training on an annual/regular basis.

The Provider will maintain accurate and up to date training records and these must be made available for quality monitoring purposes.

**4.7.1 ESSENTIAL TRAINING**

Training prior to commencement of duties should include, but not be restricted to, the following elements:

* Induction for Health and Social Care Workers, Care Certificate
* The role of the social care & health worker
* Person Centred Support.
* Dignity in Care (Provider **must** evidence that this has been undertaken)
* The concepts and principles of promoting independence
* Equality and Inclusion
* A basic introduction to physical and mental health conditions
* Providing personal care and continence management
* Client Handling and Falls Prevention
* Principles of and undertaking Risk Assessments (appropriate to job role)
* Health and Safety issues in an Adult Social Care Setting
* Safety in the Home (incl Fire Safety)
* Lone working and assessing risk to personal safety
* Medicines Management
* Infection prevention and control (incl HIV and Hepatitis B awareness)
* Tissue Viability (Skin care) and pressure area awareness.
* Nutrition and hydration awareness
* Food hygiene
* Safe use of equipment (hoists/ profile beds etc) and manual handling
* Code of Conduct and Customer Care
* Communicating Effectively (incl record keeping)
* Complaints Procedures
* Data Protection and Caldicott principles
* Dealing with emergencies and basic first aid procedures.
* Emergency Reporting Procedures
* St Helens Multi Agency Adults / Children Safeguarding procedures
* Mental Capacity Act 2005
* Managing Challenging Behaviour

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| **OUTCOME 5**  **Maintaining personal dignity and respect**:  Services will be sensitive to personal beliefs and preferences and will respect confidentiality, helping to preserve dignity at all times. |

**4.8 DIGNITY STANDARDS**

Providers will deliver a high quality services that respect people's dignity including but not limited to:

* 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 relative carers as care partners
* Assist people to maintain confidence and a positive self-esteem.
* Act to alleviate people’s loneliness and isolation.

Service Users should experience care and support that focuses upon respect

* Attitude and Behaviours – Service Users and relative carers should feel that they matter all of the time.
* Personal Identity – Service Users should experience care and support that encompasses their values, beliefs and personal relationships.
* Personal Boundaries – Service Users personal space is respected and protected by staff.
* Communication – Service Users and Carers should experience effective communication with staff, which respects their individuality.
* Confidentiality – Service Users should experience care that maintains their confidentiality
* Privacy, Dignity and Modesty – Care and support should be provided in such away that their ensures their privacy and dignity and protects their modesty.

**4.9 CUSTOMER CARE**

All Provider staff will be issued with a ‘Code of Conduct’ that describes the standards of professional conduct and practice required of care workers. This code must reflect good practice and be met by all workers.

The Code will cover the following:

* Provider staff will ensure that Service User and relative carer/family member enquiries are dealt with in a positive and professional manner at all times.
* Care Workers should always tell the Service User what they are doing and what will happen next.
* Care workers must not speak to the media about Service Users OR speak casually in public about service users OR make reference directly or indirectly to any service users via any form of social media
* Any discussions held about a Service User’s personal care and other sensitive matters must be held in private.
* Care Workers should maintain good eye contact and use positive body language to show Service Users they are listening
* Service Users and Carer/family members should always be addressed in a professional manner by using their preferred form of address, and not words such as ‘love’ or ‘mate’.
* Care Workers must not argue with Service Users and Carers/family members and will at all times maintain a positive attitude to them and their situation.
* Care Workers must be aware of Providers protocol for conflict situations and be prepared to seek assistance from their manager when necessary.
* Care Workers must be aware of the appropriate standards of appearance and dress.

**4.10 CONTINUITY OF CARE**

The Provider shall match the requirements of the Service User with the most suitable care workers.

Providers shall make it a clear and acceptable aspect of care workers’ tasks to support Service Users in fulfilling their emotional and social needs. Care workers shall spend time talking to Service Users, relating to them, and understanding their lives.

The Provider will ensure there is continuity in relation to the care worker who provides the service to each Service User. Care workers will only be changed for legitimate reasons e.g

* Sickness, annual leave, training or worker leaving the organisation
* The needs of the Service User have changed and the usual care worker does not have the necessary skills to provide the service.
* The usual care worker is unavailable for changed times or additional hours
* The Service User requests a change of care worker.

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| **OUTCOME 6**  **Making a positive contribution:**  Service Users who use the Service are encouraged to participate fully in their community and feel that their contribution is valued equally with other people. |

The Provider shall assist the Service User to live as independently as possible in their community.

The Provider will ensure that the Service User continues to be part of the community around them. This may be achieved by ensuring that the Service User continues to do activities including shopping, visiting their GP, and attending social occasions or other regular activities.

**4.11 NOTIFICATION OF CHANGES – COMMUNICATION WITH THE SERVICE USER**

The Provider shall notify the Service User if the care worker is going to arrive more than 30 minutes before or after the time agreed in the Support Plan.

The Provider shall notify the Service User, in advance wherever possible, if there is to be a change in the usual care worker. The Provider will ensure that when alternative care workers are assigned to a Service User they have been briefed on and have received appropriate training to deliver the care and support required to meet the Service Users needs and intended outcomes.

The Service User will receive up to date information from the Provider regarding times of visits and name of the care worker(s) who will be visiting. The Provider will ensure that the information is received by the Service Users in a timely manner.

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| **OUTCOME 7**  **Economic wellbeing**:  Service Users are not disadvantaged financially and have access to economic opportunity and appropriate resources to achieve this. |

**4.12 FINANCIAL PROTECTION**

The Provider will have an effective Financial Protection Policy and Procedure in place that staff are aware of and follow.

Care workers must exercise due care in handling Service Users’ money. Any money handled due to support with the collection of benefits, purchase of shopping or payment of bills must be accounted for with the Service User at the time. A record signed and dated by the care worker must be kept to account to the Service User, and their relative carer.

Any handling of Service User’s money must be covered in the care plan for that individual.

**4.13 FINANCIAL ADMINISTRATION**

The Provider shall utilise the Electronic Monitoring System, or suitable manual system to accurately record the **actual** time spent with the Service User.

Providers must ensure that they submit invoicing schedules taken from their Electronic Monitoring System, or suitable manual system for actual delivered care hours. This is important to ensure that Service Users receive the required amount of care and support, that Service Users are charged the correct amount, for monitoring the activity of Providers and in monitoring the budgets required for individual Service Users.

Please refer to Appendix 5 ; Electronic File Submissions – invoicing requirements.

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| **5. QUALITY ASSURANCE** |
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**5.1 MONITORING**

The Council will regularly monitor the performance of this Contract and the Provider will be expected to provide all reasonable assistance to the Officer(s) of the Council during the monitoring process.

The Provider shall allow the Council’s authorised Officers access to their premises at any reasonable time to facilitate performance monitoring.

Therefore a suitable office must be established that offers easy access for all staff, council officers and members of the public who have a legitimate reason for visiting the premises.   
  
The Council reserves the right to visit the Provider offices at any reasonable time ***without giving notice.***

The Council reserves the right to directly obtain the views of Service users regarding the performance of the Provider.  
  
The Council reserves the right to directly obtain the views of Provider staff and to observe the Service provided at the point of delivery ***without giving notice***.  
   
The Provider shall maintain an effective internal quality assurance system to ensure that the Service is of the required standard and quality. The system shall include standard setting, monitoring management and review processes. The Provider shall give the Council clear evidence of its quality assurance system.

The Provider will keep records that ensure they can demonstrate their performance under this Contract. Records will show resource inputs, organisational processes and outcomes related to the Service and Service Users.

The Provider shall carry out periodic surveys of service user level of satisfaction. This will be done at least annually and results are to be shared with the Council as part of the quality monitoring process.

