

SCHEDULE 2.1

SPECIFICATIONS

PART 2

RESIDENTIAL CARE (WITHOUT NURSING) AND SHORT BREAKS

1. GENERAL

- 1.1 This Part of Schedule 2.1 sets out the service specification, outcomes and standards which apply to the provision of Residential Care (without nursing) and Short Breaks (in a Residential Care home) 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:
 - 2.1.1 in the case of Residential Care Services have an Assessed Need for 24 hour accommodation and support which is to be provided in the form of Residential Care services; and
 - 2.1.2 in the case of Short Breaks Services have Assessed Needs which meet the National Minimum Eligibility Threshold for a Short Break and it is assessed that this needs to be provided within a Residential Care environment.

3. SERVICE AIMS

- 3.1 The aims of Residential Care Services are to:
 - 3.1.1 offer Customers a long term, supportive environment in which to live a fulfilled life or as part of a pathway to greater independence; and
 - 3.1.2 support Customers to promote and maintain their well-being and potential in relation to their physical, intellectual, emotional and social capacity.
- 3.2 The aims of Short Breaks are to:
 - 3.2.1 offer Customers and their Carers a short break in order to support people to remain living in their own or their family home for as long as is practically possible;
 - 3.2.2 provide Carers with a short breaks at a time and in a manner that suits them, and their family member, in response to Assessed Need and in order to provide support to Carers to maintain their caring role and other aspects of their lives;
 - 3.2.3 support Customers to achieve and maintain their potential in relation to their physical, intellectual, emotional and social capacity in order to live as independently as possible;
 - 3.2.4 provide access to a range of quality social and leisure activities designed and arranged for the duration of the short stay to meet the specific needs and interests of Customers; and
 - 3.2.5 provide emergency, alternative, care and/or support to Customers and Carers at times of crisis when they experience changes in their health or social circumstances.

4. **OUTCOMES**

- 4.1 The Supplier shall endeavour to achieve the following outcomes for all Customers who receive Residential Care and Short Breaks Services in addition to the Generic Outcomes and the Individual Outcomes:

that Customers can:

- 4.1.1 have equality of opportunity to become part of their communities and do the things that they enjoy, regardless of their needs;
- 4.1.2 maximise the benefits that information and communication technology may give them, when wanted, to talk to their friends and family, shop and make choices;
- 4.1.3 maintain their skills, and develop new ones in the areas that they want to;
- 4.1.4 try new things, pursue leisure interests, participate in physical, mental and spiritual activity and access community resources;
- 4.1.5 choose how to dress, what to eat, where to go shopping, what to do and when to do it;
- 4.1.6 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;
- 4.1.7 develop meaningful friendships and social networks away from their care and support environment, should they wish to; and
- 4.1.8 take part in social, leisure and further educational activities which meet their needs, including during the evening or at weekends; and

in relation to Short Breaks Services, that Customers can:

- 4.1.9 arrange a short break at a time and location that is appropriate to their needs and those of their Carers; and
- 4.1.10 maintain their independence and, where appropriate to the length and location of the break, day to day links with their communities and activities that they enjoy.

5. **QUALITY STANDARDS**

- 5.1 The Supplier shall ensure that:

- 5.1.1 Supplier Personnel are outward looking and engaged in their local communities, enabling Customers to be included when they want to be;
- 5.1.2 Supplier Personnel work in partnership with health services to ensure Customers' needs are met;
- 5.1.3 Supplier Personnel are respectful towards Customers' homes and living environments, and treat them in the same way as any other person's private space;
- 5.1.4 Supplier processes and staff keep abreast of national policy, guidance, standards and developments; and
- 5.1.5 Customers have personal privacy in their room within the home, experience respect for their personal possessions, are able to exercise reasonable choice and control over how it is decorated/furnished and when staff enter.

6. ACCESSING SERVICES

6.1 In relation to both Residential Care and Short Breaks Services the Supplier shall:

- 6.1.1 ensure that the placement of a new resident to the service is carried out in a timely, sensitive and person-centred manner, designed around Customer need and shall put in place a written procedure to achieve the same;
- 6.1.2 ensure that introductory visits for each prospective Customer, his or her Carers and/or family, Independent Advocates or friends are arranged in order to support planning and decision making;
- 6.1.3 put in place an appropriate, person-centred, transition plan to support the Customer to start receiving the relevant Service, and to assist the Supplier with arranging appropriate services to meet the Customer's needs; and
- 6.1.4 complete an inventory of all personal possessions (including clothing) brought into the Residential Care home by the Customer and keep the same up to date for the duration of the Customer's stay.

