

# Service Specification for Nursing & Residential Care Services

## 1.0 Introduction

This Specification forms part of the Contract between the London Borough of Havering (“the Council”) and the Provider as the responsible organisation for the Provision of Nursing & Residential Care Services.

The Council is responsible for the needs assessment, care management and review of adults with eligible social care needs, including the provision and commissioning of services; and the planning and development of services and partnerships.

This Specification describes the Service to be delivered by the Provider on behalf of, and in partnership with, the Council. All definitions and terms contained in the Conditions of Contract shall, unless expressly stated otherwise, apply to this Specification as if they were repeated within this Specification.

The Provider shall at all times during the Contract Period provide the Service in accordance with this Specification and the Conditions of Contract in a continually effective, efficient and safe manner, to the satisfaction of the Authorised Officer.

Although this Specification describes how and when the Service should be undertaken, the Provider shall have the expertise to perform the Service logically if some areas have not been described in detail.

Nothing contained in this Specification absolves the Provider from complying with any legislative standards, practices or such like applicable to the performance of the Service. In performing the Service, the Provider shall be required, as a minimum, to comply with all applicable legislation irrespective of whether such requirements are expressly referred to in this Specification or the Conditions of Contract.

The Provider shall provide a Service that is accessible to all and positively supports the diverse and varied needs of those eligible Customers resident in the borough that access, or wish to access, the Service.

The Provider shall be committed to equal access when delivering the Service; and to removing barriers in accessing the Service that may be related to the age, disability, ethnicity, gender, religion / belief and sexual orientation of the Customer or their family.

## 2.0 Registration/Licence

Providers must be registered with the Care Quality Commission (CQC) and aspire to and or maintain Good or Outstanding ratings throughout the Contract period.

Providers must be compliant with;

- [Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2010](#)
- [Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2014: Regulation 19](#)
- [Care Quality Commission \(Registration\) Regulations 2009](#)
- [Care Quality Commissions Fundamental Standards of Care](#)
- [Housing with Care CQC Guidance 2015](#)
- [Essential Standards of Quality and Safety guidance](#)
- Care Quality Commissions [building the right support](#) and accompanying [service model](#) for people with a learning disability and/or autism
- and any appropriate legislation, guidelines or best practice that may be developed during the contract period.

Human rights and people's needs and preferences are at the heart of CQC registration decisions and inspection judgements. When developing and delivering care, providers must show us that they comply with regulations, apply national policy and nationally recognised, evidence-based guidance and must demonstrate that their services meet the needs of autistic people and people with a learning disability.

Providers will notify the Authorised Officer of the outcome of any CQC review of compliance, or any action being taken by CQC in relation to the quality standards of the Provider.

## 3.0 What is Nursing & Residential Care?

### 3.1 Nursing Care

A nursing home or care facility, provides residential care for individuals who require continuous nursing care and assistance with daily activities. These homes are staffed by licensed nurses and other medical professionals who offer medical treatment, personal care, and emotional support to residents. Nursing care homes cater primarily to older adults, although they may also serve younger individuals with severe disabilities or chronic illnesses.

Nursing care refers to the care provided by trained nurses to individuals who require medical attention and assistance with daily activities due to illness, injury, or disability. This type of care is designed to support individuals by managing their health conditions, promoting recovery, and enhancing their quality of life. Nursing care can be provided in various settings, including hospitals, nursing homes, and private residences.

Nursing care can be broadly classified into two main types: general nursing care and specialized nursing care. Each type caters to different needs and provides tailored services to ensure the well-being and health of the patients.

#### 3.1.1 Nursing Care for Older Persons

Older persons nursing care, often provided in nursing homes, focuses on the health and well-being of elderly individuals. This type of care includes:

- Assistance with activities of daily living (ADLs) such as bathing, dressing, and feeding
- Monitoring and managing chronic conditions common among the elderly, such as arthritis, diabetes, and hypertension
- Providing medications and treatments as prescribed by a physician
- Offering emotional support and companionship to enhance mental and emotional well-being

#### 3.1.2 Specialist Nursing Care

Specialist nursing care is tailored for individuals with specific health conditions or needs that require advanced medical expertise. This type of care includes services for those with chronic illnesses, post-surgical needs, or complex medical conditions. Services offered in specialist nursing care may include:

- Intensive care and management of complex medical conditions
- Palliative and end-of-life care
- Rehabilitation and physical therapy
- Pain management and symptom control
- Specialized wound care and infection control

### 3.2 Residential Care

Residential care refers to long-term care given to adults or children who stay in a residential setting rather than in their own home or family home. This type of care is designed to support individuals who require continuous assistance with daily living activities due to aging, disability, or significant health issues. Residential care facilities provide a safe, structured environment with 24-hour support from trained staff.

Residential care can be broadly classified into two main types: residential care for older persons and specialist residential care. Each type caters to different needs and demographics, providing tailored services to ensure the well-being and quality of life of the residents.

#### 3.2.1 Residential Care for Older Persons

Residential care for older persons, often referred to as elderly care or senior living, is designed to assist seniors who may struggle with daily activities such as bathing, dressing, and eating. These facilities offer a range of services that may include:

- Personal care and hygiene assistance
- Medication management
- Nutritious meals and dietary support
- Social and recreational activities
- Housekeeping and laundry services
- 24-hour supervision and emergency response

### 3.2.2 Specialist Residential Care

Specialist residential care is tailored for individuals with specific health conditions or disabilities that require specialized support and care. This type of residential care includes facilities for those with mental health issues, learning disabilities, physical disabilities, or chronic illnesses. Services offered in specialist residential care may include:

- Personalized care plans addressing specific needs
- Therapeutic and rehabilitation services
- Specialized medical care and treatments
- Behavioural support and counselling
- Adaptive equipment and assistive technology
- Skill-building and vocational training

## 4.0 Purpose of Service

To deliver high quality, person centred support to older people and those with specialist needs, for whom it is no longer possible to live in their own homes, to achieve a good quality of life and death.

The provider should offer older people and those with specialist needs the opportunity to enhance the quality of life by providing person centred care and support that is safe, manageable and comfortable within a stimulating home environment.