* The assessment of Provider performance will be a continuous theme but will be formally assessed through:
* Quality Monitoring Audit completed by the Councils Quality Monitoring Unit every 24 months
* Monitoring of Local Performance Indicators – See section 6

Performance will also be assessed by the department against Service User outcomes, which will be monitored through:

* Care Management Reviews  
    
   and
* Case focused investigations into Expressions of Concern / Quality Concern  
    
   and
* An evaluation of responses to questions asked in spot check visits to service users homes.

When an Officer of the Council generates a quality monitoring report regarding the individual Providers performance, a copy will be given to the Provider.

The Council will provide feedback to the Provider regarding the outcome of its monitoring with Service Users.

Where there are indications of a performance failure the Council will formalise an agreement with the Provider. This may include an improvement plan and timescale for corrective action.

**5.1.1 EQUALITY MONITORING**

Providers must ensure compliance with Clause 9.0 Schedule A at all times and provide such information as the Council may reasonably require for the purposes of assessing Provider compliance.

**5.1.2 CARE QUALITY COMMISSION**

The Provider shall comply at all times with the requirements and regulations of the Care Quality Commission (CQC). The Provider shall supply to the Council details of any notices issued to them by CQC.

The Provider will make available to the Council, upon request, copies of any Regulatory reports including those that have not yet been released to the public.

**5.1.3 SHARING OF QUALITY DATA**

The People’s Services Department and the CQC have open and transparent dealings with each other, which will result in them routinely sharing information about the standard of care of domiciliary care providers. The CQC and People’s Services will work in partnership to improve the services provided.

The People’s Services Department may also share appropriate information regarding the standard of domiciliary care being provided with other internal and external partner agencies that have an interest in improving the quality of care i.e. CCG, other councils, Supporting People and Healthwatch.

**5.1.4 ELECTRONIC MONITORING (TIER 1)**

The Provider will be required to have an electronic monitoring system in place at the commencement of the Contract.

The system must integrate effectively with the Provider rostering system. The system will be used to effectively monitor service delivery ‘ in real time’. All Providers will give real time access to their Electronic Monitoring system to designated St.Helens Council Officers in order that they are able to view service user visit information and run various activity reports. The level of access to their Electronic Monitoring system will be agreed with each Provider.

The Provider must have an identified resource to monitor ‘real time alerts’ in particularly when the service operates outside of normal office working hours.

Where the Provider is using a landline based system and the service user refuses its use or it is unable to be used, then an alternative monitoring procedure must be put in place e.g timesheets recording the actual time of service delivery.

In addition to the above, manual entries of actual service time delivery must be entered onto the electronic monitoring system for audit purposes.

The Provider will supply the Council with performance data from Electronic Monitoring Systems, which will include:

* Statistics of missed calls or late calls (missed calls are also defined as calls more than sixty minutes later than planned)
* Information on call duration: planned call time v actual call time
* Continuity of care: number of workers delivering care to individual Service Users
* Real time automated alerts activity: these must be set in accordance with agreed People’s Services risk level criteria and service user needs.

Further information on Electronic Monitoring Functionality Requirements and Electronic Monitoring Performance Reporting is available in Appendix 7

**5.2 CONCERNS, COMPLIMENTS & COMPLAINTS**

**5.2.1 Expressions of Concern / Quality Concern**

An Expression of Concern is used to express dissatisfaction about service provision; it is a separate procedure to the Council’s Complaints Procedure.

Care Management, relative carers, other professional staff, in the course of their work with service users and providers of care may receive, witness or obtain verbal or written information, which may give cause for concern. Once aware of the concern the Care Manager is required to complete a standardised ‘Expression of Concern’ form to be forwarded to the Quality Monitoring Unit as part of the overall quality monitoring process.

The Quality Monitoring Unit will offer the Provider the opportunity to investigate the issues of concern being raised. In return, Providers should respond promptly and courteously to all ‘Expressions of Concern’ and record them in their Complaints log, with outcomes being made available to the Quality Monitoring Unit for quality monitoring purposes.

If there is any concern about service user safety arising from the Provider investigation, the Quality Monitoring Unit will inform the Provider that they intend to conduct their own investigation. Where an Expression of Concern (EOC) becomes a safeguarding issue then the EOC is suspended and the issue will be investigated under Adult Safeguarding Procedures.

The Quality Monitoring Unit will also intervene and conduct their own investigation if they feel that the provider’s investigations are inadequate or incomplete.

The Council shall ensure that the Service User has access to the People’s Services Department’s complaints procedure.   
   
The Departments Quality Monitoring Unit is responsible for the overall management and monitoring of Expressions of Concern.

**5.2.2 COMPLAINTS AND COMPLIMENTS**

The provider must have a complaints policy that conforms to the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009. A copy of the provider policy shall be made available on request.

The Provider shall give a copy of their complaints procedure to each Service User or their relative or carer, in a format appropriate to the Service Users communication needs.

The Provider shall make clear that service users can complain directly to them, to the Council, or to CQC (Care Quality Commission). Telephone numbers and addresses for each of these shall be included in the procedure.

The Provider shall ensure that their employees fully understand the complaints procedure.

Any complaints received must be dealt with in a prompt, efficient and courteous manner.

The provider will maintain a log of complaints, concerns, compliments and suggestions, which will be available to the council at any time, showing:

* The date the complaint/concern/compliment/suggestion is received.
* The name and address of the service user and / or complainant
* The equality profile of the service user.
* The nature of the complaint/concern/compliment or suggestion.
* Outcome of any investigation into a complaint/concern
* Details of any action taken to improve services

Where a service user has complained directly to the Provider, the Provider must make it clear that a complaint can be referred to, either the Council, CQC or the Local Government Ombudsman if the Service User is dissatisfied with the outcome of the Provider’s investigation.

The Provider shall make available to the Council, on request, a summary of the number and type of complaints and their resulting outcomes and/or the log of complaints.

|  |
| --- |
| **6. PERFORMANCE MONITORING - KEY PERFORMANCE INDICATORS** |

**Providers will be measured against the following performance standards.**

|  |  |
| --- | --- |
| **These KPI’s give an overarching view of the quality of social care provision provided to service users of domiciliary care.**  **It is based on the outcome domain, social care-related quality of life identified in the Adult Social Care Outcomes Framework 15/16 and Contractual Performance Standards.** | |
| **SERVICE USER EXPERIENCE** | |
| **Quality of Life** | |
| **KPI** | **OUTCOME 1** |
| KPI 1.0 | * Do service users feel involved in the creation and decisions made for their own care & support plan? |
| KPI 1.1 | * Do care worker/s arrive at a time that has been agreed with the service user or their family? |
| KPI 1.2 | * Do care worker/s rush when delivering care? |
| KPI 1.3 | * Are service users happy with the number of care worker/s providing their care? |
| KPI 1.4 | * Does the DCA let the service user or their family know when their regular care worker is absent? |
| KPI 1.5 | * Does the DCA let the service user or their family know if their care worker/s are running late? |
| KPI 1.6 | * Do care workers do all they can to support service users independence? |
| KPI 1.7 | * Do care workers support service users to have a nutritious, well balanced diet? |
| KPI 1.8 | * Do care workers support service users to feel clean and comfortable? |
| KPI 1.9 | * Do care workers deliver service users personal care in a way that is acceptable to them? |
| KPI 1.10 | * Do service users feel safe with their care worker/s? |
| KPI 1.11 | * Do care workers secure service users homes when leaving? |
| KPI 1.12 | * Do service users know how to make a compliment or complaint? |
| KPI 1.13 | * Have service users ever had to make a compliment or complaint to their DCA? |

| **Maintaining Dignity and Respect** | |
| --- | --- |
| **KPI** | **OUTCOME 2** |
| KPI 2.0 | * Do care workers treat service users with dignity and respect? |
| KPI 2.1 | * Do care workers listen to service users? |
| KPI 2.2 | * Do care workers give service users privacy when they require it? |
| KPI 2.3 | * Do care workers support service users to meet their spiritual, religious or faith needs, if it is important to them? |
| KPI 2.4 | * Are care workers polite and responsive to service users needs? |
| KPI 2.5 | * Are the DCA’s Office staff polite and responsive on the telephone? |
| KPI 2.6 | * Do service users feel able to ask care workers for changes in the way their care is provided? |

