

# Disability Support Services

## Tier Two Service Specification

### Contract Board

## 1. Introduction

This Tier Two Service Specification provides the overarching Service Specification for all Contract Board Services funded by Disability Support Services (DSS). It should be read in conjunction with the DSS Tier One Service Specification, which details requirements common to all services funded by DSS.

## 2. Service Definition

The Ministry purchases Contract Board Services (the Services) for people with an intellectual disability, who want this type of living arrangement and meet the access criteria for DSS funding.

### 2.1 Key Terms

The following are definitions of key terms used in this Service Specification:

Term	Definition
<b>Behaviour Support</b>	Means a continuous process to manage challenging, complex or intrusive behaviours. There may be times when providers require specialist advice to assist them with behaviour support. The Ministry has contracted a provider of Specialist Behaviour Support Service that is accessed through NASC referral.
<b>Dual diagnosis</b>	Means a condition whereby a person has two diagnoses e.g. a mental illness and an intellectual disability. People with dual diagnosis may require higher levels of support. Special expertise is needed to provide appropriate services for people with dual diagnosis.
<b>Needs Assessment Service Co-ordination Agencies (NASC)</b>	NASCs are services funded by the Ministry. Their roles are to determine eligibility, assess the Person's level of disability support needs, inform People / families / advocates of what the support package contains, discuss options and co-ordinate support services to meet those needs. NASCs co-ordinate such services, but do not themselves provide the services.
<b>Person / People</b>	Means the individual/s using the services. It refers to the people who are eligible, have been referred by

<b>Term</b>	<b>Definition</b>
	NASC, and are receiving the services described.
<b>Personal Plan</b>	Means the document developed by the Person and the Provider to record the Person's goals and objectives in the short and long term.
<b>Specialist Behaviour Support Service</b>	Means the provider contracted by the Disability Support Services group in the Ministry of Health to provide these services.

### **3. Service Objectives**

3.1 The Provider will deliver on the following objectives:

- a. People will live in a family type setting that is accessible, homely, clean, well maintained and provides privacy and autonomy.
- b. People will be encouraged and supported to increase their independence (to the capacity of the Person), self-reliance, and be provided with information that enables them choice and control.
- c. People will live in an environment that safeguards them from abuse and neglect and ensures their personal security and safety needs are met.
- d. People will be encouraged to experience opportunities for optimum health, wellbeing, growth and personal development including the Contract Board family proactively seeking opportunities and experiences for People they support.
- e. People will be actively supported to integrate into their community and to be involved with friends and family, in accordance with their choice and personal goals.
- f. Contract Board families will be well supported to positively support the Person and meet their needs, including implementing services designed by health and disability professionals.

### **4. Service Performance Measures**

4.1 Performance Measures form part of the Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent key service areas the Purchasing Agency and the Provider will monitor to help assess service delivery. Full Reporting Requirements regarding these measures are detailed in Appendix 3 of the Outcome Agreement. It is anticipated the Performance Measures will evolve over time to reflect Ministry and Purchasing Agency priorities.

4.2 Measures below are detailed in the Performance Measures Data Dictionary available on the Ministry's website, which defines what the Ministry means by certain key phrases.

	<b>How much</b>	<b>How well</b>	<b>Better off</b>
1.			#/% families/whānau who reported that they felt confident to meet the Person's needs as per the Person's personal plan.
2.	# of People who know how to make a complaint and how to access independent advocacy.	% of People who know how to make a complaint and how to access independent advocacy.	
3.	# of complaints that have been received	% of complaints that have been resolved (i.e. a corrective action plan has been implemented)	
4.	# of personal plans completed within 3 weeks of entry into the service and signed off by the Person	% of personal plans completed within 3 weeks of entry into the service and signed off by the Person	
5.	# of personal plans reviewed and signed-off by the Person at least once every 12 months	% of personal plans reviewed and signed-off by the Person at least once every 12 months	
6.			#/% of goals in personal plans achieved
7.			#/% Māori who are active participants in their whānau, hapu, iwi and communities.

