



Generic Specification

for

Specialist Adults Support in Somerset

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1 Background

- 1.1 This Generic service specification describes the overarching aims and outcomes that apply to the provision of all types of care and support to individuals in receipt of services purchased by Somerset Council, which are delivered by the commissioned provider.
Providers must apply for each individual service type subject to the criteria of each service type detailed in the individual specifications, as listed below;
 - Residential
 - Supported Living
 - Domiciliary Care
 - Day Opportunities and Community Outreach
 - Employment Support
 - Respite including Short Breaks
- 1.2 If a requirement stated in this Generic Specification is exceeded in the specification for any Individual Service Type (for example Residential) then the Individual Service Type Specification will take precedence.
- 1.3 It is a statutory requirement that all providers of regulated activity for adults are registered with the Care Quality Commission (CQC). **It is the providers responsibility to ensure that they are appropriately registered for the service(s) they are providing, and that they can evidence this should any query arise.** This includes retaining and, on request, sharing with the Council, any advice or guidance received from CQC. CQC requirements are not duplicated in this specification.
- 1.4 Somerset Council's Adult Social Care Strategy 2023-2026 outlines a vision that, *"In Somerset, we want people to live healthy and independent lives, supported by thriving and connected communities, with timely and easy access to high quality and efficient support when they need it."* This sits within the context of the Council-wide Plan 2023-2027 which aims to, *"... build a fairer, greener, resilient, more flourishing Somerset that cares for the most vulnerable and listens to you."*

2 Scope

- 2.1 This Generic Specification and the Specifications for the Individual Service Types will be provided to Individuals who, **unless otherwise agreed:**
 - Are aged 18 years and over **and**
 - Are Ordinarily Resident in Somerset **and**
 - Have been assessed as having care and/or support needs that meet the National Minimum Eligibility Threshold under the Care Act (2014).
 - OR, individuals who meet the Somerset Council criteria for funded support.
- 2.2 This Dynamic Purchasing Systems is for services and provisions within the Somerset County Boundary, however if a providers registered location is or day opportunities facility is within 10 miles of the Somerset boundary, this can be discussed with Somerset Commissioners.

- 2.3 Residential Care service **MUST** be within the Somerset boundaries. Out of Somerset residential services will be through the appropriate Somerset spot contract mechanism.
- 2.4 Services and providers with registered locations which are further than 10 miles outside of the Somerset boundary, can contact Somerset Commissioners and Contract Officers, to discuss this matter. Providers will be required to present their plans to register a base in Somerset and/or to discuss their business model and how they mitigate risks of not having a local base in Somerset. Approval will be subject to the satisfaction of Somerset Commissioners, Contract Officers and Quality Assurance Officers.
- 2.5 There will be occasions where it is necessary to co-commission a service with commissioners for children, for example where a young person is below the age of 18, is in the process of transitioning from child to adult services and we are seeking to avoid a later service move. Where this is the case, the arrangements will be agreed with the Provider on a case-by-case basis and nothing in the specification or an Individual Service Type Specifications should be read as precluding this from happening.
- 2.6 The Provider will not offer or provide any additional services on a private basis to Individuals that could reasonably be considered likely to undermine the individual outcomes or duplicate the Somerset Council funded support.
- 2.7 The Provider **will not** enter into any arrangement that will result in the Individual becoming Ordinarily Resident in Somerset without the prior written agreement of the Council.
- 2.8 People who arrange their own care using a Direct Payment or Individual Service Fund, will do so as private citizens and, therefore, independently of this service specification.
- 2.9 Individuals have co-produced the 'People of Somerset's Voice' document, which outlines expectations of what they can expect when being supported by a provider who is signed up to this DPS. Appendix A

3 Contract Duration

- 3.1 Somerset Council intends to enter into a Contract for an initial period of 60 months (5 years), with an option to extend by two further periods of up to 24 months (2 years) each and one further period of up to 12 months (1 year).
- 3.2 Total maximum duration including all extensions could be, 120 months / 10 years.
- 3.3 The Contract commencement date is 1st April 2024.
- 3.4 The estimated gross spend for year 2024/2025 is £71.5M.

- 3.5 This generic specification, and those for individual service types, refer to specific teams (including team names and email addresses), functions and internal process of the Council and Integrated Care System (ICS) which may change during the lifetime of the DPS. Where this is the case the Council will inform the Provider of the change and the Provider will adjust their documentation, processes or any other arrangements as required to align with the change.

4 Service Aims

Somerset Council expects these services to;

- 4.1 Meet or exceed the assessed eligible outcomes agreed within the Somerset Council Care and Support Plan.
- 4.2 Support Individuals wishing to gain, retain and explore new skills.
- 4.3 Co-produce a plan to build on the strengths of the individual to maximise their independence, reducing dependency on formal care and support over time.
- 4.4 Be clearly based on current good practice and reflect specialist and clinical guidance including accessing specialist services for individuals where appropriate.
- 4.5 Ensure that any Individual using the service, who requires an advocate, has one.
- 4.6 Continuously review the agreed outcomes with individuals, to ensure the care and support remains appropriate, meaningful, and proportionate for the Individual's needs and communicate changes with Somerset Council.
- 4.7 Providers agree to work together with SC to achieve best value from the Services they deliver. This shall be done by seeking to continuously improve the Services through a combination of good practice, economy, efficiency, and effectiveness. This may also be promoted by the best use of available assistive technology and innovative working arrangements.
- 4.8 The Provider shall work with each Purchaser to introduce, where possible, assistive technology systems both in the Individual's home and in the wider community to help promote independence, reduce the need for unnecessary support and minimise risk.
- 4.9 Provide the Individual with information about their care and support and ensure they are aware of how they can give feedback.
- 4.10 Work in partnership with others to enable individuals to be actively involved in meaningful activities and services within the local community.
- 4.11 Individuals are part of the design and planning process of their care and support received by providers, through co-production and self-advocacy.

- 4.12 Services are based around person centred plans, trauma informed approaches and individualised need.

5 Service Standards

Somerset Council expects providers will:

- 5.1 Acknowledge that all care and support workers are visitors in Individual's homes and should act accordingly.
- 5.2 Introduce themselves and have the appropriate ID when they arrive and announce when they are leaving.
- 5.3 Confirm identity of the client upon first meeting.
- 5.4 Understand the Individual's Care and Support Plan, any updates and medicine administration records.
- 5.5 Meet the Care Certificate standards.
- 5.6 Be trained to the appropriate level to deliver the outcomes within the Care and Support Plan.
- 5.7 Always deliver care and support to the specified standards.
- 5.8 Be pleasant and treat the Individual and those around them with dignity and respect.
- 5.9 Ensure the Individual is safe from harm.
- 5.10 Ensure Services are provided in a way that acknowledges and respects each Individuals' diversity and protected characteristics. ([Equality Act 2010](https://www.legislation.gov.uk) [legislation.gov.uk](https://www.legislation.gov.uk))
- 5.11 Provide the support as agreed with the individual and communicate to the individual any unforeseen changes in the delivery of care and support.
- 5.12 Provide notification to the Individual if care and support is not going to be provided and ensure the Individual will be safe and well in the meantime. If the unprovided care and support is likely to put the Individual at risk, the Provider will contact ASC Duty Team via Somerset Customer Contact Centre immediately.
- 5.13 To ensure that there are protocols in place to protect staff and individuals in the event of an emergency, e.g. non-response whilst attending a visit to a client.
- 5.14 Report any changes needed to the care and support required.

- 5.15 Agree with the individual what support you are assisting with and record it in the Daily Care and Support Plan. A record of any incidents or changes must also be documented.
- 5.16 Seek feedback from the individual that the support provided has met their needs and outcomes. Share anything that could be improved and the relevant action(s) taken.
- 5.17 Will have policies and procedures in place for staff on the safe handling of money and property belonging to the Individual.
- 5.18 Ensure the environment is appropriate and safe for use.
- 5.19 Be aware and respect the Individuals property for example: covering footwear to avoid leaving mud on the carpet.
- 5.20 The following checklist is for the Provider to complete with the Individual:
 - The Individual is informed and able to influence the way in which their service is provided in a flexible, responsive and appropriate way.
 - The Individual co-produces an agreed plan that tells them how and when they will be supported with clear outcomes for the period of the support.
 - The Individual will have access to their care and support plan in an accessible format, ensuring choice and control on how their care and support is provided.
 - The Individual knows the name of the provider and care and support workers supporting them.
 - The Individual is made aware that they will be expected to always treat care and support workers with dignity and respect.
 - The Individual knows how to contact the provider when they need to, including out of hours.
 - The Individual knows what to expect from the provider supporting them.
 - The Individual can review their daily care and support plan regularly with the provider who supports them.
 - The Individual is clear that the support will enable them, wherever possible, to increase their independence.
 - The Provider is aware of and respects the wishes of the Individual including any Advance Care or treatment escalation plans, including plans for Do Not Attempt Resuscitation (DNAR).

The Service model must be consistent with the five key principles of the Mental Capacity Act 2005 and the associated code of practice, which are:

Principle 1: A presumption of capacity.

Principle 2: Individuals being supported to make their own decisions.

Principle 3: A person is not to be treated as unable to make a decision merely because they make an unwise decision.

Principle 4: Best interests.

Principle 5: Less restrictive option.

6 Key Outcomes of the Specification

- 6.1 Promote each individual's true choice and control.
- 6.2 Maximise each individual's strengths and abilities towards independence.
- 6.3 Facilitate the least restrictive support, including positive risk taking.
- 6.4 Holistic understanding of a person's experience and what is important to them.
- 6.5 Valuing each individual, through a relationship-based support model.
- 6.6 Promote true community inclusion and engagement.
- 6.7 Promote a fulfilled lifestyle recognising the importance of a person's emotional, occupational, social, mental, physical, sexual health and sexual relationships needs.