## 5.0 Service Objectives

The main objective of the service is to provide the best care and support to individuals. This will be achieved by:

- Creating and delivering a personalised care and service plan with the service user's involvement that helps them achieve their outcomes.
- Ensuring service users receive continuity in the care they receive and who supports them.
- Reviewing at early phases in the service user support journey more frequently than currently occurs. Providers will regularly review and amend care and support to reflect changes in a service user's abilities, with an aim to reduce care and support wherever possible and not build dependency.
- Where appropriate, the Provider to involve families, friends and carers in the assessment of the person they look after, the service planning process and recognising their roles in the final service plan.
- Ensuring staff are trained and supported to deliver this service.
- Working collaboratively with Health and other community services to ensure a coordinated service.

## 6.0 Outcomes

The main determinant of the success of the service is the meeting of individual outcomes specified in the service plan.

We expect individuals to achieve outcomes in the following areas which have been developed in partnership with Providers and the Council.

Areas of quality of life	Wellbeing statements
Accommodation cleanliness and comfort	I feel my environment, including all the rooms is clean and comfortable
Control over daily life	I choose what to do and when to do it, having control over my daily life and activities
Dignity	I am treated with dignity and respect by those who care for me. I am listened to and can voice my personal preferences
Meals and nutrition	I feel I have a nutritional, varied and culturally appropriate diet with meals enjoying at regular and timely intervals
Occupation	I feel I am sufficiently occupied in a range of meaningful activities whether it be personal or leisure activities
Personal cleanliness and comfort	I feel clean and comfortable and am groomed in a way that reflects my personal preferences
Safety	I feel safe and secure without fear of being harmed in my home environment
Social participation and involvement	I feel content with their social situation and am happy with the level of social contact with family, friends or the community

Feedback on the achievement of outcomes for individuals will be collected from service users through a variety of methods such as face to face meetings, reviews, telephone calls and surveys.

## 7.0 Support Offered

Individual commissioned support will be identified as part of an assessment/review of eligible needs under the Care Act 2014 in the following categories:

### Care Act 2014 Outcomes

Offering direct support and prompts where required with the following:

- Managing and maintaining Nutrition
- Maintaining personal hygiene
- Managing toilet needs
- Being appropriately clothed
- Being able to make use of the home safely
- Maintaining a habitable home environment
- Developing and maintaining family and other personal relationships
- Accessing and engaging in work, training, education and volunteering
- Making use of necessary facilities or services in the local community including public transport and recreational facilities or services

In addition, although not stated as outcomes under the Care Act 2014, there are health focussed needs which without sufficient support, could also be considered to have a significant impact on a person's wellbeing:

**Personal support** - Advice, encouragement and emotional and psychological support.

**Reabling** - Minimising the effect of deterioration by supporting people to regain skills and reduce need where possible.

**Care and Support planning** - Creative person-centered service planning that is outcome focused.

**Discharge from hospital** - Supporting people discharged from hospital, enabling their prompt discharge and effective person-centred service planning upon their return.

**Medication** - Support with both prompting and administering medication through appropriately trained staff. Accurate daily recording for audit.

**Use of assistive technology** - Supporting people to utilise products or services that maintains or improves the ability of individuals with disabilities or impairments. Providers will be expected to work proactively with new and developing technologies that will facilitate a better quality of life for the Service User.

**Additional 1:1** – 1 to 1 care involves a nurse or carer providing support specifically to one individual which is generally task driven. The type of care given is totally dependent on the person receiving it. It could range from simple activities, such as helping to cook meals and tidy up, to more “full-on” tasks, such as helping the individual with personal hygiene needs or supporting to access the community. Support could also be managing complex behaviours such as engaging with or reassuring the service user and supporting them emotionally.

**Respite** - Provides temporary relief for primary caregivers, enabling them to take a break from the demands of caring for an adult with disabilities, chronic illness, or other needs. This type of care can be provided in a residential or nursing care home, ensuring that the adult receives the necessary support and supervision in the caregiver's absence.

And any other reasonable requests for support from service users.

## 8.0 Service Scope

### 8.1 Description

The provider shall deliver the care and support service for all the people, living in nursing, residential or dual registered Care Homes.

The service will be available 24-hours a day, 365 days of the year (366 days in the event of a leap year). The Provider shall deliver the services to comply with CQC Fundamental Standards (2015).

The services provided in the Service Providers premises should include:

- minimum, a single room (unless the Resident wishes to share)
- toilet and bathing facilities; full board;
- heating, lighting, food, laundry, furnishing, fittings and equipment
- staff to assist with the provision of drinks: meals and medication;
- staffing on a 24-hour basis;
- safe, comfortable homely environment

The service provider will ensure:

- bedroom furniture, bedding and towels are supplied at no additional cost to the council or the resident;
- all bedrooms and communal areas are compliant with CQC Fundamental Standards;
- furniture or fittings appropriate for the Resident including those with physical disabilities.

The service provider will advise the Resident upon admission of items that are chargeable such as (but not limited to):

- newspapers
- appointments
- chiropody services
- eyesight tests
- amenity and lifestyle charges.
- Chargeable items should be itemised bill directly with the Resident.

Interventions, care and support undertaken with and for Residents are likely to include the following, however this list is not exhaustive nor needed in all cases:

- to promote self-care by Residents when this is difficult because of his/her frailty or disability
- to help the Resident retain his/her self-respect and dignity particularly when he/she is unable to maintain their own independence.
- Facilitate a programme of rehabilitation designed to assist Residents to re-establish lost skills and develop new skills. This may include enabling Residents to assist with certain tasks around the home.
- Encourage Residents to use/maintain their strengths, skills and other attributes.
- Facilitating staff to be able to spending time talking to, relating with and understanding the lives of Residents (personal profiles) is important if individual outcomes are to be identified and achieved.

## 8.2 Assessing Complexity

Complexity is to be addressed on an individual-by-individual basis and the criteria is divided into two categories, both of which must be evidenced for the complex rate to be considered:

- Features of the individual's circumstances and the needs they present
- Features expected of the provider who has been identified as competent to supporting them.

