



Adult & Community Services Directorate

**RESIDENTIAL AND NURSING HOME CARE
PRE-PLACEMENT AGREEMENT
(Adults)**

Provider

Agreement No

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Section A

Authorised Signatory to the Agreement & Definitions of Terms

A1 This Agreement will commence on:

A2 and will terminate on:

A3 This Agreement is made between:

(the Service Purchaser)

A4 and:

(the Service Provider)

A5 for the provision of:

(the Service).

A6 **Authorised Signatory for Service Purchaser**

This Agreement is signed by the Duly Authorised Signatory on behalf of the Service Purchaser:

Name:

Position:

Signature:

On behalf of the Service Provider:

Name:

Position:

Signature:

Section A Continued

Authorised Signatory to the Agreement & Definitions of Terms

A7 Definition of Terms:

In this Agreement the following words and expressions shall have the following meanings :

A7.1 'Agreement' – means this Agreement which consists of Sections A, B, C and D and any Appendices listed in the contents.

'Agreement Period' – means the period of the Agreement from its commencement date as shown in Condition A1 and its termination date as shown in Condition A2.

"Banding" – means the weekly fee rate as determined by Devon County Council

'Caldicott Principles' - means a set of standards identified by the 1997 Caldicott Committee, which govern the use of personally identifiable information in the health service and councils with social services responsibilities.

"Care Manager " – the Care Manager is the person appointed by the Service Purchaser to assess need and to plan, arrange, monitor and review services for individuals

'Default' – means any failure on the part of either the Service Purchaser or the Service Provider to carry out their obligations under the Agreement.

'Default Notice' – means a notice which either Party issues to the other which sets out the nature of the Default and the time scale in which it must be put right. Any such time scale must be reasonable in all the circumstances.

'Duly Authorised Signatories' – means the persons who are entitled to sign this Agreement on behalf of the Service Purchaser and the Service Provider.

Fixed Term Contract – means a Contract where a placement has been made for a fixed period of time (either days or weeks) e.g. for purposes such as respite care or a short stay for assessment purposes.

Initial Period – means the first 4 weeks of any placement

Individual Contract – the form issued by the Service Purchaser incorporating the Service User's care plan and specifying the service to be delivered by the Service Provider to an individual Service User, or which sets out any amendment to such a service. Where the Individual Contract is issued in respect of an individual Service User it shall incorporate the terms and conditions of the Agreement.

'Parties' – means those individuals or organisations listed in Conditions A3 and A4.

'Persistent Default' – means where either Party has committed more than two Defaults during any period of six consecutive months, whether these are the same Defaults or different Defaults.

'Price' – means the Price set out for the Service in Appendix One to the Agreement.

'Regulatory Bodies' – means organisations that have a statutory responsibility for regulating the services provided by a Service Provider.

'Serious Default' – means a Default which materially prejudices the health, safety or welfare of a Service User or Service Users.

'Service' – means the services provided in accordance with the conditions of this Agreement and the Service Specification and the Appendices.

'Service Provider' – means the individual or organisation responsible for providing the Service, as set out in Condition A4.

'Service Purchaser' – means Devon County Council and/or NHS Devon (s) or any successor and any other organisation with responsibility for purchasing the Service.

Section A Continued

Authorised Signatory to the Agreement & Definitions of Terms

'Service Specification' – means the details of the Service to be provided, which form Section D of this Agreement.

'Service User' – means an individual who uses the Service under this Agreement.

'Service User Contribution' – means the financial contribution that the Service User makes towards the cost of the weekly fee

'Third Party Contribution' - means a payment made by an individual who is not the Service User in addition to the financial contribution made by the Service User and Devon County Council towards the cost of the weekly fee

'TUPE' – means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive.

'Variation Agreement' – a letter which sets out a variation to the Agreement agreed and signed by both Parties.

'VAT' – Value Added Tax.

'Working Days' – between 9.00am and 5.00pm Monday to Friday inclusive, but does not include any days that are Bank Holidays or public holidays.

- A7.2** Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- A7.3** Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- A7.4** References to conditions and appendices are references to conditions and appendices of this Agreement and any reference to a sub-provision is, unless otherwise stated, a reference to a sub-provision of the provision in which the reference appears.
- A7.5** Headings and titles appearing in this Agreement are for reference only and do not affect its construction or interpretation.

Section B

Standard Conditions

B1 Complete Agreement

- B1.1 This Agreement and the appendices to it shall constitute the entire agreement and understanding made between the Service Provider and the Service Purchaser with respect to all matters which are referred to and shall supersede any previous agreements between the Parties in relation to the matters referred to in this Agreement.

B2 Variations

- B2.1 Variations to this Agreement shall only be made in writing in the form of a Variation Agreement agreed and signed by both Parties.

B3 Sub-Contracting & Assignment

- B3.1 The Service Provider shall not assign or sub contract any of his rights and duties under this Agreement to any individual or organisation without the prior written consent of the Service Purchaser, except for the hiring of agency staff in cases of emergency or to cover absence. All agency staff shall be subject to the same vetting arrangements as staff employed directly by the Service Provider.
- B3.2 Where the Service Purchaser has consented to the Service Provider sub-contracting any part of the Service, the Service Provider shall remain responsible for the acts, omissions, defaults and neglect of any sub-contractor.
- B3.3 Where in agreement with the Service Purchaser the Service is sub-contracted to individuals who are self-employed, the Service Provider is responsible for ensuring that such individuals are properly trained, supervised and insured in accordance with Condition B7.
- B3.4 The Service Provider shall inform the Service Purchase of their intention to sell the business giving a minimum notice of 28 days of such intention. The Service Purchaser shall not normally withhold assignment of the Agreement, providing that the new owner complies or intends to comply with the terms of the Agreement.

B4 Agency

- B4.1 The Service Provider or anyone employed by the Service Provider shall not hold themselves out as being the agent or servant of the Service Purchaser, or enter into any contract or bind the Service Purchaser to any undertaking unless agreed in writing by the Service Purchaser.

B5 Default

- B5.1 If either Party considers that the other is in Default of their obligations under this Agreement, they shall issue a Default Notice setting out the nature of the Default and specifying a reasonable time scale within which the Default shall be put right.
- B5.2 If the Default has not been put right within the specified time scale then the Party which issued the Default Notice will be entitled to terminate this Agreement by giving the other Party not less than three months written notice. Alternatively the Party which issued the Default Notice shall be entitled to withdraw from this Agreement that part of the Service which is the subject of the Default Notice.
- B5.3 If the Default is a Serious Default (and if it is, then the Default Notice must say so), then the Service Purchaser shall be entitled to terminate this Agreement with immediate effect and/or take whatever other action may reasonably be deemed necessary to protect the health, safety or welfare of any or all of the Service Users.
- B5.4 Where appropriate the Service Purchaser may also inform any relevant Regulatory Bodies or other Local Authorities, about the Serious Default referred to in B5.3 or temporarily or permanently remove the Service Provider from any list of approved providers.

Section B Continued

Standard Conditions

B6 Disputes

- B6.1 The Service Provider and Service Purchaser shall use their best endeavours to resolve by agreement any dispute between them.
- B6.2 In order to resolve a dispute, either may use the following procedure:-
- B6.2.1 Request a meeting between the Service Purchaser's and Service Provider's Contacts within 10 Working Days of the dispute arising, or such other period that might be agreed.
- B6.2.2 If the dispute remains unresolved, then a further meeting involving senior representatives of the Parties may be requested within a further 10 Working Days of the date of the meeting referred to in B6.2.1, or such other period that might be agreed.
- B6.2.3 If the dispute is still not resolved, then the matter may, if both Parties agree, be referred to independent mediation as soon as reasonably practicable. The mediator shall be an individual or organisation agreeable to both Parties. The costs of mediation shall be borne in equal parts between the Parties.
- B6.2.4 If the matter cannot be satisfactorily resolved through mediation, then the matter may, if both Parties agree, be referred to an independent arbiter agreed by both Parties. Responsibility for the costs of arbitration shall be decided by the arbiter.
- B6.3 Use of the dispute procedure set out in this Agreement will not delay, or take precedence over, any use of the Default or Termination procedures.