7 Quality Assurance and Contract Management

- 7.1 Somerset Council will use its Care Provider Quality Assurance Policy (See Appendix B) to monitor overall performance of the Provider against the Contract, Specification, and associated Schedules. All commissioned providers are required/expected to fully co-operate with the processes and requirements stipulated in this policy.
- 7.2 Providers are required to ensure Somerset Council and associated contractual systems (Proactis, Pro Contract etc) remain up to date with the most appropriate contact details of more than one member of the company and that those details are regularly reviewed.
- 7.3 Providers are expected to readily engage in Somerset Council Contract Review Meetings. See Appendix B
- 7.4 The Provider must comply with Somerset Council's Adults Social Care Quality Assurance Policy and Contract Management Policy, in addition to the requirements stated within this specification (See Appendix B).
- 7.5 Providers are required to inform the Council of any CQC activity, including but not limited to:
 - Change of Registered Manager (copy of CQC notification).
 - Inspection has taken place, written feedback at time of inspection, draft and final reports, etc.
- 7.6 This is to be sent to: ascontractsandqualitymonitoring@somerset.gov.uk

- 7.7 On request, the Provider will make information available to Somerset Council including quality ratings, inspection reports (inc. from third parties), action plans and other documents produced by CQC in the operation of their regulatory function and the Service Provider's financial accounts including profit and loss accounts.
- 7.8 All Registered regulated Providers must have a Registered Manager employed, and if circumstances change either temporarily or permanently the Provider must send a CQC notification and send a copy to Somerset Council.
- 7.9 Providers will understand, adhere to and hold all of the correct and appropriate regulatory and legislative frameworks, including appropriate and relevant CQC registration details and specialisms with the services they offer within this DPS. Providers will not offer to deliver support in service areas which they do not hold the appropriate registration / accreditation to do so.
- 7.10 The Provider will have the necessary administrative systems in place to ensure services are provided to the required standards. The Provider will ensure that effective business and financial planning, budget monitoring and financial control systems are in place.
- 7.11 The Provider will comply with the current versions of the Somerset Council Quality Framework and Quality Policy for Care and Support, and associated processes, prevailing at the time the service is delivered.
- 7.12 The Provider will engage with Somerset Council's Quality and Contracts teams where required, recognising that this does not need to be when a review is due but should be an open-ended transparent conversation. Allowing Providers to access support when needed or celebrate and share good practice across with wider network and system. Providers are required to sign up to Somerset Council's update bulletins and alike communication distributions, to ensure they remain up to date with changes / developments.
- 7.13 Any organisation lawfully able to review service quality, including those commissioned to do so on the Council's behalf, must be given every support by staff to talk to Individuals individually about the services they receive as well as staff and sub-contractors.
- 7.14 The Provider will ensure that services that include the provision of Personal Care (defined by the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, - [Regulation 9: Person-centred care - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk)) are appropriately registered with the Care Quality Commission (CQC). Personal care is defined by CQC as *"This regulated activity involves supporting people in their homes (or where they're living at the time) with things like washing, bathing or cleaning themselves, getting dressed or going to the toilet."*
- 7.15 Where a service is regulated by the Care Quality Commission (CQC) the Provider will comply with the current standards applicable to the service, **at all times**. Should the definition of personal care, regulated activities, regulations

or guidance change, the Provider will ensure compliance with **all** CQC requirements prevailing at the time the service is delivered.

- 7.16 The Provider will recruit sufficient staff to provide the services commissioned, based on competencies and values which are tested and evidenced throughout recruitment, induction and on-going development processes to maintain high quality service delivery.
- 7.17 The Provider will ensure that sufficient staffing is maintained at all times to provide the service. All providers are expected to have an up to date Business Continuity Plan that stipulates the minimum staffing levels required to safely and effectively run the service.
- 7.18 Where staffing levels fall below this level, Somerset Council must be notified that the Provider's Business Continuity Plan has been activated.
- 7.19 Service providers should minimise the use of agency staff, but where they are required on a short-term basis must ensure appropriate agency worker protocols are in place and measures taken to ensure consistency of approach for people using the service. Agency use will be monitored through quality monitoring and contract management.
- 7.20 The Provider will ensure that all staff have the appropriate values, qualifications, skills and experience, consistent with the Vision and Values stated in this Specification and continuously developing best practice.

Governance

- 7.21 The Provider shall ensure that its business is managed in accordance with Good Industry Practice and good corporate governance principles.
- 7.22 Where the Provider is owned and/or managed by members of the same family, it will ensure that adequate external and/or third-party scrutiny is maintained at all times (in particular, around its safeguarding processes and the supervision of Staff).
- 7.23 Unless prior written consent of the SC Commissioning Team, the Provider shall at all times be registered with CQC and shall operate and manage the Services from a CQC registered office situated in the administrative county of Somerset. The Provider shall inform the relevant Purchaser as soon as reasonably practicable of its intention to change the location of its CQC registered office.
- 7.24 Where possible, management decisions about the Services should be made at a local level as in response to local needs.

8 Social Value

- 8.1 Social value is defined through the Public Services (Social Value) Act (2012) which requires all public sector organisations and their suppliers to look beyond the financial cost of a contract to consider how the services they commission and procure can improve the economic, social and environmental wellbeing of an area.
- 8.2 Somerset Council would like to ensure that the Provider contributes as much as possible to the overall wellbeing of our citizens in Somerset. It is therefore expected that the Provider will seek to secure wider social, economic and environmental benefits through the delivery of the service.
- 8.3 Somerset Council's Social Value Policy can be found in Appendix B.

9 Contract Development

- 9.1 The Provider will work with Somerset Council to continuously review and improve the delivery of the service and to ensure value for money is achieved. This will take the form of regular Provider Forums and regular meetings with Commissioners.
- 9.2 The Provider will make any changes identified as necessary as a result of changes to Law.
- 9.3 Somerset Council may choose to amend any aspect of this Specification during the life of the Contract. Any changes will be carried out under a Control Change. Changing national or local policies and priorities may also necessitate changes to the specification.
- 9.4 Somerset Council and the Provider will work collaboratively to jointly design and develop the outcomes-based service model. This may require changes to the delivery model throughout the period of the contract and Providers are expected to react to changes in the Health and Social Care Integration Agenda. Outcome based commissioning is to design the delivery of care and support in a way that will assist the Individual to maximise their potential for independence.
- 9.5 As part of the aspiration to enable Providers to deliver care and support more flexibly and in recognition that the Provider is best placed to understand and meet an individual's changing needs, it is the intention of the Council to delegate responsibility for annual statutory reviews to the Provider. This will support a reduction in duplication of activity, as it is known that at present both Providers and the Council conduct their own annual reviews of an individual's care and support package.
- 9.6 Providers must be mindful of the Council's continuous improvement in relation to systems, technology and processes and work towards compatibility with the Council.

- 9.7 Providers will input into the design and piloting of any new activities to ensure the benefits of a co-produced model which will inform both this Service and future provision. The Council recognises the opportunity to improve the understanding of supply and demand and reserves the right to ask Providers for information, for example about workforce, to help inform such areas.

10 Working in Partnership

- 10.1 The Council wishes to work in partnership with Providers in delivering a high-quality comprehensive Care and Support Service. By signing up to a partnership approach the Council and Service Providers are making a commitment to:
- Seek to develop and maintain constructive working relationships with the individual requiring support, carers, families, colleagues, professionals and wider networks.
 - Work towards achieving key outcomes and objectives.
 - Communicate openly and honestly with each other.
 - Share relevant information, expertise, and plans, including with Somerset Council and other care providers where appropriate in adherence to GDPR.
 - Avoid duplication wherever possible.
 - Seek to avoid conflicts but, where they arise, to resolve them quickly at a local level wherever possible.
- 10.2 The primary aims of a partnership working approach are to ensure that Individuals do not fall between services and that they receive the maximum level of support for which they are assessed.
- 10.3 Providers are expected to operate in a manner in which systems thinking becomes the norm in support to Individuals. Each part of the system (Providers, Referrers, Individuals, Health, Professionals, and others) all understand how they contribute to the wider system, how this impacts Individual's care and support and supports collaboration to enhance the overall journey of that support for the Individual.
- 10.4 Providers will come together to support each other, promote good practice, support learning and create networks that support Individuals not having to share their story over and over.
- 10.5 Where Providers are working alongside other Providers and Services to deliver care and support packages, they will work in partnership to ensure the Services are provided in accordance with the Individual's Care and Support Plan.
- 10.6 Somerset Council and Providers will work together to find constructive ways of accommodating difficult cases where Somerset Council is endeavouring to meet its statutory obligations.

10.7 The success of this service requires joint working to maximise the support provided to the Individual, drawing on the skills of professional care and support staff. The Provider is expected to work in partnership with Multidisciplinary Teams, including but not limited to:

- Adults Social Care
- Integrated Care Board (ICB)
- Integrated Care System (ICS) partners
- Acute Trusts and Community Hospital Teams
- Primary Care Networks (PCNs)
- Local Community and Voluntary Sector Providers
- Community Neighbourhood Teams
- Local Community Networks (LCNs)

11 Assessment and Referral

11.1 All Individuals will have received an assessment under the Care Act (2014) prior to referral to the provider. Following completion of the Assessment a care and support plan will be prepared by the Referrer.

11.2 Somerset Council, or an organisation authorised to act on its behalf (the Referrer), will share the Assessment and relevant sections of the Care and Support Plan with the Provider and will consult with the Individual and/or family Carers and/or an Independent Advocate before details are made available to source a provider and will consult throughout the process.

11.3 Packages of support requests will be sent through from those conducting the Care Act Assessment, to the Sourcing Care Service for processing a commencement of the sourcing care procedure.

11.4 If a Provider feels that they are able to support a package of care and support through the report, they will express an interest by contacting the Sourcing Care Service. The Provider will need to complete an Expression of Interest Table which is to be submitted to the Sourcing Care Service. The timescale for response may vary depending on the urgency and whether the requested service is accommodation based (Residential / Supported Living) as these services require longer lead in and consultation times.

11.5 After all EOI's are received, they will be shortlisted, evaluated and a short open dialogue will commence, which will then determine the provider that will take the package of support.

11.6 The Council will be utilising the iESE Care Cubed benchmarking tool (or any tool that the Council may purchase that supersedes it) to benchmark costs based on national and regional data for all applicable service types. Package costs will be put through this function to ensure that there is a fairness and transparency of cost across the market.

11.7 The dialogue will take into consideration: best fit for the individual, compatibility, social value and costings submitted.