A standardised definition of complexity is needed to ensure transparency in decision making around agreement for this complex rate of funding. It should also be noted that:

- Any decision on an individual's complexity and the complexity of the service they require will be subject to review.
- The decision whether an individual is Complex or Non-Complex is the responsibility of the social worker or care coordinator.
- The decision is to be agreed with the budget holder who will accurately record the evidence to agree or decline a request for an enhanced complex rate.
- Decisions about the level of funding agreed will be recorded and shared.

## 8.3 Transport to access NHS secondary and tertiary care services.

The Provider will arrange transport for Residents attending secondary and tertiary care service appointments. The Provider should liaise with the appointment Provider regarding return transportation. For non-NHS related appointments, Residents and their families or representatives should be made aware of any charges that relate to transport. The extent of transport coverage for appointments and charges should be clearly defined within each care home's documentation and explained to relevant parties on admission.

## 8.4 Accompaniment to Hospital.

The Provider will ensure the Resident is accompanied appropriately to the level of risk and care need associated with the appointment. A risk assessment may be required. In the case of hospital admission, the resident will remain accompanied up until the point of handover to the hospital staff and the Provider will ensure that all appropriate information is given to the hospital. A handover window of 2 hours is not chargeable. Residents and their families or representatives should be made aware of any charges that relate to hospital admission over the 2 hour non chargeable window. This should be clearly defined within each care home's documentation and explained to relevant parties on admission.

## 8.5 Consent to care and treatment

The Provider should ensure:

- Before people are given any examination, care, treatment or support, their consent must be obtained.
- Any rapid condition changes may indicate the requirement of best interest meetings and decision making in respect of Mental Capacity Act guidelines. This may be pertinent, for example, where there is a decline in a Resident, Resident's capacity to make decisions, including instructions where care is provided as an End of Life (EoL) package.

Service users who have been assessed and are eligible for support may not have the capacity to consent. Providers should be able to demonstrate that they support individuals with communication needs to be involved with decisions about their care and their services. When Residents are unable to give their consent or when their mental capacity is being assessed, the Provider will ensure that the appropriate advocacy service is requested where there is no appropriate family or circle of support involved.

## 8.6 End of Life Care (EoL)

The National End of Life Care Strategy for England defines "a good death" as: being treated as an individual, with dignity and respect, being without pain / other symptoms and being in familiar surroundings.

Providers should engage with the NELFT End of Life Coordinator and ensure the below:

- Staff will be trained and supported in having the knowledge, skills and attitudes to provide effective, safe and compassionate care to Residents approaching, last year of life/end of life.
- Staff will work in partnership with health colleagues to identify Residents who may be entering their last year of life and are at end of life stage, to enable and implement advance care planning.
- Staff are appropriately trained and supported to have sensitive and timely conversations with Residents and their family to understand their choices and preferences and put them at the centre of advance care planning.
- Care will be delivered in a sensitive, person centred way, by trained staff. Taking account of circumstances, wishes and priorities of the resident, family and friends.
- Staff involved in the Resident's care should talk sensitively and honestly with them and their family.
- Staff will be able to recognize symptoms, take measures to address them, and know when to seek help.
- The needs of the Resident's family and others close to the Resident should be met as far as possible.
- Staff will know how to care for the deceased Resident and those who are bereaved.
- The Provider should arrange access to bereavement support for staff if required.

## 8.7 Continence Management

The Provider will ensure that appropriate professional advice about the management of incontinence and promotion of continence is sought and advice provided is acted upon. The Provider shall provide necessary individual continence care as assessed by Health professionals, to be detailed in Residents care plan. The provider shall ensure provision of continence aids is arranged and storage of such aid shall maintain the dignity of the Resident.

## 8.8 Technology in Nursing & Residential Care

Assistive technology (AT) is a growing industry wherever more products are being developed to help people, including those with a learning disability to live more independently whether they live in the community or a residential care setting. Technology is a growing part of all our lives, whether it be the way we use mobile devices, voice activated devices in our home or security systems. We are encouraging providers to embrace technology as a means of supporting people to stay connected to their families and communities, support with independence and play a part in promoting safety and managing risk where appropriate.

## 8.9 Data Security and Protection Toolkit

The Data Security and Protection Toolkit (DSPT) shall be completed by the Provider on an annual basis. The DSPT is an online self-assessment tool for demonstrating compliance and to measure performance of Providers against the data security and information governance requirements mandated by the Department of Health and Social Care (DHSC), notably the 10 data security standards set out by the National Data. The DSPT is not only related to technology and digital records but also about any information that care providers hold about any person – staff, Service User, funders, partners or visitors – including paper records.

The Provider shall realise the potential benefits of the DSPT as:

- NHS Mail - allows exchange of information securely and quickly.
- Enables Providers to keep Service User's confidential information safe
- Protects Providers business from the risk of being fined for a data breach and from the disruption of a cyberattack
- The DSPT will demonstrate compliance with legal and CQC requirements (How you manage data securely - Key Lines of Enquiry)
- Shared Care Record - This allows care Providers and the NHS to see each other's patient records transforming how care is delivered.

The Provider shall be required to sign up to DSPT within six (6) months of signing the Agreement and ensure the required standards are met. Support is available from North-East London Health and Care Partnership.

## 8.10 Hospital Admissions

The Provider is expected to be responsive to the needs of those coming out of hospital to facilitate smooth and timely discharge.

The Provider will work with the Hospital Assessment and Community Discharge Team to facilitate smooth and timely discharge and deliver interim care plans at short notice, often on the same day but within 24 hours as a maximum. The Provider shall carry out an assessment with support of the trusted assessors based at the hospital and complete an interim care plan in conjunction with the Hospital Assessment and Community Discharge Team.

If the Provider supported the service user prior to a hospital visit, then the same Provider shall aim to continue supporting that individual upon discharge wherever possible to ensure continuity of care. In rare circumstances where the Provider can no longer support or meet the needs of the individual, the Provider will notify the Council as soon as possible explaining the rationale for no longer being able to provide care for the individual.

