

SCHEDULE 2.1

SPECIFICATIONS

PART 3

SUPPORTED LIVING AND DOMICILIARY CARE

1. GENERAL

1.1 This Part of Schedule 2.1 sets out the service specification, outcomes and standards which apply to the provision of Supported Living and Domiciliary Care services to Customers by the Supplier under this Agreement.

1.2 This Part of Schedule 2.1 should be read in conjunction with Part 1 of this Schedule.

2. SCOPE

2.1 The Services referred to in this Part of Schedule 2.1 will be provided to Customers who have an Assessed Need for Domiciliary Care or Supported Living Services.

2.2 The Supplier will provide care and/or support to Customers in their homes, including Supported Living Properties and where included in the relevant Customer's Care and Support Plan this may include supporting Customers to carry out and/or arrange for domestic tasks to be undertaken.

2.3 Supplier Personnel will not undertake domestic tasks on behalf of Customers unless the relevant task:

2.3.1 has been identified as an eligible need and included in the Authority's Purchase Order;

2.3.2 directly relates to a care task such as cleaning a bathroom after use where the Customer is unable to do so themselves; or

2.3.3 directly relates to health and safety and/or infection control.

2.4 Where Customers have shared use of communal areas the Supplier should ensure that such Customers are responsible for carrying out domestic tasks in such areas or making arrangements for them to be carried out on their behalf unless such tasks have been identified as an assessed eligible need and are included in the Customer's Care and Support Plan in which case the Supplier shall support the Customer either to carry out these tasks themselves or to make arrangements for them to be carried out on their behalf.

2.5 Where the Customer is a tenant the Customer's relationship with their landlord is outside the scope of this Part of this Schedule save that where the Customer has a tenancy and an assessed eligible need for support to manage it (including arranging and/or carrying out domestic tasks), this will be included in the Care and Support Plan and the Supplier shall provide such support.

2.6 Where the Supplier is also the owner of the Customer's accommodation the Supplier shall obtain and provide to the Authority written advice from the CQC concerning the risk of the service being found to be unregistered Residential Care.

3. OUTCOMES

3.1 The Supplier shall endeavour to achieve the following outcomes for all Customers who receive Supported Living and Domiciliary Care Services in addition to the Generic Outcomes and the Individual Outcomes.

that Customers can:

- 3.1.1 have equality of opportunity to become part of their communities and do the things that they enjoy, regardless of their needs;
- 3.1.2 choose who they live with and who they invite into their home, in the same way as any other person;
- 3.1.3 maximise the benefits that information and communication technology may give them, when wanted, for example to talk to their friends and family, shop and make friends;
- 3.1.4 access transport which meets their needs;
- 3.1.5 move from Supported Living Properties to live as independently as possible in the community if they choose to do so;
- 3.1.6 maintain their skills, and develop new ones, in the areas that they want to;
- 3.1.7 try new things, pursue leisure interests, participate in physical and mental activity and access community resources if they want to;
- 3.1.8 choose how to dress, what to eat and when, where to go shopping, what to do and when to do it;
- 3.1.9 be active members of their local communities, with the same rights as any other person, to attend clubs, local groups, socialise and have relationships with friends, family and partners in the ways that they choose; and
- 3.1.10 develop friendships and social networks away from their care and support environment, should they wish to.

4. **QUALITY STANDARDS**

4.1 The Supplier shall:

- 4.1.1 ensure that Services are outward looking and engaged in their local communities, enabling people to be included when they want to be;
- 4.1.2 ensure that Customers have personal privacy within their home, experience respect for their personal possessions, are able to exercise choice and control over how it is decorated and furnished and when staff enter;
- 4.1.3 subject to the Customer giving their consent, work in partnership with the Authority or the Referrer and health services to ensure that Customers' needs are met; and
- 4.1.4 ensure that all Supplier Personnel are respectful towards Customers' homes and living environments, and treat them in the same way as any other person's private space.

