



**INDIVIDUAL AGREEMENT FOR THE PROVISION OF HOME CARE AND  
SUPPORT**

**SPECIFICATION**

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## **DEFINITIONS**

A & E	accident and emergency
Advocate	person/s who represent and support Individuals
Annual Review	annual review of the SSAQ support plan undertaken by the Care Manager/Care Co-ordinator
Assessment	the method by which the Individual's needs are determined by the Council
Care and Support	registered domiciliary care as defined by CQC and also the provision of non-personal and housing related support and re-ablement
Care Manager/Care Co-ordinator	a person, who may or may not be an employee of the Council, who is appointed to develop a support plan aimed at meeting the assessed needs of an Individual
Contractor	A voluntary, private or statutory organisation, which provides the home care and support Service.
Contracts Officer	the person appointed by the Council to liaise with the Contractor in respect of matters relating to this Agreement
Contractor Support Plan	support plan drawn up by the Contractor
CQC	Care Quality Commission
Department of Health	a national heatwave guidance written by the Department of Health

Heatwave Plan	
Department of Health Cold Weather Plan	a national cold weather guidance written by the Department of Health
DOLs	Deprivation of Liberty Safeguards
Essential Standards Of Quality and Safety	the new registration system of the CQC for health and adult social care which requires services to meet essential standards of quality and safety that respect Individual's dignity and protection of their rights
Focus on Undernutrition	the focus on undernutrition service providing a standardised approach to the management of undernutrition and training in the community
GP	general practitioner
Hospital Passport	a document which sets out an Individual's health needs
Individual	person(s) accessing the Services by the Contractor under the terms of this Contract
Individual's Guide	a document available to Individuals setting out the Contractor's terms, conditions, and information about the Services
Initial Review	review undertaken by the Care Manager/Care Co-ordinator at the 6 (six) week introductory stage of an Individual Agreement
MAR	Medication Administration Record
National Minimum Data Set (NMDS)	the NMDS collate information from social care employers to provide outstanding workforce intelligence relied upon by government, strategic bodies, employers and individuals to make decisions that will improve outcomes for people who use adult social care services
NMC	Nursing Midwifery Council
Professionals	staff from other organisations with specialised health related qualifications. e.g. general practitioners, nurses, dietician, consultants, community psychiatric nurses, opticians, ophthalmologists

Representative	lasting/enduring power of attorney; deputy/receiver by the court of protection pursuant to a court order
Review	the process by which an Individual's needs are re-evaluated following a time of experiencing the Services
Service	the service as defined in the specification for care and support for adults
Statement of Purpose	a document outlining the service that the Contractor delivers as per CQC guidance
Strategic Commissioner	A commissioner responsible for commissioning Adult Social Care within the Council.
Supported Self Assessment Questionnaire (SSAQ)	is a document which records the Individual's needs and what support they might need to carry on living independently in the community
SSAQ Support Plan	the Council's support plan developed from the Supported Self Assessment Questionnaire
Staff	any individual used by the Contractor to provide the Services including employed staff, temporary staff, agency workers, sub-contractors, volunteers, trainees, and students
Statement of Purpose	a document submitted to CQC, which sets out information about the Services in line with Schedule 3 of the CQC (Registration) Regulations 2009
Support Plan	the Care Manager/Care Co-ordinator completes a Support Plan detailing an Individual's assessment and outcomes ( Council's Support Plan ). The Contractor completes their own Support Plans ( Contractor's Support Plan ) detailing how the Individual will receive care, treatment and support, and the level and type of assistance to be provided to ensure that the assessed needs of the Individuals are met, e.g. support plans, risk assessments, reviews
The Council	Darlington Borough Council

## **PART A**

### **1. INTRODUCTION**

- 1.1 This specification is for the provision of care and support to an eligible Individual. It sets out the Services to be provided under the Agreement, in particular, the outcomes that the Council wants to achieve.

### **2. WHAT THE COUNCIL IS AIMING TO ACHIEVE**

- The Individual being able to remain in the community environment of their choice.
- To support unpaid and family carers to continue in their caring role.

### **3. AIM OF THE AGREEMENT**

- 3.1 The Contractor must reflect these key elements in providing the Service:

- to ensure that the best outcomes are being achieved for the Individual, their family and unpaid carers.
- to encourage and support the Individual's ability to self care and maximise their independence.
- to improve the Individual's health and well-being and ensure a safe environment thus reducing hospital admissions.
- to recognise the Individual's identity and personal preference. Treat the Individual with respect and enable them to maintain dignity at all times.
- to assist the Individual where possible to maximise their independence, without creating dependence, using a 'doing with' rather 'doing for' approach that embodies the principles of person-centred support.
- to encourage the Individual to make their own decisions and to give them an expanding range of choices about how they lead their life.
- to acknowledge that the Individual has the right to take risks in their life and should enjoy the right to a lifestyle choice.
- listen and respond to the Individual, their relatives, friends and staff.
- to provide a flexible and innovative service that can adapt a variety of approaches depending for example, on their changing level of functioning and personal choice.

- 3.2 The Council's vision for social care is driven by a strong commitment to prevention, personalisation, and safeguarding, which is integral to related strategies for the area and meets local and national priorities as expressed

in the Strategic Needs Assessment (SNA). A copy of which can be found on the Council's website at [www.darlington.gov.uk](http://www.darlington.gov.uk).

- 3.5 The Council believes that support needs to focus on the outcomes to be achieved. This shall enable the Services to be provided with a truly personalised approach, placing the outcomes that matter to the Individual at the heart of the service delivery.
- 3.6 The Council believes that the quality of the service can be measured by monitoring whether the outcomes (as further described within clause 4. Outcomes) are achieved, together with the following four factors:-
  - 3.6.1 Effectiveness – *getting it right the first time*. The focus of the Services should be to achieve the best possible outcomes for the Individual in their circumstances. For example, maintaining the Individual's independence should be a major outcome.
  - 3.6.2 Experience – *a positive experience of care and support*. The Individual should be treated with dignity and respect, and where possible direct their own support. There should be an active role for the Individual and their unpaid carers and supporters.
  - 3.6.3 Safety – *protecting vulnerable people*. This includes protecting the Individual from avoidable harm, ensuring risk and choice are balanced appropriately, and setting essential safety standards.
  - 3.6.4 Efficiency – *ensuring value for money together with high quality services*, achieving the best outcomes, under any circumstances. This will include the provision of preventative services, early intervention and better integrated working with the NHS and Clinical Commissioning Groups of which GP's are central.