## 5. Eligibility

### 5.1 Access / Entry Criteria

Access to Contract Board Services is by referral from the NASC following an individual needs assessment process. This will ensure that the following criteria have been met for People referred to the Provider:

- a. The Person is DSS eligible as determined by the NASC
- b. The NASC indicates the Person requires the level of care and support provided by the Provider
- c. The Person, and/or their family / whānau / advocate where appropriate, has indicated that they want to live in a Contract Board arrangement and has been involved in the selection of the Contract Board family.

## 5.2 Exclusions

- 5.2.1 Excluded from the Services will be any individual or individuals entitled to support under the Accident Compensation Act 2001.
- 5.2.3 Funding for services for people who choose to live in the following situations are excluded from this Specification (except in specific cases negotiated with and agreed to by the Ministry of Health):
  - a. Living with own Family/Whānau
  - b. Community residential services
  - c. Supported independent living.

## 6. Service Components

### 6.1 Personal Plans

#### **Guidance:**

People living in Contract Board Services can expect a service that values their aspirations, strengths, capacities and gifts and supports a positive vision for their future. A Personal Plan is helpful to assist People to think about what is important to them, and what they want to achieve now and into the future. Planning tools not only aid in the creation of a positive and life affirming vision; they also invite collaboration, self-direction, create momentum and commitment and provide practical steps with which to turn that vision into reality.

The Ministry recognises that best practice in Personal Planning will evolve over time and that there are a number of planning tools available. Providers are expected to develop expertise around supporting effective planning.

#### Remember:

- The person owns the plan and is involved and central to all decisions
- The process should be flexible and responsive, and not intrusive
- Family and friends may be partners in the planning process
- The plan focuses on aspirations, strengths, capacity and gifts and looks to the future
- Long-term aspirational goals should be broken down into achievable short-term

goals

- Planning builds a shared commitment to action.
- Planning is an on-going process.

6.1.1 The Provider, with the Person, will:

- a. Develop a documented Personal Plan for and with each Person within three weeks of entry to the Service, which uses a format tailored to meet the Person's needs.
- b. Review and amend the Personal Plan as appropriate whenever requested by the Person, or whenever a significant change occurs in the Person's life or at least annually, and ensure the reviewed plan is signed by the Person or their family/whānau/guardian/advocate where appropriate.
- c. Ensure the planning process is person-centred and led by the Person, and where approved by the Person, their family/ whānau/ guardian/ advocate, with support provided to ensure the Person is listened to and the planning experience is positive and relevant.

6.1.2 The Personal Plan will document:

- a. How the Person's specific communication requirements will be met
- b. The Person's short and long term goals (including any therapeutic programmes that have been arranged)
- c. The services, activities, inputs, any identified safeguards and resources which will be required to achieve steps towards these goals
- d. Indicate steps to achieving goals, people who will support the person with them, and who will have responsibility for overseeing them (this may include family/ whānau/ guardian/ advocate)
- e. Recognition of community participation and specific needs e.g. cultural, emotional, physical and spiritual needs
- f. Risks associated with achieving and not achieving the goals and how these will be mitigated.

## 6.2 Risk Management

### **Guidance:**

Allowing People the "dignity of risk" means respecting a Person's autonomy and self-determination to make his or her own choices even if we may disagree. The goal is therefore not to eliminate risk, but to support the Person with appropriate safeguards, information and strategies to minimise the risk of harm, so the Person can take positive risks and make choices that are right for them. The Contract Board family must consider the rights of the People they support and should not restrict choices or actions unnecessarily.

- 6.2.1 The Provider will ensure that the Contract Board family:
- a. Supports People to make their own choices and identify and understand any areas of potential risk as a result of their choices
  - b. Supports People to explore ways to mitigate potential harm and apply appropriate safeguards.
- 6.2.2 The Provider is required to meet the requirements of the Tier One Service Specification and Health & Disability Sector Standards. In addition to meeting those requirements, the Provider's Risk Management Plan shall address matters such as:
- a. The safety and security of the Person, the Contract Board family and staff while at home and away from home. There will be times when responsibility transfers to another funded provider e.g. day programme. Such transfers must be clearly documented and agreed in advance.
  - b. Dealing with challenging behaviours – when and how to access behaviour support services and when to access NASC for reassessment/review of the Person's needs.
  - c. Ensuring first aid kit and Civil Defence supplies are stocked and updated as necessary.
  - d. Management and documentation of crises and incidents as required in the Outcome Agreement. Documentation should include whether the Specialist Behaviour Support Service / Dual Diagnosis Service has been involved.
  - e. Relationships and communication in crisis situations with family/whanau/advocates, neighbours/ other household members including staff.
  - f. Development and maintenance of positive relationships with the immediate neighbouring community.