- 11.8 Where choice is available, there may be the opportunity to utilise different staff or providers for different service types, including those that provide them with their care and support.
- 11.9 The Referrer will provide a purchase order before the provider engages with the Individual, unless in the event of unforeseen and/or emergency circumstances, whereby a written purchase order must follow as soon as practicable.
- 11.10 The Provider will carry out their own assessment with the Individual to aid their planning of the delivery of care and/or support, proportionate to the type of service being considered and, where applicable, in context with any other services that the Individual may already be in receipt of and/or are proposed.
- 11.11 Under normal circumstances the provider's assessment will be conducted before the service commences, and to a timescale that meets both the Individual's needs and the urgency of the service commencing.
- 11.12 On the basis of their assessment the provider will provide full details of the cost of the proposed care and/or support package. This will include a detailed cost breakdown of all of their standard level of service including shared / background hours breakdown, plus any additional costs for the provision of care and/or support to meet the agreed additional individual needs.
- 11.13 The Provider will inform the Individual and Referrer when their assessment has been completed and supply copies as soon as practicable, emailed to sourcingcareservice@somerset.gov.uk
- 11.14 Any and all conditions set by the provider will be explained to the Individual, with the support of a representative and/or independent advocate as appropriate, before the start of service delivery and will be made available in an accessible way that the Individual can understand. These rights and conditions will not contravene CQC standards, outcomes, guidance or Service Specifications and the Individual will not be required to enter into any agreement where they do not have capacity.
- 11.15 Where providers are liaising directly with Somerset Council regarding completed Expressions of Interest (EOIs) providers will endeavour to respond to referrals within **2 working days** regarding feasibility of support or declining the opportunity to support.
- 11.16 Upon contract award confirmation of care / support / placement being agreed by all parties, providers will receive the relevant financial paperwork, contract details on the DPS and attached documents of the relevant service specification(s).
- 11.17 The Authority will use its reasonable endeavours to provide Approved Providers with response times to Call-Off Contracts of not less than 10 Working Days whenever possible. The expiration period for Approved Providers to make Offers for Call-Off Contracts will be made clear in each case from the outset,

including instances where the Call-Off Specification makes it clear that providing 10 Working Days to respond is not possible.

- 11.18 The Council is committed to developing approaches to supporting people that maximise choice and control over their support arrangements. To this end, all services commissioned by the Council will be offered to eligible service users in ways that are flexible and are tailored to their individual needs and preferences, whilst at the same time are sustainable and offer best value for money.
- 11.19 Somerset Council will advise providers of any inflationary uplifts to fees / rates that are applicable. This will be no more frequently than annually, and Somerset Council will not agree to inflationary uplifts outside of this.
- 11.20 Somerset Council expects fees / hourly rates to be reflective of the service being delivered. For example; a lower hourly rate is expected for supported living services (due to being located in one fixed place) and non-CQC regulated providers (due to associated costs).
- 11.21 Somerset Council do not pay an enhanced rate for care delivery for services provided at weekends, bank holidays or during festive period. Any requests for an enhanced rate will be declined.

12 Legislation

- 12.1 All services set out in this specification must be delivered in line with legislation relevant to the delivery of the services. This includes all Acts and Regulations, and associated Codes of Practice and Statutory Guidance that cover the provision of care and support services and includes but is not limited to:
- Care Act 2014
 - Modern Slavery Act 2015
 - Health and Care Act 2022
 - The Mental Health Act 1983 (amended 2007)
 - The Mental Capacity Act 2005
 - Public Interest Disclosure Act 1998
 - Equality Act 2010
 - Autism Act 2009
 - Data Protection Act 2018 (GDPR)
 - Public Services (Social Value Act) 2012
 - Human Rights Act 1998
 - CQC Fundamental Standard - [The fundamental standards - Care Quality Commission \(cqc.org.uk\)](https://www.cqc.org.uk/fundamental-standards/care-quality)
- 12.2 The Service Provider must comply with all relevant legislation that relates to the operation of their business.

13 Complex Care and Support

- 13.1. Somerset Council uses the term 'Complex' in this specification and for this DPS, regarding those individuals whose needs may include (but are not limited to):
- Significant risks to themselves (including risk to life)
 - Risk to others, including peers and the general public (including those under MAPPA, MARAC)
 - Behaviours of Distress, including physically challenging behaviours of an unpredictable nature,
 - High risk of criminal offence, including Forensic risks and sexual assault
 - Highly destructive behaviours, including arson
 - The intersection of substance misuse with any or all of the above.
- 13.2. In order to support those who do present with complex needs, providers must be able to offer:
- A highly robust, flexible service of a resilient nature to support unstable circumstances,
 - Effective staff support, guidance and debrief resources available to maintain effective support in difficult scenarios,
 - Ability to effectively risk assess and implement risk reduction plans,
 - High working knowledge of effective PBS planning and support,
 - Effective multi-agency work with health, social care, criminal justice and housing professional,
 - Effective collaboration with other care providers,
 - High level and flexible staff training,
 - Demonstrate true understanding of a least restrictive approach, including in regard to the potential use of Restrictive interventions,
 - Effective ability to support transitions from step up or down services from psychiatric wards and use soft intelligence to form future planning.
 - To be aware of the potential negative impacts for Individuals, associated with labelling, stereotypes and pre-conceived opinions, e.g. housing tenancies, shared living, social activities.
- 13.3. In the context of this specification, SC considers there to be a differentiation between Individuals with high needs and those considered to have complex needs (within this DPS).
- 13.4. Where Individuals present with complex behaviours (in the context of this specification), it can often lead to them being unintentionally marginalised from their local community and activities which they may wish to undertake including social connections through real relationships. Providers working in this space must be committed to an outcomes-based approach of working which advocates, supports and encourages Individuals to maximise their independence.

How Complex Behaviours May Present

- 13.5. Firstly, it must be acknowledged that all people can and do demonstrate behaviours of distress throughout their lifetime. It is often perceived that when a person with Care Act eligible needs behaves in a way that is not socially acceptable, the person can be labelled as demonstrating complex or behaviours of distress. It must be acknowledged that, in the main, an escalation of behaviours will be related to specific incident or something that the person is trying to communicate, not that they are now to be considered “complex” for the foreseeable future.
- 13.6. Complex care and support needs may include:
- Support for high-risk behaviours that challenge, such as physical aggression, self-harm, and self-neglect.
 - The need for multi-agency working, including liaison with health professionals and emergency services as required.
 - The need to respond to referrals at very short notice, to support someone in a crisis.
 - Family liaison.
 - Hospital in-reach/step down support for people detained in hospital under the mental health act.
 - The need to support people in their own homes, which may include joint working with another care provider(s).
 - The need for local care providers to work collaboratively, to reduce the likelihood that people with complex care and support needs will experience ‘placement breakdowns’ and/or inappropriate psychiatric hospital admissions.
- 13.7. For a small number of people who have highly complex behaviours, needs and potentially associated risks, a bespoke package of support will be required to meet their needs on a long-term basis, which may include bespoke and robust accommodation.
- 13.8. SC differentiation is informed by the CHC National guidance characteristics which include;
- **Intensity:** This relates to both the extent (‘quantity’) and severity (degree) of the needs and the support required to meet them, including the need for sustained/on-going care (‘continuity’).
 - **Complexity:** This is concerned with how the needs present and interact to increase the skill required to monitor the symptoms, treat the condition(s) and/or manage the care. This may arise with a single condition, or it could include the presence of multiple conditions or the interactions between two or more conditions. It may also include situations where an individual's response to their own condition has an impact on their overall needs, such as when a physical health need results in the individual developing a mental health need.
 - **Unpredictability:** This describes the degree to which needs fluctuate and thereby create challenges in managing them. It also relates to the level of risk to the individual's health if adequate and timely care is not provided. An

individual with an unpredictable healthcare need is likely to have either a fluctuating, unstable or rapidly deteriorating condition.

- 13.9. While the number of Individuals requiring bespoke support for complex needs is small, the impact on the system as a whole is vast. Individuals who have complex needs will often require a collaborative support network that spans different professional spheres including but not limited to:
- Adult Social Care (ASC),
 - Somerset Integrated Care Board / Continuing Health Care services / resources
 - The Somerset Integrated Care system (ICS)
 - Mental Health Services,
 - Substance Misuse Services.
 - Emergency Services.
 - Probation Services.
 - Housing Services.
 - Support Providers.
 - Voluntary and Community Sector Organisations

14 **Mental Capacity Act (2005) and Deprivation of Liberty Safeguards**

- 14.1 The Mental Capacity Act, 2005 (MCA) provides the legal framework for making decisions for people whose capacity is impaired. It applies across England and Wales to anyone aged 16+.
- 14.2 The Deprivation of Liberty Safeguards (DoLS) form part of the Mental Capacity Act (from 2009 onwards). These safeguards only apply in registered care homes and hospitals (in England and Wales) and to people aged 18+.
- 14.3 Care providers in Somerset are expected to understand how the provisions in the MCA and DoLS apply to the people they support. This also forms part of the Care Standards registration requirements as inspected by the Care Quality Commission.
- 14.4 All staff providing support to a person who may have some impairment in their ability to make decisions need to understand what it means to have or to lack mental capacity and how to go about supporting people or making decisions for them.
- 14.5 In practice, the responsibility of each care provider organisation is to ensure the following are in place:
1. Care practices which promote service users' maximum autonomy and freedom while meeting their needs for safety and protection. *Care staff understanding what the five statutory principles of the MCA mean in practice will be a key to achieving this.*

2. Provision of mental capacity training relevant to the care setting. *The Somerset MCA Competency Framework (link) is a useful tool for identifying the knowledge and skills required of staff according to their role, and as the basis for planning training.*
3. Care/support plans which identify:
 - a. the service user's communication needs and ability to make decisions for themselves.
 - b. the existence of anyone with legal authority to make decisions for the person (via Lasting Power of Attorney (LPA) or Court Deputyship) and how care staff need to involve such persons in care planning and reviewing.
 - c. best interests decisions made about the placement and how care is provided, in particular about any restrictive practices considered to be necessary
4. Senior staff knowing how to identify when deprivation of liberty may be occurring and what action to take, by:
 - a. making a DoLS application (care homes only), or
 - b. flagging the situation to the relevant social work team (supported living or any setting other than a registered care home) for a Community DoL application to the Court of Protection

15 Training

- 15.1 Prior to commencement of supporting Individuals without supervision all new managers and support staff will have completed a Care Certificate or, if changing roles within the provider's organisation have already completed the Common Induction Standards and have been signed off as competent by the provider.
- 15.2 CQC continues to expect providers to continue using the Care Certificate and state; *"This sets standards for the induction of health care support workers and adult social care workers. Now, more than ever, the people who work in these essential roles provide some of the most personal and fundamental care and support. They are a crucial part of the workforce in the services we regulate. They must be valued, supported and trained to do their important job well. The Care Certificate helps new members of this workforce to develop and demonstrate key skills, knowledge, values and behaviours. This enables them to provide people with safe, effective, compassionate, high-quality care. A good, thorough and appropriate induction should form the foundation for ongoing learning and development to support a person's growth and career."*
"CQC continues to expect providers to induct, support and train their staff appropriately. Those who employ health care support workers and adult social care workers should be able to demonstrate that staff have, or are working towards, the skills set out in the Care Certificate. This is the benchmark for staff induction."