#### **4. OUTCOMES**

- 4.1 This is an outcomes-focused specification, which leaves scope and flexibility for the Contractor to organise care and support delivery in a range of ways to achieve the required outcomes. The required outcomes are detailed in Appendix A – Outcomes and Outputs Table.

##### **Outcomes and Outputs**

- 4.2 Outcome-focused services are fundamentally person-centred in approach, recognising that each Individual is unique and will have different requirements. Outcomes relevant to the Individual will be stated in their SSAQ Support Plan.
- 4.3 This specification is different from previous specifications as it is outcome focused and does not tightly prescribe what Contractors should do in order to achieve the outcomes required. Therefore in providing the Service the Contractor shall achieve and be required to evidence the following

outcomes that are outlined within the Appendix 1 – Outcomes and Outputs Table.

4.4 The outcomes detailed below should ensure that the Individual:

- i) Is valued, involved, has as much control as they want, is listened to, told what is happening, given choices and is at the centre of what is happening to them.
- ii) Retains their independence - ensuring that the Individual's quality of life is maintained by keeping active and alert, maintaining mobility/physical health, maintaining social contact and keeping safe and secure.
- iii) Is supported through change e.g. post operatively, at the end of their life, or where there is a change in provider/carer and in situations where poor care or self care has resulted in a reduction in independence skills.
- iv) Is able to live as part of their local community actively participating as a citizen of Darlington.

4.5 The Council's outcome and output measures echo areas of delivery in the Care Quality Commission (CQC) outcome framework:

- Involvement and information
- Personalised care, treatment and support
- Safeguarding and safety
- Suitability of staffing
- Quality and management
- Suitability of management

## **PART B**

### **1. SERVICE DELIVERY**

1.1 In February 2013 the Care Quality Commission published a report called "Not just a number". The report sets out what people who receive domiciliary support have said what "good looks like, they have also set out what "poor care" looks like. The report can be viewed at:

<http://www.cqc.org.uk/media/cqc-finds-common-issues-undermining-majority-good-home-care>. The Council expects that the Contractor will have considered the report and ensures that the delivery model includes the key messages from this report.

1.2 Care and support services will be required throughout Darlington with availability 24 hours daily, 365 days per year, in order to respond to a wide range of assessed needs.



- 1.3 The Contractor will be expected to provide support to meet the outcomes both at service level as described in Appendix 1 of this Specification, and the Individual's outcomes as identified in their SSAQ Support Plan.
- 1.4 The Contractor will actively monitor service delivery and demonstrate that they are doing so with the involvement of the Individual and where relevant family and unpaid carers.
- 1.5 The Contractor will establish and maintain written records to evidence how the Service has been provided to the Individual and how outcomes and objectives are being met in line with the SSAQ Support Plan. The information recorded must be accurate, clear and concise, and non-judgemental language should be used. Staff must record any major observation or changes that might be of significance to other Professionals and formally advise them where appropriate.
- 1.6 A record sheet/log will be maintained in the Individual's home which records information detailing any significant events in relation to the service provision. The information recorded must be accurate, clear and concise. Non-judgemental language should be used. All interested parties should be informed of the opportunity to make regular comments, at the time of initial assessment.
- 1.7 Where comments are made by family and unpaid carers or other interested parties, these should be communicated promptly to the organisation's management.
- 1.8 Information recorded on this form would include:
- Date and time of visit, with name of Staff and signature
  - Confirmation of the support delivered or deviations from the plan
  - Record of meals taken (where appropriate)
  - Any changes in need
  - Deterioration in physical or mental ability
  - Food refusal
  - Onset of illness
  - Changes on mood or behaviour
  - Changes on sleep patterns
  - Any other significant event
  - Any apparent risk – real or potential
  - Details of financial transactions, where appropriate, unless detailed elsewhere
  - Inability to gain access (retrospectively)
  - Medication record sheet (if required)
  - Progress in meeting agreed outcomes.
- 1.9 The Contractor must ensure that Staff are given appropriate and adequate briefings, in a timely manner, regarding the Individual's needs and specific details of the way in which they are to be met. Staff have a duty to read the

information provided in the Contractor's Support Plan prior to commencing their work with the Individual.

- 1.10 The Contractor will contribute to Reviews of the SSAQ Support Plan, by providing information and full participation in the Review if requested. The Reviews will be co-ordinated by the Council's Care Manager/Care Co-ordinator.
- 1.11 The Contractor must provide the following information at the Review:-
  - 1.11.1 information about progress achieved towards the Individual's outcomes, as specified in their SSAQ Support Plan.
  - 1.11.2 progress in achieving the Individual's outcomes should be measured using the agreed format. This will be reported to the Council using a template agreed with the Contractor.
- 1.12 The Contractor will be expected to evidence variation to types of support given as progress is made towards achieving the Individual's outcomes (as appropriate).
- 1.13 Any agreed changes to the support and the Service to be provided to the Individual will result in a new SSAQ Support Plan being issued, which will be implemented by the Contractor. The Contractor will ensure that their own Support Plans are updated accordingly.
- 1.14 In entering into this Agreement, the parties are committed to the provision of high quality support and both parties will co-operate fully with the other to achieve this.

## **2. SERVICE CONTINUITY**

- 2.1 The Individual will receive their care and support service on a regular basis. The Contractor will inform the Individual on what day they can expect to be visited and approximately at what time. As far as possible, time of day will be in accordance with the wishes of the Individual and/or Carer.
- 2.2 The Contractor's initial assessment will include a discussion with the Individual around their expectation of the service and the number of Staff identified to meet their care and support needs in a standard week i.e. a week where there is no staff sickness or absence.
- 2.3 A weekly timetable should be drawn up indicating the acceptable times for visits (agreed between the Council, Contractor and the Individual) and the Staff who would be expected to visit.
- 2.4 If a member of Staff is unable to visit, the Contractor will take all reasonable steps to inform the Individual with as much notice as possible together with the reason for the cancellation and an alternative appointment. Where this is related to the delivery of personal support

element of the Service the Contractor must notify the Care Manager/Care Co-ordinator when this occurs.

- 2.5 The Contractor must ensure that all Staff are given a proper and adequate briefing of the Individual's needs and the way in which they are to be met, before visiting the Individual.
- 2.6 The Contractor will be expected to make every effort to ensure continuity of the Service to the Individual. This will include taking steps to minimise the number of Staff employed to meet the needs of the Individual.
- 2.7 The Contractor must ensure that a sufficient 'pool' of staff is available to ensure continuity of service during staff holidays or absences for any reason.
- 2.8 The Contractor must be prepared and able to substitute an alternative Staff member at the Individual's request should the relationship between the two not be to the Individual's satisfaction.