5. **AIMS OF THE SERVICES**

5.1 The Supplier shall provide the Services in and from the Customer's home to support them with aspects of their life as described in their Care and Support Plan and the support shall include:

- 5.1.1 personal care and support to meet a Customer's Assessed Needs;
- 5.1.2 practical daily support to maintain and/or promote the Customer's independence;
- 5.1.3 practical daily support to help Customers to remain safe and secure in their homes;
- 5.1.4 support to help Customers to engage in their local communities and to participate fully in activities;

- 5.1.5 support to maintain a tenancy, including reporting problems to the landlord; and
- 5.1.6 any other types of care and/or support identified for provision by the Supplier in the Customer's Care and Support Plan

6. **ACCESSING SERVICES**

- 6.1 In respect of both Domiciliary Care and Supported Living Services the start date for each individual Customer's service will be agreed with the Customer and/or their Representative and the Authority or the Referrer based on the individual needs of the Customer and the urgency of the service.
- 6.2 In respect of Supported Living Services the Supplier shall arrange an introductory visit for each prospective Customer and, with their consent, their Carer and/or their Representative and/or the Authority or the Referrer in order to support planning and decision making and shall ensure that a person centred transition plan is agreed with the Authority to support the Customer to move in the best possible way and to assist the Supplier with arranging the appropriate services to meet the Customer's needs.
- 6.3 In respect of Domiciliary Care the Supplier shall arrange introductory visits to each prospective Customer's home, attended with their consent by their Representative and/or the Authority or the Referrer as appropriate, in order to support planning and decision making.

7. **REVIEWS**

- 7.1 When a Customer starts to receive Domiciliary Care or Supported Living Services or where there is a change in the provision of those services that has the potential to impact the achievement of the Outcomes for the Customer or create additional cost for the Customer, the Authority or the Referrer, the Authority or the Referrer shall arrange a Review within a reasonable period not less than 28 days and not more than 42 days after the commencement of or change in Service provision with the consent of the Customer and their Carer(s) to ensure that the Services provided are meeting their needs.
- 7.2 The Supplier will ensure that it monitors and re-assesses the Customer's needs over time and make adjustments to the level of support provided where this does not detract from achieving the Customer's outcomes or lead to any additional funding requirement.
- 7.3 The Supplier is responsible for working with the Authority or the Referrer to ensure that the service provided to each Customer meets their Assessed Needs and is reviewed at least annually such Review to include relevant contributors, including the Customer and, with their permission, their Representative as well as anyone the Customer wishes to invite.

8. **SERVICE PROVISION**

- 8.1 In respect of both Domiciliary Care and Supported Living Services:
 - 8.1.1 the Supplier shall ensure that the Services are available to be delivered at all times and that where a Supported Living Service is being provided, the care and/or support is available to Customers continuously, but tailored to meet their individual needs;
 - 8.1.2 the Supplier shall ensure that a copy of the Customer's Person Centred Plan is held by the Customer and that the Customer is aware of where their Plan is stored and that it is available to them at any time;
 - 8.1.3 the Supplier will ensure sufficient staffing to provide a safe, quality service to meet the assessed eligible needs of Customers as required over a 24 hour period, to include either sleep-in or waking night staff if identified as an eligible need in the Customer's Care and Support Plan;
 - 8.1.4 the Supplier shall ensure that Supplier Personnel working in Customer's homes will always acknowledge that the home belongs to the Customer(s) living there and follow all

the usual courtesies when visiting a home belonging to someone else such as knocking and not entering the house/room before being invited in, waiting to be asked if they would like a drink, asking if they need to use the toilet;

