

SCHEDULE 2.1

SPECIFICATIONS

PART 1

GENERIC SPECIFICATION

1. GENERAL

- 1.1 This Part of this Schedule sets out common standards and common Services which the Supplier is required to comply with and deliver in the provision of all Individual Services.
- 1.2 The requirements set out in this Part 1 of Schedule 2.1 are in addition to the requirements of the relevant Part of this Schedule dealing specifically with each of the Individual Services. If any of the requirements set out in this Part 1 of Schedule 2.1 are exceeded by a requirement set out any other Part of Schedule 2.1, the higher standard of requirement shall take precedence.
- 1.3 This Schedule should be read in conjunction with the Clinical Tasks and Medicines Policy and the specifications for Individual Services which may be updated from time to time.
- 1.4 The Supplier shall provide to the Authority on request evidence of the Necessary Consents including for the avoidance of doubt evidence of its registration with the Care Quality Commission and shall retain and, on request, provide to the Authority in such form as the Authority shall reasonably require, any advice or guidance received from CQC.
- 1.5 This Schedule reflects national policy advice and guidance as at the Effective Date and, at the Authority's request, shall be updated from time to time to reflect any updates to such policy advice and guidance using the Change Control Procedure.
- 1.6 All policies, procedures, strategies, plans and other documentation developed, created or maintained under or in relation to the terms of this Schedule shall be Deliverable Materials and shall be made available to the Authority on demand and in such form as the Authority may reasonably require.

2. OUTCOMES

- 2.1 The Supplier shall endeavour to achieve the Generic Outcomes for Customers.
- 2.2 The Supplier shall not do anything in respect of the design or delivery of the Services or in relation to any Customer which obstructs or makes more unlikely the achievement of the Generic Outcomes or of the Individual Outcomes.

3. QUALITY STANDARDS

- 3.1 The Supplier shall ensure that:
 - 3.1.1 Customers are treated with respect at all times.
 - 3.1.2 Customers are supported as individuals with their own likes and dislikes.
 - 3.1.3 Customers are supported to understand:
 - (a) how their services work;
 - (b) how to make changes if they wish to;
 - (c) what the limitations of the services they receive are; and

(d) how much the services they receive or wish to receive cost.

- 3.1.4 The individual strengths and needs of each Customer are understood by all Supplier Personnel and are actively built on to help them progress and maximise their independence.
- 3.1.5 Customers are communicated with using methods appropriate to them so that their choices and preferences are understood by the Supplier and the Supplier's employees and contractors and are acted upon by the Supplier, their employees and contractors.
- 3.1.6 A person-centred approach is taken to the planning and delivery of services that supports Customers to develop their lives and interests in the way that they want to.
- 3.1.7 Customers, their family Carers and advocates are listened to by Supplier Personnel and responded to in a timely and respectful way.
- 3.1.8 Services are able to show Customers how they have involved them in monitoring service quality and the changes they have made as a result of what they have said.
- 3.1.9 Services tell Customers about the results of all Care Quality Commission inspections and what they propose to do about any changes that the inspector has said must be made.
- 3.1.10 Services are able to show Customers that they are responsive to comments and prepared to learn from both compliments and complaints to improve everyone's services.
- 3.1.11 Services avoid unnecessary changes of Supplier Personnel so that Customers experience continuity of support from the Supplier Personnel that they feel comfortable and safe with, as far as is practicable.
- 3.1.12 Services have effective and efficient processes for management and governance.
- 3.1.13 Services can show how they have learnt from other services to make successful improvements.
- 3.1.14 It measures and assesses Customer satisfaction and responds proportionately and appropriately to it.

3.2 The Supplier shall uphold the requirements and provisions of the following Charters:

- 3.2.1 the Personalised Care and Support Charter;
- 3.2.2 the Health Charter for Social Care Suppliers; and
- 3.2.3 the Challenging Behaviour Charter.

4. **SCOPE**

4.1 The Services will be provided to Customers who:

- 4.1.1 are aged 18 years and over;
- 4.1.2 are Ordinarily Resident in Somerset; and
- 4.1.3 have been assessed as having care and/or support needs that meet the National Minimum Eligibility Threshold as determined by the Authority and/or an organisation authorised to act on its behalf under the 2014 Act and notified to the Supplier from time to time.

- 4.2 The Supplier shall not offer or provide any additional services to Customers that could reasonably be considered likely to undermine the Generic Outcomes or any Individual Outcomes that a Customer is working towards and/or the requirements of this or any of the Specifications for Individual Services.
- 4.3 Notwithstanding Paragraph 4.1.2 of this Part of this Schedule the Supplier may provide services to Customers who are not Ordinarily Resident in Somerset where the Authority agrees to the provision in writing (and the Supplier acknowledges that such provision may be subject to such additional requirements as the Authority may reasonably specify).
- 4.4 The Supplier shall not enter into any arrangement that will result in any Customer becoming Ordinarily Resident in Somerset without the prior written agreement of the Authority.

5. COMMISSIONING FOR QUALITY

- 5.1 The Supplier shall ensure that Services are registered with the CQC where Personal Care is provided. Where a Service is regulated by the CQC the Supplier shall comply with all CQC requirements prevailing at the time the Service is delivered and insofar as these are applicable to the Service at all times.
- 5.2 The Supplier will recruit sufficient Supplier Personnel to provide the Services to the Customers based on competencies and values which are tested and evidenced throughout the Supplier's recruitment and induction processes.
- 5.3 The Supplier shall ensure that sufficient staffing is maintained at all times to provide the Services to the Customers, with minimised use of agency staff, save where the Authority is notified that the Supplier's Business Continuity Plan has been activated.
- 5.4 The Supplier shall ensure that all Supplier Personnel have the appropriate qualifications, skills and experience, consistent with the requirements for the delivery of the Services as set out in this Schedule, and continuously developed to reflect best practice.
- 5.5 The Supplier shall ensure that all Supplier Personnel have a good understanding of the needs and preferences of the Customers they are supporting.
- 5.6 Without prejudice to its obligations under Clause 37 (Compliance), the Supplier shall put in place appropriate policies and procedures to ensure that it is compliant with the Human Rights Act 1998 and the Equality Act 2010 and shall supply copies of such policies to the Authority on request.
- 5.7 The Supplier shall comply with the Authority's Quality Framework and Quality Policy for Care and Support and associated processes as provided to the Supplier from time to time, in addition to the requirements stated within this Schedule.
- 5.8 The Supplier shall ensure that any Regulatory Body or other organisation lawfully permitted to review service quality, including those commissioned to do so on the Authority's behalf, shall be given every support by the Supplier Personnel to talk to Customers individually about the Services they receive as well as to the Supplier Personnel and the Sub-contractors.