| **Improving Quality of Life** | |
| --- | --- |
| **KPI** | **OUTCOME 3** |
| KPI 3.0 | * Do care workers support service users to access health services when they need them? |
| KPI 3.1 | * Do service users feel that their social care needs are met by the Domiciliary Care Service provided? |
| KPI 3.2 | * Do service users feel that their Domiciliary Care Service helps improves their quality of life? |
| KPI 3.3 | * Do service users feel that their Domiciliary Care Service can be improved? |
| KPI 3.4 | * Overall satisfaction of service users with their Domiciliary Care Service |

| **PROVIDER OPERATIONAL MANAGEMENT** | |
| --- | --- |
| **Quality Assurance** | |
| **KPI** | **OUTCOME 4** |
| KPI 4.0 | * The Provider has a clear staffing structure in place and has adequate staff to meet the requirements of the Contract Agreement |
| KPI 4.1 | * The planning of care workers rotas is completed efficiently and rotas include travel time between care visits |
| KPI 4.2 | * Out of Hours and Lone Working procedures are in place |
| KPI 4.3 | * The Provider has its own Quality Assurance Systems in place |
| KPI 4.4 | * The Provider has its own Training and Staff Development Plan in place that meet the requirements of this Contract Agreement and Skills for Care |
| KPI 4.5 | * The Provider has its own Supervision and Appraisal procedure in place that meet the requirements of this Contract Agreement and CQC Standards |
| KPI 4.6 | * The Provider has good communication systems in place all key stakeholders (i.e, service users, families, care workers, health/care professionals) |
| KPI 4.7 | * The Provider has a robust Compliment / Complaints procedure in place, which is provided to all service users and any service improvements resulting from complaints and/or Quality Concerns are acted upon |
| KPI 4.8 | * The Provider knows how report an Adult Safeguarding through the St Helens Multi-Agency Safeguarding Procedures and this is communicated to all staff |

| **Management of Delivery of Care and Care Planning** | |
| --- | --- |
| **KPI** | **OUTCOME 5** |
| KPI 5.0 | * All service users have a care plan file in place that is structured to meet their assessed social care need |
| KPI 5.1 | * The Provider has robust and clear care planning processes in place and that care plans are person-centred, outcome focused, safeguards the service user and meets their assessed social care need |
| KPI 5.2 | * The Provider has robust and clear risk assessment procedure in place that identifies and minimises associated risks to safeguard service users |
| KPI 5.4 | * The Providers communication records, MAR Sheets and care plan documents are completed/recorded clearly and accurately |

| **Workforce Management** | |
| --- | --- |
| **KPI** | **OUTCOME 6** |
| KPI 6.0 | * Providers will ensure that they have robust workforce management policies and procedures in place that safeguard service users |
| KPI 6.1 | * Providers will ensure that care workers receive appropriate training in accordance with the requirements of this Contract Agreement and Skills for Care Standards |
| KPI 6.2 | * Providers operate a rigorous recruitment process that meets the requirements of this Contract Agreement |

| **Business Management** | |
| --- | --- |
| **KPI** | **OUTCOME 7** |
| KPI 7.0 | * The Provider will submit appropriate and timely invoices in accordance with the invoicing schedule |
| KPI 7.1 | * The Provider will submit payment schedules for actual delivered care hours |
| KPI 7.2 | * The Provider will have robust Business Continuity Plans in place, which will include contingency arrangements for times when, potentially, they have a depleted workforce to ensure the operational business is not affected |
| KPI 7.3 | * The Provider will measure its own staff turnover and put measures in place to ensure that they have adequate staff resources to cover the commissioned Domiciliary Care hours |

| **Electronic Monitoring - Performance Management – Tier 1 Providers only** | |
| --- | --- |
| **KPI** | **OUTCOME 8** |
| KPI 8.0 | * The Provider will submit every Wednesday, via email, a weekly electronic monitoring activity report, which will identify all care calls from the previous week Monday through to Sunday   (email: [iou@sthelens.gov.uk](mailto:iou@sthelens.gov.uk))  ***The format of this report can be found on Appendix 7***  Performance Standards: Electronic Monitoring Data   * Real Time Alerts are applied to the service user record using a Contractual Risk Criteria * Reliability of care worker arrival times against the time planned on their rota giving a threshold of 30 minutes either side (early / late) of the planned care visit time * 75% or above compliance for all care visits (logged In and Out) by the care worker |
| KPI 8.1 | The Provider will submit a monthly Continuity of Care Report, via email, which will identify whether the following Continuity Standards have been met. (email: iou@sthelens.gov.uk)  Performance Standards: Target Continuity of Care:   * Between 1 and 3 visits per week = 2 care workers * Between 4 and 7 visits per week = 3 care workers * Between 8 and 14 visits per week = 5 care workers * Between 15 and 21 visits per week = 6 care workers * Between 22 and 29 visits per week = 8 care workers * 30+ visits per week = 10 care workers   *If a care visit is completed by 2 care workers then this is classified as 2 care visits*  ***The format of this report can be found on Appendix 7*** |

**SCHEDULE B – SERVICE SPECIFICATION Appendix 1**

**GLOSSARY OF TERMS USED**

**This list of terms appearing in this contract relating to the purchase of domiciliary care services have the following meanings.**

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Advocate** | Is someone who speaks on behalf of the service user, this may be a carer, friend, interpreter or someone especially engaged to act as an advocate |
| **Agreement** | Is the Council’s written agreement with a Provider whereby the Provider agrees to the terms and specifications that govern the provision of a service to one or more of the Council’s service users |
| **Aids to Daily Living** | Self-help devices that assist people with disabilities in daily living activities such as dressing, personal hygiene, bathing, home maintenance, cooking, eating, etc. |
|  |  |
| **Assistive Technology** | Assistive technology products enable people with disabilities to accomplish daily living tasks, assist them in communication, education, work or recreation activities, in essence, help them achieve greater independence and enhance their quality of life. This includes telecare sensors. |
| **Brokering** | Is the process used to arrange a care package between the Care Manager and the Provider. |
| **Business Continuity Planning** | Is a way of determining how the Provider Organsiation will be maintained in the event of a major crisis. |
| **Capacity** | The ability of individuals to make rational thoughts and decisions. |
| **Care Manager** | Is an employee of the Council who is responsible for assessing service user needs, and arranging services to meet those needs as recorded in the Care Plan. |
| **Care Plan** | A written statement produced by the Care Manager, regularly updated and agreed by all parties. It sets out the social care and support that the Service User requires, in order to achieve specific outcomes and meet the particular needs of the Service User. |
| **Care Worker** | Is the member of the Providers staff who delivers the service directly to the service user |
| **Carer** | Is a relative or friend who has the prime responsibility for ensuring the day to day welfare of the service user |
|  |  |
| **Contract** | Is the Articles of Agreement, Schedules A, B & C, the service users individual Care Plan |
|  |  |
|  |  |
| **Contract Review Date** | Shall be each anniversary of the date of commencement of this Contract, for the Contract period, unless agreed otherwise by both Parties |
| **CQC** | Care Quality Commission is the regulatory body for domiciliary care agencies (and care homes) governing the provision of care services |
| **Department** | This refers to the People’s Services Department of St Helens Council |
| **Domiciliary Care** | The provision of care services in the service users own home, in accordance with the Contract, the Specifications and the individuals Care Plan. |
| **Electronic Monitoring System** | Is an electronic system monitoring service delivery in ‘real time’ Electronic monitoring ensure that services are being provided as required.  Care workers are monitored via this system as they undertake daily schedule of visits. |
| **Expression of Concern** | An expression of concern is a process used by the Department for people to express dissatisfaction about service provision. It is a separate procedure to the Council’s Complaints procedure. Monitoring of expressions of concern form part of the Departments quality monitoring processes. |
| **Outcome Focussed** | An outcome is the impact, effect or consequence of help received on the Service User. The aim of an outcome focussed approach is to shift the focus from activities to results. |
| **Parties** | Means St. Helens Council and the Contractor and the word ‘Party’ shall be construed accordingly |
| **Person Centred Planning** | Is the process of putting the service user and their family/representative at the heart of the decision making process, ensuring personal outcomes for all service users |
| **Provider** | The organisation providing the commissioned service to service users on behalf of St. Helens Council and to whom this Contract has been issued |
| **Secondary Dispensing** | Is when medication is removed from the labelled original container and put into another container |
| **Service** | Is domiciliary and personal care service provided in accordance with the terms of this Contract |
| **Service User** | Is the individual assessed by the Council as requiring domiciliary support and assistance. |
| **Specification** | Is the service to be provided in accordance with the Schedule B of this Agreement |
| **Staff** | Is **any** member of the Provider’s staff and shall include all persons engaged, employed or appointed by the Provider in the performance of the service |
| **Support Plan** | Is the plan developed by the Provider to meet the service users outcomes specified in the Care Management Care Plan |
| **The Council** | St. Helens Council |
| **Unit Price** | Is the Providers’s tendered price that has been accepted by the Council. |