Once the individual has been discharged and is settled, the Provider will develop the interim care plan with the service user into a full service plan. If there are problems with the placement the relevant social worker should be contacted immediately. Providers shall notify the Hospital Discharge team and the Council's Adult Placement team when there has been an inappropriate discharge and complete the Discharge Alert form.

Upon admission into hospital the Provider will inform:

- the individual's next of kin/a named representative as soon as possible
- the Council verbally via email within 24hours

The Provider will remain in contact with the hospital throughout the duration of the individual's admission.

## 8.11 Dementia

Given the high number of older people accessing care homes, those living with dementia are likely to be a daily feature of carers' work. Providers shall therefore ensure that carers are trained to work with people living with dementia

Recent research undertaken by Personal Social Services Research Unit has identified key features of an excellent service. These are:

- The importance of flexibility in the provision of services.
- Staff trained and aware of dementia and able to recognise the particular nuances of expression and unique features characteristic of dementia and able to respond appropriately.
- The value of using life stories and other memory aids.
- Being able to recognise when specialist care and support is required.
- The importance of consistency in care workers.

- Recognising when someone is developing dementia type behaviours and ensuring they are referred for assessment.

## 8.12 Personalisation

Central to the wellbeing principle is the ethos that the individual is best placed to make decisions about their care and support, and that a person-centred system takes account of the individual's views, wishes and beliefs. Engagement with the individual and their participation in the assessment and planning processes is key. Equally important is the service user's dialogue with the Provider about how their care and support is delivered to meet their chosen outcomes. The Provider will need to be flexible and adaptable in how it tailors its service to meet individual needs and to support people to live the life they want.

## 8.13 Advocacy

"Advocacy is taking action to help people say what they want, secure their rights, represent their interests and obtain services they need." – Support Empower Advocate Promote (SEAP), Advocacy code of practice. The Provider will take a positive and co-operative approach and support individuals to access independent advocacy where required. At the service planning stage, it is particularly important that if the service user does not have an appropriate individual to assist them, and if the individual has 'substantial difficulty' in being involved and at the centre of the decision making process, that an advocate is found for the individual.

## 8.14 Medication

The Service Provider shall ensure medication is administered 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 Health and Care Excellence (NICE) guidance (including Managing Medicines in Care Homes) and other relevant National and Local guidance. [Medicines management | Topic | NICE](#)

Providers must protect individuals against the risks associated with unsafe use and management of medication by making appropriate arrangements for obtaining, recording, handling, using, safe keeping, dispensing, safe administration and disposal of medicines for the benefit of individuals.

Providers must ensure that staff handling medicines have the skills and competencies needed and there are clear procedures in place which are followed in practice and regularly monitored and reviewed. The written medication policy and procedure must include:

- When the care worker may assist a service user with medication or administer medication.
- The limitations of assistance with prescribed and non-prescribed medication and which healthcare tasks the care worker may not undertake without specialist training.
- Detailed procedures for safe handling of medication, including requesting repeat prescriptions; collecting prescriptions and dispensed medication; procedure for administration, including action should the person refuse the medication; records of medication procurement, administration and disposal (return); procedure for removal of unwanted medication; procedure to deal with a medication error.

Providers must ensure that they make a record of medication taken or any prompts to take medication given and must check with the individual or any other carer involved that medication is being taken in accordance with the prescribers' instructions (this is particularly relevant where the Provider's staff are 'taking over' from another caring individual or organisation where record keeping may not be reliable).

Providers must ensure that they have appropriate systems in place for reporting any errors to the appropriate regulatory authority and the Council's Safeguarding Adults Team and/or the Council's Authorised Officer (the Council's nominated lead for the contract).

## 8.15 Valuing Care Staff

LBH support the development of care workers in Havering and will regularly offering training opportunities to upskill the workforce through our provider portal Care Network such as:

- Flourish Learning <https://flourish.co.uk/community/>
- Skills for Care E-Learning
- Significant 7+
- End of Life Coordination
- Falls Coordination

The Provider must ensure that their staff are paid a minimum of the national minimum wage. This will include appropriate remuneration for any time spent travelling between appointments. Providers will be required to



regularly evidence how much front line care staff are paid for both delivering care and for travel between appointments.

We encourage providers to join the Havering Care Association <https://cpvnel.co.uk/>. They represent providers on the Borough Partnership, the safeguarding board and more recently members have been appointed to the Havering clinical and care leadership team, ensuring providers can influence how services develop in future for those who use their service. They are also part of Care Providers Voice North East London which focuses on recruitment, resources and representation for providers.

## 8.16 Recruitment and Training

It will be the responsibility of the Provider to recruit, through best practice recruitment process, and employ adequate numbers of staff with the appropriate skills, attitude and approach in order to provide the highest standards of care and support and obtain the best outcomes for service users.

There will be an expectation that Providers have organizational frameworks that support the continuous improvement and innovation of service provision, including use of digital technology to deliver services in line with national guidance and legislation in relation to these areas.

Care staff/support workers will be expected to attain the Level 2 Adult Social Care Certificate. This will set out the fundamental skills, knowledge and behaviours that are required to provide safe, effective and compassionate care and provides a framework under which they can be assessed.

The Provider must ensure that a training needs analysis to identify any need for refresher and update training is carried out at least annually during staff performance appraisal and is incorporated into a staff development and training programme. The free skills for care online data collection service the Adult Social Care Workforce Data Set (ASC-WDS) can be used to support providers in running their business and provide access to funding for staff training.

## 8.17 Suspension from Brokerage System

The Council may suspend the Provider from receiving referrals from the brokerage system for a period of time (the duration of which will be assessed by the Council acting reasonably) if any of the following events occur:

- the Provider has not satisfactorily complied with its safeguarding requirements (as set out in the Safeguarding section of the Service Specification);
- the Provider has not delivered the Services to the standard required by the Council;
- following a CQC inspection the Provider has an overall score of 'Requires Improvement' or 'Inadequate';
- the Provider has failed to meet the Council's Quality Criteria to a significant extent;
- the Provider has unreasonably terminated a service to an individual;
- the Provider has failed to respond to communications from the Council (not responding to requests for new packages within the agreed timescales, or at all, is an example);
- the Council reasonably believes that the Provider is encountering financial difficulties;
- the Provider is otherwise in significant breach of its obligations under the Service Contract.

