



## Response to Request for Information

Reference      FOI 002639  
Date            07 August 2018

### ***Domiciliary Care***

#### **Request:**

I am writing to you under the Freedom of Information Act 2000 to request the following information:

1. Please provide the name of the current home care (Domiciliary care) contract?  
[Domiciliary Care and Home Base Respite for Carers.](#)
2. Please provide the contract start and end date and set out any extension periods?  
[The current Dom Care Contract runs 16 May 2016 to 15 May 2019 with an option to extend up to a further twelve months until 15 May 2020.](#)
3. If the contract is an open framework please detail who to contact to get onto it?  
[The Current Dom care contract is a closed Framework.](#)
4. If the framework operates a dynamic purchasing system such as 'Adam' please detail?  
[The Dom care contract is a closed Framework.](#)
5. Please detail an exact or indicative rate per hour you are currently paying for standard Dom care?  
[The hourly rate for standard Dom care £14.52](#)
6. Do you use 15 minute visits as a standard?  
[The City of Wolverhampton Council commission packages of care which include visits by paid carers for periods of less than half an hour. These brief visits are specifically to undertake tasks which can be reasonably expected to take the 15 minutes allocated and usually relate to the oversight of a service user taking prescribed medication, welfare visits and maintaining hygiene.](#)
7. Do you operate reablement packages in this contract or if separate to this contract please name the alternative contract and provider?  
[The City of Wolverhampton Council operates a reablement services contract, being delivered by:](#)

Service	Providers
1. Community Reablement	- Home Assisted Reablement Programme - Select Lifestyles
2. Bed-Based Reablement	- Showell Court – Accord Housing - Bradley Resource Centre

8. Please provide the name, job title and contact email or/ an mobile phone number for the lead procurer of services?

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Tel:01902 55 1287

9. Please provide the current service specification and KPI requirements?

See attached.

10. Please provide the average number of unmet hours in the previous 3 months?

Following reasonable enquiries, it has been established that the Council does not hold the above requested information.

Consequently, we are unable to provide any information relating to the above, and are informing you as required by Section 1(1) (a) of the Freedom of Information Act 2000 ("The Act"), that states:

"Any person making a request for information to a public authority is entitled to be informed in writing by the public authority whether it holds information of the description specified in the request".

**Service Specification for**

**Domiciliary Care**

**and**

**Home-based Respite for Carers**

# **PART ONE - GENERAL**

## **1 Background**

- 1.1 The overarching aim of the Council's People Directorate is to enable all communities, families and individuals to thrive, with a specific goal of investing in early intervention, reablement and prevention to maximise independence.
- 1.2 The domiciliary care service aims to compliment the Council's corporate priorities by ensuring that:
  - 1.2.1 People live longer and have healthier lives;
  - 1.2.2 People are safeguarded in vulnerable situations;
  - 1.2.3 Independence is promoted for older people;
  - 1.2.4 People are enabled and healthy lifestyles are promoted
  - 1.2.5 Independence for people with disabilities are promoted;
  - 1.2.6 Communities are enabled to support themselves;
  - 1.2.7 The City is kept safe.
- 1.3 It is intended that all commissioning activity will be progressed with a common set of embedded themes:
  - 1.3.1 Personalisation;
  - 1.3.2 Maximisation of the use of Assistive Technology (telecare);
  - 1.3.3 Delivery of the corporate savings objectives;
  - 1.3.4 Delivery of services aligned to the Corporate Plan.
- 1.4 The Service will be available for Wolverhampton residents of all ages, but predominately aged 65+.
- 1.5 Domiciliary care is defined as care provided to someone in their own home. The aim of domiciliary care is to enable people to remain living as independently as they can be in their own homes through the provision of personal care and support. This may include care and support with daily personal tasks including with medication, however care and support will be predominantly non-medical. The support provided should be of a reablement nature when appropriate and will be tailored to suit the individual's needs.
- 1.6 This service specification forms part of the Contract for provision of domiciliary care and must be read in conjunction with local and national strategies, including local quality standards and practice guidance documents that are periodically revised and issued by the Council.
- 1.7 Changing national or local policies and priorities may also necessitate changes to the specification. The views of Providers, Service Users and their carers will be taken into account in any review of the Specification and their views will be welcomed at any time during the life of the Contract.

- 1.8 It is anticipated that the scope of the Service may change throughout the life of the Contract, and it is expected that the Provider will work closely with the Council to develop systems and approaches to develop the services provided. Changes to the contractual terms or specification will be made in accordance with Clause 9 (Variation).

## **2 Demography and Demand**

- 2.1 Over the next 20 years (2012-2032) the population in England is predicted to grow by 8 million to just over 61 million, 4.5 million from natural growth (births - deaths), 3.5 million from net migration.
- 2.2 By 2031, ethnic populations will make up 15 per cent of the population in England. By 2032 11.3 million people are expected to be living on their own, more than 40 per cent of all households. The number of people over 85 living on their own is expected to grow from 573, 000 to 1.4 million.
- 2.3 The population aged over 65 is growing at a much faster rate than those under 65. Over the next 20 years the population aged 65-84 will rise by 39 per cent and those over 85 by 106 per cent.
- 2.4 It is important to recognise that the pressure on families to care in their own homes, particularly for spouses and partners, is growing significantly and is predicted to double over the next 30 years. There are currently 670,000 people with dementia in England. This number is also expected to double in the next 30 years. In addition, the Prime Minister's Challenge on Dementia states that there are currently 550,000 people in England acting as primary carers for people with dementia.
- 2.5 In 2011 there were 5.41 million people who provided unpaid care in England. Health and Social Care services are dependent upon the role played by informal carers, and so it is important to recognise the important contribution unpaid carers make to society. The Care Act 2014 has ensured that Carers are a key consideration in the way in which services are designed and delivered. Carers offer valuable support that is often unpaid.

## **3 Local Demography**

- 3.1 Key demographics about the population of Wolverhampton can be ascertained from the 2011 census. The resident population is 248,470, an increase of approximately 10,000 compared to the last mid-year estimates. This is made up of approximately 51% females and 49% males and the average age in Wolverhampton is 39, which is similar to the England average, however, broken down by specific age groups, Wolverhampton has a slightly higher proportion of children aged under 16, however, the older age population is predicted to increase over the next 10 years, locally and nationally.
- 3.2 In Wolverhampton, local data suggests there are approximately 6,600 (52%) people who are aged 80 years and over, and are living with three or more long term conditions. In addition to this there are approximately 1,800 people in Wolverhampton with a confirmed diagnosis of dementia and at least one other nationally defined long term condition.

- 3.3 In terms of ethnicity, the majority of the population (68%) is from a white ethnic background with the remaining 32% from black and minority ethnic backgrounds (BME). By far, the largest of the BME groups is Asian at 18.8%, followed by black and mixed at 6.9% and 5.1% respectively. The south east of the city has the highest proportion of BME residents.

## 4 Purpose

- 4.1 Adult Social Care is impacted by local and national drivers. These drivers are:
- 4.1.1 Partnership through co-operation and integration, delivered primarily through the Better Care Fund;
  - 4.1.2 The provision of Information and Advice;
  - 4.1.3 Building Community based support;
  - 4.1.4 Early intervention;
  - 4.1.5 The promotion of wellbeing and independence.

## 5 National Context

- 5.1 The Service is commissioned in the context of the following:
- 5.1.1 Care Act (2014)
  - 5.1.2 Health and Social Care Act 2008 (Regulated Activities) Regulations (2014)
  - 5.1.3 Think Local, Act Personal: Working together for personalised , community based care and support: A Partnership Agreement 2014/2017
  - 5.1.4 National Carers Strategy (2010)
  - 5.1.5 Living well with dementia: A National Dementia Strategy (2009)

## 6 Local Strategic Context / Local Commissioning Drivers

- 6.1 City Strategy; supporting and protecting the most vulnerable members of our society (2011/2026)
- 6.2 Wolverhampton Living Well In Later Life (2012/2015)
- 6.3 Joint Dementia Strategy (2015/2017)
- 6.4 Joint Intermediate Care and Reablement Strategy (2014/2016)
- 6.5 Wolverhampton Single Market Position Statement for Adult Services (2015/2017)
- 6.6 Joint Carers Strategy – (under review)

## 7 Principles

- 7.1 The Provider must ensure that they work within a 'whole system' approach working with local stakeholders including relevant statutory, voluntary and third sector organisations. The Service will operate within the following core principles:
- 7.1.1 **Outcome-Focused Approach.** The delivery model is based on an 'Outcomes-Focused Approach'; the aim of which is to shift the focus from activities to results. Service User outcomes are measured as specific changes in behaviour, condition and satisfaction for the people in receipt of the Service.

7.1.2 **Assistive Technology.** Technology is increasingly being used to support people at home; this enables individuals to live independently and securely in their own home. It includes services that incorporate personal and environmental equipment in the home, and remotely, that enable people to remain safe and independent in their own home for longer. Providers will be required to demonstrate they have considered assistive technology by:

7.1.2.1 Ensuring the promotion of assistive technology and the opportunities it can provide in reducing the need for extensive care and support to Service Users and their informal/unpaid carers

7.1.2.2 Ensuring their assessment processes includes consideration of the use of Assistive Technology to reduce the care package where possible.