**SCHEDULE B – SERVICE SPECIFICATION Appendix 2**

**THE RANGE OF PROVISION FOR DOMICILIARY HOME CARE SERVICES**

Support should be delivered in a way that promotes and maintains independence and could include a range of activities such as but not limited to:

**Personal Care**

* Assisting the Service User to get up or go to bed.
* Assisting the Service User in moving and transferring as required e.g. moving to a sitting position in bed, transferring from bed to wheelchair, transferring from bed to commode/toilet, transferring from chair to bed.

(As per moving and handling procedures / training)

* Washing, showering, bathing, including cleaning as a result of incontinence.
* Dressing and undressing, including fitting callipers and surgical aids (e.g. specialised corsetry, trusses) and prostheses.
* Assisting user in changing catheter bags.
* Assisting user with toileting taking into account Health and Safety legislation.
* Preparation for attendance at appointments.
* Washing as a result of continence, cleaning and safe disposal of waste.
* Contributing to social rehabilitation or teaching programmes described within Care Plans (such as promotion of independent living).

**N.B Personal Care must not include any form of Nursing Care, for example,**

* Giving intravenous/intramuscular injections
* Ear syringing
* Cleaning ears with cotton buds
* Pressure sore dressings
* Leg ulcer dressings
* Changing catheters
* Giving enemas or suppositories or manual evacuation
* Any form of ‘invasive’, aseptic, or similar treatment

**Health Care**

**Direct responsibility for a service user’s health care must always remain with the Health Service.** The Provider must be clear where the boundaries lie between the Service and Nursing Care and must not undertake Health tasks outside of the Specification.

**Assisting with Service User’s health needs**

* Assisting Service User’s handling of medication, ear or eye drops. However post-op eye conditions must be supervised by a District Nurse
* General assistance and recording the self-administration of prescribed medication as per the Providers Medication Policy.
* Support with and/or administration of medication as per the Providers Medication Policy.
* External application of prescribed ointments and skin patches to unbroken skin. Preventative application of prescribed or non-prescribed creams / ointments to unbroken skin following personal cleaning.
* Assisting users with dry dressings (i.e. not open wounds or expert strapping).
* When the Service User’s care plan clearly states ‘prompting’ or ‘supervision’ with medication, the medication must be blister packed by the Service Users chosen pharmacist. This will have clear dispensing instructions on each dosage. If the blister pack has been damaged or opened by any other person the care worker will contact their Manager before the service user takes medication.
* Constantly monitoring physical/ mental health condition and circumstances of service user

**Food and Nutrition**

* Menu planning as part of planned programme to promote independence
* Preparation of food including hot meals and dealing with dietary needs, including health-related needs (e.g. diabetes)
* Assistance with feeding or drinking
* Advance preparation of snacks and drinks
* Management of food stores/fridge etc as part of planned programme to promote independence
* Encourage independence in food preparation
* Monitoring of service users at risk of malnutrition and/or dehydration

**Practical Support**

* Assisting with preparation of shopping lists including management of household stores.
* Shopping
* Ordering / collecting of prescriptions
* Teaching / encouraging daily living skills / social skills
* Monitoring service user well-being
* Assisting with personal correspondence
* Domestic cleaning would normally be limited to essential hygiene requirements only. This would consist of cleaning of work surfaces and floors in kitchen, bathroom and toilet and including baths, shower trays, sinks, and basin and toilets plus cleaning of occasional spillage.
* Bed making and changing
* Emptying and cleaning commode
* Laundry
* Fire lighting and managing solid fuel
* Dealing with household refuse
* Disposal of special clinical waste as identified by the Health Authority through approved collection systems

**Financial Support**

* Explaining financial transactions to service users
* Assisting with handling money, pension collection, payment of bills etc in accordance with the Providers Financial procedures.

**Social Support**

* Accompanying the Service user to go shopping
* Support to participate in social / leisure/ cultural activities
* Support to maintain social networks and personal relationships
* Support to access education / training / employment
* Support to maintain hobbies or interests
* GP appointments etc

**SCHEDULE B – SERVICE SPECIFICATION Appendix 3**

**Domiciliary Care Services**

**Medication Administration**

**CQC Guidance**

The Service User Support Plan must explain in **detail** the exact amount of support required with the administration of a Service Users medication.   
  
The need for medication to be administered by Provider staff should be identified at the care assessment stage and recorded in the person's care/support plan.

**General Support would include the following:**

1. Verbal reminders with no supervision
2. verbal reminder with supervision
3. Manipulation of medication container;
4. Requesting repeat prescriptions from the GP;
5. Collecting medicines from the community pharmacy/dispensing GP surgery.

To the more complex support such as:   
  
**The following basic principles of medication administration must be applied where the service user requires assistance**

* Right service user
* Right Drug
* Right Time
* Right Dose
* Right Route
* Right Documentation

**Administration of medication which may include some or more of the following:-**

1. When the care worker selects and prepares medicines for immediate administration, including selection from a monitored dosage system or compliance aid;
2. When the care worker selects and measures a dose of liquid medication for the person to take;
3. When the care worker applies a medicated cream/ointment; inserts drops to ear, nose or eye; and administers inhaled medication;
4. When the care worker puts out medication for the person to take themselves at a later (prescribed) time to enable their independence.

The Provider **must** ensure that service user medication is audited on a regular basis

**Provider staff must not**

* If medication is refused for whatever reason, it should be recorded. If there is a concern that this refusal would significantly impact upon the Service Users health, the Pharmacist or GP must be notified via the manager.
* Care workers must not covertly try to dispense medication in any other way. For instance the medication must not be disguised in food.
* Non – prescribed medication: Care workers should not introduce or offer advice to service users about over-the-counter medication or complementary treatments.
* Care workers must not be involved with medication when skilled observations are required before or after administration. For example taking a pulse.
* Care workers should generally not be involved with the administration of controlled drugs, for example pethadine and morphine. This practice can **only** occur in exceptional circumstances and only if:
  + The Provider has clear procedures in place for the administration of ‘controlled drugs’
  + The requirement to administer is specifically recorded in the Service Users care plan.
  + Staff are suitably trained to do so
  + There are secure storage and robust recording mechanisms in place.
  + Line Managers monitor the administration of controlled drugs on at least two occasions per week.
  + The balance of each controlled drug is checked on each occasion of administration as well as during the usual stock checks.
* Care workers must not secondary dispense, there can be no check that the correct medication has been given, i.e. do not take medication out of a blister pack and put into another container if a service user is going to a day centre.
* Care workers must not crush tablets without checking with the pharmacist first – if a service user has difficulty swallowing there may be other more appropriate forms.
* Care workers are not permitted to give service users medicines prescribed for another individual, even if it is the same product.
* Care workers must not make any alterations to labels on medication
* Under no circumstances should care workers administer medication using specialised techniques, unless they have satisfactorily completed training and been assessed as being competent in doing so by a healthcare professional:
  + Rectal administration, e.g. suppositories, diazepam
  + Injectable drugs such as insulin
  + Administration through a PEG (percutaneous endoscopic gastromostomy)

**SCHEDULE B – SERVICE SPECIFICATION Appendix 4**

**THE LEGAL FRAMEWORK**

The provider must be aware of the following legislation as it shapes the service they provide and they must ensure that, where applicable, their organisation has in place policies and procedures and practices to meet these legislative requirements. The provider must be prepared to provide evidence of this and their use as part of the monitoring processes associated with this specification.

