

The Service Specification

HOME AND COMMUNITY BASED SUPPORT

Lot 1 supporting people with:

- a physical disability
- organic mental health issues not requiring specific mental health provision, including dementia, anxiety, and depression
- sensory impairment
- acquired brain injury

Lot 2 supporting people with:

- a functional mental illness
- learning disabilities
- neurodiversity

Contents

1. [Definition and Interpretations within the Specification](#)
2. [Introduction and Context](#)
3. [Service to Be Commissioned](#)
4. [Referral into the Services](#)
5. [Service Set Up](#)
6. [Commissioning of Additional Services](#)
7. [Service Delivery and Supporting Service Users](#)
8. [Infection Control](#)
9. [The Mental Capacity Act](#)
10. [The Wellbeing of the Service User](#)
11. [Leadership and Management of the Service](#)
12. [Staffing Requirements](#)
13. [Provision of Support to Carers](#)
14. [Operation of the Agreement, Suspensions and Terminations](#)

Appendices

- | | |
|------------|---|
| Appendix 1 | <u>Contact Details</u> |
| Appendix 2 | <u>Bolton Quality Standards</u> |
| Appendix 3 | <u>Key Performance Indicators</u> |
| Appendix 4 | <u>The Fee</u> |
| Appendix 5 | <u>Technical Specification for Providers of Home Care Services for Electronic Care Monitoring systems</u> |

1. **Definition and Interpretations within the Specification**

The following terms shall have the following meanings in this Specification:

“Actual Time” shall mean the duration of a Visit (or Visits) carried out by a Support Worker, which is recorded using the ECM system and may vary from the Scheduled Time.

“Adult” shall mean a person aged 18 years of age or older.

“Agreement” shall have the meaning afforded to it in the main body of the Agreement.

“Brief” shall mean a document detailing additional Home and Community Support Services the Authority seeks to commission and the operation of this Service.

“Bolton Quality Standards” shall mean a set of standards defining the quality of Services to be provided. These are in addition to the Care Quality Commission’s (CQC) Fundamental standards, and are detailed in Appendix 2 to this Service Specification

“Care Assessment” shall mean the assessment undertaken by the Authority under the provisions of the Care Act 2014 to determine if an individual is eligible to receive care and support.

“Care Manager” shall mean the officer designated by the Authority who is responsible for undertaking the Care Assessment, arranging care provision and carrying out reviews of Service Users in receipt of care and support.

“Care Plan” shall mean the plan developed by the Provider to meet the Service User’s assessed eligible care needs which the Authority has identified an individual as having and which the Authority has a duty to meet with the provision of care and/or other Services which fall within the National Eligibility Criteria.

“Care Plan Agreement” (CPA) shall mean an order for any of the Services which the Authority shall send to the Provider detailing the Services to be delivered to an individual Service User.

“Care Quality Commission”(CQC) shall mean the independent regulator of health and social care in England.

“Carer” shall mean anyone, including children and Adults who look after a family member, partner or friend on a voluntary basis who needs help because of their illness, frailty, disability, a mental health problem or an addiction.

“Commissioned Time” shall mean the times which the Authority requires the Provider to deliver the Service to the Service User, which are detailed in the Care Plan Agreement, this may differ from the Actual Time or the Scheduled Time.

“Community Based Support” shall mean the Services provided outside of a Service User’s home. This may be within facilities available to the public or other facilities with restricted access.

“Continuing Health Care” (CHC) shall mean the name given to a package of care that is arranged and funded solely by the National Health Service (NHS) for individuals who are not in hospital and have been assessed as having a primary health need.

“ContrOCC” shall mean a software system for managing social care finance contracts, payments, assessments, and billing.

“Designated Week” shall mean Monday to Sunday and refers to the period when a Lead Provider is required to accept Referrals of Packages of Care from the Authority.

“Electronic Call Monitoring”(ECM) shall mean an Electronic Call Monitoring system whereby the Support Worker registers electronically on arrival and departure from the Service User’s home. This shall be done through the electronic logs into and out of a computer system that accurately records the time, length of stay and who attended the visit.

“Emergency Referral” shall mean an urgent Referral for the Services which requires a faster response compared to a standard Referral.

“Enhanced Hourly Rate” shall mean the level of additional Fee paid by the Authority to the Provider for meeting the KPIs detailed in Appendix 3.

“Framework Provider” shall mean a Provider under Lot 1 or Lot 2 which is not allocated Lead Provider status but which may be commissioned under a CPA to deliver any of the Services to a Service User where none of the Lead Providers accepts a Referral.

“Healthcare Practitioner” shall mean an individual who is qualified and authorised to provide health care services or prescribe medication in the course of their professional practice.

“Home Care Bookings Team” shall mean the team within The Authority which is responsible for sending new Packages of Care to Providers, receiving Terminations, and liaising with Providers on administration of the Services.

“Home Support” shall mean Services provided by care providers which require registration by the Care Quality Commission (CQC) under the provisions of the Health and Social Care Act 2008 (Regulated Activities).

“Integrated Discharge Team” shall mean the team which arranges the safe and timely discharge of patients from all wards at the Royal Bolton Hospital. This is an integrated service run by the Authority and the National Health Service (NHS) that includes social workers, community assessment officers, nurses, therapists and voluntary organisations who are all co-located on the hospital site.

“Intermediate Care Service” shall mean the service which helps people to stay out of hospital following deterioration in their health as well as helping support people to get back home after spending time in hospital. Their involvement is designed to be short-term in nature, usually six weeks or less. This is an integrated service run by the Authority and the NHS.

“Lot” together defined as **“Lots”** shall mean the categories in the procurement process which have been created to differentiate two types of Services.

“Lead Provider” shall mean Providers who are awarded following the Tender Lead Provider status in each Neighbourhood in Lot 1 and on a boroughwide basis in Lot 2.

“Managed Account” shall mean where the Authority purchases Services directly on behalf of the Service User.

“Manual Overrides” shall mean when the automated ECM system is overridden to adjust the data input relating to a Visit, this is done for specific reasons, with appropriate codes recorded against them.

“Medical Administration Record” shall mean a pre-printed document which records the medications taken by each Service User.

“National Eligibility Criteria” is the guidance issued by the Department of Health and Social Care which provides a framework for determining eligibility for Adult social support and subsequent review. The guidance sets out how the Authority shall carry out assessments, reviews, and how the Authority shall support individuals through these processes.

“Neighbourhood” shall mean the six geographical areas into which health and care services are aligned for delivery in the borough of Bolton.

“Occasional” shall mean a need for a service which cannot be planned into a member of Staff’s schedule or occurs at irregular or infrequent intervals.

“Package of Care” shall mean the package of care and support delivered to a Service User to meet their needs identified following a Care Assessment. It shall usually comprise a set number of Visits, with the frequency and duration agreed by the Care Manager.

“Partnership” shall mean organisations cooperating and working together to ensure best outcomes for Service Users. In this context this is not the same as a legal partnership, although it may be subject to a co-operation or operational protocol.

“Payment Period” shall mean the frequency with which the Authority shall make payments to the Provider for Services delivered, these are four [4] weekly periods.

“Payment Schedule” shall mean the schedule issued by the Authority from time to time and made available to the Provider which details the dates by which the Provider must submit financial information to the Authority, and the period of time which each invoice must cover.

“Performance Monitoring” shall mean how the Service is monitored.

“Personal Budget” shall mean the amount of funding available from the Authority to pay for a Service User’s care.

“Person Centred Care” shall mean an approach that discovers and acts on what is important to each Service User.

“Pressure Period” shall mean a period of time when there is a sustained additional demand for the Services, where the Authority seeks to commission additional Services.

“Pressure Period Call Off Agreement” shall mean a supplementary agreement detailing the Services to be delivered in addition to the main Agreement

“Provider Portal” shall mean an online portal between the Authority and the Provider. It is a secure means to view and share contract and service delivery information it enables submission of data and invoice management.

“Quality Assurance Framework (QAF)” is a way of assessing the quality of provider services using multiple sources of information including but not limited to; regulatory standards, Bolton Quality Standards and other measures.

“Real Time” shall mean the actual time during which an event takes place, in this specification the term refers to time that the Services were carried out and the duration of the Services delivered.

“Home Support Reablement Service” shall mean the Authority’s short term service which takes place in people’s homes, providing reablement with or without therapy support to avoid hospital admission or to provide early supported discharge. Their focus is to provide assessment, promote independence and prevent skills being lost to people who have a physical or mental illness, injury or disability. They also help people to recover their ability to live independently in their own home, either with training, equipment or on-going support. This service aims to support people to meet their specific needs and desired outcomes.

“Referral” shall mean the action of the Authority referring a Service User to a Provider to commission the Service.

“Registered Manager” shall mean a manager appointed by a Provider to run its organisation and who for is registered with the CQC for this purpose.

“Resource Allocation System” shall mean the system by which resources are allocated to those eligible Service Users. It translates support needs into a resource budget.

“Risk Assessment” shall mean a document written for a Service User with the purpose of identifying and managing risks which could cause harm or injury to the Service User, or impair their wellbeing, it considers their health and care requirements.

“Scheduled Time” shall mean the duration of a Visit (or Visits) specified in the operating schedules established by the Provider.

“Service” shall mean the provision of Home and Community Based Support for Service Users under Lot 1 and Lot 2.

“Service User” shall mean an Adult who has eligible care and support needs under the Care Act 2014 and who uses the Service.

“Service User Group” describes the Service Users who receive care from Providers under each Lot.

“Service User Group 1” shall mean Service Users who receive care under Lot 1 with support needs whose primary need will include one or more of the following:

- a physical disability
- organic mental health issues not requiring specific mental health provision, including dementia, anxiety, and depression
- sensory impairment
- acquired brain injury.

“Service User Group 2” shall mean Service Users who receive care under Lot 2 who are Adults with support needs whose primary need will include one or more of the following:

- a functional mental illness
- learning disabilities
- neurodiversity.

“Staff” shall mean employees, or agency staff employed by the Provider with the specific role of providing the Service to a Service User.

“Standard Hourly Rate” shall mean the level of funding for meeting the minimum quality standard, as detailed in Appendix 4 to this Service Specification.

“Support Plan” shall mean a plan agreed between the Authority, the Service User, their Carer(s) family and advocate which details the Service User’s needs and the Services required to achieve their outcomes.

“Support Workers” shall mean Staff employed by the Provider with the specific role of providing support to a Service User.

“Technology Enabled Care” shall mean the technology used by people to provide care and health services in, or near their homes, enabling them to live independently and safely.

“Time Bandings” shall mean the period of time in which a Visit is required to be scheduled.

“Visit” shall mean a scheduled Visit by a support Worker to a Service User for the purpose of delivering the Services under a CPA.

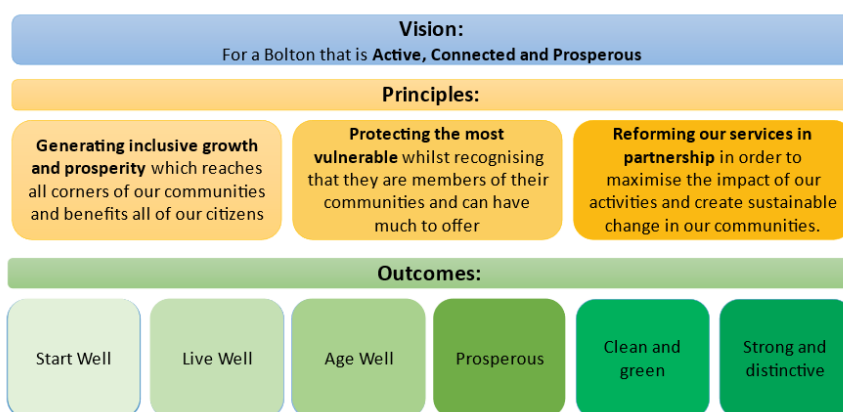
“Weekly Transition Steering Group Meeting” shall mean a weekly meeting convened by the Authority which all Providers who participate in delivery of the Services under the Pressure Period Call Off Agreement must attend.