- 15.3 The provider will assess the skills and training needs of staff moving to a new role and based on this assessment, provide any training required in all or some of the standards required by the Care Certificate.
- 15.4 The provider will assess the skills and training needs of new staff who achieved the Care Certificate while employed in a different role or organisation to ensure that they have retained the competences required by the Care Certificate and, based on this assessment, provide any training required in all or some of the standards required by the Care Certificate.
- 15.5 The provider will ensure training remains up to date with national agendas including newly mandated training, such as the Oliver McGowan Training - [Oliver McGowan draft code of practice - GOV.UK \(www.gov.uk\)](#) / [The Oliver McGowan Mandatory training on learning disability and autism | Local Government Association](#)
- 15.6 The Provider will ensure that they keep records of all staff training in line with CQC requirements and that they produce an Annual Training Plan detailing new and on-going training requirements and how these will be met to promote service quality and development.
- 15.7 Providers will ensure that they arrange training for their staff to meet the needs of the Individuals to whom they provide support and the requirements of CQC (including and specific training relating to CQC standards) and the Somerset Competency Framework, through induction, mandatory and specialist training.
- 15.8 CQC has expectations regarding medication support training and states; Medicines support is any support that enables a person to manage their medicines. In practical terms, this covers:
- prompting or reminding people to take their medicines,
 - helping people remove medicines from packaging,
 - administering some, or all of a person's medicines.
- 15.9 CQC advises that provider “policies should reflect the best practice laid out in the NICE guidelines ([Overview | Managing medicines for adults receiving social care in the community | Guidance | NICE](#)) on managing medicines for adults in community settings
- 15.10 The Health and Care Act 2022 introduced a requirement that all CQC registered service providers must ensure their staff have training on learning disability and autism that is appropriate to their role. The Oliver McGowan Mandatory Training on Learning Disability and Autism is the Government’s preferred and recommended training for health and social care staff to undertake
- 15.11 In addition, the provider will ensure that managers and staff receive:
- A thorough, supervised, induction to the specific service that they are employed within and;

- Any specific training required to meet the individual needs of each Individual they are supporting, including in relation to specific conditions and/or allowed medical tasks and;
 - Any additional training detailed in the relevant service specification for the service they are employed within.
 - Any training required to attain qualifications in line with the Care Act 2014.
- 15.12 Where relevant to the type of training being delivered, Individuals, their Carers and families will be involved in the delivery of training.
- 15.13 All training will be refreshed at intervals appropriate to the type of training that has been undertaken and/or to reflect any changes in Law, policy or guidance and/or to maintain appropriate levels of skill and knowledge.
- 15.14 The provider will evidence appropriate monitoring of the training activity to ensure that it is of high quality and that the outcomes required of it are being met.
- 15.15 Providers will proactively offer a mixture of training opportunities including the importance of staff engaging in experiential learning through training which takes place in person, as well as E-learning. For example, the importance of safe and effective Manual handling / Managing Challenging Behaviour training being delivered in person for staff.
- 15.16 Minimum training requirements expected include but are not limited to;
- Introduction to Learning Disabilities
 - Safeguarding Vulnerable Adults
 - Manual Handling
 - Communication
 - Data Protection
 - Risk Assessment
 - Food Hygiene
 - Basic Food Preparation and Nutrition
 - Health and Safety
 - First Aid
 - Medication / Medicines
 - Health Inequality Awareness
 - Infection Control
 - Dementia Awareness
 - Support Planning
 - Professional Boundaries
 - Equalities and Human Rights
 - Mental Capacity Act
 - Deprivation of Liberties
 - Bereavement and Loss
 - Epilepsy awareness
 - Whistle Blowing
 - Person Centred Approaches

- Skills Building
 - Facilitating Community Inclusion Oliver McGowan Training (Where relevant)
 - Autism Awareness Training
 - Mental Health Awareness / Mental Health First Aid
 - Housing and Tenancy Rights (where appropriate)
 - The Real Tenancy Test¹ (where appropriate)
 - Dysphagia Training (to support people with a SALT plan)
- 15.17 Service providers should ensure their training reflects their specialism and Service Type, including areas including but not limited to; Positive Behaviour Support and Restrictive Interventions, Dementia, supporting physical needs (including manual handling / moving and handling), sensory needs, work based support.
- 15.18 Service providers will ensure that they are equipped, and all staff trained to a high level to meet the needs of individuals within their Service Type.
- 15.19 Recommended reading of models and national documentation include but are not limited to:
- Transforming Care Key Documents - [Transforming Care key documents | Local Government Association](#)
 - Building The Right Support [Building the right support for people with a learning disability and autistic people - GOV.UK \(www.gov.uk\)](#)
 - Building the Right Home – [NHS England report template cobranded-supporting partners](#)
 - National Strategy for Autistic Children, Young People and Adults [National strategy for autistic children, young people and adults: 2021 to 2026 - GOV.UK \(www.gov.uk\)](#)
 - A New Way Home [A New Way Home \(citizen-network.org\)](#)

16 Person Centred Planning

- 16.1 The Provider will ensure that person centred approaches are embedded into all aspects of care and support service types, including but not limited to:
- Co-production and the individual designing their own support plan throughout is essential in effective person-centred planning. Person centred plans should be driven by early interventions and strengths-based approaches.
 - Capacity should be always assumed until it is identified that an Individual may lack capacity to make a specific decision. Mental Capacity Act (2015) will be followed at all times to ensure that the Individual is empowered to make their own decisions where they are able to. Where an Individual does not have capacity for a decision, the provider will ensure permissions are sought and the Best Interests process is followed correctly for any specific decisions.

- Everyone involved in the care and support planning process for the Individual must know their role, understand the process and what to expect from personalised support planning.
- All plans should be shared where appropriate, ideally removing, but at best significantly reducing the need for the Individual to have to retell their story to a multitude of professionals. Information sharing should be with the Individuals consent and following GDPR guidelines.
- Care and support planning is continuous and evolving and plans should not be static documents.
- All support planning should be bespoke to the needs of the Individual. Every Individual will have individual needs that vary in level of support required, including throughout their own lifetime.
- An Individual's care and support plans should be a lifetime document that is future focussed and supports a seamless transition into changing phases of their life. For example, long term conditions, preparing for age related support needs or recovery models of support.
- Documents are owned by the Individual. They have access to any and all documents and these will be in a communication format appropriate to their communication needs.
- Individuals should be supported where possible, to understand the role each person plays in their care and support.
- The Provider will ensure proactive and responsive communication between themselves and the Individual and their family. Where Individuals have complex communication needs and may be unable to verbally communicate, the use of additional communication aids should be considered, for example, Talking mats, Technology Enabled Care, and use of communication software.
- The Provider will support Individuals to access other services including but not limited to; speech and language therapy, epilepsy specialist.

16.2 The Provider will ensure:

- Consistency of staffing will be maintained, and introduction of ad hoc staff will be minimised. Where staff outside of the regular team is required, the provider will communicate this to the Individual in a manner that is appropriate to them.
- The Provider will ensure that the Individual is actively involved in recruiting their own staff team and where permanent changes are made the Individual will be consulted.
- The Provider will ensure that introduction of new staff is conducted in a person-centred way that meets the need of the Individual. This may include transition planning before any initial introduction.
- Where an Individual's choice of staff cannot be followed, an explanation will be given to the Individual in a way that meets their communication needs.
- Choice and control: Individuals will be supported to ensure maximum choice and control over all elements of their lives. Where an individual is supported with shared support hours, providers will ensure that Individuals retain as much control over their care and support as possible.

- 16.3 With the permission of the Individual, the Provider will treat families as partners when working to provide services to meet the needs of Individuals.

17 Trauma Informed Approaches

- 17.1 Working Definition of Trauma: *“Trauma results from an event, series of events, or set of circumstances that is experienced by an individual as harmful or life threatening. While unique to the individual, generally the experience of trauma can cause lasting adverse effects, limiting the ability to function and achieve mental, physical, social, emotional or spiritual well-being”.*

- 17.2 Working definition of Trauma Informed Approaches;

17.3 Realise that trauma can affect individuals, groups and communities

- Trauma-informed practice is an approach to health and care interventions which is grounded in the understanding that trauma exposure can impact an individual's neurological, biological, psychological and social development.

17.4 Recognise the signs, symptoms and widespread impact of trauma

- Trauma-informed practice aims to increase practitioners' awareness of how trauma can negatively impact on individuals and communities, and their ability to feel safe or develop trusting relationships with health and care services and their staff.
- It aims to improve the accessibility and quality of services by creating culturally sensitive, safe services that people trust and want to use. It seeks to prepare practitioners to work in collaboration and partnership with people and empower them to make choices about their health and wellbeing.
- Trauma-informed practice acknowledges the need to see beyond an individual's presenting behaviours and to ask, 'What does this person need?' rather than 'What is wrong with this person?'.

17.5 Prevent re-traumatisation

- It seeks to avoid re-traumatisation which is the re-experiencing of thoughts, feelings or sensations experienced at the time of a traumatic event or circumstance in a person's past. Re-traumatisation is generally triggered by reminders of previous trauma which may or may not be potentially traumatic in themselves.
- The purpose of trauma-informed practice is not to treat trauma-related difficulties, which is the role of trauma-specialist services and practitioners. Instead, it seeks to address the barriers that people affected by trauma can experience when accessing health and care services.

17.6 Key principles of trauma-informed practice

There are 6 principles of trauma-informed practice: safety, trust, choice, collaboration, empowerment and cultural consideration.

