



Attachment A Service Specification for Adult Care Services

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1. INTRODUCTION

This document sets out the Care Specification and standards that apply to the provision of Care Homes for Adults (Individual and nursing). The requirement derives from the National Health Service and Community Care Act 1990, Health and Social Care Act 2008 (Regulated Activities) Regulations 2015 and Care Quality Commission (Registration) Regulations 2009 and the Care Act 2014.

The Purchaser will assume responsibility for meeting the care costs of those Individuals in the borough of Bracknell Forest Council who are entitled to public financial support and who needs have been assessed as requiring accommodation and support in an individual care home. This Specification reflects national policy advice and guidance and sets out the philosophy and care standards to be adhered to in the provision of such care.

The Purchaser is committed to the development of a range of care home services in which it's staff and independent providers work in a spirit of consultation, co-operation and partnership to ensure that appropriate services are available to meet the needs of adults living within the Borough.

This document will be reviewed regularly and information concerning any changes will be circulated to all Providers.

The full scope of the required care is defined in this specification, the contract, individual Individual's Agreement and the Individual's Care Plan that forms an integral part of, and is in accordance with the Contract.

2. LEGISLATIVE REQUIREMENTS

The Provider and the Service must:

- 2.1 Meet the requirements of the Care Standards Act 2000 and any associated regulations, and any subsequent amendments or re-enactments to them. This includes registration with the Care Quality Commission and a requirement to meet and reflect the principles, values and good practices outlined in the specific Essential Standards that apply to the particular Service provided under this Contract and that are currently in force.
- 2.2 Be registered with the independent regulator for health and social care services the Care Quality Commission (CQC) or any subsequent body put in place for all regulated Care Services provided at the Premises to ensure the Provider meets a number of legal requirements and includes fundamental standards of quality and safety. The CQC have a list of legislation and current policies that the Provider must meet in delivery of the Services.
- 2.3 Meet all current and subsequent legal requirements for health and safety (including food hygiene), and other standards required by national and local government agencies and the fire service.
- 2.4 Meet current and subsequent legal requirements and updates in respect of, but not limited to: sex discrimination, race relations, equal opportunities, disability discrimination, gender discrimination, employment, human rights, data protection and freedom of information
- 2.5 Ensure the safety and well being of each Individual by adopting and implementing the relevant local Multi-Agency Safeguarding Adults Policy and Procedures. This should ensure that all Individuals are able to live and receive services in an environment that is free from prejudice and safe from abuse or neglect.

3. SPECIFICATION OF CARE

3.1. Statement of Values

The application of the principles of care set out below need to be implemented in conjunction with the following values in order to ensure high standards of the Service. All values should be achieved unless there are demonstrable reasons why they are not appropriate for any Individual. Any such reasons should be demonstrated by means of a fully documented risk assessment.

<u>Privacy</u>	Individuals should have a right to be alone and to be undisturbed, both in personal terms and in relation to their own affairs.
<u>Dignity</u>	Every Individual, regardless of their circumstances, is a unique and intrinsically valued human being. An active awareness of this should be demonstrated by the Provider, particularly in areas where dignity may be most at risk, for example in the management of incontinence, bathing and dressing. Staff will be skilled to maintain the dignity of the Individuals' in every aspect of the service delivery.
<u>Independence</u>	Individuals must be allowed to take calculated risks and to be involved in all decision making processes. Individuals have the right to think and act without having to refer to others, including the right to say no to assistance. As in all living situations, these individual rights may not be completely unfettered and must be exercised in the context of the health, safety and the needs of other Individuals.
<u>Choice</u>	Individuals should have opportunities to make independent choices as individuals. This requires that there should be a range of options for accommodation, care and other elements of the service and that Individuals should be fully informed about these options.
<u>Rights</u>	Adults are citizens, irrespective of their living situation and should retain all their rights and entitlements as citizens when they enter a care home and be helped to preserve and exercise them. Basic Human Rights must be available to all Individuals.
<u>Fulfilment</u>	All Individuals have their own interests, tastes, abilities and aspirations and should be actively enabled to realise them. Staff involved in providing care will be skilled and able to display through their attitudes and behaviour a respect and understanding of the Individuals required outcomes and preferences.
Reablement	All Individuals are to be given the opportunity to re-learn or regain some of the skills for daily living that may have been lost as a result of illness, accident or disability and be helped to maintain or regain their independence as far as possible. Individuals should be enabled to carry out every day tasks around the Premises, resume social roles that are important to them, make progress towards and/or meet personalised outcomes and maintain or improve their health and well being, This may include a range of clinical, therapeutic and social interventions to be involved, including several professional disciplines. Those with dementia should also be supported to work towards goals. For example: preserving and encouraging a more functional state, focus on reducing social isolation, building routine and/or learning to live well with dementia.

3.2. The Principles of Care in Care Homes for Adults

The Provider is required to subscribe to the following principles in the delivery of the Service. Policies and procedures within the Service delivered should reflect that these principles underpin all day-to-day activities.

- 3.2.1. All principles should be achieved unless there are demonstrable reasons why they are not appropriate for an individual. Any such reasons should be demonstrated by means of a fully documented risk assessment procedure.
- 3.2.2. In the provision of all services a person centred approach must be adopted recognising the Individual as an individual with individual needs and aspirations.
- 3.2.3. The Provider should offer Individuals the opportunity to enhance their quality of life by providing a safe, manageable and comfortable environment, plus support and stimulation to enable them to maximise their potential in relation to physical, intellectual, emotional and social capacity.
- 3.2.4. Individuals should be entitled to be involved in all decisions affecting their lives including for example decisions in relation to planning daily activities and more long term planning in relation to themselves and the Premises in which they reside.
- 3.2.5. The assumption underlying care decisions should be that Individuals are capable of making choices about their own lifestyle (e.g., holding a pension book, medicines, room key and deciding what to do and when to do it) rather than vice versa unless and until there is clear evidence that this assumption is not valid.
- 3.2.6. The Provider must meet as a minimum all the core elements for delivery of the Services set out in Annex A. The Provider will be measured and monitored against these core Service elements.
- 3.2.7. All Individuals retain their citizen's rights when they enter the Premises and the Provider must safeguard these rights and should help Individuals to exercise them.
- 3.2.8. The Provider should ensure that all Individuals continue to have unrestricted access to all community support services, including health, social services, leisure and education and should facilitate such access wherever possible, to the satisfaction of the Purchaser.
- 3.2.9. Individuals should be able to expect continuity, for example, in terms of maintaining links with former life (acquaintances, GPs etc.) if they choose to and having personal care provided by a small number of known and trusted staff.
- 3.2.10. The Provider should ensure that the needs, wishes and outcomes of all Individuals are ascertained, respected and met, particularly with regard to ethnic, religious and cultural factors.
- 3.2.11. Individuals should be able to retain dignity and should be treated with dignity, particularly for example in relation to the manner in which staff approach incontinence, bathing or dressing and the mode of address used to Individuals, and all matters concerning privacy.
- 3.2.12. The Provider should ensure that the needs of Individuals are paramount in issues and in relation to decisions, which are made within the Premises.
- 3.2.13. The Provider should not restrict rights and choices. Institutional practices and regimes that emphasise administrative convenience which restrict rights and choices are not to be permitted.

- 3.2.14. Any facilities for day care for non-individuals or other activities not directly related to the care of Individuals, should be organised by the Provider and located so as not to interfere with the lifestyle of Individuals.
- 3.2.15. The Provider must ensure minimum disruption and the full protection of privacy for permanent Individuals where Short Term Care facilities are provided within the same Premises. Individuals in receipt of Short Term Care should have the same level of Service and be afforded the same rights, during their stay, as permanent Individuals.
- 3.2.16. Individuals will be consulted in decisions regarding the use of the Premises for activities (such as fund raising and meetings) that are incompatible with normal domestic life and their collective views should be paramount.
- 3.2.17. The Provider should ensure that any assistance and advice will be offered in a non-directional manner, but offered in order to develop the ability of an Individual (except where not to be proactive would be neglectful or might lead to injury).
- 3.2.18. The Provider will use where appropriate assistive technology to support the Individuals needs.
- 3.2.19. Ensure minimum disruption to the Individual in terms by ensuring consistency of staffing.
- 3.2.20. The Provider is required to have weighing scales, preferably sitting scales on-site. Each Individual should be weighed at least once a month and the weight recorded in the Care Plan. Any Individual with a significant weight gain or loss should be referred to a health care professional for assessment. The frequency of weight checks should be increased as necessary or as requested by a Care Manager or Health professional. The Provider should maintain a list of Individuals requiring weekly weight checks.
- 3.2.21. Notify the Purchaser within one working day in the event of the death, injury to, or alleged abuse of, any Individual to whom this Contract applies, or any other event that significantly affects the quality of the Service provided.
- 3.2.22. The Provider must notify the Purchaser if Individuals' needs change to the extent that the Provider is unable to meet the assessed needs of Individuals' due to not having the appropriate level of registration with the Care Quality Commission.
- 3.2.23. Regularly consult with Individuals and where appropriate their families and representatives, and other stakeholders about the Service being provided. This should establish whether or not the Service is meeting Individuals' needs; take into account any suggestions made to improve the Service and inform the Purchaser of outcomes. Particular attention must be given to seeking the views of Individuals who use individual forms of communication.
- 3.2.24. Meet the assessed needs of Individuals in accordance with Individuals Care/Support Plans, which should include the identification, assessment and management of risks whilst allowing the Individual to make informed choices and take calculated risks
- 3.2.25. Embrace the principles of equality of opportunity and recognise the diverse needs of individuals, and ensure that Individuals' ethnic, religious, cultural and linguistic backgrounds are understood, respected and preserved.