B7 Insurance

- B7.1 The Service Provider shall obtain and keep in full force and effect throughout the duration of this Agreement the following minimum insurance cover and provide to the Service Purchaser, upon request, written evidence that cover is in place. The Service Provider shall also ensure that any sub-contractors who are providing any or all of the Service on their behalf take out and maintain equivalent insurance:
- B7.1.1 Employers' Liability Insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements;
- B7.1.2 Public Liability Insurance in a minimum amount of £5million for each and every claim, act or occurrence or series of claims, acts or occurrences;
- B7.1.3 Where relevant to the Service provided, Professional Indemnity Insurance in an amount for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover the Service Provider's liabilities under this Agreement.

B8 Liabilities & Indemnities

- B8.1 The Service Provider shall indemnify and keep indemnified the Service Purchaser from and against any and all loss, damage, costs, expenses, liabilities, claims or proceeding, whether these arise under statute or common law, (together referred to as "the Service Purchaser's losses") which the Service Purchaser suffers as a result of any breach of this Agreement, act, omission, default or neglect. Default or breach of statutory duty on the Service Provider's part in carrying out their obligations under this Agreement or on the part of any person the Service Provider employs or engages to carry out their obligations under this Agreement.

B9 Confidentiality & Data Protection

- B9.1 The Service Provider shall comply in all respects with the requirements of the Data Protection Act 1998 and Caldicott Principles in so far as they apply to the Service. The Service Provider shall provide sufficient guarantees in respect of the appropriate technical and security measures taken with regard to all processing of Service User information which for the purposes of this Condition B9 includes personal data and sensitive personal data as defined in the Data Protection Act 1998.

Section B Continued

Standard Conditions

- B9.2 The Service Provider shall take all necessary steps to ensure that all information concerning Service Users is treated as confidential and must not divulge or allow to be divulged such information except to the extent permitted under this Agreement or authorised by the Authorised Officer. Any breach in confidentiality may be reason for ending this Agreement.
- B9.3 The security, safety and well-being of Service Users takes precedence over issues of confidentiality and accordingly where the Service Provider has received information that a Service User may be at risk, the Service Provider shall report this immediately to the Service Purchaser and co-operate fully with any subsequent procedures.
- B9.4 Each Party shall ensure that all significant information it receives concerning the Service User, for example where circumstances change, is made available to the other Party.
- B9.5 The Service Provider shall indemnify and keep the Service Purchaser indemnified against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Service Purchaser for breach of statutory duty under the Data Protection Act 1998 which arises from the use disclosure or transfer of any personal data or sensitive personal data by the Service Provider or any of the Service Provider's personnel, agents or Sub-Contractors.
- B9.6 The Service Provider and the Service Provider's staff shall regard as confidential and shall not disclose to any person other than a person authorised by the Service Purchaser any information acquired by the Service Provider or the Service Provider's staff in or in connection with the provision of the Service concerning the Service Purchaser or any body or person with whom the Service Purchaser has dealings.
- B9.7 The Service Provider shall ensure that staff are reliable and will be properly trained and fully aware of their personal responsibility for the security and confidentiality of Service User information at induction and as part of their ongoing training.
- B9.8 The Service Provider shall ensure they have mechanisms in place to address issues of physical security of premises, security management of systems and security of paper based systems to ensure all Service User information is stored and transferred safely (as specified in Appendix Four).
- B9.9 Service User information shall not be retained for longer than necessary and will be subject to the general retention policies of Devon County Council including the confidential disposal of information.
- B9.10 The Service Provider shall report any incidents (including security and confidentiality of service user information) to the Service Purchaser and ensure steps are taken to investigate and correct any breaches of security. Any breaches will be dealt with according to the Devon County Council Information Security Incident Reporting Policy and procedures.
- B9.11 The Service Provider shall ensure that they are registered with the Information Commissioner (Data Protection Act 1998 annual notification).
- B10 Freedom of Information Act 2000**
- B10.1 Information provided by the Service Provider relating to this Agreement is not exempt information under the Freedom of Information Act 2000 ("the Act") and nothing in this Agreement shall inhibit the Service Purchaser in complying with its obligations under the Act.
- B10.2 Information provided to the Service Provider by the Service Purchaser in relation to this Agreement and which is exempt from disclosure under the Act shall not be disclosed by the Service Provider to any person or organisation.
- B10.3 The Service Provider shall comply promptly and fully with all reasonable requests made by the Service Purchaser to enable the Service Purchaser to comply with the Act.

Section B Continued

Standard Conditions

B11 Legislative Requirements

- B11.1 The Service Provider shall comply with all relevant current and future legislation required in the provision of this Service. The Service Provider shall be given reasonable time, unless directed by the legislation, to comply with any new legislation.

B12 Equal Opportunities & Race Relations Amendment Act 2000

- B12.1 The Service Provider shall operate an equal opportunities policy for as long as this Agreement is in force and provide the Service Purchaser with a copy of the policy and updates as requested.
- B12.2 The Service Provider shall ensure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation. This will relate to decisions made by the Service Provider in the recruitment, training or promotion of staff employed or to be employed in the provision of the Service and the carrying out of obligations under this Agreement.
- B12.3 In providing the Service, the Service Provider shall observe the Commission for Racial Equality's Code of Practice for Employment, (the "Code"), any updates to the Code, or any code which may replace it. The Service Provider shall provide the Service Purchaser with such information as may be reasonably required in order to assess the Service Provider's compliance with the Code.
- B12.4 If any Court or Tribunal, or the Commission for Racial Equality, or any body which may replace the Commission, finds that the Service Provider has unlawfully discriminated against any person, in the provision of the Service, then the Service Provider shall take all necessary action to prevent the recurrence of unlawful discrimination and shall notify the Service Purchaser in writing of the finding and the action taken.
- B12.5 The Service Provider shall, in providing the Service, give appropriate consideration to each Service User's race, nationality, cultural or ethnic background, marital status, age, gender, religion, sexual orientation and disabilities.

B13 Human Rights Act 1998

- B13.1 In providing the Service, the Service Provider will be subject to the same duty in respect of human rights (being those stipulated in the Human Rights Act 1998) as if it were the Service Purchaser.
- B13.2 In the event that the Service Purchaser becomes aware of any act, or failure to act, on the part of the Service Provider that directly contravenes or falls short of the statutory requirements of the Human Rights Act 1998, then the Service Purchaser shall notify the Service Provider to either undertake, or refrain from undertaking, such specific acts. The Service Provider shall rectify such contravention by undertaking, or refraining from undertaking such acts as soon as practicably possible, but in any case, within 10 working days of receipt of such notification from the Service Purchaser.

B14 Contracts (Rights of Third Parties) Act 1999

- B14.1 Neither the Service Purchaser nor the Service Provider intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

Section B Continued

Standard Conditions

B15 Health & Safety

- B15.1 The Service Provider shall comply with the requirements of the Health and Safety at Work etc Act 1974 insofar as they apply to the provision of the Service.
- B15.2 For as long as this Agreement is in force the Service Provider shall have in place a health and safety policy which complies with all statutory requirements.