### **3. PERFORMANCE MONITORING**

- 3.1 As part of the Annual Review process, the Care Manager/Care Co-ordinator will carry out a review of the Individual's care and support needs. Included within the Annual Review process the Care Manager/Care Co-ordinator will complete a questionnaire with the Individual and/or their supporters that relates specifically to the outcomes. The questions are qualitative in form and relate to different outcomes that are designed to elicit information that can be used to ascertain the standard of the support delivered.
- 3.2 It will be the responsibility of the Care Manager/Care Co-ordinator to address any issues where outcomes are not being met. Information on outcomes will be recorded on the Council's I.T. system, and will be collated on a quarterly basis.
- 3.3 The information collected on outcomes will be considered as part of the performance monitoring and will be used to identify good practice and address poor standards of care.
- 3.4 The Contractor is expected to demonstrate continuous, sustainable improvement over the period of the Agreement.
- 3.5 The Contractor will be expected to provide evidence when requested by the Council on how outcomes are being encouraged and delivered to the Individual.
- 3.6 The Council through a Strategic Commissioner will agree with the Contractor a performance management framework that evidences how outcomes are being met.

#### **4. STATEMENT OF PURPOSE / INDIVIDUAL'S GUIDE**

- 4.1 The Contractor will have in place a Statement of Purpose.
- 4.2 The Contractor will submit a copy of their Statement of Purpose and Individual's Guide to the Council on the commencement of this Agreement and on each occasion the Statement of Purpose and/or Individual's Guide is updated.
- 4.3 The Individual's rights and responsibilities will be set out within the Statement of Purpose and/or Individual's Guide, and the Individual will be given a copy of the Individual's Guide.
- 4.4 The Contractor shall publish within the Individual's Guide clear details of charges for additional services offered outside of this agreement with a clear procedure for collection of charges and terms and conditions. Charges for additional services shall be clearly set out in the Individual's Guide. Any such charges shall be met by the Individual.

#### **5. REFERRAL, ASSESSMENT AND COMMISSION, REVIEW AND DISCONTINUATION OF SERVICE**

##### **5.1 Referral**

- 5.1.1 The Care Manager/Care Co-ordinator will ensure all consensual documentation is completed prior to commencement of the service. An assessment of the Individual's needs shall be co-ordinated by the Council prior to support being delivered; using the self supported assessment questionnaire (SSAQ) incorporating joint working with other health care professionals where appropriate and shared with the Contractor.
- 5.1.2 At this stage there shall be no commitment by the Council to purchase the Service, or the Contractor to provide the Service.
- 5.1.3 The Contractor will ensure that the Individual has access to the Individual's Guide and Statement of Purpose in an accessible format that is suitable for their needs.

##### **5.2 Individual Assessment and Commission**

- 5.2.1 An assessment of the Individual's needs shall be co-ordinated by the Council to identify the eligible needs that will be met through the provision of this specification. The Council will then work with the Individual to develop a SSAQ Support Plan that meets their needs.
- 5.2.6 A summary of need and SSAQ Support Plan (that will include outcomes around the wishes of the Individual) will then be forwarded to the Contractor.
- 5.2.7 In addition the Contractor will be required to undertake a visit to the Individual before the commencement of the service:

- To produce a holistic Individual assessment detailing information of the Individual's physical, psychological, emotional and social care requirements. This will also include the consideration of risk assessments pertaining to the Individual and support staff.
- Provision to include the Individual and their relatives in developing the Contractor Support Plans and any subsequent reports/reviews and their involvement evidenced.
- To provide an appropriate match between the Individual and Staff, which must take into account the needs, cultural and religious requirements of the Individual and their Staff;
- To fulfil responsibilities under Health and Safety legislation;
- To provide the Individual and/or carer with written information about the services to be provided and how these will be provided. A Support Plan will be produced by the Contractor that demonstrates how the SSAQ Support Plan will be achieved and shared with the Individual, carer and Care Manager/Care Co-ordinator (this will include a contact number both in and out of the office hours) and a copy of the Contractor's complaints procedure.

### **5.3 Initial Review**

- 5.3.1 Once the Service is in place there will be an initial Review within 30 working days of the commencement of the Service.
- 5.3.2 Those involved in the Review will include the Individual, the Individual's relative and/or Advocate, the Care Manager/Care Co-ordinator and such persons as the Care Manager/Care Co-ordinator may consider necessary including, where appropriate, the Contractor or their representative.
- 5.3.3 The purpose of the Review is to examine the Individual's needs, whether agreed outcomes have been met since the Support Plan was developed, whether a reassessment is required, what other outcomes have been set, and to establish the Individual's level of satisfaction with the Service.
- 5.3.4 Following a Review the Care Manager/Care Co-ordinator will notify the Contractor of any agreed changes to the Service and issue a new SSAQ Support Plan as appropriate.
- 5.3.5 The Contractor is required to ensure that the Support Plan in place reflects the eligible identified needs of the Individual.

### **5.4 Annual Review**

- 5.4.1 The purpose of a Review is to examine the original and most recent SSAQ Support Plan and to determine what action is necessary in order to continue to meet the Individual's needs.

- 5.4.2 During a Review the Care Manager/Care Co-ordinator will complete a questionnaire with the Individual and/or their relatives to collate data on their experience of the support they are receiving.
- 5.4.3 While the Council will review the needs of the Individual at intervals determined by the Care Manager/Care Co-ordinator, the Contractor must develop their own review process to monitor the Services and to ensure that delivery of the Support Plan is being met. Any change in need which affects the provision of support must be reported to the Care Manager/Care Co-ordinator immediately to allow for a re-assessment of need to be undertaken.
- 5.4.4 A Review may be undertaken at more frequent intervals in the event of a change in need, an emergency situation arising or upon a request by the Individual, the Contractor, or the Council. Other health care professionals may be involved in Reviews as appropriate.
- 5.4.5 The Care Manager/Care Co-ordinator will invite the Individual, any relevant family members (as requested by the Individual), Advocate and Staff familiar with the Individual's needs in the Review process.
- 5.4.6 Reviews will be holistic and may involve other agencies and Professionals. The Care Manager/Care Co-ordinator is responsible for co-ordinating the Review and will inform the Contractor of the arrangements.
- 5.4.7 The Care Manager/Care Co-ordinator will produce an updated SSAQ Support Plan following the Review; this in conjunction with Review documentation will be forwarded to the Contractor, the Individual and/or nominated relative.
- 5.4.8 The Contractor is required to ensure that the Support Plan in place reflects the current care needs of the Individual.