3.2.26. The Provider must adhere to local medicines management policies and procedures, for obtaining supplies of medicines, receipt, recording (on Medication Administration Record Sheet sheets and Care Plans), storage (including controlled drugs and refrigerated items), handling, administration and disposal of medicines in accordance with Legislation and local guidance.

3.2.27. The Provider shall ensure medication is administered by appropriately qualified staff in accordance with current best practice, including The Care Homes Use of Medicines Study, Quality Safety Health Care 2009;18:341-346, National Institute for Clinical Excellence (NICE) guidance (including Managing Medicines in Care Homes) (or any subsequent best practise guidance) and other relevant National and Local guidance.

3.2.28. Ensure physical restraint is only considered in the most exceptional circumstances when it is intended to achieve the protection of the Individual. It should never be used as a convenient means of control, or as a means of overcoming staff shortages. Many potential risks can be avoided by adequate observation of Individuals by staff and/or by staff diverting the Individual's attention to some other activity. Where this is insufficient, advice should be sought from appropriate specialists/professionals.

3.2.29. There must be a clear written procedure on the use of restraint. This should include the circumstances where this may be permissible/appropriate, who should authorise this, who should be informed, and how it is recorded, monitored and managed. The Provider must adhere to current legislation regarding the Mental Capacity Act and Deprivation of Liberty Safeguards when creating or reviewing such policies and procedures.

3.2.30. The Provider will ensure that all pressure care policies and procedures have regard to current NICE guidelines regarding tissue viability. Ensure that all staff are aware of their role in maintaining healthy skin, pressure ulcer prevention and management, and where appropriate, reporting of pressure ulcers grade 3 to CQC and other authorities.

3.2.31. The Provider shall have a zero tolerance to all forms of abuse.

3.2.32. Provision of the Service

In the event the Individual prevents the Provider from delivering the Service, the Provider must inform the Purchaser within one working day, by telephone to the Intake Team.

3.3. Accommodation and Facilities in the Premises

3.3.1. The Provider must ensure that the Premises are clean, suitable for their CQC care registration and maintained to a high standard.

3.3.2. Individuals are entitled to private accommodation (single rooms unless living as a couple) which they can call their own, which they can use as and when they wish, and to which they can invite guests. This implies choice about the nature of the room or space (e.g., furnishings) and ability to lock the room and lock up personal belongings. The Provider should record what accommodation has been offered on admission and if applicable the reasons why a single room has not been made available. This information should be made available to the Purchaser on request.

3.3.3.A telephone should be provided where Individuals may make and receive personal calls in private. Each room shall have the facility for use of a telephone. Installation and use of this facility shall be at full cost to the resident.

3.3.4.Incontinence products, if required, should be supplied by the Provider and be inclusive of the fee payable by the Purchaser, in regards to nursing care placements, however for residential care this will be funded by the NHS. Disposal of such waste will be governed by the Environmental Protection Act 1990 - Waste Management, A Duty of Care 'A Code of Practice' or any subsequent legislation.

3.3.5.The Provider must ensure that all Individuals have the specialist equipment they require to maximise their independence.

3.3.6.In the instance where the Premises are not owned by the Provider they will be expected to work in partnership with the nominated Registered Social Landlord which will involve regular review meetings. The Provider is required to have a Lease with the Registered Social Landlord, a copy of the agreement should be supplied to the Purchaser on request.

3.3.7.In the event of an emergency closure, or a potential emergency closure, either at the Premises or the offices of the Provider, the Purchaser shall be informed immediately by the Provider.

3.4. Equipment Loaned to the Provider for an Individual by the Berkshire Community Equipment Service (BCES) – see Annex B for details

3.4.1.Where equipment is loaned by BCES it will be for the exclusive use of the Individual for whom it was prescribed, following assessment by a health or social care professional. A community equipment service would not normally be responsible for the general provision of equipment unless there is an emergency and a temporary item was supplied for a short period. For example to facilitate an urgent hospital discharge or where there is a safeguarding concern. If the equipment provided for a specific Individual is subsequently used with another Individual and an incident or accident occurs, the Provider will be held liable.

3.4.2.Once a need for equipment has been identified for an Individual, it must be recorded in the Individuals Care Plan. It is the Providers responsibility to ensure that they have, or will obtain the equipment within 48 hours of the need arising. The Provider shall use the equipment in a safe and appropriate manner as per the requirements of the Individual and with the guidance of any associated professionals, related organisations, manufacturers' directions, codes of practice or British Safety Standard as applicable.

3.4.3.Where an item has been provided by BCES this will include instruction on its use and maintenance. The Providers staff must have the appropriate training to use equipment and it must be used within the manufacturer's guidance and the item maintained in good condition.

3.4.4.The Provider is responsible for the cost of all repairs arising from negligence, damage or inappropriate use of loan equipment, or the full cost of replacement if damage is beyond repair.

3.4.5.The Provider will be charged the full replacement cost for all equipment not returned/or deemed 'lost'.

3.4.6. All repair and maintenance of BCES loan equipment will be carried out by the BCES provider, or authorised sub-contractor where appropriate. BCES will be responsible for maintaining a list of all loan equipment requiring ongoing and regular maintenance.

3.4.7. Equipment provided on loan through BCES will need to be made accessible for appropriate checks, repairs and maintenance when requested by the local BCES provider.

3.4.8. The Provider is responsible for maintaining and servicing their own equipment.

3.4.9. The Provider is responsible for notifying the BCES in the following circumstances:

- I. An Individual no longer requires a loaned item of equipment
- II. An Individual has died or moved to another location (the Provider must inform the BCES of the Individual's new address)
- III. Individual's needs have changed and the loaned item of equipment may need to be replaced with an alternative item
- IV. Equipment breakdown or repair

3.4.10. A charge will be made to the Provider if they fail to arrange for the collection of BCES rental equipment when they are no longer required by an Individual. This charge will be equal to the rental costs incurred by the BCES budget from the time the equipment should have been returned by the Provider, to the date the item(s) were collected and removed from hire by the BCES, plus the loan equipment return rate.

3.4.11. Equipment that is no longer needed by the Individual for whom it was prescribed must never be transferred for use by another Individual.

3.4.12. The Provider should hold records of all equipment supplied by BCES in the Premises and conduct an annual audit of all equipment.

3.5. Activities and Stimulation

3.5.1. The Provider should provide Individuals with a stimulating environment that reflects their needs, including reminiscence, reality orientation and other personalised activities. These should be made available seven days per week and at times to meet the needs and preferences of Individuals.

3.5.2. The Provider must recognise the need for social activities as part of a holistic approach to the care of the Individual. In addition to organised activities, spending time talking to Individuals and understanding their lives is an expectation on staff within the Premises.

3.5.3. The Provider should detail by way of an individual assessment what activities Individuals will enjoy and such activities as should be provided in keeping with good practice. As individuals, there will be a range of interests, skills and needs, activities should be designed to reflect this. This includes age appropriate support for young people with a disability and those living with dementia.

3.5.4. The Provider should maintain specific records of all activities undertaken and the impact this has had on each Individual taking part.