It is the responsibility of the provider to ensure that they comply with any new legislation that impact on the service, even if not contained on the list.

* The Care Act 2014
* Care Standards Act 2000
* The Disability Discrimination Act 1995 (*as amended by the Special Educational Needs & Disability Act 2001*)
* The Equality Act 2010
* The Health & Social Care Act 2008
* Manual Handling Operations Regulations
* COSHH regulations 2002
* Food Safety Hygiene Regs 2013
* Data Protection Act 1998
* Human Rights Act 1998
* Employment Rights Act 1996
* The Health & Safety at Work Act 1974
* Medicines Act 1968
* Mental Capacity Act 2005

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| **SCHEDULE B – SERVICE SPECIFICATION Appendix 5** | St.Helens Council |
| Service Level Agreement  Electronic File Submissions – Invoicing Requirements  St. Helens Council  Provider Name: \*\*\*\*\*\*  Date Created: \*\*\*\*\* |  |

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|  |  |
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| 1 | Introduction |
| 2 | Electronic File Provision |
| 3 | Submission Of Files |
| 4 | User Support |
| 5 | Reviews |
| 6 | Service Level Agreement Provider Acceptance |
| 7 | Appendix SLA A - IT Support Details |
| 8 | Appendix SLA B – ContrOCC Actuals Bulk Import Specification |

**1. Introduction**

This Service Level Agreement refers to the transfer of files or reports by \*\*\*\*\*\*\* , for use by St. Helens Council. It also refers to the I.T. systems that will be used to transfer this information and the support thereof.

The new care provision contracts require successful providers to supply details of:

* Details of the clients to whom they have delivered care.
* The **actual** hours delivered.
* The number of visits.
* The frustrated, missed and extra hours.

This information will be used to monitor care hours delivered to clients and will also be used to bill clients for the care they have received under the Fairer Charging Policy

\*\*\*\*\*\*\*\*\*\*\*, by means of a secure mechanism, provided by St. Helens Council, will deposit files on a weekly basis.

St. Helens Council will provide a web portal as a point of contact, allowing providers to deposit files or reports via a secure mechanism, as well as alerting St. Helens Council officers as required.

In accordance with this please refer to Appendix SLA B **“ContrOCC Actuals Bulk Import Specification”.** This document specifies the file format for actuals data that is compatible with ContrOCC. Providers will create actuals’ files in various ways but the file produced must follow this specification

Support for St. Helens Council Officers in the use of Provider systems is also detailed in this agreement.

This document will serve to clarify requirements for both \*\*\*\*\*\* and St. Helens Council.

**2. Electronic File Provision**

Notice will be given to Provider of any planned or emergency changes to agreed format.

All changes will be subject to Change Management procedures as determined by St.Helens Council Business IT Unit.

* File must be in .csv format.
* Commas must not be present in any of the data fields
* Empty data fields must still be delimited by a comma
* File Name format must be: Provider Code + Feeder + Week commencing date

e.g. for Provider A for week commencing 21st February 2016 this would be

**PAFeeder210216.csv**

Provider Codes

PA – Provider A

*N.B Provider Codes will be issued following the awarding of contracts.*

Files, which are not deposited in this format or naming conventions, will not be processed and the Provider A will be notified accordingly.

**3. Submission Of Files**

Files should be available to St.Helens Council by **Wednesday** of each contractual week.

File delivered should reflect the actual hours delivered to associated service users for the 7 (seven) days of the previous week.

Files should be deposited in the designated secure area of the **ContrOCC Provider Portal**.

Access to the portal is by declared email address and assigned password.

All users of the portal must be declared to St.Helens Council’s People’s Services Department through the Customer Finance Section.

Users of the Portal must have received and accepted training guidance and have agreed to the terms and conditions of use.

**ICT Service Desk**:

Tel: 01744 676525

Email: [itservicedesk@sthelens.gov.uk](mailto:itservicedesk@sthelens.gov.uk)

**4. User Support.**

**St.Helens Provider Portal.**

Assistance will be given to \*\*\*\*\*\* designated staff, where problems are encountered in using the Provider Portal.

Designated staff will be advised to report any faults in access to the application via the IT Service Desk on 01744 676525 or by email [itservicedesk@sthelens.gov.uk](mailto:itservicedesk@sthelens.gov.uk).

All faults / incidents logged in this way will follow the standard process for all IT Service Desk calls.

Support Details are available in Appendix SLA A.

**Provider Application.**

\*\*\*\*\* must provide support contact details to designated St. Helens Council Business IT Officer.

Designated St. Helens Council Officers will report problems encountered with \*\*\*\*\*\* application, to the St. Helens Council IT Service Desk, in the first instance.

**St. Helens Council Network.**

Calls will be analysed to ascertain whether reported problem is related to communications from St. Helens Council network to \*\*\*\*\* network.

If found to be the case, the call will be handled and resolved by St.Helens Council Business IT Unit, following the standard process for all IT Service Desk Calls.

**St. Helens Council Officer WorkStation.**

Calls will be analysed to ascertain whether reported problem is related to the workstation pertaining to the designated St. Helens Council Office.

If found to be the case, the call will be handled and resolved by St.Helens Council Business IT Unit, following the standard process for all IT Service Desk Calls.

**Other.**

Where incidents reported are found not to be related to St. Helens Council Officers in regard to network, communications or workstation, said incident will be reported to designated \*\*\*\*\*\* officer or support desk by designated St. Helens Council Business IT Officer.

**5. Reviews**

**Annual Review.**

The S.L.A covers the period \*\*\*\*\* to \*\*\*\*\*\* and will be reviewed annually, for the purposes of this document a review date of \*\*\*\*\* will be used.

The service shall be reviewed annually by St.Helens Council Business IT, designated St. Helens Council Officers, and designated \*\*\*\*\*\* officers.

The review shall:

1. Check performance against this SLA over the year
2. Review the key issues of the past performance statistics including major incidents, service trends and achievements.
3. Review outstanding matters relating to the service
4. Consider service improvement and future aspirational developments

**Service Review.**

S.L.A's will be reviewed every six months but will be re-assessed during the year to take account of any major system changes, or alternatively at the request of the designated St.Helens and \*\*\*\*\*\*\* officers.

**Change Management.**

Changes to any of the aforementioned processes must adhere to the change management processes adopted by St. Helens Council.

Changes must be agreed by consensus of St. Helens Council responsible officers, Business IT and representatives from all seven Care Providers.

In the case of a major change, the designated owner will be required to follow Prince 2 methodology as per Council standards.

Request for change must be initiated by the designated System Owner submitting such a request to Business IT via the Work Request Database.

Any work requested in this manner will be charged independently of the SLA at the designated rate for development for the financial year in question.

