

ADULTS RESIDENTIAL AND NURSING CARE HOME SPECIFICATION

DESCRIPTION OF SERVICE

1.1 The purpose of care home services is to:

- a. Provide long¹ and short² term residential care services, with and without nursing for older people and adults of working age.
- b. Provide accommodation with toileting and bathing facilities, full board, personal care, nursing care where appropriate, staffing on a 24 hour basis, and day time and evening social activities.
- c. Support and stimulation to Service Users who fall within the registration category of the home registered under the Health and Social Care Act 2008 and/or who are assessed as having health care needs eligible for NHS Funded nursing care in accordance with National Framework for NHS Continuing Healthcare and Nhs-funding Nursing Care 2022 (Revised) or any subsequent version of this document or S.117 funding under the Mental Health Act 1983.
- d. The Care Home may also provide day activity services to people not usually resident in the home. The day services is not covered by this contract and the Service provider will need to apply for an Enabling Contract.

1.2 The service will normally be provided in a single room. If a room is to be shared, explicit and informed consent is required. Room-sharing is limited to situations where both individuals retain the capacity to consent.

2. UNITS OF SERVICE AND PAYMENT

- 2.1 A unit of Service is a 24-hour period beginning at 12 midnight on any day and ending at 12 midnight on the next following day, or any part of that period.
- 2.2 Apart for Fixed Term Contracts the Service Purchaser will pay for both the day of admission and the day of discharge as stated in 2.1.
- 2.3 For Fixed Term Contracts including, replacement care² and short stays payment will be made for the number of nights the Service User stays in the home.

3. SERVICE DELIVERY STANDARDS

The Service Provider shall:

- 3.1 Provide the Service as agreed in accordance with its obligations under this Agreement and with all the skill, care, and diligence to be expected of a competent provider of Residential and Nursing Homes. The Service Provider must follow all rules of the Health and Social Care Act 2008, any related regulations, and guidelines of the Regulatory Body.
- 3.2 The Service Provider must also ensure that their Services are delivered in a manner which is compatible with the following duties placed on the Local Authority under the Care Act 2014: -

1. Long term placement is intended for individuals who require ongoing support for an extended period, often for the remainder of the individual's life, depending on their needs and circumstances. Short term placement being a stay that typically lasts up to 8 weeks often used for respite. This excludes hospital discharge.

2 The aim of Replacement Care is to support the wellbeing of both the caregiver and the person receiving care, ensuring that the caregiver can recharge while their loved one is in safe hands.

- Section 1 – The duty to Promote Individual Wellbeing
- Section 2 – The duty to prevent the need for care and support.
- Section 3 – The duty to promote the integration of care and support with health services.
- Section 4 – The duty to provide information and advice.
- Section 5 – The duty to promote diversity and quality in provision of Services.
- Section 6 – The duty to com-operate with partners.
- Section 42 – The duty to Safeguarding Enquiries

3.2 Ensure there are enough appropriately inducted, trained, fit and competent staff on duty at all times to:

- i. ensure the safe and effective delivery of services to meet the individual assessed needs of the Services User as detailed in the Service Users care plan where this has been provided as part of the referral process.
- ii. Where appropriate, including but not limited to, accompanying services users to outpatient appointments, emergency hospital admissions, and other activities outside the home at no additional cost to Devon County Council
- iii. The need to attend very regular appointments, should be reflected in the My Care and Support Plan.
- iv. Ensure the Service Users right to privacy is observed and their affairs are respected at all times.

3.3 Ensure the service is led by a suitably qualified Registered Manager who:

- i. Models, develops, leads and monitors a resilient staff team that ensures that service users' outcomes are achieved and sustained.
- ii. ensures that best practice is embedded and maintained through a quality assurance process
- iii. ensures any deficiencies in the quality of the service are promptly rectified at all times.

3.4 Evidence should be documented and made available upon request to show that systems, structures and practices that enable learning, reflection and continuous improvement by all staff are in place and maintained, and positively impact users experience of the Service.

3.5 Ensure the environment is safe and suitable to meet the needs of the people who live there, and business continuity plans are in place and regularly reviewed to keep people safe during emergencies and disruptions.

3.5 Work proactively and collaboratively as part of the wider Devon Integrated Care System (Devon ICB) to optimise individuals' social and health care outcomes, prevent avoidable admissions to hospital, and facilitate timely hospital discharges and admissions from the community.

3.6 Work closely with system partners as required to enable and support the initial and/or ongoing assessment of Service Users' care and support needs.