3.6. Choice and Availability of Food and Drink

- 3.6.1. Food and nutrition should be managed as an essential and integral part of the Individuals Care Plan. The Provider should also take into account the Individuals religious, cultural and personal preferences. Food intake should be recorded and monitored where appropriate.
- 3.6.2. All foods served should be attractive, appetising and appropriate to the needs of the Individuals. These may include finger foods and textured soft foods as well as more conventional meals.
- 3.6.3. If pureed foods are served, particular care should be given to ensure that they look and taste appetising and that adequate choices are available.
- 3.6.4. Staff should be able to offer food and drinks for Individuals' whenever required. Snacks and drinks such as sandwiches, fresh fruit, biscuits, tea, milky drinks, fruit juices and water should be available throughout the day and night.
- 3.6.5. Staff should be aware that an adequate fluid intake is essential to prevent dehydration and constipation, which can lead to further confused states. Individuals' should be encouraged to drink in accordance with current guidance, 1.5 litres (8-10) cups of fluid a day. Staff should be aware that limiting fluid does not reduce problems associated with incontinence. The Provider when required, must record all fluid intake.
- 3.6.6. Where necessary, speech and language therapist and occupational therapists should be consulted as soon as a concern is identified and without delay, to ensure that appropriate assistance is offered in helping Individuals' to eat and drink. Oral hygiene should be checked regularly and help given with brushing teeth and gums
- 3.6.7. Appropriate aids should be supplied to encourage independence at meal times and increase dignity for the Individual.
- 3.6.8. For Individuals requiring 1:1 assistance at meal times there should be consistency of staff in order to build trust and improve dignity.
- 3.6.9. Food preparation must comply with all legislation. Attention is drawn to the need to meet the standards required by the Health and Care Standards Act 2008.
- 3.6.10. All staff must follow current best practice guidelines when working with people with dementia as per the messages in the approved training detailed in 5.9.6.

3.7. Care of the Dying (End of Life)

- 3.7.1. The Provider will sensitively facilitate early discussion about the Individuals' preferences at the end of life. All "End of Life" planning will be completed in line with the Providers care planning procedure. The Provider will offer an Advance Care Plan to all Individuals within three months of admission, using a recognised care planning tool. These Care Plans should be reviewed at least annually and upon any significant change in the Individuals' condition. In the case where an Individual has no next of kin or no appropriate person to consult about these decisions the Provider shall ensure that an Independent Mental Capacity Advocate is appointed to support the Individual with these decisions.

- 3.7.2. During the above process the Provider should seek the appropriate multidisciplinary support including palliative care to ensure the Individual receives effective palliative care symptom management at end of life. Providers should actively work to achieve an Individual's preferred place of death rather than referring to hospital during the last few days of life.
- 3.7.3. The Provider will have formal processes for appropriate onward referral to the GP or District Nursing services when appropriate. Following the identification of significant changes or deterioration in the Individual's health condition it may be appropriate at this time to review the increased care needs of the Individual and consider the continued appropriateness of the placement.
- 3.7.4. The Provider must ensure that Individuals and their families/carers are encouraged to have conversations around their individual preferences, including place of death and interventions and that all such conversations are recorded appropriately in the personal records.
- 3.7.5. The Provider must ensure that their staff are familiar with DNACPR forms ("do not attempt CPR") and are aware of their existence for an Individual where that is the case. Staff should be trained on end of life care including communication skills and dealing with bereavement and stress.
- 3.7.6. Where an Individual requires palliative care, an assessment should be co-ordinated by the Purchasers Care Manager to assess whether it is appropriate for that care to be provided by the Provider or elsewhere.
- 3.7.7. Contact should be made by the Provider, if the Individual so wishes, with the appropriate minister of religion. Cultural and religious customs surrounding the death of an Individual should be observed.
- 3.7.8. Should an Individual die the Provider shall inform the Purchaser by telephone via the Purchasers Intake Team within one working day of the date of death at the latest. The Provider shall send through written confirmation to the Purchaser of the death of the Individual within one day of the initial telephone communication.
- 3.7.9. In the case that the Individual has no next of kin or willing next of kin, the Provider will be responsible for registering the death.

3.8. Voids

- 3.8.1. The Purchaser may commission the Provider under this Contract to provide Short Term Care such as respite, hospital discharges or emergency or temporary placements. The same obligations in this Contract apply to all Short Term Care.
- 3.8.2. The Purchaser may also enter into agreements with other local authorities to utilise any Voids, at its absolute discretion whether for permanent or Short Term Care. In this situation the Purchaser shall enter into an agreement with the local authority. The same obligations in this Contract shall apply to the Purchaser and Provider under this Contract.
- 3.8.3. The Provider shall ensure that all Voids are ready for a new placement within the following timescales (or sooner, by mutual agreement):

- I. For permanent placements within two days of expiry of the notice period i.e the room being vacated; or where the Individual is deceased, within two days of the Individuals possessions being removed from the room (in accordance with the provisions of condition D4)
- II. Where notice has been given but the Individual is absent from the Premises the Void shall be ready the day following notice expiring
- III. For Short Stay Care the Void shall be ready the next day for a new placement

4. INDIVIDUALS FINANCES

- 4.1. The Provider is required to comply with CQC requirements relating to Individual finances.
- 4.2. Individuals should receive their own personal allowance; this must not be included as part of the fee.
- 4.3. The Purchaser will collect Individuals Contribution to their Services.

5. STAFFING REQUIREMENTS

- 5.1. The CQC Regulations for staff recruitment, induction, training and supervision shall apply, and the Provider must meet current and subsequent legal requirements for staff that have contact with young people and/or vulnerable adults.
- 5.2. The staff complement must at all times allow for the needs of the Individuals to be fully met, including but not limited to care and support hours delivered in line with Individual requirements and personalised activities. Staffing must be adequate to support Individuals requiring more than one carer for assistance as and when required.
- 5.3. The Provider must ensure staffing levels and ratios are determined by evidence-based competency assessments that are regularly reviewed to ensure staffing ratios are at all times safe and suitable to meet all needs of the Individuals. The Provider must keep abreast of guidance issued by the NHS/NICE/CQC (or any subsequent body) and use this advice to inform decisions around their staffing and nursing levels.
- 5.4. Staffing levels must be sufficient to ensure all communal areas are monitored according to the assessed risk of each Individual. The Provider must risk assess each Individual for this purpose and ensure staff are available to respond immediately to Individuals in the communal areas and be aware at all times of the Individuals' making use of these areas.
- 5.5. The Provider may be required to increase the frequency of observational checks on Individuals. If the need for 1:1 care is identified, the Provider shall notify the Purchaser and request additional funding for the Service to the Individual, together with details of the cost. Where the Purchaser approves the request this shall be confirmed by the Purchaser to the Provider in writing.
- 5.6. The staff group should have appropriate skills, gender, ethnic and age mix reflecting Individuals needs and preferences.

- 5.7. The use of agency staff is not encouraged as continuity of care is particularly important. Agency staff must adhere to the Staffing Requirements in this clause. Agency staff must receive a full induction to the Premises and each Individual for whom they are responsible on working day one and this must be fully recorded by the Provider.
- 5.8. Other expertise and skills required within the Services to adults with mental health needs include observational, interpretative, communicative skills, and the management of risk and anti-social behaviour. The Provider is advised to take note of the minimum standards as set out by CQC and Skills for Care.
- 5.9. Volunteers must not be used to supplement staffing levels. Their role is recognised as important and should be supervised appropriately. All volunteers deployed by the Provider must undertake the same level of recruitment checks and training as paid members of staff.
- 5.10. **Staff Vetting and Training**
- 5.10.1. The Providers Care Home Manager must be registered with CQC and have evidence of appropriate qualifications, training and experience to manage the Service. The Purchaser has identified the Care Home Manager as Key Personnel for the purpose of the Contract. Any planned changes to Key Personnel need to be provided to the Purchaser with prior written notice.
- 5.10.2. The Provider shall have clear procedures and records for all staff in regards to vetting, recruitment, and training.
- 5.10.3. Where relevant, the Provider shall have clear procedures and records for all volunteers in regards to vetting, recruitment, and training.
- 5.10.4. All staff at the Premises must be vetted in line with the Providers Recruitment and training Policies and Procedures.
- 5.10.5. The Provider must train staff to meet all the needs of their Individuals, including those with exceptional or specialist needs. All staff should meet the care standards set out by Skills for Care, CQC and as part of the induction staff should undertake the care certification,
- 5.10.6. Providers registered to care for Individual groups with mental health and/or dementia, further specialist training programmes must include, in addition to statutory training:
- i. Dementia and Mental Health awareness
 - ii. Communicating with people with Dementia
 - iii. Understanding and preventing delirium
 - iv. Providing activities for people with dementia
 - v. Understanding and managing challenging behaviour
 - vi. Safeguarding Adults. (Level to be appropriate to job description)
 - vii. Mental Capacity Act (including consent issues)
 - viii. Deprivation of Liberty Safeguards (DoLS) and restraint
 - ix. Medication
 - x. Dignity in care
 - xi. Recording skills (to include use of behaviour charts)