- 8.1.5 the Supplier shall ensure that Customers and their Representatives are addressed by the name they prefer;
- 8.1.6 the Supplier will ensure that Supplier Personnel staff take due care with all Customers' possessions;
- 8.1.7 the Supplier must make good any loss or damage to a Customer's possessions that is caused by the negligence of the Supplier's Personnel;
- 8.1.8 the Supplier shall ensure that all staff are trained and assessed as competent in performing all the tasks they will be required to complete as part of the care and/or support specified in a Customer's Person Centred Plan, including any additional training required for specific conditions or allowed medical tasks;
- 8.1.9 the Supplier shall ensure the provision of a management on-call service during evenings, weekends and bank holidays to support Supplier Personnel with the provision of Out of Hours advice to ensure a safe and responsive service for Customers;
- 8.1.10 the Supplier shall work flexibly and collaboratively with other suppliers and/or volunteers, where Customers receive support from more than one organisation, or type of service, in order to meet their needs and outcomes;
- 8.1.11 the Supplier shall ensure that all necessary equipment is available where it is providing a service to meet the needs of people with complex health and/or physical needs, following discussion with the Customer and the provision of information, advice and assessment as required;
- 8.1.12 the Supplier shall consult with Customers about any changes in the delivery of their care and/or support that affects them including but not limited to a change in Supplier Personnel or change in time arranged to provide support and give reasonable notice of any such change where changes are unavoidable;
- 8.1.13 the Supplier will provide care and/or support that meets the individual needs of each Customer as detailed in their Care and Support Plan through their Person Centred Plan which may include, where appropriate, enabling and supporting Customers to:
 - (a) participate in all aspects of daily life, including meal preparation, personal care and meeting their day to day needs;
 - (b) make use of technology to enhance their lives;
 - (c) access up to date information on, and participate in, activities and opportunities in the community;
 - (d) participate in activities of their choice;
 - (e) try new things including education, volunteering, sports, leisure and work which may include supporting Customers to make contact with services and organisations to request that reasonable adjustments are made to accommodate their needs;
 - (f) participate in opportunities for peer support and social opportunities outside of their homes to increase their social networks and enable Customers to maximise their independence;
 - (g) access both mainstream and specialist NHS Services; and

- (h) access advice and assessment in relation to equipment, adaptations and telecare;

8.1.14 the Supplier shall ensure that each Customer's service is:

- (a) individually planned and managed so that the parts of their Care and Support Plan the Supplier is responsible for are met;
- (b) adjusted to reflect any changes the Customer and/or the Authority or the Referrer requests; and
- (c) provided in a way that ensures that no Customer is either left at risk without the provision of the service, or put at risk by being provided with a service that does not meet their needs as described in their Care and Support Plan;

8.1.15 where a Customer and/or their Representative agrees, and it is recorded in their Person Centred Plan, the Supplier may be given a key or entry code to a Customer's home and if so Suppliers must ensure that:

- (a) appropriate measures are taken to prevent loss, misuse or theft of the code; and
- (b) access to Customers' homes by Supplier Personnel is at a minimum and only when a Customer requires care and/or support, or by their invitation.

8.2 In respect of Supported Living Services:

8.2.1 the Supplier shall ensure that staff working in Customers' homes recognise and understand the ethos and requirements of providing care and/or support in a Supported Living environment and support Customers in a way that reflects this;

8.2.2 the Supplier shall not:

- (a) install or operate from offices within the Supported Living Property or its grounds without first having considered options for the use of information and communication technology to manage and store documents relating to Customers and the running of the service on their behalf as the default option and in any event without the permission of all the Customers living there;
- (b) install any office equipment within a Supported Living Property without the permission of all Customers living there; and
- (c) where a Customer is not assessed as having capacity to make any decision contemplated under Paragraphs 8.2.2 (a) or 8.2.2 (b) or does not have a Representative that is independent of the Supplier discussions with Customers will be supported by an Independent Advocate in respect of which the Supplier will be responsible for paying all charges.

8.2.3 subject to Paragraph 8.2.2, where Customers agree to offices being cited in the properties they rent the Supplier shall pay the rental for the room and all associated costs of running the office, including all equipment and a contribution to utility costs;

8.2.4 subject to Paragraph 8.2.2, where installation of equipment affects the fabric of the building or furnishings the Supplier shall seek permission from the landlord and will be responsible for returning the building to its original condition on removal of the equipment and/or if the service is transferred to another supplier, unless a written agreement is made for the responsibility to pass to the new supplier;

8.2.5 the Supplier must ensure that Supplier Personnel do not display within the Supported Living Property and its boundaries any notices or documentation that relate to the

operational management and function of the service or for the collective or personal use of staff; and

- 8.2.6 in Supported Living Properties where some or all facilities are shared between a number of Customers the Supplier will, jointly with the landlord, ensure that each Customer is given the opportunity to choose their room from those that are available.