### **6.3 Behaviour Support**

- 6.3.1 The Provider will:
- a. Ensure that challenging behavior is identified early and a referral is made through the NASC to the Specialist Behaviour Support Service where the Contract Board family requires support to manage the behaviour effectively.
  - b. The Specialist Behaviour Support Service may be consulted for advice outside of a formal referral.
  - c. Work cooperatively with the Specialist Behaviour Support Service or Dual Diagnosis Services to develop and implement any Behaviour

Support or Treatment Plan for the Person.

- d. Ensure the Contract Board family uses positive behaviour support for managing challenging behaviours that incorporates the principle that a Person's freedom should be restricted only for safety reasons.
- e. Any behaviour support provided must be managed through the use of a formal written plan so that a consistent and supportive approach is demonstrated. The behaviour support plan will be integrated with other planning done to support the Person.

#### **6.4 Selection and matching of the Person's needs with a Contract Board Family**

- 6.4.1 The Provider will undertake the selection, matching and trial placement for the Person. This will involve ensuring character references are sought; all people in the house 18 years and over undergo police checks and a rigorous interview.
- 6.4.2 The Contract Board Family is required to regularly advise the Provider of new Persons 18 years and over living in the home and of any charge of a criminal nature made against the Contract Board family or any members of the Contract Board family's household.

#### **6.5 Ongoing support of the Person within the context of their Contract Board Family**

- 6.5.1 The Provider will support and encourage the Contract Board family, by way of contact at least on a monthly basis, and monitor the placement to ensure that the Person's needs are being met.
- 6.5.2 The Provider will advise the Contract Board family of any training opportunities available through the Provider staff training programmes and facilitate attendance at such programmes where attendance will enhance the ability of the Contract Board family to care for the Person with a disability.

#### **6.6 Environment, Support and Community Involvement**

The Contract Board family will:

- a. Provide board, care and support for the Person within their own home
- b. Provide a furnished bedroom within the home for exclusive use of the Person, and to allow him/her access to and use of all other rooms and facilities in the home with the exception of other bedrooms and any other private space agreed
- c. Provide a homely atmosphere in which the Person will be treated as a family member, with encouragement and support for him/her to have an integrated lifestyle with home and community activities, including

recreational and leisure activities, and contact with family relatives and friends

- d. Provide opportunities for the Person to have regular visits to the Person's family / whanau home. Such visits should be encouraged and arranged between the Contract Board family and the Person's family/whanau.
- e. Ensure respect, dignity and confidentiality in all dealings with the Person and his/her family
- f. Care for the Person in accordance with the Personal Plan prepared with them, within the agreed time frames, including support in relation to behavioural, cultural, spiritual, physical, emotional needs and any employment, education, day programme or recreational programme, and to attend and participate in regular reviews of the Personal Plan
- g. Support and encourage the Person to access vocational, educational, social, recreational and other interests including accessing community facilities, leisure activities and opportunities for socialisation
- h. Arrange or assist the Person with transport or arrangements for transport to achieve objectives of the Personal Plan
- i. Ensure the Person is supported to participate in the New Zealand political process including but not limited to voting at national, regional and local levels as they choose
- j. Ensure that the Person has access to emergency and regular medical or dental treatment, and to report any serious problem of this nature to the Provider immediately
- k. Administer medication or to assist the Person in taking medication in accordance with instructions from the prescribing doctor and with the Provider's medication standards and policy
- l. Comply with relevant legal and organisational requirements with regard to the provision of transport and:
- m. Supply the Provider with a copy of the driver's license for each Person transporting him/her
- n. Advise the Provider immediately if they have or develop a condition that limits their ability to drive or have their license endorsed or cancelled.
- o. Inform the Provider prior to any trips out of the area or of any overnight stays out of the Contract Board family home, and recognises that full responsibility for the Person's well-being cannot be transferred to another Person but always lies with the Contract Board family. All respite care, irrespective of how it is paid for, will be provided by the

Provider-approved respite service and with the consent and knowledge of the Provider.