- 5.10.7. The Provider is required to ensure staff are trained and competent in all of the above areas, in addition to statutory training and will be required to evidence competency checks for staff on these the subjects. Only staff whom the Care Home Manager has deemed fully competent should work independently with Individuals.
- 5.10.8. The Provider must have a comprehensive training matrix listing all staff, their designation, mandatory and non-mandatory training, dates completed and refresher courses due. Regular training needs analysis must take place to ensure that staff keep up to date and continue their performance development.
- 5.10.9. E-learning training delivery should be delivered as a reinforcement and/or refresher training. In any e-learning delivery the Care Home Manager should ensure that the trainee is able to demonstrate they have understood the course and embedded skills are demonstrated in practise. Where possible, training should involve a practical element to ensure full understanding of the subject.
- 5.10.10. The Provider should register with Skills for Care National Minimum Dataset for Social care (NMDS-SC) and ensure that they complete these records.
- 5.10.11. The Provider should demonstrate commitment with staff retention, career development and workforce development.

6. INDIVIDUAL REFERRAL PROCESS

- 6.1. The Purchaser may request Services to be provided for in a number of different circumstances such as eligible financially assessed Individual, a Self Funding Individual with diminishing capital or Short Term Care. A referral shall be completed for an Individual in accordance with the commissioning procedure.
- 6.2. The Purchaser is responsible for assessing the Individuals eligibility for public finances and their care needs.
- 6.3. The Purchaser's Care Manager will complete an assessment of needs for the Individual which will include details of the specific Service tasks that are required to be delivered by the Provider.
- 6.4. The Purchaser's Care Manager, Individual and / or their representative should meet with the Provider and view the Premises.
- 6.5. The Purchaser will contact the Provider to ensure that they have capacity. The Provider is expected to carry out their own assessment of needs to confirm that they are able to meet all the Individuals required care needs at the Premises.
- 6.6. If the Provider confirms that they are able to provide the Service to the Individual the Purchaser will send the following to the Provider:-
- I. Current assessment of needs and/or Care/Support plan
 - II. Any further information or documentation required for that Individual
 - III. An Individual placement agreement for that Individual

The Provider shall ensure that any required assessments of potential Individuals are completed within 48 hours upon request of the Purchasers Commissioner.

- 6.7. The Provider must be able to demonstrate how the assessed needs and the Care Plan of the Individual can be met.
- 6.8. Where Short Term Care is commissioned the Individual will be a temporary Individual; they should be offered the same Services and treated as a permanent Individual.

7. ADMISSION TO THE PREMISES

- 7.1. Admission arrangements should reflect the Individuals needs when deciding whether to live in a nursing home and in such cases the Individual should be advised that the admission would be for a trial period to enable them to reach the right decision. Such arrangements also allow the Purchasers Care Manager and the Provider the opportunity to confirm whether long term care is appropriate and in the best interest of the Individual.
- 7.2. The Purchaser will provide accurate and appropriate information about the Individual and their needs, and ensure that, where appropriate, each Individual has a named qualified key worker. A member of the Purchasers care team will attend review meetings and respond to requests from the Provider and the Individual.
- 7.3. The Provider will make available to all Individuals a "Individual Guide" which will set out the Individuals rights incorporating the Service principles and values. This should also include details of the range of care offered clearly identifying any services which are chargeable and detailing the fees.
- 7.4. As far as possible an introductory visit for each Individual and his or her family and friends should be facilitated.
- 7.5. Individuals should be encouraged to bring personal possessions into the Premises, including small items of furniture where practicable. Arrangements for the recording of Individuals property and secure storage for valuables should be made. The Individual and their family will also be informed of the level of insurance cover the Provider maintains for Individuals' personal belongings.
- 7.6. Ensure that within the first week of admission a new Individual should be weighed and their food and fluid needs assessed. These needs should be reviewed regularly. A specific review after one month is expected as staff will have knowledge of the Individual. Particular attention should be paid to the Individual's energy needs (i.e. the calorie requirements). Efforts should be made to find out about any special dietary needs, food preferences and religious or cultural requirements. This information should be sought from family and friends as well as from the individuals themselves, preferably before they move into the Premises. This information must be included in the Care Plan and regularly updated.
- 7.7. A review of the Individual should take place within the first six weeks of the Individuals commencement date to ensure the placement suitability.
- 7.8. The Provider should monitor the availability of single room provision and record instances when single rooms have not been offered or accommodated by Individuals and the reason for these instances. This information should be made available to the Purchaser on request.

- 7.9. It is the responsibility of the Provider to ensure that they have, or will obtain within 48 hours of the Individual commencing the Service, correct and suitable equipment for the Individuals as identified in the Individuals Care Plan (including any subsequent amendments or alterations to the Care Plan throughout the Term). The Provider shall use the equipment in a safe and appropriate manner as per the requirements of the Individual, and with the guidance of any associated professionals, related organisations, manufacturers' directions, codes of practice or British Safety Standard as applicable.

8. QUALITY ASSURANCE AND CONTRACT MONITORING

The Provider is expected to participate in reviews of Individuals' needs, Contract reviews, provider forums and service review meetings.

8.1. Individual Care Reviews

- 8.1.1. The Provider will: Support the development of person-centred plans and respond with person-centred approaches, in partnership with Individuals and their chosen supporters.
- 8.1.2. The Purchaser will appoint a Care Manager who will be responsible for the regular review and assessment of the care arrangements for the Individual. The Care Manager will advise on the frequency of these reviews. This monitoring process should clearly demonstrate that the views and wishes of the Individual are represented and taken into account wherever practicable.
- 8.1.3. The Provider must meet as a minimum the Core Elements of Individual Care and Nursing detailed in Annex A, standards of care set out by CQC, and agreed service outcomes in the Individuals Care Plan. The Services will be monitored against these performance indicators.

8.2. Service Monitoring Reviews

- 8.2.1. The Provider should carry out on a monthly basis its own thematic analysis (identifying themes and trends) of feedback to support continuous service improvement. This should include qualitative analysis of complaints, compliments, safeguarding, incidents and accidents such as medication errors, falls, pressure ulcers and all other significant information. This should be shared with the Purchaser upon request.
- 8.2.2. Maintain a quality assurance system to manage continuous improvement to the Service in response to consultation, national and local policy requirements, and within the person-centred ethos, that includes collection, monitoring and evaluation of information about the Service provision and which is shared with the Purchaser upon request.
- 8.2.3. The Provider is expected to attend and participate in the Provider forums run by the Purchaser, Clinical Commissioning Group or other statutory bodies. These forums are educational and informative on care best practise, new initiatives, new contract opportunities.
- 8.2.4. In the instance where the Premises are not owned by the Provider they will be expected to work in partnership with the nominated Housing Association/Provider which will involve regular review meetings.

8.2.5. Notify the Purchaser within two working days of any inspection carried out by the Care Quality Commission and provide written details of any requirements or recommendations made by the Commission's Inspectors, and the actions that will be taken to meet the requirements, within fourteen days of the inspection. The Provider shall also forward to the Purchaser a copy of the inspection report, without delay, when it is published and provide details of any other formal internal or external monitoring, evaluation or review of the effectiveness of the Service.

8.2.6. It may at times become necessary, due to the amount and/or nature of Safeguarding concerns raised regarding a Provider for the Purchaser to work more closely with a Provider within a formal Safeguarding framework. This will require frequent meetings and actions for the Provider with sufficient resource and Senior Management involvement to ensure identified service improvements are made in a timely manner until such a time as a decision is made that the framework is no longer necessary.

8.2.7. In accordance with Attachment E Providers Guide to Care Governance, a serious concern may trigger an Embargo. An Embargo means no new placements will be made by the Purchaser at the Premises, or placements will be restricted.

8.2.8. The Provider may self Embargo through an agreed set of circumstances with the Purchaser linked to safety and Services.

8.2.9. The Purchaser has the right to suspend Services based on intelligence received and information gathered on Services provided to all Individuals in the Premises.

8.3. Strategic Commissioning Reviews

8.3.1. The Purchaser will conduct as a minimum quarterly Contract Review Meetings with the Provider. The Provider's home management team are expected to attend these meetings and prepare management information to discuss at a strategic level focusing on capacity, control of costs, workforce development, issues, innovation and new initiatives.