**6. SERVICE LEVEL AGREEMENT PROVIDER ACCEPTANCE**

PROCESS: \*\*\*\*\*\*\*\*\*\*\*

Owner: \*\*\*\*\*\*\*\*\*\*\*

S.L.A Period: \*\*\*\*\* to \*\*\*\*\*\*

With the option to extend for a further 1 + 1 years subject to satisfactory performance

S.L.A Review **:** \*\*\*\*\*\*

**Contacts :**

\*\*\*\*\*\*\*

St. Helens Council: Nicholas Fletcher

St. Helens Council BIT: Vanessa McDermott

**Signatures:**

\*\*\*\*\*\* Date: / /

St. Helens Council: Date: / /

St. Helens Council BIT: Date: / /

**Appendix SLA A** - Service Level Agreement - Electronic File Submissions – Invoicing Requirements

**IT SUPPORT DETAILS.**

The I.T Business Units support staff will provide technical assistance via a nominated user representative within the following areas, and under the described conditions.

**a) Correction of errors caused by program faults.**

i) The support unit will take the necessary action where an amendment or change has been made to the system, which results in its subsequent failure in the production environment.

ii) Where faults in the system occur and are identified by the user, sufficient detail must be provided to the I.T Business Support Unit to enable fault determination and correction to take place , the fault reporting procedure is detailed in part c) of this section "SERVICE DESK FACILITIES".

**b) Correction of errors caused by operational error.**

i) The support unit will provide assistance to the Business Unit production section when required, in the event of program/system failure caused by the production environment e.g.

- Introduction of New Systems Software.

- Hardware Failure.

- Software Failure.

**c) Service Desk Facilities.**

The support unit will provide assistance via a Service Desk facility relating to usage of the system and error correction. In order to receive assistance or to report a suspected program fault, the following procedure should be adopted.

i) Contact the Service Desk on 01744 676525 during the hours described in the I.T Business Unit Production S.L.A giving the following details:

- The Nature of the problem.

- The Severity and scope of the problem and its consequences.

- The name of the person who can be contacted concerning the problem and their extension number (this is so that the IT Business Support unit can contact you).

ii) The Service Desk will log your call and attempt to resolve the problem with you. However, where this is not possible, the call will be prioritised and passed to second line support.

iii) You will be contacted in due course, and it is important that you have any relevant information at hand.

**d) Response Times.**

When a user is contacted to discuss a reported fault, it will be allocated one of three

available gradings for the S.L.A.

Essential -

A fault causing financial loss or disrepute to the system. This grading means that response to the fault will be actioned immediately and the necessary staff will be assigned to effect a solution to the problem.

Response Time: 0.5 working days

Major -

A fault affecting system performance. This grading means that response to the fault will be actioned and a nominated user representative will be contacted by phone within 1 working day of the fault being reported.

Response Time: 1.0 working days

Minor -

Any other reported fault. This grading means that response to the fault will be programmed into the standard workload of the staff responsible.

A response by phone will be made to a nominated user representative within 5 working days.

Response Time: 5.0 working days

Failure to respond -

The nominated user representative(s) will define the grading of a fault.

Failure to respond within the stipulated time period will result in a penalty of one man days refund for each days delay.

**e) Resolution Times**

All faults will be attempted to be resolved as quickly as possible, in order that normal service be resumed as quickly as possible. However, on occasion advice may need to be sought from a third party, and the Business IT Support Unit cannot guarantee that this response will be in line with the gradings highlighted within this document, but will guarantee that every attempt will be made to resolve the problem as soon as physically possible.

**f) Conflict of Interests.**

If a user request is authorised for action that will hinder the performance of the S.L.A then the arbiter will be the authorities I.T.S.R section.

**g) Year End Procedures.**

The I.T Business Support Unit will provide under this S.L.A the necessary actions in order to take the system through a standard year-end. Any special requirements not usually performed at year-end and involving input by the Support section will not be covered in this S.L.A.

**h) Items not included in this S.L.A.**

This S.L.A will NOT include the following items:

i) Changes that alter the signed off system in any way, however insignificant:

- Functional changes to the system, such as new fields on screens, totals on prints, changes to calculations etc.

- New program(s) or screen(s) to be added to the system.

- New or amended sub systems.

- New or amended Feeder systems.

- Changes to the installed system to provide performance mprovements.

The above will be regarded as new system development and will be charged at the hourly/daily rate in force at the time of requesting the new developments.

ii) Error caused by incorrect use of the system.

iii) Changes to hardware (e.g PC's , terminals , printers , networks etc.)

including :

- The moving of equipment.

- The acquisition of new equipment.

- The setting up and maintenance of networks.

iv) Training of end users in the use of the system.

v) Telephone support unless it is in connection with a specific system failure/error.

**Appendix SLA B** - Service Level Agreement - Electronic File Submissions – Invoicing Requirements

**ContrOCC**

**Introduction**

This document specifies the file format for actuals data that is compatible with ContrOCC. Different providers will create actuals’ files in various ways but the file produced must follow this specification.

**File Format**

The file format is a conventional comma separated values (CSV) format encoded in a standard windows ASCII text file that can be edited in Microsoft Excel or Notepad. It must meet the following criteria:

1. Each file contains Actuals for only one Provider.
2. The first line must not contain field names (i.e. there should be no “header” row, only data).
3. This format consists of rows of data where each row is a single actual.
4. Each row of data is divided into columns where columns are separated by a comma character.
5. All rows have the same number of columns and the format of each column is the same for each row.
6. Each row must follow the same order of columns (set out below). The order of rows is not important.
7. Columns can have a type which is one of: alphanumeric, date, decimal or integer.
8. Alphanumeric values must be enclosed with double quotes when the alphanumeric is empty or contains commas.

**An Actual (row)**

Each row represents the actual service provision provided by the provider for a client at a specific service level during a specific week. A service level is identified in two parts: a reference to a service and then the type of service level provided as part of the service.

The format can contain data for any number of clients and any number of service levels. The combinations of client, service level and weeks must represent a service that is stored in the local authority’s ContrOCC system (i.e. the data cannot be provisional for service levels, client and periods that are not yet stored in the Controcc system).

Rules for Acceptance

For an actual to be imported, it must match the following rules:

* The Service Reference and Service Level must exactly match the names / references entered in the ContrOCC application. However, matching is case-insensitive so that “Hot Meal” will be considered the same as “hot meal”.
* The matched Service must be associated with the Provider specified when importing the file.
* The client’s Social Services Reference must exactly match the value held in the ContrOCC application. Again, matching will be case-insensitive.
* A Service, Service Level (dictionary) and Client must exist which is valid for all or part of the week following the Start Date.
* If the client has a Care Package Line Item with a matching service level then a planned (normal) actual will be created by the import otherwise an unplanned actual will be created. An unplanned actual will result in a Care Package Line Item being created just for that week.

**Columns**

**Service**

Alphanumeric that identifies the service provided by the provider. This reference alphanumeric is stored on the ControCC system and will be supplied to the provider by the local authority.

In the ControCC application, the reference field is displayed on the Service details screen.

**Service Level**

Alphanumeric identifies the service level within the service that row refers to. This alphanumeric must be one of a set of alphanumerics that are defined across services by the local authority and stored in the ControCC database. Each service will have a subset that is provided as part of the service. The Local authority will specify the valid set of service level alphanumerics that can be used for each service.

In the ControCC application the set of service levels available for a given service are listed on the Service Delivery screen. The complete set of service levels available across all services is listed on the Service Levels screen under Service Dictionaries. The service level alphanumeric used in this format should not include the units of the service level i.e. the alphanumerics should be as listed on the dictionary screen.

**SSRef**

Alphanumeric contains a reference that identifies a client. This reference alphanumeric is stored on the ControCC system and will be supplied to the provider by the local authority.

In the ControCC application, the reference field is displayed on the client details screen as the ‘SS Ref’ field.

**Date**

Date contains the first day of the week covered by the row data. The start day of the week, e.g. Monday, is always the same for all data supplied to a given local authority in this format. The Local Authority should tell the provider which day it is. YYYYMMDD

This field must be within the period when the Controcc care package line item corresponding to the client and service data fields is active. The period is given by the care package line items screen.