## 5.5 **Service Discontinuation**

- 5.5.1 The Service will be discontinued in respect of the Individual within a reasonable period, minimum of 3 days, specified by the Care Manager/Care Co-ordinator where:
- (a) following a review of the Individual's needs, it is apparent that these have changed to a degree where a level of service is needed which the Contractor is unable to provide, or
  - (b) following a review of the Individual's needs it is apparent that the service is unsuitable for other reasons, which must be specified.

## **6. SUPPORT PLANNING**

6.1 The Contractor will ensure:-

6.1.1 The Individual will have a detailed and appropriate initial assessment prior to commencement of the Service.

6.1.2 Contractor Support Plans will be drawn up using information from initial assessment and with involvement from the Individual and/or Individual's representative (family member/advocate) and signed and dated.

6.1.3 The Contractor shall develop an Individual Support Plan based on the Individual's outcomes highlighted within the SSAQ Support Plan provided by the Council, and which reflect the service outcomes detailed within this specification.

6.1.4 Contractor Support Plans will be reviewed as a minimum quarterly, or when a change in need has been identified, or a review has been requested.

6.1.5 If the Individual lacks capacity to be involved in the support planning and there is no suitable representative this should be documented and the Council should be informed in writing.

6.1.6 Contractor Support Plans must have in place identified outcomes agreed with the Individual that reflect the current care and support needs of the Individual.

6.1.7 Contractor Support Plans must take account of the Individual's cultural requirements, preferred choices, interests, abilities and educational opportunities and meets needs in relation to:

- personal relationships
- emotional needs
- wellbeing
- consent and capacity
- social needs
- spiritual needs
- day time activities
- communication

6.1.8 If the Individual is on the Care Programme Approach or subject to requirements under the Mental Health Act 1983, (e.g. section 117 After-care), the Individual's Support Plan must reflect these requirements. The need for continuation of after care services must be an active consideration at each review where the question of discharge from section 117 is brought to the attention of the multidisciplinary team at support planning reviews.

## **7. RISK ASSESSMENT**

- 7.1 Thorough assessment of risk for complex tasks (i.e. those involving mobilising or medication) should be the basis of service activity and be drawn up in conjunction with the Individual, their family, Advocates and practitioners. The attitude to risk should be proactive and supportive; the assessment should include guidance for staff around minimising risk and contingency planning should an emergency arise.
- 7.2 The Contractor will have a comprehensive policy and procedure which sets out:-
- (a) How the Service will deal with risk.
  - (b) How the Service will empower the Individual i.e. responsible risk taking should be regarded as normal. The Individual should not be discouraged from undertaking certain activities solely on the grounds that there is an element of risk.
  - (c) Guidance which differentiates between planned risks and dilemmas which may occur on a day-to-day basis.
- 7.3 The Contractor must ensure that risk assessments are reviewed quarterly (as a minimum) when a change in need is identified. The Contractor must clearly demonstrate how outcomes as identified in Contractor Support Plans are being met having consideration of any risk assessment.
- 7.4 The level of risk should be understood and agreed by the Contractor, the Individual and their carers/Advocate/representative.
- 7.5 If the Individual has difficulty making decisions a multidisciplinary team of individuals who have knowledge of the needs and abilities of the Individual will be involved in the risk assessment. A record of the decision reached and the signatures of those involved in making the decision shall be recorded on the risk assessment.
- 7.6 Where the decision made by the Individual is identified by the Contractor as being a risk that may cause injury to them or others, and where the Individual does not appear to have any insight into the risks the Contractor shall notify the Care Manager/Care Co-ordinator immediately.

## **8. RESPONSE TO EMERGENCY SITUATIONS**

- 8.1 Home care and support needs to be flexible and speedily accessed as they may be required in an emergency situation at short notice for a brief period of time, in addition to providing long term care in the Individual's own home. It is therefore anticipated that services will be required throughout Darlington with availability 24 hours daily, 365 days per year, in order to respond to a wide range of assessed needs.



- 8.2 The Contractor is required to demonstrate that they have written procedures for dealing with emergency situations and that effective procedures are in place to ensure that in the event of a Staff not being able to obtain a reply or gain entry to the Individual's home, appropriate action is taken without delay to clarify the Individual's whereabouts, and any other necessary action taken.
- 8.3 When an emergency situation is identified by the Staff during the course of their duties it is expected that sufficient and appropriate action will be taken to ensure the immediate health, safety and comfort of the Individual prior to the carer continuing with other planned visits.
- 8.4 A response to an emergency situation may result in an increase in the hours provided. In this instance the Care Manager/Care Co-ordinator will agree whether the extension of Service was necessary and whether a payment should be made.
- 8.5 The Contractor must inform the Care Manager/Care Co-ordinator as soon as possible and no later than the next working day, of any increase in hours provided. Failure to inform the Council and receive authorisation to continue with the increased hours, pending a review, will remove any obligation for the Council to meet the additional costs.
- 8.6 Where the Council commissions a service in an emergency the initial assessment should take place within seventy two (72) hours of the Staff's first visit.
- 8.7 The Contractor must have an effective 'on-call' system in place, which allows members of staff, Individuals or Care Manager/Care Co-ordinator to contact a member of the Contractor's management team during the hours that the Service is provided.

**The following clauses apply where applicable to meet the needs of the Individual and as outlined in the SSAQ Support Plan:**

## **9. HEALTHCARE**

- 9.1 Contractors are required to ensure that Staff, whether or not registered with the United Kingdom Central Council for Nurses, Midwives and Health Visitors to practice in Great Britain, do not initiate or undertake tasks of a nursing nature, which could not be reasonably be expected to be performed by a caring relative or friend. Staff should not therefore perform any clinical nursing procedures such as catheterisation, sterile dressing or the administration of injections. Staff should not introduce non-prescribed drugs and either systemic or topical remedies to the Individual.
- 9.2 The Contractor is required to ensure that Staff have access to the name of the General Practitioner (GP) and where appropriate the consultant, with whom they visit is registered and are aware that whenever the Individual requests assistance to obtain medical attention, or appears unwell and unable to make such a request, that the GP should be contacted without delay.

- 9.3 Where the Individual appears to need the service of a GP but will not give permission for the GP to be contacted the Staff should contact their Manager immediately. The Manager will inform the Care Manager/Care Co-ordinator to discuss the situation. A procedure should be in place, which addresses this issue.
- 9.4 The Contractor must ensure that whenever the Individual is found by Staff to be in need of emergency medical care, the emergency services are contacted immediately, and the Care Manager/Care Co-ordinator informed.
- 9.5 Where the Contractor becomes aware that the Individual has been admitted to hospital the Care Manager/Care Co-ordinator and family/next of kin must be informed as soon as possible.
- 9.6 The Contractor will ensure that no medical treatment shall be given to the Individual without their consent.