6.2 In relation to Residential Care Services the Supplier shall:

- 6.2.1 ensure that arrangements for a new Customer are sensitive and personalised, and reflect the uncertainty and anxiety that Customers may experience when moving home and deciding whether to live in Residential Care;
- 6.2.2 prior to the expiry of any initial trial period agreed with the Authority or the Referrer work with the Authority to review and confirm whether the long term Residential Care offered is appropriate and in the best interests of the Customer;
- 6.2.3 ensure that full details of the service to be provided are given to the Customer and/or their Carer and/or Independent Advocate in an appropriate format as required to fully support the inclusion of the Customer in the design and delivery of their service;
- 6.2.4 ensure that the room offered at the time the placement is agreed is the same room then given to the Customer;
- 6.2.5 issue the Customer with an agreement giving him or her permission to occupy the accommodation for the foreseeable future including details of the services to be provided, the conditions upon which they may be provided, any restrictions and the notice period;
- 6.2.6 explain any such conditions to the Customer with the support of a Representative and/or Independent Advocate before the start of service delivery and make these available in an accessible way that the Customer can understand;
- 6.2.7 ensure that any such conditions do not contravene CQC standards, the Outcomes, the Service Specifications or the terms of this Agreement and shall not require any Customer to enter into any agreement where he or she does not have Capacity to do so.

6.3 In relation to Short Breaks Services the Supplier shall:

- 6.3.1 ensure that the Service is flexible and includes the provision of a few hours' Short Break, a weekend or a full week depending on the agreed annual allocation in the Customer's Care and Support Plan; and
- 6.3.2 make the Service available to Customers at short notice where home circumstances become difficult and where a Carer requires urgent respite care.

7. **REVIEWS**

- 7.1 When a Customer moves to a new Residential Care Service or starts to receive new Short Break Services the Authority or the Referrer shall arrange a Review within a reasonable period after 28 days with the consent of the Customer and their Carer(s) to ensure that the Services provided are meeting their needs.
- 7.2 The Supplier shall monitor and re-assess the Customer's needs over time and shall make adjustments to the level of support to meet these needs, provided this does not detract from achieving the Outcomes or require additional funding.
- 7.3 In relation to Short Break Services, the Authority or the Referrer may ask the Supplier to undertake an assessment of needs for a Customer during a Short Break in order to inform Person Centred Planning and future provision and in such circumstances the Supplier shall carry out the assessment and shall not be entitled to make any additional charge for carrying out such an assessment.

8. **SERVICE PROVISION**

- 8.1 In relation to both Residential Care and Short Break Services, the Supplier shall:
- 8.1.1 make the Services available at all times;
 - 8.1.2 provide a Statement of Purpose describing the services to be provided, including details of the nature and extent of services in accordance with CQC guidance;
 - 8.1.3 provide appropriate staffing to ensure a safe, quality service and to meet the Assessed Needs of Customers over a 24 hour period, to include either sleep-in or waking staff as assessed and required;
 - 8.1.4 ensure all members of Supplier Personnel are trained and attain qualifications in line with the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014;
 - 8.1.5 provide personal care and support with activities that meet the individual needs of each Customer in full as detailed in their Person Centred Plan;
 - 8.1.6 provide three nutritious meals a day in accordance with an individual's personal preferences and if a Customer goes out and requires a meal elsewhere, the Supplier will be responsible for providing or funding the alternative;
 - 8.1.7 provide access to social and leisure opportunities arranged to meet the Customer's individual needs and Outcomes ensure that any additional activities and support outside of the standard support package are agreed and funded to meet the specific requirements of Customers with the agreement of the Supplier and the Authority or the Referrer;
 - 8.1.8 provide appropriate activities that focus on maintaining and, wherever possible, promoting the Customer's life skills and independence both within the Residential Care home and in the wider community;
 - 8.1.9 ensure the provision of a management on-call service over evenings, weekends and bank holidays to support Supplier Personnel with the provision of management advice Out of Hours to ensure a safe and responsive service;
 - 8.1.10 put and keep in place a procedure to accept emergency admissions and, where necessary a system of delegated authority to facilitate assessments and responsive decision making in such circumstances; and

8.1.11 complete an assessment of the Customer's needs within 48 hours of an emergency admission and assist the Authority or the Referrer to review the emergency placement and begin the planning process for future provision as required.