17.7 Safety

The physical, psychological and emotional safety of people who use services and staff is prioritised, by:

- people knowing they are safe or asking what they need to feel safe
- there being reasonable freedom from threat or harm
- attempting to prevent re-traumatisation
- putting policies, practices and safeguarding arrangements in place

17.8 Trustworthiness

Transparency exists in an organisation's policies and procedures, with the objective of building trust among staff, people who use services and the wider community, by:

- the organisation and staff explaining what they are doing and why
- the organisation and staff doing what they say they will do
- expectations being made clear and the organisation and staff not overpromising

17.9 Choice

People who use services are supported in shared decision-making, choice and goal setting to determine the plan of action they need to heal and move forward, by:

- ensuring people who use services and staff have a voice in the decision-making process of the organisation and its services
- listening to the needs and wishes of people who use services and staff
- explaining choices clearly and transparently
- acknowledging that people who have experienced or are experiencing trauma may feel a lack of safety or control over the course of their life which can cause difficulties in developing trusting relationships

17.10 Collaboration

The value of staff and service user experience is recognised in overcoming challenges and improving the system as a whole, by:

- using formal and informal peer support and mutual self-help
- the organisation asking people who use services and staff what they need and collaboratively considering how these needs can be met
- focussing on working alongside and actively involving people who use services in the delivery of services

17.11 Empowerment

Efforts are made to share power and give people who use services and staff a strong voice in decision-making, at both individual and organisational level, by:

- validating feelings and concerns of staff and people who use services
- listening to what a person wants and needs
- supporting people to make decisions and take action
- acknowledging that people who have experienced or are experiencing trauma may feel powerless to control what happens to them, isolated by their experiences, and have feelings of low self-worth.

17.12 Cultural consideration

Move past cultural stereotypes and biases based on, for example, gender, sexual orientation, age, religion, disability, geography, race or ethnicity by:

- offering access to gender responsive services
- leveraging the healing value of traditional cultural connections
- incorporating policies, protocols and processes that are responsive to the needs of individuals served

17.13 Working in a trauma informed way incorporates:

- Realising that trauma can affect individuals, groups and communities.
- Recognising the signs, symptoms, and widespread impact of trauma.
- Preventing re-traumatisation.

17.14 Key Principles of working in a Trauma Informed way:

- Safety
- Trustworthiness
- Choice
- Collaboration
- Empowerment
- Cultural Considerations.

18 Review

18.1 A formal, planned review of the care and support plan and person-centred Plan will be carried out by the Referrer and provider at least every 12 months, or more frequently if required. Unless otherwise agreed, the process will be initiated and led by the Referrer.

18.2 The review will, where applicable, include a review of individual's mental capacity (decision specific), any Best Interest decisions, including those taken in relation to the management of the Individual's personal finances.

18.3 Where an Individual has been newly referred to a provider, an initial review will take place within four weeks (unless otherwise stated by the Referrer and/or in the relevant Service Specification for the Individual Service Type), and at timescales determined by the Referrer in consultation with the provider thereafter.

18.4 The provider will have a joint role in co-ordinating review meetings in partnership with the Referrer in order to make sure that everyone who needs to contribute is able to do so.

18.5 The review will be carried out in a way that maximises the involvement of the Individual, with support from Carers and/or their representative and/or an Independent Advocate as appropriate, as well as anyone else the Individual wishes to include and any appropriate parties.

- 18.6 The provider will ensure that they monitor and re-assess the Individual's needs over time and make adjustments to their person-centred Plan, provided this does not detract from achieving the Individual's outcomes or incur additional funding requirements without prior agreement with the Council and/or an organisation acting on its behalf.
- 18.7 Where the Provider has identified a reduced level of need then they must inform the Council as soon as practicable so that an appropriate adjustment can be made to the individual's care package. This contact is to be made through Somerset Customer Service Contact Centre.
- 18.8 Where the Provider has identified an increased level of need then they must contact the council so that a review of care need can be undertaken.
- 18.9 The provider will be responsible for providing the documentation / supporting evidence which informed the review to ascertain whether outcomes have been met.
- 18.10 The Individual, provider or Referrer can request a review of the Individual's care and support needs at any time.
- 18.11 Where an Individual's care and support needs significantly change the provider will request a review immediately.
- 18.12 If, following a formal review or reassessment, additional care and/or support is identified as being required, and it is decided that this will be provided by the existing provider, then the Council will issue a revised purchase order detailing the financial arrangements and start date. If it is decided that the additional care and/or support will be provided by a different provider, then the Council and/or an organisation acting on its behalf, will arrange this using its normal systems and processes for doing so.
- 18.13 The provider will produce a report in advance to support the review, in a format which best promotes the Individual's involvement in the process (for example through use of photographs, video clips etc.). It will include as a minimum:
- Feedback from the Individual on the service they are receiving. Where it is not possible for a Individual to give feedback directly alternative approaches, for example observations, should be agreed with the Referrer;
 - Progress on the outcomes identified at the last review;
 - Comments on those outcomes not achieved and why;
 - Proposed new and/or continuing outcomes.
- 18.14 Following the review the Referrer will update the Care and Support Plan and the provider will update the Person Centred Plan.

- 18.15 Where an individual's health needs become their primary need, the Referrer will arrange for their eligibility for NHS CHC funding to be determined, which could result in the NHS becoming wholly responsible for the funding of their service.

19 Trusted Provider

19.1 Temporary Changes (Crisis)

To deliver care and support in a more personalised, outcome-focused way and support Individual's independence in the most appropriate way, Somerset Council recognises that it is sometimes necessary for Providers to deliver temporary additional or reduced care from the hours specified by the care and support assessment. These changes may be put in place for up to 7 hours per week for a maximum of 1 week without seeking agreement from Somerset Council. Invoices will need to reflect this and notification of this is to be sent to the social worker and Somerset sourcing care service prior to commencing. Significant long-term changes must be referred for a review by Somerset Council.

19.2 Changes to delivery of Personal Budget

The Provider may, without reference to Somerset Council, mutually agree permanent day to day changes with the Individual to the delivery of their care and support provision. The changes made must meet an assessed need and be within the agreed Personal Budget. In seeking agreement of any such changes, the Provider is required to:

- Inform Somerset Council's Customer Contact Centre if an Individual's support needs reduce or increase and cannot be met within the existing Personal Budget and Care and Support Plan. This will alert appropriate team that a review of needs is required.
- Ensure that such changes are in keeping with the objectives of the Care and Support Plan and continue to meet the Individual's assessed needs and identified outcomes in a safe way.
- Consult Somerset Council if the Individual wishes to use funds within their Personal Budget for an outcome that has not been identified within their Care and Support Plan.
- Update the Individual's Care and Support Plan so that it remains current and reflects the actual support that is being provided and provide a copy to Somerset Council's Sourcing Care Service.
- Consult with the Individual's carer/representative/advocate where they would have substantial difficulty in agreeing such changes, including those who lack mental capacity.

20 End of Life Care

- 20.1 Where applicable to the service being provided, the provider will have a written policy and procedures relating to caring for Individuals who are dying, the principles and best practice for Palliative Care and the action that will be taken in the event of an Individual's death. These policies and procedures must include linking with appropriate Health professionals including, but not

limited to, all relevant NHS services regarding palliative care and end of life planning.

- 20.2 Where applicable all staff supporting an Individual who is dying will be familiar with the policy and procedures and have received appropriate training in them.
- 20.3 Where the provider is supporting an Individual who is end of life and are living in a shared setting, the provider will ensure that the other tenants or residents are supported to minimise all trauma. This includes working through any worries or concerns that they may have and ensuring that the right support is in place during that period and also once the person has passed away, including appropriate referrals to bereavement support services.
- 20.4 Where applicable to the service being provided, the provider will provide care and/or support that enables an Individual to remain in their own home at the end of their life, as detailed in their Care and Support Plan. This may include:
- Enabling the Individual to write an End of Life Plan with support from their representative and/or an Independent Advocate as appropriate;
 - Ensuring that the dying person is not left alone, if that is their choice, and that, where appropriate, staff support families who have a dying relative, along with other Individuals and fellow staff at this time;
 - Ensuring that staff use a person-centred approach to palliative care, including physiological, psycho-social and spiritual care, focused on the Individual's wishes and quality of life remaining to the Individual whilst, where appropriate, supporting family and those close to them, before and after the Individual's death;
 - Enabling the Individual's family, friends, and other Individuals to spend as much time with the dying person, and to participate in their care, according to the Individual's wishes;
 - Ensuring that staff consult with the Individual and their family over any religious, ethical or cultural customs they wish to be observed during palliative care and after death. If the Individual is aware they are dying, their views must be sought on the nature of their palliative care;
 - Ensuring continuity of care and/or support if advice from a GP or other qualified medical professional indicates that hospitalisation is the best course of action to manage pain and suffering;
 - Where stated in the End of Life Plan, supporting Individuals to plan funeral arrangements and their wishes are carried out after their death (where appropriate)

21 Safeguarding

- 21.1 The Provider must comply with Somerset Safeguarding Adults Board (SSAB) Joint Adults Safeguarding Policy, in addition to the requirements stated within this specification. This policy is subject to regular updates and the Provider will ensure that it is working to the current version and have policies and procedures for safeguarding that are aligned to both the SSAB policy and best

practice . [Somerset Safeguarding Adults Board – Somerset Safeguarding Adults Board \(safeguardingsomerset.org.uk\)](https://safeguardingsomerset.org.uk)

- 21.2 Guidance for providers to Safeguard Adults in Somerset; [Guidance for Safeguarding Adults in Somerset – Somerset Safeguarding Adults Board \(safeguardingsomerset.org.uk\)](https://safeguardingsomerset.org.uk)
- 21.3 The Provider will minimise the risk and likelihood of incidents occurring by:
- Ensuring that staff understand their safeguarding duties as set out in the Care Act 2014.
 - Ensuring that staff understand the signs of abuse and raise this with the right person when those signs are noticed.
 - Ensuring that Individuals are aware of how to raise safeguarding concerns.
 - Ensure that the health, safety, and welfare of Individuals is promoted and protected at all times.
 - Maintaining a Safeguarding log to monitor and review incidents, concerns and complaints that have the potential to or have become an abuse or safeguarding concern.
 - Having effective means of receiving and acting upon feedback from Individuals.
 - Having a whistleblowing policy and procedures in place considering relevant guidance set out by the CQC.
 - Working collaboratively with other services, teams, Individuals and agencies in relation to all safeguarding matters and having safeguarding policies that link with the Authority's policies.