## **10. ACCIDENTS/INCIDENTS/FALLS**

- 10.1 The Contractor must ensure that all staff have a basic level of first aid.
- 10.2 The Contractor must ensure all Staff are trained on how to respond in life threatening situations.
- 10.3 If the Individual is unable to communicate effectively, e.g. as a result of injury, confusion or sensory impairment, the Contractor will ensure that, if required, detailed information regarding the Individual's care needs as of before the accident will be conveyed to the relevant health professionals.
- 10.4 Whenever the Individual is referred to an A&E department or admitted to hospital the Contractor must:
- ensure that relatives and the Care Manager/Care Coordinator are informed as soon as possible by telephone or written communication.
  - ensure that the Individual is accompanied to the hospital by a relative or a member of Staff.
  - ensure that information is relayed to hospital staff about the Individual's needs.
- 10.5 The Contractor should encourage and support the Individual to have a Hospital Passport so that information about their needs is available in emergency situations.
- 10.6 The Contractor will ensure that accidents which fall within the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 are reported immediately.

- 10.7 Where a “notification of other incidents” has been submitted to CQC the Individual’s Care Manager/Care Coordinator must also be included in the notification.
- 10.8 The Contractor must have a policy and procedure in relation to falls/accidents prevention which sets out how fall/accidents will be monitored, analysed and the actions the Contractor will take where there has been an increase in falls/accidents.
- 10.9 The Contractor will ensure that they are aware of current good practice, guidelines and legislation in relation to accident and falls prevention.

## **11. MEALS**

- 11.1 It is recognised that meals make a major contribution to the quality of the Individual’s daily life. Where assistance with the preparation of meals is specified within support planning, the contractor will be required to support and assist in the preparation of meals which not only meet the physical needs for an adequate (this may include special diets), nutritious and varied diet, but are also in accordance with the financial, cultural and social preferences of the Individual.
- 11.2 The Contractor must be able to demonstrate that all staff who are involved in the preparation of meals have received training regarding basic food hygiene and have been issued with a certificate in recognition of the completed training.

## **12. NOTIFICATION OF DEATH**

- 12.1 The Contractor will have in place a procedure to inform the relevant parties upon the death of the Individual. This must include reporting the death to family/next of kin, CQC, the relevant Care Manager/Care Co-ordinator and the Council finance section for adult social care.

## **13. KEY HOLDING**

- 13.1 The Contractor must have in place an effective policy and procedure in relation to the use of key safes and the holding of keys to the Individual's home, which demonstrates the need to keep a minimum number of keys and identifies the Staff who holds keys. If the Contractor retains keys to the Individual’s property this must only be with prior knowledge and approval of the Care Manager/Care Co-ordinator.
- 13.2 Where key safes are being used to hold keys the Contractor must ensure that the Individual has taken advice from their insurance company prior to being used to ensure that the use of a key safe will not affect their house insurance.

#### **14. SMOKING/NO SMOKING**

- 14.1 The Contractor will have a policy and procedure which complies with the Regulatory Reform (Fire Safety) Order 2005 (and any subsequent legislation) in relation to risk assessment.
- 14.2 The Contractor must ensure that Staff do not smoke whilst in the Individual's home and the policy and procedure should reflect this.
- 14.3 The Policy and Procedure should take into account if the Individual smokes and the effect this may have on staff.

#### **15. COMMUNICATION WITHIN THE CONTRACTOR ORGANISATION AND WITH THE COUNCIL**

- 15.1 The Contractor shall have in place a mechanism to ensure that information can be passed effectively from senior management to all Staff and from Staff to senior management.
- 15.2 A policy and procedure shall be in place to ensure information relating to the Individual's needs can be effectively exchanged between Staff prior to the commencement of their duties, and where there has been a change in care practices to ensure continuity of care.
- 15.3 Communication methods must uphold the Individual's right to confidentiality.
- 15.4 The Contractor shall have mechanisms in place for communicating effectively with the Council.

#### **16. PETS**

- 16.1 Assistance with the care of pets must only be provided with prior agreement of the Care Manager/Care Co-ordinator and identified in the Support Plan.

#### **17. PERSONAL PROPERTY, FINANCE AND GIFTS**

- 17.1 Contractors must have the following procedures documented and used in practise:
  - (a) Policy and procedures relating to the non-acceptance of gifts or gratuities from the Individual or their carers in return for any services which are provided on behalf of the Council.
  - (b) Policy and procedure for handling of the Individual's money and for the investigation of alleged theft.

- (c) All transactions involving the Individual's funds must be fully documented and receipts provided. Each member of Staff must be provided with receipt books for this purpose.

17.2 When it becomes evident that the Individual is not capable of discharging the day to day management of their financial affairs the Contractor must inform the Care Manager / Care Co-ordinator immediately.

17.3 Where a Contractor has agreed access to the Individual's debit / credit care and PIN (Personal Identification Number) to make purchases as stipulated by the Individual, the Contractor shall have in place policies and procedures to ensure a risk assessment is undertaken along with a signed written agreement between the Individual and the Contractor prior to this commencing. The Individual must be made aware that any such arrangement is at their own risk and the Council shall not be liable for any losses, and any disputes will be dealt with between the Individual and the Contractor. In all instances the Care Manager/Care Co-ordinator must be made aware of any financial arrangement made between the Individual and the Contractor.

## **18. WILLS**

18.1 The Contractor will have a clear policy and procedure in place to ensure that Staff do not become beneficiaries to the Individual's will.

18.2 Staff shall not become a beneficiary to the Individual's will.

18.3 The Contractor will ensure that the Individual has the opportunity of independent advice in relation to drawing up a will.

## **19. INDIVIDUAL'S FINANCIAL RIGHTS**

The Contractor must not become involved in the administration of the Individual's finances or financial transactions.

## **20. QUALITY ASSURANCE**

20.1 The Council is committed to the provision of quality services and sets high standards to achieve this.

20.2 The Contractor will be monitored by the Council against the Agreement twice yearly as a minimum.

20.3 The Contractor must have systems in place to ensure the Individual's and their family/unpaid carers' views are actively sought and responded to positively and mechanisms are in place to collate information, which is used in continually developing how the Service is delivered.

20.4 The Contractor will identify a member of Staff who has designated responsibility to monitor the Contractor's quality assurance process.