8.2 In relation to Residential Care Services where the Customer is identified as having a need for a holiday or Short Break or where the same was previously agreed as part of their original Care and Support Plan, details should be included in the Customer's Person Centred Plan and a holiday included as part of their Residential Care Service. The details of what this might include (number of days/support provided/costs involved) will be agreed with the Authority or the Referrer and documented in the Customer's Person Centred Plan.

8.3 In relation to Short Breaks Services the Supplier shall:

8.3.1 develop and regularly review a process for Short Breaks to be booked to meet the individual needs of Customers and their Carers, in line with the Short Break allocation in the Customer's Care and Support Plan and where there is any query about the allocation the Supplier will seek clarification from the Authority or the Referrer;

8.3.2 ensure that the booking process for Short Breaks is flexible around the planned length of stay to meet the needs of individual Customers and will operate independently of the Authority or the Referrer;

8.3.3 provide flexibility regarding the timing of week day activities and the actual activities undertaken by the Customer in line with his or her Person Centred Plan;

8.3.4 agree with the Authority or the Referrer in advance any additional costs for the Supplier to provide activities to the Customer during a Short Break;

8.3.5 be responsible for contacting the Customer or his or her Carer in advance of the Short Break to agree the activities being undertaken during the Short Break;

8.3.6 provide access to a range of social and leisure activities during the Short Break to meet the specific needs and interests of each Customer;

8.3.7 where previously agreed with the Customer and his or her Carer arrange continued access to the Customer's usual day activities to ensure familiarity and consistency in line with their individual Person Centred Plan;

8.3.8 make Short Breaks available for emergency booking purposes via the Authority and/or an organisation authorised to act on its behalf; and

8.3.9 ensure that each Short Break has an agreed start and end date and will only be extended or transferred to a long term arrangement on receipt of a Purchase Order from the Authority and/or an organisation authorised to act on its behalf confirming the change.

9. **ACCOMMODATION**

9.1 In relation to both Residential Care and Short Break Services, the Supplier shall:

9.1.1 where provided together provide Short Break beds in premises that are separate from the Customer's Residential Care accommodation;

9.1.2 ensure that the accommodation provided is fit for its planned purpose of providing quality, appropriate Residential Care or Short Break provision and is designed and adapted to meet the types of need of the Customers who are intending to use the Service;

9.1.3 ensure that the premises, its furniture and fittings are kept in a good standard of repair and decoration and to a high standard of cleanliness and hygiene and that furniture and equipment is suitable and sufficient to meet the needs of Customers and of a non-institutional nature in line with the general aims and values of quality services;

- 9.1.4 ensure an annual up to date schedule of regular maintenance, redecoration and improvement of the property is prepared in order to maintain the quality of the facilities provided and to maintain safety and shall provide the same to the Authority within 6 weeks prior to the start of each Contract Year;
- 9.1.5 produce a list detailing the standard furniture that will be provided in a Customer's room and provide the same to Customers, Carers, Representatives and Independent Advocates prior to the Customer receiving the Service and on request and to the Authority and any organisation acting on its behalf on request;
- 9.1.6 make provision for Customers to bring and/or purchase their own furniture, where wanted, for their room as an alternative to that which is normally provided by the Supplier provided that the furniture provided by the Supplier will be of sufficient quality and state of repair that a Customer and/or the representative will not feel obliged to do so;
- 9.1.7 not require Customers to replace or contribute to the maintenance of items on the list of standard furniture referred to at Paragraph 9.1.5 above or purchase any furniture items that are for communal use or which cannot be removed;
- 9.1.8 ensure that personal possessions of Customers are respected with support provided to look after and to maintain personal property and ensure the provision of a facility for the safe storage of Customers' valuables where this is requested;
- 9.1.9 have clear, documented procedures in place regarding the care of personal property and possessions to protect both the Customers and Supplier Personnel;
- 9.1.10 make best use of telecare, aids, adaptations and mobility aids, where appropriate, following individual assessment to support individual's safety, promote personal independence and provide the least restrictive measures for Customers;
- 9.1.11 provide bedrooms which are large enough to accommodate Customers reasonably in accordance with CQC guidance, but particularly where Customers require more spacious accommodation due to their mobility needs and where they require the use of equipment and 2:1 support to mobilise and ensure that bedrooms are large enough to meet the Customers' needs for the storage of belongings and required equipment;
- 9.1.12 provide en-suite bathrooms in order to provide privacy and promote individual dignity for Customers;
- 9.1.13 provide facilities which enable privacy when required ensuring that bedrooms, toilets and bathrooms are capable of locking, although locks will be of a type to allow access from outside in times of emergency;
- 9.1.14 pay attention to the sensitivities and individual preferences of Customers in terms of gender and/or cultural separation;
- 9.1.15 provide a spacious, accessible lounge area available to Customers with television, radio and similar for Customers to use when required;
- 9.1.16 where possible provide a dedicated quiet area to provide an alternative to the main lounge and additional to Customers' bedrooms;
- 9.1.17 provide specialist resources where Services intend to meet the needs of Customers with complex health, communication and sensory needs, following assessment and advice in order to meet their identified needs;
- 9.1.18 where the Services intend to meet the needs of Customers with complex health and physical needs, provide all necessary equipment required following advice and assessment such as occupational therapy and physiotherapy in order to ensure the