9. **PERSONALISED CARE AND SUPPORT**

9.1 In respect of both Domiciliary Care and Supported Living Services:

- 9.1.1 the Supplier will have clear procedures that are regularly reviewed and which meet the requirements of Mental Capacity Act 2005 to assess individual Capacity to support people with decision making and to obtain appropriate and valid consent for those Customers who do not have Capacity or whose Capacity is variable;
- 9.1.2 the Supplier shall ensure that Services are centred on the needs of each Customer and provided in the least intrusive way ensuring that the quality and safety of the support enables people to feel safe and enjoy positive experiences;
- 9.1.3 with the exception of core hours provided as part of a Supported Living Service referred in Paragraph 9.2.1 the Supplier shall not:
- (a) require Customers to only use their services/and or those of partner organisations; nor
 - (b) require Customers to agree to receive a greater volume of service than they require;
- 9.1.4 the Supplier will take steps to minimise the number of staff employed to meet the needs of a Customer living alone through an effective staffing policy or rota system and personalisation policy and will ensure consistency of service to all Customers as far as is practicable;
- 9.1.5 the Supplier will ensure that Customers are wherever possible able to choose which Supplier Personnel support them and will consult the Customers before any permanent changes are made to the staff who support them and where a Customer's choice cannot be accommodated ensure that an explanation is given to the Customer in a way that he/she can understand;
- 9.1.6 the Supplier will ensure that the introduction of new Supplier Personnel is conducted in a person centred way that meets the needs of each Customer;
- 9.1.7 the Supplier will ensure that Supplier Personnel supporting Customers to participate in activities are available throughout the period in which support is required so that for example a Customer will not be asked to leave an activity early due to a shift change;
- 9.1.8 the Supplier shall ensure that Customers can choose when they:
- (a) get ready for bed;
 - (b) go to bed;
 - (c) get up in the morning;
 - (d) get dressed unless not going out;
 - (e) have their meals, including what to eat and where to eat it;
 - (f) have a shower or a bath;

- (g) invite friends and family to visit them; and

any exceptions to the above must be discussed with the Customer and, with their consent, their Representative and/or an Independent Advocate and the Authority or the Referrer and documented in the Customer's Person Centred Plan.

9.2 In respect of Supported Living:

- 9.2.1 the Supplier shall ensure that the amount of shared care and/or support provided to Customers (sometimes referred to as "core hours") will be the minimum necessary to ensure that Customers have control over as much of their care and support as possible;
- 9.2.2 the Supplier shall ensure that the family and friends of Customers are able to visit them in the privacy of their home at times that suit them;
- 9.2.3 the Supplier shall ensure that Customers are able to receive visits in private from their general practitioner or other medical or health practitioners;
- 9.2.4 the Supplier shall appoint a key worker or key team to each Customer and shall involve the Customer in this process to ensure that the Customer is happy with the person or persons supporting them;
- 9.2.5 the Supplier shall ensure that Customers always wear their own clothes and that they are of their own choice and shall ensure that Supplier Personnel do not provide a Customer with clothes from any other person at any time;
- 9.2.6 the Supplier shall ensure proactive and responsive communication between the Supplier the Customer and their family and where Customers have complex communication needs and are unable to speak for themselves shall use additional ways of providing communication to families including but not limited to communication books, emails and use of tablet computers;
- 9.2.7 the Supplier shall support Customers to seek the support of the Authority and/or an organisation authorised to act on its behalf and/or NHS services to provide specialist advice and assessment when required such as support from a speech and language therapist or from clinicians who deal with specific health conditions, including epilepsy;
- 9.2.8 where included in the Customer's Care and Support Plan the Supplier will ensure that there are arrangements in place for Customers to keep in regular touch with family members and friends and attend significant family or life events through visits by telephone and through the use of technology; and
- 9.2.9 the Supplier shall attend and if required facilitate and/or take notes of regular meetings of the tenants living at the Supported Living Property with the aim of maximising their involvement in the running of the service.

10. **MOVING HOME**

- 10.1 Where a Customer chooses to initiate a move to a different property the Supplier will if required support the Customer to inform the Authority or the Referrer so that a Review can be arranged and continuity of service can be maintained.
- 10.2 Where support to manage a tenancy has been identified in the Customer's Care and Support Plan and included on the Authority's Purchase Order the Supplier shall support the Customer to perform the necessary tasks to end their current tenancy and if required take on a new tenancy.
- 10.3 Where support to use transport has been identified in the Customer's Care and Support Plan and included on the Authority's Purchase Order the Supplier shall ensure that the Customer can continue doing so through support to learn any new routes.