2. Introduction and Context

2.1. Bolton Vision 2030

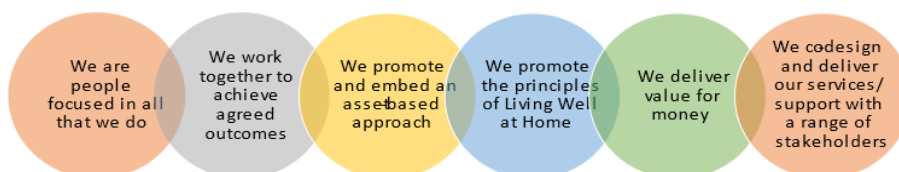
2.2. The Authority has the aspiration that the people of Bolton will be involved in their own health and wellbeing with the aim of staying well for longer and in their own homes as part of a strong, connected and engaged community. The Authority seeks to work with Providers who share the aspiration set out in our vision, in accordance with our principles, and who will help to jointly achieve our required outcomes.

Strategic Context: Bolton Vision 2030



Our working principles and approach

- **Our partnership principles are:**



- **We will achieve our ambitions by:**



2.3. Service Outcomes

2.4. The Authority seeks to deliver the service outcomes by commissioning Providers who in delivering the Services will:

- Support Service Users to have and retain as much independence as possible for as long as possible to live well at home,
- Work with the Service User, their families, advocates and the Authority to deliver the Service User's individual outcomes identified in their Care Plan Agreement. This shall be achieved by:
 - Delivering Person Centred Care, focussing on what the Service Users say matters most to them;

- Being innovative in service delivery, focussing on the quality of the Services and the impact they have on the Service User;
- Stability and consistency in respect of Service delivery.

2.5. The Services shall support and enable Service Users to:

- Maintain their personal dignity;
- Promote their physical health, mental health and emotional wellbeing;
- To take greater control of their lives;
- Maintain and build domestic, family and personal relationships;
- Maintain their living accommodation;
- Continue to contribute to society.

2.6. The Services shall deliver Person Centred Care by treating the Service User as an individual and focusing on their strengths as well as their needs. Person Centred Care requires a holistic approach recognising each individual's unique qualities, abilities, interests, preferences and needs. Person Centred Care also means empowering the Service User to have more choice and control in their lives and over their care and support. The Services shall support and promote the Service User's independence wherever possible.

3. **Service to be Commissioned**

3.1. This Specification relates to the provision of Home and Community Based Support for Service Users under Lot 1 and Lot 2 who live in the borough of Bolton.

3.2. The Provider shall deliver a range of Services to Service Users which are designed to meet their assessed need.

3.3. This specification relates to the purchase of Services for the benefit of Service Users under a Managed Account.

3.4. The Services shall be delivered to Service Users under a CPA which shall at all times incorporate the terms and conditions of the Agreement.

3.5. The Services shall be divided into two Lots:

- Lot 1 – shall comprise delivery of the Services to Adults with support needs whose primary needs may include one or more of the following:
 - a physical disability
 - organic mental health issues not requiring specific mental health provision, including dementia, anxiety, and depression
 - sensory impairment, or
 - acquired brain injury.
- Lot 2 – shall comprise delivery of the Services to Adults with support needs whose primary needs may include one or more of the following:
 - a functional mental illness
 - learning disabilities

- neurodiversity.

- 3.6. Lot 1: Packages of Care shall be commissioned using the time and task model, where a specific task is carried out in a defined period of time and within Time Bandings detailed in paragraph 5.11. Lot Providers shall be paid on the Actual Time recorded using ECM.
- 3.7. Lot 2: the Authority shall commission Packages of Care on Commissioned Time, based working towards the outcomes set out in the CPA. Although, in some circumstances, there may be some specific task and time requirements such as administration of medicines at specified intervals.
- 3.8. The aims of commissioning by outcomes for Lot 2 are:
- To comply with the outcomes which are specified within the [Care Act 2014](#), and the elements of wellbeing;
 - To provide a flexible and responsive Service in recognition of the differing needs within Service User Group 2;
 - To ensure that the Service User is actively involved and influential throughout the planning process, and is free to take ownership of the development of their Support Plan between the Authority and the Service User if they wish to;
 - To ensure that the Services are Person-Centred and person-led in order to meet the needs and outcomes that the Service User intends, in ways that work best for them as an individual or as a family.
- 3.9. For Service Users in Lot 2 the Services shall seek to:
- Maximise independence;
 - Support with behaviours that challenge;
 - Offer respect and dignity;
 - Support with health issues, where appropriate under CQC registration;
 - Support with property and personal finances;
 - Help respond to communication issues.

4. **Referral into the Services**

- 4.1. The Authority requires the Services to support people with needs that have been identified following an assessment carried out under the Care Act 2014.
- 4.2. People who are deemed as eligible for care and support under the Care Act 2014 will have resources allocated in a Personal Budget, and a Support Plan will be created by the Authority. The Support Plan shall state the required outcomes and shall include the weekly time allocation for the Services. For those people who require the Services the Authority will make a Referral to the Provider. The paragraphs below detail the Referral process and the Authority's expectations of the Provider.
- 4.3. The Lead Provider for the Designated Week will be offered all new Referrals in relation to the Lot and where applicable the Neighbourhood, which shall be identified according to the home address of the Service User.

- 4.4. The Authority shall contact the Provider using the Provider Portal, the Referral will contain the details of the care and support required, including whether the Referral is an Emergency Referral.
- 4.5. The Provider shall confirm acceptance of a Referral within two [2] hours of receiving a request during the hours of 09:00 and 15:30 on each Working Day.
- 4.6. The Authority will make occasional Emergency Referrals to the Lead Provider. For an Emergency Referral the Provider shall confirm acceptance within one [1] hour of receiving the Emergency Referral during the hours of 09:00 and 15:30 on each Working Day (or such other hours and/or response time that may be stipulated).
- 4.7. Each Lead Provider is expected to accept a minimum of 70 [seventy] percent of all Referrals offered in their Designated Week and ensure that for their Designated Week they have sufficient capacity to take on the new Referrals for the Lot (and Neighbourhood area), within the agreed timescales. This will be monitored in accordance with the terms of this specification.
- 4.8. The Provider shall commence the Service within 72 [seventy two] hours of the Referral being accepted. Before the Service commences the Provider contact the Service User, ensuring that from the beginning the Service is Person Centred and meets the Service User's expectations. The Provider shall ensure documentation and risk assessments are in place before the Service commences.
- 4.9. For an Emergency Referral the Provider shall commence the Services within five [5] hours of the acceptance.
- 4.10. The refusal of Referrals and Emergency Referrals by the Lead Providers on their Designated Weeks, the reason for refusal, or failure to respond within required timescales will be recorded and monitored by the Authority.
- 4.11. If a Lead Provider rejects or is unable to accept the Referral or Emergency Referral on its Designated Week the Authority will offer the Referral via the Provider Portal to the alternate Lead Provider. If the Lead Provider accepts a Referral on its non Designated Week it shall follow the process in paragraphs 4.5, 4.6, 4.8, and 4.9.
- 4.12. If the other Lead Provider on its non Designated Week is unable to accept the Referral within two [2] hours or an or Emergency Referral within one [1] hour the Referral will be offered to all other Framework Providers in the applicable Lot via secure email.
- 4.13. The Framework Provider shall follow the process in paragraphs 4.5 4.6, 4.8, and 4.9.
- 4.14. If the Authority receives more than one offer to accept the Referral or Emergency Referral from a Framework Provider, then priority will be given to the Provider offering:
- The closest match to the Time Bandings for the Visit times requested in the Referral, and
 - The soonest start time for Visits will be accepted.
- 4.15. If there are two, or more, acceptances of the Referral that are exactly matched the Care Manager will be asked to contact the Service User and / or relative and / or advocate to select a preferred Provider and promote Service User choice. The Care Manager in conjunction with the client will consider:

- Information from the Care Quality Commission (CQC) website regarding the Provider's rating,
 - Information on the Provider's own website,
 - Service User's own preference.
- 4.16. The minimum time period per Visit for which Services will be ordered is 15 [fifteen] minutes, the Provider shall ensure that the direct contact time with the Service User is no less than 12 [twelve] minutes for each 15 [fifteen] minute Visit. The minimum Visit length may be subject to adjustment during the operation of the Agreement.
- 4.17. The Provider shall email the Care Manager and the Home Care Bookings Team regarding any Referral that is incomplete or ambiguous and shall not confirm the start date and time or accept the Referral until the issues are resolved. The query shall be raised immediately upon receipt of the Referral, and whilst a query is awaiting response under 4.5 and 4.6 the time limit to respond to a Referral shall be paused.
- 4.18. Once the Provider has replied and formally confirmed acceptance of the Package of Care the following documentation will be sent to the Provider by the Authority:
- The finalised contract document, known as the CPA,
 - The Support Plan, which incorporates the Service User's risk assessment,
 - The medication consent form for Level 2 medication administration, if applicable, and
 - The key safe number shall be passed separately via a telephone conversation, if applicable.
- 4.19. The Provider shall not commence delivery of the Services until it receives this documentation. The documentation will be shared to the Provider via the Provider Portal by the Authority.
- 4.20. If the Service User does not accept the Provider that has been allocated following the Authority's Referral this will be discussed with their Care Manager, and the process detailed in paragraph 4.4 onwards will be followed to re-contract the Package of Care.
- 4.21. For all issues related to Referrals the Provider shall liaise with the Authority's Homecare Bookings Team, using the Provider Portal.

5. **Service Set Up**

- 5.1. A Provider shall:
- Be available to respond to queries Monday to Friday 09:00 to 17:00.
 - Be available to start or restart the Services seven [7] days a week.
 - Have an outside Working Hours contact, available by telephone.
- 5.2. Where feasible the Provider will attend an initial meeting with the Service User, and their relatives or their Carers before arrangements are finalised and the Service commences. The purpose of this is to enable the Service User as much choice and control as possible and agree how and when the Provider will implement the CPA.

- 5.3. The Provider shall commence delivery of the Services at the time and date as specified on the CPA and continue providing the Services unless and until it is terminated in accordance with paragraph 14.31- 14.37 .
- 5.4. Each CPA may only be varied without the Authority's advance agreement in writing in the following situations:
- Following an emergency or unforeseeable event. However, the Provider must ensure that it maintains the safety and welfare of the Service User and informs the Authority within one Working Day.
 - If the delivery of the Services to a Service User takes significantly less time than reasonably anticipated or if a Service User requests a regular reduction in the tasks and/or duration. In these circumstances the Provider may continue delivering the Services with reduced hours provided it has sought the Authority's written Agreement for the continued variation and amended the Fees payable accordingly.
- 5.5. Further provision for Providers to put in place temporary variations to Services without the prior agreement in writing of the Authority may be agreed at a later date (in consultation with Providers) during the operation of the Agreement.
- 5.6. The Provider must inform the Authority immediately if a Service User or their Carers or relatives request that the Provider delivers the Services as a private arrangement. This may indicate a change in their eligible need and circumstances which the Authority must assess.
- 5.7. The Authority shall regularly review the needs of each Service User in accordance with National Eligibility Criteria guidance. The Provider shall cooperate with the reviews undertaken by The Authority, including contributing relevant information and attending a review if requested with reasonable notice.
- 5.8. The CPA shall be reviewed by the Care Manager between six [6] to 12 [twelve] weeks after initial completion. This shall be known as the 12 [twelve] week review.
- 5.9. The CPA shall be re-assessed by the Care Manager between 10 [ten] to 12 [twelve] months after the initial assessment ("Annual Review") unless a change of need requires an earlier review.
- 5.10. **Time Bandings**
- 5.11. The Service User may have a preference for the time of the Visit, and shall discuss this with the Care Manager, who will add the requested times into the Support Plan.
- 5.12. The Provider shall be asked to confirm the actual Visit times they can schedule the Service, which shall be within the Time Bandings shown below.