provision of quality, safe, accessible accommodation, facilities and equipment which maintain personal dignity and respect for Customers;

- 9.1.19 ensure that all furniture and equipment meets individual Customers' needs and is provided in accordance with the Equipment in Care Homes' Policy, requesting specialist assessments where required, and that safeguards are in place to prevent Customers being inappropriately charged for equipment;
- 9.1.20 where the Customer is in receipt of full Continuing Health Care Funding, approach the CCG for provision of any additional specialist furniture and equipment required, where such furniture and equipment is not provided by the Integrated Community Equipment Service;
- 9.1.21 ensure that all equipment used is clean, safe and well maintained in accordance with the manufacturer requirements, service inspection and adherence to the Medicines and Healthcare products Regulatory Agency requirements;
- 9.1.22 ensure that homes provide sufficient space for the safe storage of mobility equipment in order to keep communal lounges and corridors clear;
- 9.1.23 ensure that homes have an accessible laundry with adequate facilities to meet the needs of Customers and for washing all types of fabrics and clothing;
- 9.1.24 ensure that:
 - (a) the grounds to premises are well maintained and accessible to Customers:
 - (b) that gardens are designed to safely meet the particular needs of Customers and to encourage their involvement: and
 - (c) Customers are encouraged and supported to use the grounds for their recreation where wanted and appropriate.

9.2 In relation to Residential Care Services the Supplier shall:

- 9.2.1 ensure that each Customer is provided with a designated room for the duration of their stay to meet their needs and that no Customer is moved to another room, even with their or their Carer's consent, without the prior agreement of the Authority or the Referrer;
- 9.2.2 ensure that details of the Customer's room are included on the Licence Agreement provided to the Customer and that the allocation of a room to that Customer is not changed other than if the relevant Customer requests to move or for emergency reasons; and
- 9.2.3 ensure that any move by a Customer to another room is agreed with that Customer, the Authority or the Referrer and, if applicable, his or her family, Carers and/or an Independent Advocate.

9.3 The Supplier shall ensure that if provided on the same site as Residential Care Services a Short Breaks Service is separate from the Residential Care provision to avoid disruption to long term residents.

10. **PERSONALISED CARE AND SUPPORT**

10.1 In relation to both Residential Care and Short Break Services, the Supplier shall:

- 10.1.1 ensure that services are centred on the needs and aspirations of each Customer, taking into account who the person is in the context of their friends and family and ensuring that the quality and safety of the support enables people to feel safe and to enjoy positive experiences;