20.5 As part of the quality assurance process the Contractor will:

- (a) identify the quality aims and objectives of the Service.
- (b) identify how a quality service is being delivered based on an overall assessment of how it is meeting Specification and individual outcomes based on the Council's aims that identified four factors when providing quality care: effectiveness, experience, safety and efficiency ( as outlined in this specification ).
- (c) identify how the Service demonstrates continuous improvement.
- (d) develop and implement an action plan, which sets out the actions necessary to meet the aims and objectives, service outcomes and identifies a member of Staff who will be responsible for ensuring the actions are implemented and timescales for completion. Completed actions must be signed off by the responsible Staff member.
- (e) develop and implement a review process to monitor progress and identify any new actions required to meet the aims and objectives and service outcomes detailed in this specification.

20.6 Information to inform the Contractor's quality assurance process will be gathered from a number of sources and will include the following as a minimum:-

- feedback from the Individual, family and unpaid carers, Staff, other professionals in the form of questionnaires, minutes of meetings etc
- comments and complaints
- safeguarding investigations
- individual reviews – which will include questionnaires that relate to individual outcomes
- Internal audit processes which document findings, actions, responsible persons and timescales for implementing actions
- good practice guidance
- minutes of meetings – including management, Staff, the Individuals and family meetings

20.7 The Contractor will complete the National Minimum Dataset.

- 20.8 The contractor shall produce a detailed staffing structure for the organisation. This will indicate the managerial relationship between Staff within the organisation.
- 20.9 The Contractor will clarify in writing the level of delegated responsibility given to each member of staff and their role within the organisation.
- 20.10 The Contractor will be expected to comply with requests from the Management Information Section in relation to the collection of data for assessment purposes.

## **21. INDIVIDUAL/CARER INVOLVEMENT**

- 21.1 The Contractor is required to demonstrate that there is a means by which they seek, record and respond to the Individual's and carers' opinions and views taking account of any communication difficulties they may have. Individual involvement will be reviewed and monitored through the contract monitoring and validation process.
- 21.2 The Contractor shall involve the Individual and where appropriate their family and unpaid carers in decisions connected with the package of care and support provided.
- 21.3 Contractors are required to ensure that carers of adults and older people are offered:-
- (a) The opportunity to discuss their needs and the most appropriate ways of offering support to the Individual.
  - (b) Access to appropriate information on help/support available.
  - (c) Support to enable them to live their own lives.

## **22. HEATWAVE PLANNING**

- 22.1 The Contractor must be aware of their responsibilities and the guidance set out within the Department of Health's Heatwave Plan for England 2012, and any successor guidance.
- 22.2 The Contractor must meet the recommendations as set out in the Department of Health's Heatwave Plan for England, which includes, but is not limited to the following key recommendations:-
- 22.3 Provide the Council with an email address to facilitate the transfer of emergency information.
- 22.4 Further information on all the recommendations can be found on the following website: [www.dh.gov.uk/publications](http://www.dh.gov.uk/publications)

- 22.5 The Contractor must have a heat wave policy and procedure in place which is reviewed annually and encompasses the heat wave plan levels and actions that Staff must take to safeguard vulnerable Individuals against the effects of heat.
- 22.6 The Contractor must undertake awareness training with Staff about heat related health risks and appropriate actions to be taken to safeguard vulnerable Individuals in line with the organisation's policy and procedures.

### **23. COLD WEATHER PLANNING**

- 23.1 The Contractor must be aware of their responsibilities and the guidance set out within the Department of Health's Cold Weather Plan for England and any successor guidance.
- 23.2 The Contractor must meet the recommendations as set out in the Department of Health's Cold Weather Plan for England, which includes but is not limited to the following key recommendations:-
- 23.2.1 Ensure that there is a business continuity plan and an emergency plan for severe winter weather, including how to respond to a possible surge in activity and staffing pressures. Make sure that the plan is up to date with key emergency contacts identified.
- 23.2.2 Ensure that Staff are aware of all the guidance on minimising and coping with cold weather related health risks.
- 23.2.3 To advise that rooms should be kept warm and encourage the Individual to wear warm clothing that is appropriate to the temperature and weather conditions, indoors and outdoors.
- 23.2.4 Identify particularly high-risk Individuals.
- 23.2.5 Encourage the Individual to consume warm drinks and food regularly.
- 23.2.6 Ensure staffing levels will be sufficient to cover the anticipated period of severe weather.
- 23.2.7 Repeat messages on risk and protective measures to Staff.
- 23.2.8 The Contractor must have a cold weather policy and procedure in place which is reviewed annually and encompasses actions that Staff must take to safeguard the Individual against the effects of cold.

### **24. MOVING AND HANDLING**

- 24.1 The Council expects that the Individual should be given support in remaining as mobile as possible, whilst recognising the need to provide for the Individual if they choose not to be active. The Contractor is required to provide levels of flexible support and assistance with mobility, in response



to the Individual's ability and motivation, which may vary both throughout the twenty four (24) hour period and from day to day.

- 24.2 The Contractor must have in place a policy and procedure for moving and handling.
- 24.3 The Individual will have a moving and handling assessment and risk assessment which is reviewed annually (as a minimum) unless there is a change in need.
- 24.4 The Contractor will ensure that Staff receive training on how to complete a risk assessment by a suitably qualified person before they carry out assessments.
- 24.5 The Contractor is required to offer assistance to the Individual, as necessary, to obtain and maintain mobility aids, suited to their needs. This will be done by contacting the Care Manager/Care Co-ordinator.
- 24.6 The Contractor must ensure that all Staff assisting with dressing, the fitting of callipers, artificial limbs and other appliances, are aware of the effect of any illness and physical impairment and assist without causing discomfort.
- 24.7 Staff must routinely clean and visually check and record the condition of hoists and slings each time they use the equipment and take appropriate action where a defect is noted.
- 24.8 The Contractor shall ensure that if the Individual needs the use of a wheelchair, they are supported in their use, any adaptations to the chair are used correctly i.e. footplates. Wheelchairs must be checked on a weekly basis for safety. Checks must be recorded.

## **25. COMMUNICATION / SENSORY IMPAIRMENT**

- 25.1 Communication needs should be assessed and appropriate methods utilised.
- 25.2 If the Individual requires a hearing aid, they must be offered any assistance necessary to ensure that the aid is available and functioning throughout the day.
- 25.4 The Contractor must notify the Council when they become aware if the Individual may benefit from specialised equipment to cope, e.g. sensory impairment - talking books or visual alert systems.

## **26. SEXUALITY AND PERSONAL RELATIONSHIPS**

- 26.1 The Individual shall have normal opportunities for emotional expression. In particular the freedom to have intimate and personal relationships with consenting adults; in accordance with The Human Rights Act 1998 Article 12.

26.2 The Contractor shall positively support relationships with relatives and friends.

26.3 The Contractor will ensure the Individual's right to dress/groom in a manner that they prefer is upheld.

## **27. PERSONAL POSSESSIONS**

27.1 The Contractor must ensure that Staff treat the Individual's personal property with care and respect. What appears to be of little value to a member of Staff may be of greater value to the Individual.