6. ASSESSMENT AND REFERRAL

- 6.1 All Customers will have received an Assessment under the 2014 Act prior to Referral to the Supplier. Following completion of the Assessment a Care and Support Plan will be prepared by the Authority or the Referrer.
- 6.2 The Authority or the Referrer will share the Assessment and relevant sections of the Care and Support Plan with the Supplier within 5 Working Days of the Referral of any Customer to the Supplier subject to any extension to this period granted by the Authority in writing and at the Authority's sole discretion in consultation with the Customer and/or family Carers and/or an Independent Advocate.

- 6.3 The Authority or the Referrer will provide a purchase order before the Supplier engages with the Customer. In the event of an emergency arrangement initial authorisation to engage with the Customer and begin delivering Service may be given to the Supplier by an Authorised Manager of the Authority or the Referrer such initial authorisation to be followed as soon as is practicable by a purchase order.
- 6.4 The Supplier shall carry out its own assessment with the Customer to aid its planning of the delivery of care and/or support, proportionate to the type of Service being considered.
- 6.5 The Supplier's assessment shall be conducted before the delivery of Services for that Customer commences and must be completed to a timescale that meets the Customer's needs and the urgency of the Service commencing.
- 6.6 On the basis of the Supplier's assessment the Supplier will provide full details of the cost of the proposed care and/or support package to include a detailed breakdown of all Charges to be levied in relation to the relevant Customer in accordance with Schedule 7.1 (Charges and Invoicing).
- 6.7 The Supplier will inform the Customer and Referrer when the Supplier's assessment has been completed.
- 6.8 Any conditions set by the Supplier will be explained to the Customer, with the support of a Representative and/or an Independent Advocate, before the start of Service delivery and will be made available in an accessible manner such that the Customer can understand them.
- 6.9 Neither the Authority, nor the Referrer nor the Supplier shall require the Customer to enter into any agreement where he or she does not have Capacity.
- 6.10 **Customer contributions**
 - 6.10.1 Customers in receipt of the assessed social care will be financially assessed by the Authority's FAB team. Dependent on the outcome of the financial assessment the Customer may be required to pay a contribution towards the cost of their assessed care package.
 - 6.10.2 The Authority will notify the Supplier with an Understanding You E2: Personal budget breakdown, provider copy which will state the normal weekly amount to be collected from each Customer.
 - 6.10.3 Customer contributions will be reviewed when the Customer notifies a change in personal circumstances, or where there is a permanent change in the level of their care. The Authority will notify the Supplier of any new charge and the date from which it will apply. In the event of a reduction in contribution the Authority will discuss arrangements for refunding any overpayment with the Supplier.
 - 6.10.4 The Supplier is responsible for designing and implementing an efficient system for collection of contributions. The Authority recommends that the Supplier set up a direct debit with the Customers for the collection of contributions.
 - 6.10.5 A receipt must be issued to the Customer by the Supplier at the time of collection of contributions.
 - 6.10.6 **Non Payment of Customer contributions**
 - (a) This procedure covers Customers who have been assessed and are required to make a contribution towards the services they receive.
 - (b) Whenever a Customer refuses to pay the Supplier or there is a potential problem over the collection of contributions, the Authority's local finance team must be notified immediately.

- (c) The Supplier will make every reasonable effort to ensure that Customers' contributions are collected regularly and promptly. The following steps should be taken if a Customer does not pay his or her contribution at the end of a payment period:
 - (i) alert the Authority's local finance team in writing of the amount due and any action taken;
 - (ii) if the payment is still not received by the end of the next four week payment period, the Authority's local finance team must be notified by the Supplier, in writing, stating the reason for the non-collection. The following information should be provided: Person ID, Name, Amount of arrears, period the debt relates to and action the Supplier has taken to recover the debt;
 - (iii) the Supplier must continue to make efforts to collect the contribution during the next payment period, and be able to demonstrate that such steps have been taken; and
 - (iv) if payment remains due after steps (i), (ii) and (iii) have been followed, the outstanding amount and dates of non-payment must be invoiced separately to the Authority's local finance team by the third payment period after the first point of notifying that office.
- (d) Where a debt has accrued and proves difficult to recover and is invoiced to the Authority's local finance team as in above, evidence will be required to confirm the debt is properly due. The Supplier shall maintain records of payments and non-payments which must be made available on request to authorised Authority staff.
- (e) Once the outstanding debt has been invoiced to the Authority, the Supplier need make no further effort to collect the debt as the Authority will assume this responsibility.
- (f) The Supplier will be advised by the Authority's local finance team of continuing arrangements for collection of the charge.

7. TRAINING

- 7.1 The Supplier shall not allow any Supplier Personnel to deliver any Services to any Customer without supervision unless that member of Supplier Personnel has completed a Care Certificate or, subject to Paragraph 7.2, if changing roles within the Supplier organisation participated in the Common Induction Standards and been confirmed as competent to deliver the Services by the Supplier.
- 7.2 In addition to Paragraph 7.1 above the Supplier shall ensure that all Supplier Personnel receive:
 - 7.2.1 a thorough, supervised, induction to the specific Service that they are employed within;
 - 7.2.2 any specific training required to meet the individual needs of the Customers they are supporting; and
 - 7.2.3 any additional training detailed in the relevant Individual Service they are employed within.
- 7.3 Where relevant to the type of training being delivered, Customers and family Carers will be involved in the delivery of training.
- 7.4 All training will be refreshed at intervals appropriate to the type of training that has been undertaken and/or to reflect any changes in Law or in policy or guidance.