Visit		From	To
Breakfast	Early	7:00 am	8:30 am
	Late	8:31 am	10:30 am
Lunch	Early	11:00 am	12:30 pm
	Late	12:31 pm	2:00 pm
Tea	Early	3:00 pm	4:30 pm

	Late	4:31 pm	6:00 pm
Bed	Early	6:01 pm	8:00 pm
	Late	8:01 pm	11:00 pm
Continuous overnight Service		10:00 pm	07:00 am

- 5.13. Sleeping night, waking night and 24 [twenty four] hour services are included as part of the scope of this service, but will be commissioned only by rare exception with a negotiated fee.
- 5.14. Once the Provider has responded the CPA will be updated to include the agreed start date and actual Visit times. The Care Manager will be notified, and this will be communicated to the Service User.
- 5.15. Once a CPA is allocated to a Provider for a particular Service User, the CPA shall remain with that Provider subject to satisfactory performance, which shall be monitored in accordance with the terms of this specification.
- 5.16. **Lot 1 – Home Based Support for Service User Group 1**
- 5.17. In Lot 1 the allocation of packages of care will be divided into six [6] Neighbourhoods, as indicated in the table below. Within each Neighbourhood there will be two [2] Lead Providers, making a total of 12 [twelve] Lead Providers for Lot 1.
- 5.18. In each Neighbourhood, each Lead Provider will receive the Authority's Referrals for Packages of Care on alternate Designated Weeks.

Lead Provider 1A	Lead Provider 1B	Framework Provider
North East South West Central North Central South	North East South West Central North Central South	Work will be offered to all Framework Providers where the two Lead Providers for that Neighbourhood do not accept a Referral offered by the Authority

- 5.19. **Lot 2 – Community Support for Service User Group 2**
- 5.20. In Lot 2 the allocation of packages of care will be borough wide, as indicated in the table below. There will be two [2] Lead Providers for Lot 2.
- 5.21. Each Lead Provider will receive the Authority's Referrals for Packages of Care on alternate Designated Weeks.

Lead Provider 2A	Lead Provider 2B	Framework Provider
Allocations on a borough wide basis	Allocations on a borough wide basis	Work will be offered to all Framework Providers where the Lead Providers do not accept a Referral offered by the Authority

6. Commissioning of Additional Services

6.1. Delivery of the Services to During a Pressure Period

6.2. The Authority may seek to commission additional Home and Community Support Services to respond to periods of significant pressure and demand for the service, usually related to the need to discharge people from hospital. The Authority shall produce a written Brief each time it wishes to commission a Pressure Period service. The Brief will detail the block of hours, the Services, the Fees payable, the Referral process and any other requirements of the Authority. There are two Referral processes which the Authority may follow in respect of a Pressure Period:

6.3. Option 1

6.4. A Brief will be issued to each of the Lead Providers in each Neighbourhood in Lot 1 and boroughwide in Lot 2 inviting the Lead Providers to accept a block of hours identified in the Brief which the Provider shall deliver during the Pressure Period. If any of the Lead Providers reject a referral under Option 1, the Framework Providers will be invited to take part in a mini competition exercise in respect of the available hours. The mini competition exercise will be as detailed in the Brief.

6.5. Option 2

6.6. A Brief will be issued to each of the Lead Providers inviting the Lead Providers to take part in a mini competition exercise. A block of hours will be identified in the Brief, with one [1] Provider being required to deliver the Services during a Pressure Period within each Neighbourhood in Lot 1 or boroughwide for Lot 2. If the Authority fails to appoint one [1] Provider in each of the required areas the Framework Providers will be invited to take part in a mini competition exercise in respect of the available hours. Each mini competition exercise will be as detailed in the Brief.

6.7. Each Provider appointed to deliver the Services during a Pressure Period shall enter into a Pressure Period Call Off Agreement with the Authority.

6.8. During a Pressure Period each of the Providers appointed under a Pressure Period Call Off Agreement shall attend a Weekly Transition Steering Group Meeting with the Authority at times and on such dates set by the Authority. The Authority will inform each Provider of the Service Users who are to receive the Services, as identified by the Authority's Home Support Reablement Service and the Intermediate Care Service and, if capacity allows, from the Authority's Integrated Discharge Team.

6.9. During each Pressure Period each Provider appointed under a Pressure Period Call Off Agreement shall:

- Provide a representative to attend the Weekly Transition Steering Group Meeting;
- Deliver contact time with the Service User of 60 [sixty] percent or more;
- Deliver Services to Service Users for a period of no more than three [3] weeks, where Service Users have been identified as ready for a Referral under Section 4 of this Specification;
- At the end of the initial three [3] week period, assist the Authority to make a Referral under section 4 of this of this Specification;
- Accept a Referral from a Service User in receipt of Services under the Pressure Period Call Off Agreement under Section 4 of this of this Specification (unless the

Service User does not wish to be referred to the Provider delivering the Services under the Pressure Period Call Off Agreement)

- Submit a weekly Electronic Call Monitoring (ECM) report in respect of the Services delivered each week to Service Users under a Pressure Period Call Off Agreement to evidence the number of hours delivered and to identify Staff members delivering the Services on the Provider's behalf;
- Input a summary of delivered hours (Actuals) for each Service User via the Provider Portal.

6.10. Each Pressure Period will be allocated a unique ContrOCC service description (e.g. Winter Pressures – single handed, to aid future audit and analysis) for monitoring and evaluation purposes.

6.11. Delivery of the Services under a Pressure Period Call Off Agreement will be monitored by the Authority via the Weekly Transition Steering Group Meeting to ensure sufficient and adequate Referrals are being offered and received.

6.12. **Termination of a Pressure Period Call Off Agreement**

6.13. The Authority may terminate a Pressure Period Call Off Agreement for any reason with no less than four [4] weeks' written notice. During the period of notice the Provider shall continue to provide the Services as specified in the Pressure Period Call Off Agreement.

6.14. If the Authority terminates a Pressure Period Call Off Agreement because the Provider is in breach of the agreement the Authority shall not be liable to make further payments of the Fees to the Provider.

6.15. **Technology Enabled Care**

6.16. The Authority may seek to commission additional Technology Enabled Care services as part of its Home and Community Support Services offer to Service Users. The Authority shall produce a written Brief when it wishes to commission additional Technology Enabled Care services.

6.17. During the term of this Agreement the Authority may seek to pilot and introduce Technology Enabled Care solutions which would seek to deliver care differently. This will be developed with separate Fees to existing arrangements.

7. **Service Delivery and Supporting Service Users**

7.1. The Provider shall ensure that for Service Users in Lot 1 its Support Workers are able to deliver support to:

- Adults with organic mental health issues, including dementia
- Adults with sensory impairment
- Acquired brain injury.

7.2. The Provider shall ensure that for Service Users in Lot 2 its Support Workers are able to deliver support to:

- Adults with functional mental illness
- Adults with learning disabilities
- Adults with neurodiversity.

7.3. The Provider shall ensure that in delivering the Services:

- Its Support Workers can communicate effectively with Service Users and that Support Workers are made aware of and trained in various methods of communicating with Service Users with sensory impairment, and / or cognitive impairment, and / or dementia and use these skills appropriately.
- Its Support Workers are fully conversant with equipment/technology relevant to specific support needs.
- It works closely with Carers and families where possible.
- Its Support Workers understand the conditions and consequences of the ageing process, physical disability and frailty along with their emotional impact. These will often be associated with various mental health and physical health related conditions, including some that are progressive.
- Support Workers do not ignore the Service User in any conversations; use mobile telephones whilst providing Services; and maintain appropriate confidentiality about other Service Users.
- It has training in place that suitably prepares Staff to deliver the Services.
- It offers stability and consistency in respect of Service delivery, with continuity in Support Workers delivering the Services.
- Its Support Workers are conversant with technological aids and forms of assistance, including those supporting communication.
- It alerts Care Management of changes and/or concerns relating to a Service User's physical deterioration.
- It alerts Care Management of concerns relating to any deterioration of a Service User's baseline mental and physical state, including the development of new or increased risks.
- An individual risk assessment for moving and handling is carried out by the Provider, this includes for equipment that may involve both singlehanded and or double handed care.
- Its Support Workers understand mental illness and the potential impact of the illness on the Service Users' level of functioning, be these physical, emotional or social.
- Be aware that legal orders may be in place in relation to Services and the Provider shall be required to understand the implications of these for delivering Services.
- Deliver the Services to Service Users who misuse illegal / prescribed or over the counter drugs and / or alcohol and have an understanding of the specific requirements of this cohort. This includes why some people misuse drugs, and the issues of dependency, treatment, and relapse. Also, how drug and alcohol use can adversely affect a persons' mental state, potentially increasing risk to the person's mental and physical health, well-being, social situation and relapse of their mental health condition.

7.4. The Provider shall ensure that in delivering the Services for Service Users in Lot 2 its Support Workers are equipped to:

- Support Service Users who may require support to access services and sustain their living arrangements which may include housing, employment, training, education, and leisure opportunities in addition to other support services relevant to their assessed need.
- Promote and maintain the engagement of Service Users with relevant Services.

- Deliver the Services away from the Service User's home, as appropriate.

7.5. The Provider shall ensure that all Service Users and Carers are treated with dignity and respect:

- Service Users and Carers are permitted to define how they wish to be addressed during delivery of the Services.
- Support Workers understand that conversations with Service Users and their Carers are vital in helping to meet their social and emotional needs.
- Service Users are consulted on all matters concerning their support, treatment, and general welfare and, where appropriate, options should be offered and explained to each Service User.
- Support Workers must be familiar with any special requirements of the Service User and their Carer e.g. hair care, dress, toileting needs, particularly critical preferences, spiritual and cultural needs.

7.6. Support Workers are allocated sufficient time to:

- Carry out the tasks detailed on the Support Plan.
- Travel time between Visits.
- Read and update the Service User's records.

7.7. The Provider shall endeavour whenever practicable to give Service Users a choice of the gender of the Support Worker providing personal support. In some instances, there shall be specific reasons for requiring a particular gender of Support Worker.

7.8. The Provider shall ensure that all members of its Staff maintain appropriate confidentiality in respect of each Service User, other members of Staff and the Provider as their employer.

7.9. The Provider shall ensure that all Service Users' property and valuables are treated with respect:

- The Provider shall ensure that Support Workers treat all items of Service Users' property with care and respect.
- Any item belonging to a Service User can only be disposed of with the permission of that person providing the Service User has mental capacity to make such decisions.
- The Provider shall inform the Authority's Care Manager as soon as practicable (within one Working Day) of the loss of Service User's money / benefit books / swipe-cards, property / or breakage of property.
- If accumulated property causes a hazard the Provider shall immediately report this to the Authority's Care Manager and the problems and outcomes documented.

7.10. The Provider shall ensure that, where possible, Service Users' relatives and Carers are directly involved in respect of the Services they receive, except where this conflicts with the needs of the Service User as identified in the Authority's Care Plan and the Service User's wishes.