B16 Statutory Duties & Local Authority Requirements

- B16.1 In order that the Service Purchaser may comply with its statutory duty, in particular with regard to Best Value under Part 1 of the Local Government Act 1999, the Service Provider shall make available such facilities and assistance as may be reasonably requested, provided that the Service Purchaser has given reasonable notice and this does not present an unreasonable cost to the Service Provider and is subject to Condition B9 of this Agreement.
- B16.2 The Service Provider shall allow the Service Purchaser's employees or authorised agents access to employees and all information, reports, financial accounts, documents, records and data which are relevant to this Agreement or the Service provided. The Service Provider shall permit the Service Purchaser to take copies of this information and shall ensure that any information or reports made available under this Condition are treated as Confidential Information and therefore subject to the provisions of Condition B9 of this Agreement.

Criminal Record Bureau Checks

B16.3

- B16.3.1 The Service Provider must (where this is a statutory requirement) carry out checks with the Criminal Records Bureau on all staff or volunteers engaged to provide, or supervise the provision of the Service. Failure to do so may result in termination of this Agreement.
- B16.3.2 Where the carrying out of checks with the Criminal Records Bureau is not a statutory requirement, the Service Provider must take all reasonable measures to ensure that staff and volunteers are suitable for the work they will be undertaking. This must include staff and volunteers being asked to declare previous convictions and informed that failure to declare convictions which subsequently come to light may result in dismissal.
- B16.3.3 The Service Provider will in the light of any information forthcoming as a result of action undertaken in accordance with B16.3.1 or B16.3.2 determine whether the staff member or volunteer may continue to work in the Service being provided under this Agreement.

B16.4 Complaints

- B16.4.1 The Service Provider shall maintain a complaints procedure for Service Users and shall provide a copy to the Service Purchaser on request. The Service Provider's complaints procedure shall either be approved by the Service Purchaser or comply with the requirements of any Regulatory Body to which the Service Provider is subject.

B16.5 Adult Protection

- B16.5.1 The Service Provider shall act in accordance with Devon County Council's multi-agency procedures and guidance for the protection of Adults at Risk (ref. 342) and the Public Disclosure Act 1998 to ensure appropriate action is taken in response to the suspicion or evidence of abuse or neglect (including whistle blowing) to ensure the safety and protection of Service Users.

B17 Access

- B17.1 The Service Provider shall not restrict any form of reasonable access by the Service Purchaser's representatives to any member of staff or any Service User who is in receipt of a Service under this Agreement or to any records or documents pertaining to the Service User, or to any buildings belonging to or controlled by the Service Provider.

Section B Continued Standard Conditions

- B17.2 Whenever possible, the Service Provider shall be given reasonable notice of a visit by a representative from the Service Purchaser.
- B17.3 The Service Purchaser reserves the right to visit the Service and inspect any processing provided under this Agreement unannounced to ensure compliance with the Service Provider's own Policies and Procedures and to ensure the consistent performance of the Service.
- B17.4 In visiting or inspecting the provision of the Service, the Service Purchaser shall have due regard for the nature of the Service being provided particularly where this involves sensitive Services for vulnerable Service User groups.
- B18 No Waiver**
- B18.1 If either party fails to insist upon the other party upholding any part of this Agreement, it does not mean the condition in question no longer applies.
- B19 Declaration of Interests**
- B19.1 The Service Provider shall inform the Service Purchaser in writing of any elected Council Member or employee of the Service Purchaser who are involved in any way with the Service Provider at any time in the duration of this Agreement.
- B20 Formal Communications**
- B20.1 All formal communications concerning this Agreement shall be made in writing to the relevant Contact persons as set out in Conditions A6 and A7 of this Agreement.

Section C

Particular Conditions

C1 Agreement Period

C1.1 The Agreement Period is shown in Conditions A1 and A2 of the Agreement. The Agreement shall terminate in accordance with Condition A2 of the Agreement, subject to arrangements to terminate earlier as set out in Condition C4 (Termination).

C2 Price

C2.1 The Price shall be the amount payable to the Service Provider for the Service specified and shall be recorded on the Individual Contract and shall include all costs associated with the provision of the Service.

C2.2 The Price shall be determined by the level of need of the Service User, as assessed by the Service Purchaser prior to the commencement of the Service, and in the case of older people shall be in line with one of the Service Purchaser's Residential and Nursing Home Placement Bandings described in Appendix One to this Agreement.

C2.3 The Price does not include VAT. If VAT is payable then the Service Purchaser shall pay this in addition to the Price, provided that the Service Provider supplies the Service Purchaser with an appropriate VAT invoice and that (unless otherwise agreed with HM Revenue and Customs) such an invoice is supplied no later than three years after the tax point for the supply of the Service.

C2.4 Each year the Service Purchaser shall consider what changes, if any, need to be made to the Price for general inflation purposes. The Service Provider will be notified of the date from which the changes will be applied.

C2.5 Any agreed change to the Price as a result of a change in the level of need of the Service User, following a reassessment by the Service Purchaser's Care Manager during the period of the Individual Contract, shall be recorded on an amended Individual Contract.

C2.6 The Service User may choose a home whose fees are in excess of their agreed price provided that the balance of the fees can be met from third party resources (Third Party Contribution). The Third Party Contribution shall be recorded on the Individual Contract. Should payment of the Third Party Contribution cease for whatever reason the Service Purchaser is under no obligation to maintain the Service User in this accommodation. In such cases the Service Provider will be offered the opportunity to re-negotiate the Individual Contract.

C2.7 The Price shall be the full and only consideration which the Service Provider is entitled to receive for the care of the Service User and the Service Provider shall not request or accept any other payment from the Service User or any person or body on behalf of the Service User without the written agreement of the Care Manager. In the event of such an agreement any such payment shall be a matter between the Service Provider and the Service User and shall not form part of the Individual Contract.

C3 Payment Arrangements

C3.1 Payments will be based on fortnightly residency periods.

C3.2 Payment will be by bank transfer into the nominated bank account no later than 5 working days after the end of each residency period.

C3.3 All sums due from either of the Parties to the other which are not paid on the due date (without prejudice to the rights of the Service Provider under the Agreement) shall bear interest from day to day at the annual rate of 1% over the daily base lending rate of Barclays Bank plc (unless the unpaid sum is in dispute between the Parties).

Section C

Particular Conditions

C3.4 As of the 4th September 2006 all payments in relation to new permanent placements will be made to the Service Provider on a net basis. The Service Provider will be notified of the Service User's contribution and it will be the responsibility of the Service Provider to collect the Service User Contribution and any Third Party Contributions if applicable. If there is a requirement for a particular placement to be arranged as a gross payment the Service Purchaser will advise the Service Provider of this.

C3.5 If the Service User defaults on the Service User Contribution for two consecutive months the Service Provider shall submit details of the defaulted sum in writing, on the claim form (see Appendix 2) to the Service Purchaser within 14 days of the end of the two month period. The Service Purchaser will pay the defaulted sum provided there is evidence of two debt reminder letters or there has been a discussion with the Service User or their representative and the outcome has been recorded. The payment will revert to a gross payment until such time as the Service User resumes payment of the Service User contribution direct to the Service Provider. If the Service Purchaser is not informed within the above timescales the Service Purchaser will only accept liability for the defaulted sum accruing from the date of notification.

C4 Termination

C4.1 It is hoped that it will not become necessary to end this Agreement as a result of either Party not keeping to its obligations. The Service Provider shall notify the Service Purchaser immediately if temporarily unable to meet the conditions of this Agreement. This will not necessarily affect the continuation of the Agreement and the Service Purchaser may at its absolute discretion assist the Service Provider in continuing to provide the Service.