7.1.3 **Personalisation agenda.** The Provider shall ensure that it aligns its services to meet the Personalisation agenda, enabling Service Users to have control over their lives, and allowing them to shape the support offered to meet their needs. Service Users and their carers shall be respected as a unique individual, with recognition being given to particular physical, psychological, social, emotional, cultural and spiritual needs.

## 8 **Provider Capacity**

8.1 The Provider must ensure that information regarding their capacity to accept new referrals is available to the Council at all times.

8.2 Non-urgent care packages will be expected to commence within three working days of acceptance or the Service User's preferred start date if longer.

8.3 Where the Council has any reasonable concern about a Provider's ability to respond to care requests by secure email, in a timely manner, or the flexibility of the Provider to meet demand, this may lead to a formal notice of improvement being issued by the Council and ultimately the suspension of any offers of new business or termination of the Contract.

8.4 Where the Provider declines six packages of care in a fortnightly period where there is sufficient capacity, the Council reserves the right to suspend referrals to the Provider for a further two weeks.

8.5 All Providers must take reasonable steps to ensure that they have capacity to meet demand for service. However, there may be occasions where the Provider's level of business increases significantly in a short space of time and a continued increase in the level of business may undermine the quality of service provided to the individual. Equally, there may be instances where the volume of business with any one Provider has grown to such a level that potential Provider failure would create an unacceptable

risk to the Council. In these instances the Council may cease to offer packages for a temporary period to the Provider to minimise any risk.

## **9 Employee Recruitment**

- 9.1 The Provider shall operate a recruitment and selection programme that will secure the availability of skilled experienced, competent and qualified employees to enable compliance with this Specification.
- 9.2 The Provider shall achieve this by implementing a thorough employee selection process involving written recruitment and selection policies and procedures, which are not discriminatory, which take into account all current legislation including Equal Opportunities legislation.
- 9.3 The Provider's recruitment and selection process shall demonstrate a commitment to equal opportunities and non-discrimination and be compliant with all relevant legislation. Every effort will be made to recruit staff from black and minority ethnic groups in order to reflect the diversity of the local community and to meet the needs of carers and users.
- 9.4 There shall be a clear written job description for all posts. There must be a written statement of what qualifications, training, experience, special knowledge and skills are required and these requirements should be appropriate to the post in question. The job descriptions should be made available to Commissioning and Quality Assurance and Compliance when requested.
- 9.5 The Provider shall ensure that the prospective employee has completed a written application for employment that includes: factual information relating to previous experience, relevant qualifications and/or training. The form must detail a full employment history and gaps must be explained.
- 9.6 Once a prospective employee has accepted a position with the Provider the Provider will:
  - 9.6.1 Ensure that the employee signs and dates a current job description and are issued with a copy of terms and conditions of employment – all staff must be directly employed by the Provider.
  - 9.6.2 Provide relevant details of the employee to the Council's Quality Assurance and Compliance Team for the purpose of updating and maintaining the Care Worker Database.
- 9.7 The Provider shall have an employee selection process in place including:
  - 9.7.1 The completion of a written job application form;
  - 9.7.2 Two written references, one of which must be from the immediate previous/current employer;
  - 9.7.3 A personal interview by a senior representative of the Provider and a record of the interview retained on their personal file;



#### 9.7.4 An enhanced DBS check.

- 9.8 Two written references shall be obtained before any offer of employment is made to a new employee, one of whom shall normally be the immediate past employer. Any gaps in the employment record shall be explored and recorded.
- 9.9 A medical checklist shall demonstrate that all employees are fit to carry out the tasks required of them and have no condition that will pose a risk to them or the Service User.
- 9.10 The Provider shall ensure that all employees are aware that declarations of all past criminal cautions or convictions shall be declared, as posts are exempt from the Rehabilitation of Offenders Act 1974.
- 9.11 The Provider shall provide a copy of its grievance, harassment, whistleblowing and disciplinary procedures to all employees.
- 9.12 The Provider shall maintain current and accurate records of all its employees, including management. The records shall be kept on a central file and on individual employee files. Such records shall be open for inspection by the Council upon request at any time.
- 9.13 The Provider must demonstrate that the legal obligations in the Public Sector Equality Duty and the Equality Act 2010 are met in the service delivery. Providers are required to foster good relations by tackling prejudice and promoting understanding between people who share a protected characteristic and others.
- 9.14 The Provider will ensure that this Service has full time Manager, Care Co-ordinator and local staff team, and will ensure that there is a nominated representative available in the absence of the Registered Manager.
- 9.15 The Provider will ensure that a Manager or nominated representative attends Provider forums and specific training events that the Council considers essential in the effective delivery of this contract.
- 9.16 The Provider will have an appropriate Disciplinary and Grievance and Whistle-blowing procedure and will ensure they notify the Council's Quality Assurance and Compliance Team of any allegation of unprofessional conduct resulting in external investigation, suspension or dismissal.
- 9.17 The Council's Quality Assurance and Compliance Team will be notified of any statutory notice served on the Provider, and the Provider must ensure that appropriate measures are in place to fulfill the requirements of the notice.
- 9.18 The Provider will be registered with the Skills for Care National Minimum Dataset (NMDS). A NMDS organisation record or subsequent replacement must be updated with organisational data on an annual basis. The Provider must complete at least on an annual basis individual NMDS worker records
- 9.19 The Provider will ensure that it complies with Disclosure and Barring Service (DBS) requirements for staff.

- 9.20 The Provider will ensure that all staff are issued with picture identification including contact telephone number to verify employment and expiry date, prior to carrying out domiciliary care activities
- 9.21 All staff must be issued with and briefed on information in relation to national codes of Practice for Social Care Workers (formerly GSCC Codes of Practice for Social Care Workers).
- 9.22 The Provider must issue Staff with a weekly rota which details the times and amounts of care to be delivered to each individual and allows sufficient travel time between calls.
- 9.23 The Provider will take all steps to support employees to undertake the duties for which they are employed and ensure that 80% of care staff have obtained Level 2 Diploma (or equivalent). All other staff must be working towards obtaining a Level 2 Diploma within six months of employment commencement date. The Provider must identify on-going training needs and ensure that Staff receive appropriate training to develop the skills that are necessary to perform tasks to the required standard
- 9.24 The Provider will notify the Council's Quality Assurance and Compliance Team without any delay of key personnel changes, including the impending employment termination or change of the Registered Manager (or local Manager).
- 9.25 The Provider must satisfy itself that any Staff using their car for work purposes have appropriate valid business class motor insurance and that a copy of the employee's motor insurance certificate is held on their personnel record. A copy of the Staff member's valid driving licence and MOT certificate should also be retained on file.
- 9.26 Carers and Service Users should where possible be involved in the recruitment, selection and interview procedure.
- 9.27 The Provider will ensure and evidence that it provides support for all Staff responsible for the Service. This support will include the following:
- 9.27.1 One to one meetings
  - 9.27.2 Annual performance appraisal
  - 9.27.3 Holding regular team meetings at which notes are taken and circulated to all staff
  - 9.27.4 Evidence of a range of information sharing and feedback opportunities.
  - 9.27.5 Opportunities for Staff to reflect on difficult or emotionally stressful situations as soon as possible after the event.
  - 9.27.6 All support workers having access to appropriate line management for advice and guidance during Service delivery times.
  - 9.27.7 The Provider will have an appropriate capability procedure.

## **10 Staffing**

- 10.1 The Provider must ensure that there are sufficient staff available at all times to accept new care packages and respond to changes in existing packages at short notice and outside core hours.
- 10.2 It is the responsibility of the Provider (not Staff) to make the arrangements to cover absences and cover should be arranged primarily from the core support team. The Manager and/or Co-ordinator should not carry out care duties unless in emergency situations.
- 10.3 Support staff should not be accompanied by unauthorised persons including children or pets when attending Service Users' homes. No unauthorised person should accompany Staff without the express written consent of the Provider and the Council.
- 10.4 Under no circumstances is it acceptable for Staff to borrow money or goods from a Service User or their family; or to sell goods to each other; or to purchase goods from shops or mail order clubs for each other. The Provider must have a clear written policy covering this and the receipt of gifts or bequests stating that staff must not accept gifts from carers or Service Users.
- 10.5 The Provider is responsible for supplying appropriate personal protective clothing and equipment to Staff.
- 10.6 The Provider must be able to demonstrate that it has systems in place to record any key holding activity if necessity arises.
- 10.7 The Provider must be able to demonstrate that a fully auditable system is in place for financial transactions undertaken on behalf of a Service User should the need arise.

## **11 Management**

- 11.1 The Provider will ensure that there is an appropriate management structure and a Registered Manager responsible for the Service and will ensure that there is a nominated representative available in the absence of the Manager with responsibility for the Service at all times.

## **12 Training**

- 12.1 The Provider shall ensure that newly appointed employees receive an induction training programme recommended by the Care Quality Commission. All Staff engaged in the delivery of this Service shall be qualified to Level 2 Diploma (or equivalent) in Health & Social Care within six months of start date. Any volunteers delivering the same Service as paid Staff must be qualified to the same level.
- 12.2 Providers must assess workforce training levels, the training already achieved and skills gap for individuals and the workforce as a group. Providers must have financially resourced plans in place to address workforce development requirements. The Provider must have a training plan, a training matrix and keep records of successfully completed training on an individual's and central file to continuously monitor and develop this.

