

# **Domiciliary Care Service** **SPECIFICATION**

## **for** **Extra Care Sheltered Housing**

This document defines the care services purchased by Kent County Council for Extra Care Sheltered Housing schemes

**November 2008**

This material, which was produced in consultation with the Kent Community Care Association, may not be copied or published without the Kent County Council's permission in writing



# Contents

	<b>Page No</b>
Glossary	
1. Introduction	1
2. The Purpose of the Service	1
3. Required Outcomes (Green Section)	3
3.1 Good Quality of Life	4
3.2 Promoting Independence	5
3.3 Involvement	6
3.4 Security	7
3.5 Confidence	9
4. Further Requirements (Yellow Section)	11
4.1 Support Plan	11
4.2 Continuity of Carers	12
4.3 Records	12
4.4 Security	13
4.5 Freedom from Abuse	13
4.6 Equalities	14
4.7 Accidents and Injuries	14
4.8 Transmittable Diseases	14
4.9 Transport	15
4.10 Open Employment Staff Policy	15
5. Guides, References and Other Useful Documents	16
Addendum	18

# Glossary

## Definitions

When they are used in this Agreement, the terms and expressions set out below in the first column have the meanings set out in the second column:

<b>Agreement</b>	The terms and appendices of this Pre-Purchase Agreement.
<b>Approved List</b>	<p>A list of Organisations that have met our requirements for Approved Provider status.</p> <p>During the lifetime of this contract, non-Approved Providers will be able to make application to be put on the Approved List. This will happen through 'Panel' arrangements that currently exist for other types of Service provision.</p>
<b>Approved Provider</b>	A provider who has met our criteria and is then placed on our Approved List. Organisations on this list may be offered a Call Off Contract and be considered for a Block Contract.
<b>Authorised Signatory</b>	This is the owner of the Organisation or the person that (s)he authorises to act on his/her behalf.
<b>Call Off Contract</b>	See Contract Types.
<b>Care Manager</b>	The person We have deployed to arrange and review domiciliary care services for people who have been found on assessment to be owed a duty under various enactments. In this agreement Care Managers should also be taken to include Care Manager Assistants, Purchasing Officers and any other authorised representative.
<b>Care Plan</b>	A written statement produced by the Care Manager, regularly updated and agreed by all parties. It sets out the social care and support that a Service User requires in order to achieve specific outcomes and meet the particular needs of each Service User.
<b>Care Worker</b>	A member of Staff employed by You to carry out the domiciliary care service.
<b>Commissioners</b>	Members of our Staff who have responsibility for determining what Services will be purchased in order to meet assessed eligible needs.
<b>Continuing Breach</b>	A breach in contractual duty or duties on your part as a result of repeated failures to remedy non-performance or to sustain performance over a reasonable period of time.
<b>Contract Award Letter</b>	The letter from Us to You which communicates our acceptance of your offer to provide the Service. This letter will contain the detail of any contract award.

## Domiciliary Care Services

<b>Hourly Price</b>	The amount payable to the Service Provider for the Service Units delivered to a Service User, in a week, as recorded on the Service Delivery Order.
<b>Contracts Manager</b>	The person who We have authorised to administer our contracts for social care. His or her address will be given in the Contract Award Letter.
<b>Contract Types</b>	<p><b><u>Minimum Guaranteed Service (Block)</u></b></p> <p>One person on duty within each scheme 24 hours per day every day of the year. This includes an additional 2 hours allowance for handover period in each 24 hour day.</p> <p><b><u>Call off Contract</u></b></p> <p>A contract with mutually agreed terms, conditions and price but with no guarantee of purchase. With your agreement We may purchase a Service against this contract at any time during the period of the contract.</p>
<b>Call Off Payment</b>	Payment will be made on an hourly rate for hours provided in excess of the Minimum Guaranteed Service.
<b>Extra Care Housing Schemes</b>	Means the schemes as set out in Appendix One to these contract conditions.
<b>Housing and Facilities Management and Provider</b>	
<b>Mileage</b>	The amount spent on travelling between Service Users. This amount should take account of petrol, depreciation of the vehicle, tax and insurance. <i>(See also Travel Time.)</i>