8.3.2. The Provider shall submit on a quarterly basis a contract monitoring report. This report will detail the Service performance such as admissions, activities planned, compliments, complaints, staffing and training.

8.3.3. The Purchaser will measure the Provider against quality outcome indicators as indicated at C14. Quality Outcome Indicators. The Provider will submit monitoring information against the quality outcome indicators as a minimum quarterly. The Purchaser may request additional indicators at its sole discretion.

8.3.4. The Provider will provide upon request and in good time, accurate monitoring information in a format determined by the Purchaser that includes as a minimum information about occupancy, invoicing and financial matters, human resources, contract compliance, procedures for Individual representation, comments, compliments and complaints, quality assurance, service development and outcomes.

8.3.5. The Purchaser will share information on the outcome of Contract monitoring with appropriate statutory bodies having satisfied itself that this information will be used for monitoring purposes only. Such statutory bodies will include but is not limited to the Care Quality Commission, the relevant Clinical Commissioning Groups and other local authorities funding, or considering funding Individuals in the Premises.

8.4. Working Partnership Supporting Innovation and new Initiatives

8.4.1. The Purchaser will work in partnership with the Provider to develop and improve the Service being provided. This will include sharing information about local or national good practice initiatives and central or local government requirements for changes to service delivery. The Provider shall work together with the Purchaser and other statutory bodies, including Clinical Commissioning Groups, Emergency Duty Teams, GP's and other care providers of care services. The Provider shall be committed to promoting a partnership approach at all levels to:

- i. delivering a service, which is flexible enough to reflect changing needs, priorities, strategy and lessons learnt, and which has Individual and staff participation at the centre;
- ii. sharing key objectives;
- iii. working towards achieving key outcomes;
- iv. communicating clearly and regularly;
- v. being open and honest;
- vi. sharing relevant information, expertise and plans;
- vii. seeking to avoid conflicts, but where they arise, to resolve them quickly at a local level wherever possible;
- viii. seeking continuous improvement by working to get the most out of the resources available by finding better, more efficient ways of working;
- ix. sharing the potential risks involved in service developments

8.4.2. The Provider is expected to support innovation and participate in new initiatives, for example, through the use of new technology and new ways of working to enable the Service to be provided in an efficient and effective method. These initiatives will be discussed at regular meetings with the Purchasers' Representative and other agencies. To inform the current pipeline may include commissioning engagement via a dynamic Procurement system, and e-consultation GP appointments for Individuals.

9. COMPLAINTS PROCEDURE

9.1. The Provider must ensure that there are robust procedures in place to manage any comments, compliments, complaints or ideas received about the Service and any resulting actions taken and/or outcomes. This should include the provision of information in relevant languages and other formats, and any assistance or facilities that are required to enable effective communication with Individuals to take place. The Provider should recognise the vulnerability the Individual may feel in making a complaint. The Provider will also ensure that Individuals are informed that they may make a complaint through the Purchasers Complaints Procedure.

9.2. The Provider must have a system in place for recording all complaints that tracks progress and remedial actions. This must be made available to the Purchaser upon request.

9.3. Individuals should be informed in writing of the means of registering a complaint, how the complaint will be managed and where appropriate informed of the outcome.

- 9.4. The Provider's complaints procedure must be accessible to all Individuals including those with communication needs as a result of a disability or cultural/ethnic background. The Provider must demonstrate how this is achieved upon request

10. PROVIDER FEES

The Providers Fees must include the following components of the Services as a minimum:

- i. Staffing and associated costs
- ii. Premises and associated costs
- iii. Administration
- iv. Sustenance such as food and drink
- v. Household items, including general toiletries and cleaning equipment
- vi. Medical care (including facilitating local services)
- vii. Working with the Individual(s) family
- viii. Recreational activities that take place on site
- ix. Escorts
- x. Local Outings
- xi. Local transportation in relation to the Individuals routine activities
- xii. Incontinence supplies
- xiii. Laundry
- xiv. Meals

Attachment C

Block Price Agreement

This Schedule contains the details for Block Price bed pricing arrangements. For the avoidance of doubt all Block Prices for Individuals will be confirmed in the Individual Purchase Order.

Defined Terms in this Schedule:

Block Price	Means: <ul style="list-style-type: none">a. the Price agreed between the Parties as detailed in Attachment C for commitments to purchase beds with continued obligations on payment of the price for Voids subject to the conditions of the Contract and any documents referred to therein.b. An agreed Price for a bed for an agreed period of time which shall apply for permanent and Short Term Care.
Void	A nursing care bed that is not occupied by an Individual. A void may be filled by the Purchaser making a Short Term placement, or by the Purchaser entering into an agreement with another local authority to make a placement in a void either permanent or for Short Term care.

1.1. Block Price

The Provider shall supply **[insert number of beds]** at the rates detailed in the table below. The initial Block Price is fixed for a period for 12 months from the Commencement Date.

Number of Beds	Type of Bed	Cost per week (nett of Free Nursing Care)
[insert number]	Standard nursing, including dementia care	[insert price]

For the avoidance of doubt, where a bed is occupied the Provider shall be responsible for claiming the Free Nursing Care contribution from the relevant CCG, as the Purchaser is not legally responsible for, and cannot legally pay for the free nursing care element as a result of Section 22 of the Care Act 2014.

The Purchaser will be responsible for Voids at the Block Prices indicated at 1.1, plus Free Nursing Care ([currently £155.05 per week making a total of \[insert cost\]](#)) for the duration of the Term in accordance with the Contract and any documents referred to therein.

1.2 commercial Detail

Any review of the Block Price shall be in accordance with the provisions of D1.

In accordance with the provisions of D1, in the event that the Provider is under an Embargo by either the Purchaser or the Regulatory Authority or a self-embargo the Provider shall not be entitled to payment for any Void.

Attachment D

Incidents Requiring Reporting Procedure

In relation to Individuals the Provider shall follow this process for all instances which require reporting.

- a) The Provider shall report any incidents detailed at C15 (Incident Reporting Requirements) within the timescales indicated, or where no timescale is indicated, within 72 hours of the incident occurring
- (b) The Provider shall undertake any remedial actions reasonably requested by the Purchaser as well as follow its own internal policy
- (c) The Provider shall share the report into the incident with the Purchaser within ten working days of completion, including finding the root cause of the incident and action plan to rectify this

The action plan will be monitored in the Review Meetings which may increase whilst the action plan is being followed.

Attachment E Providers Guide to Care Governance

See separate word document

Attachment F

Information Sharing Guidance & Protocol– Block Contract Nursing Care

Guidance

Data sharing agreements can take a variety of forms, depending on the scale and complexity of the data sharing in question. An agreement is a set of common rules binding on all the organisations involved in the data sharing.

Good practice and compliance with the Data Protection Act 1998 expects data sharing agreements to address the following as a minimum:

Purpose of the data sharing: The agreement should explain why data sharing is necessary and detail any specific aims or benefits of sharing the information. To ensure that all parties are clear as to the purpose for which data may be shared and used, this needs to be documented as fully as possible.

The organisations involved in the data sharing: All organisations involved in data sharing for the purpose need to be clearly identified and contact details of key members of staff documented. If additional organisations are to be involved in any part of data sharing, they also need including in the agreement. If appropriate, any organisations which need to be excluded from any sharing arrangements need to be detailed.

Data items to be shared: The types of data the Council intends sharing with the organisations stated above need to be explained and detailed. As much information needs to be documented as in some cases it will be appropriate to share certain details held in a file although more sensitive data would not be shared under any circumstances.

Basis for sharing: The basis for sharing the data needs to be clearly detailed. As a local authority, there are some legal duties to share certain types of personal data such as the Data Protection Act and some Children's legislation. Even if there isn't a legal requirement to share data, there will usually be a legal power allowing for the sharing of data. A principle of the Data Protection Act requires personal data to be 'fairly and lawfully processed' and should only be shared where a Schedule 2 condition is met and when information is sensitive, a Schedule 3 condition must be met. There is additional guidance specific to the Data Protection Act at Appendix A. Throughout the Council, there is a variety of legislation which is relevant and ranges from the Children's Act 2004 to the Crime and Disorder Act 1998. If you require any further information on any of these acts, please contact legal services.

Access and individuals' rights: The Data Protection Act provides the right for individuals to access and receive copies of the records held about them. The agreement should address how shared information would be accessed upon request and by whom with an overview of the sort of data normally released under the Data Protection Act or the Freedom of Information Act.