- 12.3 Providers must demonstrate that they are complying with the relevant regulations covering staff competence and training. Providers must ensure the completion of the Fundamental Standards (or other standards as set out by the CQC) for all new Care Workers and other employees within 12 weeks of starting their employment. This induction must specifically include Mental Capacity Act (MCA) Safeguarding and Dementia training.
- 12.4 The Provider shall ensure that there is an on-going employee development and training programme providing effective supervision and support from appropriately trained and experienced supervisors or managers.
- 12.5 The Provider shall ensure that it maintains and regularly updates the following policies, and issues guidance on the following to staff as part of induction and continuing professional development:
  - 12.5.1 Health and safety requirements
  - 12.5.2 Moving and Handling
  - 12.5.3 Confidentiality
  - 12.5.4 Dealing with complaints
  - 12.5.5 Safeguarding Adults
  - 12.5.6 Whistle blowing policy
  - 12.5.7 Dementia/Mental Health Awareness/Learning Disability Awareness
  - 12.5.8 Health related conditions
  - 12.5.9 Infection prevention and control
  - 12.5.10 HIV awareness
  - 12.5.11 Non-attendance
  - 12.5.12 Contact with Adult Social Care staff other professionals, carers and users
  - 12.5.13 Respecting carer/users' privacy
  - 12.5.14 Discovery of an accident to a carer/user
  - 12.5.15 Recording of accidents and incidents
  - 12.5.16 Dealing appropriately with emergency situations
  - 12.5.17 Professional boundaries
  - 12.5.18 Record keeping practice
  - 12.5.19 Compliance with Data Protection Act 1998
  - 12.5.20 Handling money
  - 12.5.21 Reablement and prevention agendas
  - 12.5.22 Community Alarm/Telecare Services
  - 12.5.23 Food hygiene
  - 12.5.24 Appropriate use of Identification Cards, and access to carers/service users' homes
  - 12.5.25 Health and Care Professions Council Code of Conduct for Social Care Workers
  - 12.5.26 Working towards the Care Certificate
  - 12.5.27 Relevant regulatory legislation and guidance relating to Domiciliary Care services
  - 12.5.28 Administration of medication (staff must successfully complete an Accredited Course)
  - 12.5.29 All staff must be able to demonstrate an understanding of legislation relating to equalities and anti-discriminatory practices.
  - 12.5.30 The rights of carers and users

### **13 Direct Payments and/or Customers who fund their own care**

- 13.1 Increasingly individuals are choosing to use self-directed support and are opting to receive a Direct Payment from the Council. Other individuals may choose to fund their own care and support, again contracting directly with the Provider.
- 13.2 Where a Service User who is using the Service opts to switch to receiving a Direct Payment the Provider must provide a written contract confirming the terms and conditions of the arrangements, which are to be no less favourable than the terms and Conditions of this contract, with the Service User or family where appropriate.
- 13.3 Providers will be expected to engage with the Council to develop a framework for Individual Service Funds (ISF) option for local people using domiciliary care services through cooperation, information and support. The Provider shall use its reasonable endeavours at all times to ensure that none of its Staff enter into any private arrangement or agreement of any kind with any Service User.

### **14 Involvement of Informal Carers and Other Organisations**

- 14.1 The Provider will liaise with and encourage the involvement of relatives and informal carers with Service Users and the Service they receive. The only exception is where this is in conflict with the needs of the Service User as identified through the assessment process and their own wishes.
- 14.2 The Provider must be familiar with the roles and expected functions being undertaken by other providers and informal carers contributing to the Service and work proactively and positively with all other agencies in the best interest of the Service User.
- 14.3 The Provider must inform the Council of any situation where another party to the Support Plan is failing to undertake their expected role or function.

### **15 Electronic Home Care Monitoring**

- 15.1 All Providers must use the Council's Electronic Home Care Monitoring (EHCM) System for logging service provision and undertaking invoicing for all service provision. The Provider must have a rostering system that interfaces with the Council's electronic home care monitoring system in place before commencement of any contract. The cost of any interface between the Providers rostering system and the monitoring system used by the Council will be borne by the Provider.
- 15.2 The Provider must co-operate with the Council in the use of the system, including the rostering of care workers and the interface of that data to the electronic monitoring system and then the monitoring through the logging of 'visits' of all service provision and the subsequent submission of electronic invoices per payment period through the system based on the logged visits as submitted by the Provider and approved by the Council.

- 15.3 The Provider must ensure compliance (e.g. logging calls using a dedicated telephone at the point of service provision), by their care workers for electronic monitoring and meet any performance targets set by the Council and agreed with the Provider. There may be financial penalties for failing to meet agreed targets. These targets will be exempt of clients who have not made a telephone available to log calls but will include remote and software calls. The Provider will be expected to meet the cost of any non-compliance in accordance with Clause 6 of the Contract.
- 15.4 The Provider must meet all Council set timescales for data capture plus online invoice completion and submission in respect of electronic home care monitoring.
- 15.5 The Provider must ensure that all reasons for over delivery of care are recorded within the monitoring system as per the instructions of the Council.
- 15.6 Where the Provider chooses to use the Electronic Home Care Monitoring system to store their private client data which is not linked to this service, this **must** be kept separately.
- 15.7 Service Users who become private clients paying for their care directly must remain closed on the Electronic Home Care Monitoring system. The Provider must set up and recreate the Service User on a separate database.
- 15.8 Failure to meet the above performance may result in action being taken which may ultimately result in the termination of the contract.

## **16 Quality Assurance and Compliance**

- 16.1 The Council requires all regulated services to exceed the minimum requirements set out in the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and associated guidance developed by CQC. This means that services contracted with the Council are expected to achieve and maintain a service which would, if inspected, be rated at least 'good'. The Council reserves the right to terminate the Contract in the event of unsatisfactory CQC inspections.
- 16.2 The Council is developing a new quality assurance tool which at present is based on seven 'domains'; Leadership, Staffing, User Safety, User Experience, Quality Assurance, Facilities and a 'service specific' domain which will be individually defined for each type of service, including non-regulated services. All services contracted to the Council will be required to submit regular self-assessment returns. The self-assessment will include Key Performance Indicators (KPIs) and information on outcomes for service users. In addition, all services will be visited by a Quality Assurance and Compliance Officer at least once every two years. The Council will use this and other information such as:
  - 16.2.1 ratings published by the Regulator or relevant industry body to generate a 'quality profile' of each service that we contract with;
  - 16.2.2 information on financial stability and;

16.2.3 information on contract compliance.

16.2.4 The Council intends to publish the 'quality profile' of services in due course so that people can make informed choices about their care services. Any Service that does not complete the self-assessment form will receive a 'zero' rating. The information collected will also inform the internal risk assessment process.

16.2.5 Services that fail to meet the Council's quality of service standards may have new business suspended.

## **17 Measuring the quality of the service provision**

- 17.1 The Provider must have a robust quality assurance system to ensure that it meets its obligations and delivers an appropriate level of service.
- 17.2 This system should give the Council and the people who use the Service confidence that the Provider has appropriate systems in place to deliver the service as agreed and in a safe and timely manner. It should address the arrangements for managing the delivery of the service, how it will ensure that staff understands what Service Users require, monitoring service delivery and taking action where improvements are necessary or risks are identified.
- 17.3 The system must include how the Provider intends to seek the views of Service Users and enables them to make comments about the service they receive.
- 17.4 The Provider must take account of the views of Service Users and produce an annual report of the key issues raised and how these will be addressed. A copy of this should be available to Service Users and sent to the Quality Assurance and Compliance Team.

## **18 Monitoring Arrangements**

- 18.1 The Council will monitor the Provider with reference to the requirements of the Contract documentation, including this Specification and Appendices.
- 18.2 The Council's Quality Assurance and Compliance Officer will undertake regular monitoring visits to the Provider, the frequency of which will be at the Council's discretion. All records relevant to the operation of the Service will be made available for inspection upon request at these visits.
- 18.3 The Provider premises and all equipment that contains information on carers/users must be appropriately protected including filing cabinets and computer equipment. All information held on computer in relation to all staff, carers and users is licensed under the Data Protection Act, 1998. It is a further requirement that the Council is listed as a disclosure on all relevant registration documents. Furthermore the Provider must make available to the Council a copy of their current valid Data Protection Registration Certificate upon request.
- 18.4 The Provider shall provide to the Council upon request any records or information relevant to the provision of the Service throughout the duration of the contract. Such

information should be made available to the Council within two weeks of receipt of the request. Such information may include, but not be limited to:

- 18.4.1 Timesheets;
- 18.4.2 Care Logs;
- 18.4.3 Complaints records;
- 18.4.4 The number of Service User reviews within a given period;
- 18.4.5 Staffing levels and staff turnover within a given period.

- 18.5 The Council may choose to carry out monitoring checks of the Service from the Service User's perspective to ensure good outcomes are being met. These checks may include but not be limited to telephone or written satisfaction surveys on all aspects of the Service, visits to Service Users' homes and gathering feedback from Service Users' next-of-kin or friends.
- 18.6 If any aspect of the Service is found by the Council not to be meeting the requirements of the Contract, the Provider will agree an action plan and timeframe in which to address the issue(s) with the Council's Quality Assurance and Compliance Officer(s). The Council may, at its discretion, suspend making new placements with the Provider until such issues have been addressed.
- 18.7 The Provider will be monitored in accordance with the Key Performance Indicators appended to this Contract as Schedule F.