If the Council suspends the Provider from the brokerage system, the Council will notify the Provider in writing immediately.

## 9.0 Obligations of the Council

From time to time, the Council may appoint one or more representatives to act as the Council's Representative, generally for specified purposes or periods. The Council's Representative shall be deemed able to act for and on behalf of Council in matters relating to this Agreement.

The Council will provide the Provider with a detailed assessment based on the Care Act Assessment which identifies the Service user's needs ("the Care Plan"). This will include any additional, specialist or specific information required to enable delivery of the Service to a high standard and quality in line with this Agreement.

The Council will endeavour to provide four weeks' notice (twenty-eight days) to the Provider of any amendment alteration, postponement or cancellation of the Service. Notwithstanding the provisions of this clause any specific notice provision to the contrary included in this Agreement will apply.

The Council shall be free to make reasonable enquiries, checks and visits to ensure that the Provider is able to provide the Service which is required.

The Council will respond to any appropriate issues raised by the Provider at or between Reviews, by ensuring issues are addressed and responded to within a five (5) day timescale.

The Council will make necessary arrangements, working as closely as possible with the Provider, to enable individuals to move on out of the service, in appropriate circumstances.

The Council will liaise with the Service users' relatives, as appropriate with respect to the care received by the Service user at the Provider's Provision.

For clarity, no obligation arises under the terms of this agreement on the Council to make payments to the Provider in any circumstances. A Provider's right to receive payments for Services is deemed to arise initially once a service user has been placed with the Provider and subsequently pursuant to the contract executed between the Service user and the parties.

## 10.0 Obligations of the Provider

The Provider is obliged to provide a Service to the Service user as set out in the Care Plan and contract for the whole of the Contract Period. The Provider is obliged to adhere to the terms and conditions set out in this Agreement.

## 11.0 Commencement of Service for Service users

The Council will contact the Provider in order to obtain a Service, if a Service user has been assessed by the Council as requiring that Service.

The Provider will not be obliged to accept any individual Service user referral. However, where the Provider accepts such a referral made under this Agreement and subject to availability of places, the Provider will be required to meet the care needs of the Service user and shall provide the Services to Service users whose assessed needs can be suitably met at the provision in accordance with section 8.0 of the Service Specification and the service users Care and Support Plan.

The Provider must not change the Service user's accommodation (as described in the Care Plan) without prior written consent of the Service user and a person of the Service user's choice (the "Service user's Representative") (if they have one).

The Provider will ensure that the accommodation meets and is maintained to the satisfaction of the CQC and meeting the Essential Standards of Quality and Safety Guidance.

## 12.0 Personal Care & Support

The Council shall provide the Provider with a detailed assessment of the Service users' personal care and support needs via the Care Plan.

The Provider shall ensure that Service users are involved in and receive care and support that respects their right to make or influence decisions about their care.

The Provider shall uphold and maintain the privacy, dignity and independence of Service users.

The Provider shall ensure that preference and individual choice are made available in the provision of personal care and clear work practice guidelines will be agreed with the Care Manager and observed by the Provider.

Situations relating to personal care and support and in particular intimate care as per clause 6.2 will be monitored at Reviews to ensure that arrangements are appropriate for each individual Service user, including ensuring they reflect cultural and ethnic requirements.

On all occasions personal care should be undertaken with dignity and respect to the Service user.

## 13.0 Record Keeping

Providers shall have clear procedures which are followed in practice and are monitored and reviewed to ensure that individuals' personal information is accurate, up to date and held securely and Providers shall have clear procedures in place which ensure that shared information is transferred securely.

A record of all care visits and tasks undertaken shall be held. These records should be made available for those receiving care to access should that be required. It is the provider's responsibility to collect and store these records securely.

The Provider shall maintain such records as required by the CQC and the Essential Standards of Quality and Safety Guidance in maintaining registered status and in addition will supply the Council with all reasonable requests for information regarding the delivery of the Service including financial or company information.

All records kept by the Provider relating to this Agreement and any Service user shall be held and processed in accordance with the Data Protection Act 2018.

It is expected that Providers will be moving from a paper based system to digital systems accessing the funds and help provided by the NHS digital schemes. As such there is a requirement for all Provider's to complete the Digital Toolkit DSP and have access to a secure NHS email.

## 14.0 Reviews

We want to review care and support plans at early phases in the individual's journey. Providers will regularly review and update support to reflect changes in an individual's abilities, using an evidenced person centred approach.

The Care Act guidance refers to the different routes to reviewing a care and support plan including:

- a planned review (the date for which was set with the individual during care and support or support planning, or through general monitoring);
- an unplanned review (which results from a change in needs or circumstance that the local authority becomes aware of, e.g. a fall or hospital admission), and;
- a requested review (where the person with the care and support or support plan, or their carer, family member, advocate or other interested party makes a request that a review is conducted. This may also be as the result of a change in needs or circumstances).

The first planned review shall be an initial review of the planning arrangements 6-8 weeks after sign-off of the personal budget and plan. This will be followed with a planned review, the date of which will be agreed with the individual.

We would like the Provider to involve an appropriate representative from the organisation who knows the service user well in the planned review to jointly discuss the achievement of outcomes and whether the service plan has achieved the goals and wishes of the individual. The Provider will need to balance how to facilitate this. The service user must be in agreement with care staff being involved in the review.