Information governance: There are a number of practical problems which can potentially arise when sharing personal information. By expanding on these key areas all parties to the agreement should have a better understanding of governance issues.

- Detail which 'datasets' may be shared to prevent irrelevant or excessive information being disclosed
- Make sure the data being shared is accurate and is subject to regular review

- Where appropriate, all parties are using compatible datasets and are recording data in the same way.
- Have common rules for the retention and deletion of shared data and ensure data which is subject to different statutory or professional retention/deletion rules are identified.
- Have common technical and organisational security arrangements, including the transmission of data and procedures for dealing with any breach of the agreement.

Data Sharing Protocol for Block Contract Nursing Care

This data sharing agreement is between Bracknell Forest Council and **[insert name of provider]** with effect from the Commencement Date.

Purpose and basis for sharing:

The aim of this agreement is to facilitate the lawful exchange of personal data and sensitive personal data as defined within the Data Protection Act 1998 (the DPA), within and between the organisations listed in the agreement for notified and defined purposes. The Parties acknowledge that there is a need to share information with each other in order to ensure that services are delivered effectively. The purposes are:

- *To enable the Organisation to provide the service commissioned by the Council*
- *To ensure that the Service is provided in accordance with the Contract and Specification*
- *To ensure that all parties are able to meet their individual responsibilities in line with relevant legislation and the Contract and the Specification*
- *To ensure that concerns are reported to the other party in accordance with the Contract and the Specification*
- *To ensure the smooth exchange of information necessary to support the Service in accordance with the Contract and the Specification*

The overarching purpose and basis for sharing information is to enable the Organisation to provide a **Block Nursing Care Service**.

The relevant legislation is:

- Data Protection Act 1998
- Crime and Disorder Act 2000
- Children's Act 2004

Organisations:

The Council Key Contacts

All addresses are *Bracknell Forest Council, Time Square, Market Street, Bracknell, Berks, RG12 1JD*

Name/Team	Telephone Number	Email
Brokerage Team	01344 351503	Homesupport.brokerageteam@bracknell-forest.gov.uk
Contracts Team	01344 351446	Contracts.team@bracknell-forest.gov.uk
Relevant Practitioner for an Individual	Will vary	Will vary
Relevant operational team for an Individual	Will vary	Will vary
Finance Team		ASCH.finance@bracknell-forest.gov.uk
Intake Team	01344 351500	Adult.Services@bracknell-forest.gov.uk
Emergency Duty Team- out of hours	01344 786543	No email

The Organisations Key Contacts [to be completed by Provider]

Name/Team	Telephone Number	Email
Restricted access email address for IPOs and other confidential information to be sent to		

Each party shall inform the other party of changes to this information in writing as soon as practicably possible.

Information to be shared:

The information shared will be the minimum amount necessary, it will be relevant and only used for the purposes of this agreement. This is necessary to ensure compliance with the second and third principles of the Data Protection Act.

- Principle 2 "Personal data shall be obtained only for one or more specified and lawful purposes; and shall not be further processed in any manner incompatible with that purpose or those purposes.
- Principle 3 "Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

It is anticipated that personal data and sensitive personal data will be shared at meetings, by telephone or by written communication e.g. letter or email. The parties hereby agree:-

- *Information will be stored securely whether in written or electronic form*
- *Information shared electronically will be transmitted securely to the relevant named contact. Fax machines will not be used for the transmission of sensitive information*
- *Data will be anonymised wherever possible*
- *Information sent by post will be marked 'Private and Confidential', and marked for the attention of the named contact*
- *Any personal data or sensitive personal data to be disposed of will be shredded or otherwise securely deleted.*

The type of information to be shared consists of:

- *Name of Individual*
- *Address*
- *Telephone number*
- *Gender*
- *Marital status*
- *Ethnicity*
- *Next of kin/family/other involved parties*
- *Well being plan*
- *Medical details*
- *Financial information*
- *Details of risk e.g. manual handling*
- *Incidents & accidents*
- *Safeguarding concerns*
- *Complaints*

The data to be shared under this agreement will be both personal and sensitive; any sensitive information cannot be shared without the data subject's explicit consent (unless other legislation takes precedence).

The parties shall ensure that access to personal data and sensitive personal data is limited to those employees who need access to it to meet the parties' obligations under this Agreement, and in the case of any employee, such parts as is strictly necessary for performance of that employee's duties. The parties shall ensure that all employees are informed of the confidential nature of the information, have undertaken training in the law relating to handling such information and are aware both of the parties' duties and their personal duties and obligations under the law and this Agreement. The parties shall take reasonable steps to ensure the reliability of any of the parties' employees who have access to the information.

General: The data to be shared will be reviewed by all parties to ensure it is up to date and accurate.

Each party will make sure they take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

All complaints and breaches must be reported to [the Intake Team 01344 351500](#) as soon as detected/identified/raised.

Signatures

I agree to abide by the terms and conditions above.

On behalf of the Council:-

Name: Gill Vickers

Position: Director Adult Social Care Health & Housing

Signature:

On behalf of the Organisation:-

Name:

Position:

Signature:

Appendix A

Data Protection Act 1998

This Act deals with the processing of personal (i.e. sensitive and non-sensitive) data. Personal data is data which relates to a living person, including the expression of any opinion or any indication about the intentions in respect of the child or young person is considered personal data. Sensitive personal data is personal data relating to racial or ethnic origin, religious or other similar beliefs, physical or mental health or condition, sexual life, political opinions, membership of a trade union, the commission or alleged commission of any offence, any proceedings for any offence committed or alleged to have been committed, the disposal of proceedings or the sentence of any court in proceedings.

Organisations which process personal data must comply with the data protection principles set out in schedule 1 of the Act. These require data to be:

- fairly and lawfully processed;
- able to meet a schedule 2 condition, and if sensitive personal data, a schedule 3 condition;
- processed for limited specified purposes;
- adequate, relevant and not excessive for those purposes;
- accurate and up to date;
- kept for no longer than necessary;
- processed in accordance with individuals' rights;
- kept secure;
- not transferred to non-EEA (European Economic Areas) without adequate protection.

The Data Protection Act only stipulates that records should be kept no longer than is necessary for the purposes for which the records are being processed and no actual timescales are imposed. It is a matter for individual judgement, taking account of the nature and purpose of the records.

If the information enables a person to be identified, then a **Schedule 2** condition should be met. These are:

- subject has given consent to share information;
- sharing information is necessary to protect the person's vital interests; or
- to comply with a Court Order; or
- to fulfil a legal duty; or
- to perform a statutory function; or
- to perform a public function in the public interest; or
- sharing is necessary for the legitimate interests of the data controller, or of the third party or parties to whom the data is disclosed, unless the rights or interests of the data subject preclude sharing.

When information is sensitive then a **schedule 3** condition must be met. These are:

- individual has given explicit consent to share information
- sharing information is necessary to establish, exercise or defend legal rights; or
- is necessary for the purpose of, or in connection with any legal proceedings; or
- to protect someone's vital interests and the person to whom the information relates cannot consent, is unreasonably withholding consent, or consent cannot reasonably be obtained; or
- to perform a statutory function; or
- it is in the substantial public interest and necessary to prevent or detect a crime and consent would prejudice that purpose; or

- processing is necessary for medical purposes and is undertaken by a health professional.

Attachment G Payment Schedule

See separate document

Attachment I Exit Provisions [note to providers: this is an example and will be amended dependent on the contract awarded]

At the end of the initial Term:

I.1 Nine months before the end of the initial Term (i.e. [insert period]), the Purchaser will notify the Provider of its future requirements for the Service. The following options may apply.

Option 1: Take up the option to extend the Contract for a period of 12 months	Subject to the parties agreeing a price for the extension, the Contract may be extended in accordance with the conditions of the Contract.
Option 2 Enter into a new block contract	The Council would undertake a tender in accordance with EU Procurement rules and the Council's Contract Standing Orders. In the event that the Provider was successful, the aim would be for the new contract to run consecutively to the initial Contract
Option 3 Enter into a spot contract with the Provider for any on going service provision.	Subject to the parties agreeing a price, the parties may enter into a spot contract, with the aim that this will run consecutively to the end of the Block contract

End of the First Extension (if relevant)

I.2 Nine months before the end of the first extension period, the Purchaser will notify the Provider of its future requirements for the Service. Options 1 to 3 may apply.

End of the Second Extension (if relevant)

I.3 At least six months before the end of the second, and final extension, the Purchaser will decide on the future of the Service after the Contract ends. Options two or three may apply.