22 Incident, Accident and Near Miss Reporting

- 22.1 The Provider will have appropriate and proportionate written policies for the recording and reporting to the Referrer and/or Safeguarding Team all accidents involving Individuals, incidents, safeguarding alerts and near misses, including medication errors involving Individuals.
- 22.2 The Provider will inform Somerset Council and, where a regulated service CQC, **immediately** if there are any incidents that necessitate the involvement of the Health and Safety Executive under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) <http://www.hse.gov.uk/riddor/>.
- 22.3 Any accident, incident or near miss which could be reasonably expected to have an effect on the assessed needs, general welfare or well-being of an Individual will be reported to the Referrer immediately, or as soon as the potential effect becomes know (whichever is sooner). The Provider's appropriate documentation should be used and a report made which identifies the actions taken, including any specific requests being made of Somerset Council, as well as any specific actions proposed by the provider. The Referrer will then review the incident and instigate any further action as required.

- 22.4 Where the Individual does not have an allocated worker, the provider must ensure that contact is made via Somerset Customer Service Contact Centre to ensure that a triage worker can support the reporting.

23 Medication and Clinical Tasks

- 23.1 The Provider will have clear and comprehensive medicines and clinical tasks policies in place that are understood and followed by all staff. All staff who administer medication will have the appropriate knowledge and training to do so safely and competently and have been signed off as competent, where performing clinical tasks that require specialist training.
- 23.2 Where applicable, the overall responsibility for the administration of medication will be agreed between the Individual and where required and appropriate, with their permission, their representative or independent advocate, the Provider and the GP. Wherever possible, Individuals will be enabled to manage their own medication regime including:
- Ordering/reordering/disposal.
 - Safe storage.
 - Administration.
 - Making and attending medication monitoring appointments.
- 23.3 The medication policy will, as a minimum:
- Be compliant with all Care Quality Commission requirements if the service is regulated by the Commission.
 - Include all standards which staff providing support will adhere to if the service is not a regulated by the Care Quality Commission.
 - Include minimum standards for the recording and labelling of each Individual's medication to easily identify who takes what and when.
 - Include appropriate processes for identifying and meeting the storage requirements of each Individual's medication.
 - Include robust processes of the identification and reporting of any inappropriately stored, missed or erroneously administered medication as well as any action that must be taken immediately if any of these events occur that are aligned with SSAB guidance and Somerset Medicines Policy - [Overview | Managing medicines for adults receiving social care in the community | Guidance | NICE](#)

24 Hospital Admissions and Discharge

- 24.1 Avoidable admissions to hospital will be managed as much as possible with individuals being supported to access the right care at the right time through the Provider's liaison with health and social care partners.
- 24.2 In the case of hospital admission, the Provider is expected to communicate with the Hospital Social Work Team regarding discharge planning and any change in the Individual's care and support needs.

- 24.3 The Provider shall notify the Sourcing Care Service the date of an unplanned hospital admission if the stay is for more than 24 hours.
- 24.4 The Provider is expected to keep the care and support open for a period of at least 14 days and Somerset Council will continue to pay the Personal Budget during this period. During this period, where appropriate, we anticipate that providers will continue to provide a level of support to the Individual whilst in hospital, in collaboration with the hospital staff. This excludes Day time Opportunities / Day services and Employment support, which is expected to cease and invoices to reflect absences appropriately.
- 24.5 If the Individual remains in hospital for 14 days, during which time an assessment will be completed in partnership with the hospital ward and hospital social work team about a likely discharge date. At this stage a decision will be made, by Somerset Council and the Provider, on whether to keep the care and support open beyond the 14 days. If a decision is made to keep the care and support open beyond 14 days Somerset Council will continue to pay the fixed cost elements of Personal Budget during this additional period. For example, where the person is living in a residential care home the Council will no longer pay for food or any 1:1 hours while the person remains in hospital.
- 24.6 Whilst Somerset Council continue to pay the Personal Budget, it is expected that the Provider will restart the care unless there has been a significant change in the persons care and support needs. . The Provider will notify the Sourcing Care Service of the restart date.

25 Transport

- 25.1 The Individual will be responsible for meeting the cost of both public transport and any that is provided by the Provider and/or volunteers unless:
- Transport has been assessed as an eligible need by the Council and included in the Individual's Care and Support Plan **and**
 - It has been included on the Purchase Order for the service and charged at the rate shown on the Financial schedule for the service **and**
 - Directly relates to an activity taking place to meet an Individual's outcome(s)
- This includes any flat-rate contributions for transport to other services commissioned by the Council from the Provider and/or any other Provider.
- 25.2 Where appropriate, and included in their Person Centred Plan, Individuals will be supported to develop public transport skills to travel to/from the Service and activities in the community.
- 25.3 The remainder of this section is only applicable where a provider is asked to provide a package of care and/or support that includes transport that they directly provide, or to arrange for another organisation to provide it as a sub-contractor. It does not apply where transport is arranged with a transport provider separately by the Referrer.

- 25.4 Where Transport is provided by the Provider and/or its staff and charged to the Individual then good practice would be for the mileage charge to be on an at cost basis (i.e. at no more than the current HMRC allowance at the time the transport is provided when staff are using their personal vehicles). The Provider will clearly document the charge to the Individual in a way that they can understand in terms of both it and the impact it has on their disposable income and that they have made an informed and independent choice to incur it.
- 25.5 Where the Provider has a private arrangement regarding transport with an Individual, there must be a written agreement that is consented to by either the Individual or their representative prior to the transport taking place. All elements of the agreement must be clearly understood including charges, when payments need to be made, where there are breaks such as if the person is not using the service for a period of time and notice periods.
- 25.6 Transport mileage, where approved and agreed, should be purposeful and used to progress toward individuals' goals and outcomes.
- 25.7 When providing and/or arranging transport the Provider will carry out appropriate and proportionate risk assessments.
- 25.8 Where the Provider directly provides transport for a Individual, both the drivers and vehicles must comply with all legal requirements and be adequately insured for the purpose. This includes where staff use their own vehicles in connection with their employment.
- 25.9 Where assessed as being required, travelling escorts will be appropriately trained to provide any necessary care and support to the Individual(s) being transported.

26 Positive Risk Management

- 26.1 The Provider will promote a culture of positive Risk Management which includes responsible, supported, decision making and positive risk taking to support each Individual's independence.
- 26.2 The Provider will acknowledge that, in the right circumstances, risk can be beneficial, balancing necessary levels of protection with preserving reasonable levels of individual choice, control, independence and adventure.
- 26.3 The Individual's Care and Support Plan will highlight what makes them feel safe and supported, but also when they may feel unsafe. This will inform the risk management strategy for each Individual, which will form part of their Person Centred Plan.
- 26.4 The Person-Centred Plan will also contain details of any contingency planning and clear, proportionate risk assessments required at times when an Individual's needs are known to be variable and fluctuate over time. The provider can discuss, acknowledge and/or share ideas along with the

individual at reviews regarding new or updated risk assessments and positive risk taking.

- 26.5 The Provider will not reduce an Individual's independence by attending activities when the Individual is able to do this independently. In this instance, the Individual should have final choice over whether they have staff supporting them into the community.
- 26.6 The Provider will make full use of technology as appropriate to promote positive risk taking and ensure that staffing levels are commensurate with the Individuals' actual needs, rather than addressing risks that have low likelihood of occurring, or which can be mitigated in other ways.
- 26.7 The Provider will recognise and understand that Individuals do have the right to make unwise decisions and should be able to support through a collaborative approach with the Individual to manage this should it occur, including supported decision making.

27 Positive Behavioural Support

- 27.1 The Provider will use the Positive Behaviour Support (PBS) framework to support Individuals whose behaviour challenges.
- 27.2 Any Individual who is, or can reasonably be predicted, to be at risk of being exposed to restrictive interventions must have an up to date Behaviour Support Plan in place **at all times**.
- 27.3 [20180705_900824_briefguide-positive behaviour support for people with behaviours that challenge v4.pdf \(cqc.org.uk\)](#)
- 27.4 [20180807_9001509_briefguide functional assessment of behaviour v2.pdf \(cqc.org.uk\)](#)
- 27.5 The Provider will seek guidance and/or support as required on PBS from the Council and/or an organisation authorised to advise on its behalf prior to using any Positive Behavioural and/or Restrictive Intervention techniques. This must include making referrals as appropriate and, in consultation with the Referrer, to specialist health teams including, but not limited to, Psychiatry, Psychology, Speech and Language and Occupational Therapy.
- 27.6 The Provider will develop, maintain and regularly review appropriate processes, guidance and training to ensure compliance with Department of Health Guidance on the use of PBS and Restrictive Interventions². PBS provides a framework that supports Providers to understand the context and meaning of behaviour in order to inform the Individual's quality of life. PBS recognises that people may engage in behaviours that are challenging because:

² Department of Health "Positive and Proactive Care: reducing the need for restrictive interventions", April 2014

- They have challenging or needs that are not being met. These could be related to unusual needs and personal preferences, sensory impairments or mental or physical health conditions;
- They are exposed to challenging environments in which behaviours are likely to develop. For example:
 - Environments which are barren and lack stimulation,
 - Where there are high levels of demand placed on Individuals
 - Where there may be institutional blanket rules
 - Where there is restricted or unpredictable access to preferred activities and those things the person values
 - Where personal choices are not offered and/or honoured
 - Where there is insufficient availability of positive social interaction
- They typically have a generally impoverished quality of life

27.7 Positive Behaviour Support is a framework for developing an understanding of an Individual's behaviour that challenges and for using this understanding to develop effective support. Positive Behaviour Support is characterised by the following components:

- Personalisation of both assessment and support arrangements
- Systematic assessment of the Individual's behaviour to develop an understanding of its function (through functional assessment or functional analysis) and formulation.
- Attention to the broader context to ensure that other factors influencing the individual's behaviour are properly understood.
- Development of both proactive and reactive support arrangements:
 - Prevent the person's challenging behaviour as much as possible through the provision of a more helpful and less challenging environment;
 - Develop the person's competencies to ensure that their capacity to influence the world is less restricted.
- Reactive support to provide carers with clear responses to challenging behaviour when it has not been possible to prevent it.
- The integration of proactive and reactive supports in the same Positive Behaviour Support plan ensures the coherence and practicality of the overall support arrangements.
- Support for the Individual that enables the greatest possible reduction in the occurrence of challenging behaviour in the context of the best possible quality of life.
- Avoidance of support arrangements that punish the person in any way or create unnecessary restrictions on their freedom of movement and choice.