- 10.4 The Supplier shall not initiate or arrange for a Customer to move to an alternative Service or to a different tenancy within the same Supported Living Property without the express consent of both the Customer and (if moving to a different tenancy within the same Supported Living Property) the landlord, and where appropriate their Carer and/or Representative supported by an Independent Advocate where required and the Authority and/or an organisation authorised to act on its behalf which will be reasonable for any Best Interest Assessment that may be required prior to any move taking place.
- 10.5 If any move of a Customer to an alternative service or a different tenancy within the same Supported Living Property has been initiated by the Supplier then the Supplier shall be responsible for meeting all costs associated with the move. In all other circumstances the Customer will be responsible for meeting the costs.
- 11. PROMOTING INDEPENDENCE**
- 11.1 The Supplier shall enable Customers to undertake tasks with the aim of maximising independence and/or maintaining skills and these tasks include but are not limited to:
- 11.1.1 personal care and dressing;
 - 11.1.2 food and drink preparation;
 - 11.1.3 shopping;
 - 11.1.4 laundry;
 - 11.1.5 social educational and recreational activities in the community;
 - 11.1.6 managing relationships with other people;
 - 11.1.7 managing personal correspondence and finances;
 - 11.1.8 planning for the future; and
 - 11.1.9 any other activities that support the Customer to increase or maintain their independence.
- 11.2 The Supplier shall ensure that any costs of activities are agreed with the Customer and with their permission their Representative or Independent Advocate in advance and payment for additional activities outside of the original agreement may be negotiated separately at subsequent Reviews and will be in addition to any existing agreements.
- 11.3 The Supplier shall ensure that Customers are supported to develop public transport skills where appropriate and identified in the Customer's Care and Support Plan and included on the Authority's Purchase Order.
- 11.4 The Supplier shall ensure that Customers are enabled to make best use of assistive technology to maximise their independence.
- 12. MEETING PERSONAL CARE NEEDS**
- 12.1 The Supplier shall take into account Customers' personal choice and wishes regarding who they would like to provide their personal care and shall give priority to such wishes wherever possible.
- 12.2 The Supplier shall ensure that intimate personal care tasks are provided by Supplier Personnel who are suitably matched to the relevant Customer in terms of any cultural sensitivities and gender.

13. MEETING HEALTH NEEDS

- 13.1 The Supplier shall encourage and support Customers to manage their own health conditions wherever possible.
- 13.2 The Supplier shall provide care and/or support that enables Customers to meet their health needs as detailed in their Care and Support Plan through their Person Centred Plan where appropriate which may include but is not limited to:
- 13.2.1 enabling Customers to register with a general practitioner (GP) and dentist of their choice, subject to the practitioners accepting the Customer;
 - 13.2.2 enabling access to primary and specialist health services as identified in assessments and the Customer's Person Centred Plan including all relevant health screening opportunities;
 - 13.2.3 enabling access to regular check-ups with dentists opticians chiropodists and similar providers;
 - 13.2.4 enabling Customers to have an annual health check with their GP should they wish to that results in a Health Action Plan detailing health improvement actions for the next 12 months;
 - 13.2.5 identifying any barriers that make it difficult for a Customer to access NHS services, and agreeing any actions/reasonable adjustments required with the Customer and with their consent their Representative or Independent Advocate and documenting them in their Person Centred Plan and Hospital Passport;
 - 13.2.6 accompanying the Customer to appointments if required and where the Customer consents for Supplier Personnel to do so;
 - 13.2.7 enabling access to Advocacy Services, including Independent Mental Capacity Advocates as required under the Mental Capacity Act 2005; and
 - 13.2.8 enabling and facilitating access to accessible health related information.
- 13.3 The Supplier shall ensure that where Customers have additional health needs and are in receipt of a specialist health assessment and advice all Supplier Personnel providing care and/or support are aware of and actively implement any specialist health recommendations into the Customer's Person Centred Plan.
- 13.4 Where a Customer is admitted to hospital the Supplier shall ensure that the Authority or the Referrer, the Customer's family and/or alternative persons of equivalent status are informed in a timely fashion.
- 13.5 If requested to do so by the Authority or the Referrer and where required and appropriate to the particular needs of the Customer the Supplier shall in agreement with the Customer their Representative or Independent Advocate and the hospital provide support to Customers within hospital settings including admissions and the Supplier shall make reference to the Musgrove Park Hospital Learning Disability Policy 2013 and the Yeovil District Hospital Learning Disability Protocol 2014 in each case as amended or replaced from time to time.
- 13.6 The Supplier shall ensure that Supplier Personnel maintain good practice at all times in the control of infection.
- 13.7 The Supplier shall ensure that Supplier Personnel are provided with adequate protective clothing and equipment including where necessary disposable aprons gloves and appropriate polythene bags for the disposal of soiled clothes dressings linen drugs instruments and other waste matter.