7.11. The Provider shall ensure that it is familiar with the roles and expected functions being undertaken by other Service providers and informal Carers who provide Services outside of this Agreement and work proactively and positively with all other agencies in the best

interests of the Service User. The Provider should inform the Authority's Care Manager of any situation where another party is failing to undertake their expected role or function.

7.12. Records within the Service User's home

7.13. The Provider must maintain a folder containing the most current key documentation, as below:

- The most recent Provider Care Plan Agreement.
- A communication log which records each Visit provided by Support Workers (for Providers using Electronic Care Records ECR please see 7.14).
- Risk Assessment.
- Medical Administration Record (MAR), where this is applicable.
- Contact details for the service including emergency and out of hours contact details – these must be highly visible within the document folder.

7.14. For Providers who use Electronic Care Records (ECR):

- Where an ECR or eMAR system is being used, electronic copies of the communication log or MARS sheet can be used in place of a paper copy. However, the document folder must also include clear information on how the Service User, relevant family/advocate or other professionals, as well as Care Management and emergency services, can quickly access the records, including times out of normal office hours. If the ECR system/the Provider does not have this capability/access a paper log must be kept in the folder.
- Any ECR system which has the capability to share information electronically must also have robust security arrangements in place to protect against security breaches.
- Appropriate ECR information must be accessible to either Service Users or relevant family/advocates. Where the Service User/family/advocate is unable to access due to practical issues i.e. lack internet access/capability or due to a cognitive/learning impairment, alternative arrangements must be made.

7.15. All professionals visiting a Service User's home will be required to enter basic information into a "universal communications log". Instruction will be sent to Providers when this measure is introduced.

7.16. On termination of service with the Service User the Provider will retrieve all the above documentation and securely dispose of it using guidance provided by the Data Protection Legislation (including the General Data Protection Regulations).

7.17. Key holding responsibilities and Keysafes to Enable Access to the Service User's Home

7.18. When making arrangements for and gaining access to the home of a Service User the Provider shall ensure that:

- Only those Staff specifically authorised to do so enter the home of a Service User.
- Staff do not enter the home of a Service User if that person is absent, unless by prior written arrangement.
- It has in place clear written protocols for Staff in relation to their access to and entry into the homes of Service Users.

- It has and maintains a clear policy and procedure for the security and control of any keys and key safe access codes it holds for accessing the property of Service Users. The policy shall include procedures for safe and timely return of any keys from Staff that exit the Provider's employment.
- 7.19. Where a key safe is provided to manage access to the home of a Service User, The Provider shall ensure that:
- The key safe access code is held securely by the Provider and only made available to those Staff delivering the Services.
 - The key safe access code is held by Staff in such a way that the Service User and their home cannot be directly identified.
- 7.20. If there is any reason to believe that a Service User might be at risk because of inappropriate knowledge of a key safe number then the Provider must immediately contact the Authority, by email to IndependentLivingServices@bolton.gov.uk.
- 7.21. The key safe number shall be changed by the Independent Living Services staff and they shall advise the Service User and/or Carer and/or next of kin and the Provider of the new number.
- 7.22. A change to a key safe access code shall be communicated immediately to the Social Worker.
- 7.23. If the Provider is responsible for the loss of keys then Provider is also responsible for the replacement of locks, and all reasonable costs associated with re-securing, the Service User's home.
- 7.24. Care workers must always leave the home safe and secure after a visit, including ensuring there are no potential trip hazards.
- 7.25. **Use of Vehicles and Transport for Lot 2**
- 7.26. If the Support Plan identifies a need for escorting duties and the Service User requires transport, the Provider must attempt to use public transport in the first instance.
- 7.27. If public transport cannot be used this shall be identified in the Support Plan and the Authority and Provider shall agree how transport shall be provided by the Provider for the Service User and any associated costs.
- 7.28. The Provider shall ensure that appropriate operating procedures are in place for assisting a Service User to use this transport, including provision of escorts, if necessary. The Provider must ensure that any vehicle used complies with the necessary legislation, is adequately insured, that the use complies with manufacturer's recommendations and any relevant licensing requirements. Any driver operating a vehicle occupied by a Service User must have the appropriate full current driving licence, relevant insurance, and appropriate risk assessments must be completed by the Provider and followed by all relevant persons.
- 7.29. **Appointeeship**
- 7.30. There may be occasional circumstances where the Provider is named as Appointee for the Service User. If this is a requirement it will be detailed in the Support Plan.

7.31. **Protected Characteristics**

7.32. The Provider shall support Service Users, where required, with provision of information at a level suitable to the individual on sex, sexual health and personal relationships, ensuring dignity and respect in accordance with protected characteristics.

7.33. The Provider will also ensure that Support Workers have guidelines for recognising and responding to the abuse and exploitation of Service Users and will have a risk management approach in relation to any individual who could be regarded as vulnerable, or abusive to others.

7.34. The Provider shall support Service Users to have their emotional and spiritual needs recognised within all Services provided in accordance with the Authority's duties regarding protected characteristics. Service Users' emotional needs should be identified, accepted and receive a sensitive response from all Support Workers.

7.35. The Provider must deliver care in a way that respects the following particular religious/cultural needs of the Service User (if any) as identified in the CPA, which shall include:

- Precisely defined ethnic or religious needs.
- Preparation and provision of food in accordance with religious/cultural customs.
- Access to facilities to observe religious practices, when appropriate, and awareness of particular spiritual requirements, such as days of special significance, fasting and prayer.
- Providing Support Workers who can speak and understand the Service User's main language and dialect.
- Having information in the Service User's main language always available and being able to explain it to them.
- Conducting support practices in a culturally/religiously sensitive way.
- Providing acceptable personal hygiene and toileting arrangements.
- Taking account of customs associated with illness and death.

7.36. **Medicine Administration**

7.37. The Provider must ensure that Support Workers who are required to assist Service Users to take prescribed medication or to administer medication receive appropriate instruction and written guidance in accordance with relevant guidelines and the Provider shall also ensure that the Support Workers complete the Medical Administration Record.

7.38. **Responding to Behaviour that Challenges**

7.39. At times Service Users or their family members may display behaviour or attitudes that could be regarded as offensive, such as dis-inhibited behaviour related to their condition. The Provider shall prepare and support their Support Workers for this in continuing to offer a Service to such Service Users; in exceptional circumstances the Provider may need to work with the Authority to respond to Service Users who behave in this way.

7.40. If such behaviour or attitude could be considered illegal or to present a risk to Support Workers or others then this should be immediately reported to the Authority's responsible Care Management Team, in order to reach an agreement about how to proceed.

7.41. **Provision of Materials and Equipment**

- 7.42. It is the Provider's responsibility to ensure that its Support Workers are issued with appropriate equipment/protective clothing to carry out the Tasks within this Service Specification. However, the type of clothing must have regard to the need to maintain the dignity and self-respect of the Service User.
- 7.43. All equipment belonging to the Service User and used by Support Workers must be maintained in a safe condition at the Service User's (or another party's) expense. Equipment that appears in any way to be faulty must not be used until it has been checked, and if necessary repaired, by a suitably qualified person. If the Service User refuses to have the equipment repaired, this must be reported to the Authority's Care Management Team immediately.
- 7.44. Where the Authority determines that specialist equipment must be used in Service User's homes, e.g. a hoist, the Authority shall arrange provision of that equipment and agree with the provider relevant training in its use.
- 7.45. Where the Authority determines that Telecare is required, the Authority shall arrange this through the Independent Living Service. Any concerns regarding its use can be reported to Telecare@bolton.gov.uk telephone: 01204 337815.
- 7.46. The Provider shall ensure that Support Workers use equipment that is indicated for such use in Support Plans and risk assessments. If the Service User expressly refuses to use the equipment or the equipment is not available in the Service User's home, this should be documented and immediately made known to the Authority.
- 7.47. The Provider shall ensure that the Support Workers are adequately trained in the use of equipment prior to its use by them.

8. Infection Control

- 8.1. The Provider shall ensure that effective procedures relating to infection control and to prevent the spread of infectious diseases are always followed.
- 8.2. The Provider must ensure that Support Workers receive infection control training and understand how infection can spread from person to person. These procedures shall be subject to regular audit and evidence of compliance shall be available on request.
- 8.3. Prior to assisting with any personal support Services, the Provider shall ensure that the following actions are taken:
- Support Workers shall wash their hands with soap and warm water before and after carrying out any personal support Services. Alcohol gels must not be used as a substitute for hand washing.
 - Support Workers must wear suitable personal protective equipment (PPE) when delivering the Services.

9. The Mental Capacity Act 2005

- 9.1. The Mental Capacity Act 2005 for England and Wales provides a framework to empower and protect people who may lack capacity to make some decisions for themselves.

- 9.2. Some Service Users shall fall within the provisions of the Mental Capacity Act 2005 and the Provider shall, therefore, have a complete and accurate understanding of the implications of this in relation to the Services.
- 9.3. The Provider shall seek advice from the Authority, where appropriate or required, in delivering the Services to any Service User who falls under the provisions of the Mental Capacity Act 2005 by emailing: dols@bolton.gov.uk.

10. The Wellbeing of the Service User

- 10.1. The Provider shall advise the Authority as soon as possible (within one Working Day) if any of the following events take place: the contact details for the relevant teams are set out in Appendix 1.

Issue	Required to Inform
No access visits (Service User doesn't open the door)	Care Management
Refusal of the Services (by a Service User).	Care Management
Any significant change in the Service User's situation or behaviour that might give cause for serious concern, including the possible impact on others.	Care Management
Any circumstances where a Service User appears to be in need of medical attention but refuses to seek medical help but after having taken actions defined in paragraph 10.2.	Care Management
Notifications of adverse incidents involving medication or medical devices. A copy of the report is required.	Care Management
Hospitalisation of the Service User.	Care Management and the Home Care Bookings Team
Any accident, theft, burglary or other event affecting the wellbeing of a Service User.	Care Management and Police if appropriate.
Serious or potentially serious injuries to a Service User or staff relevant to the delivery of the Service.	Care Management and Adult Safeguarding Team
Notifications of adverse incidents involving medication or medical devices, a copy of the report is required.	Care Management and Adult Safeguarding Team
Deaths, suicides and attempted suicides of a Service User, as well as any instance where the death of a Service User is being investigated by the Coroner.	Care Management Homecare Bookings Team Adult Safeguarding Team
The Service User has transferred to CHC funding.	Care Management and the Home Care Bookings Team
Safeguarding issues or incidents as defined by local safeguarding policies and processes (for	Adults Safeguarding Team and Care Management

children and Adults) and relevant legislation and national policy guidance.	
Staff behaviour resulting in disciplinary, where behaviour compromises ability to deliver the Service.	Quality Assurance, Care Management and Adult Safeguarding Team
Alleged criminal behaviour, breaches of policy, professional boundaries and confidentiality.	Quality Assurance and Commissioning
Long term senior staff absence.	Quality Assurance
Incidents of anti-social behaviour relating to the Services where other bodies such as the Police are involved.	Care Management and the Safeguarding Team
Police actions or investigations relating to the Service User and the Service being provided.	Care Management and the Safeguarding Team
Incidents reportable to the Health and Safety Executive or Environmental Health. A copy of the notification is required.	Quality Assurance
Copies of notices served on the Service Provider: Enforcement and Improvement Notices served by any regulatory agency.	Quality Assurance

- 10.2. The Provider must ensure that when a Service User requests assistance to obtain medical attention, or if the Service User appears unwell and unable to make such a request, immediate medical help should be sought from either their General Practitioner (GP) or other appropriate emergency medical care.
- 10.3. Where the Service User does not give permission for the GP to be contacted or for other medical care to be sought, the Provider shall keep a written record of the concerns and must contact the Authority and any Carers, family or advocates to make them aware of the situation. Serious concerns for the health and welfare of the Service User, where the Service User is refusing medical care, should be raised immediately to Care Management.
- 10.4. If, in the Provider's opinion, the Service User's physical and/or mental condition has changed to a point where care is needed at a level that the Provider is unable to provide, or if the health and safety of the Provider's Staff can reasonably be demonstrated to be at risk, the Provider shall contact the responsible Care Manager.
- 10.5. **Health Care**
- 10.6. The Provider shall not carry out any interventions which are normally the duty of a Healthcare Practitioner, unless specifically trained and mandated to do so.
- 10.7. **Adults with Continuing Health Care (CHC)**
- 10.8. Where funding of a Service User's CPA becomes the responsibility of the National Health Service (NHS) under Continuing Health Care (CHC) the provider shall ensure it maintains continuity of care and supports a smooth transition to the new arrangements.
- 10.9. The Provider shall notify the Authority when it has been commissioned by the NHS to deliver the CHC to a Service User and advise the Authority the start date and time.