C4.2 This Agreement may be ended at any time by either Party. This must be done in writing, giving not less than three months' notice and stating the reasons for this action.

C4.3 In the event of the Service Provider giving notice in accordance with C4.2 to the Service Purchaser including for reasons of home closure then the Service Purchaser will make appropriate arrangements for Service Users to transfer to alternative accommodation and the Individual Contract shall end on the date on which the Service User vacates the home.

C4.4 The Service Purchaser shall be entitled to end the Agreement with immediate effect where the Service Provider has committed an offence under the Prevention of Corruption Acts 1889 - 1916 or Section 117 (2) of the Local Government Act 1972.

C4.5 This Agreement may be ended with immediate effect where the Service Provider or Service Purchaser is in Serious or Persistent Default of the terms of the Agreement.

C4.6 Ending this Agreement shall not affect liability for any payments due to either Party before or following the termination date.

C4.7 The Service Purchaser shall be entitled to terminate the Agreement with immediate effect if the Service Provider:

C4.6.1 becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986, or

C4.6.2 has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, or

C4.6.3 has a provisional liquidator, liquidator receiver or manager of its business or undertaking duly appointed, or

C4.6.4 has an administrative receiver as defined in the Insolvency Act 1986 appointed, or

C4.6.5 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge, or

Section C

Particular Conditions

C4.6.6 is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the court to make a winding-up order.

C5 Business Standards

C5.1 Buildings

C5.1.1 Buildings used for the provision of the Service must meet all legal requirements. They must have access arrangements and equipment appropriate to the needs of Service Users.

C5.1.2 The decoration and furnishing of buildings must be suitable for Service Users and be non-stigmatising, for example in the use of signs and notices.

C5.2 Transport

C5.2.1 Where the Service Provider directly provides transport for Service Users, drivers and vehicles must meet all legal requirements and be adequately insured for the purpose. The Service Provider must be familiar with Devon County Council's current policies and procedures for passenger transport, which can be obtained from the Transport Co-ordination Service (01392 382886). The driver of the vehicle must also hold the appropriate driving licence required by law and, where required, be accompanied by travelling escorts.

C5.3 Other Insurance

C5.3.1 Where the Service User is resident the Service Provider shall have contents insurance to cover the personal belongings of the Service User. The Service Provider shall inform the Service User that it is the responsibility of the Service User to arrange personal insurance cover for items of significant value.

C5.4 Documentation

C5.4.1 The Service Provider shall make available to the Service Purchaser, on demand, a copy of the following policies, procedures or other documentation:

- Statement of purpose, business plan and latest copy of any relevant inspection reports;
- Accounts (audited where required by the Companies Act) and other relevant financial information (where this is reasonable);
- Evidence of adequate insurance cover (as set out in Condition B7);
- Health and safety, risk assessment, equal opportunities and quality standards policies;
- Policy and procedure for staff recruitment, induction, training and development;
- Complaint procedure, summary of complaints received and dealt with, and copies of records relating to complaints made in relation to the Service and the Service Provider's response;
- Records of time worked by staff in the provision of the Service;
- Business Continuity Plan for minimising disruption to the Service due to emergencies or unforeseen circumstances;
- Any other documentation, relating to the delivery of the Service, as may reasonably be requested.

Section C Particular Conditions

C6 Effect of Statutory Proceedings

- C6.1. The Service Purchaser shall not commence any Individual Contract in respect of a Service User not already accommodated at the Home if any person registered in respect of the Home is :
- (a) convicted of an offence under the Care Standards Act 2000 or any Regulations made thereunder ("the Regulations") or any other legislation dealing with residential or nursing care, or any offence involving dishonesty or violence in respect of a resident or Service User
 - (b) the subject of a successfully application under Section 20 of the Care Standards Act 2000
- C6.2 Where any person registered in respect of the Home is :
- (a) served with a notice under the Regulations, where the Registration Authority has not certified in writing that the requirements of the notice have been met
 - (b) served with a notice of proposal to cancel registration under the Care Standards Act 2000, where the proposal has not yet been determined by the Registration Authority or
 - (c) the subject of a decision of the Registration Authority to cancel registration under the Care Standards Act 2000, where the decision has not yet taken effect
- and that person has taken issue with a notice referred to in condition 6.2(a) or has appealed against a notice in Condition 6.2. (b) or a decision referred to in Condition 6.2 (c) the question as to whether the placement of the Service User ought reasonably continue pending the outcome of the appeal shall be referred to mediation as in Condition B6.2.4
- C6.3 In the circumstances referred to in Condition C6.1 and in the event of any appeal referred to in Condition C 6.2 not being upheld the Service Purchaser reserves the right to terminate any Individual Contract already entered into by giving a maximum of four weeks notice expiring at any time and by notice taking immediate effect if the Service Purchaser considers there is a serious risk to the life, health or well being of a Service User (s)

Section D

Service Specification

D1 Description of Service

The Service shall be :

- (a) Care Home(s)/Nursing Home(s), the provision of residential accommodation with board including the provision of day activities and personal care for persons who fall within the registration category of the home registered under the Care Standards Act 2000 and/or who are assessed as in need of NHS funded nursing care in accordance with the Department of Health Circular HSC 2001/17: LAC (2001) 26.
- (b) The Service shall be provided in a single room unless it is the Service User's expressed wish to share a room.

D2 Units of Service, Volume & Availability

A unit of service shall be the provision of the Service in respect of any Service User for the period of 24 hours beginning at 12 midnight on any day and ending at 12 midnight on the next following day, or any part of that period. The Service Purchaser will make payment for the day of admission and the day on which a Service User is discharged, except in the case of a fixed term contract, where payment will be made on the basis on the number of nights the Service User spends in the home.

D3 Service Delivery Standards

- D3.1 The Service Provider shall provide the Service in accordance with its obligations under this Agreement and with all the skill, care and diligence to be expected of a competent provider of services of this type. The Service Provider must comply with all requirements of the Care Standards Act 2000, any Regulations made thereunder, and the National Minimum Standards.
- D3.2 The Service Provider shall ensure that sufficient numbers of people of appropriate ability, skill, knowledge, training or experience, are available so as to properly provide and to supervise the proper provision of the Service and to meet the assessed needs of Service Users, as detailed in the Service User's care plan, where this has been supplied as part of the referral process. This shall include, where appropriate, accompanying Service Users to outpatients appointments and emergency hospital admissions, and to enable Service Users to partake in other activities outside of the home.
- D3.3 At all times throughout its appointment the Service Provider shall ensure that its personnel are properly and sufficiently skilled and trained in order to deliver the Service and further shall ensure that its staff whilst performing the Service carry out their duties and behave in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the of the duties being performed by them.

D4 Service Users

The individuals who may receive the Service shall be those who by reason of infirmity or any other circumstances are in need of care and attention which is not otherwise available to them and who are eligible to be accommodated at the home under the terms of the registration Certificate and whose care needs can be met by the home. The Service will be determined by assessment using the Service Purchaser's Fair Access to Care Services (FACS) eligibility criteria.

D5 Individual Contracts

D5.1 Referral to the Service

- D5.1 The Service Provider or his representative shall be available to receive a request for the purchase of the Service so far as is reasonably possible during any "Working Day", though the Service may be purchased by agreement between the Parties at any time
- D5.2 The first four weeks of any placement (except in the case of a Fixed Term Contract) shall be regarded as an "Initial Period."