- 10.1.2 ensure that visitors are made welcome at times to suit Customers;
 - 10.1.3 provide a level of care and support appropriate to meet individual Customer needs and in accordance with any particularly specified needs, but allowing the appropriate level of self-determination, choice and independence that will enhance the Customer's quality of life;
 - 10.1.4 appoint a key worker/key team to each Customer and involve the Customer in this process to ensure choice and the best possible match;
 - 10.1.5 ensure proactive and responsive communication between the Supplier and the Customer and their family using appropriate additional means of communication where the Customer has complex communication needs and is unable to speak for him/herself;
 - 10.1.6 minimise the number of staff employed to meet the needs of a single individual through an effective staffing policy/rota system and personalisation policy and ensure consistency of service to all Customers;
 - 10.1.7 ensure that the needs (including spiritual, ritual and dietary) of people from all ethnic, cultural and religious backgrounds are catered for in a relevant and proportionate way, as specified in the Customer's Person Centred Plan; and
 - 10.1.8 seek the support of the Authority and/or an organisation authorised to act on its behalf to provide specialist advice and assessment when required in relation to such matters as communication, behaviour and health conditions.
- 10.2 In relation to Residential Care Services the Supplier shall:
- 10.2.1 where included in the Customers Care and Support Plan, ensure that arrangements are 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 use of technology;
 - 10.2.2 confirm whether they are able to offer end of life care in their Statement of Purpose and where they are able to do so, ensure that they work holistically and in conjunction with Customers, their families, the Authority and/or an organisation authorised to act on its behalf and health and palliative care specialists to support the relevant Customer in the best way possible; and
 - 10.2.3 ensure that staff receive training in best practice for end of life care for people with learning disabilities and their families and in bereavement and loss.
- 10.3 In relation to Short Breaks Services the Supplier shall provide regular reports to the Authority on the up-take of Short Breaks by the Customers, identifying where the up-take is equivalent to or lower than a Customer's annual allocation (as determined by the Authority or an organisation acting on its behalf during the Customer's Assessment) and where requests for short breaks exceed the annual allocation, the Supplier should inform the Authority or the Referrer in a timely manner.
- 11. PROMOTING INDEPENDENCE**
- 11.1 In order to meet the Outcomes for each Customer the Supplier shall promote independence and maintain Customers' skills through encouraging and assisting Customer with tasks including but not limited to:
- 11.1.1 personal care and dressing;
 - 11.1.2 eating and drinking;
 - 11.1.3 food and personal shopping;

- 11.1.4 laundry requirements;
- 11.1.5 cleaning rooms and personal spaces;
- 11.1.6 food and drink preparation;
- 11.1.7 accessing the community;
- 11.1.8 managing relationships with other people;
- 11.1.9 social, educational and recreational activities;
- 11.1.10 managing personal correspondence and finances;
- 11.1.11 planning for the future; and
- 11.1.12 meeting personal care needs.

11.2 The Supplier will ensure that Customers' personal choice and wishes regarding who they would like to provide their personal care are taken into account and given priority wherever possible and that intimate personal care tasks should be provided by suitably matched staff in terms of any cultural sensitivities and gender.

12. **MEETING HEALTH NEEDS**

12.1 In relation to both Residential Care and Short Break Services, the Supplier shall:

- 12.1.1 have clear procedures in accordance with the Mental Capacity Act 2005 to assess individual capacity, to support Customers with decision making and to obtain valid consent and shall ensure that these procedures are monitored and reviewed;
- 12.1.2 assist Customers to meet their health needs through:
 - (a) the provision of nutritious meals and drinks to meet dietary needs and individual preferences;
 - (b) supporting access to primary and specialist health services as identified in assessments and the Customer's Person Centred Plan;
 - (c) providing Advocacy to support Customers to access the health care they require;
 - (d) enabling Customers to have an annual health check with their general practitioner that results in a Health Action Plan detailing health improvement actions for the next year;
 - (e) identifying the barriers that make it difficult for a Customer to access health services such as the availability of family, Carers or Supplier Personnel who know the Customer well, specific anxieties and phobias and setting out the actions needed to overcome such barriers in the Customer's Person Centred Plan;
 - (f) identifying and documenting the reasonable adjustments needed by Customers to access healthcare and record the same in the Customer's Person Centred Plans and Hospital Passports;
 - (g) providing Customers with one-to-one support where required and agreed by the Authority or Referrer in order to support access to medical appointments;