3.7 Work closely with the Service User and representative to understand the Service Users interests, aspirations and past to aid in the delivery of care and support that is genuinely strengths-based, enabling, person centred, and seeks to maximise the choice and control that Service Users can exercise in as many aspects of daily living as possible, and which anticipates and is responsive to the Service User's changing needs.

3.8 Care Plans will be updated regularly to provide detailed information about the person's progress, goals, wishes and aspirations and are made available on request to relevant professionals.

3.9 Provide and maintain a workplace learning culture and environment that demonstrates and encourages individual and organisational learning, and where both gaining and sharing knowledge is prioritized, valued and recognised. Where the workforce are properly inducted, within 12 weeks, mandatory training is up to date and appropriate training is provided to meet the needs of the Service Users in the home.

3.10 Consider the use of technological solutions, where appropriate, to assist in delivering the least restrictive practices and keep Services Users and staff safe and benefit the workforce in delivering care and support.

4. SERVICE USERS NEEDS

4.1 Service Users will be people who:

- a. are assessed as eligible for care and support under The Care Act 2014
- b. have care and support needs that are prevalent 24/7 and
- c. have needs which cannot realistically be met at home with other services or in other types of accommodation, for example, through use of Assistive Technology, aids and equipment and/or because the frequency or unpredictability of the person's needs makes support at home non-viable.
- d. are assessed as in need of NHS funded nursing care in accordance with the National Framework for NHS Continuing Healthcare and NHS funded Nursing Care (July 2022 (Revised) or any subsequent version of this document.
- e. have health care needs which may be eligible for S.117 funding under the Mental Health Act 1983
- f. fall within the registration category of the home registered under the Health and Social Care Act 2008

YOUR CARE AND SUPPORT PLAN

5 REFERRALS TO THE SERVICE (UNDER REVIEW)

5.1 A Your Care and Support Plan 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 clear, accurate and current and contains a written care plan detailing the outcomes of the Service to be provided.

5.2 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.

5.3 The first four Weeks of any placement (except in the case of a Fixed Term Contract) shall be regarded as an "Initial Period".

5.4 Referral and access to the Service will be via a Care Practitioner or a Broker working on behalf of the Service Purchaser.

6. NHS CONTINUING HEALTH CARE AND FUNDED NURSING CARE (UNDER REVIEW)

In the case of a Nursing Home, Devon ICB will give consideration as to whether a full assessment for CHC needs to take place by a Continuing Health Care Assessor to establish the Service User Contribution.

Upon completion of an assessment, Devon ICB will advise the Service User (or their representative) and the Service Provider whether the resident is eligible to receive Funded Nursing Care and the level of the contribution.

In the case of self-funders who place themselves within the home, the Care Home should complete a Health Assessment and Funded Nursing Care Consent Form and submit this to the ICB.

7. REFERRAL TO THE SERVICE PROVIDER FROM A PRIVATELY FUNDED INDIVIDUAL OR REPRESENTATIVE (UNDER REVIEW)

7.1 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.

7.2 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.

7.3 The Service Provider should be aware that privately funded people, living in their home, with care and support needs below eligibility of The Care Act 2014, may be at risk of moving to another home in line with the Devon Offer, when their funds drop below the statutory threshold. Devon's Offer is made based on achieving a best value offer for support that meets the assessed eligible needs as described within the Care and Support Plan.

7.4 The Service Provider should ensure that all privately funded Service Users are aware that they may be eligible for financial support in the event that their funds drop below the statutory threshold. The Service User or representative will need to contact their local Social Services for a Care Act 2014 assessment to evaluate the level of care required and a financial assessment to review their financial situation.

8. SERVICE DESCRIPTORS (Will be attached for final consultation, engagement on the Service Descriptors is still taking place)

The Service Purchaser will determine which Service Descriptor level an individual requires based on their assessment of the Service users current presenting needs and with reference to the Service Categories described at Appendix X

9. SPECIALIST EQUIPMENT

9.1 Care Homes 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.

9.2 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 Appendix X – we are awaiting updated Local Authorities and NHS responsibilities for Community Equipment Provision – Residential and Nursing Homes Policy)

10. CONTINENCE PRODUCTS

Where it is identified that a Service User requires an assessment for the provision of continence products this will be undertaken in line with local access criteria. In the case of a Care Home without nursing through a referral from a Community Nurse or Bladder and Bowel services, or in the case of a Care Home with Nursing by the Service Provider completing a referral/assessment form. All continence products are supplied in accordance with the Bladder and Bowel Service’s eligibility criteria.