Section D

Service Specification

- D5.3 Referral and access to the Service will be via a Care Manager or a Care Broker working for an Adult & Community Services commissioning team.
- D5.4 In the case of a Nursing Home NHS Devon will arrange for an assessment to be undertaken by a Registered Nursing Care Assessor to establish Service User eligibility for NHS Continuing Health Care and/or Registered Nursing Care Contribution. This assessment will also determine whether the Service User has continence needs and is eligible for the supply of continence products.
- D5.5 Upon completion of the assessment NHS Devon will provide to the Service User (or their representative) and the Service Provider the following information :
- Notification as to whether the resident is an eligible person to receive Registered Nursing Care Contribution and the level of that contribution.
 - The amount of payment the Service Provider is entitled to receive in respect of the Service User.
- D5.6 An Individual Contract shall be agreed in respect of any Service provided to a Service User under this Agreement. The Service Purchaser is responsible for ensuring that referral information is of sufficient quality and contains a written care plan detailing the outcomes of the service to be provided.
- D5.7 If an individual or their representative directly approaches the Service Provider with a view to purchasing a service on a privately funded basis the Service Provider must establish that the individual has adequate funds to purchase their care over a reasonable period of time. If the Service Provider is unable to establish the funding arrangements of the individual then the Service Provider shall refer the individual to the Service Purchaser. The Service Purchaser will not accept any financial responsibility for individuals accommodated in the home who have not been referred to the home by the Service Purchaser.
- D5.8 The Service Provider should ensure that all privately funded Service Users are aware that they may be eligible to financial support in the event that their funds drop below the statutory threshold. The Service Provider should enable the Service User to access their local Social Services as soon as they are aware that this might be the case.
- D5.9. If the Service Provider considers the Service User unsuitable for the Service, or is of the view that the Service Provider is unable to meet the Service User' s needs, they must inform the Service Purchaser and give reasons why.
- D6 Specialist Equipment**
- D6.1 Homes providing nursing care are expected to be fit for purpose and have in place a range of suitable handling, mobility and lifting equipment and adaptations to meet the needs of Service Users.
- D6.2 Where an assessment determines that the Service User requires a very specialist piece of equipment which is not available within the home the assessor will arrange for this equipment to be provided free of charge to the home on a temporary basis. (See The Provision of Equipment to Care Homes Sept 2005 – Devon Guidance Appendix 3)
- D7 Contience Products**
- D7.1 Where a Service User has been assessed as being eligible for the provision of continence products these will be supplied in accordance with NHS Devon's eligibility criteria.

Section D

Service Specification

D8. Review of Individual Service User

- D8.1 Prior to the end of the Initial Period a review of the Service User's placement and care plan shall take place, involving the Care Manager, the Service Provider, the Service User and the Service User's representative(s) as appropriate. The purpose of this review is to determine whether it is appropriate for the Service User to remain in the Home after the Initial Period. If longer than four weeks is needed to determine this, for whatever reason, the Service Purchaser may in agreement with the Service Provider extend the Initial Period on behalf of the Service User. A new end date for the Initial Period shall be agreed, and a further review shall take place prior to this date. After the Initial Period, termination of the extended Initial Agreement shall be as D9.1 below.
- D8.2. Thereafter it will be the responsibility of the Service Purchaser to arrange formal reviews following commencement of the Service. The frequency of the reviews will be determined by the care plan and will be within the Service Purchaser's minimum requirements.
- D8.3 If it is considered that the care needs of the Service User have changed then any party to the Individual Contract may reasonably request a review which will consider what changes, if any, need to be made. If the outcome of the review is that the Individual Contract is amended then the amendment will be back dated to the date at which the review was requested.

D9. Termination of an Individual Contract

- D9.1 During the Initial Period either Party may terminate the Individual Contract by giving seven days notice in writing.
- D9.2 After the Initial Period either party may terminate the Individual Contract on four weeks notice in writing except in the case of conditions D9.3 and D9.4 below. Fixed Term Contracts will terminate on the date specified on the Individual Contract or on the expiry of seven days notice in writing.
- D9.3 The Service Provider shall not discharge a Service User from the home except in accordance with this Agreement. Where it is agreed between the Service Purchaser and Service Provider that the current placement in the home is inappropriate because the behaviour of the Service User is unduly disruptive or is posing a threat to other Service Users in the home, or the home's environment causes a risk to the Service User, the Service Purchaser will make alternative arrangements for the Service User taking into account the urgency of the situation. In such instances the Individual Contract will terminate on the day the Service User is moved from the home.
- D9.4 Where it is established by the Service Purchaser that the assessed needs of the Service User are outside the category of registration held by the home, the Service Purchaser shall make alternative arrangements for the Service User. In such instances the Individual Contract will terminate on the day the Service User is moved from the home.
- D9.5 Upon the termination of an Individual Contract the Service Purchaser agrees to pay the Service Provider in accordance with this Agreement.

D10 Death or Discharge of a Service User

- D10.1 The Service Provider shall use his best endeavours to notify the Service Purchaser within one Working Day of the death of any Service User in respect of whom an Individual Contract has been made, or if any Service User for whom an Individual Contract been made, discharges themselves from the Home for any reason. The Service Provider shall inform the Care Manager in the first instance by telephone and confirmed in writing or by fax.
- D10.2 If a Service User dies during the period of the Individual Contract the Individual Contract shall end two days after the date of death. In the case of a Fixed Term Contract the Individual Contract shall end upon the date of death.
- D10.3 The Service Provider shall be responsible for requesting the Service User's next of kin or where appropriate the local District Council, to make the necessary arrangements upon the death of a Service User, including funeral arrangements. Recovery of any expenses incurred by the Service Provider shall be the sole responsibility of the Service Provider.

Section D Service Specification

D10.4 In the event that a Service User self-discharges from the home this shall be treated as a temporary absence for reasons other than hospitalisation in accordance with condition D11.

D11 Temporary Absence from the Home

D11.1 If a Service User receiving the Service should become absent from the Home because of admission to hospital, or for any other reason, the Service Provider shall inform the Care Manager in the first instance by telephone and confirm the details in writing or fax to the Locality Finance Clerk within one working day of the period of absence commencing. On the day the period of absence has reached three weeks the Service Provider will again notify the Care Manager and the Locality Finance Clerk in the manner described above.

D11.2 The Service Provider shall ensure that the accommodation occupied by the Service User is kept available until the Service User returns or the Individual Contract is terminated in accordance with sub condition 11.4

D11.3 Where a Service User becomes absent from the Home for more than six weeks in the case of hospitalisation or three weeks in the case of other absences the Individual Contract shall automatically terminate upon the expiry of such period.

D11.4 Where the period of absence is known or expected to be in excess of six weeks, the Service Purchaser may terminate the Individual Contract giving seven days notice in writing.

D11.5 Where the Service User becomes absent from the home, except in the case of Fixed Term Contracts which shall terminate in accordance with the Individual Contract or by giving seven days notice in writing, the Service Purchaser shall pay the Price excluding any extras which shall cease immediately, for the first twenty-one consecutive days, thereafter the Price shall be adjusted to 80% of the Price for each and every day until the Service User returns or the Individual Contract is terminated.

D12 Service Development and Technology

D12.1 During the period of the Agreement the Service Purchaser and the Service Provider shall work together to reshape the Service to meet changes in demand, technology and demographic trends

D12.2 The Service Purchaser may, at some point in the future, give reasonable notice to the Service Provider that all information required under the terms of this Agreement shall be made available in an electronic form. The transfer of electronic data will be subject to all the conditions contained within Condition B 9 of this Agreement.