27.2 Any item belonging to the Individual can only be disposed of with the permission of the Individual. If any of the Individual's property, including an accumulated property causes a hazard, the Care Manager/Care Co-ordinator must be informed and may result in the need to involve the Council's environmental health staff.

## **28. LEISURE**

28.1 The Contractor will ensure Staff provide support and stimulation to assist the Individual to meet their potential physical, intellectual, emotional and social capacity.

28.2 The Contractor must encourage the Individual to pursue their interests and hobbies and provide facilities to continue and expand these.

28.3 The Contractor must ensure social and leisure Support Plans have been drawn up with the Individual and their family/carers and details cultural requirements, preferred choices, interests, abilities and educational opportunities.

28.4 The Contractor must undertake a risk assessment where activities dictate.

28.5 The Contractor will explain to the Individual any charges for activities, (entrance fees, costs for Staff expenses etc) not included within this Agreement, and detail costs in the Service Users's Guide.

28.6 Any charges for activities not outlined in the Individual's Guide must be agreed by the Individual before the activity is undertaken.

28.7 Opportunities shall be made available for the Individual to access community resources.

28.8 If the Individual is able and wishes to, they shall be encouraged and assisted to visit local shops, theatres, public houses, libraries, leisure centres, cinemas and churches etc. Where Staff accompany them on such visits, uniforms will not be worn.

## **29. EMOTIONAL AND SPIRITUAL CARE**

- 29.1 The Council expects the Individual to be supported in leading a fulfilling life, in which personal aspirations and abilities can be realised.
- 29.2 Contractors are required to ensure that the Individual's emotional, spiritual and cultural needs are recognised and accepted within every element of the care offered and that they receive a sensitive response from all Staff.
- 29.3 The Contractor must be aware of the special needs and requirements of Individuals from specific ethnic, religious and cultural groups and must reflect this in delivery of the Service.
- 29.4 Staff providing the Service must be acquainted with any special requirements associated with personal care, hair care, dress, emotional and spiritual needs (e.g. days of significance and fasting) and customs.
- 29.5 Particular attention may be required to assist the Individual with any feelings of grief they may have with regard to their lost abilities and bereavements, but also any fears and anxieties for the future.
- 29.6 If the Individual wishes to maintain their religious worship, assistance to contact the appropriate church/religious advisor should be offered.

## **30. EQUIPMENT**

- 30.1 The Contractor must ensure that Staff are provided with the necessary equipment, materials and where appropriate protective clothing to complete tasks undertaken, e.g. apron, gloves, first aid kit, circuit breaker and bath thermometer.
- 30.2 Where appropriate British Standard Specification or European equivalent is current. All materials and equipment used shall be in accordance with that standard.
- 30.3 The Contractor should adequately maintain and insure their own equipment and assets and ensure that their safety and condition are maintained throughout the period of use.
- 30.4 Any equipment assessed and provided by any other agency should be used by Staff appropriately and any concerns should be reported to the Care Manager/Care Co-ordinator.

## **31. ASSISTIVE TECHNOLOGY / TELECARE**

- 31.1 Where appropriate, the Contractor will optimise the use of assistive technologies/telecare and will work in partnership with the Council to use these to their best effect. Darlington Telecare Strategy 2011-2014 is

available on the Darlington Borough Council website [www.darlington.gov.uk](http://www.darlington.gov.uk), including the Council's charging policy.

- 31.2 Where the need for assistive technology/telecare is identified this will be agreed with the Care Manager/Care Co-ordinator.

## **32. SECURITY**

- 32.1 The Contractor shall take all reasonable steps to ensure the Individual's safety and the security of their home (mindful of the dangers of open windows/doors).

- 32.2 The Contractor must report any loss of the Individual's money, property or breakage of property to the Individual or their Advocate and to next of kin after gaining consent from the Individual.

- 32.3 Serious losses, breakages or concerns about security should be reported to the Care Manager/Care Co-ordinator and reported via Safeguarding if appropriate.

## **33. TELEPHONES**

- 33.1 The use of the Individual's telephone is only permissible if the call relates to them. Under no circumstances should it be used for the Contractor's or Staff's personal business. Staff should not make arrangements to receive personal calls on the Individual's telephone.

## **34. TRANSPORT**

- 34.1 The Contractor will ensure that:-

- (a) all vehicles are adequately insured for all liabilities and the appropriate documentation valid.
- (b) drivers hold a valid driving licence for the vehicle being driven and observe relevant road and safety requirements.
- (c) where a group of Individuals are being transported in a multi-seat vehicle there must be one or more members of Staff. The ratio of Staff to Individuals must be appropriate to meet Individuals' needs.
- (d) Staff involved in transport are aware of the needs of the Individual and have specific training in issues relating to mobility and wheelchair clamping.

- 34.2 Additional charges for the use of transport will be detailed in the Individual's Guide and Individuals made aware of the charges before using the transport.

## **35. CLOTHING AND LAUNDRY**

- 35.1 The Individual should be encouraged and enabled to undertake their own washing.
- 35.2 Where contracted to do so, the Contractor must ensure that the Individual's clothing is kept clean and in good repair. Washing techniques should be appropriate to the clothing material, and wherever possible washing should be undertaken within their own home. Where soiled clothing is removed from the home to be laundered, this should be undertaken in line with infection control procedures and should not be washed with clothing belonging to any other person, and should be returned to the Individual's home within twenty four (24) hours, unless they have requested a garment be taken to a particular premises for dry cleaning.

**The following clauses apply where applicable to meet the needs of the Individual and as outlined in the SSAQ Support Plan:**

## **36. SLEEP OVER**

- 36.1 The Council will commission a sleep over service where it is assessed that the Individual needs night time support but it is not envisaged that the Staff will be disturbed regularly during the night.
- 36.2 Where Staff are required to undertake sleep over duties under no circumstances should the Staff use the Individual's bedding unless subject to prior agreement and confirmation with the Individual, Care Manager/Care Co-ordinator and Contractor.
- 36.3 The sleep over period will be from 10:00 pm to 7:00 am and will be commissioned at the sleep over rate of £65 per night, or as otherwise agreed in writing.
- 36.4 If a sleep over is commissioned but the Staff member is disturbed and required to provide care and support on more than 2 occasions during the night, Contractors will be paid the hourly rate.
- 36.5 If the pattern of disturbance continues, a review will be undertaken to ascertain whether a waking night will be required on a permanent basis. Evidence of the tasks completed and time spent awake during the night may be required from the Contractor prior to the review to help inform this decision.