- p. Observe in caring for the Person the Philosophy and Policy of the Provider as issued from time to time and as may be varied by the Provider.
- q. Attend any relevant training and Contract Board family meeting convened by the Provider to which they receive an invitation.
- r. Participate in any evaluation and monitoring to ensure service standards are met as may be required by the Provider and external agencies from time to time. To enable this to occur, the Contract Board family will allow reasonable access to their home and will make themselves available to respond to questions from the evaluators.

## **6.7 Physical Environment**

- 6.7.1 The Provider will ensure that the Contract Board family home is safe, comfortable and accessible for the Person, has well-maintained home and grounds and no identifying features (signage) on the house or vehicles to denote the house/vehicle as different from others.
- 6.7.2 The Provider will provide all aids and equipment for general use to enable Persons to use their environment. Equipment may include commodes, rails, raised toilet seats, shower stools, and adjustable beds, hoists and chairs.

## **6.8 Individual Support Services**

- 6.8.1 The Provider is responsible for:
  - a. The ongoing assessment of, and being responsive to, the functioning, abilities, well-being and support needs of the Person
  - b. Referral to the appropriate service when there is a need for specialist assessment – some services may require the referral to be made by the General Practitioner (GP) or NASC
  - c. First aid
  - d. Supporting the Contract Board family to assist the Person to develop skills and increase his/her ability to be independent
  - e. Privacy for the Person in the form of, but not limited to:
    - Access to private telephone (including for toll calls, although the cost of this may be charged to the Person)
    - Access to private space for social and other reasons
    - Respect for personal mail, for example, the ability to have letters opened and read in private unless assistance is required by the Person

- Support to maintain and strengthen relationships with family and friends
- Where the Person is not involved in structured day time support the provider will ensure that the Person has access to a range of appropriate and meaningful activities, at home and outside of home.

## **6.9 Settings**

- 6.9.1 Contract Board Services will be provided in a range of communities, in family type settings.
- 6.9.2 The Provider will meet the requirements set out in the Tier One Service Specification and the Health & Disability Sector Standards.

## **7 Provider Responsibilities**

- 7.1. The Provider will:
- Provide accommodation in an emergency situation where the Contract Board family is unable to continue to provide care for reasons beyond their control, and where practical upon at least two weeks advance notice, to provide relief care for agreed periods. The Provider will arrange respite through visits to the Person's family / whānau home and/or temporary, short-term alternative board placement as required.
  - Audit the personal finances of the Person every three months to ensure the requirements of Section 11.5 of this specification are met
  - Plan and coordinate services to ensure that there is 24-hour availability of support for the Person in case of any emergency requiring the Provider's response.
- 7.2 If the Provider believes the Contract Board family is not able to meet any part of the requirements of this Outcome Agreement, and bearing in mind that the best interests of the Person shall be the primary consideration, then the Provider will work with the Contract Board family to investigate the issues and either provide remedial training or immediately terminate the Contract Board arrangement.
- 7.3 Providers are encouraged to make use of the Let's Get Real Disability Framework: <http://www.tepou.co.nz/library/tepou/lets-get-real-disability>

## **8 Exit Criteria**

- 8.1 In addition to the Discharge Planning / Service Exit provisions in the Tier One Service Specifications and the Health & Disability Sector Standards, any possible transfer to an alternative Provider or to another home must be

discussed with and agreed by the NASC prior to the final decision being made.

- 8.2 The Provider will give reasonable notification to enable the Person to access alternate services as required according to the Person's assessed needs.
- 8.3 Where a Person requires admission to a mental health setting or specialist provider, this change will involve input from a relevant specialist e.g. Psychiatrist, Behaviour Support team. The NASC may be involved to assess a change in the Person's needs.
- 8.4 The Provider will ensure the following notifications occur following on the death of any Person:
  - a. Family / whānau / guardian / advocate immediately
  - b. The NASC within 48 hours
  - c. The Ministry (for payment processing purposes) through the next information reporting (invoicing) cycle
  - d. The DSS Contract Relationship Manager as soon as is reasonably practicable.
- 8.5 Where appropriate, the Provider must notify Ministry of Social Development (MSD) Work and Income of a person's entrance or exit from the Service within 5 working days.
- 8.6 The Provider must ensure the Person with a disability is not removed from the home, moved to any other residence operated by the Provider or another Provider, or that other significant changes of service provision occur unless:
  - a. Requested by the Person and/or their advocate/family and approved by the NASC
  - b. Assessed prior by the NASC and with involvement of any appropriate specialist support services, or
  - c. As agreed by the Ministry.
- 8.7 Contract Board Persons will be referred back to the NASC agency if:
  - a. Their needs can no longer be met by the Provider
  - b. They no longer require the service
  - c. They decide they want to access an alternative service provider.