<b>Minimum Guaranteed Service Payment</b>	<p>Means the payment made each month for the Minimum Guaranteed Service regardless of the hours delivered.</p> <p>This payment will only be made if the total of SDO hours are less than 20 hours per day.</p>
<b>Organisation</b>	<p>The domiciliary care organisation providing personal care for people living in their own home. Each franchise will be treated as a separate Organisation.</p>
<b>Project Agreement</b>	<p>Is the agreement between the County Council and the Housing and Facilities Management Provider, for the provision of Extra Care Sheltered Housing in Kent.</p>
<b>Regulator</b>	<p>The body which is established by statute and to whose regulatory powers You are subject. Currently, this is the National Care Standards Commission. From 1 April 2004 this will be known as The Commission for Social Care Inspection.</p>
<b>Serious Breach</b>	<p>A breach of your duty of care to a Service User by which he or she suffers harm and/or any malicious act by You towards Us.</p>
<b>Service</b>	<p>The domiciliary care that You will provide for a Service User in accordance with the provisions of the Care Standards Act 2000 and terms of this Agreement.</p>
<b>Service Unit</b>	<p>The measure of time by which the Service is purchased (i.e. 1 hour, 3/4 hour and 1/2 hour). The Service Unit begins on arrival at the Service User's home and ends on leaving, unless specified otherwise on the Service Delivery Order. It does not take account of Travel Time.</p>
<b>Service Delivery Order</b>	<p>The Service Delivery Order (SDO) initiates and tailors the Service for a Service User.</p>
<b>Service User</b>	<p>A person who has been found on assessment to be in need of domiciliary care services. You will have an SDO for him or her.</p>
<b>Service User Plan</b>	<p>The written guide produced by the provider in accordance with the regulation 5 of the Domiciliary Care Agencies Regulation 2002.</p>
<b>Site</b>	<p>Is any or all Extra Care Housing Schemes listed.</p>
<b>Specification</b>	<p>Our "Specification For Domiciliary Care Services" which is Appendix 1.</p>
<b>Staff</b>	<p>The employees and workers who carry out the Service for You.</p>
<b>Start Date</b>	<p>The date notified in the Contract Award Letter as the beginning of the contract.</p>
<b>Transaction Data Monitoring</b>	<p>Commonly known as TDM. An electronic financial invoicing process, which requires you to be Visa enabled. TDM matches the invoice to the order given set criteria and makes payment to the provider via the VISA platform.</p>
<b>Travel Time</b>	<p>This is part of the working day spent in travelling between Service Users' homes. Travel time applies to drivers, cyclists and walkers.</p>

<b>Unit</b>	Is any of the apartments and common parts to be provided by the Housing and Facilities Management provider on each of the sites.
<b>We</b>	The Kent County Council and any person to whom We may assign this Agreement. Unless the context otherwise requires, 'Us' and 'our' will also be taken to refer to 'We'.
<b>Working Day(s)</b>	Means Monday to Friday inclusive between the hours of 0900 and 1700, except when these days are Bank Holidays.
<b>You</b>	The legal owner of the Organisation as detailed in Appendix 3 or any person either authorised to act on your behalf or succeeding to your ownership of the Organisation.

# 1. Introduction

In entering into a contract with Kent County Council to provide care services for people living in the Extra Care Sheltered Housing schemes, You are undertaking to comply with the Domiciliary Care National Minimum Standards and Regulations, the law, our Pre Purchase Agreement and this Specification. In addition, You are agreeing to provide the service in the style and manner described in Kent County Council's 'Good Care' guides.

The Service provided is for people (minimum age of 55) who have been assessed as in need by the Local Authority under the NHS and Community Care Act 1990 and associated legislation, and who are living within the Extra Care Sheltered Housing Scheme.

This Specification is for personal care services, delivered to a Service User living in an Extra Care Sheltered Housing scheme. The specific service for each Service User must be delivered in accordance with the requirements of the Service Delivery Order provided by the Care Manager and must not be significantly varied without the prior permission of the Care Manager. Care Managers monitor compliance to Service Delivery Orders through reviews.

This Specification and Addendum states Kent County Council requirements which are beyond, or in addition to, the National Minimum Standards and Regulations. This Specification and Addendum are written, and should be read, in conjunction with the Pre Purchase Agreement. The terms used are the same throughout both documents.

Compliance with the contract will take place through monitoring.

## 2. The Purpose of the Service

The purpose of the care service is to provide the Service User with a good quality of life. It is to help them develop and retain their health, and lead independent, fulfilling lives for as long as possible. Individuals are helped to take greater control of their lives and remain as independent as possible in their extra care sheltered housing scheme.

It involves putting the Service User at the centre of decisions about where they live and how they are cared for. Services are provided in such a way that the Service User feels involved, secure and confident in the care provided to them.

Working with You to achieve this aim, We have set five outcomes We require from the provision of care services. These are explained more fully in the following pages, together with key processes required to support these outcomes.

The Addendum describes your role as to providing personal care, practical support, housing related support tasks and encouragement to Service Users to participate in the range of communal activities.