## 15.0 Termination of a Placement

Without prejudice to any other provision for termination in this Agreement, this agreement may be terminated by the Council in any one or more of the circumstances:

### 15.1 On the date agreed between the parties.

- 1 Where a Service user becomes absent for a continuous period from the provision provided by the Provider in the case of hospitalisation or twenty-one (21) days in the case of other absences and the outcome of the re-assessment carried out deems that the Placement can no longer meet the needs of the Service user, then the Council may terminate this Agreement. Additional 1:1 hours will cease immediately if an adult leaves the provision or is admitted into hospital.
- 2 Where there is a planned move of a Service user from the Provider, without a precise move out date readily available, the Council shall endeavour to give the Provider four weeks' notice (twenty-eight days) for long term Placements or two weeks' notice (fourteen days) for short term Placements. Notwithstanding the notice given, where the move out date exceeds or takes less than the length of time contained in the notice, the Provider undertakes and agrees that the Council shall only be liable for payments calculated up to and including the final date the Service user is in receipt of Services and is physically present within the Provider's Care Home.
- 3 By the Council giving the Provider two weeks' notice (fourteen days) to terminate a short term/temporary placement and/or a placement during a Trial Period for any reason whatsoever;

- 4 The Provider may give the Council seven days' notice in writing specifying the facts relied upon, where:
  - In the Provider's opinion, such opinion to be confirmed in writing by the Council's Care Manager, the Service user's behaviour is dangerous to themselves or others and no reasonable management plan can be devised to satisfactorily resolve the situation.
  - In the Provider's opinion, such opinion to be confirmed by the Council's Representative, the Service user's medical condition deteriorates to such an extent that their needs can no longer be met by the Provider.
  - The notice served shall specify which ground applies and the relevant details.
- 5 In circumstances where the Provider intends to close its provision or reconfigure services, a minimum of six (6) months' notice must be given to the Council.

## 15.2 Handing Back a Care Package

Once a care package has been accepted by a care provider the expectation is the care provider will continue providing care for that individual until it is no longer required.

If there are exceptional circumstances, where all other options have been explored to resolve the issue, and it remains not possible for the provider to continue providing care then we would expect the provider to work with the Council and hold the care package until an alternative arrangement is agreed. This could take up to four weeks (twenty-eight days).

## 15.3 Upon the death of a service user.

The termination date shall be taken to be the date five (5) full days after death of the Service user (to include the date of death) in relation to a long term placement of 28 days or more or one (1) full day after death of the Service user (to include the date of death) in relation to a short term placement of less than 28 days, and payment of the net placement fee by the Council shall continue until that date.

## 15.4 Overpayments due to Termination

Where any payments have been made in advance to the Provider, beyond the termination date, they shall be refunded to the Council: -

- Immediately if in the Council's reasonable opinion, alternative care is required because the Service user's needs can no longer be adequately met by the Provider.
- Immediately if in the Council's reasonable opinion, the Provider is failing to provide adequate care or support for the Service user as agreed in the Care Plan.
- Immediately if in the Council's reasonable opinion, the Provider has, either fully or partly, failed to meet any of the requirements of this Agreement.
- Immediately if in the Council's reasonable opinion, the Provider has failed to respond to an instruction to rectify service failure required in the quality or quantity of Service, such instructions having been made in writing.

## 16.0 Change of Ownership or Closure

In the event of a proposed change of ownership, the Provider will inform the Council immediately and, prior to entering into any formal agreement, provide assurances and evidence of the new Provider's ability to provide high quality residential/nursing care. This will be required, along with the Council's written consent before any transfer of existing service users to the new Provider takes place. There shall also be a full, informed and engaging consultation period with Service users and associated next of kin prior to any change.

In addition, the Provider shall ensure that part of its agreement with the new owners incorporates a term ensuring a Deed of Novation in a form satisfactory to Council is prepared at no expense to the Council and executed by the Council, the Provider and the new Provider. The Provider shall ensure that such Deed of Novation includes a covenant for the new Provider to take over all liabilities of the former Provider that are in existence as at the date of the transfer.

In the event of closure, the Provider must give a minimum of six (6) months' notice to the Council. Social work teams will need to have access to all service users and their records in order to complete a review of their needs in order to source a new placement. There shall also be a full, informed and engaging consultation period with service users and associated next of kin prior to the closure.

## 17.0 Quality Assurance

For all service provisions, quality and safety underpins all our intentions. Havering council is responsible for monitoring the standard of care and support services delivered, whether directly commissioned or not, to ensure services are safe and of a good quality.

The Havering Quality Outcomes Team works collaboratively with providers to acknowledge good practice and to ensure that services are safe, deliver high quality outcomes to service users and evidence compliance with regulatory and contract requirements. The provider will be expected to share information with Havering when requested.

The team work with a range of individuals and organisations including care practitioners in the community and a variety of teams and organisations within and outside the council. These include the Quality & Surveillance Group with health partners, Hospital Assessment Community Review Team (HACR), the Safeguarding Team within the Council, reporting where necessary to the borough Safeguarding Adult Board, Healthwatch Havering and the Care Quality Commission.

The CQC and the Council both set minimum standards for services across a range of areas. The Council believes that these are appropriate standards to be met by any organisation providing this Service. Consequently, adherence to any appropriate regulatory standards which are relevant to the Service provided is a requirement of this Agreement.

The Provider must regularly seek the views of Service users, persons acting on their behalf and persons employed, to enable the Provider to come to an informed view in relation to the standard of care provided to Service users. The Provider must have in place a system to continuously identify, analyse and review risks, adverse events, incidents, errors or near misses and to use this information to develop solutions and risk reduction actions.

## 18.0 Safeguarding

The Provider must ensure that service users are safeguarded from any form of abuse or exploitation. However, this does not mean preventing them from making their own choices and having control over their lives. The information and guidance provided to a service user must cover who to tell when there are concerns about abuse or neglect and what will happen when such concerns are raised through the safeguarding adults process.

Providers must act under Havering's Safeguarding Protocols and implement necessary steps within the service provision to ensure all Children and Adults are safeguarded from harm. Employees, local authorities, professional regulators and other bodies have a duty to refer to the Disclosure and Barring Service with information about individuals, children or vulnerable adults where they consider them to have caused harm or pose a risk of harm. The Borough's Safeguarding Procedures take precedence at all times, and Providers will be expected to report serious incidents through this route within the relevant time frames.

This service must be committed to safeguarding and promoting the welfare of children, young people and adults at risk and it is expected that all staff and volunteers share this commitment.