- 10.10. When the Authority is made aware that CHC has been commissioned by the NHS for a Service User the Authority shall notify the Provider and issue a termination to the CPA, as detailed in paragraphs 14.31 to 14.37.
- 10.11. **Providing palliative and End of Life Care**
- 10.12. Service Users may require Palliative and End of Life Care, in these circumstances the Provider shall offer an appropriate level of support to families, Carers and those close to the Service Users.
- 10.13. **Support Plan where Children are Involved**
- 10.14. On occasions Service Users may require support with caring for children they are responsible for. Where the Support Plan indicates this support is required the Provider must assist the parent in accordance with the Care Plan Agreement.

11. **Leadership and Management of the Service**

- 11.1. The Provider must have appropriate leadership and management arrangements for meeting its obligations under the Agreement.
- 11.2. The Provider must ensure that:
- Any suspected misconduct, dishonesty or behaviour, which is detrimental to the welfare or well-being of Service Users, is thoroughly investigated having regard to the Authority's Safeguarding of Adults at Risk Policy, which can be found at: <https://www.bolton.gov.uk/adult-safeguarding-board/professionals/3>
 - It notifies the Authority and CQC as appropriate as soon as it becomes aware of any improper conduct by Support Workers or other staff in connection to the Services.
 - It has and implements policies to safeguard Service Users, their Carers and its Staff in respect of photographs, recordings and use of the internet, and other electronic media.
 - There is an efficient management structure with clear lines of responsibility, adequate for the nature and level of the service provided, and sufficient expertise in meeting the range of individual needs.
 - It follows safe recruitment practices, and robustly examines the identity, right to work, competence, experience, references, full employment history, qualifications and attitudes of all potential staff.
 - If is recruiting internationally, the Provider must follow the Code of Practice for International Recruitment of Health and Social Care Personnel in England (or any subsequent guidance issued) <https://www.gov.uk/government/publications/code-of-practice-for-the-international-recruitment-of-health-and-social-care-personnel>
 - It has and implements policies and procedures to ensure safe administration of medicines in line with Bolton Authority's Medicines Policy: <https://www.bolton.gov.uk/downloads/file/1594/medicines-management-policy>
 - It makes use, where relevant, of the Bolton Health and Social Care Training Partnership. Further information can be obtained from: <https://www.bolton.gov.uk/learninganddevelopment/working-adults-health-social-care>
- 11.3. The Provider must ensure that:

- Support Workers are able to understand all relevant training provided and they should be competency tested to ensure that they apply this in practice. Training must be provided at a pace, in ways and with any reasonable adjustments required to enable them to comprehend it effectively.
- It completes a Risk Assessment for all Service Users and works with the Care Manager to ensure that any identified risks are managed effectively to ensure both Support Worker and Service User safety as far as possible. The Provider must ensure that the Risk Assessment identifies factors which may result in a risk toward staff such as intravenous drug use and safe disposal of needles.
- It provides sufficient supervisory Staff to adequately supervise Support Workers and ensure that they properly perform their duties in connection with the provision of the Services.
- It undertakes performance management to ensure compliance with the requirements of the Bolton Quality Standards in Appendix 2 to this Service Specification and KPIs in Appendix 3 to this Service Specification.

11.4. The Provider must ensure that it has adequate arrangements for performance management of Staff, including:

- Regular individual and group supervision that is properly recorded. These shall include individual support sessions, appraisals of performance, skills and knowledge.
- Training plans for all Staff and records of training received these must be appropriate and meet the needs of service.
- Procedures to manage poor performance that are used appropriately to ensure quality standards are maintained and that the required outcomes are delivered.
- It promotes the retention of Staff by minimising the use of zero hour contracts.
- It co-operates with the Authority if it requests that the Provider does not use a Support Worker for specific or all Service Users. In that event the Authority shall give the Provider a statement detailing its reasons for such a direction unless specifically requested not to do so by the Service User in question.

12. **Staffing Requirements**

12.1. The Provider must ensure that:

- It has adequate staffing levels to deliver the Services and meet the needs of the Service User.
- Staff are allocated enough time to carry out the tasks detailed within each Support Plan; allowed travel time between Visits and allowed time to read and update the paperwork in the Service User's home.
- There is a consistent team of Support Workers for each Service User, in accordance with the Bolton Quality Standards in Appendix 2 to this Service Specification.
- The timings of Visits are to be reliable and consistent in the Service delivery as agreed with the Service User.

12.2. The Provider must ensure that Staff:

- Have the necessary training and competence in managing medicines.
- Are able to recognise, consider the impact of, and respond to:
 - Common conditions, such as dementia, hearing loss and sight loss, and
 - Common care needs, such as nutrition, hydration, chronic pain, falls and skin integrity, and

- Common support needs, such as dealing with bereavement, and
- Deterioration in a person's health or circumstances.

12.3. The Provider must ensure that Staff:

- Clearly understand their responsibilities in respect of each Service User and are capable of dealing with known behaviour and health issues.
- Carry their official identity card (as supplied by the provider) with them whilst providing Services.
- Do not take any other Adults or children with them (other than escorts organised by the Provider) whilst providing the Services and not take Service Users to the homes of Support Workers.
- Do not accept gifts, financial inducements, be made beneficiary of a will or receive any benefits from Service Users; if this occurs the issue must be reported to the Authority as soon as practicable to: safeguardingadults@bolton.gov.uk
- Do not smoke or consume alcohol whilst delivering the Services.
- Do not visit Service Users outside of the provision of the Services. The Provider shall notify the Authority as soon as practicable if it becomes aware that such attendance is occurring.
- Do not use the Service User's appliances (e.g. telephones, washing machines etc.) for the Provider's or the Support Worker's personal business as this must only be done as a direct consequence of the provision of the Services, with the Service User's permission.
- Do not make arrangements to make or receive personal telephone calls on a Service User's telephone.
- Do not make or receive personal telephone calls on a mobile phone whilst delivering the Services, unless as a consequence of the provision of the Services.
- Ensure that any financial transactions of Service Users' monies are handled in accordance with the Provider's policy and procedure, including keeping a clear record of all money handled, supported by receipts and a thorough auditing and governance process.
- Do not accept PIN numbers or contactless debit cards to access Service Users' finances under any circumstances.

12.4. The Provider must ensure that it is working towards paying all Staff the Real Living Wage. Staff should be paid at a level that reflects the time spent travelling between Visits, and other costs incurred, including petrol costs. Staff should also be paid for attendance at training and supervision meetings.

13. **Provision of Support to Carers**

13.1. The Authority has a duty to provide support for Carers of the Service Users. The support provided shall be in accordance with the outcomes defined within the relevant Support Plan which shall identify the needs of the Carer for continued support to sustain the caring role, including practical and emotional support. The support offered may include respite services and services that enable the Carer to maintain a work and social life. The Provider must give at least equal priority to Carer's needs as identified on the Carer's own Support Plan.

13.2. **Sharing Information**

13.3. The Authority works collaboratively with other local authorities, the NHS, regulatory and other purchasing bodies. The Authority may on occasion share data originally generated

by third parties, including the Provider, for the purpose of providing the best support to individuals, and also to ensure most effective delivery of the Services. Any information shared shall be in accordance with the Data Protection Legislation and the Data Sharing Schedule incorporated in this Agreement.

13.4. The Authority shall liaise with regulatory and other purchasing bodies. This may include sharing of information that the Authority holds about the Provider, including use of the North West Information Sharing Protocol.

13.5. **Partnership Working**

13.6. The Provider shall work in Partnership with other organisations to ensure the wellbeing of all Service Users; seeking, where possible, to deliver the provision of a seamless Service for Service Users.

13.7. The Provider shall work with Healthcare Practitioners regarding Service Users' medication management, pain management and/or skin integrity and preventative care in order seeking to provide integrated, Person-Centred Support, and to promote wellbeing. The Provider shall take note and act upon any information that is provided in the CPA, or information left by the Healthcare Practitioner within the communication log.

14. **Operation of the Agreement, Suspensions and Terminations**

14.1. **Cancelled Visits**

14.2. If the Service User cancels a Visit but gives the Provider less than 24 [twenty four] hours' notice, the Provider shall invoice for the cancelled Visit. This includes where the Support Worker arrives at the property and is informed that support is not required, which is known as a "doorstep cancellation" or "frustrated visit". The Provider shall record any such cancellations as "TimetabledIsFrustrated" within the ECM report.

14.3. **Break in Services**

14.4. Any CPA requiring a Service to be re-started after a break for any reason will be initially offered to the previous Provider ahead of the Main Provider, so long as it is within three [3] months of the last visit. This can be facilitated unless there is a specific reason for not doing so.

14.5. If the previous Provider does not re-start the Services, then the usual Referral process set out in Section 4 shall be followed.

14.6. Where there is a break in Services where there are no changes to the Individual Service Agreement the instruction to re-start will be forwarded to the Provider.

14.7. Where there is break in Services where there are changes to the Individual Service agreement, or where there are variations to the CPA, the Support Plan shall be updated and a new CPA created, and the instruction to re-start the Service will be forwarded to the Provider via the Provider Portal.

f

14.8. **Unplanned Hospitalisation**

14.9. Unplanned hospitalisation of the Service User can sometimes occur. In these circumstances the arrangements shall be as follows:

- Unless the Authority notifies the Provider otherwise, the CPA will continue in place for six [6] days from the date and time of the first Visit for which the Service User was unavailable.
- The Provider shall continue to schedule the Service for a period of six [6] days and The Authority shall pay the standard fee rate for this period.
- The Provider shall ensure Support Workers continue to be available deliver the Services and make all arrangements to cover planned Visits in case the Service User returns from hospital within four [6] days.
- The CPA shall terminate if the Service User has not returned from hospital by the end of the six [6] day period starting from the date and time of the first Visit for which they were unavailable. The Provider shall email the Care Manager to arrange for termination documents to be issued as detailed in Section 14.31 to 14.37.