**This page is intentionally blank**



## 3. Required Outcomes

Kent County Council requires Providers to provide high quality personal care, working with Us and the Service User to achieve the following broad outcomes, through the provision of Domiciliary Care services:

- 3.1 Good Quality of Life
- 3.2 Independence
- 3.3 Involvement
- 3.4 Security
- 3.5 Confidence

## 3.1 Good Quality of Life

### **Defined as:**

*The Service User feeling valued, being able to decide on day to day matters, having influence and making choices in all aspects of his/her life.*

### **Required Outcomes**

Evidence that the Service User:

- ❑ leads a fulfilling life
- ❑ is listened to, and takes part in day to day discussions
- ❑ lives safely in their own communities and homes
- ❑ has physical, mental or emotional needs identified (i.e. sadness or depression) and appropriate assistance sought
- ❑ is shown respect and is not subject to any form of discrimination
- ❑ is given the opportunity to follow their cultural and spiritual beliefs

### **Key processes to support outcomes**

To enable the achievement of the outcomes you must:

- ❑ reflect the needs and wishes of the Service User when structuring the service as agreed in the care plan
- ❑ encourage care staff to build up a relationship of mutual trust and respect with the Service User
- ❑ train staff to recognise signs and symptoms of sadness and depression
- ❑ train staff about adult protection practice
- ❑ have a complaints procedure that has been understood by and shared with your staff and Service Users
- ❑ encourage interaction between the Care Worker and Service User during the delivery of the service
- ❑ have a process in place to alert Care Managers to the need for an Advocate appointment

## 3.2 Promoting Independence

### Defined as:

*The Service User being part of the decision making process, having an input into day to day activities, making choices and encouraged to maximise their independence.*

### **Required Outcomes**

Evidence that the Service User:

- ❑ leads an independent life
- ❑ takes greater control of their life
- ❑ is involved in day to day decisions about the care offered
- ❑ lives independently in their own communities and home
- ❑ experiences and performs useful and meaningful activities with whatever assistance is required
- ❑ develops and maintains maximum independence

### **Key processes to support outcomes**

To enable the achievement of the outcomes you must:

- ❑ encourage care staff to enable the Service User to be as independent as possible
- ❑ encourage the Service User to develop and maintain their skills and abilities to perform functional and meaningful activities
- ❑ encourage the Service User to be involved in agreeing their Support Plan
- ❑ make sure that staff work towards carrying out tasks 'with' the Service User and not 'for' the Service User

## 3.3 Involvement

### Defined as:

*The Service User being informed and enabled to influence the way in which care is provided in a flexible and appropriate way.*

### Required Outcomes

Evidence that the Service User:

- ❑ contributes positively to the support planning process
- ❑ makes informed choices based on sufficient information about alternatives and implications
- ❑ is listened to whether complaining or complimenting the service, or suggesting improvements
- ❑ has minor changes made to his/her care in order to meet day-to-day changing needs

### Key processes to support outcomes

To enable the achievement of the outcomes you must:

- ❑ make sure that the Service User is able to contribute to, and influence, the content of his/her Support Plan
- ❑ make sure that the Service User receives a copy of the Service User's guide describing services provided
- ❑ have a system for reviewing the quality of care which the Organisation arranges
- ❑ have a complaints procedure that has been understood by, and shared with, your staff, Service Users, their advocate or relatives
- ❑ make sure that staff have the necessary skills and confidence to respond positively to the changing needs of the individual Service User and to advise the Care Manager of the changing need

## 3.4 Security

### Defined as:

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

### **Required Outcomes**

Evidence that the Service User:

- is introduced to Care Worker(s) in order to reduce fear of new people
- knows what time visits will take place
- is visited at the appointed time
- knows that their personal information is kept confidential
- knows when and why it is appropriate for their confidential information to be shared
- knows that keys to their home are stored safely and that the security of their home is not compromised
- undertakes individual activities that have been risk assessed and are not restricted from valued activities unnecessarily
- has trust and respect for members of staff and confidence in their abilities
- has confidence that policies and procedures are in place in respect of their safety and that these are understood by staff
- has confidence that staff are aware of probity issues

### **Key processes to support outcomes**

To enable the achievement of the outcomes you must:

- have a process in place to ensure that the Service User knows in advance about their care visit and any changes in their visit (e.g. change of staff or time)
- make sure that the Service User and their property are protected, have policies and procedures that reinforce the Service User's sense of security, and ensure that these are shared with and understood by staff
- make sure that any keys held at your offices are stored in a secure manner and accessed only by authorised staff
- make sure that the Service User's security code and telephone number(s) are stored appropriately and shared only on a need-to-know basis

- ❑ make sure that staff are easily identified as carers for your Organisation by use of badges, photographs and uniforms
- ❑ make sure that staff know that receipts are required for any purchase made on behalf of the Service User, that the receipts are provided to the Service User, and that loyalty cards of staff are not to be used when purchasing on behalf of a Service User
- ❑ make sure that staff are aware of all probity issues (eg staff must not: knowingly be the beneficiaries of a Service User's will, accept and receive gifts from the Service User, use contact with the Service User for private gain and witness legal documents)
- ❑ have a written risk assessment for the Service User and be sure that staff know of the policies and procedures in place in respect of Service User safety
- ❑ have written environmental risk assessments for the Service User's premises
- ❑ have a planned training and induction programme for staff
- ❑ have a process in place for staff to report ongoing health and safety risks

## 3.5 Confidence

### Defined as:

*The Service User feeling certain that care is received from known and trusted people whose allocation is managed and recorded.*

### **Required Outcomes**

Evidence that the Service User:

- ❑ has continuity of carer(s)
- ❑ is confident that the Contact Book accurately records the care delivered
- ❑ feels confident that assessments of need and Care Plans inform the service delivery
- ❑ knows that records are shared only on a need to know basis
- ❑ knows that they are able to trust the integrity and skill of their carer(s)

### **Key processes to support outcomes**

To enable the achievement of the outcomes you must:

- ❑ minimise the number of Care Workers involved in the care of each Service User
- ❑ make sure that staff have the competence to enter appropriate detail in the individual's Contact Book in an objective manner
- ❑ make sure that staff have the competence to communicate in an appropriate manner when changes happen or become necessary
- ❑ have a procedure in place to ensure confidentiality (eg level of care given, financial matters and security of the premises)
- ❑ have policies and procedures in place to make sure that confidential information is not retained by staff who leave or change roles
- ❑ train staff appropriately, including any specialist training needed to satisfy the Service User's needs

**This page is intentionally blank**



## 4. Further Requirements

Agencies offering personal Domiciliary Care must be registered with the national regulator (currently the National Care Standards Commission) and must conform to the requirements of the Care Standards Act 2000 and any other law as it applies to them.

This Specification is based on the requirements of the Domiciliary Care National Minimum Standards. We set out below additional requirements, many of which are necessary to ensure links with KCC roles and processes. Monitoring will include compliance with the Specification, the standards and regulations of the National Care Standards Commission and Kent County Council's further requirements.

### 4.1 Support Plan

*[Standard 7 (regulation 14), Standard 8 and Standard 9 of the Domiciliary Care National Minimum Standards refer.]*

**In order to ensure that the Support Plan is regularly reviewed with the Service User and any other relevant person, and changes are made when necessary, we require that:-**

1. You review your records at least once a month to be sure that you receive feedback from your staff, using compliments, complaints and Care Management information, and use this information to inform whether a more formal review is necessary.
2. Your review includes any special requirements of the Service User and forms part of his/her personal record.
3. You consider the Service User's requests, and make changes in the arrangements for the delivery of the services, provided that there has not been a change in the Service User's circumstances or needs, and provided that the change will not lead to a change in the Care Plan. Agreed changes must be notified, in writing, to the Care Manager.
4. Staff refer to the Provider, to make sure that the Care Manager is notified of any increase or deterioration in physical or mental health, and record these changes in the Service User notes maintained by you.
5. You are aware that the SDO and Care Plan are reviewed by the Service User, Care Manager, and any other relevant person after four weeks of the start date, after three months and six monthly thereafter.

## 4.2 Continuity of Carers

*[Standards 13 and 14 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]*

**In order to ensure that the Service User is comfortable with their carer and has reasonable continuity of care, we require that:-**

1. You make sure that no more than three Care Workers (or, if double handling, three pairs of Care Workers) are involved in the care of any Service User at any one time, unless prior agreement has been obtained from the Care Manager;
2. You ask the Care Manager to agree a higher number of Care Workers in instances where the Service User receives an exceptional care package;
3. In instances where you decide to make a change without the agreement of the Service User, you record the reason in the Contact Book and the Service User must be given the opportunity to sign the document indicating their disagreement. The Care Manager must also be informed.

## 4.3 Records

*[Standard 16 (regulation 18) of the Domiciliary Care National Minimum Standards refers.]*

**In order to ensure that records of visits to the Service User's home and details of care given are comprehensive and shared as appropriate, we require that:-**

1. Acceptable standards of literacy in English and the first language of the Service User are used.
2. The Contact Book must be left in the Service User's home at all times, and completed pages only be removed and placed on the Service User's file at your premises after one month.
3. Appropriate sections of the Service User's personal file are accessible to relevant care staff.
4. Staff visiting a Service User for the first time sign the Service User's file to show they have read the relevant sections and are familiar with the Service User's needs.
5. Staff are aware of your policy in regard to confidentiality of records.
6. You allow our authorised staff to see records required by this Specification.
7. You accommodate visits by our authorised staff which may take place at any time and could be unannounced. We will be reasonable in exercising this right.

## 4.4 Security

*[Standard 5 (regulation 13) and Standard 15 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]*

**In order to ensure that the security of the Service User's home is maintained, and is not compromised by any action undertaken by a Care Worker from your Organisation, we require that:-**

1. You make staff aware of the risk of unintended breaches of confidentiality and to make sure staff are able to identify situations in which it may occur.
2. You make sure that staff do not carry with them more confidential information than they need for a week's work programme (e.g. lists of names and addresses).
3. When it is necessary for staff to keep written information detailing passwords or keypad numbers you find a way to preserve security. You must also make sure passwords or keypad numbers are not kept alongside names and addresses.
4. You negotiate with the Service User if a change of staff or a suspected breach of security occurs, to see whether a change of access code number will be acceptable to them.
5. You have policies and procedures in place to make sure that staff who leave or change duties return all written information about their work.
6. Key fobs should not carry the name or address of the Service User on them.