## **19 Information Sharing**

- 19.1 The Council reserves the right to:
- 19.1.1 Publish any information in relation to compliance sanctions or any contractual or quality audits undertaken by the Council or its representatives;
  - 19.1.2 Publish lists of Providers who attend events managed by the Council and those who do not;
  - 19.1.3 Recoup any costs incurred in supporting the recovery or managed exits of services, where Providers have done little to improve or manage this themselves;
  - 19.1.4 Alter this policy at any time and will provide notice to Providers of any changes.

## **20 Complaints & Compliments**

- 20.1 The Provider is required to ensure that its Staff, Service Users and their families/carers are aware of how to report a complaint, comment or compliment. This procedure must include details on how any complaints are investigated, how any remedial action will be instigated and the complainant notified, with a defined timescales for response.
- 20.2 If a Service User and/or their representative are not satisfied after following the Provider's procedure for dealing with complaints, the Provider shall refer the Service User/their representative to the Authorised Officer.



20.3 If a complaint alleges any criminal offence by any member of Staff, the Provider shall immediately refer any complaint to the Police in the first instance, and to the Authorised Officer in writing.

## **21 Service Outcomes**

- 21.1 The Council is committed to shaping the social care market and introducing outcome-focused approach. This means focusing on the outcome the Service User wants to achieve and commissioning services from the open market in direct response to the needs of Service Users
- 21.2 This work forms part of the Council's new approach to outcome based commissioning, shifting the balance of care away from a traditional domiciliary care service to more flexible and personal arrangements. This complements the approach to personalisation and promoting independence of care and support.
- 21.3 The outcomes-focused approach will help to create the right relationship between the Provider and the Service User so that they can offer a more flexible service that is able to respond at times when a bit more help is needed, and reduce appropriately at other times.
- 21.4 Assessment for outcomes would be carried out by the Assessment and Care Management teams in Wolverhampton. Providers would be responsible with the Service Users for determining how they would deliver the Service to meet the defined outcomes with a strong emphasis on using community resources as part of the way of meeting the person's needs (desired outcomes).
- 21.5 The Provider is required to deliver an outcome-focussed service that improves the quality of life for Service Users, including the lives of unpaid carers.
- 21.6 The Service delivered under this Contract must deliver the following outcomes and the Hierarchy of Outcomes shown in Appendix One:
- 21.6.1 To Increase Confidence to Manage Long Term Conditions;
  - 21.6.2 To Maintain Health and Well-being;
  - 21.6.3 To Maintain Independence;
  - 21.6.4 To Maintain Social Inclusion and promote reablement.
- 21.7 The Outcomes Monitoring Framework in Appendix Two will be used to assess how effectively outcomes are being met.

## **22 Contract Review**

- 22.1 The Contract with the Provider will be reviewed on a quarterly basis during the first year and thereafter through an Annual Review meeting attended by the Provider and representatives of the Council's Commissioning, Procurement and Quality Assurance & Compliance functions.

22.2 The scope of this annual review will include, but not be limited to, the following agenda items:

22.2.1 **Person Centred Support.** This will involve a sample review of individual support plans issued to the Provider and an analysis on how the Provider has responded and fulfilled the requirements of the support plans.

22.2.2 **Contract Specific.** This will involve a review of existing contract terms and conditions to ensure that the contract and service specification are fit for purpose in terms of delivering individual outcomes. This will also consider the Key Performance Indicators shown in Schedule F of the Contract.

22.2.3 **Organisation.** This will involve identifying organisational issues that may act as a barrier to effective and efficient service delivery and work in partnership to find solutions to overcome any barriers identified

22.2.4 **Value for Money.** This will involve identifying issues surrounding efficiency, effectiveness and economy. The outcome of the value for money review will be used to determine the future fee paid by the Council which may vary from the Providers original tendered price(s).

22.3 The outcome of the Annual Review meeting may result in proposals by either party to vary this Contract and Service Specification and/or an Action Plan that will be monitored by the Quality Assurance & Compliance Team.

## **23 Continuous Improvement and Innovation**

23.1 The Provider will be responsible for designing the Service structure to ensure outcomes are delivered.

23.2 The Provider shall be innovative and active in making efficiency savings, and service quality improvements, in order to ensure that the Provider makes optimum use of resources whilst meeting the requirement of Service Users.

## **24 Function of the Brokerage Team**

24.1 For each individual care and support package, the Brokerage Team will;

24.1.1 Arrange care/support packages with Providers;

24.1.2 Advise Providers of any long term amendments to existing service agreements;

24.1.3 Agree any short term exceptions to existing service agreements;

24.1.4 Determine the point at which individual care packages may need to be re-submitted to all commissioned Providers in order to maintain the most effective and efficient delivery of the service;

24.1.5 Determine the commissioned Provider to be appointed following consultation with the Council's Assessment and Care Management Service and the Service User or their family;

- 24.1.6 Arrange new care packages through secure email;
- 24.1.7 Whether the package can be delivered or not, the Provider MUST respond so that the Brokerage Team are aware of the Provider's position.
- 24.1.8 The Brokerage Team will confirm to the Provider when a package has been allocated so they are not holding staff availability for that package.
- 24.1.9 The Brokerage Team will issue the Service Agreement to the Provider once a referral has been accepted.

## 25 Allocation of Packages

25.1 Each of the twelve Providers will be allocated one of the geographic areas listed below:

<b>Area One</b>	East Park, Bilston North and Bilston East
<b>Area Two</b>	Oxley, Bushbury North and Bushbury South
<b>Area Three</b>	Tettenhall Wightwick, Tettenhall Regis, West Park/Whitmore Reans and St Peters
<b>Area Four</b>	Penn, Merry Hill and Graisle
<b>Area Five</b>	Blakenhall, Ettingshall and Spring Vale
<b>Area Six</b>	Wednesfield North, Wednesfield South, Heath Town and Fallings Park

- 25.2 Two providers will be allocated to each geographical area. Providers will be allocated work based on their designated area in the relevant geographical area as identified above,
- 25.3 The two providers in each area will be required to offer for the package of care requested by the Brokerage Team.
- 25.4 Where neither of the two providers in the designated area is able to deliver the package of care, this will be offered to the two providers in the most closely located geographical area. This will be determined by the Brokerage Team.
- 25.5 The Provider will not refuse packages of care for the area in which they are designated to work in whilst there is capacity, without the agreement of the Council.
- 25.6 The Brokerage Team will negotiate with the Service User their preferred Provider in the designated area, based on a number of factors:
  - 25.6.1 The time the Service is delivered;
  - 25.6.2 The desire for continuity of carers;
  - 25.6.3 The speed with which the Service can commence.
- 25.7 Following acceptance of a referral, the full details of the Service User and the care package will be shared with the Provider. The Service Agreement will be issued by the Brokerage Team via secure email. The Service Agreement will detail all the key aspects

of service to be delivered: for example, call times, duration of calls, tasks to be undertaken, outcomes to be achieved and price. In addition, the Brokerage Team will provide information relating to the individual such as emergency contact names and numbers, and known risks. The Provider will commence the provision of care to the Service User as soon as possible at a date to be agreed.

- 25.8 The Provider shall contact the Service User (or their carer) and explain how the Service will operate and describe the Service to be provided.
- 25.9 The Provider will inform Service Users of the person delivering their care including the times they will arrive, how long they will be present for and the care they will be undertaking.
- 25.10 The Provider should seek the consent of Staff and Service Users to share information with the Council.
- 25.11 The Council will not be liable for services delivered without a current Service Agreement. The only exception to this is outside of office hours, in emergency situations, when an authorised officer of the Council will have the authority to order care through verbal agreement. In these circumstances, written confirmation will be forwarded on the next working day. When care has been arranged in these circumstances the Provider must notify the Brokerage Team on the next working day.
- 25.12 Dependent on the Service User's circumstances and the ability to meet the needs, urgent care packages may be arranged on a temporary basis with the Provider.
- 25.13 The Provider will commence an urgent care package within 24 hours for Service Users who require palliative care and within 48 hours for other care requirements unless otherwise agreed.

## **26 Obligations of the Provider**

- 26.1 Following acceptance of a referral, the Provider must undertake a detailed assessment of the Service User's needs within seven days of commencement of the Service, and must ensure that a detailed assessment has been made of the risks associated with the delivery of the Service by a member of staff trained in this purpose. The assessments must be comprehensive and include all relevant risks and issues. These may include, where appropriate, the risks associated with assisting with medication, manual handling as well as any risks associated with travelling to and from the home of the Service User, particularly late at night.
- 26.2 The Provider must bring to the attention of the Council's Assessment and Care Management team any concerns or change of need, regarding the health or welfare of Service Users that may require a review of the service delivered.

- 26.3 The Provider will regularly review all care packages and place an emphasis on reablement and promoting independence as part of the review process.
- 26.4 Verbal additions or deletions to an existing service agreement must only be accepted by the Provider from representatives of the Council and not from the Service Users, their family or unpaid carers.
- 26.5 When the time of the service to be delivered is critical to the health and wellbeing of the Service Users it will be specified in the Service Agreement and must be delivered within 15 minutes of the agreed time. Where the Provider is unable to deliver the service in accordance with confirmed days or times the Provider will notify the Service User at the first available opportunity and confirm this information with the Council's Brokerage Team by telephone and secure email. This email will detail the reason(s) for service failure and the actions the Provider is taking to resolve the situation.
- 26.6 The Provider must manage the acceptance of packages during peak times e.g. winter pressures.
- 26.7 The Provider will maintain a register of Service Users including:-
- 26.7.1 Telephone number of Assessment and Care Management Team and Out of Hours Duty service
  - 26.7.2 Dates and details of any agreed changes to Service
  - 26.7.3 Copy of current service agreement supplied by the Council
  - 26.7.4 Information regarding access, as necessary
  - 26.7.5 Information a new support worker needs to know about a Service User and their carer which have a direct impact on the Service to be provided.