- 7.5 The Supplier shall supply to the Authority evidence of regular (being not less than annual) and appropriate monitoring of the training activity to ensure that it is of high quality and outcomes required of it are being met.

8. PERSON CENTRED PLANNING

- 8.1 The Supplier shall ensure that all Services are subject to Person Centred Planning.
- 8.2 The Supplier shall develop and maintain its own detailed Person Centred Plan for each Customer based upon and taking account of:
- 8.2.1 the Customer's wishes and preferences;
 - 8.2.2 if the Customer gives their consent, contributions from family Carers;
 - 8.2.3 the Authority's or the Referrer's Assessment;
 - 8.2.4 the Care and Support Plan; and
 - 8.2.5 the Supplier's own assessment as referred to in Paragraph 6.4 above.
- 8.3 The Supplier shall ensure that the Customer is involved, to the maximum extent possible, in the design and delivery of their Person Centred Plan and that his or her views are known, understood and taken into account.
- 8.4 The Person Centred Plan will clearly and comprehensively state how the Supplier will deliver the care and/or support to meet the Customer's needs.
- 8.5 Unless otherwise agreed with the Authority or the Referrer, the Person Centred Plan will be provided in an accessible format that meets the Customer's communication needs.
- 8.6 The Supplier will monitor the Customer's care and/or support, ensuring that their views and those of Carers, Representatives, Independent Advocates and the Authority or the Referrer are taken into account and form part of every Review.
- 8.7 The Person Centred Plan will be reviewed at least annually by the Supplier and updated as necessary.
- 8.8 Provided that the Customer gives consent, the Supplier shall consult and work with the Customer's family, or anyone else the Customer wishes to be so consulted and involved, in the development and delivery of the Customer's Person Centred Plan.

9. REVIEW

- 9.1 A Review of the Customer's care, his or her needs and Individual Outcomes, the Care and Support Plan and the Person Centred Plan for each Customer shall be carried out by the Authority or the Referrer and the Supplier acting together as required, but in any event not less than once in every 12 months.
- 9.2 Unless otherwise agreed between the Parties the Review will be initiated and led by the Authority or the Referrer.
- 9.3 The Supplier shall give to the Authority or the Referrer (as the case may be) all reasonable assistance in co-ordinating Review meetings in order to ensure that all contributing parties are able to do so.
- 9.4 The Review will be carried out in a way that maximises the involvement of the Customer, with support from Carers and/or an Independent Advocate as appropriate.

- 9.5 The Review will, where applicable, include a Best Interest Assessment.
- 9.6 The Customer, the Supplier, the Authority or the Referrer can request a Review at any time.
- 9.7 If a Customer's care and/or support needs significantly change the Supplier shall request a Review immediately and in any event within not more than 2 Working Days of the Supplier becoming aware of the change.
- 9.8 Following a Review, if the Customer is assessed by the Authority or the Referrer as requiring additional Services which are to be provided by the Supplier and which will attract additional Charges, the Supplier shall apply to the Authority for the relevant additional funding and shall not begin delivering any such additional Services prior to receipt of a corresponding purchase order from the Authority or the Referrer.
- 9.9 In advance of the Review the Supplier shall complete and supply to the Customer and the Authority or the Referrer (as the case may be) a Review Report to support the Review, which must be in a format that permits the Customer to be involved in the process (including through the use of photographs, video clips and such other media as are appropriate to the Customer's needs).
- 9.10 The Review Report shall include as a minimum:
 - 9.10.1 feedback from the Customer on the Service her or she is receiving;
 - 9.10.2 a record of progress towards the Individual Outcomes identified at the Review prior to the one referred to in the Review Report;
 - 9.10.3 details of any such Individual Outcomes not achieved as at the date of the Review Report and the Supplier's comments on why those outcomes have not been achieved; and
 - 9.10.4 proposed new and/or continuing Individual Outcomes.
- 9.11 Following the Review the Authority or the Referrer (as the case may be) shall update the Care and Support Plan and the Supplier shall update the Person Centred Plan both in accordance with the Review Report.

10. PROVIDING INFORMATION

- 10.1 The Supplier shall ensure that all information about the Services is accurate, easy to understand, free from jargon and available in a variety of different formats, including appropriate software and technology, DVD, CD, large print, drawings or symbols, to suit individual Customers' needs.
- 10.2 The Supplier shall engage actively with each Customer to ensure that information about the Service is provided in a format which meets that Customer's needs and will refer to specialist Learning Disability Speech and Language Services as required.
- 10.3 The Supplier will ensure that all Supplier Personnel working with people who have sensory impairments or communication needs are trained in the use of the relevant alternative communication methods including but not limited to Somerset Total Communication, British Sign Language and Makaton and are able to provide materials in accessible formats.

11. CARE OF PEOPLE WHO ARE DYING

- 11.1 Where applicable to the Service being provided, the Supplier shall produce and maintain a written policy and procedures relating to caring for Customers who are dying, the principles and best practice for palliative care and the action that should be taken in the event of a Customer's death. These policies and procedures must include linking with appropriate health professionals including all relevant National Health Service services regarding palliative care and end of life planning.