## 4.5 Freedom from Abuse

*[Standards 13 and 14 (regulation 14) of the Domiciliary Care National Minimum Standards refer.]*

**In order to ensure that the Service User is free from abuse and appropriate action is taken where it is suspected, we require that:-**

1. You ensure staff are familiar with the Kent and Medway Adult Protection Procedures and with your own policy and procedure on Adult Protection.
2. You comply with requirements for staff to have criminal record checks and you must comply with requirements as described in Kent County Council's *Recruitment and Selection of Staff* guide.
3. You take positive action to combat discrimination. Service User's needs arising from specific ethnic, religious, cultural, gender, sexuality, disability or age requirements must be identified in their Support Plans. You must ensure that staff are able to meet these needs.

## 4.6 Equalities

**In order to ensure that each Service User is treated with respect and dignity and services are provided which are appropriate to any special needs they might have, we require that:-**

1. You understand and comply with your statutory obligations under equalities legislation, including:
  - having a policy suitable for your business and ensuring that staff are made aware of the necessary procedures and requirements,
  - providing equalities training for all staff, and
  - producing a brief report each year describing the progress you have made in meeting the requirements of the Race Relations Amendment Act 2000.
2. You comply with requirements as described in Kent County Council's *First Steps to Equality*, *Second Steps to Equality* and *Equality and Employment* guides.

## 4.7 Accidents and Injuries

*[Standard 11 (regulations 12,13,14 &15) and Standard 16 (regulation 18) of the Domiciliary Care National Minimum Standards refer.]*

**In order to ensure that your staff are informed and deal confidently with accidents, injuries and emergencies we require that:-**

1. Any accidents or injuries to a Service User that require hospital or GP attendance that the Care Worker has knowledge of, are reported to the Service User's Care Manager and noted in the Service User Contact Book.
2. All staff know your procedures for dealing with medical emergencies.

## 4.8 Transmittable Diseases

**In order to ensure that the Service User, his/her family, staff and visitors are protected from transmittable diseases, we require that:-**

1. You have a policy in relation to transmittable diseases (e.g. HIV/AIDS and Hepatitis A, B and C);
2. You make sure that staff are trained to work safely with all Service Users and follow Kent County Council's *Universal Precautions* at all times.

## 4.9 Transport

**In order to ensure that the Service User is transported safely and appropriately we require that:-**

1. You understand your statutory obligations under current legislation, and have policies and procedures in place to ensure that these are met. This includes ensuring that all vehicles are:
  - taxed
  - appropriately insured
  - MOT'd with a valid certificate, and
  - maintained in accordance with the manufacturer's instructions.
2. When people in wheelchairs are being transported, wheelchair anchor points and grips conform to the relevant British Standard Specification and are used in accordance with the manufacturer's instructions.
3. Staff be assessed as competent in assisting the Service User to enter and exit vehicles.

## 4.10 Open Employment Staff Policy

**In order to ensure that staff benefit from being part of a confident and diverse staff team, we require that:-**

1. You understand and meet your statutory obligations under equalities legislation. You make sure that:
  - victimisation, discrimination and harassment are disciplinary offences, an appointed person in the organisation has responsibility for the effective operation of your policy;
  - you implement your equal opportunity policy and detail what actions are to be taken in implementing your policy;
  - monitor and review the policy; and
  - staff are supported if they are discriminated against by a Service User or Service User's relatives.
2. Training is given in equalities to any member of staff responsible for recruitment and selection.
3. You monitor the ethnic origins of all applicants for employment and those appointed.
4. You make sure that the staff group reflects the ethnic background of the Service User.
5. You make sure that your staff group are knowledgeable of the ethnic background of the Service User.

## 5. Guides, References and Other Useful Documents

### Statutes

Statutes and statutory instruments can be downloaded free of charge at [www.legislation.hmso.gov.uk](http://www.legislation.hmso.gov.uk)

- ❑ Care Standards Act 2000
- ❑ Race Relations Amendment Act 2000
- ❑ Data Protection Act 1998
- ❑ Human Rights Act 1998
- ❑ Public Interest Disclosure Act 1998
- ❑ Disability Discrimination Act 1995
- ❑ Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
- ❑ Management of Health and Safety at Work Regulations 1992
- ❑ Management at Work Regulations 1992
- ❑ Manual Handling Operations Regulations 1992
- ❑ Personal Protective Equipment Regulations 1992
- ❑ Provision and Use of Workplace Equipment Regulations 1992
- ❑ Workplace (Health Safety and Welfare) Regulations 1992
- ❑ NHS & Community Care Act 1990
- ❑ Control of Substances Hazardous to Health Regulations 1989
- ❑ Sex Discrimination Act 1975, 1986
- ❑ Mental Health Act 1983
- ❑ Race Relations Act 1976
- ❑ Health and Safety at Work etc Act 1974