## **27 Split Packages of Care**

- 27.1 In principle packages of care that are split between two or more Providers is not ideal, however, should a Provider offer to deliver part of a package, the Brokerage Team will seek to identify the unsecured element with another contracted Provider and will advise the Older People's Commissioning Team of the joint arrangement as soon as secured.
- 27.2 Other packages of care that involve two or more Providers should continually be reviewed for transfer to one contracted Provider who can take the whole package of care.

## **28 Business Contingency - Extreme Weather or other Exceptional Circumstances**

- 28.1 The Council requires all Providers to have a business contingency plan (to be included with the tender) which shall demonstrate how they would continue to provide, prioritise and plan services in the case of events that have a major impact on access or staff availability. These shall include for example: major disaster, severe snow/ weather, unprecedented levels of staff absence/sickness.

## **PART TWO – DOMICILIARY CARE**

### **1 Service Description**

- 1.1 As well as supporting Service Users through an outcome focused approach to domiciliary care, the Council's Assessment and Care Management Team will describe in the assessment and Support Plan the tasks and activities required to meet the Eligible Person/Service User's assessed needs.
- 1.2 The Provider is required to provide personal care as required to meet the outcomes of the Service. Personal care is defined by Care Standards Act 2000 as:
  - 1.2.1 Assistance with bodily functions such as feeding, bathing and toileting;
  - 1.2.2 Care falling just short of assistance with bodily functions, but still involving physical and intimate touching, including activities such as helping a person get out of a bath and helping them to get dressed;
  - 1.2.3 Non-physical care, such as advice, encouragement and supervision relating to the foregoing, such as prompting a person to take a bath and supervising them during this;
  - 1.2.4 Emotional and psychological support, including the promotion of social functioning, behaviour management, and assistance with cognitive functions.
  - 1.2.5 Personal care tasks shall generally mean assistance to the Service User, which, if not performed, will result in a significant deterioration in the health and wellbeing of the Service User.
- 1.3 The Service provided may include (but is not limited to) the following:
  - 1.3.1 Bathing, showering or washing body;
  - 1.3.2 Monitoring of pressure areas;
  - 1.3.3 Washing hair;
  - 1.3.4 Brushing teeth or dentures and other appropriate oral hygiene;
  - 1.3.5 Assisting the Service User to get up in the morning or go to bed at night;
  - 1.3.6 Dressing and undressing;
  - 1.3.7 Preparation of light meals and clearing away afterwards;
  - 1.3.8 Hand care (excluding nail cutting);
  - 1.3.9 Simple foot care (excluding nail cutting);
  - 1.3.10 Simple skin care (where there is no inflamed or broken skin);
  - 1.3.11 Shaving;
  - 1.3.12 Assisting the Service User in the use and putting on of prostheses;
  - 1.3.13 Toileting, including the management of continence;
  - 1.3.14 Emptying colostomy and catheter bags (though not tubes) and stoma care and managing PEG Feeds (with training);
  - 1.3.15 Maintaining personal hygiene;
  - 1.3.16 Administering or reminding of the need to take prescribed medication under the guidance of a GP or trained nurse and keeping accurate records;

1.3.17 Monitoring general safety and welfare of Service User;

1.3.18 Other duties, as appropriate.

- 1.4 The domiciliary care service will operate seven days per week including Public Holidays. Care will be delivered, between the hours of 0600 hours and 2300 hours.
- 1.5 Continuity of care workers is one of the most important aspects of personalised care; the Provider is expected to maintain a familiar roster of care workers for each person, with any changes notified in advance where possible.
- 1.6 To ensure that the individual is comfortable with their Care Worker(s), the Provider will ensure:
- 1.6.1 Service Users are supported by a 'trusted team' and the Provider should match Staff to meet specific needs of the individual wherever possible;
  - 1.6.2 The number of Staff in this trusted team should ideally be kept as low as possible and in any case to no more than four. For packages including a high number of support hours delivered, the team should consist of no more than eight different Staff members over a fortnightly period;
  - 1.6.3 The Service User is consulted and kept informed about their 'trusted team' at all times and any changes that may become necessary.
- 1.7 The Service will be delivered within the boundaries of Wolverhampton. The areas of delivery are shown in Appendix Three.
- 1.8 The Council's expectation is that the Provider will always have a named person with management responsibility to engage proactively with other stakeholders e.g.;
- 1.8.1 Assessment and Care Management Team;
  - 1.8.2 Relatives/Next of Kin
  - 1.8.3 Quality Assurance & Compliance Team
  - 1.8.4 Other professionals
- 1.9 The Provider will ensure links are in place with a range of services that promote and encourage optimum independence for people living in the community.

## **2 Service Eligibility**

- 2.1 The Provider must be registered with the Care Quality Commission, in accordance with the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014.
- 2.2 Predominately, the Service will be provided to older people aged over 65, including people with continuing health care needs, but will be open to all adults aged 18 or over

who have been assessed by the Council as in need of care and support under the Care Act 2014 and have needs that meet the eligibility criteria as determined by the Council.

- 2.3 An assessment of the Service User will be made by the Council's Adult Social Care Assessment and Care Management Team. Details of the assessment will be sent to the Council's Brokerage Team as a Care and Support Plan.
- 2.4 The Provider may offer services to people with needs below the eligibility threshold that pay for their care privately; however this shall not impact on the Provider's ability to deliver this Service, and will be funded separately.

### **3 Referrals**

- 3.1 The Council's Brokerage Team will serve as an interface between the Council's Assessment and Care Management Service and the Provider.
- 3.2 Referrals will only be made by the Brokerage Team via secure email or in exceptional cases, the Emergency Duty Team.
- 3.3 The Provider will respond to all requests through the appropriate method within 24 hours
- 3.4 The Brokerage Team work Monday to Thursday 0830 and 1700 hours and Friday 0830 1630 hours. The Provider must ensure they are available to accept referrals for new work and any liaison regarding existing packages of care between these times.
- 3.5 There will be occasions when urgent referrals have to be made outside of office hours by the Council's Emergency Duty Team, and the Provider is required to make available a staffed telephone number to accept referrals at these times. Contact details will be detailed in the Contract at **Schedule D – Nominated Contacts**.
- 3.6 Urgent care packages may be placed with the Provider on a temporary basis in order that a review of the individual's care and support needs can be carried out. This will be made clear to the Provider upon initial referral.
- 3.7 The Provider must notify the Brokerage Team of details of any care requests, accepted or declined, from the Emergency Duty Team on the next working day after the request was made.



- 3.8 The Provider shall not reject any individual referral made to it without good reason.
- 3.9 If the Parties disagree regarding the rejection of a referral the Dispute Resolution process will be instigated (Clause 22).
- 3.10 All rejections of referrals will be monitored by the Council and considered during Contract Review meetings.
- 3.11 The Provider must keep detailed records of all referrals which are received by it, the source of the referrals and the outcome of the referrals and, if a referred eligible person does not access the Service following their referral the Provider shall record the reason for this.
- 3.12 The Provider must monitor the number of referrals which are received each month.

#### **4 Exit Arrangements for Service Users**

- 4.1 Two days' notice will be given to the Provider where a reablement intervention is required for a Service User. In the first instance, Brokerage will offer the care package back to the existing Provider following the reablement intervention if appropriate.
- 4.2 The Provider must give a minimum of one week's notice to the Brokerage team when terminating any individual care package. The termination will only be approved once the Provider has demonstrated that they have made all reasonable attempts to actively attempt to meet the needs of the Service User and attempted to resolve any concerns with Assessment and Care Management and the Service User. Persistent termination will be deemed breach of contract.
- 4.3 Where the Provider experiences concerns regarding a Service User and has concerns with the care package, they must inform the Brokerage Team at the earliest opportunity. The Council will make every effort to mediate and resolve any issues between the Provider and the Service User. Where issues cannot be resolved the Council will need to make arrangements for an alternative Provider to continue with care package.
- 4.4 The Provider shall ensure that a transition plan is produced and agreed and a copy provided for the Service User and their carer, if appropriate. The Service User's personal records, including individual Support Plans will be updated, agreed with the Service User and passed to any new service, if appropriate and agreed by the Service User.
- 4.5 Where a Service User is required to exit the Service, their right to complain or appeal the decision must be fully explained and supported.
- 4.6 In the event of the Service User being admitted to hospital, no payments will be made to the Provider for the period of hospitalisation. Where a Service User has been in hospital for a two week period and has not been discharged the Service Agreement will terminate and no further payments will be made. Upon discharge the Service User may

be reassessed and in the first instance the Council will seek to place with the original Provider.