## **9 Linkages**

- 9.1 Providers of Contract Board Services must establish and maintain co-operative working relationships with all other relevant service providers. Whilst the Provider may not be responsible for providing these services, they must ensure timely access to them. The Provider is required to demonstrate links where appropriate with:

- a. Primary and secondary medical services
- b. Day activity / vocational / educational services
- a. NASC
- b. Independent advocates and advocacy services
- c. Equipment management services
- d. Specialised assessment services
- e. Mental health services
- f. Behavioural support services
- g. Assessment Treatment & Rehabilitation Services
- h. Appropriate ethnic and cultural groups
- i. Disability consumer groups / Disabled Persons' Organisations
- j. Government departments such as MSD Work and Income
- k. Maori social and community services, support groups, and social service organisations e.g. local Kaumatua, marae, whanau groups, counselling, budget and family support services
- l. Supported work and other employment programmes
- m. Community services e.g. libraries, swimming pools etc.

## **10 Excluded from purchase price**

10.1 The following items are excluded from the purchase price. The Person is responsible for:

- Clothing and personal toiletries, other than ordinary household supplies (e.g. household cleaning supplies etc). However, the Provider will ensure these items are purchased by the Person, next of kin or agent as required and that items purchased are consistent with the preferences of the person
- Telecommunications costs incurred by the Person
- Services such as community dentists, opticians, hairdressers and solicitors. If the costs of these services fall beyond their ability to pay the Person will be supported to negotiate with MSD Work and Income for access to special funds under their entitlements
- User part-charges for pharmaceuticals and medical costs e.g. GP, Medical Specialists
- Transport costs to family/whānau/guardian visits outside their local community.

- 10.2 The following items are generally purchased by the Ministry through a separate service agreement, or another service purchaser. However the Provider will ensure the Person has access to:
- a. Educational services and travel to those services as funded through the Ministry of Education
  - b. Specialist dental services as funded directly by the Ministry of Health through District Health Boards (DHB) or directly with dental practitioners for specialist dental services requiring general anaesthetic
  - c. Incontinence supplies (these are funded by DHBs<sup>1</sup>)
  - d. Specialist behaviour support service
  - e. Day programmes
  - f. Other personal health services such as District Nursing.

**Note:** The Provider may be required to support the implementation of plans or strategies developed by these other services, such as implementation of a Behaviour Support Plan.

## 11 Quality Requirements

### 11.1 General

11.1.1 In addition to the Quality requirements set out in the Outcome Agreement and the Tier One Service Specification the Provider will ensure:

- a. Adaptability to respond to new research developments and policy guidelines in the disability field. It is also expected that there will be development in best practice strategies for increasing the inclusion of Persons in the day to day management of their home environment.
- b. Development and maintenance of professional relationships with referrers.
- c. Comprehensiveness of the service to cater for diversity amongst Persons.
- d. Maintenance of records about the Person to record clear, current, accurate and complete information.

### 11.2 Family Member/Guardian Involvement

11.2.1 It is the Provider's responsibility to:

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<sup>1</sup> Section 4.14 of the Ministry of Health. 2014. *2014/15 Service Coverage Schedule*. Wellington: Ministry of Health.

- a. Proactively facilitate and value family/whānau/guardian/advocate in their role of supporting the Person to the extent that the Person wants this.
- b. Provide opportunity for family/whānau/guardians/advocates to be involved in Contract Board operations and development as agreed with the Person. This should include:
  - Input into policies and procedures
  - Input into service planning and development
  - Input into Contract Board family selection/appointment
  - Involvement in internal quality monitoring
  - Input and active participation in the ongoing development, review and implementation of a Personal Plan
  - Representation on an advisory group and opportunity for input at Governance level
  - Involvement in planning, arranging and managing activities such as social and recreational activities.