- 11.2 The Supplier shall ensure that all Supplier Personnel who support a Customer who is dying are familiar with the policy and procedures referred to at Paragraph 11.1 above and have received appropriate training in those policies and procedures.
- 11.3 Where applicable to the Service being provided, the Supplier shall provide care and/or support that enables Customers to remain in their own home at the end of their life, as detailed in their Care and Support Plan, through their Person Centred Plan. This may include:
- 11.3.1 enabling the Customer to write an End of Life Plan with support from their Representative and/or an Independent Advocate as appropriate;
 - 11.3.2 ensuring that a Customer who is dying is not left alone, if that is their choice, and that, where appropriate, members of Supplier Personnel support families who have a dying relative, along with other Customers and fellow Supplier Personnel at this time;
 - 11.3.3 ensuring that Supplier Personnel use a person-centred approach to palliative care, including physiological, psycho-social and spiritual care, focused on the Customer's wishes and quality of life remaining to the Customer whilst, where appropriate, supporting family and those close to them, before and after the Customer's death;
 - 11.3.4 enabling the Customer's family, friends, and other Customers to spend as much time with the dying person, and to participate in their care, according to the Customer's wishes;
 - 11.3.5 ensuring that Supplier Personnel consult with the Customer and their family over any religious, ethical or cultural customs they wish to be observed during palliative care and after death and if the Customer is aware they are dying, seeking their views on the nature of their palliative care and acting upon those views so far as is practicable;
 - 11.3.6 ensuring continuity of care and/or support if medical advice indicates that hospitalisation is the best course of action to manage pain and suffering; and
 - 11.3.7 where stated in the End of Life Plan, supporting Customers to plan funeral arrangements, ensuring their wishes are carried out after their death.
12. **INCIDENT, ACCIDENT AND NEAR MISS REPORTING**
- 12.1 The Supplier shall put in place and maintain appropriate and proportionate written policies for the recording and reporting to the Authority or the Referrer of all accidents involving Customers, Incidents, safeguarding alerts and near misses, including medication errors involving Customers.
- 12.2 The Supplier shall inform the Authority and, where the Service is a regulated service, the CQC, immediately if there are any incidents that necessitate the involvement of the Health and Safety Executive under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- 12.3 The Supplier shall report to the Authority or the Referrer any accident, incident or near miss which could be reasonably expected to have an effect on the Assessed Needs, general welfare or well-being of a Customer immediately, or as soon as the potential effect becomes known to the Supplier (whichever is sooner).
- 12.4 In making a report under Paragraph 12.3 above, the Supplier must use appropriate documentation and must set out in such documentation the actions taken to respond to the relevant effect, including any specific requests being made of the Authority, as well as any specific actions proposed by the Supplier.
13. **MEDICATION AND CLINICAL TASKS**
- 13.1 The Supplier shall produce and maintain clear and comprehensive medicines and clinical tasks policies that are understood and followed by all Supplier Personnel. The Supplier shall ensure that

all Supplier Personnel who administer medication have the appropriate knowledge and training to do so safely and competently.

- 13.2 The Supplier shall ensure that overall responsibility for the retention and taking of medication by individual Customers is agreed between the Customer and/or their Representative, the Supplier and the general practitioner and shall wherever possible ensure that Customers are supported to manage their own medication regime, including:

- 13.2.1 ordering/reordering/disposal;
- 13.2.2 safe storage;
- 13.2.3 administration; and
- 13.2.4 making and attending medication monitoring appointments.

- 13.3 The Supplier's medication policy shall, as a minimum:

- 13.3.1 be compliant with all CQC requirements if the service is regulated by the CQC;
- 13.3.2 include all standards which Supplier Personnel providing support will adhere to if the service is not regulated by the CQC;
- 13.3.3 include minimum standards for the recording and labelling of each Customer's medication, which shall enable all information relevant to the administering of the medication to be easily identified;
- 13.3.4 include appropriate processes for identifying and meeting the storage requirements of the medication; and
- 13.3.5 include robust processes for the identification and reporting of any inappropriately stored, missed or erroneously administered medication as well as any action that must be taken immediately upon the Supplier becoming aware of any such event.

14. **TRANSPORT**

- 14.1 The Customer will be responsible for meeting the cost of both public transport and any that is provided by the Supplier and/or volunteers unless such transport:

- 14.1.1 has been assessed as an eligible need by the Authority and included in the Customer's Care and Support Plan;
- 14.1.2 has been included on the purchase order for the Service and charged at the rate shown in Schedule 7.1 (Charges and Invoicing) for the Service; and
- 14.1.3 directly relates to an activity taking place to meet a Customer's Individual Outcomes as identified in the Care and Support Plan or the Person Centred Plan for that Customer.

This includes any flat-rate contributions for transport to other services commissioned by the Authority from the Supplier (whether under this contract or otherwise) and/or any other supplier.

- 14.2 Where appropriate, and included in their Person Centred Plan, the Supplier shall support Customers to develop public transport skills to travel to and/or from the Service and activities in the community.
- 14.3 Where the Supplier is asked to provide a package of care and/or support that includes transport that it directly provides, or to arrange for another organisation to provide it as a Sub-contractor the Supplier shall adhere to the following requirements:

- 14.3.1 where transport is provided by the Supplier and/or its Supplier Personnel using their personal vehicles and charged to the Customer, mileage will be charged at no more than the current HMRC allowance and the Supplier shall clearly document the charge to the Customer in a way that he or she can understand in terms of both the charge itself and the impact it has on his or her disposable income and ensure that the Customer has made an informed and independent choice to incur such charge prior to its being incurred;
- 14.3.2 when providing and/or arranging transport the Supplier must carry out appropriate and proportionate risk assessments;
- 14.3.3 where the Supplier directly provides transport for a Customer, both the drivers and vehicles must comply with all legal requirements and be adequately insured for the purpose including where Supplier Personnel use their own vehicles in connection with their employment; and
- 14.3.4 where the Customer is assessed as requiring travelling escorts these will be appropriately trained to provide any necessary care and support to the Customer being transported.

15. **CHOICE AND DECISION MAKING**

- 15.1 The Supplier shall develop, maintain and regularly review appropriate processes, guidance and training to ensure compliance with the Mental Capacity Act 2005, the five statutory principles set out in that Act and the Deprivation of Liberty Safeguards.