- (h) ensuring that specialist health assessments are sought when required and that any treatments or therapeutic programmes are implemented as directed; and
 - (i) supporting access to formal Advocacy Services, including Independent Mental Capacity Advocates, as required under the Mental Capacity Act 2005.
- 12.1.3 support Customers to manage their own health conditions where appropriate, including through the provision of telecare, aids, adaptations and mobility aids to promote independence;
- 12.1.4 ensure that it has an adequate supply of equipment and medical devices to meet the health and physical needs of all Customers at all times and that such equipment is safe and that Supplier Personnel are trained in its proper use;
- 12.1.5 where Customers have additional health needs and require specialist health assessment and advice ensure that they actively implement any specialist health recommendations into the Customer's Person Centred Plan.
- 12.1.6 not carry out any tasks which constitute nursing care, which is the responsibility of the National Health Service, save where this is part of a Customer's regular care routine and appropriate training has been delivered to key Supplier Personnel by suitable professionals, as advised in the joint Authority and Somerset Partnership NHS Foundation Trust's Clinical Tasks and Medicines Policy, in which case this will be provided within the standard charge for the Service as set out in Schedule 7.1 Charges and Invoicing.
- 12.1.7 provide any health care tasks as ancillary and incidental to the provision of the Residential Care and Short Break Services as directed by the NHS Continuing Health Care (CHC) National Framework; and
- 12.1.8 where a Customer's health needs become their primary needs make a request to the local Continuing Health Care Team for National Health Service Continuing Health Care Funding.
- 12.2 In relation to Residential Care Services the Supplier shall:
 - 12.2.1 provide support to access all routine medical appointments such as chiropodists dentists and physiotherapists to meet the needs of the Customer where required and include the same within the standard charge for the Service as set out in Schedule 7.1 Charges and Invoicing;
 - 12.2.2 ensure that Customers are supported to attend any emergency appointments and have access to medical attention when required;
 - 12.2.3 liaise with the Authority or the Referrer and the Hospital Learning Disability Liaison Nurse for Musgrove Park Hospital and Yeovil District Hospital prior to any outpatient appointments and hospital admissions in order to facilitate Person Centred Planning and the provision of reasonable adjustments to access the required National Health Service services;
 - 12.2.4 where a Customer lacks capacity, consult with their family and/or Representative in relation to any such appointments;
 - 12.2.5 where a Customer is admitted to hospital ensure that the Authority or the Referrer, the Customer's family and/or alternative persons of equivalent status are informed in a timely fashion; and
 - 12.2.6 if requested to do so by the Authority or the Referrer, and appropriate to the particular needs of the Customer, provide support to Customers within hospital settings, including

admissions making reference to the Musgrove Park Hospital Learning Disability Policy 2013 and the Yeovil District Hospital Learning Disability Protocol 2014.

- 12.3 In relation to Short Breaks Services the Supplier shall only support routine medical appointments where this is agreed with the Authority or the Referrer in advance of the stay commencing, which should ideally be at the time of booking and will ensure that Customers are able to attend any emergency appointments and have access to medical attention, when required; liaising with families and the Authority and/or an organisation authorised to act on its behalf.

13. INVOLVEMENT IN ACTIVITIES

- 13.1 In relation to both Residential Care and Short Break Services, the Supplier shall:

13.1.1 ensure that they are aware of local community resources, activities and events in order to support Customers' access and involvement in the community;

13.1.2 enable Customers to access community activities on an individual or small group basis as set out in the Person Centred Plan, such as:

- (a) sporting activities;
- (b) musical and other cultural events;
- (c) shopping and leisure activities;
- (d) engagement with learning, voluntary and employment opportunities;
- (e) support to attend other activities already planned and provided by other agencies;
- (f) drinks and meals out;
- (g) social events; and
- (h) religious events or occasions.

13.1.3 ensure that any costs of activities are agreed by the Customer, their Carer or Representative as appropriate at the time of the original placement and that payment for additional activities outside of the original agreement is negotiated separately at subsequent Reviews;

13.1.4 where Customers use public transport independently to attend an on-going activity, ensure that they are encouraged to continue doing so once they have learnt any new routes that apply where a change of location occurs;

13.1.5 ensure that, where appropriate and when included in their Person Centred Plan, Customers are supported to develop public transport skills;

13.1.6 ensure that the responsibility for and method of payment for the cost of both public transport and that provided by the Supplier is agreed on an individual basis by the Customer or their Representative as appropriate, the Authority or Referrer and the Supplier.