The date must be in the format YYYYMMDD eg 20161031

**WeeklyDeliveredQuantity**

Decimal contains the number of service units (hours or part hour) actually delivered by the service provider at the given service level for the client during the specified week. This figure must come from the provider’s Electronic Monitoring system and be a true reflection of the care assistants’ clocking in and out at Service Users homes. Please supply 4 decimal places.

**WeeklyFrustratedQuantity**

Decimal contains the number of service units (hours) that were not performed during the specified week where the provider is not responsible for the lack of provision. This must represent the value of a full call or calls. A call is frustrated for the following reasons only: -

1. Service User Cancelled
2. Service User Refused
3. Care Worker unable to gain access
4. Service User in Hospital (48 hours maximum)

**Column 7**

This field is no longer required this feeder and will be represented by a comma

**Column 8**

This field is no longer required on this feeder and will be represented by a comma

**Column 9**

This field is no longer required on this feeder and will be represented by a comma

**Comments**

Alphanumeric that allows the provider to explain when the frustrated field value is zero.

**Weekly Example**

The following is an example of file in the format defined above. The rows refer to the provision of service levels provided by the service with reference Able Support for client with reference A12345.

XYZ,Domiciliary Care – Single Handed,A12345,20161031,6,2,,,,Frustrated Calls – Monday SU Cancelled and Tuesday SUHosp

|  |  |  |  |
| --- | --- | --- | --- |
| **Field** | **Data Type** | **Detail** | **Example** |
| Service | Alphanumeric | Provider name | XYZ |
| Service Level | Alphanumeric | Services provided of which there are only 6 acceptable i.e  Domiciliary Care - Single Handed OR  Domiciliary Care - Double Handed OR  CHC Domicilary Care - Single Handed OR  CHC Domicilary Care - Double Handed OR  End of Life Domicilary Care - Double Handed OR  End of Life Domicilary Care - Single Handed. | Domiciliary Care – Single Handed |
| SSRef | Alphanumeric | ASCH Reference Number | A12345 |
| Date | Date | Start day of the week – must be a Monday | 20161031 |
| WeeklyDeliveredQuantity | Numeric – 4 decimal places | The number of hours that has actually been delivered to the client that week.  Taken from electroninc monitoring system clocking.  Eg Visit 1= 28 minutes = .4667  Visit 2 = 1 hour 47 minutes = 1.7833  Total to be sent to us = 2.2500 | 6 |
| WeeklyFrustratedQuantity | Numeric | The number of hours missed where provider is NOT responsible | 2 |
| Column 7 | Numeric | Blank but still needs to be represented by a comma | , |
| Column 8 | Numeric | Blank but still needs to be represented by a comma | , |
| Column 9 | Numeric | Blank but still needs to be represented by a comma | , |
| Comments | Alphanumeric | Allows provider to explain frustrated hours. | Frustrated Calls – Monday SU Cancelled and Tuesday SU in Hospital |

**SCHEDULE B – SERVICE SPECIFICATION Appendix 6**

**ST. HELENS COUNCIL**

**PEOPLE’S SERVICES**

**INVOICE PERIODS**

Schedule of invoice periods and invoice submission dates in 2016/2017 for Domiciliary Care Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PERIOD** | **PERIOD COVERED** | | **INVOICE TO BE SUBMITTED BY** | **PAYMENT**  **DATE** |
| **From** | **To** |
| 10 | 21/11/2016 | 18/12/2016 | 11/01/2017 | 17/01/2017 |
| 11 | 19/12/2016 | 15/01/2017 | 08/02/2017 | 14/02/2017 |
| 12 | 16/01/2017 | 12/02/2017 | 08/03/2017 | 14/03/2017 |
| 13 | 13/02/2017 | 12/03/2017 | 05/04/2017 | 11/04/2017 |
|  | **Payment schedule for 2017/18 will be provided to successful Providers after Contracts have been Awarded** | | |  |
|  |  |  |  |  |
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| **SCHEDULE B – SERVICE SPECIFICATION**  **Appendix 7** | St.Helens Council |
| **Domiciliary Care**  **Electronic Monitoring**  **Service Specification**  **July 2016** | |

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| **7** | **Real Time Alert Management** |
| **8** | **Electronic Performance Report** |

1. **Electronic Monitoring**

It is a requirement that all Tier 1 Service Providers will introduce, at its own expense, an electronic monitoring system that monitors service delivery in real time and this system will provide access to designated Council Officers from the commencement of the Contract.

1. **Purpose**

The Council is committed to commission quality services for the citizens it represents. The implementation of a domiciliary care electronic monitoring systems will allow Service Providers and the Councils representatives to monitor the service provided to its citizens.

In addition the implementation of these systems will enable the Council to have an auditable trail of information that allows transparency of actual visit data at the point of care delivery. This will mean that the reliability of service provision can be monitored, which will include consistency of care workers, number of visits, duration of visits, identification of planned versus actual call times and identification of planned versus actual care workers.

1. **System Access**

All Tier 1 Service Providers will give, via an internet web based system or remote access application, access to their Electronic Monitoring system. This access will be made available to designated Council Officers in order that they are able to view in real time service user visit information and run activity performance reports.

Designated user names will be supplied to each Tier 1 Service Providers so that the appropriate license application can be processed in order for Council Officers access.

1. **System Requirements**

* Web based system or remote access application with protected passwords and individual user identifications to activate the system and protect service users and care workers identifiable information
* The system must not charge service users for it’s use
* System must be able to record every visit planned for every service user commissioned under this Contract.
* System must record the planned visit arrival time and the planned visit departure time of the care worker/s. The planned visit time must be as close to the commissioned time as practically possible
* System must record the actual arrival time, the actual departure time and the actual duration of the visit. This information must be captured in real time, as much as practically possible
* System must identify the name of the rostered care worker undertaking the visit
* Should an alternative care worker undertake the visit then their name must be identified on the system
* Should a visit require two or more care workers then the system allows all care workers to log in and out of the visit
* System must be able to record the planned care worker and the actual care worker attending the visit whilst maintaining historical details
* System must be able to activate Real Time Alerts according to service user need
* System must be able to activate Real Time Alerts when visits are not completed as per planned time
* System should allow for a Real Time Alert to be linked to every service user account
* System must be fully auditable and transparent, including who and when data was amended
* System must be flexible and reliable enough to be modified in the future

1. **Provider Requirements in Managing their Electronic Monitoring System**

* Should Service Providers manually input onto the system then detailed notes are made on the system giving the reasons for the manual input
* Should the care worker remote log onto the system then this is identified and the reasons for the remote log recorded on the system
* Service Providers to ensure that if a care worker fails to log in or out of a call then the actual time of arrival and/or departure is recorded on the system. Provider must not remote input the planned time of the call.
* For telephone based systems. Should a service user not have a telephone or refuses to allow it’s use then an alternative monitoring procedure must be put in place.
* Should the provider become aware that a service user is charged for the use of electronic monitoring then the Provider reimburse the service user the cost of calls and raise the matter with their electronic monitoring supplier.
* Provider to ensure that the out-of-hour duty cover immediately receives Real Time Alerts that have been activated and they respond to these alerts efficiently
* Provider to ensure should a visit require two or more care workers then both care workers should log in and out of the visit
* Provider to ensure every service user has a Real Time Alert linked to their record
* Provider to ensure that new service user records are added to the system within 2 working days, including a Real Time Alert
* Providers to ensure that care workers follow the rota given to them and not swap visits to suit themselves
* Provider to ensure it allows sufficient travel time between calls and this can be evidenced from the system.

1. **Real Time Alert Criteria**

To ensure the safety of service users the electronic monitoring system must be able to provide Real Time Alerts for all service users commissioned by this contract.

The following are set as the minimum standards to be applied in a 3 stage approach. This approach may change and will be dependent of the needs of the individual service user.