Appendix One

Residential and Nursing Homes Placement Bandings (Older People)

Residential	2013-14
Level 3	390.00
Level 4	426.00

Nursing & CHC	FNC	2013-14	Gross
Nursing Standard	109.79	446.21	555.79
Nursing High	109.79	461.21	571.00

Appendix Two Service User Contribution Guidance & Default Claim Form

Information For Homeowners

Introduction

As you will be aware Devon County Council has recently changed the Terms & Conditions of its Residential/ Nursing Care Agreement so that from the 4th September 2006 new permanent stays in a Home are set up as Net contracts; wherever possible This means that in such cases Homes will be responsible for billing residents and third party contributors. Devon County Council will continue to pay the balance of the agreed weekly price (the net amount due) on a fortnightly basis.

The following information sheet should be read in conjunction with the revised Terms of Agreement and gives information about

Payment Arrangements

Debt Prevention. (Devon County Council's expectations)

Payment Arrangements for Net Contracts

Although we will endeavour to set up a Net payment arrangement from day one there will some exceptions where initially payments will be made on a gross basis i.e. the full agreed price. For example if there was a delay in assessing a client's contribution.

In such cases we will notify you in writing the date from which the change from gross to net payments will commence. For all net contracts we will send you a letter informing you how much you should collect from the resident and the third party if applicable.

If your home has privately funded residents you will no doubt have billing arrangements in place and will on occasion need to remind residents or their family that their payments are outstanding. The following section outlines Devon County's expectation for preventing the accrual of bad debts and should be read in conjunction with clause C3.5 of the Agreement.

Debt Prevention

Devon County Council closely monitors resident's accounts to ensure that any losses incurred are minimal. In the public sector this is particularly important as any losses affect our ability to support ever increasing costs of increased demand for social care services. In the same way we will require you to provide clear, unambiguous proof of debt and your efforts to resolve it; including any responses received from the service user.

In the absence of such proof we reserve the right not to take on the debt recovery on until such time as your records support the requirement to evidence that all reasonable steps have been taken to secure the outstanding payment. Devon County Council will expect the following:-

- If the resident or third party payee has a dispute about their assessed contribution, reference should be made to the letter sent to you by Devon County Council; which will have details about who to contact. We will expect you to help the resident or the third party make the relevant enquiries.
- If it becomes apparent at any time that the resident is clearly incapable of dealing with their financial affairs and does not have someone that will do this on their behalf, then contact the Customer Services Centre.
- Provide service users or their representatives with a clear easy to understand invoice which shows the period being charged for, the weekly rate payable.
- Please do not let a debt increase. Action immediately by either speaking directly to the resident or their representative. Make a note of the conversation recording the date of the conversation and what was agreed. If not resolved within a specified time i.e. 1 to 2 weeks follow this up with a letter outlining your concerns and remind the person what the amount outstanding is at a given date.
- Finally if the debt still remains unpaid and you are able to evidence two debt reminder letters or there has been a discussion with the resident or their representative and the outcome has been recorded; then complete the claim form attached and send it to the address on the form; along with copies of correspondence and invoices.

Please ensure that a contact name and telephone number is available so that we can speak to you about the claim for payment to cover the period that the resident / third party payee defaulted on their payments.



SS285
(June 2006)

**SERVICE PROVIDER CLAIM FORM
CLAIM FOR DEFAULTS IN CARE FEES**

Name of Care Home: _____
 Address: _____
 Postcode: _____ Tel No.: _____

Does any of the debt need to be recovered from the service user? Yes No

Service User Details CareFirst ID: (if known) _____
 Surname: _____ First Names: _____
 Date debt started to accumulate: _____
 Total outstanding: £ _____ As at (Date): _____

Does any of the debt need to be recovered from the third party? Yes No

Third Party Details
 Surname: _____ First Names: _____
 Address: _____ Tel No.: _____
 Date debt started to accumulate: _____
 Total outstanding: £ _____ As at (Date): _____

Please describe what action has taken place to recover the debt, such as, dates of meetings or dates reminder letters sent to the resident or third party. Where applicable, please tick and complete the boxes below.

	Sent to / Held with:	Service User	Third Party
<input type="checkbox"/> Invoices	Date(s) sent: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Debt Chasing Letter	Date(s) sent: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Meetings	Dates held: _____	<input type="checkbox"/>	<input type="checkbox"/>

Is the resident or third party disputing all or part of the debt? All Part part amount £ _____

Please write a short statement to describe the reason why the resident / third party is not settling the debt.

Person to be contacted at Care Home to discuss this claim: _____

Signature: _____ Date: _____

Please send completed form and copies of all invoices sent to the service user / third party to Income Collection, Client Finance Services, Room 248, County Hall, Topsham Road, Exeter, EX2 4QR.

Appendix Three



Policy for the Provision of Community Equipment in Care Homes

Contents

1. Introduction
2. Fit for purpose
3. Responsibilities of Care Home providers
4. Community Equipment Service guidelines
- 4.1 Reassessment Process
5. What is available through an assessed Prescription and individual prescriptions?
6. Replacement of equipment by Care Homes
- 6.1 Specific recommendations for pressure relieving equipment
7. "Special" (Bespoke) equipment
8. Bariatric equipment
9. How to return CES equipment
10. FP10 Prescriptions
11. Arrangements for Provision of Community Equipment
12. Equipment NOT provided by the Community Equipment Service (CES)

References

1. Introduction

The purpose of this document is to clarify the responsibilities for providing equipment between the National Health Service (NHS), Devon County Council, Adult & Community Services and Care Homes – including those that offer Nursing Care. This procedure has been developed to give guidance and clarity for clinicians and homeowners on the provision of equipment.

This document should be read in conjunction with The Department of Health (2004) "Community Equipment and Care Homes", and "Community Equipment and Care Homes – Appendix F"

The Department of Health "Care Homes for Older People National Minimum Standards" (2003) sets out the minimum core standards, which apply to all Care Homes providing accommodation with personal care for older people and/or nursing care. Reference in this Agreement to Care Homes (Personal Care) and Care Homes (Nursing Care) relate respectively to the past terminology associated with Residential and Nursing Homes.

There are many different terms used by different organisations for the people who live in Care Homes. For the purposes of this Agreement the term "Resident" is used.

2. Fit for purpose

The Care Standards Act (2000) requires that Homes – whether providing a long term placement, short-term rehabilitation, nursing care or a specialist service – are successful in achieving their stated aims and objectives. Each Home must produce a statement of purpose to enable inspectors to assess whether a Home is meeting the needs of the Residents. For example if the Home declares that it caters for the needs of people with physical disabilities in order to be "fit for purpose" it must have good wheelchair access and a range of equipment which is likely to be needed by people with physical disabilities. If a Home declares that it provides for the needs of people with dementia, it will need to make clear how this is done e.g. staff training, structured activity, décor and signage which would be helpful to people with dementia. A Home, which provides nursing care must employ registered nurses and have the range of equipment, needed to care for people with nursing needs. (See page 1 and 2 of "Community Equipment and Care Homes" (2004))

3. Responsibilities of Care Home Providers

All equipment must meet requirements of:

- 1 Health & Safety at Work Act (1974) which requires employers to provide suitably maintained equipment, staff training and supervision, and a safe working environment. It is the employees' responsibility to follow instructions and to ensure their own safety and that of others at all times. The Management of Health and Safety at Works Regulations (1992) requires employers i.e. a registered Care Home Manager to ensure risk assessments are carried out and that risks are reduced as far as possible
- 2 The Lifting Operations and Lifting Equipment Regulations (1998) - LOLER
- 3 The Provision and Use of Work Equipment Regulations (1998) - PUWER
- 4 The Manual Handling Operations Regulations (1992) which relate to Manual handling needs of staff and Residents
- 5 The Care Standards Act (2000) which requires that the health, safety and welfare of Residents and staff are promoted and protected. It is the responsibility of the registered manager to ensure that all working practices are safe. This includes infection control, moving and handling, fire safety, first aid and food hygiene. In order to ensure no cross infection, the Community Equipment Service (CES) should be asked to collect equipment from a Resident's home address when they move permanently into a Care Home or if a temporary placement requires equipment loaned and available at their private address. Equipment should not be taken into a Care Home from a Resident's home address without authority from the care manager or other Trust staff member authorising the placement.