16. **POWER OF ATTORNEY/COURT OF PROTECTION**

- 16.1 The Supplier shall ensure that managers and Supplier Personnel are made aware of, and instructed to respond accordingly where choices and decisions are required for Customers who are subject to the Court of Protection or whose family members hold Power of Attorney as recorded in the Customer's Person Centred Plan.

17. **RELATIONSHIPS**

- 17.1 The Supplier shall support Customers who wish to have, or are in, a relationship only where those Customers have the capacity to understand and make the decision to do so.
- 17.2 Subject to Paragraph 17.1 and provided the Customer gives permission, the Supplier shall support Customers to discuss their needs with the Authority or the Referrer and ensure that they:
 - 17.2.1 are offered relevant relationship information in a format that they can understand;
 - 17.2.2 have opportunities to meet other people;
 - 17.2.3 have opportunities to meet as a couple;
 - 17.2.4 are supported to further a relationship into engagement, marriage, living together or other status if they wish; and
 - 17.2.5 are provided with professional advice and guidance about relationships and sexual health, where appropriate.

18. **POSITIVE RISK MANAGEMENT**

- 18.1 The Supplier shall promote a culture of positive risk management which includes responsible, supported, decision-making and positive risk taking to support each Customer's independence.
- 18.2 The Supplier acknowledges that, in the right circumstances, risk can be beneficial, balancing necessary levels of protection with preserving reasonable levels of individual choice, control, independence and adventure.

- 18.3 The Supplier shall ensure that a risk management strategy is in place that will ensure that appropriate and proportionate risk assessments are conducted on the activities and tasks being carried out by Customers and Supplier Personnel, and that such assessments are reviewed at regular intervals.
- 18.4 The Supplier shall take account of information contained in the Customer's Care and Support Plan in relation to what makes the Customer feel safe and supported and/or when the Customer may feel unsafe to inform the risk management strategy for the Customer and shall include this risk management strategy as part of the Customer's Person Centred Plan.
- 18.5 The Supplier shall include in the Customer's Person Centred Plan details of any contingency planning required at times when a Customer's needs are known to be variable and fluctuate over time.
- 18.6 The Supplier shall not reduce a Customer's independence by requiring Customers who are able to access the community independently to do so with Supplier Personnel, or by requiring that Supplier Personnel attend activities where the activity Supplier's staffing is sufficient to meet the needs of the Customer.
- 18.7 The Supplier shall make full use of mobile technology as appropriate to promote positive risk taking by Supplier Personnel and ensure that staffing levels are commensurate with the Customers' actual needs rather than addressing risks that have low likelihood of occurring or which can be mitigated in other ways.
19. **POSITIVE BEHAVIOURAL SUPPORT**
- 19.1 The Supplier will use the PBS Framework to support Customers with Behaviour that Challenges Services.
- 19.2 The Supplier shall seek guidance and/or support as required on the PBS Framework from the Authority and/or an organisation authorised to advise on its behalf prior to using any positive behavioural and/or restrictive intervention techniques (as referred to at Paragraph 20) including making Referrals as appropriate and, in consultation with the Authority or the Referrer, to specialist health teams including, but not limited to, psychiatry, psychology, speech and language and occupational therapy.
- 19.3 The Supplier shall develop, maintain and regularly review appropriate processes, guidance and training to ensure compliance with Department of Health Guidance on the use of the PBS Framework and Restrictive Interventions.
- 19.4 The Supplier shall:
- 19.4.1 ensure that behaviour support is based on a holistic assessment (incorporating functional assessment) of the context in which the person's behaviour occurs;
 - 19.4.2 put in place and maintain a written, individualised, Behaviour Support Plan for each Customer that includes:
 - (a) a description of the person's challenging behaviour;
 - (b) a summary of the most probable reasons underlying the person's challenging behaviour;
 - (c) proactive behaviour support strategies;
 - (d) reactive behaviour support strategies;
 - (e) arrangements for monitoring and reviewing the Behaviour Support Plan; and
 - (f) arrangements for implementing the plan.

- 19.4.3 ensure that the Behaviour Support Plan is implemented in a timely fashion and is regularly monitored, evaluated and updated as necessary to reflect the Customer's then current behaviour and needs.
- 19.4.4 ensure that the PBS Framework is implemented across the Services;
- 19.4.5 develop and maintain:
 - (a) a strategy for organisation-wide PBS; and
 - (b) a quality assurance strategy which is based upon data and a desire for organisational development and learning.
- 19.4.6 provide:
 - (a) Person Centred Care and Support and Services;
 - (b) acceptable physical environments which meet individual Customers' needs;
 - (c) an Active Support model of care; and
 - (d) well trained and supported Supplier Personnel, deployed in the right places at the right times to meet individual Customers' needs.
- 19.5 The Supplier shall ensure that any Customer who can reasonably be predicted to be at risk of being exposed to Restrictive Interventions has an up to date Behaviour Support Plan in place at all times.

20. **RESTRICTIVE INTERVENTIONS**

- 20.1 The Supplier shall deliver the Services in accordance with the following principles relating to the use of Restrictive Interventions:
 - 20.1.1 Restrictive Interventions will never be used to punish or with the intention of inflicting pain, suffering or humiliation;
 - 20.1.2 there must be a real possibility of harm to the Customer or to Supplier Personnel, the public or others if no action is undertaken;
 - 20.1.3 the nature of techniques used to restrict must be proportionate to the risk of harm and the seriousness of that harm;
 - 20.1.4 any action taken to restrict a person's freedom of movement must be the least restrictive option that will meet the need;
 - 20.1.5 any restriction should be imposed for no longer than absolutely necessary;
 - 20.1.6 what is done to people, why and with what consequences must be subject to audit and monitoring and must be open and transparent;
 - 20.1.7 Restrictive Interventions should only ever be used as a last resort; and
 - 20.1.8 the involvement of Customers, Carers and Independent Advocates is essential when reviewing plans for Restrictive Interventions.
- 20.2 The Supplier shall access guidance and support as appropriate from the Authority and/or any organisation authorised to advise in relation to Restrictive Interventions on its behalf.
- 20.3 The Supplier shall ensure that:

- 20.3.1 Supplier Personnel supporting Customers who require this form of support have the appropriate initial and updated/refresher training at timescales agreed by the Authority and/or any organisation authorised to advise on its behalf in relation to Restrictive Interventions;
- 20.3.2 appropriate and approved protective equipment to support the use of Restrictive Intervention is available for Supplier Personnel to use;
- 20.3.3 the Customer is, wherever practicable and possible, involved in developing their Restrictive Intervention Plan with support from their Carer or Independent Advocate as appropriate;
- 20.3.4 each Restrictive Intervention Plan must be approved by the Authority and/or an organisation authorised to act on its behalf prior to any Restrictive Intervention being used and must include authorisation to use specific pieces of protective equipment, where required;
- 20.3.5 the Customer's Restrictive Intervention Plan must not impact on other Customers being supported in the same environment; and
- 20.3.6 it only uses the approved forms of Restrictive Intervention that are detailed in the Customer's Restrictive Intervention Plan and any variance from the Restrictive Intervention Plan must be reported to the Authority and/or any organisation authorised to act on its behalf immediately under the Somerset Safeguarding Adults Policy.
- 20.4 In emergency situations, or where rapid changes in a Customer's behaviour requires changes to be made to their Restrictive Intervention:
 - 20.4.1 approval for changing or using additional methods of Restrictive Intervention must be obtained from the Authority and/or an organisation authorised to act on its behalf;
 - 20.4.2 all changes must comply with the Mental Capacity Act 2005 and Deprivation of Liberty Safeguards; and
 - 20.4.3 approval given under Paragraph 20.4.1 must be documented in the Customer's records and followed up by submission of a revised Restrictive Intervention Plan for approval by the Authority and/or an organisation authorised to act on its behalf.
- 20.5 The Supplier must ensure that:
 - 20.5.1 no Customer is ever deliberately restrained in a way that impacts on his or her airway, breathing or circulation;
 - 20.5.2 the mouth and/or nose of a Customer is never covered;
 - 20.5.3 Restrictive Intervention techniques do not involve pressure to the Customer's neck region, rib cage and/or abdomen; and
 - 20.5.4 there is no planned or intentional restraint of a person in a prone/face down position on any surface.
- 20.6 The Supplier shall keep a record of all occasions when any form of physical Restrictive Intervention is used including the type of intervention used.
- 21. **COMPLIMENTS AND COMPLAINTS**
- 21.1 The Supplier shall use both compliments and complaints as a valuable and welcomed source of feedback to continuously improve the Services.

- 21.2 The Supplier shall have a clear written procedure for dealing with compliments and complaints received from Customers, Carers and others in place at all times and shall provide the Authority with a copy of the same on request.
- 21.3 The Supplier shall provide all Customers with its complaints procedure in a format which is appropriate to the Customer and which he or she is able to understand including information about referring a complaint to the CQC or the Authority at any stage should the complainant wish to do so.
- 21.4 The Supplier must reassure Customers, Carers and their families that they will not be victimised for making a complaint and this will be evident in the Supplier's operational practice.
- 21.5 The Supplier will listen objectively to, and act upon, the Customer's views and concerns, encouraging discussion and action on issues raised, to seek to avoid/avert problems and Customers feeling that they need to make a formal complaint in order for their views to be heard and/or acted upon.
- 21.6 The Supplier shall use feedback from compliments and complaints to inform its practice across all of the Services.
- 21.7 The Supplier shall maintain a log of compliments and complaints setting out:
- 21.7.1 the name of the Customer, or the Service if a general comment;
 - 21.7.2 the contact details of the person giving the compliment or making the complaint;
 - 21.7.3 the nature of the compliment or complaint;
 - 21.7.4 the Supplier's response to the compliment or complaint; and
 - 21.7.5 in the case of a complaint, the level of satisfaction of the complainant to the response.
- 21.8 The Supplier must record the following complaints in the complaints log referred to at Paragraph 21.7:
- 21.8.1 allegations of suspected abuse of a Customer or Carer, as outlined in Somerset's Safeguarding Adults Policy which policy shall be used by the Supplier to guide the action it takes in response to such a complaint;
 - 21.8.2 any dissatisfaction brought to the attention of the Supplier that cannot or has not been resolved locally to the satisfaction of the complainant; and
 - 21.8.3 any situation where the complainant states, either verbally or in writing that he or she wishes to make a complaint.
- 21.9 The Supplier shall supply to the Authority, and/or any organisation or partner agency authorised to act on its behalf:
- 21.9.1 an analysis of compliments and complaints received and their outcomes for contract monitoring purposes in accordance with Schedule 2.3 (Service Levels); and
 - 21.9.2 a full and un-redacted copy of the complaint log on the Authority's request.
- 21.10 The Supplier shall provide the Authority with access to any further information it requires in relation to a complaint on request and shall provide all reasonable assistance to the Authority in dealing with any complaints received by it in relation to the Services regardless of whether those Services were delivered prior to, on or after the Services Commencement Date.