- 13.2 In relation to Short Breaks Services the Supplier shall:

13.2.1 where requested by the Referrer some Customers receiving a Short Break, may need to continue to attend a regular activity taking place during the day. Where this is required the details of the activity and responsibility for facilitating the attendance will be provided by the Referrer and will be included in their Person Centred Plan;

13.2.2 where Customers continue attending their regular day time activity ensure that:

- (a) where Customers use public transport independently to attend on-going activities they are encouraged to continue doing so, where possible, once they have learnt any new routes that apply in a change of location;
- (b) where Customers use specific transport related to the day time activity this arrangement continues wherever practicable, or if it is not practicable an alternative arrangement is agreed with the Authority or the Referrer;
- (c) where a Customer's family provides transport to and from their placement centre any informal transportation arrangements currently provided by the family are provided as part of core costs;
- (d) any day activity providers are notified of the names of Customers receiving a Short Break and are advised of those who will require transport;
- (e) funding for any additional support for the Customer to access day and leisure activities is agreed with the Authority or the Referrer if the Customer does not already attend such activities and this support is provided directly or through an alternative day opportunity as agreed in the Customer's Person Centred Plan;
- (f) where a Customer has an Assessed Need for support with transport this is discussed and agreed by the Supplier and the Authority or Referrer; and
- (g) the aims of the Service and the Outcomes are taken into account in considering the best way to provide transport to meet individual Customers' needs.

14. **MANAGING CUSTOMER FINANCES**

14.1 In relation to both Residential Care and Short Break Services, the Supplier shall:

- 14.1.1 define the Supplier's Personnel's role in supporting an individual to manage their personal finances in the relevant Customer's Person Centred Plan; and
- 14.1.2 ensure that any misuse or loss of a Customer's money, benefit books, cards, property, or breakage of property is immediately reported to the Carer and/or the Customer's Representative and the Authority or Referrer and in the event that a member of the Supplier's Personnel is found, following investigation by the Supplier, to be responsible for any loss or damage, shall reimburse the Customer.

14.2 In relation to Residential Care Services the Supplier shall:

- 14.2.1 demonstrate that Customers retain their weekly Personal Expenses Allowance (PEA), and shall account to the Customer, their Representative and the Authority accordingly; and
- 14.2.2 not require or put pressure on any Customer to spend their PEA in particular ways and will not ask Customers to spend their PEA on items and/or services for communal use, aspects of board, lodgings and care that have been contracted for by the Authority and/or assessed as necessary to meet their Assessed Needs by the Authority and/or the NHS, for example, transport, continence wear, additional one-to-one support and chiropody (which list is not intended to be exhaustive and written guidance must be sought by the Supplier if there is any doubt).

15. **TRAINING**

15.1 The Supplier will ensure that all Supplier Personnel are trained to meet the needs of the Customers to whom they provide support and the requirements of the CQC (including and specific training

relating to CQC standards), through induction, mandatory and specialist training including, but not limited to:

- 15.1.1 introduction to learning disabilities;
- 15.1.2 safeguarding vulnerable adults and multi-agency procedures, including:
 - (a) recognising and reporting abuse and what to do if there is an incident or if abuse is identified;
 - (b) serious incident recording and reporting; and
 - (c) whistle blowing;
- 15.1.3 professional boundaries;
- 15.1.4 the death of a Customer;
- 15.1.5 missing persons;
- 15.1.6 Positive Behaviour Support plans and Restrictive Interventions;
- 15.1.7 deprivation of liberties;
- 15.1.8 meeting Customer's communication needs;
- 15.1.9 human rights;
- 15.1.10 dignity in care;
- 15.1.11 personalisation and Person Centred Planning;
- 15.1.12 the Mental Capacity Act 2005;
- 15.1.13 building and maintaining Customer's skills;
- 15.1.14 facilitating community inclusion;
- 15.1.15 postural management;
- 15.1.16 risk assessment;
- 15.1.17 food hygiene, basic food preparation and healthy meals;
- 15.1.18 nutrition and dysphagia;
- 15.1.19 health and safety, including manual handling;
- 15.1.20 first aid;
- 15.1.21 fire safety;
- 15.1.22 medicines and clinical tasks;
- 15.1.23 infection control;
- 15.1.24 managing long term conditions including:
 - (a) epilepsy;

(b) dementia; and

(c) sensory loss;

15.1.25 end of life care;

15.1.26 bereavement and loss;

15.1.27 equalities and diversity; and

15.1.28 the Data Protection Act.

15.2 The Supplier shall keep records of all Supplier Personnel training in line with CQC requirements and shall produce an annual training plan detailing new and on-going training requirements and how these will be met in order to promote service quality and development.