### **11.3 Acceptability**

- 11.3.1 The Provider will demonstrate how effective the service has been in achieving the Person's goals, and achieving community integration for each Person.

### **11.4 Safety**

- 11.4.1 The Provider will document its policies / practice guidelines for the following aspects of service delivery, and ensure the Contract Board family is made aware of these:
  - a. Keeping the Person safe from all types of abuse by others
  - b. Managing disruptive behaviour in the least restrictive way possible
  - c. Medication administration and review
  - d. Clinical aspects of service delivery
  - e. Healthy lifestyle issues including: fostering respectful relationships, contraception and sexually transmitted disease/safe sex.

### **11.5 Financial Accountability**

***Guidance:***

Everyone handles their finances differently and everybody makes mistakes with their finances at times. It is important that People should be able to make

mistakes and take positive risks as long as they are aware of the possible outcomes. Planning for how money will be handled, during the early planning and engagement process is important as this can assist the Person to better understand their personal finances.

Providers, from time to time, may need to assist People day to day with their money needs. It is recommended that staff do not directly handle a Person's money or use their PIN number, unless there is no other way to do it and there is a clear documented and agreed process for how this works, including the organisation's oversight to prevent abuse of trust.

#### 11.5.1 It is the Provider's responsibility to:

- a. Support the Person in their right to control their own money (a Person has the right to control their own money unless this is removed under the Protection of Personal and Property Rights Act 1988 or other statutes).
- b. Develop and document a clear and auditable system and processes for People who require assistance with their finances. This system must be understood and agreed by the Person and/or their family / whānau / guardian or advocate and the Contract Board family.
- c. Ensure that in circumstances when the Person chooses to appoint a financial manager to manage their money for them, that this person or agency is not another Person in the home, nor the Contract Board family, nor an employee of the Provider. The Person and/or their family / whānau/ guardian/ advocate will nominate someone external to the Provider as financial manager for his / her personal financial arrangements.
- d. Where the Person does not have a financial manager or a family / whānau / guardian / advocate to manage their money, and is unable to control their own finances, as a matter of last resort the Provider may act on behalf of the Person regarding financial decisions. The Provider must inform the Provider's governance body of these circumstances.
- e. Ensure the Person has access to general financial advocacy or independent support, regardless of whether they have appointed a financial manager. It is desirable that different people are appointed to carry out the different roles.
- f. Maintain documentation of financial matters for audit purposes by the Ministry's evaluation agency when People do not control their own money. People should hold copies of the documentation of their finances when these are managed on their behalf.

## 12 Purchase Unit

- 12.1 Purchase Units are defined in the Ministry of Health's Nationwide Service Framework Purchase Unit Data Dictionary. The following table specifies the Purchase Unit Code associated with the Tier Two Contract Board Services.
- 12.2 Contract Board Services will be purchased according to levels of funding as assessed by the NASC and will be purchased by occupied bed days.
- 12.3 Persons make a part payment toward the cost of their board. The Provider will pay the Contract Board family at the agreed rate for each full day that the Person is in the care of the Contract Board family. **Please note that this is not an employment relationship.**
- 12.4 The amount paid will be based on:
- The level of support required to meet the goals in the Personal Plan
  - The support required to meet the Person's recreational and social needs
  - Environmental factors such as damage to the home
  - The individual household needs related to food, washing and cleaning etc.
  - The behavioural or medical / physical complexity
  - The number of external appointments etc. that the Contract Board Family needs to attend to meet the Person's needs
  - Level of supervision required over the 24 hours, i.e. up at nights.

<b>Purchase Unit Code</b>	<b>Purchase Unit Description</b>	<b>Measure</b>	<b>Purchase Measure definition</b>
DSS1037	Contract Board	Occupied bed day	Contract board is to provide a family type setting for adults with intellectual disability

## 13 Reporting Requirements

- 13.1 Full Reporting Requirements (including any Provider specific reporting requirements) are included in Appendix 3 of the Outcome Agreement.