- 21.11 The Supplier must not under any circumstances seek to or take any action or fail to take any action which has the effect of artificially lowering the number or seriousness of complaints recorded in the complaints log by any means.
- 21.12 All Serious Complaints must be dealt with in accordance with the Supplier's and the Authority's complaints policies and procedures.
- 21.13 All complaints not of a serious nature must be responded to within 28 days.
- 22. SUPPORTING CUSTOMERS TO MANAGE MONEY**
- 22.1 The Supplier shall put and maintain in place appropriate policies and processes for supporting Customers to manage their own finances where this has been identified as an eligible need by the Authority or the Referrer, and shall ensure that all Supplier Personnel are made aware of and adhere to such policies and processes at all times.
- 22.2 Where a Customer has been assessed, under the Mental Capacity Act 2005, as not having the Capacity to manage their own finances and there is no family member who can do so on their behalf, the Supplier shall seek guidance from the Authority, and/or an organisation authorised to act on its behalf, to assess whether a Best Interest Assessment may be required and/or whether an application needs to be made for an appointeeship and/or to the Court of Protection and should act upon that guidance.
- 22.3 The Supplier shall ensure that all Best Interest Assessments relating to the management of a Customer's personal finances are reviewed as part of the Customer's Review.
- 22.4 The Supplier shall ensure that all guidance provided by the Authority in relation to a Customer is retained within the relevant Customer's record.
- 22.5 The Supplier shall include details of who is legally responsible for managing the finances and affairs of each Customer who has been assessed as lacking Capacity as referred to at Paragraph 22.2 in the Customer's Person Centred Plan.
- 22.6 The Supplier shall ensure that it communicates its prices for Services, including those relating to any items or services that are shared with other Customers, clearly and transparently to enable Customers, their Representatives and Referrers to make informed choices.
- 22.7 Any additional charges that are not included in the Charges including charges relating to additional facilities and/or activities that the Customer chooses to participate in, will be clearly explained to each Customer by the Supplier and must be supported by a clear invoice and receipt.
- 22.8 The Supplier and the Supplier Personnel shall under no circumstances pressure a Customer to incur expenses, including but not limited to staff expenses, expenses related to participation in individual and/or group activities and expenses relating to any items or services that are shared with other Customers.
- 22.9 The Supplier must ensure that any additional facilities and/or activities as referred to in Paragraph 22.7 do not conflict with the requirements and outcomes outlined in this Schedule 2.1.
- 22.10 The Supplier shall account to each Customer, his or her Representative or Carer, where applicable, for any of the Customer's money handled by the Supplier.
- 22.11 The Supplier must report to the Authority as a safeguarding issue any loss, misuse or breakage of a Customer's money, benefit books, bank cards or property of financial or sentimental value immediately and must follow the Authority's instructions in relation to action to be taken in respect of the loss, misuse or breakage.
- 22.12 In the event that a member of Supplier Personnel is found, following investigation by the Supplier, to be responsible for any loss and/or misuse as referred to in Paragraph 22.11, the Supplier shall reimburse the Customer for any and all resultant loss suffered by the Customer.

- 22.13 The Supplier shall report any loss or damage to the Customer's property, regardless of value, immediately to the Customer and (if the Customer gives their permission) their Representative and in the event that a member of Supplier Personnel is found, following any investigation, to be responsible for any loss or damage, the Supplier shall reimburse the Customer for any and all resultant loss suffered by the Customer.
- 22.14 The Supplier shall ensure that its policy on staff expenses includes information on who is responsible for any expenses incurred in the course of supporting Customers.
- 22.15 The Supplier and/or Supplier Personnel shall not seek reimbursement from Customers for an expense they would have incurred regardless of the delivery of the Services to the Customer. Supplier Personnel shall under no circumstances put pressure on Customers to pay for food and/or drink for them. Supplier Personnel shall only accept payments by Customers in respect of staff expenses or refreshments where the relevant Customer has been assessed as having the capacity to make such payments under the Mental Capacity Act 2005. Supplier Personnel shall record each instance of such payments in the relevant Customer's record.
- 22.16 Supplier Personnel shall under no circumstances:
- 22.16.1 accept payment or part-payment of staff expenses if the relevant Customer has been assessed as not having the Capacity to make such payments under the Mental Capacity Act 2005; or
 - 22.16.2 in respect of any Customer (regardless of assessed Capacity), request payment or part-payment of staff expenses from the Customer, place an expectation on the Customer that he or she ought to make such payment or part-payment or allow the making of such payment or part-payment by the Customer to become standard practice.
- 22.17 Where the Supplier provides support to manage the Customer's finances the Supplier shall keep records relating to the handling of each Customer's money and shall make these records available for the Authority and/or external organisation or partner agency acting on its behalf on request. Such records shall be separate, itemised and shall show all transactions in a single location, without reference to other systems.
- 22.18 The Supplier shall put appropriate processes in place to ensure that each Customer's personal finances are managed in their best interests, including through the use of systems and processes to minimise the use of cash transactions.
- 22.19 The Supplier shall ensure that details of all bank accounts managed on the Customer's behalf, and balances, are available for external scrutiny by the Authority and/or an organisation authorised to act on its behalf.
- 22.20 In respect of all Customers whose personal finances it manages, the Supplier shall arrange, at its own expense, an annual independent audit of the Customer's personal finances to provide assurance that these are being managed in the Customer's best interests.
- 22.21 The Supplier, its Supplier Personnel and Sub-contractors shall not advise on a Customer's will, act as trustee for a Customer, nor (apart from exceptional circumstances and then only with the Authority's written approval) assume Power of Attorney on behalf of Customers.
- 22.22 The Supplier shall not act as an agent for funeral directors in persuading Customers to pre-purchase a funeral service or any other form of sales/marketing.
- 22.23 The Supplier, its Supplier Personnel and Sub-contractors must not take financial advantage of their respective relationship with any Customer by selling, or promoting, the sale of goods or services to him or her, using their own personal store cards to collect points through goods purchased by the Customer, asking the Customer to pay for staff expenses or any similar practice.