27.8 Positive Behaviour Support is not:

- Behaviour modification (which was dominated by the use of specific, often aversive,) Intervention techniques without a full understanding of the context underpinning the individual's behaviour);
- Just being kind to people - though there is nothing wrong with kindness it is rarely sufficient to resolve behaviour that seriously challenges;
- A specific psychological therapy (evidence based psychological treatments and others derived from psychiatry, speech and language therapy etc. are

often important components of a Positive Behaviour Support strategy. It is the overall, inclusive framework within which such treatments can be effective).

27.9 All Providers are required to ensure that:

- Behaviour support is based on a holistic assessment (incorporating functional assessment) of the context in which the person's behaviour occurs.
- There is a written, individualised, up to date, behaviour support plan that includes:
 - A description of the person's behaviour that challenges;
 - A summary of the most probable reasons underlying the person's behaviour that challenges;
 - Proactive strategies;
 - Reactive strategies;
 - The monitoring and review arrangements for the Behaviour Support Plan;
 - Implementation arrangements.
- The plan is implemented, monitored, evaluated and updated:
- Leadership is provided to take ownership of the implementation of Positive Behaviour Support;
 - Develop and maintain an inclusive strategy for organisation-wide Positive Behaviour Support;
 - Provide person centred supports and services;
 - Provide acceptable physical environments to meet Individual needs;
 - Provide an "active support" model of care;
 - Provide well trained and supported staff, deployed in the right places at the right times to meet Individual needs;
- There is a quality assurance strategy for PBS which is driven by evidence, not Staff suppositions or perceptions of Individuals, and a desire for organisational development and learning.

28 Restrictive Interventions

28.1 Restrictive Interventions are defined as³:

"deliberate acts on the part of other person(s) that restrict an individual's movement, liberty and/or freedom to act independently in order to:

- *take immediate control of a dangerous situation where there is a real possibility of harm to the person or others if no action is undertaken; and*
- *end or reduce significantly the danger to the person or others; and*
- *contain or limit the person's freedom for no longer than is necessary".*

28.2 The legal and ethical basis for organisations to allow their staff to use restrictive interventions as a last resort is founded on eight overarching principles.

[Reducing the need for restraint and restrictive intervention \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

[Positive and Proactive Care: reducing the need for restrictive interventions \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- Restrictive interventions will never be used to punish or for the sole intention of inflicting pain, suffering, or humiliation;
- There must be a **genuine and real** possibility of harm to the person or to staff, the public or others if no action is undertaken;
- The nature of techniques used to restrict must be proportionate to the risk of harm and the seriousness of that harm;
- Any action taken to restrict a person's freedom of movement must be the least restrictive option that will meet the need;
- Any restriction should be imposed for no longer than absolutely necessary;
- What is done to people, why and with what consequences must be subject to audit and monitoring, and this must be open and transparent;
- Restrictive interventions should only ever be used as a last resort;
- The involvement of Individuals, carers and advocates is essential when reviewing plans for restrictive interventions
- Any alleged misuse of restrictive interventions must be treated with the utmost seriousness and reported to the Council immediately.

28.3 [20180322 900803 briefguide-restraint physical mechanical v1.pdf \(cqc.org.uk\)](https://www.cqc.org.uk/publications/briefguide-restraint-physical-mechanical-v1.pdf)

28.4 The Provider will access guidance and support as appropriate from the Council and/or an organisation authorised to advise its behalf.

28.5 The Provider will ensure that:

- Staff supporting Individuals who require this form of support have the appropriate initial and updated/refresher training at timescales required by the Council and/or any organisation authorised to advise in relation to Restrictive Interventions on its behalf or where the training is only valid for a specific length of time.
- Appropriate and approved protective equipment to support the use of Restrictive Intervention is available for staff to use.
- The Individual is, wherever practicable and possible, involved in developing their Restrictive Intervention Plan with support from their Carer or Independent Advocate as appropriate.
- Each Individual's Plan must be approved by the Council and/or an organisation authorised to act on its behalf prior to any Restrictive Intervention being used. The Plan must include authorisation to use specific pieces of protective equipment, where required;
- The Individual's Restrictive Intervention Plan does not impact on other Individuals being supported in the same environment.

28.6 Staff will use only the approved forms of Restrictive Intervention that are detailed in the Individual's Plan. **Any** variance from the Plan must be reported to the Council and/or an organisation authorised to act on its behalf immediately under the Somerset Safeguarding Adults Policy.

28.7 In emergency situations, or where rapid changes in an Individual's behaviour requires changes to be made to their Restrictive Intervention:

- With the exception of interventions made as part of an immediate response to keep a person safe approval for changing or using additional

methods of Restrictive Intervention must be obtained from the Council and/or an organisation authorised to act on its behalf; and

- All changes must comply with the Mental Capacity Act (2005) and Deprivation of Liberty Safeguards (DOLS); and
- This approval must be documented in the Individual's records and followed up by submission of a revised plan for approval by the Council and/or an organisation authorised to act on its behalf.

28.8 Individuals must **never** be deliberately restrained in a way that impacts on their airway, breathing or circulation. The mouth and/or nose must **never** be covered and techniques should not incur pressure to the neck region, rib cage and/or abdomen. There must be **no** planned or intentional restraint of a person in a prone/face down position **on any surface whatsoever**, not just the floor.

28.9 The provider will keep a record of **all** occurrences when any form of physical Restrictive Intervention is used, and the type used.

28.10 CQC summarise restraint as;

“In Regulation 13 of The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, a person controls or restrains a person using services by:

- Using, or threatening to use, force to enable them to carry out something that the person using the service resists, or
- Restricting the person's liberty of movement, whether or not they resist, including by using physical, mechanical or chemical means.”

29 Compliments, Concerns and Complaints

29.1 The Provider shall:

- ensure that it has in place a clear written compliments and complaints procedure.
- ensure that **all** Individual's and their advocates and/or representatives are aware of and have access to the Compliments and Complaints Procedure.
- investigate any complaints, compliments or quality issues that arise in a clear and concise way with **all** evidence clearly documented.
- maintain a comprehensive log of **all** complaints made and compliments received. This will be provided to Somerset Council, upon request.
- evidence how they ensure learning from complaints and compliments improves the quality of the Service, acts as an enhancement to the training provided to staff and be used to reinforce good practice.
- acknowledge **all** complaints and concerns upon receipt and will provide a comprehensive reply.
- ensure they make constructive use of local advocacy services where necessary and specifically to help resolve complaints and problems as early as possible.
- The Provider will listen objectively to, and act upon, the Individual's views and concerns, encouraging discussion and action on issues raised, to

seek to avoid/avert problems and Individuals feeling that they need to make a formal complaint in order for their views to be heard and/or acted upon. Feedback from compliments and complaints will be used to inform best practice across all the Provider's services.

- 29.2 As part of its own continuous improvement and development, the Provider will establish mechanisms to ensure on-going feedback is gathered from Individuals and staff, and any changes identified are actioned. Feedback will be shared with Somerset Council to ensure consistent development of the service.

30 Power of Attorney/Court of Protection

- 30.1 The Provider will ensure that managers and staff are made aware of, and instructed to respond accordingly where choices and decisions are required, for Individuals who are subject to Court of Protection or whose family members hold Power of Attorney. This will be recorded in the Individual's Person-Centred Plan.

31 Supporting Individuals to Manage Money

- 31.1 The Provider will put in place appropriate policies and processes for supporting Individuals to manage their own finances where this has been identified as an eligible need by the Referrer. All staff will be aware of these policies and operate within them **at all times**.
- 31.2 Where an Individual has been assessed, under the Mental Capacity Act (2005), as not having the Capacity to manage their own finances and there is no family member who can do it on their behalf, then the Provider will seek and act on guidance from the Council, and/or an organisation authorised to act on its behalf, regarding any Best Interest Decisions that are required, and applications that may need to be made for an Appointeeship and/or to the Court of Protection.
- 31.3 All Best Interest Decisions relating to the management of an Individual's personal finances will be reviewed as part of the annual review and retained within these documents.
- 31.4 Details of who is legally responsible for managing the finances and affairs of an Individual who has been assessed as lacking capacity will be detailed in their Person-Centred Plan.
- 31.5 The Provider will ensure that it communicates the prices of its services, including those relating to any items and/or services that are shared with other Individuals, clearly and transparently in order to enable Individuals, their representatives and Referrers to make informed choices.

- 31.6 Any additional charges that are not included in those paid by the Council, for example those relating to additional facilities and/or activities, including staff expenses and those relating to any items and/or services that are shared with other Individuals, that the Individual chooses to participate in and pay for using their own funds, will be clearly explained to each Individual and supported by a clear invoice and/or receipt as applicable. These additional facilities and/or activities must not conflict with the requirements and outcomes outlined in this and any other associated Specification.
- 31.7 Individuals will never be pressurised to incur an expense, including but not limited to staff expenses, participating in individual and/or group activities or items and/or services that are shared with other Individuals.
- 31.8 The Provider will account to each Individual, their Carer or representative, where applicable, for any of the Individual's money handled by the Provider.
- 31.9 Any loss, misuse or breakage of an Individual's money, benefit books, bank cards or property of significant financial or sentimental value must be reported to the Council as a Safeguarding issue immediately and subsequent instructions followed. In the event that a member of the Provider or a sub-contractor staff is found, following investigation by the Provider and/or the Council or an organisation authorised to act on its behalf, to be responsible for any loss/misuse, the Provider will be responsible for reimbursing the Individual.
- 31.10 Any loss or damage to the Individual's property will, regardless of value, be reported to the Individual immediately and, with their permission, their Representative. In the event that a member of the Provider or a sub-contractor staff is found, following investigation by the Provider and/or the Council or an organisation authorised to act on its behalf, to be responsible for any loss or damage, the Provider will be responsible for reimbursing the Individual.
- 31.11 The Provider's policy on staff expenses will include information on who will be responsible for any expenses incurred while supporting Individuals.
- 31.12 As a general principle, Individuals will **never** be asked to reimburse staff for an expense they would have incurred anyway. Staff will not pressurise Individuals into paying for food and/or drink for them on the basis that they would not have chosen to eat and/or drink at all or at the Individual's chosen location themselves. If a member of staff does not wish to incur the expense and cannot consume their own food and/or drink at the location that the Individual has chosen, then they should wait until they leave. If an Individual chooses or insists that they wish to pay for staff expenses or refreshments, and they have been assessed as having capacity to do so under the Mental Capacity Act (2005), then Staff must record this on every occasion in the Individuals record, and it must **never** be requested, an expectation or become standard practice.