11. REVIEW OF INDIVIDUAL SERVICE USER (UNDER REVIEW)

11.1 There is a Care Act duty to keep plans under review generally, and it guides that the plan is reviewed no later than every 12 months, although a light-touch check, or review should be considered 6-8 weeks after the care and support has started. However, practitioners have discretion to set the timescale for this according to the circumstance of each individual case.

11.2 After the initial period, 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 of 12 months.

11.3 If it is considered that the care needs of the Service User have changed then any Party to the Your Care and Support Plan 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 Your Care and Support Plan is amended, then the amendment will be back dated to the date at which the Review was requested.

12. TERMINATION OF YOUR CARE AND SUPPORT PLAN

Upon the termination of an Your Care and Support Plan, the Service Purchaser agrees to pay the Service Provider in accordance with this Agreement,

Notice Period required/termination terms (excluding Hospital Discharge)	Terms for Termination
a. 7 days’ notice in writing by either party	<ul style="list-style-type: none"> • During the initial 28 day period • Fixed term contract or on end date of fixed term contract if earlier.
b. 28 days’ notice in writing by either party	After initial period with the exception of section c of this table.

c. Contract terminates on the day the person leaves the home	<ul style="list-style-type: none"> • Where it is agreed by both parties that the placement is inappropriate because the Service User displays behaviours that challenge that pose a risk to themselves and others. The Service Purchaser will make alternative arrangements taking into account the urgency of the situation. • The home's environment causes a risk to the Service User. The Service Purchaser will make alternative arrangements taking into account the urgency of the situation. • Where it is established by the Service Purchaser that the assessed needs of the Service Users are outside the category of registration held by the home.
d. Contract terminates 2 days after the date of death.	<ul style="list-style-type: none"> • Death of the Service User on a long term contract.
e. Contract terminates on the date of death.	<ul style="list-style-type: none"> • Death of the Service User of a fixed term contract.

13. DEATH OR DISCHARGE OF A SERVICE USER

13.1 The Service Provider will notify the Service Purchaser no later than 48 hours in writing of the death of any Service User in respect of whom an Your Care and Support Plan has been made, or if any Service User for whom an Your Care and Support Plan has been made, discharges themselves from the Home for any reason. The Service Provider shall inform the Care Practitioner in the first instance by telephone and confirmed by email to:

Care Direct Plus Eastern - cdpeasternassessmentreviewteam-mailbox@devon.gov.uk

Care Direct Plus Southern - cdpsouthernassessmentreviewteam-mailbox@devon.gov.uk

Care Direct Plus Northern - cdpnorthernassessmentreviewteam-mailbox@devon.gov.uk

13.2 If a Service User dies during the period of the Your Care and Support Plan, the Your Care and Support Plan shall end two days after the date of death. In the case of a Fixed Term Contract the Your Cre and Support Plan shall end upon the date of death.

13.3 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.

13.4 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 Section D: Service Specification Clause **14**.

14. TEMPORARY ABSENCE FROM THE HOME

14.1 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 Practitioner in the

first instance by telephone and confirm the details by email to the Locality Finance Assistants within one working day of the period of absence commencing.

- 14.2 On the day the period of absence has reached three weeks the Service Provider will again notify the Care Practitioner and the Locality Finance Assistants in the manner described above. The contact email addresses for the Locality Finance Assistants are:

Care Direct Plus Eastern Finance - cdpeasternfinance-mailbox@devon.gov.uk

Care Direct Plus Southern Finance - cdpsouthernfinance-mailbox@devon.gov.uk

Care Direct Plus Northern Finance - cdpnorthernfinance-mailbox@devon.gov.uk

- 14.3 The Service Provider shall ensure that the accommodation occupied by the Service User is kept available until the Service User returns or the Your Care and Support Plan is terminated in accordance with Section D: Service Specification Clause **12.4**
- 14.4 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 Your Care and Support Plan shall automatically terminate upon the expiry of such period
- 14.5 Where the period of absence is known or expected to be in excess of six Weeks, the Service Purchaser may terminate the Your Care and Support Plan, before the end of the six week period, giving seven days' notice in writing.
- 14.6 Where the Service User becomes absent from the home, except in the case of Fixed Term Contracts which shall terminate in accordance with the Your Care and Support Plan or by giving seven days' notice in writing, the Service Purchaser shall pay the Price **excluding any 1:1 support or any other 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 Your Care and Support Plan is terminated.

15. **SERVICE DEVELOPMENT AND TECHNOLOGY**

- 15.1 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.
- 15.2 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 Section B: Standard Conditions Clauses **30** of this Agreement.