23. **INFORMATION SHARING AND RETENTION**

- 23.1 The following provisions relating to Customer Data are in addition, and without prejudice, to those set out elsewhere in this Agreement including in Clauses 23 (Authority Data and Security Requirements) and 26 (Protection of Personal Data).
- 23.2 The Supplier shall develop, maintain and regularly review a dated and version controlled list of Customer Data that will be disclosed to Sub-contractors, partner organisations or employers (where Employment Support is being provided) subject to the Supplier obtaining and recording the Customer's consent and/or that of their Representative as appropriate before any such data is shared.
- 23.3 On the termination of a Customer's Service, and subject to the Supplier obtaining and recording the appropriate informed consent from the Customer and/or that of their Representative as appropriate, the Supplier shall transfer any information pertinent to the on-going delivery of care and/or support services to meet the Customer's needs, the Generic Outcomes and the Individual Outcomes to any alternative service and/or supplier that the Authority and/or an organisation authorised to act on its behalf commissions.
- 23.4 The Supplier shall require anyone with whom Customer Data has been shared to return all information, including any copies they may have made, when a Service ceases, or if initial discussions do not result in a Service being provided, and will retain a record of what was returned and when.
- 23.5 The Supplier shall develop, maintain and regularly review risk assessment processes relating to the disclosure of any information and shall only disclose information where the Supplier acting reasonably considers the disclosure essential for the delivery of the Services or other compliance with this Agreement and, in any event, where permitted to do so under the terms of this Agreement.
- 23.6 The Supplier shall keep and maintain a record of all Customer Data disclosed under this Agreement detailing:
- 23.6.1 what information was disclosed;
 - 23.6.2 who consented to its disclosure;
 - 23.6.3 when it was disclosed;
 - 23.6.4 to whom it was disclosed;
 - 23.6.5 the reason for the disclosure; and
 - 23.6.6 any other information relevant to the disclosure.
- 23.7 The Supplier shall hold all documentation related to a Service in accordance with the current version of the Appendix to this Schedule – Retention Schedule to which the Supplier will implement any changes on receipt of notification from the Authority.
- 23.8 Upon termination or expiry of this Agreement, the Supplier shall:
- 23.8.1 be responsible for the destruction of any records that have reached the end of their Retention Period and are, therefore, due for disposal;
 - 23.8.2 obtain consent from the Data Subject to transfer any current/active records relating to the commissioned activity to the new supplier or, if there is no new supplier, the Authority or any authority which has superseded it for the remainder of the Retention Period; and
 - 23.8.3 obtain consent from the Data Subject to transfer any closed/dormant records that are not yet due for disposal to the Authority, or any authority which has superseded it, for the remainder of the Retention Period.

24. **SUPPORT FROM INDEPENDENT ADVOCACY**

- 24.1 The Supplier shall put and maintain in place appropriate policies and processes for supporting Customers to access Advocacy Services.
- 24.2 The Supplier shall provide Customers with accessible information about the independent Advocacy Services that are commissioned by the Authority.
- 24.3 The Supplier shall ensure that, where required, Customers receive appropriate support to contact and access Advocacy Services in accordance with any guidance provided by the Authority or the Referrer.
- 24.4 The Supplier shall ensure that in the first instance Customers are supported to access an independent Advocacy Service commissioned by the Authority unless they make an informed choice to use an alternative independent Advocacy Service in which case the Supplier must ensure that the Customer is made aware of any potential costs to the Customer that may be involved.

25. **TERMINATION OF A CUSTOMER'S SERVICE**

25.1 **By the Supplier**

- 25.1.1 On informing the Authority of its request to terminate a Service to any Customer the Supplier must work with the Authority or the Referrer and if requested to do so assist the Authority or the Referrer in reviewing the Customer's care and/or support needs to determine whether a modification to a Customer's Care and Support Plan would enable the existing service to continue and must consider any such option in preference to terminating the Service wherever practicable.
- 25.1.2 The Supplier shall not materially change the way or, where provided in a building based environment, the location at which a Service is provided without discussion and agreement, in advance, with the Authority or the Referrer, save where the Authority is notified that the Supplier's Business Continuity Plan has been activated.

25.2 **By the Customer**

- 25.2.1 The Supplier must allow any Customer or their Representative to terminate the Service they receive from the Supplier on giving the agreed period of notice as notified to the Customer and the Authority prior to the relevant Service starting to be delivered to the Customer (or sooner by agreement) in writing to terminate the Service, except during trial periods or by mutual agreement.

25.3 **By the Authority**

- 25.3.1 The Authority may, in discussion with the Customer, their Carers, Representatives, advocates and the Supplier, make arrangements to change the type of service the Customer receives and/or the supplier of the service if the Authority believes it to be in the best interests of the Customer and/or other Customers using the Service.

25.4 **In all circumstances**

- 25.4.1 Where there is an individual agreement in place in relation to a service, for example, a Customer's individual financial agreement where they are in receipt of Residential Care, then the terminating party may terminate this agreement by giving the agreed notice in writing, or sooner by arrangement.
- 25.4.2 The Supplier shall not obstruct, in any way, and will make every effort to support the Customer's transition to an alternative service and/or supplier that the Authority and/or an organisation authorised to act on its behalf commissions for that Customer.

26. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

- 26.1 The Supplier shall put and maintain in place the Business Continuity Plan which shall be updated at least annually and in response to any change in the methods, assets, equipment and premises used by it or its sub-contractors in the delivery of the Services.
- 26.2 The Business Continuity Plan shall set out how the Supplier will ensure continuity of delivery of Service, both in terms of the availability and quality of those Services to Customers, if an event occurs which might otherwise disrupt or interrupt services. The Business Continuity Plan shall include, as a minimum:
- 26.2.1 incident monitoring, logging and processing arrangements;
 - 26.2.2 roles and responsibilities in the event of an incident;
 - 26.2.3 definition of criticality levels and priorities;
 - 26.2.4 action plans for each Service Location covering likely or possible risks to Service continuity;
 - 26.2.5 emergency contact arrangements;
 - 26.2.6 co-ordination with wider services and agencies; and
 - 26.2.7 Business Continuity Plan review, approval, training and testing provisions.
- 26.3 The Supplier shall supply to the Authority a copy of the Business Continuity Plan within 10 Working Days of any update and in any event at least once in every Contract Year and in any event within 6 weeks prior to the start of each Contract Year and in such form as the Authority shall reasonably require.