14. **INVOLVEMENT IN ACTIVITIES**

- 14.1 The Supplier shall ensure that they are aware of local community resources activities and events in order to support access and involvement of Customers in the community.
- 14.2 The Supplier will enable Customers to access community activities in line with the Person Centred Plan including but not limited to:
- 14.2.1 sporting activities;
 - 14.2.2 musical and other cultural events;
 - 14.2.3 shopping and leisure activities;
 - 14.2.4 engagement with learning voluntary and employment opportunities;
 - 14.2.5 support to attend other activities already planned and provided by other agencies;
 - 14.2.6 drinks and meals out;
 - 14.2.7 social events; and
 - 14.2.8 religious events or occasions.

15. **CUSTOMER FINANCES**

- 15.1 The Supplier shall provide appropriate support to enable Customers to manage their finances as detailed in their Care and Support Plan through their Person Centred Plan and shall ensure that the role of Supplier Personnel in supporting the Customer to manage their personal finances is detailed in their Person Centred Plan which may include but is not limited to:
- 15.1.1 enabling Customers who can do so to manage their own finances to the maximum extent possible;
 - 15.1.2 where required supporting Customers to pay their daily living expenses through a budget agreed with the Customer and with the Customer's consent their Representative or Independent Advocate;
 - 15.1.3 supporting Customers to make informed choices about what they spend their disposable income on and saving for larger purchases; and
 - 15.1.4 where required and applicable, supporting the Customer to access motability services.

16. **TRAINING**

- 16.1 The Supplier shall provide on-going training development and supervision for all Supplier Personnel to maintain appropriate levels of skill and knowledge and shall provide refresher training on a regular basis and assess each member of Supplier Personnel's on-going competence to perform tasks on an on-going basis.
- 16.2 The Supplier shall ensure that they keep records of all staff training in line with CQC requirements and that they produce an annual training plan detailing new and on-going training requirements in order to promote service quality and development.
- 16.3 The Supplier must ensure that all staff are given a full induction which covers the following as a minimum:
- 16.3.1 introduction to learning disabilities;

- 16.3.2 safeguarding vulnerable adults;
 - 16.3.3 manual handling;
 - 16.3.4 communication;
 - 16.3.5 data protection;
 - 16.3.6 risk assessment;
 - 16.3.7 food hygiene (where appropriate);
 - 16.3.8 basic food preparation and healthy meals (where appropriate);
 - 16.3.9 health and safety;
 - 16.3.10 first aid;
 - 16.3.11 medication (where appropriate);
 - 16.3.12 health inequality awareness training programme;
 - 16.3.13 support planning;
 - 16.3.14 professional boundaries;
 - 16.3.15 equality and human rights;
 - 16.3.16 the Mental Capacity Act;
 - 16.3.17 deprivation of liberties;
 - 16.3.18 whistle blowing;
 - 16.3.19 person centred approaches;
 - 16.3.20 housing and tenancy rights (where appropriate);
 - 16.3.21 the Real Tenancy Test (where appropriate)
 - 16.3.22 skills building; and
 - 16.3.23 facilitating community inclusion.
- 16.4 In addition to any processes and procedures referred to elsewhere in this Part of Schedule 2.1 the Supplier shall ensure that there are appropriate processes in place that are understood by Supplier Personnel and regularly reviewed including but not limited to:
- 16.4.1 the loss misuse or theft of any keys or keycodes held by the Supplier;
 - 16.4.2 if staff are unable to gain an answer from the Customer on attempting to provide care and/or support; and
 - 16.4.3 the discovery of an accident affecting the Customer.