Termination of the Contract

I.4 For the final three months of the Term the Purchaser shall be under no obligation to fill or pay for any Voids and the Provider will be under no obligation to accept any placements.

Early Termination

I.5 In the event that either party terminates the Contract early in accordance with the conditions of the Contract:

I.5.1 During the Notice period the Purchaser shall be under no obligation to fill or pay the Provider for any Voids and the Provider shall be free to fill beds as they become vacant.

ANNEX A CORE ELEMENTS OF INDIVIDUAL CARE

All Individual care homes will be expected to deliver core elements of care (see table below) within the Individual and nursing care (and nursing care, where relevant) service standard rate. An Individuals Care Plan will identify specific elements of care which may include some or all of these core elements.

Activity	Type of support	
	Individual	Nursing (where appropriate)
Personal care <ul style="list-style-type: none"> • Washing • Dressing and undressing • Bathing • Hair care • Nail care • Foot care (not chiropody) • Mouth care • Denture care • Shaving • Support with make-up, perfume, aftershave, deodorant etc. • Application of non-prescribed creams and ointments 	With the support of one or two members of staff or staff carrying our personal care needs	With Support or staff member or staff carrying out all personal care needs conducting
Mobility Support to get up and go to bed <ul style="list-style-type: none"> • Support to transfer in and out of bed • Toileting • In and out of wheelchair • In and out of arm chair etc. 	One to one support or two to one <ul style="list-style-type: none"> • Hoisting • Specialist equipment such as seating and Stand aids • Rotunda (including any manual handling and falls risk assessment required) 	
Skin integrity	Responsible for risk assessment, prevention and management of pressure areas and pressure wounds. When required, the Provider will make referrals to the tissue viability service using their referral process and criteria. Where a grade 3 or 4 pressure wound occurs, the Provider must complete a root cause analysis (RCA) and notifying appropriate authorities.	
Turning regime	With the support of one or two members of staff Turning regime as per the Care Plan	
Night checks	Regular night checks as per the Care Plan	

Weighing	Regular weighing as identified in the Care Plan. Appropriate referral where gain or loss is evidenced.	
Mental Capacity	Capacity assessments and best interest decisions carried out in accordance with legislation. Giving choice and control to the Individual when they can make decisions for themselves in line with MCA	
Medication	<p>Trained and competent staff aid in prompting or assisting with taking medication:</p> <ul style="list-style-type: none"> • Assisting Individuals handling of medication, ear or eye drops • Assisting Individuals with basic dressings • Insulin injections for diabetics • Warfarin • Monitoring prescriptions, overseeing collection of medicines. 	<p>Requires the administration of medication by an appropriately qualified staff member.</p> <p>Monitoring prescriptions, overseeing collection of medicines.</p>
Continence care	<p>Managing all incontinence and constipation needs.</p> <p>Fitting and changing incontinence pads, catheters and Stoma</p> <p>Safe disposal of waste in accordance with Legislation</p>	
Dietary needs	<p>Meet dietary needs and specialist dietary requirements e.g. diabetes, celiac, swallowing difficulties, smooth/thickened fluids, and allergies</p> <p>Provide choices for each meal</p> <p>Provide dietary choices e.g. religious, cultural, vegetarian</p>	
Nutritional/fluid intake	Appropriate recording where a risk is identified	
Support with meals	<p>Support to eat and drink as required</p> <p>Peg feeding</p>	
Communication	All appropriate support and aids available to enable Individuals to communicate in the most effective way for them. Giving choice and control to Individuals when they can make decisions for themselves. Enabling Individuals to communicate with relatives/friends.	
Preparation for attendance at appointments	Support and where appropriate accompany to attend medical appointments/bank/solicitors etc.	
Purposeful day	<p>Support Individual interests, hobbies, cultural and religious preferences.</p> <p>Activities available daily with support of staff</p> <p>Activities Coordinator to engage with Individuals</p> <p>Support to engage in day to day activities to maintain independence such as setting tables and making own drinks/snacks.</p>	
Links to family where appropriate and safe	Ensure that family/friends have access to Individuals whenever they desire. Support the Individual to see family and maintain family relationships. Involving family if consent is given in the Care Plans. Informing family of any significant changes.	
Links to the local community	<p>Support or accompany:</p> <ul style="list-style-type: none"> • to access to local amenities • on trips out 	

	<ul style="list-style-type: none"> • to see friends • to engage in religious activities where appropriate • to engage in education and learning • to engage in voluntary work, or paid employment 	
Behaviour	Appropriate behaviour charts in place to reduce risk to Individuals and others. Analysis of behavioural chart to understand behaviours and pre-empt where possible. Referral to appropriate agencies for further support where required.	
Dementia	Individuals psychological and emotional needs should be assessed and onward referral made where appropriate. Ensure that staff have appropriate skills and competencies to support Individuals with cognitive impairment and that the care environment is appropriate to meet their needs.	Individuals psychological and emotional needs should be assessed and onward referral made where appropriate. Ensure that staff have appropriate skills and competencies to support Individuals with cognitive impairment and that the care environment is appropriate to meet their needs.
Rehabilitation	where appropriate assisting the Individual to develop skills that can help them re-establish independence	
End of life	The Provider will follow a pathway approach to end of life care, using a formal and recognised end of life care pathway. This will include use of a palliative and supportive care register and District Nurses where appropriate.	Effective palliative care and symptom management at the end of life, including administration of medication via a syringe driver where appropriate.

ANNEX B – EQUIPMENT MATRIX

Equipment Responsibility Matrix For Services

Abbreviations:

BCES	Berkshire Community Equipment Service (following assessment)
NHS	Health equipment not normally provided by BCES
CHC	NHS Continuing Health Care
GP	General Practitioner via prescription

Note: This is not an exhaustive list and should be used as a guide.

Type of Equipment	Arrangements & responsibilities for provision and maintenance		Comments
	Nursing Care Services (where appropriate)	Individual Care Services	
For administration of medicine			
For administration medicine e.g. measures, medication, Syringe drivers	Provider	Provider	Medicine via prescription/chemist packs. For Individual care some equipment may be provided by NHS
Bathing Equipment (including bariatric)			
Range of bath seats	Provider	Provider	
Range of bath boards	Provider	Provider	
Powered bath lift	Provider	Provider	
Range of shower chairs	Provider	Provider	
Range of shower stools	Provider	Provider	
Bespoke Shower Chairs	Provider	BCES	May be provided following assessment by clinical practitioner for an individual named Individual.

Beds (including bariatric)			
Standard powered variable height, profiling beds, may include integral cot sides and levers	Provider	Provider/BCES	Responsibility of Provider in terms of moving and handling legislation for care staff.
			Provision for Individual Providers following an assessment by an approved practitioner for health needs. For example:
			- Where the Individual has a severe chest infection and needs the profiling function to sit upright and other solutions i.e. back rest, bed wedge, pillow lift have been tried unsuccessfully.
			- Where the profiling function is essential to assist in the management of pressure care
			- As part of a prescribed rehabilitation programme where the profiling and variable height functions will enable Individuals to transfer independently and prevent the use of a hoist.
			- May be CHC funded in some cases
Variable height, profiling bariatric bed	Provider	Provider/BCES	- In exceptional circumstances, beds may be loaned on a temporary basis (6 weeks) following assessment by a health professional to facilitate hospital discharge or for an identified need e.g. period of illness/terminal care, however if all Providers are fully equipped with profiling beds it is difficult to foresee a scenario where such a temporary loan would be required.
			The statement above applies in full and where the Individuals weight is above the maximum weight limit of a standard variable height profiling bed, then the provision of a bariatric bed may be considered following a full documented risk assessment. May be CHC funded in some cases.
Bespoke beds for people (CHC funded) with complex treatment and care needs	CHC	CHC	Through NHS Continuing Care panel only and if the person is eligible for NHS Continuing Health Care funding (eligibility must be established independently of the equipment). Advice and guidance on specialist beds will be provided but it will be the responsibility of the Provider to obtain the equipment. In exceptional circumstances, beds may be loaned on a temporary basis (6 weeks) following assessment by a health professional for an identified need e.g. hospital discharge, period of illness, terminal care