### Staff

- ❑ Criminal Records Bureau Disclosure Service 2000
- ❑ Care Standards Act 2000
- ❑ National Minimum Wage Act 1998 and Regulations 1999
- ❑ Working Time Regulations 1998 and 1999
- ❑ Public Interest Disclosure Act 1998 (Whistle Blowing)
- ❑ Part V Police Act 1997
- ❑ Employment Rights Act 1996
- ❑ Rehabilitation of Offenders Act 1984
- ❑ The Provision and Use of Work Equipment Regulations (1998) (ISBN0-7176-0414-4) are available from the Health and Safety Executive
- ❑ National Association for the Care and Resettlement of Offenders (NACRO) leaflet

### Catering facilities

- ❑ Food Safety (General Food Hygiene) Regulations 1995
- ❑ Food Safety Act (1990)

## **Good Care Guides published by Kent County Council**

- ❑ Older People Living at Home
- ❑ Older People with dementia
- ❑ Administering Medication
- ❑ Personal Relationships and Service Users
- ❑ Recruitment and Selection of Staff
- ❑ Adult Protection
- ❑ Universal Precautions
- ❑ First Steps to Equality
- ❑ Second Steps to Equality
- ❑ Equality in Employment

## **Other Documents**

- ❑ Working Together to Safeguard Children
- ❑ Multi-Agency Adult Protection Policy, Procedures and Protocols for Kent and Medway

**Note:** *Additional 'Good Care Guides' and 'Other Documents' can be obtained from the address below at a nominal price.*

This Specification is the property of Kent County Council. Comments or questions should be forwarded to:

**Kent County Council  
Social Service Directorate  
Service Policy and Standards (Contracting)  
Room 2.38  
Sessions House  
County Hall  
Maidstone  
Kent ME14 1XQ**

**Telephone: (01622) 694907**

**E-mail: [sshqcontracts@kent.gov.uk](mailto:sshqcontracts@kent.gov.uk)**

# 1. ADDENDUM

- 1.1 This Addendum refers to the detail of service provision, the rights of Service Users, the Tasks (service components) of the expected service and the Standards expected of the Care Provider.

## 2. Description of services to be supplied

- 2.1 The range of services to be provided may include personal care and social/emotional support.
- 2.2 As a basic minimum service, You will provide carers to be on duty in the scheme 24 hours a day, every day of the year, to assist in providing personal care, practical support, housing related support tasks and encouragement to Service Users to participate in the range of communal activities.
- 2.3 Waking Night Support - the Care and Support Worker is expected to remain awake throughout the night and be readily available to provide support/assistance in accordance with agreed outcomes in the Care Plan.
- 2.4 In addition to the on site care and support there is likely to be a need for additional care hours to be provided flexibly according to the needs of the individual Service User and their dependency band.
- 2.5 Every resident will have access to the Care Team 24 hours a day for emergency support needs. It is therefore expected that a combination of on site and domiciliary care services are available at the Extra Care Housing Scheme. You will be responsible for achieving this in the most appropriate and cost effective way.
- 2.6 At any time You will respond appropriately to requests for assistance from or concerning a resident within five minutes of receiving the request via the designated call system or other means.
- 2.7 You will be able to provide Services to new residents within the Extra Care Housing Scheme as long as You have seven days' notice of the Service User's move into the Extra Care Housing Scheme and receive a Care Plan from the responsible KASS staff member. If possible, You will arrange to meet a prospective resident prior to their moving into the Extra Care Housing Scheme.
- 2.8 The desired outcome of the service provided to each Service User will be described in the Care Plan.

## 3. LEVEL OF SERVICE

- 3.1 The Guaranteed Minimum Service Level is defined in the Contract Terms and Conditions and means the guaranteed quantity of Service per week for the duration of the Contract that You will be contracted to deliver within each Extra Care Housing Scheme.



3.2 The Guaranteed Minimum Service Level will be subject to change following the annual performance review, which will be carried out on a yearly basis in line with the our Service and Quality Monitoring Review procedures.

3.3 You must ensure that staff are available for induction and training prior to opening. Transitional (i.e. implementation) arrangements will be agreed with Us.

3.4 You must accept all Referrals within the Extra Care Scheme.

## **4. SERVICE COMMENCEMENT**

4.1 If you require additional information, then you shall request the same from the Care Manager prior to commencement of the Service and the Care Manager will use his/her best endeavours to meet any reasonable request.

## **5. TASKS**

5.1 Some support tasks may entail a split of responsibility between You and the Housing and Facilities Management Provider. Such shared responsibility must be discussed in detail and agreed with the Housing Provider at the commencement of the Contract.

5.2 Where there is a split of responsibility for housing related and support activities, the Housing and Facilities Management Provider and You will agree how work will be shared to deliver the activity and this should be documented accordingly.

5.3 If the Service is usually provided by more than one worker, one of the workers involved in providing the Service shall be nominated as The Key Worker. The Key Worker has the responsibility for taking a particular interest in the Service User and their carer as appropriate. The Key Worker shall be stated in the Service User's folder. The Key Worker approach does not take away the responsibility of all workers to support the Service User in an appropriate way but is a way of personalising and co-ordinating the service provision.