4. Community Equipment Service Guidelines

In accordance with the requirement to be "fit for purpose" it is expected that Homes will provide a range of different types of equipment to meet a variety of individual needs. Account must be taken of variations in height, size, width and weight of Residents. (See page 6 of "Community Equipment and Care Homes" (2004))

Facilitating discharge and facilitating placements "Community Equipment and Care Homes" (2004) clearly states that Homes should not accept a Resident whose assessed needs they are unable to meet. However, where the absence of a particular piece of equipment in a Home is temporary and the provision of the equipment would facilitate a discharge from a hospital bed, or the Resident to stay in the Home or facilitate a placement then equipment loans may be considered (under the following criteria);

The equipment may be loaned for a period of no more than 6 weeks unless written agreement to extend that period has been provided following a re-assessment (see notes below about the re-assessment process).

The prescriber of the equipment must authorise the loan with the full agreement of the person with delegated responsibility within their Team to agree such matters and put in place regular reviews of the Resident's needs. If the responsibility for the Resident moves from one team to another, then a review process must be established.

It is important that the Care Provider understands its responsibility for provision of the equipment to meet the needs of the Resident who has been placed with them. Where a temporary loan arrangement has been authorised, at the end of week 5, the Care Provider will need to be contacted to make final arrangements for replacement of loaned equipment and preparation to return the loaned equipment to the CES store.

4.1 Reassessment Process

In exceptional circumstances it may be possible to extend the temporary loan beyond 6 weeks but only if approved by an authorised Prescriber and on a week-by-week basis. All such extensions will be in writing and detail the reason for the extension. The Care Provider must arrange for collection by the CES Provider at the end of the loan period or any authorised extension or risk being invoiced for any charges ensuing for continued use. (See pages 6, 7 and 12 of "Community Equipment and Care Homes" (2004))

5. What is available through an assessed prescription and individual prescriptions?

Some items can be supplied directly to the Resident for their own use. (See pages 4, 5 and 6 of "Community Equipment and Care Homes" 2004))

6. Replacement of equipment by Care Homes

Care homes should consider the following recommendations when new equipment purchases need to be made. Consideration must be given to replacing with a variety of models to meet different needs.

- Electric or manual profiling beds can meet Resident and care worker needs
- Chairs and commodes should be offered in a variety of heights, and widths
- Chairs with wooden ended arms, are easier for pushing up from sitting to standing and are more durable than upholstered arms
- Commodes with removable arms allow for sideways transfers, they maybe wheeled or static, and weight limits should be considered
- Height adjustable commodes allow Resident needs to be met
- Electric hoists allow for greater ease of use than manual models
- Bath hoists with reclining backs can be more comfortable for Residents
- Consider integral weighing scales when replacing hoists

6.1 Specific recommendations for pressure relieving equipment

- Two way stretch waterproof mattress cover, with covered zips, must be removable and able to be laundered.
- Clear operating instructions for clinical staff.
- In house training provided for simple maintenance. Specifications provided for company maintenance.
- CPR facilities required if necessary.
- Securing straps.
- Remains inflated in the event of electrical power failure for a minimum of 12 hours; ideally best practice is for 24 hours.
- Protocols regarding storage.
- Built in alarms systems audible and visual for power failure, pump failure and mattress failure.
- Pressure relieving equipment stated life expectancy is 10 years with 2 years company warranty and guarantees supplied.
- Dimensions of mattress must fit the requirements of the bed already in use.
- Consideration should be given to a mattress that highlights a recommended upper and lower weight limit.
- Automatic change from static mode
- Decontamination / cleaning instructions
- 24 hour help line

7. "Special" (Bespoke) equipment

It is expected that the Home will have a variety of equipment to meet most needs, however there will be a very small number of Residents who may need a piece of equipment to be made or purchased to meet their needs. In these circumstances it would be possible to have an assessment by an accredited equipment prescriber to ensure that equipment was suitable. (See pages 2 and 6 of "Community Equipment and Care Homes" (2004))

This equipment will be provided by CES for the Resident's assessed bespoke needs and will not be used for any other residents and returned to CES when no longer needed. There is no time limit on how long this special bespoke equipment can be used by the Resident to meet their needs, but there must be clear accountability to review and assess the Resident's needs if they change.

8. Bariatric equipment

It is important to consider the weight of a Resident in relation to the upper weight limits on equipment. Manufacturers' specifications vary and safe working loads should be checked against manufacturers' specifications.

As an example bed frames, mattress and hoists, all need to be capable of taking the weight of the resident.

9. How to return CES equipment

Equipment delivered by the CES is for a Resident following an assessment of their needs. They will need to meet the Fair Access to Care Services or Health criteria to be issued with equipment. That equipment must not be given to other Residents. If for any reason they no longer require the equipment then the equipment must be returned to the CES store by arranging collection from the Community Equipment Service tel (01392) 204144, e-mail CESDevon@nhs.net.

10. FP10 Prescriptions

Items ordered on FP10 prescription can only be given to the Resident for whom they were prescribed.

Failure to do this would be in breach of this Agreement and the Standard Terms and Conditions of the Contract under which the Care Home contracts with DCC or NHS.

11. Arrangements for Provision of Community Equipment

The table below forms part of the Devon County Council Adult & Community Services (ACS), Devon NHS Primary Care Trust (DPCT) and Northern Devon Healthcare Trust (NDHCT) local provision of equipment in Care Homes. The table indicates what equipment is provided by each organisation including the Community Equipment Service. Bespoke equipment, specialist, or unusual equipment may be prescribed following assessment by Health or Social Services assessor(s), or others e.g. Tissue Viability Specialist.

CES = Provided by Devon Community Equipment Service

EMC/PDSC = Provided by Exeter Mobility Centre or Plymouth Disability Service Centre (wheelchairs)

Equipment type	Provision by			Comments
	Care Home (Personal care)	Care Home (Nursing)	Other	
Bathing Equipment				
Range of bath seats	YES	YES		
Range of bath boards	YES	YES		
Electric/manual bath lift	YES	YES		
Range of shower stools	YES	YES		
Standard Beds / Chairs / Mattresses				
Range of standard chairs	YES	YES		
Range of domestic beds	YES	YES		
Standard hospital beds, variable height, may include integral cot sides, over-bed lifter	YES	YES		
Standard electric profiling beds	YES	YES		Care Homes (Nursing) should provide all. In exceptional circumstances loans up to 6 weeks will be considered (see section 4.1).
Non-standard electric profiling beds. e.g. bariatric equipment for people with complex needs. equipment	NO	NO	CES	Only following an assessment by a Health or A&CS professional.
Range of back rests	YES	YES		
Rope ladder	YES	YES		
Range of bed raisers	YES	YES		
Equipment type	Provision by			Comments
			Care Home	
	(Personal care)	Home	Care Home	
(Nursing)	Other			
Mattress variator - single	NO	YES	CES	Only following an assessment by a Health or

Residential and Nursing Home Care Pre-Placement Agreement (Adults)