- 31.13 Only where clearly detailed as a need / outcome in the individual's care and support plan completed by Somerset Council, will providers support individual's to manage their financial affairs. Where support is provided by the Provider to manage the Individual's finances, separate, itemised, records will be kept by the Provider relating to the handling of each Individual's money. These records will show **all** transitions in a single place without requiring reference to other systems and be supported by appropriate processes to ensure that each Individual's personal finances are managed in their best interests. This will include appropriate systems and processes to minimise the use of cash transactions. All records will be made available for the Council and/or an organisation authorised to act on its behalf.
- 31.14 Details of all bank accounts managed on the Individual's behalf, and balances will be available for external scrutiny by the Council and/or an organisation authorised to act on its behalf.
- 31.15 The Provider will arrange, at its own expense, for an annual independent audit of any Individual's personal finances that it or any member of its staff manages to provide assurance that they are being managed in the Individual's best interests.
- 31.16 The Provider, its staff or subcontractors will not advise on an Individual's Will, act as trustee for an Individual, nor (apart from exceptional circumstances and then only with the Council's written approval) assume Power of Attorney on behalf of Individuals. In addition, they will not act as an agent for funeral directors in persuading Individuals to pre-purchase a funeral service or any other form of sales/marketing.
- 31.17 The Provider, its staff and sub-contractors must not take financial advantage of its relationship with any Individual by asking them to pay staff for expenses that they would have incurred anyway, selling, or promoting, the sale of goods or services to them, using their own personal store cards or accounts to collect points or "cashback" (including using websites) through goods purchased by the Individual, **or any similar practice**.

32 Information Sharing

- 32.1 The Provider will develop, maintain and regularly review a dated and version-controlled list of Individual information that will be disclosed to sub-contractors, partner organisations or employers (where Employment Support is being provided). **Appropriate consent must be obtained from the Individual, and/or their representative as appropriate, and recorded before this information is shared.**
- 32.2 GDPR Laws must followed by Providers at all times. The GDPR sets out seven key principles:
- Lawfulness, fairness and transparency
 - Purpose limitation
 - Data minimisation

- Accuracy
- Storage limitation
- Integrity and confidentiality (security)
- Accountability.

- 32.3 Information legislation protects the human rights of people using services by ensuring information about individuals is:
- held only with consent.
 - held securely.
 - shared only on a 'need to know' basis.
 - accessible to them.
- 32.4 On the termination of an Individual's service, and subject to consent from the Individual and/or their representative, the Provider will transfer any information pertinent to the on-going delivery of care and/or support services to meet the Individual's needs and outcomes to any alternative service and/or Provider that the Individual, Council and/or an organisation authorised to act on its behalf commissions.
- 32.5 The Provider will require anyone with whom Individual information has been shared to return all information, including any copies they may have made, when a service ceases, or if initial discussions do not result in a service being provided, and will retain a record of what was returned and when.

33 Independent Advocacy

- 33.1 Somerset Council must involve Individuals in decisions made about them and their care and support. No matter how complex an Individual's needs, Somerset Council is required to help Individuals express their wishes and feelings, support them in understanding their options and assist them in making their own decisions.
- 33.2 An independent advocate must be appointed to support and represent an Individual where they have substantial difficulty being involved in decisions and there is no appropriate person to support them, and the Individual is required to take part in one or more of the following as described in the Care Act 2014:
- a needs assessment.
 - a carer's assessment.
 - the preparation of a care and support or support plan.
 - a review of a care and support or support plan.
 - a safeguarding enquiry.
 - a safeguarding adult review.
 - an appeal against a local authority decision under Part 1 of the Care Act (subject to further consultation).

- 33.3 The Provider will put in place appropriate policies and processes for supporting Individuals to access Advocacy Services. Accessible information about the Independent Advocacy Services that are commissioned by the Council can be provided by Somerset Council and the provider should support individuals to access this where possible / appropriate including contacting / communicating with their advocate.

34 Equipment

- 34.1 The Provider will ensure that all necessary equipment appropriate for the services being delivered is always available, excluding personal items which the Individual would be expected to own.
- 34.2 The Provider will ensure that equipment is maintained in accordance with Health and Safety legislation and the manufacturer's guidance, supervised by suitably trained staff when in use and stored safely when not in use.

35 Moving and Handling – Optimal Handed Care

- 35.1 Where an Individual's care and support needs require two or more Care Workers it will be set out in their Care and Support Plan and the Provider will be required to accommodate this. In such circumstances, both Care Workers should arrive at the Individual's home in time to work together.
- 35.2 The Provider must cooperate with Somerset Council to optimise packages of care, including minimising the provision of 2:1 support by using individual risk assessments completed jointly between Provider and a Health or Social Care professional.
- 35.3 This could be through the use of specialist moving and handling equipment and techniques provided by the Authority (such as the Optimal Handed Care Programme) or the NHS, where it is considered safe as part of an Individual risk assessment, and the Care Worker has received the necessary training to safely carry out the moving and handling alone, or with a willing and able informal carer.
- 35.4 All care packages involving moving and handling skills from a carer should always be risk assessed and regularly reviewed.

36 Community Equipment and Wheelchair Service (CEWS) and Independent Living Centres

- 36.1 In partnership with Somerset ICB, Somerset Council has commissioned a service to deliver the Community Equipment and Wheelchair Service (CEWS). CEWS provides a range of loaned equipment, wheelchairs and ceiling track

hoists to help people live independently, whether it's to support an individual at home or to help them whilst they are out and about. Residents can borrow equipment as long as needed from this service, which includes delivery and fitting, servicing, collection, and recycling. In most instances, to access the equipment and wheelchairs individuals need to be assessed by an appropriately qualified health or social care professional.

- 36.2 We encourage providers to refer individuals to our Somerset Independent Living Centres (SILC's), which are managed by Adult Social Care Occupational Therapy Teams. The service helps people in Somerset find equipment and solutions to stay active, independent and make life easier. They offer free practical advice, which is why they can be trusted us to guide individuals through the options to suit them. FREE appointments can be booked via email adults@somerset.gov.uk or call 0300 123 2224. Visit www.somerset.gov.uk/equipment for more details and to watch a video which will show you what to expect when you visit.

37 Termination of Individual Packages

- 37.1 Where a different notice period is specified for an Individual Service Type then that notice period will apply.
- 37.2 Should the Provider choose to change its model of service, for example to withdraw from providing a specific type of care and/or support or to specific range/type of individual needs, and that this includes a service provided to an individual under this specification, then the notice period will be a minimum of **26 weeks from the date of written notification** unless otherwise agreed in writing by the Council.
- 37.3 In all other circumstances where a service for one or more Individuals is being terminated by the Provider they must notify the Sourcing Care Service via email stating reasons for termination, the steps taken to prevent the termination, and the date they will last provide care. This date can be no shorter than **12 weeks** from the first Monday after giving written notice to terminate care and/or support, unless agreed in writing in advance by Somerset Council. The Provider will also notify the Individual of its decision and why it has been made in a format appropriate to their communication needs and preferences.
- 37.4 The Provider will not terminate and withdraw the care and support to an Individual other than in exceptional circumstances, and where agreed in advance with Somerset Council. The Provider will work proactively and constructively with the Council in order avoid terminating the service, including making adjustments to the service it provides, and retain evidence of all reasonable steps taken to prevent a termination.
- 37.5 Where the Individual wishes to exercise personal choice, and asks the Council to give notice to the provider in order to do so, then the notice period provided by the Council will be no less than **4 weeks** from the date notice is given. This may only be extended by written agreement from the Council.

- 37.6 If Care and Support is cancelled by Somerset Council or the Individual prior to the commencement date, the notice period is reduced to 14 calendar days unless otherwise agreed in writing by the Council.
- 37.7 If Care and Support is cancelled by the Provider, prior to the commencement date, there will be no paid notice period unless otherwise agreed in writing by the Council.
- 37.8 If Care and Support is terminated by the Council as a result of a change in an individual's needs which mean that it is no longer possible/appropriate for the provider to continue to support the individual then the notice period will only encompass the period between the provider being notified of this and the last day on which the individual receives a service, and no payment will be made beyond this date. Where the individual requires a new supported living service or care home placement to be sought the provider will work constructively with the Council while it identifies the new provider and in the management of the transition.
- 37.9 If Care and Support is terminated by the Council as a result of a significant safeguarding or performance concern that necessitates the provision of an alternative services then **the notice will be immediate** and payment will only be made for services delivered up to the point at which this notice is served unless otherwise stated in writing by the Council.
- 37.10 If the Provider is no longer able to legally deliver the services a result of a decision that it or the CQC has made to end its registration in relation to one or more of the services it provides, then it must inform the Council immediately. In these circumstances the services will terminate with effect from the date that the registration ceases regardless of all other notice periods that may apply. If notice has already been given by the Council, and the Provider is still within that notice period, then the prior notice period will be voided by the withdrawal of the Provider's ability to be legally deliver the service(s) and the notice will terminate on the date the registration ceases without any payment being made beyond that date unless otherwise agreed in writing by the Council.
- 37.11 The Provider will not obstruct in any way, and will make every effort to support, the Individual's transition to an alternative service and/or Provider that the Council and/or an organisation authorised to act on its behalf commissions.
- 37.12 On the death of an Individual, the care and support shall terminate immediately. Notification of death must be reported to the Sourcing Care Service.

38 Temporary Breaks in Service

- 38.1 Where an Individual has a planned, one off, absence from the service of up to 7 calendar days due to holidays, respite, or any other reason such as

appointments, Somerset Council will continue to pay the Personal Budget. Any additional period, or regular absences will be agreed in writing on a case-by-case basis.

- 38.2 Where a person is not able to attend or receive a commissioned service due to a decision made by or situation evoked by the commissioned provider, then Somerset council will not pay for missed service and invoices should be amended to reflect reduced support delivered. Examples include but are not limited to; services closed over Christmas period, services closed for full staff training, staffing / rota issues and service changes in pattern or delivery time / location.

39 Appendices

Appendix A	People of Somerset's Voice	 final service user charter_221223.pdf
Appendix B	Somerset Policies, Process and Procedures Links	 Appendix B Policies, Guidance and Proce

Appendix C	Financial Schedule	 Appendix C - Finance Schedule.ppt
Appendix D	Glossary of Terms	 Appendix D - Glossary of Terms.ppt