14.10. **Circumstances Where the Provider Cannot Deliver the Services**

14.11. Occasionally, the Provider may believe that the ordered care does not reflect the needs of the Service User. In these instances, the Provider shall ask the Authority to undertake a review and new Care Assessment. The Provider shall email and/or telephone the appropriate team within the Authority to advise of this using the contact information in Appendix 1, if the following apply the email shall be flagged as an urgent priority:

- That there is a high degree of risk to the Service User, others or the Authority if person specific, specialised support is not provided; or
- That the Service User is unable to cooperate or non-compliant with a Support Plan or resistant due to lack of mental capacity; or
- The Service User has capacity and does not engage with/ declines the requested support; or
- The Service User is registered Level 2 or 3 with the Multi–Agency Public Protection Arrangement (MAPPA); or
- Where there is a concern for a child or Adult that may require safeguarding intervention.
- The Provider may be asked to participate in multi-disciplinary processes, where the above sections apply.

14.14. **Exceptional Situations**

14.15. Exceptional situations may arise from time to time. These may relate directly to a Service User or may be the result of incidents or occurrences such as sporting events, bad weather, floods or power failures. The Provider shall have procedures in place which ensure the practical means to respond to incidents that are reasonably foreseeable. This shall be documented in the Provider's Business Continuity Plan.

14.16. During severe weather conditions it is possible that some Service Users may be deemed to be at abnormal risk by, for example, prolonged periods of extremely low or high temperatures. In this instance the Authority may require the Provider to introduce particular measures to ensure the welfare of such vulnerable Service Users and make temporary variations from the ordered Services.

14.17. **Performance Improvement and Suspensions**

14.18. If the Authority determines that the Provider is not delivering any part of the Services in accordance with the Agreement the Authority shall undertake increased monitoring and

shall arrange more frequent meetings to address poor performance which will support the Provider to improve. The Authority expects the Provider to be open and transparent about any performance issues they encounter. The Provider shall engage with the Authority to develop a service improvement plan, which the Authority shall support the provider to implement.

- 14.19. Following serious or sustained problems with the Provider's performance The Authority shall issue a formal Improvement Notice in accordance with the main terms and conditions of this Agreement.
- 14.20. Following, or in addition to, the issuing of a formal Improvement Notice, if the Authority has significant concerns regarding the Provider's performance the Authority may:
- Suspend all new Referrals. The minimum period of the suspension will be set out in the Authority's formal letter to the Provider.
 - Not withdraw any suspension unless and until all actions have been addressed. The Provider shall be closely monitored for an agreed to ensure the changes have been embedded.
 - Issue an information sharing notice to Local Authorities participating in the Northwest Information Sharing Protocol (ISP). The information shared will be in line with the parameters defined within the protocol. which is detailed in paragraph 13.3.
- 14.21. If the Provider continues to fail to deliver the Services in accordance with the Agreement the Authority may seek to terminate the Agreement.
- 14.22. If a Lead Provider fails to meet the KPIs and Bolton Quality Standards over a six [6] month period it may lose its Lead Provider status and may thereafter be known as a Framework Provider. Following this, if the Provider fails to improve performance in KPIs and Bolton Quality Standards it may have its Agreement terminated.
- 14.23. The Lead Provider for any Lot or Neighbourhood shall be replaced as Lead Provider by the next highest scoring Provider identified during the tender process for the Lot or Neighbourhood. This Provider must not be an existing Lead Provider in the same Lot, and this is subject to the Provider being able to demonstrate a satisfactory performance record.
- 14.24. **Care Quality Commission (CQC) and Regulatory Requirements**
- 14.25. The Provider shall ensure that it:
- Is currently and appropriately registered by the Care Quality Commission (CQC) or any successor body.
 - Is fully compliant with the CQC's standards of quality and safety and all necessary registration and regulatory requirements set by it or other regulatory body in so far as they relate to the Services provided under the Agreement.
 - Immediately notifies the Authority of any notices served by a regulatory body in relation to the Health and Social Care Act 2008. This will include enforcement actions, recommendations or requirements that are material to the delivery of the Services.
 - Notifies the Local Authority of a visit from a regulatory body and shall share the draft and finalised reports.

- 14.26. The Provider shall seek to achieve and maintain a CQC rating of “Good” or “Outstanding” at all times. If the Provider receives a “Requires Improvement” rating the Authority will require the Provider to demonstrate that it has an improvement plan in place and is complying with the CQC’s recommendations.
- 14.27. If the Provider receives an “Inadequate” rating from a CQC inspection, the Authority may consider this a Material Breach of the Agreement, and the Authority may seek to terminate the Agreement and all CPAs.
- 14.28. **Complying with Relevant Legislation and Good Practice**
- 14.29. The Provider shall comply with all relevant legislation, regulatory standards and best practice. Failure to comply may be viewed by the Authority as a Material Breach of this Agreement.
- 14.30. The relevant legislation, regulatory standards and best practice shall include:
- The Health and Social Care Act 2012
 - The Care Act 2014
 - The Mental Capacity Act 2005
 - The Equality Act 2010
 - The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the CQC's Guidance for Providers on meeting these regulations
 - The Care Quality Commission (Registration) Regulations 2009 and the CQC's Guidance for Providers on meeting these regulations
 - The CQC assessment framework
 - NICE guidance for home care settings.
- 14.31. **Termination of CPAs**
- 14.32. Where a Service User is not satisfied with their Provider this shall be discussed with their Care Manager, who will address the concerns with the Provider and the Service User. If the Service User still wishes to change Provider, then this can be facilitated by giving the current Provider 14 [fourteen] days’ notice.
- 14.33. The Authority may terminate an CPA with a minimum of 14 [fourteen] days’ written notice for any reason. During the period of notice the Provider shall continue to provide the Services as specified in the CPA.
- 14.34. The Authority may terminate an CPA with no more than 12 [twelve] hours’ notice for the following reasons:
- The Service User’s refusal to accept the Services or part thereof. In this event the Provider must notify the Authority immediately. The Provider’s obligations to attempt to provide the Services shall continue, and the Authority shall endeavour to resolve the situation as soon as possible with the Service User. If the Authority determines that the Service User is continuing to refuse to accept the Services from the Provider, then the Authority may terminate the CPA;
 - If the Service User has become unavailable for any reason other than temporary unplanned hospitalisation, or does not require the Services for an indefinite period of time;
 - The Services User’s needs have changed.

- 14.35. If the Authority terminates an CPA in line with paragraph 14.34 above then it shall pay the Provider the normal Service Fee for a period of 12 [twelve] hours following notice of termination by way of liquidated damages.
- 14.36. In the event of the Service User's death the CPA shall cease 12 [twelve] hours from the time that the Authority notifies the Provider of this or the Provider becomes aware of this by other means.
- 14.37. The Provider may terminate a CPA by giving not less than 14 [fourteen] days written notice if, in its opinion the Service User's needs have changed to a point which the Provider is unable to meet. In this event the CPA shall terminate on the expiry of the said notice or on the date that the Authority has confirmed to the Provider that suitable alternative care arrangements have been agreed, whichever shall be the later.
- 14.38. **Financial Sustainability**
- 14.39. The Authority will undertake monitoring of Providers through means such as credit checks to ensure sustainability. The Authority may also report any identified financial concerns to the CQC.
- 14.40. The Provider shall have, use and be able to demonstrate if requested, appropriate financial management arrangements for meeting its obligations under this Agreement.
- 14.41. The Provider may be required to demonstrate its continuing financial ability to fulfil the Agreement. This may be by way of any or all of the following and by providing such other information as the Authority may reasonably request:
- Properly audited accounts for the immediately preceding Financial Year together with a copy of the relevant Auditor's report;
 - A copy of its income and expenditure statement or annual return for the immediately preceding Financial Year in the form prescribed by the Chief Registrar of Companies and the Charity Commissioner;
 - A copy of its annual returns to Companies House for the immediately preceding Financial Year.
- 14.42. **Quality Assurance and Contract Monitoring**
- 14.43. The Authority will monitor quality and contract performance through the Quality Assurance Framework: <https://www.bolton.gov.uk/downloads/file/6031/quality-assurance-framework-adult-social-care-public-health-and-social-inclusion-guidance-for-providers-pdf#:~:text=The%20primary%20purpose%20of%20the,be%20supported%20to%20continuously%20improve>
- 14.44. The Authority will use monitoring/audit information from other professionals/organisations such as medication audits in its monitoring. Through this the Authority shall not only monitor regulatory compliance but also the Bolton Quality Standards set out in Appendix 2 and KPIs set out in Appendix 3 of this specification. Monitoring of quality and delivery may be further supported with information received through wider sources. This includes information from user feedback from complaints, compliments, focus groups, outcomes recorded during the review of care needs by the Care Manager as well as surveys and monitoring data.

- 14.45. The Authority believes that good communication is an essential aspect of good contract performance. The Authority and the Provider shall maintain this through regular contact, via telephone or in person, and the routine monitoring sessions which will enable the Authority and Provider to work constructively together to resolve any problems arising.
- 14.46. It is a requirement that the Provider, following any audit of their service, shall share their service improvement plan. The Authority will review and work with the Provider on this plan until final sign off.
- 14.47. **Key Performance Indicators (KPIs)**
- 14.48. The Authority shall measure the Provider's delivery of the Services using the KPIs as set out in Appendix 3.
- 14.49. The Provider shall submit a Provider Activity Return on a monthly basis including (but not confined to) information regarding Service Users and Staff, this shall be corroborated by the four weekly ECM data which will be used by the Authority to inform its quarterly monitoring information. The Authority may use this information to monitor the Provider's compliance with KPIs.
- 14.52. The Provider shall be eligible to receive the Enhanced Hourly Rate, which incentivises good performance in areas valued by the Authority. These are detailed in Appendix 3 to this Specification. If the Provider achieves the KPIs detailed in this Appendix 3. The payment level set for the Enhanced Hourly Rate shall be described in Appendix 4.
- 14.53. The Authority reserves the right to implement further monitoring measures or review the KPI thresholds as and when reasonably required during the Agreement Period. In respect of KPIs this will be no more frequently than annually.
- 14.54. In the event the Provider at any time during the Agreement Period suspects that it will or may fail to meet any of its obligations regarding the Services and the Provider's delivery thereof, including the Bolton Quality Standards and those measured by the KPIs, the Provider shall notify the Authority promptly. Consideration will at this time be given as to next steps through the review and evaluation of an assessment of risk.

Appendix 1: Contact Details

Contact details for teams the Provider will work with:

The Homecare Bookings Team	homecarebookings@bolton.gov.uk
Care Management	adultsnorthdistrict@bolton.gov.uk adultssouthdistrict@bolton.gov.uk adultswestdistrict@bolton.gov.uk
Community Learning Disability Team	cldtduty@bolton.gov.uk
GMMH Adult CMHT and MH Early Intervention Team	BoltonOACMHT@gmmh.nhs.uk functionalcmhtduty@gmmh.nhs.uk
Adults Safeguarding Team	SafeguardingAdults@bolton.gov.uk
Quality Assurance	Quality@bolton.gov.uk
Commissioning	Commissioning@bolton.gov.uk

Appendix 2: Bolton Quality Standards

The Provider must be registered to provide personal care with the Care Quality Commission (CQC) and will maintain registration throughout the duration of this Agreement. Therefore, the regulations required for registration (and their associated standards), and the ongoing monitoring of the achievement of said regulations and standards are not duplicated within the below. The Provider must comply with all relevant legislation that relates to the operation of their business.

The Quality Standards below will be monitored through the Quality Assurance Framework (QAF).