Staff and volunteers must be effectively trained in all aspects of safeguarding legislation and practice and follow the multi-agency policy and procedures to safeguard adults from abuse. The Provider shall prepare its own internal guidelines to protect adults from abuse which must be consistent with Havering's Safeguarding Protocols and the multi-agency policy and procedures.

In addition, the Provider should have clear policies and procedures for the following:

- Whistle blowing;
- complaints;
- reporting serious incidents;
- confidentiality;
- health and safety.

The Provider must ensure that individuals are safeguarded from abuse, neglect and harm and that staff take action to follow up any allegations and concerns in line with the multi-agency safeguarding procedure. Staff members should be made aware through induction and ongoing training of the importance of confidentiality and the security of information.

The Provider must include the safeguarding of adults and children in induction and training at a level appropriate to staff members' roles in the Safeguarding Adults process of alerting the correct agencies in the case of suspicion of abuse.

The Provider must ensure that staff know how to make accurate, factual records at the time of concern and to date and sign all written records/entries and ensure that all incidents of abuse, as required by Havering's Safeguarding Adults Local Protocol, are referred to the Havering Safeguarding Adults Team for investigation without delay.

The Provider is reminded of its legal obligation to refer relevant information to the Disclosure and Barring Service (DBS), where there is a concern relating to the harm or the risk of harm to children and vulnerable adults or where there is a concern about the behaviour or conduct of an individual. The Provider agrees to comply with this obligation in a timely manner and in accordance with the guidance issued by the DBS and as set out in the multi-agency safeguarding procedure where an employee of the Provider is accused of abuse or neglect.

## 19.0 Feedback

The Provider will assist in identifying service users to attend formal Service user Reference Groups as and when convened by the Council. The purpose of which will be to meet the service users and obtain feedback. The Provider will also establish groups of its own service users to assist with continuous improvement.

The Council will be collecting feedback independently directly from the individuals the Provider is supporting. This will be under the key outcome areas identified in the outcomes section of the specification.

The Provider will support a 'care staff group' by making employed carers available at forums where we can seek the views of frontline care staff.

The Provider will be required to attend and contribute to Provider forums co-produced with the Havering Care Association. Attendees and their role will be named by the Provider. It is expected that at least one named attendee will be at a senior level, where messages between Provider and the local authority can influence improvement and change where necessary.

## 20.0 Complaints

The Provider shall make available to people who use the service a copy of its complaints procedure at the commencement of the service. The complaints procedure should be available in the main community languages, easy read format and where appropriate, in alternative formats.

The Provider's complaints procedure must meet the requirements of the Council's complaints procedure. The Council will require the Provider to investigate and respond within the required timescale to any complaint received by the Council concerning the Provider. The Provider must ensure that their complaints procedure provides contact details of the Local Government Ombudsman.

The service user will have the right to make a complaint directly to the Council, independent of the Provider, and this shall be made clear to people who use the service. The Authorised Officer and/or the Council have the right to investigate a complaint at any stage.

The Provider shall maintain a written record of all complaints and outcomes in an agreed format with the Council. The Provider will indicate how any complaints and outcomes have been used to improve the service. These shall be made available upon request from the Authorised Officer for monitoring purposes.

The Local Government and Social Care Ombudsman website contains some useful information and guides for providers on responding to complaints.

The Authorised Officer shall be made aware of any serious complaint immediately, and the Authorised Officer will decide on the appropriate action to be taken.

## 21.0 Serious Incidents

There can be a number of reasons for declaring an incident 'serious' and it is not possible to provide an exhaustive list. Furthermore, each Provider shall already have in place an Incident Reporting Policy which will detail the nature of various levels of incident and the reporting procedures that should apply.

Some examples of incidents that would constitute a 'serious incident' are:

- Serious crime or violence by, or to, service user, staff, volunteers or members of the public directly involved with the service
- Serious threats by, or to, service user, staff, volunteers, or members of the public directly involved with the service
- Suicide or attempted suicide by a service user or any other person on the premises of a service user
- Death or serious injury of a service user or any other person on the premises of a service user
- Abuse (physical, verbal or financial), or exploitation of a service user by another person
- Serious neglect of a service user by any other person
- Emergency admission to hospital of a service user, subject to circumstances e.g. regular falls victim would be excluded as reporting would be through another route
- Any theft, burglary, or serious accident in the provider's property or service user's home.

It is essential that the Council receive immediate notification of any serious incident. If the service Provider is uncertain whether an incident is sufficiently serious in nature to warrant reporting, then the Provider should contact the Council for advice.

The service Provider is required to have a policy which details the process by which incidents will be described, recorded, investigated and reported. In addition, this policy will include the process by which outcomes will be reviewed, corrective actions identified and, where necessary, risk will be managed and avoidance procedures implemented.

This policy shall also identify specific timescales for the processes concerned, in relation to the nature of the incident and outcomes, and should provide the details of the responsible person(s) who will undertake these processes and ensure service user are protected.

The service Provider's Serious Incident Policy will be reviewed as part of any contract and performance monitoring process implemented under the service contract and compliance will be required in respect of the paragraph above.

## 22.0 Business Continuity

The service Provider will develop and maintain a service-based Business Continuity Plan that addresses key risks which might affect delivery of the service. These will include, but not be limited to, adverse extremes of weather and exacerbated staff absence due to outbreaks of disease or seasonal factors. The Business Continuity Plan will be regularly updated by the service Provider as new business continuity risks emerge and risk management is refined.

Havering's Establishment Concerns and Failure Procedure and Guidance has been developed as a means for responding to potential business failure and managing large scale investigations of service Providers. The Council will work in collaboration with Health, CQC or nominated lead agencies to address business failure. Providers have a responsibility to inform the Council of any risks to business failure.

## 23.0 Equalities & Diversity

The Council's obligations and core commitment to equality and diversity are highlighted in its Corporate Equality in Service Provision policy. The service Provider will adhere to this policy and ensure that it complies with the Public Sector Equality Duty, as set out in the Equality Act 2010. The service Provider will not treat any service user less favourably than others on grounds of their age, colour, race, nationality, ethnic origin, disability, gender identity, marriage or civil partnership, pregnancy or maternity, religion or belief, sex or sexual orientation.