**Real Time Alert** **1. Critical 15 minute RTA applied**

Required for service users who:

* Have been assessed as requiring assistance with time critical administration of medication
* Have Diabetes and require time critical calls for food preparation and intake
* Are immobile or bed bound
* Where skin integrity is a significant risk
* Any other reasons that the Council or Provider deem the call to be critical (15 minutes)

**Real Time Alert 2. Non-Critical 30 minute RTA applied**

Required for service users who:

* Have been assessed as requiring assistance with the administration of medication
* Have a significant cognitive impairment, for example dementia and a late call may cause the service user to be distressed
* Are immobile or bed bound and are at moderate risk of skin deterioration
* Have severely restricted mobility, are unable to change position and are incontinent, and or require pad changes or a catheter bag emptying
* Any other reasons that the Council or Provider deem the real time alter should be set at 30 minutes

**Real Time Alert 3. Non-Critical 60 minute RTA applied**

All other service users not listed as requiring a 15 minute or 30 minute real time alert

**7 Real Time Alert Management**

In order to effectively management the real time alerts it is imperative that the Provider has procedures in place that monitors and promptly reacts to all activated alerts. This procedure must be in place during the hours that the service is operational and must include hours when the office is closed e.g. after 5pm and week-ends when service users require visits. The Provider must have a designated on-call service with contingency arrangements in place to cover periods of staff absence. The Officer managing this service must not undertake a care visit / call when on duty, unless in extreme emergencies.

**8 Electronic Monitoring Performance Reports**

**Report 1 (Activity)**

In order to have consistency in information supplied by differing Providers the Council will require a weekly Performance Report, which will provide details of visit activity to enable Council Officers to analyze data in a uniform format.

It is paramount that this report is sent to the Quality Monitoring Unit in excel format and the print area is set to landscape.

The Provider by means of a secure encrypted email, which will be received by a Lotus Notes based application, will email the report, in a excel format, on a weekly basis.

The detail of this report is demonstrated in this specification. The report must be generated using the data held on the Providers electronic monitoring system and will capture information on visit activity for every planned visit for a period of one week (Monday through to Sunday)

The deadline for submission of the Performance Reports will be every Wednesday and the information within the report will be the activity visit data for the previous week.

**Report 2 (Continuity)**

In addition to Report 1 (Activity) the Council will require a monthly Continuity of Care Performance Report, which will provide the frequency and number of different care workers visiting each service user in a particular week.

The Council will provide a schedule of dates and sample weeks to each Domiciliary Care Provider on commencement of contract.

It is paramount that this report is sent to the Quality Monitoring Unit in excel format and the print area is set to portrait.

The Provider by means of a secure encrypted email, which will be received by a Lotus Notes based application, will email the report, in an excel format, on a monthly basis.

The detail of this report is demonstrated in this specification. The report must be generated using the data held on the Providers electronic monitoring system and will capture information on frequency of care workers visits for a sample period of one week (Monday through to Sunday)

The following Targets will apply for service user Continuity of Care

|  |  |
| --- | --- |
| **No of Visits per Week**  (***one care call completed by 2 care workers is classified as 2 visits)*** | **Target No of Care Workers** |
| 1 to 3 | 2 |
| 4 to 7 | 3 |
| 8 to 14 | 5 |
| 15 to 21 | 6 |
| 22 to 29 | 8 |
| 30 + | 10 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  |
| **cell** | **B** | **C** | **D** | **E** | **F** | **G** | | **H** | **I** | **J** | **K** | **L** | **M** | **N** | **O** | **P** | **Q** | **R** | **S** | **T** | **U** | | **V** | | **W** | **X** |
|  | **PROVIDER NAME** | **SERVICE USER NAME** | **CAREFIRST IAS NUMBER** | **DATE (dd.mm.yy)** | **DAY** | **SU REQUESTED TIME START** | | **SU REQUESTED TIME END** | **PLANNED TIME (Mins)** | **ACTUAL LOG IN TIME START** | **INPUT BY** | **REASON CODE** | **ACTUAL LOG OUT  TIME END** | **INPUT BY** | **REASON CODE** | **ACTUAL DURATION (Mins)** | **PUNCTUALITY OF CARE WORKER (Mins)** | **RTA CRITERIA** | **RTA ACTIVATED** | **COMMENTS** | **ROSTERED CARE WORKER** | | **ACTUAL  CARE WORKER** | | **75% OF VISIT** | **VISITS  < 75%** |
|  | Name | Surname Forename | 112233 | 21.02.16 | Mon | 08.30 | | 09.00 | 30 | 08.06 | Care  Worker |  | 08.33 | Care  Worker |  | 27 | -24 | 1 | No |  | Surname Forename | | Surname Forename | | 23 | No |
|  | Name | Surname Forename | 223344 | 21.02.16 | Mon | 09.00 | | 09.30 | 30 | 09.21 | Office | F | 09.52 | Office | F | 31 | +21 | 1 | Yes | Care Worker called in sick from previous call. | Surname Forename | | Surname Forename | | 23 | No |
|  | Name | Surname Forename | 334455 | 22.02.16 | Tue | 08.30 | | 09.30 | 60 | 08.32 | Care  Worker |  | 09.00 | Care  Worker |  | 28 | +2 | 2 | No |  | Surname Forename | | Surname Forename | | 45 | Yes |
| **NB 1:** | | **As there will be numerous visit times the report must display the information in order of time activity. (i.e., all Mon visits am to pm, then all Tues visits am to pm, etc)** | | | | | | | | | | | | | | | | | | | | | | | | |
| **NB 2:** | | **A formula must be inserted into the cells were a calculation is required. The below table indicates the formulas needed** | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | **Formula for column W** | | | | | **=I5/100\*75** | | | | | |  | | | | | | | | | | | | | |
|  | | **Formula for column X** | | | | | **=IF(P5<W5, "Yes", "No")** | | | | | |  | | | | | | | | | | | | | |

**EXAMPLE Week ending Sunday dd.mm.yy**

**EXAMPLE – CONTINUITY REPORT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Provider Name Sample week Covered** |  | | |  |  |  |
| **SU Name** | **Actual Visits** | **Actual Carers** | **Compliant** |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  | |
|  |  |  |  |  | YES |  |
|  |  |  |  |  | NO |  |
|  |  |  |  |  | Total | 0 |
|  |  |  |  |  |  |  |

**Formula for 04th Column**

=IF(AND($B12>=1,$B12<=3,$C12<=2),"Yes",IF(AND($B12>=4,$B12<=7,$C12<=3),"Yes",IF(AND($B12>=8,$B12<=14,$C12<=5),"Yes",IF(AND($B12>=15,$B12<=21,$C12<=6),"Yes",IF(AND($B12>=22,$B12<=29,$C12<=8),"Yes",IF(AND($B12>=30,$C12<=10),"Yes","No"))))))

**SCHEDULE C**

**RATES AND ALLOCATION OF NEW CARE PACKAGES**

**Prices apply to new packages of care that start from 1st December 2016 and allocated under the procedure set out in these Documents.**

**­­Hourly Rate**

The hourly rate is an all-inclusive rate for every hour the service is provided. The rate for calls

less than one hour will be pro-rata i.e. half the rate for a 30 minute call and three quarters the rate

for a 45 minute call. The inclusive price includes, but is not limited to, the following:-

* Weekend enhanced rates
* Bank Holiday enhanced rates
* Travel and Mileage costs
* Sickness Payments
* Training Payments
* Holiday entitlements

The hourly rate covers the hours of operation of the service ie between 7.00am and 11.00pm, 365 days a year.

**General Rate**

|  |  |
| --- | --- |
| **Hourly Rate** | **£** |

**Rate for specific wards**

Providers were able to submit a different rate for specific wards should they believe that there may be additional costs in delivering care in these areas.

These rates, if submitted, are noted below.

|  |  |
| --- | --- |
| **Ward** | **Hourly Rate** |
|  |  |
|  |  |
|  |  |

**New packages of care**

Will be allocated in accordance with the procedure outlined in Schedule B Service Specification, sections 2.3 and 2.4

**Tier of Provider**

|  |
| --- |
|  |

Indicate whether Tier 1 or Tier 2