Quality Standards	
1.	<p>Within 1 week of a commissioned package of care commencing, the Provider will have completed and agreed <i>with</i> the service user and/or family/advocate the person-centred care plan to be delivered. This will include confirmation of actual times of visits within the Time Bandings commissioned.</p> <p>N.B for those services commissioned under Lot 2 the person-centred care plan will include details of how any block commissioned hours will be deployed.</p>
2.	<p>Throughout the duration of the package, the Provider will refer any significant changes in need back to the Local Authority, which could result in a change to the package. This may include (but is not limited to) information which indicates:</p> <ul style="list-style-type: none"> • an immediate/emergency change to Support Plan is required; • the Support Plan needs reducing based on a pattern e.g. regularly cancelling visits • the Support Plan needs increasing based on a pattern e.g. visits regularly taking longer than commissioned. <p>N.B A pattern could be considered as being identified over a 1-3 month timeframe.</p>
3.	<p>Throughout the duration of the package, the Provider will escalate to relevant professional without delay any concerns in the service user's health and wellbeing.</p> <p>Professionals may include (but is not limited to):</p> <ul style="list-style-type: none"> • General Practitioner (GP) • District Nurses • Community Health Services e.g Speech and Language, Occupational Therapy • Emergency services (depending on and appropriate to the circumstances) • BARDOC • Falls Team • Community Mental Health Teams / Services <p>In line with the agreement confirmed within the Care Plan, the Service User's next of kin or primary identified contact must also be informed.</p> <p>The Provider will be able to evidence this escalation.</p>
4.	<p>Throughout the duration of the package, a Provider representative will attend all Service user reviews that they are invited to by Care Management.</p>
5.	<p>Care records must be:</p>

	<ul style="list-style-type: none"> • Person Centred • Legible • Auditable (including date/time/author/amendments) • Contemporaneous • Free of jargon or unnecessary abbreviations • Factual and succinct • Written in respectful and informative language • Evidenced based • Reviewed and updated timely (in line with Providers policy) 				
6.	<p>Where the Provider has an Electronic Care Recording system in place, there will be a documented process for accessing relevant information for:</p> <ul style="list-style-type: none"> • The service user/Family/advocate • Care management • Health professionals • Emergency service professionals (this must include an out of hours option) 				
7.	<p>Where the Provider has an Electronic Care Recording system in place, the Provider will have in the service users' home as a minimum:</p> <ul style="list-style-type: none"> • A copy of the documented process for accessing relevant information • A copy of the current Care Plan and risk assessments • Contact details for the Provider (including out of hours) 				
8.	The Provider will be signed up to the Authority's provider portal within 3 months of accepting the first commissioned package of care.				
9.	<p>The Provider will submit their ECM actual data on a weekly basis via the provider portal.</p> <p>N.B if a Provider has not yet procured an ECM system, then invoices with supporting data will be manually submitted on a weekly basis via the portal.</p>				
10.	The Provider will not submit ECM actual data more than 3 months old without prior agreement from the Local Authority's Quality Assurance and Improvement Team.				
11.	There will be zero tolerance in relation to missed visits, this will be monitored via the ECM data submitted by the Provider.				
12.	<p>Within 6 months of accepting the first commissioned package of care, The Providers will have completed the Data Security Protection Toolkit (DSPT) to at least 'standards met'</p> <p>N.B the Provider will update this submission annually.</p>				
13.	<p>The Provider is expected to ensure consistency of carers for established packages of care (in place more than 4 weeks)</p> <p>The following ratios will be met:</p> <table border="1"> <tr> <th>Number of Visits</th><th>Max. No. of Carers</th></tr> <tr> <td>1-3</td><td>2</td></tr> </table>	Number of Visits	Max. No. of Carers	1-3	2
Number of Visits	Max. No. of Carers				
1-3	2				

	4-6	3	
	7	4	
	8-14	5	
	15-21	7	
	>22	9	
	N.B for double handed packages the maximum number of carers is doubled.		
14.	The Provider will have an effective induction programme in place that also includes how the Provider will ensure staff are able to provide the Service in a way that acknowledges and respects Service Users' gender, sexual orientation, age, ability, race, religion, culture, lifestyle, and communication needs. This will include (but is not limited to) <ul style="list-style-type: none">• Staff being aware of their responsibility to ensure the communication with service users is effective.• Staff being aware of the different cultural backgrounds within Bolton and how to provide effective care to all.• Staff being trained in maintaining professional boundaries.		
15.	The Provider will be expected to meet the requirements of the Bolton Adult Social Care Training Framework, which will be provided. N.B this is a minimum requirement, additional training must be delivered to staff caring for service users with specific/additional needs. The Provider is expected to assure themselves of the effectiveness of the training delivered through a series of competency checks and direct observations of practice.		
16.	The Provider will be expected to meet the requirements of the Medication audit commissioned by the Local Authority. The audit comprising of a sample check on the records of the Service Users to whom they deliver a Service. A summary report shall be generated by a qualified Domiciliary Pharmacist, and the Provider will be informed of the outcome. There is an expectation that the Provider will achieve >80 percent.		
17.	The Provider will work with the Local Authority to support service improvement initiatives either at individual Provider level or sector wide. This may include (but is not limited to): <ul style="list-style-type: none">• Responding and learning from complaints• Responding and learning from safeguarding enquiries• Responding and learning from external audits.• Attendance at provider forums• Actively participating in ad-hoc engagement activity• Responding to feedback requests		

APPENDIX 3: Key Performance Indicators (KPIs)

1. Introduction

- 1.1. The Authority shall measure the Provider's delivery of the Services using the KPIs.
- 1.2. The Authority shall use the following KPIs to measure the Provider's delivery of the Services for Lot 1 and Lot 2:
 - KPI 1 - Manual Overrides of the ECM system to be set to a tolerance of 15 percent (moving to 5 percent over the duration of the contract).
 - KPI 2 - Support Worker Quality.
 - New KPIs to be developed – these shall differ for Lot 1 and Lot 2, with the focus of Lot 2's KPI being the monitoring of wellbeing and independence.
- 1.3. The Provider shall be paid the Enhanced Hourly Rate, detailed in Appendix 4 if it meets the specified KPIs.
- 1.4. The Provider must achieve KPI 1 in each of the four [4] weeks contained in a Payment Period.
- 1.5. It is a requirement that the Provider achieves KPI 1 in a Payment Period, the Authority will then measure the Provider's delivery of the Services against KPI 2.
- 1.6. Providers shall be eligible for the Enhanced Hourly Rate, detailed in Appendix 4, if the Provider:
 - Achieves KPI 1 in each and every week in a Payment Period, and
 - Achieves KPI 2, compliance level of 70% or more in respect of the Support Workers' skill levels in each four [4] week Payment Period,
 - Any additional KPIs developed, will be confirmed.
- 1.7. **KPI 1 – Manual Overrides**
- 1.8. In accordance with Appendix 5 the Provider shall record its delivery of the Services using the ECM System.
- 1.9. When delivering the Services, the maximum tolerance for Manual Overrides is 15 [fifteen] percent per week over each and every Payment Period. This shall move to moving to five [5] percent over the duration of the contract. Therefore, no less than 85 [eighty five] percent of all Visits taking place in respect of Lot 1 each week must be logged in Real Time (both start and finish times).
- 1.10. Manual Overrides will be measured using data from the ECM reports which the Provider must produce and deliver to the Authority in accordance with Appendix 5 of this specification.
- 1.11. The Provider shall be eligible to receive the Enhanced Hourly Rate, in respect of Service User Group One, if 85 [eighty five] percent or more of all Visits taking place are logged in Real Time, this includes both start and finish times in each of the four [4] weeks of a Payment Period.

1.12. **KPI 2 - Support Worker Quality**

- 1.13. The Provider is required to provide consistency in respect of the skill level of the Support Worker it uses to deliver the Services. KPI 2 measures the number of Support Workers employed in delivery of the Services who have worked for the Provider for 12 [twelve] weeks or more and have achieved or are working towards achieving, level 2 or level 3 of the QCF in Health & Social Care (or equivalent qualification including but not limited to Level 2 or 3 of the NVQ in Health and Social Care).
- 1.14. The Authority shall use the information which the Provider submits to the Authority for each and every Payment Period via the Provider Activity Return, to measure this KPI 2.
- 1.15. The Provider shall be eligible to receive the Enhanced Hourly Rate in the event that the Provider achieves a compliance level of 70 [seventy] percent or more in respect of the Support Workers' skill levels in each four [4] week Payment Period.
- 1.16. The Authority, acting at its absolute discretion, reserves the right to waive the requirement for 12 [twelve] weeks' continuous employment during the first 12 [twelve] weeks of the Agreement Period.
- 1.17. The Authority may review the KPI thresholds during the Agreement Period annually, in alignment with the annual Fee review.

Appendix 4: The Fee

1. The Standard Hourly Rate and the Enhanced Hourly Rate

1.1. At Commencement Date, the Authority shall pay all Fees. The Standard Hourly Rate and Enhanced Hourly Rate shall comprise the Fees, and are agreed under each CPA as follows:

- **For Lot 1**

- Standard Hourly Rates of £23.06 per hour
- Enhanced Hourly Rate of £23.56 inclusive of additional £0.50 per hour for achievement of KPIs
- Payments under Lot 1 shall be based on Actual Time, the minimum duration of a Visit shall be 15 [fifteen] minutes.

- **For Lot 2**

- Standard Hourly Rates of £23.26 per hour
- Enhanced Hourly Rate of £23.56 inclusive of £0.30 per hour for achievement of KPIs
- Payments under Lot 2 shall be based on Commissioned Time, the minimum duration of a Visit shall be 15 [fifteen] minutes.

1.2. If the Provider achieves the KPIs to qualify for the Enhanced Hourly Rate for any Payment Period, the Authority shall pay the Enhanced Hourly Rate from the applicable date and for the applicable Payment Period(s) following reconciliation of monitoring data relating to the KPIs.

1.3. The Authority will pay all Fees due to the Provider for each Payment Period under each CPA retrospectively and within 30 days of receipt of submission of data to the Provider Portal showing:

- Actual Time delivered for Lot 1
- Commissioned Time delivered for Lot 2.

2. Mileage

2.1. For Services delivered under Lot 2 The Provider is entitled to claim for mileage where this is specified in the CPA, where the Staff are providing transport for the Service User. This shall be paid by the Authority during the Agreement Period at rate of £0.45 pence per mile (the rate of payment is linked to the rates set by HMRC [Travel — mileage and fuel rates and allowances - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/travel-mileage-and-fuel-rates-and-allowances)).

3. Review of the Fees

The Authority will undertake an annual fee setting process, with any changes to the Standard Hourly Rate and the Enhanced Hourly Rate implemented the first Monday following 4 April. The timetable for this is determined by the Authority's budget setting process as well as requirements under the national benefits system.

The Authority will set the Fee levels in accordance with relevant legislation and, where appropriate, any relevant guidance, it will, where possible, undertake consultation with Providers as part of the fee setting process.

Appendix 5 Technical Specification for Providers of Home Care Services for Electronic Care Monitoring Systems

1. Overview

- 1.1. The Authority intends to use the information from the Electronic Call Monitoring (ECM) system to charge customers, pay Providers, and generate data to monitor performance. This document sets out the requirements for an ECM system. Providers **MUST** select and implement a system that satisfies ALL of the requirements set out here.
- 1.2. The Lead Providers must have and use an ECM system that fully meets the following specific requirements at the Commencement Date of this Agreement; Framework Providers must adopt an ECM system within six [6] months of the Commencement Date of this Agreement.
- 1.3. The Provider's ECM system and its use shall comply with the requirements of the [Data Protection Act \[2018\]](#) this includes the General Data Protection Regulations (GDPR) and other laws governing the use and storage of electronic information.
- 1.4. The Provider's ECM system should be able to support the electronic transfer of data in a secure manner and the Provider must use a secure e-mail address.
- 1.5. The ECM system must be able to store an audit trail of information such as, user created, date created, user altered, date altered to determine if Visits are being recorded in real-time or entered in batches.
- 1.6. For monitoring purposes, when requested the Provider must be willing to allow the Authority access to original data sources, prior to any modification by the Provider.
- 1.7. The ECM system must be able to record electronically and in Real Time when working in a domiciliary setting (i.e. a Service User's home).
- 1.8. The ECM system must provide Real Time analysis throughout the periods that Services are being delivered, including any periods beyond those originally scheduled for individual Service Users.
- 1.9. The ECM system must support geo-location tagging and have the maximum distance set at no more than 20 [twenty] metres.
- 1.10. The ECM system specification and requirements must be based on the information received at the present time. ECM systems must be flexible and easily upgraded or modified to cope with future demands when requested by the Authority.
- 1.11. The Provider must set up a Service User record on the ECM system and the information that the ECM system must record for every Visit is as detailed below:
 - The identity of the Service User in the format of surname, first names all contained within one cell, sorted alphabetically in surname order.
 - Their Service User ID number, provided on the Referral documentation.
 - The NHS Number.
 - The location of the Service.
 - Details of the Referral.