Bed Accessories			
Bed blocks and raisers	Provider	Provider	
Range of back rests	Provider	Provider	
Bed Lever	Provider	Provider	
Blanket Cradle	Provider	Provider	
Powered Mattress Variator	Provider	Provider/BCES	May be provided according to identified need following assessment by a Health professional
Over bed trolley / table	Provider	Provider	
Bed Rails: Divan bed rails (and bumpers) Profiling variable height bed rails (and bumpers)	Provider	Provider/BCES	Only provided by BCES and subject to full documented risk assessment as these are high risk items. Bumpers can only be provided following a documented risk assessment. Bumpers to be used on powered profiling beds provided by BCES only
Chair Raising Equipment			
Range of standard chairs	Provider	Provider	
Chair blocks and raisers	Provider	Provider	
Dressing Equipment			
Stocking aid	Provider	Provider	Individual may be required to purchase these privately
Tights aid	Provider	Provider	
Long-handled shoe horn	Provider	Provider	
Help with Feeding			
PEG feeding equipment and consumables	NHS	NHS	Provision through acute hospitals
For intravenous feeding and transfusion	NHS	NHS	
Equipment e.g. plate accessories	Provider	Provider	
Range of feeding equipment	Provider	Provider	
Environmental Support			
Helping hand	Provider	Provider	
Trolley	Provider	Provider	
Perching stool	Provider	Provider	
Mobility Equipment			


Walking stick	Provider	NHS/BCES	All these items may be available through BCES or other Health provision
Fisher walking stick	NHS/BCES	NHS/BCES	
Walking frames with/without wheels	NHS/BCES	NHS/BCES	
Gutter walking frame	NHS/BCES	NHS/BCES	
Elbow crutches	NHS/BCES	NHS/BCES	
Gutter crutches	NHS/BCES	NHS/BCES	
3 or 4-wheeled walkers	NHS/BCES	NHS/BCES	
Standing frame	NHS/BCES	NHS/BCES	
Heavy-duty mobility equipment	NHS/BCES	NHS/BCES	
Ramps	Provider	Provider	
Assorted grab rails	Provider	Provider	
Wheelchairs			
Push wheelchairs, standard transit chairs and basic wheelchair cushions	Provider	Provider	For common use, variety of sizes will be needed.
Wheelchairs and accessories provided by wheelchair services for permanent and substantial usage after trauma or short-term palliative care	NHS	NHS	For a named individual to use and following an assessment by a qualified therapist only. The wheelchair user must use for independent mobility; it is not as an alternative to seating provision.
Nursing Equipment			
Venepuncture	GP	GP	On prescription through GP
Vacutaine bottles for blood tests	GP	GP	On prescription through GP
Syringes and needles	Provider	NHS	
Catheterisation			
For management of catheterisation e.g. bag, stand, packs	Provider	NHS	
Prescription for catheters and bags	GP	GP	

Dressings			
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For procedures related to aseptic and clean dressings	GP	NHS	GP/nursing prescription
Nursing Procedures			
Routine nursing procedures e.g. testing urine, BP, BM (glucometer)	Provider	NHS	District Nurses and Specialist Nurses. BM stix available for some diabetic patients (eg if on insulin) on prescription. Otherwise would be purchased by Provider
Moving and Handling Equipment			
Mobile Standard Hoist	Provider	Provider	
Ceiling Track Hoists	Provider	Provider	
Bariatric Hoists	Provider	Provider/BCES	Provision will be following a risk assessment by a clinical practitioner (could be funded by CHC in some cases). Stock not routinely held at BCES Subject to special orders process and authorisation. Will only be considered by BCES where Individuals weight is above the maximum weight limit of a standard hoist.
Standard slings	Provider	Provider	
Bespoke slings	Provider/CHC	Provider/CHC	Provision will be following an assessment by a clinical practitioner (could be CHC funded in some cases, if the Individual is already identified as eligible and assessed for a bespoke sling). Stock not routinely held at BCES Subject to special orders process and authorisation.
Standing Frame / Standing Hoist	Provider	Provider/BCES	For common/general use - equipment is to be provided by the Provider. For a named individual these may be provided where a standing frame / standing hoist is assessed to be essential as part of a short term prescribed rehabilitation programme and the Individual is expected to progress to the use of a non mechanical stand aid or independent transfers.
Standing Aid (Non mechanical)	Provider	Provider	Turntable, turning discs, swivel cushions. For example Rota Stand, Arjo Stedy, Cricket
Transfer Boards	Provider	Provider	
Handling Belts	Provider	Provider	
Slide sheets/one way glide sheets	Provider	Provider	

Pressure Care			
Appropriate pressure care treatment and equipment such as wet and dry dressing	Provider/NHS	Provider/NHS	Provision to Individual Providers following a specialist risk assessment for tissue viability medium to high risk needs only
High specification foam overlays/mattresses and cushions for low to medium risk	Provider	Provider	
Visco elastic / memory foam mattresses/air mattress/cushions – for medium to high risk	Provider	Provider/BCES	Provision to Individual Providers following a specialist risk assessment for tissue viability medium to high risk needs only
Alternating Dynamic (and pump) overlays/ mattresses/ cushions – for medium to high risk	Provider	Provider/BCES	Provision to Individual Providers following a specialist risk assessment for tissue viability medium to high risk needs only. May be loaned to Providers (Individual) in exceptional cases according to specific criteria on a temporary basis (6 weeks) as part of wound management, following assessment by Health professional
Respiration			
For maintenance of respiration e.g. suction units	Provider	NHS/BCES	These units may be available for Individuals in Individual care through BCES or other Health provision
Oxygen cylinders/concentrators	GP	GP	Specialist nurses usually assess and order
Oxygen administration consumables	GP	GP	
Simple nebulisers	Provider	GP	
Resuscitation equipment (e.g. mouth to mouth)	Provider	Provider	E.g. ambu masks and bags
Pulse oximeters	Provider	NHS	
Non-standard complex. Nebuliser and humidifiers (e.g. for ENT, CPAP BIPAP)	NHS	NHS	Specialist secondary care services

Seating			
Standard chairs including winged/riser/recliner, tilt-in-space, adjustable height orthopaedic. All chairs to have built in pressure relief.	Provider	Provider	Provider to supply a variety of heights, size, shape and style chair to meet patients' needs and to be "fit for purpose".
Postural support - bespoke	Provider/BCES/CHC	Provider/BCES/CHC	These items may be available through BCES or if eligible for CHC funding and clinically prescribed for such equipment. Adults with complex seating needs requiring Health or social care assessment, and the chair needs to be specifically tailored to meet one individuals requirements. Health or Social Care would provide advice but it would be the Provider's responsibility to purchase the equipment.
Sensory			
Range of sensory impairment equipment	Provider	Provider	Providers are expected to provide a range of standard equipment such as visual/vibrating fire alarms, door entry systems, hearing loops including but not limited to televisions, writing frames, signature guides, talking clocks or personal listeners. Other specialist equipment may be available to loan through referral and assessment.
Telecare			
Range of Telecare items	Provider	Provider	Providers are expected to provide calls systems, passive infrared detectors and monitors. Other telecare items may be available through referrals to Telecare Services.
Telehealth			
Range of Telehealth items	NHS	NHS	e.g. vital signs monitoring - available through Telehealth provision
Toileting			
Bed-pans and urine bottles	Provider	Provider	
Range of commodes	Provider	Provider	
Raised toilet seats	Provider	Provider	
Toilet frames	Provider	Provider	
Continence pads/ Special sheets	NHS/Provider	NHS/Provider	Full assessment to be completed - must meet eligibility criteria for continence service

BRACKNELL FOREST COUNCIL ADULT SOCIAL CARE, HEALTH AND HOUSING DEPARTMENT BLOCK CONTRACT FORM OF AGREEMENT FOR NURSING CARE SERVICES		
SERVICE PROVIDER'S DETAILS:		
Name of Service Provider: <i>(Registered Name)</i>		
Address of Service Provider:		
Postcode:		
Telephone Number/s:		
Fax Number/s:		
E-mail Address:		
HOME DETAILS:		
Name of Home:		
Address of Home: <i>(if different from above)</i>		
Postcode:		
AGREEMENT:		
I confirm that I have received a copy of the Bracknell Forest Council's Block Contract and Specification for Nursing Care Services (November 2017) and that I agree to the terms and conditions contained therein.		
AUTHORISED SIGNATURE:		
Signed on behalf of the:	Service Provider	Council
Name:		Gill Vickers
Signature:		
Position:		Director of ASCH&H
Date:		
Further Information <i>If you require further information about this Agreement, you should contact, in the first instance:</i> Contracts Manager, Bracknell Forest Council, Adult Social Care Health and Housing Department, Time Square, Market Street, Bracknell RG12 1JD Tel: 01344 351446 Fax: 01344 353198 E-mail: contracts.team@bracknell-forest.gov.uk		