## **PART THREE – HOME-BASED RESPITE**

### **1 General Aims and Objectives of Service**

- 1.1 To provide a holistic model of respite care that improves the quality of life for family/informal carers by enabling them to have a short break from their caring role with the opportunity to spend the time as they wish.
- 1.2 The respite Service will provide care for a limited duration designed to provide a break for an individual and their family/carers from their caring responsibilities. The Service will:
  - 1.2.1 Be provided on a planned basis to meet required needs;
  - 1.2.2 Provide a positive experience of change of environment and stimulus;
  - 1.2.3 Ensure the provision of meaningful day activities and life experiences.
- 1.3 There is a continuing shift away from institutional care to care provided at home and in the community. The majority of people with dementia, for example, are now cared for at home by a relative or friend.
- 1.4 The way in which services are delivered to Carers is changing and is currently under review. The aim of the revised Wolverhampton Joint Carers Strategy and accompanying implementation plan will be to ensure that Informal Carers are appropriately supported in their caring role. This will involve mapping existing service provision for informal carers of all ages, consulting with them to understand the issues they face and how they would like to be supported in the future and how this support complements the Council's obligations under the Care Act 2014 that includes:
  - 1.4.1 Promoting carers well-being;
  - 1.4.2 Prevention (prevent, delay, reduce the risks associated with informal caring responsibilities);
  - 1.4.3 Personalisation of services;
  - 1.4.4 Information, advice and advocacy;
  - 1.4.5 Integration and co-operation (between agencies to create a smooth pathway for informal carers);
  - 1.4.6 Diversity and quality of services.
- 1.5 Information and advice are needed to address different aspects of caring at different times during a caring pathway, tailored to individual needs. Carers may require help to develop skills and knowledge to care effectively and they may want advice and support to look after their own health and well-being and that of their family while caring for someone else.
- 1.6 It is important that carers and families have time to think through their options and make informed decisions about their own lives alongside caring, including decisions about remaining in education or paid employment, claiming benefits and contributing to

pensions. Early access to information and advice and, where appropriate, early intervention (rather than waiting until a crisis occurs), are key elements in supporting people to undertake caring roles effectively.

- 1.7 The Council wishes to work with the Provider over the lifetime of the contract towards implementing current best practice in service delivery that reflects national and local policies.
- 1.8 Care and support shall be provided in a manner which offers confidentiality, respect, dignity and privacy and does not erode the user's capacity for self-care or the contribution made by other family carers.
- 1.9 Users and carers shall be fully consulted on the planning and delivery of the service they receive and their views should be fully taken into account. They should have access to an independent advocate, if they are unable to fully participate in the assessment or support planning process.
- 1.10 Carers and users shall have full information on the services and choices available to them in formats and languages that meet their needs.
- 1.11 Other aims of the Service are:
  - 1.11.1 Provide a comprehensive range of practical and emotional services designed to support all ages and aspects of the caring role;
  - 1.11.2 Enable carers to design and direct their own support, have access to Direct Payments and be engaged in the Support Plan of the person they care for where appropriate;
  - 1.11.3 Provide a consistent pathway for carers/family to access Carers Assessments, Carers
  - 1.11.4 Identify carers at the earliest opportunities and specifically target groups considered to be 'seldom seen' or hidden carers and ensure easy access to appropriate services;
  - 1.11.5 Ensure that carers are aware of their benefits and rights and have access to advocacy where appropriate;
  - 1.11.6 Identify young carers at the earliest opportunity; and ensure their individual needs are met and incorporated into the support planning process; and that the young carers have been referred though to appropriate support services and organisations.
  - 1.11.7 Provide a range of tailored training and development support for carers;
  - 1.11.8 Join up the wide range of specialist carers services to make it easier for carers to identify and navigate the services that are right for them;
  - 1.11.9 Support carers in employment and help those who want to access work, training and volunteering opportunities;
  - 1.11.10 Integrate carers support with hospital based support and reablement, and, where appropriate harness assistive technologies that prevent hospital admissions and help people live independently at home;
  - 1.11.11 Ensure early engagement with end of life care planning and integrate with social care assessments;
  - 1.11.12 Harness the experiences, expertise and knowledge of carers and ex-carers through peer support networks and co-delivery of services;
  - 1.11.13 Identify recurring problems facing carers in order to inform policy development;

#### 1.11.14 Champion the role of carers and improve the recognition and understanding of carers needs

## 2 Service Description

- 2.1 This service shall support all informal carers over the age of 18, whether they care for an older person, an older person with Mental Health needs, people with Mental Health Needs, Learning Disabilities, and Long Term Impairments or have a Long term health Condition that prevents them being left unsupported. The majority of carers will be supporting older people and older people with mental health needs, with smaller proportions of people with long term impairments, mental health needs or learning disabilities.
- 2.2 The service will support carers to:
  - 2.2.1 Maintain the quality of their life;
  - 2.2.2 Maintain a life of their own;
  - 2.2.3 Reduce carer isolation;
  - 2.2.4 Improve/maintain their physical/mental health and well-being;
  - 2.2.5 Manage/reduce their stress;
  - 2.2.6 Maintain their caring role.
- 2.3 The Service aims to minimise the disruption for the user by supporting them in their own home while their carer takes a short break or where their carer cannot provide care due to an emergency.
- 2.4 If the Provider is involved in more than one service they must ensure that there is no conflict of interest between businesses and that they must be kept entirely separate in all aspects including the management structure. The Provider must demonstrate that it has adequate management arrangements in place and these have been approved by Care Quality Commission (CQC).
- 2.5 The Service will:
  - 2.5.1 Increase support for carers by enabling them to take a break from their caring role at a time which is convenient for them.
  - 2.5.2 Enable carers to continue their caring role and at the same time to have more opportunity to pursue their own interests including employment.
  - 2.5.3 Reduce the psychological and emotional stress which the carer may be experiencing.
  - 2.5.4 Reduce the negative physical, psychological, emotional, social and environmental impacts that are as a result of dependence.
  - 2.5.5 Increase the carers and users capacity for independence and self-care.
  - 2.5.6 Ensure a positive experience for the carer and Service User.
  - 2.5.7 Maintain carers and Service Users within their communities.
  - 2.5.8 Reduce isolation for carers.
  - 2.5.9 Reduce the risk of caring relationships breaking down.
  - 2.5.10 Improve the overall quality of life for both the carer and user by maintaining or increasing social contacts, participating in meaningful activities.
  - 2.5.11 Reduce the need for a Service User to be admitted to residential care due to the absence of the informal carer.

- 2.5.12 Reduce the disruption, distress and inconvenience caused to all parties as far as possible particularly in an emergency situation.
  - 2.5.13 Successfully support the wishes of the carer and user as stated in their emergency plan.
  - 2.5.14 Support carers and Service Users with staff that are appropriately skilled to meet their needs.
  - 2.5.15 Support carers and Service Users with appropriate staff to match their cultural, language, gender and sexual orientation requirements and preferences.
- 2.6 The Service will be provided to Service Users and carers who care for those ordinarily resident in Wolverhampton. The carer does not have to live in Wolverhampton.
- 2.7 The Service will be available:
- 2.7.1 Seven days per week including weekends, evening and bank holidays, at any time during the week between the hours of 8am to 11 pm (with flexibility in exceptional circumstances);
  - 2.7.2 In the Service User's own home and be provided for all carers assessed as being eligible under the Care Act 2014 eligibility criteria;
  - 2.7.3 To all groups of Service Users;
  - 2.7.4 With a block of time allocated to the carers as a one off or regularly each week, fortnight etc. rather than at specific times, to allow flexibility in the provision of the service;
- 2.8 With more flexible arrangements in some situations, the carer will normally be expected to give the Provider 72 hours' notice in order to schedule a time slot but this may be shorter. Provision of the Service on this basis must be within the specified total time per week, or other period as agreed in the Carer Support Plan.
- 2.9 Once agreement on the amount of time to be allocated has been reached the actual delivery time will be subject to agreement between the carer and the Provider.
- 2.10 The Service will be available to all users aged over 18 who will require varying degrees of support and personal care and the need for this Service is identified via a Carer Assessment.
- 2.11 Staff will be suitably trained and experienced to work in Service Users' own homes while their carer takes a break. The Service whilst aiming to support carers in their caring role also aims to support users to retain their levels of independence.
- 2.12 Staff will be expected to provide for the Service User's personal care needs and will also be responsible for the Service User's comfort and engagement during the Service period. They will also be expected to operate any agreed procedure to assist the person, or to respond to crises as contained in the assessed needs information provided by the Council. It will be necessary to agree with carers and Service Users the levels of personal care and practical support required.
- 2.13 The Service could include escorting the user out of their home, provided this has the agreement of carer and the Care Co-ordinator and is indicated within the support plan.

- 2.14 Provision of the Service shall be made following appropriate risk assessment, including any potential risks (for example moving and handling) which may arise if the Service User requires assistance with personal care.
- 2.15 Following completion of a Carer Assessment a support plan will be drawn up in consultation with the carer, Service User and Provider. The Service provided shall be consistent with the Support Plan. The times agreed with the carer will be adhered to other than by mutual agreement and the agreement of the Council.
- 2.16 Provision of the Service will be subject to a review after four weeks and annually thereafter. Any long-term (i.e. more than three week) adjustment to the support plan will be subject to a re-assessment.
- 2.17 It is the responsibility of the Provider at their pre-visit to establish how the Service User prefers personal care and support to be delivered and how the carer and Service User wish to be addressed. This information must be recorded.
- 2.18 The Provider should notify the Assessment and Care Management Team if a carer or user is absent in circumstances which would reasonably be expected to cause concern or if the Staff are unable to gain access to the home and have cause for concern.
- 2.19 The carer should sign the Staff member's timesheet following each episode of home based respite to confirm the actual times of support delivered.
- 2.20 Support workers will acknowledge that they are visitors in the carer's home and should act accordingly.