				A&CS professional.
Bed levers	YES	YES		
Divan padded / hospital bed cot sides / Breathable Bumpers	YES	YES		Professional Risk Assessment needed - Care Home must document.
Chair Raising Equipment				
Range of standard chairs	YES	YES		
Chair blocks and raisers	YES	YES		
Dressing Equipment				
Stocking aid	YES	YES		
Tights aid	YES	YES		
Long-handled shoe horn	YES	YES		
Seating				
Seating, e.g., riser chairs, recliner chairs, winged chairs	YES	YES		
Adult's complex seating: e.g. bespoke chairs	NO	NO	CES	Only following an assessment by a Health or A&CS professional.
Wheelchairs (and accessories) for permanent and substantial usage by a named individual	NO	NO	EMC or PDSC	Following prescription by accredited therapist. Wheelchair user must be able to use wheelchair for mobility, not as an alternative to seating provision by Home
Attendant propelled wheelchairs for transit	YES	YES		Variety of sizes will be needed.
Attendant and self propelled wheelchairs for use after trauma, or short-term palliative care, for transit in care home	YES	YES		Variety of sizes will be needed.
Ramps	YES	YES		
Wheelchair cushions for communal wheelchairs	YES	YES		
Equipment type	Provision by		Comments	
(Nursing)	(Personal care)	Home	Care	
	Other		Care Home	
Help with Feeding				
Equipment, e.g. plate accessories, non-slip mats	YES	YES		Professional assessment available but not supply
Range of feeding equipment e.g. large handled cutlery	YES	YES		Professional assessment available but not supply

Environmental Support				
Helping hand	YES	YES		Reflect community arrangements for Intermediate Care beds in Homes.
Trolley	YES	YES		
Perching stool	YES	YES		
Mobility Equipment				
Adjustable walking stick	NO	NO	CES	
Fischer walking stick	NO	NO	CES	
Walking frames	NO	NO	CES	
Wheeled indoor walking frames	NO	NO	CES	
Walking frame alpha	NO	NO	CES	
Walking frame gutter	NO	NO	CES	
Crutches	NO	NO	CES	
Gutter crutches	NO	NO	CES	
Delta rollator	NO	NO	CES	
Rollator-type walker	NO	NO	CES	
Standing frame	NO	NO	CES	
Mobility equipment for bariatric users	NO	NO	CES	Only following an assessment by a Health or A&CS professional.
Toileting				
Bed-pan	YES	YES		
Toilet seats: standard raised 2", 4", 6" + toilet frames	YES	YES		
Urinals/bottles and non return valves	YES	YES		
Range of commodes	YES	YES		
Equipment type				
(Nursing)	Provision by		Care	
	(Personal care)	Home	Care Home	Comments
Other				
Commodes: bespoke	NO	NO	CES	Only following an assessment by a Health or A&CS professional.
User Repositioning				
Weighing scales either integral with hoists or other	YES	YES		Provision to weigh all Residents must be made. CES have wheelchair weighing scales for hire.
For lifting and manual handling under Health & Safety at Work Act, e.g. hoists, standing hoists,	YES	YES		

slings, transfer boards, glide sheets																			
Standing transfer aid	YES	YES																	
Non-standard sling	NO	NO	CES	Only following an assessment by a Health or A&CS professional.															
Standing frames	NO	NO	CES	Only following an assessment by a Health or A&CS professional.															
Pressure Redistribution Equipment to prevent and manage pressure ulcers																			
Basic Mattresses																			
Foam replacement mattress with two way stretch water vapour permeable cover	YES	YES																	
Alternating Mattresses (Intermediate)																			
Mattress overlay	NO	YES	CES																
Alternating Mattresses (Critical)																			
Full replacement alternating pressure mattresses	NO	YES	CES	Mattresses that are above the critical level need to be assessed by the specialist Tissue Viability nurses and funding identified for provision															
<table border="0" style="width: 100%;"> <tr> <td></td> <td></td> <td style="text-align: center;">Home</td> <td></td> <td style="text-align: center;">Care</td> </tr> <tr> <td></td> <td style="text-align: center;">(Personal care)</td> <td></td> <td></td> <td style="text-align: center;">Care Home</td> </tr> <tr> <td style="text-align: center;">(Nursing)</td> <td style="text-align: center;">Other</td> <td></td> <td></td> <td></td> </tr> </table>							Home		Care		(Personal care)			Care Home	(Nursing)	Other			
		Home		Care															
	(Personal care)			Care Home															
(Nursing)	Other																		
Specialist Mattress/Bed Systems																			
that are above the critical level need to be assessed by the specialist Tissue Viability nurses and funding identified for provision	NO	NO	CES	Specialist equipment to be assessed by the Tissue Viability nurses															
Cushions																			
Foam for at risk/low risk	YES	YES																	
Foam/gel for medium/high risk	YES	YES																	
Foam/gel/clay/air for high / very high risk	NO	YES	CES																
Dynamic alternating systems: electric cushions	NO	YES	CES																
Pressure reducing / relieving cushions for	NO	YES	EMC /																

use in wheelchairs			PDSC	
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12. Equipment NOT provided by the Community Equipment Service (CES)

Medical items can be ordered on NHS prescription for individual use.

The following guide is a general list of what is not provided. This is not an exhaustive list.

- Medication – oral, rectal, intravenous injection
- Syringe drivers
- Dressings & bandages
- Syringes, needles & sharps boxes
- Continence products
- Catheters
- Nutritional supplements – PEG feeds etc
- Stoma care products
- Skin creams & emollients
- Hosiery
- Tracheotomy equipment
- Blood/urine testing equipment
- Respiration equipment
- Sensory equipment – for hearing & visual impairment
- Environmental controls
- Sleep systems
- Communication aids – for speech and language
- Wheelchairs
- Orthotics and prosthetics

References:

The Department of Health (2004) "Community Equipment and Care Homes" (www.changeagentteam.org.uk)

The Department of Health (2004) "Community Equipment and Care Homes – Appendix F" (www.changeagentteam.org.uk).

The Department of Health (2003) "Care Homes for Older People National Minimum Standards" (www.dh.gov.uk/assetRoot/04/05/40/07/04054007.pdf)

The Care Standards Act (2000) (www.opsi.gov.uk)

Health & Safety at Work Act (1974) (www.opsi.gov.uk)

The Management of Health and Safety at Works Regulations (1992) (www.opsi.gov.uk)

The Lifting Operations and Lifting Equipment Regulations (1998) – LOLER (www.opsi.gov.uk)

The Provision and Use of Work Equipment Regulations (1998) – PUWER (www.opsi.gov.uk)

The Manual Handling Operations Regulations (1992) (www.opsi.gov.uk)

Appendix Four

Correct Procedures to ensure security of Service User Information during transfer

- Post - Envelopes should be securely sealed, clearly addressed to a known contact and marked 'confidential' and 'addressee only'. A return to sender address should also be marked on the envelope.
- Telephone - Validation or 'call back' procedures should be followed before disclosing information to someone who the receiver does not know to confirm their identity and authorisation.
- Fax - If documents containing personal information are faxed, the fax should be clearly marked for a named individual using a cover sheet with a confidentiality statement and only transmitted to a receiving fax machine in a secure environment.
- Transporting off site - Data held on disk or other portable media should be encrypted (password protected at a minimum) and the physical security of the disk should be protected i.e. kept under lock and key. If USB memory sticks are used they must be the biometric type. Manual information should be transported in containers. Devices or information should never be left unattended or in cars where they can be seen, always lock away in the boot.
- Email -Any documentation containing personal information should not be transmitted electronically unless it is anonymised or encrypted (password protected).