## **6. MONITORING AND PERFORMANCE INDICATORS**

6.1 You will be expected to achieve agreed satisfaction levels, (which will vary during the course of the Contract), against the Key Performance indicators as detailed in clause 7.2.

6.2 It is expected that both You and the Housing and Facilities Management Provider will work closely and co-operatively, in accordance with clauses defined in section 9, which may be adjusted during the course of this Contract. The effectiveness of this partnership working will be measured though the performance indicators as specified.

## **7. PERFORMANCE LEVELS**

7.1. The Provider shall be expected to meet all the criteria set through the Commission for Social Care Inspection or the Care Quality Commission.

7.2. In addition, You will be expected to achieve agreed satisfaction levels – which will vary during the course of the Contract – on the following Key Performance Indicators;

	<b>Key Performance Indicators</b>	<b>Initial Target</b>
7.2.1	Overall satisfaction and service provided	Extremely satisfied / Very satisfied 60%
7.2.2	All residents have up to date care and support plan with appropriate risk assessments	100%
7.2.3	Residents receive sufficient visits	90%
7.2.4	Residents receive same care workers	Always / nearly always 95%
7.2.5	Care workers are obliging	90% satisfaction
7.2.6	Care workers are flexible	90% satisfaction
7.2.7	Care workers are responsive in emergencies	90% satisfaction
7.2.8	Care workers are competent to undertake tasks	90% satisfaction
7.2.9	Care workers encourage residents to do things for themselves	90% satisfaction
7.2.10	Tasks are carried out at a time that suits residents	90% satisfaction
7.2.11	Carers are in a rush	60% never
7.2.12	Excellent care workers	95% strongly agree / agree
7.2.13	All complaints are dealt with in agreed timescale	100%

7.3 The performance indicators described in section 7.2 will be subject to further adjustment by the Contracts Manager or their nominated officers.

7.4 An annual review in line with the County Council's Quality and Monitoring Review Process will be conducted by the Contracts Manager to determine the satisfactory achievement of the detailed performance Indicators.

## **8. EXTRA CARE DOMICILIARY SUPPORT TASK LIST**

8.1 At all times the focus will be to 'work with' rather than to 'do for', to encourage and maximise the independence of residents.

8.2 Personal Care comprises personal assistance, but not nursing care, enabling individual Service Users to carry out daily living activities. All tasks should only be carried out following an appropriate risk assessment that should then be followed by the Workers.

8.3 As part of the Service User's social and emotional support, the Services shall enable each Service User to achieve as independent a lifestyle as possible.

8.4 Domestic support may be required as part of an overall package of care.

8.5 It is recognised that the schemes will have a wide range of abilities and disabilities across the 7 districts. The Care Plan formulated by the appointed Care Manager will determine the level of Tasks to be delivered according to the needs of the individual Service Users. Therefore, there may be additional support factors which need to be taken into consideration for certain Service Users and some tasks may have to be shared with the Housing Provider.

- 8.6 This is not an exhaustive list, but gives a broad framework of the tasks that may have to be shared with the Housing and Facilities Management Provider.
- a) Monitoring health and well-being.
  - b) Support with household management and, ensuring the health and safety and security of both individual resident's dwelling and the security of the whole building outside of the required hours of the Housing and Facilities Management Provider and responding to emergency calls.
  - c) Maintaining and developing social contacts and avoiding isolation.
  - d) Helping in social networks and joining in activities.
  - e) Support with household management, ensuring the health and safety and security of both individual resident's dwellings and the security of the whole building outside of the required hours of the Housing and Facilities Management Provider and responding to emergency calls.
  - f) Encouraging and supporting residents to participate in the life of the wider community, including participation where necessary in the range of activities organised by the Housing Provider.

## **9. THE CARE INTERFACE WITH THE HOUSING PROVIDER**

- 9.1 It is recognised that the management and operation of the Interface between the Housing and Facilities Management Provider, We and You will be of paramount importance in terms of delivering the Council's Vision for Extra Care Housing and service delivery to residents.
- 9.2 Experiences show that the relationship between the Housing and Care Provider is so pivotal that a scheme can succeed or fail this is if not planned or managed effectively. Criteria for a successful relationship include the following:
- A shared understanding and commitment to the philosophy of the scheme by all parties with the delivery of a quality cohesive service to residents being the common uniting goal.
  - A strong commitment to joint working by the Council, Housing and Care Provider.
  - An open and trusting relationship characterised by respect of specialisms, and a willingness to learn and tackle problems together.
  - Good working relationships at all levels and effective team working.
  - Clarity of roles characterised by a degree of give and take and flexibility at the edges.
  - Close co-operation and good communication between the Housing and Care Provider.
  - A focus on delivering better outcomes for residents rather than being bound by internal processes.
- 9.4 We have the following expectations of you in relation to your relationship with the Housing Provider:
- 9.4.1 Criteria for a successful relationship include the following:
- That You work with the Housing Provider and a Joint Protocol is drawn up to detail the operation of the interface. This is to be agreed and signed by the Housing and Facilities Management Provider and You.