## **37. WAKING NIGHT**

- 37.1 The Council will commission a waking night where it is envisaged that a member of Staff will be required to provide care and support throughout the night.
- 37.2 Waking nights will be paid at the hourly rate.

- 37.3 The Contractor will monitor and promptly respond to the Individual's needs during the night.
- 37.4 The Contractor will complete night time checks as agreed in the support plan.
- 37.5 The Contractor should discuss with the Individual's preferences about the time they wish to retire to bed and record this in the Support Plan.

### **38. MANAGEMENT OF MEDICINES**

- 38.1 The Contractor must have in place a policy and procedure which is in line with current legislation and good practice guidance and which gives clear guidelines as to the boundaries and circumstances where a care worker can assist with medication, for example the difference between prompting and administration of medication. The policy and procedure must include training requirements of Staff and how the Contractor will measure the competency of Staff.
- 38.2 Assistance with prescribed medication must only be undertaken where it is identified within the Support Plan (Council's and Contractor's) and where the Staff member is appropriately trained. Staff need to understand the difference between prompting and administration of medication and Staff trained appropriately. Staff must record any assistance given on the record of the care visit kept in the Individual's home and/or the Medication record.
- 38.3 Staff responsible for administering medication must receive training in line with CQC guidelines and adhere to the standards set by the NMC regarding the administration of medicines.
- 38.4 Prior to being allowed to administer medication Staff will be formally assessed by the Contractor to ensure that they are competent and skilled to administer medication. Competency will be assessed by the Contractor thereafter on a six (6) monthly basis, and the Contractor must have records to demonstrate this.
- 38.5 The Contractor will liaise (with the Individual's consent) with the Individual's GP regarding concerns relating to medication.
- 38.6 Medication prescribed (or in the case of homely remedies agreed) by the Individual's GP or consultant shall be administered, in accordance with the prescribed instructions.
- 38.7 The Contractor will have an up to date list of Staff who are qualified and identified as being able to administer medication. A sample sheet of signatures/initials must correspond to the list of Staff signatures on medication administration records and must be available for monitoring purposes.

## **39. NUTRITION AND HYDRATION**

- 39.1 The Contractor will ensure that Staff involved in buying and preparing food receive basic training in the importance of nutrition and hydration. More in-depth training may be required for Staff working with Individuals with complex nutritional needs and special diets.
- 39.2 Staff who are responsible for giving advice and guidance about their diet should only do so if they have had appropriate training and if they are following advice from a dietician/GP or other relevant professional.
- 39.3 Where professional advice has been given by a dietician/GP/other professional the Contractor must ensure this advice is incorporated into the Contractor's Support Plans and followed accurately.
- 39.4 The Contractor must ensure that concerns about poor nutrition and hydration are reported to the Care Manager/Care Co-ordinator.
- 39.5 During the lifetime of this Agreement, the Council may require Contractors to implement Focus on Undernutrition. Contractors are advised that Focus on Undernutrition is good practice and that e-learning is available for Staff - <http://www.focusonundernutrition.co.uk/home>.

## **40. SKIN CARE**

- 40.1 The Contractor will have in place a policy and procedure in relation to skin care.
- 40.2 The Contractor will have in place risk assessments and Support Plan relating to maintaining skin integrity where appropriate.
- 40.3 The Contractor will contact Care Manager / Care Co-ordinator of any concerns regarding tissue viability.
- 40.4 The Contractor should ensure the Individual is supported to use pressure relieving equipment appropriately and as directed by district nurses/tissue viability nurses.

## **41. PERSONAL HYGIENE**

- 41.1 The Contractor must ensure that the Individual receives the level of support and encouragement needed to maintain, regain or develop their personal care skills.
- 41.2 Where assistance is required with an element of personal care the Contractor must ensure the Individual is offered as much assistance as necessary to complete the task to their satisfaction and comfort. Assistance by Staff will be given in a discreet and dignified manner.

- 41.3 The Contractor will ensure that the times and frequency of the Individual's bathing and washing are in accord with their preferences and support plan.
- 41.4 The Contractor must ensure that wherever possible the Individual is given a choice of the gender of the Staff assisting with their bathing.
- 41.5 Where the Individual chooses not to bathe or shower for a period of time and as a consequence their health is at risk or where offence may be caused to other Individuals the Contractor will inform the Council.
- 41.6 Individuals who require the use of a bath hoist must have a moving and handling assessment to determine the control measures needed to ensure safe practice and a Contractor's Support Plan in place detailing the Individual's moving and handling requirements.
- 41.7 Any assistance with bathing from staff should be in accordance with the Individual's Support Plan. Appropriate supervision must be given and the hot water temperature must be tested with a bath thermometer by Staff prior to the Individual accessing the bath. A record should be kept of the Staff responsible and the temperature taken.
- 41.8 Contractors are required to ensure that any worker giving assistance with bathing has received appropriate manual handling training as required by the Manual Handling Operations Regulations 1992 (as amended).
- 41.9 In the event of the Individual experiencing difficulties accessing the bath/shower in a safe manner the Contractor must inform the Care Manager/Care Co-ordinator.

## **42. CONTINENCE**

- 42.1 The Contractor is required to encourage Individuals experiencing continence issues to seek professional advice regarding their condition and refer back to the Care Manager / Care Co-ordinator.
- 42.2 The Contractor is required to:-
- Ensure that Individuals who experience incontinence of urine and/or faeces are offered assistance with washing and changing into dry clothing when necessary. Where identified in the Support Plan, help should be given with the changing of colostomy bags, having sought advice from the continence advisor/stoma nurse and Staff should be able to demonstrate their ability to undertake the task.
  - Offer assistance to the Individual to obtain a supply of incontinence pads and aids from the appropriate agency, sufficient to meet their needs for ongoing comfort, health and hygiene.



- Ensure that where required, commodes and/or chemical toilets are emptied with sufficient regularity to maintain a safe and hygienic living environment for the Individual.

42.3 The Contractor must ensure that infection control procedures are adhered to at all times when dealing with elimination and the disposal of continence products.

42.4 The Contractor must ensure that a Support Plan relating to continence issues is in place and agreed with the Individual.

42.5 Staff involved with such tasks must have received relevant training and undertake regular documented reviews of their competency to undertake such tasks.

### **43. NAIL AND FOOT CARE**

43.1 The Contractor will provide assistance with nail care to the Individual if they require it.

43.2 Where an Individual has Diabetes, suffers from circulation difficulties or has problem nails, such care should only be provided after consultation with a qualified chiropodist responsible for the Individual's foot care.

43.3 Staff who assist with nail care must have received instruction from a qualified chiropodist and have appropriate equipment for the task.