### **3 Service Eligibility**

- 3.1 Carer eligibility for the planned support will be decided following a Carer Assessment aimed at unpaid carers supporting significant others living in the community who meet the eligibility criteria outlined in the Care Act 2014 eligibility criteria. It excludes carer volunteers who provide care as part of their work for voluntary organisations, and anyone who is providing care by virtue of a contract of employment or any other contract, for example anyone who is providing assistance for payment either in cash or kind.

### **4 Referrals**

- 4.1 The Service User will have had a Community Care Assessment that would have identified that they have a carer upon whom they rely for assistance with activities of daily living and they would experience a degree of risk to their safety and well-being during the absence of the carer.
- 4.2 The Provider will only deliver the Service where a risk assessment has been completed and the Service can safely meet the needs of the Service User.
- 4.3 The carer or Service User do not have to be in receipt of other services in order to receive this Service.
- 4.4 For planned respite the referrer will pass to Providers:

- 4.4.1 Personal details of the carer and user
  - 4.4.2 Names and contact methods for use in an emergency (GP/friends/family/key holder)
  - 4.4.3 Amount of home based respite to be provided, its pattern, number of visits and support required i.e. single carer or 2 carers.
  - 4.4.4 The Service User's overall care requirements.
  - 4.4.5 Any medication taken will be recorded as detailed in the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 fundamental standards which Providers must meet. The fundamental standard "Safe Care and Treatment" (Regulation 12) includes the requirement that Providers must ensure 'the proper and safe management of medicines.' However, all the standards must be applied to all aspects of care including the administration of medication.
  - 4.4.6 Any information including known and potential risks which may have a bearing on the Service provided.
- 4.5 Where possible the referrer will give the Provider at least 72 hours' notice for the commencement of the Service.
- 4.6 In the event of an unforeseen circumstance such as of a death or emergency admission to hospital the Provider will not charge the Council for any calls where 24 hours' notice has not been given.
- 4.7 The planned Services to be provided will be ordered by the provision of Service Agreement issued by the Brokerage Team by secure email. The only exception to this is outside office hours, in emergency situations, when an authorised officer will have the authority to order care verbally. Written confirmation will be forwarded on the following or earliest working day thereafter. An authorised Service Agreement shall bind the Council and the Provider. The Council will not be liable for services ordered in any other manner.
- 4.8 Domestic cleaning will not be provided to carers under these arrangements but tidying after daily living or personal care activities will be carried out.
- 4.9 Any additional cost such as travel cost in taking the user out of their home, meals, entertainment cost etc. will be the responsibility of the carer or Service User.
- 4.10 The Providers must have a robust out of office hours support system for carers and support staff to enable a 24 hour response to be available to co-ordinate the scheme and to handle emergencies.
- 4.11 The Provider will ensure a system is in place to handover information to carers following respite.
- 4.12 The Provider will be provided by support staff that has been selected on the basis of the agreed job descriptions and personal specifications. There will be a strong emphasis on recruiting staff who can demonstrate an understanding of the particular needs of carers and the relevant skills and knowledge to deliver quality support to Service Users.

## **5 Exit and Future planning**

- 5.1 The Service is not time limited and will continue for as long as it is appropriate to meet the carer's and Service User's needs.

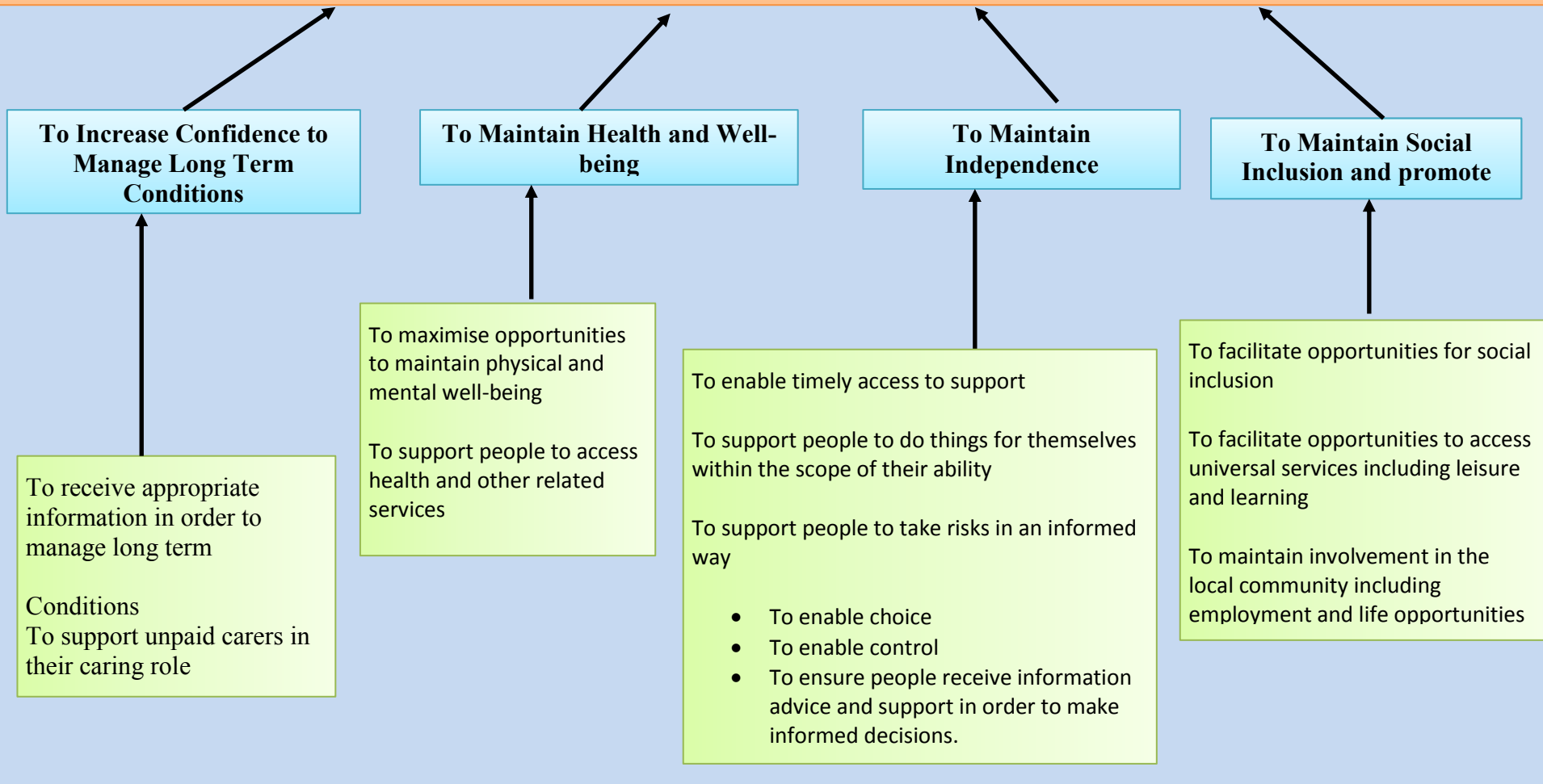
- 5.2 If the carer or Service User cancels the Service or it is not delivered due to the carer or Service User not being at home for the same planned session for three consecutive weeks, the Carers' Support Team will be notified to review the care package.
- 5.3 Where a carer or Service User wishes to end the Service the Carers' Support Team will be notified.
- 5.4 Where the Provider feels they are no longer able to support the carer or Service User they will immediately notify the Carer's Support Team.
- 5.5 If the Provider is asked by the carer or Service User to provide care that is considered unsafe, or is asked to use inappropriate equipment (or not use necessary equipment), they will immediately notify the Carers' Support Team.

## **6 Marketing**

- 6.1 The Provider will produce information for carers and Service Users about the Service in accordance with regulatory requirements and guidance.
- 6.2 The information will also be available as promotional material for distribution in public places to enable hidden carers to know the Service is available and for carers to purchase directly from the Provider if appropriate.
- 6.3 The Provider should inform any individuals who approach the Provider directly that they should contact the Carers' Support Team for further advice.