The general population of Havering is diverse and changing rapidly in terms of faith, ethnicity, culture, language, gender and sexuality. This service is expected to develop a diverse workforce and promote sensitive and appropriate delivery. The service Provider will be expected to demonstrate a commitment to ensuring that their services meet the diverse needs of the local community.

The service must be inclusive and diverse in its make-up and will need to operate in different formats and methods of involvement and communication. The service must provide appropriate care to people's needs and shall not discriminate under any grounds.

As a minimum the Council expects the service Provider to ensure that:

- A written statement of equal opportunity policy covering anti-discriminatory practice, harassment and bullying and anti-social behaviour is in place, along with a documented plan for implementing it. The

effectiveness of the policy and plan is periodically reviewed and updated in line with any legislative or good practice changes and staff and residents are made aware of the policy;

- This statement must refer to the duty to provide accessible and inclusive services and not to treat residents and service users unfavourably on the grounds of one or more protected characteristics;
- Staff must be sensitive to the particular needs of residents with protected characteristics and will undertake relevant Equality and Diversity or Cultural and Disability awareness training to ensure this.

The service Provider will be required to demonstrate that it actively seeks to ensure fair access to the service and to regularly monitor and report on resident take up, satisfaction, complaints, referrals, acceptances and rejections broken down by relevant protected characteristics.

## 24.0 Modern Day Slavery

Modern Day Slavery (MDS) is an important issue and unfortunately can be found across many supply chains. Despite the Modern Slavery Act 2015, a recent study by the Centre of Social Justice (17) suggested there are still tens of thousands of individuals who continue to work in slave-type conditions.

The service Provider should actively raise awareness of Modern Day Slavery within their organisation and hold regular risk assessments.

The service Provider should be where appropriate compliant with S54 of the Modern Slavery Act 2015 and should be able to provide details on where their statement is available on their website, risk assessments and documentation of acts taken to prevent Modern Day Slavery.

More details on Modern Day Slavery can be found here: [Modern slavery | London Borough of Havering](#)

## 25.0 Charges and Payment

Payments will be made to the service Provider two weekly in arrears and two weekly in advance.

Providers will be required to submit invoices four weekly to the Council. Payment shall be made within 28 days of a valid undisputed invoice.

The service Provider will maintain an accurate record of accounts and will provide a detailed annual report of all income and expenditure relating to this service.

It is a contractual requirement that the service Provider operates on an 'open book' basis so that the Council has access to financial information in relation to the contract at all times.

The Charges shall be calculated on the basis of the rates and prices set out on the LBH Website and individual placement costs will be confirmed for all service users via the Provider Portal.

## 26.0 Service User Contribution

The Council has completed a Fairer Charging Financial Assessment of the Service user and determined that they are required to make a contribution to the cost of their Care Accommodation.

It is the Provider's responsibility to collect the Service user contribution directly from the Service user (or their appropriate financial representative). The contribution must be collected in arrears and any rounding should be made in favour of the service user.

If a service user contribution remains outstanding for more than 28 days, the Provider must immediately notify the Council.

If after the expiry of 3 months from the date that the Council was notified, the provider can demonstrate all reasonable steps have been taken to recover the service user contribution the Council will indemnify the provider and assume responsibility for the debt.

It is the intention of the parties that that the Provider will never have more than 3 month's exposure to unpaid service user contributions, subject to the Provider having taken the steps required.



## 27.0 Third Party Contribution

If a Service user requests it, the Council must arrange for care in accommodation more expensive than its Baseline Fee. A third party or, in certain circumstances, the Service user, must be willing and able to pay (to 'top up') the difference between the Baseline Fee and the Core Fee. In no other circumstances may a Service user or a third party be asked to contribute additional funds towards the Service.

Where a Third Party has offered to pay a 'top up' contribution, the Council must be advised, so that the Council can assure themselves that the third party has the resources to continue to make the required 'top-up' payments. The Council will write to the Third Party outlining their responsibilities in this respect.

This shall be applicable until such time as the Service user dies or is permanently accommodated elsewhere, or the contract is otherwise validly terminated.

In the event of the Third Party ceasing to make payment in accordance with the agreement, the Provider must make reasonable attempts to recover the debt. If the Council at its sole discretion is satisfied that these steps have been taken, then this agreement may be terminated by the provision of one weeks' notice to all parties.

## 28.0 Service User's Obligations

In the event of the Third Party ceasing to make payment in accordance with the agreement, the Provider must make reasonable attempts to recover the debt. If the Council at its sole discretion is satisfied that these steps have been taken, then this agreement may be terminated by the provision of one weeks' notice to all parties.

The Service user shall abide by the requirements of the Provider as set out in the Provider's own rules from time to time in force and communicated to the Service user and shall pay to the Provider such sums as are due in accordance with the assessment of contributions and immediately notify the Council of any material change in circumstances which may affect that assessment.

The Service User Contribution shall be determined by a full financial assessment of the service user's ability to contribute towards the costs of their care in accordance with The National Assistance Act (Assessment of Resources) 1992. The Service user shall pay their Fairer Charging Financially Assessed contribution direct to the Provider.

## 29.0 Split Funding

Where funding is to be split between Adult Social Care and Health, both parties must agree to the funding arrangement. This shall be applicable until such time as the Service user dies or is permanently accommodated elsewhere, or the contract is otherwise validly terminated.

In the event of any part of the funding split ceasing to be provided in accordance with the agreement, the Provider must make reasonable attempts to recover the debt. If the Council at its sole discretion is satisfied that these steps have been taken, then this agreement may be terminated by the provision of one weeks' notice to all parties.

## 30.0 Fee Review & Uplift

The Council will undertake a Fee Review and/or uplift every April. The Council will consult Providers in January of each year before making this decision and take into account a wide range of factors.

Any change towards the Weekly Fee in accordance with a Fee Review will be effective from the 1<sup>st</sup> April and until such time as the Council undertakes a further Fee Review.

Any changes in the needs of the Service user that may result in changes in agreed Fees, either short or long term, must be considered and agreed in writing through the Council's Representative.