- Identity of each Support Worker(s) providing support (their name in the format of Surname, Forename) or a unique reference number that allows a support worker to be identified.
- Clear identification where two Support Workers are providing support on the Visit and full details for both Support Workers must be recorded.
- The date, start time, end time and the duration of visit for both planned (scheduled) and actual for every Service User receiving Services.

1.12. The Provider's ECM system must always automatically identify Manual Overrides as being such and be incapable of being overridden in this respect. It must also have the capacity to record reasons for the manual override and the Provider must always record this.

1.13. Manual overrides are only permitted in the following exceptional circumstances:

- If Support Workers are unable to log in and/or out in very exceptional circumstances (for instance the Service User is found upon arrival to be seriously ill); or
- In the event that the Service User cancels the Visit but gives the Provider less than 12 [twelve] hours' notice, the full ordered time should be entered manually on the ECM system, but clearly identified as a Visit cancelled by the Service User without sufficient notice (and noted as a Frustrated visit on ECM returns). This includes situations in which the Support Worker arrives at the property and is informed that no support is required. However, if the Support Worker provides support, but is asked to finish their visit early for any reason, then they must log out using the ECM system in Real Time; or
- If a period of the Service takes place entirely outside of the Service User's home. However, if the visit starts or finishes at the Service User's home then the Support Worker must log in or out using the ECM system; or
- If the Provider's ECM system partially or wholly fails for any reason, including failure of a telephone network and the Provider must supply confirmation of this from the Provider's ECM System supplier or such other independent source that may be relevant.

1.19. Should the Service User have an unplanned hospitalisation or other similar emergency situation and no service has been delivered, the Provider will not manually enter visit times on the ECM system, however instead shall:

- Record on the ECM an explanation as to why the visit was not delivered as planned.
- Record the full duration of the ordered visit(s) should be recorded outside of the ECM system.
- Invoice separately for such visits. This is so that the Service User is not charged in these circumstances.

2. ECM Data Returns

2.1. Instructions for the submission of ECM data returns:

- The ECM data returns must be completed on a weekly basis.
- The return period should cover Monday to Sunday.
- The ECM data returns will be submitted via the Provider Portal and must be received within two weeks of the end of the period.

2.2. The below four files must be submitted:

Return name	Content	Filename
Actual data	Every item of care delivered	XXXXXXX_AD_YYYYMMDD.csv
Quality data	Every item of care delivered	XXXXXXX_QD_YYYYMMDD.csv
Subtotal	Subtotal of care delivered, 1 line for each Service user	XXXXXXX_ST_YYYYMMDD.csv
Total	Total summary of all care delivered	XXXXXXX_WT_YYYYMMDD.csv

2.3. Returns **must be in csv format**, where the **XXXXXXX** is the Provider reference number, which shall be provided by the Authority, and the **YYYYMMDD** is the last date of the period.

2.4. If one or more fields is not required, it must still be represented in the file by a comma so that the total number of commas per row is one less than the number of fields in each file.

2.5. Data files must be submitted electronically via the Provider Portal.

2.6. The data return **must** include all visits purchased directly by the Authority and **must not** include visits purchased by the Independent Living Fund, direct payments, NHS Bolton and privately funded work).

2.7. The four files to be submitted are:

2.8. File 1 - Actual data - csv file specification

Column Name	Data Type	Required	Notes
Service	Text (100)	Yes	Supplied by the Authority
ServiceLevel	Text (100)	Yes	Supplied by the Authority
SSRef	Text (50)	Yes	Supplied by the Authority
Date	Date, YYYYMMDD	Yes	If IsTimetabled=0 this is the date the Actual week starts and must be on the correct day of week.
IsTimetabled	1	Yes	Will always be = 1
TimetabledQuantity	Decimal	No	Will always be blank
TimetabledEntryTime	Time, hh:mm	Yes	
TimetabledExitTime	Time, hh:mm	Yes	
TimetabledIsFrustrated	0=No or 1=Yes	Yes	0 indicates visit made, 1 indicates a missed visit
WeeklyActualQuantity	Decimal	No	Will always be blank
WeeklyFrustratedQuantity	Decimal	No	Will always be blank
WeeklyMissedQuantity	Decimal	No	Will always be blank
WeeklyExtraQuantity	Decimal	No	Will always be blank
WeeklyNumberOfVisits	Integer	No	Will always be blank
Comments	Text	Conditional	If TimetabledIsFrustrated = 1 then a comment must be left
CarePackageLineItemID	Integer	Yes	

2.9. File 2 - Quality data – csv file specification

Column Name	Data Type	Required ?	Notes
Surname	Text (100)	Yes	Supplied by the Authority
Forename	Text (100)	Yes	Supplied by the Authority
Service	Text (100)	Yes	Supplied by the Authority
ServiceLevel	Text (100)	Yes	Supplied by the Authority
SSRef	Text (50)	Yes	Supplied by the Authority
CarePackageLineItemID	Integer	Yes	Supplied by the Authority
Postcode	Postcode	Yes	Supplied by the Authority
CommissionedTimeBand of visit	Integer (1-9)	Yes	Reasons listed in table 1 below
ScheduledDate	YYYYMMDD	Yes	
ScheduledStartTime	Time, hh:mm	Yes	
ScheduledEndTime	Time, hh:mm	Yes	
ScheduledDuration	Integer	Yes	Minutes
TimetabledIsFrustrated	0=No or 1=Yes	Yes	0 indicates visit made, 1 indicates a missed visit
CarersRequired	Integer	Yes	Must be 1 or 2
CarerOneID	Text (50)	Yes	
CarerTwoID	Text (50)	Conditional	If CarersRequired = 2 then field is required
ActualDate	YYYYMMDD	Yes	
ActualStartTime	Time, hh:mm	Yes	
ActualEndTime	Time, hh:mm	Yes	
ActualDuration	Time, hh:mm	Yes	
ManualOverride	0=No or 1=Yes	Yes	
ManualOverrideReason	Integer (1-7)	Conditional	If ManualOverride = 1 then field is required Reasons listed in the table 2 below
ManualOverrideNotes	Text (100)	Conditional	If ManualOverride = 1 then field is required This must include further information relating to the manual override

2.10. File 3 - Subtotal data – csv file specification

Column Name	Data Type	Required ?	Notes
Surname	Text (100)	Yes	Supplied by the Authority
Forename	Text (100)	Yes	Supplied by the Authority
SSRef	Text (50)	Yes	Supplied by the Authority
SubtotalOrderedVisits	Integer	Yes	
SubtotalScheduledVisits	Integer	Yes	
SubtotalActualVisits	Integer	Yes	
SubtotalDoubleUpVisits	Integer	Yes	
SubtotalCarersUsed	Integer	Yes	

SubtotalOrderedDuration	Integer	Yes	Mins
SubtotalScheduledDuration	Integer	Yes	Mins
SubtotalActualDuration	Integer	Yes	Mins

2.11. File 4 - Total data – csv file specification

Column Name	Data Type	Required?	Notes
ProviderReference	Text	Yes	7 digit Provider ref supplied by the Authority
TotalServiceUsers	Integer	Yes	
TotalOrderedVisits	Integer	Yes	
TotalScheduledVisits	Integer	Yes	
TotalActualVisits	Integer	Yes	
TotalCarersUsed	Integer	Yes	
TotalOrderedDuration	Integer	Yes	
TotalScheduledDuration	Integer	Yes	
TotalActualDuration	Integer	Yes	
TotalMissedVisits	Integer	Yes	
TotalManualOverrides	Integer	Yes	

2.12. Table 1 - The options for “CommissionedTimeBand” are as follows:

	Visit		From
1	Breakfast	Early	7:00am to 8:30am
2		Late	8:31am to 10:30am
3	Lunch	Early	11:00am to 12:30pm
4		Late	12:31am to 2:00pm
5	Tea	Early	3:00pm to 4:30pm
6		Late	4:31pm to 6:00pm
7	Bed	Early	6:01pm to 8:00pm
8		Late	8:01pm to 11:00pm
9	Continuous overnight Service		10:00pm to 07:00am

2.13. Table 2 - The options for “Manual Override Reason” are as follows:

Value	Reason
1	<i>Number value no longer in use but retained for business continuity purposes.</i>
2	<i>Number value no longer in use but retained for business continuity purposes.</i>
3	Support Worker is unable to log in or out in very exceptional circumstances (for instance the Service User is found upon arrival to be seriously ill).
4	The Service User cancels the visit but gives the Provider less than 12 hours' notice. Please note this must be identified as a Frustrated visit on the ECM data return
5	There is no access to a Service User's home when this is expected then the full time spent by the Support Worker(s) trying to gain access should be entered as a manual over ride and is chargeable to Service User.

	Unless it is identified that the Service User has had an unplanned hospitalisation or another similar emergency situation has arisen, which is not chargeable to the Service User.
6	The period of Service takes place entirely outside of the Service User's home.
7	Provider's ECM System partially or wholly fails for any reason, including failure of the phone/Wi-Fi network.

2.14. **Real Time Alerts**

2.15. Real Time alerts should be set for every Service User so that the ECM system identifies to the Provider any late or missed visit or when care is planned to take place outside pre-set commissioning parameters. The timing of the alert in relation to the Scheduled Time for the start of the Visit may vary according to the assessed risk for the Service User arising from a delayed or missed visit.

2.16. The Provider must monitor the ECM system in Real Time throughout the periods that the Services are actually being delivered, including any periods beyond those originally scheduled for individual Service Users.

2.17. The ECM system must be able to produce weekly reports detailing the number of Visits where a Real Time alert was raised, and these should be made available to the Authority upon request. The ECM system's report must include information on the name of the customer, the date and time the alert was raised, the time the alert was resolved, and the actions taken.

2.18. Real Time Alerts shall be set at 30 [thirty] minutes for all Visits unless they are time critical, i.e., medication or meals for diabetics etc. in which case they could be less.

2.19. **Standards relating to ECM**

2.38. Performance shall be measured in the following areas:

2.46. The actual time and duration of Visits compared with the ordered time and the Provider's Scheduled Time. If Service Users consistently require either more or less time than the Authority have ordered then the Provider must request a reduction, increase or review;

2.47. Number of Manual Overrides (KPI 1)

2.48. Number of Visits that were missed and for which no support was provided.

2.49. Actual time of Visit compared to the Scheduled Time (within a 30 minute tolerance);

2.50. The number of Support Workers used within a week (maximum number identified within the Bolton Standards) to encourage consistency;

2.51. Timely submission of ECM data reports

2.52. Length of Actual Time of visit compared to Scheduled Time (the tolerance is 80 [eighty] percent).