To improve the lives of individuals that use services



**Appendix Two**  
**PART ONE – DOMICILIARY CARE**

**1. Increased choice and control and improving quality of life**

***I have the same opportunities, whatever my needs for care, I get support that I need, so that:***

- 1.1: I have the information I need to make decisions
- 1.2: The care staff who support me, make sure that I understand my Service Support Plan and involve me as much as possible in any daily recording/monitoring
- 1.3: I have the opportunity to decide how I live my life each day
- 1.4: The care staff who support me do all they can to support my independence, and promoting my self-confidence and abilities
- 1.5: I am supported to keep my home how I like it
- 1.6: Care staff support me when I choose to take reasonable risks that will not hurt others
- 1.7: I am central to all decisions about my life, and my wishes and feelings are always taken into account in any decisions that affect me
- 1.8: I am supported to self-manage medicines and other therapy as much as I am able to

**2. Having my contribution recognised**

***I am valued and have a right to participate:***

- 2.1: The care staff respects me as an expert of my own needs, and my wishes and feelings are taken into account in the support they provide
- 2.2: I can make daily choices about goods and services
- 2.3: I know care staff will be visiting me at an appointed time, and they arrive on time.
- 2.4: I am respected by the Council, the CCG and the domiciliary care agency, and any concerns or complaints that I have of my domiciliary care are taken seriously, and addressed
- 2.5: If I am not satisfied with a particular domiciliary care agency, I can access an alternative or have a Direct Payment to arrange services myself

**3. Health and emotional well being**

***I am as healthy as I can be because:***

- 3.1: Care staff support me to maximise my mental and physical health so I can be as active as possible
- 3.2: Care staff support me to seek treatment and appropriate medical support
- 3.3: The Council, the CCG Social Services, and the care staff who support me, all work together with me and with other organisations to make me as well as possible
- 3.4: The care staff who support me do all they can to help and support me to avoid unnecessary hospital admissions
- 3.5: If I have to go into hospital, I stay in hospital only as long as I need to and am consulted in relation to discharge planning
- 3.6: If I have to go into hospital the care agency support the earliest discharge date possible

- 3.7: If I come out of hospital, I leave with the right level of support
- 3.8: Care staff support me to ensure that I have nutritious food and drink that I like and when I want them, and I do not become malnourished or dehydrated
- 3.8: Care staff support me so that I always feel as clean and comfortable as Possible

#### **4. Personal dignity and respect**

***I feel valued by the care staff that supports me because:***

- 4.1: They recognise that my life has equal value to theirs
- 4.2: I am always shown consideration and understanding, and never made to feel a nuisance or burden
- 4.3: I am communicated with in a way that makes me feel comfortable, and I can understand
- 4.4: The care staff that supports me respects my home and my possessions.
- 4.5: The care staff that supports me is sensitive to the needs of my family.
- 4.6: The care staff who support me do all they can to maintain my dignity
- 4.7: If care staff support me with dressing, they ensure that I exercise choice in what I wear
- 4.8: If care staff support me with meals, to exercise choice in what I eat and drink
- 4.9: I have privacy when I need it
- 4.10: Those who hold confidential information about me do not abuse my trust, and the care staff who support me, seek my permission before talking about me to anyone
- 4.11: The care staff that support me understand and respect my language, cultural, religious, and ethnic needs

#### **5. Freedom from discrimination and harassment**

***I live free from fear, discrimination and prejudice because:***

- 5.1: The care staff who supports me do not exploit, abuse, threaten or intimidate me
- 5.2: The care staff that support me, assist me in getting help if I am being exploited, abused or threatened by anyone
- 5.3: The care staff that support me are not violent to me
- 5.4: The care staff who support me do not discriminate, oppress, or harass on grounds of age, disability, religion or culture, racial or ethnic origin, gender or sexual orientation
- 5.5: Care staff support me to ensure that my home is as safe as possible
- 5.6: I know who I can tell if I am worried about anything connected with the service am receiving.
- 5.7: I know that appropriate action will be taken to address my concerns.

#### **6. Economic Well-Being**

***I feel economically secure because:***

- 6.1: I have as much control as possible over my money

- 6.2: I am clear about what I have paid for, in terms of how much, what for and for how long.
- 6.3: The care staff who support me, give me cash receipts for anything they purchase on my behalf

## **PART TWO – HOME-BASED RESPITE CARE**

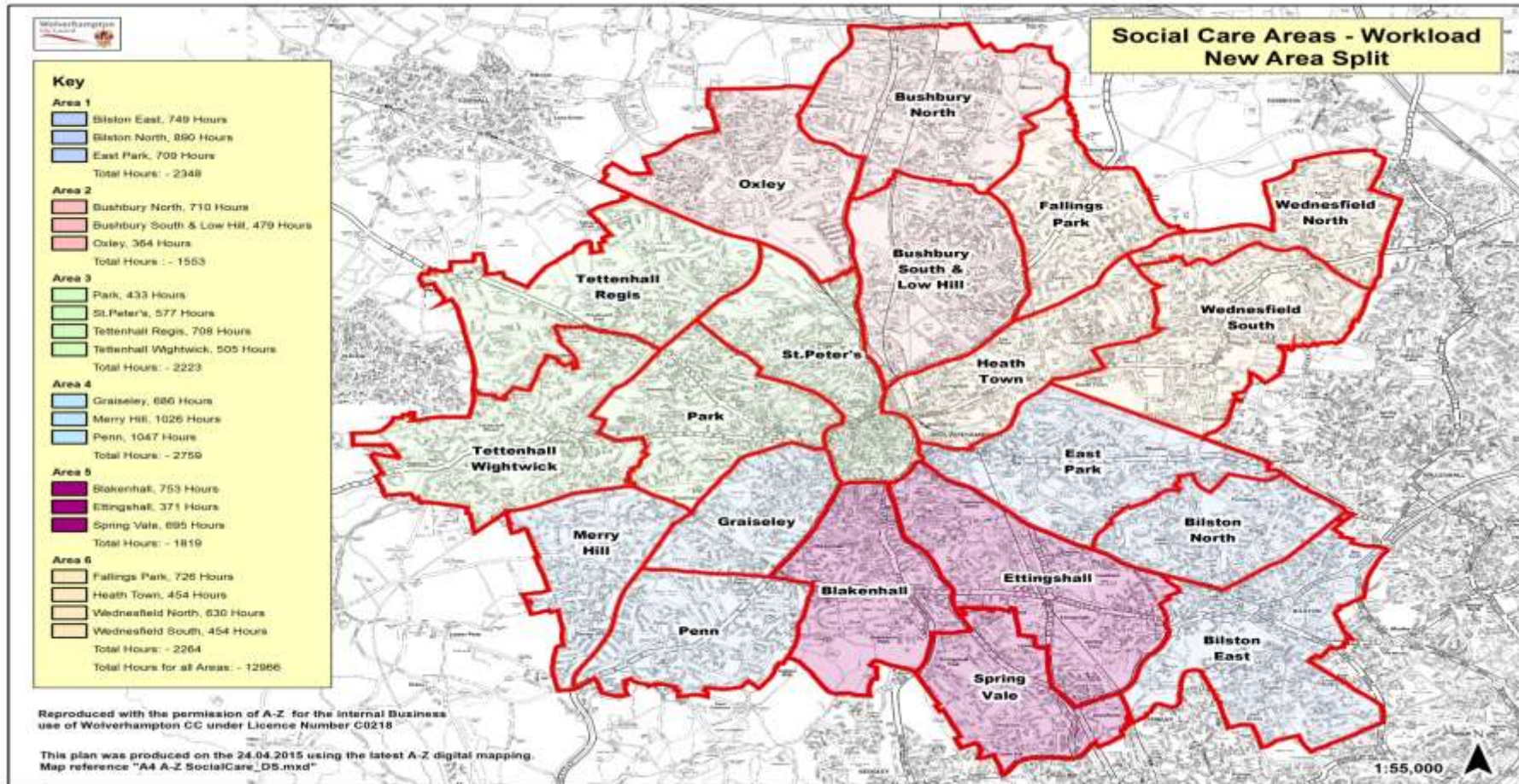
The delivery of the Services should contribute to the following outcomes (some of which shall be delivered in partnership with other agencies):

- Carers experience the Services as reliable and supportive;
- Carer and are able to exercise choice and control;
- Carers feel that they are supported in their caring role for as long as they wish to remain caring;
- The Service helps to maintain both the Carer's and the health, emotional well-being and skills;
- The Service provides a worthwhile and good experience for the users and carer;
- Both the Carer and feel that the services provided have improved their quality of life;
- The Carer improves his/her informal network of friends and access to information and advice;
- The Carer learns new skills and/or takes up hobbies.
- The Carer feels less isolated;
- The Carer feels they are able to regain some of the family time they had been used to experiencing in the past before taking on a caring role;
- The Carer develops a positive approach to retirement for a more active Carer and has an opportunity to think/discuss when they may have to give up their caring role and how they might prepare for this;
- The Carer has an opportunity to become a volunteer and receives appropriate training, support and reimbursement for work undertaken;
- The Carer feels able to take part in opportunities he/she may have been excluded from because of his/her caring responsibilities;
- The service supports personal dignity and respect and maintains

freedom from harassment and discrimination.

## Appendix Three – Map

The following gives an indicative number of **domiciliary care** hours currently provided across Wolverhampton. The Council **does not guarantee any numbers of hours** will be purchased from any Provider.



The Council currently commissions approximately 500 hours of Home-Based Respite Care across Wolverhampton (in addition to the hours shown above).

#### Appendix Four – Time Bandings

The following are the time bandings used in the calculation of payment using the current Electronic Home Care Monitoring System. Please note this may be subject to change in the event of a different monitoring system being used.

<b>From</b>	<b>To</b>	<b>Paid</b>
1min	23.59mins	15mins
24mins	38.59mins	30mins
39mins	53.59mins	45mins
54mins	68.59mins	60mins
69mins	83.59mins	75mins
84mins	98.59mins	90mins
99mins	113.59mins	105mins
114mins	128.59mins	120mins
129mins	143.59mins	135mins

## **Appendix Five – Financial Penalties for Non-Compliance with Electronic Home Care Monitoring**

The cost of calls not correctly logged (non-compliance) through the Electronic Home Care Monitoring system, that will be charged to the Provider, is **£0.20 per call** under the current system.