- The Housing and Facilities Management Provider and You will agree and adhere to a programme of joint training, where joint training will be beneficial i.e. operation of equipment, health and safety relating to the building, fire safety, awareness of roles and processes.
- You in conjunction with Us will involve the Housing and Facilities Management Provider in the development of individual residents' need assessments and support plans in relation to identifying areas of need in relation to housing related support.
- We will also expect You to have the following financial responsibilities:
  - Payment for office related running costs relating to the care staff i.e. payment for telephone lines and calls/operation of fax / photocopier / stationery / contribution to heating and lighting costs.

9.5 Once You have been selected, We may arrange a series of meetings with the Housing and Facilities Management Provider and You, to clarify respective roles and responsibilities and identify areas where flexibility and support will need to be provided. It will be useful to include a meeting, which involves the catering provider so that there is clarity across all operations within the scheme.

9.6 Particular roles and areas of responsibility, which will need to be discussed and agreed, are as follows:

- **Housing Related Support activities** – Where there is a split of responsibility for activities, the Housing and Facilities Management Provider and You will need to agree how You will work together to deliver the activity. In terms of responding to residents' emergency call alarms, You will be responsible for this activity, but Housing and Facilities Management Provider staff will provide some back up support in cases of emergency.
- **Building security** – The Housing and Facilities Management Provider will be responsible for the security of the building during the required hours, however You are expected to assist with maintaining the security of the scheme during these hours i.e. closing doors that should not be open, apprehending suspect visitors etc.

You will be expected to be responsible for maintaining the security of the building. This will include regulating access to the scheme, welcoming and signing in visitors, responding to door security alarms etc. and cooperating and assisting with the Housing Provider's Temperature Management Plan.

- **Maintenance** – The Housing and Facilities Management Provider will generally be responsible for all maintenance activity relating to the scheme, however, You will be expected to have the following roles:
  - Assisting less able residents to report repairs to their homes.
  - Reporting defects in the communal areas to the Helpdesk.
  - Assisting residents with the use and operation of equipment in their homes i.e. setting heating controls, use of telecare equipment.

- **Refuse** – The Housing and Facilities Management Provider staff will be responsible for emptying and clearing rubbish from storage bays on the floors of each scheme, however Care Staff will be expected to assist residents with sorting their refuse for recycling and assisting those who are not able to transport their refuse from their home to the refuse storage areas.
- **Cleaning** – The Housing and Facilities Management Provider will be responsible for the general cleaning of the scheme. You will be expected to be responsible for reporting any spillages/debris to the Helpdesk and informing the Helpdesk when the staff sleepover facility is used so that laundry and cleaning services can be programmed. The Housing and Facilities Management Provider may also be interested in talking to You about their staff undertaking 'emergency' cleaning outside working hours and being reimbursed for the cost of this service.
- **Health & Safety** – Both the Housing and Facilities Management Provider and You will have a joint responsibility for Health & Safety. During the required hours, you will be expected to assist the Facilities and Events Management Team with fire safety procedures.

9.7 **Training and Induction** - In order to foster an ethos of teamwork and joint working at each scheme and across the sites, it is appropriate that joint induction and training is planned between the Housing and Facilities Management Provider and You and facilitated by us when appropriate.

The Housing and Facilities Management Provider will supplement these training and induction sessions with an on-site operational manual and condensed guide/handbook for staff.

9.8 **Good Communication and Close Co-operation** - Housing Provider's Contract Manager, Senior Care Provider Manager, Care Commissioning Manager, catering Manager and County Council. It is suggested that these are held initially, then reverting to quarterly or bi-annually. The team will be working closely together but should the need arise meetings can and will be called to deal with specific issues.

- Facilities & Events Manager, Care Commissioning Manager, Site Catering Manager, Care Provider Manager/Team Leader. These would be held ;
- Scheme and Service Delivery Team meetings – monthly.
- Residents Meetings/Focus Groups – quarterly.
- Pre-planned Allocations Panel Meetings.

Meetings to be supplemented with additional formal communications such as electronic team/staff briefings, and newsletters and scheme/contract information and newsletters for residents.

9.9 **Monitoring of Reporting Arrangements** - There may be some teething problems at first as staff become accustomed to the operation of the building and each other's roles and responsibilities. It is important to be open and

honest with residents about these anticipated initial problems and provide a commitment to early resolution rather than creating an expectation that everything will run smoothly from day one. Residents will be encouraged to provide feedback on any problems, no matter how minor, so that the service can be improved.

9.9.1 In terms of monitoring the management and operation of the care and catering facilities of the schemes, the following indicators and triggers will be used by the Housing and Facilities Management Provider for the improvement of satisfaction with service delivery

- Compliments and complaints.
- Formal and informal feedback from Commissioners, staff, residents and stakeholders.
- Incidents and accidents.
- Focus groups of staff and residents.
- Resident satisfaction questionnaires.
- Stakeholder questionnaires.