LEAD MEMBER FOR ADULT SOCIAL CARE AND HEALTH

DECISIONS to be made by the Lead Member for Adult Social Care and Health, Councillor Carl Maynard

TUESDAY, 22 MARCH 2022 AT 11.15 AM (OR AT THE CONCLUSION OF THE GOVERNANCE COMMITTEE, WHICHEVER IS THE LATER)
COUNCIL CHAMBER, COUNTY HALL, LEWES

AGENDA

1. Decisions made by the Lead Member on 12 January 2022 *(Pages 3 - 4)*

2. Disclosure of interests

   Disclosure by all Members present of personal interests in matters on the agenda, the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct.

3. Urgent items

   Notification of any items which the Lead Member considers urgent and proposes to take at the appropriate part of the agenda.

4. Direct Payments Support Service Provision *(Pages 5 - 6)*
   Report by Director of Adult Social Care

5. Terms and Conditions for provision of Residential and Nursing Care for Older People *(Pages 7 - 62)*
   Report by Director of Adult Social Care

6. Recommissioning of Specialist Sexual Health Services *(Pages 63 - 64)*
   Report by Director of Public Health

7. Learning Disability Supported Living developments *(Pages 65 - 70)*
   Report by Director of Adult Social Care

8. Any urgent items previously notified under agenda item 3

PHILIP BAKER
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14 March 2022

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LEAD MEMBER FOR ADULT SOCIAL CARE AND HEALTH

DECISIONS made by the Lead Member for Adult Social Care and Health, Councillor Carl Maynard, on 12 January 2022 at Council Chamber, County Hall, Lewes

++ Please note the Lead Member attended the meeting remotely ++

Councillors John Ungar and Christine Robinson spoke on items 4 and 5 (see minute 38 and 39)

35. DECISIONS MADE BY THE LEAD MEMBER ON 8 DECEMBER 2021

35.1 The minutes of the meeting held on 8 December were agreed as a correct record.

36. DISCLOSURE OF INTERESTS

36.1 There were none.

37. URGENT ITEMS

37.1 There were none.

38. PAN-SUSSEX DOMESTIC ABUSE ACCOMMODATION AND SUPPORT STRATEGY

38.1 The Lead Member considered a report by the Director of Adult Social Care seeking approval of the final draft of the pan-Sussex Domestic Abuse Accommodation and Support Strategy and the proposed spend priorities.

38.2 The Lead Member RESOLVED to –

1) approve the final draft of the pan-Sussex Domestic Abuse Accommodation and Support Strategy.

2) approve proposed spend priorities identified in response to the Needs Assessment, Strategy and consultation.

3) delegate authority to the Director of Adult Social Care to make any minor modifications to the Strategy considered necessary after the meeting and to take any action necessary to implement the Strategy

Reason

38.3 The Domestic Abuse Act 2021 requires local authorities to undertake or arrange the completion of a needs assessment of the accommodation-based support needs of victims / survivors of domestic abuse in its area, and publish a strategy setting out how they will protect and assist survivors of domestic abuse in safe accommodation.

38.4 Over 70 stakeholders, professionals, service providers and survivors took park in engagement meetings to inform the needs assessment for accommodation based support.

38.5 Public respondents and the People Scrutiny Committee have endorsed the strategic priorities.

39. WORKFORCE RECRUITMENT AND RETENTION

39.1 The Lead Member considered a report by the Director of Adult Social Care seeking agreement for use of the Government's Workforce Recruitment and Retention Fund.

39.2 The Lead Member RESOLVED to –

1) agree that the Workforce Recruitment and Retention Fund is allocated to independent care providers as outlined in the report, and;

2) delegate authority to the Director of Adult Social Care to take all actions necessary to give effect to the recommendation

Reason

39.3 The Council has undertaken consultation with independent care providers about the potential uses of the Workforce Recruitment and Retention Fund. Information from other local authorities indicate that the Councils proposals are broadly in-line with what other Councils are proposing.

39.4 Discussion with the Chair of the Registered Care Association for East Sussex has indicated that the proposal to passport the funding to providers based on staff numbers would be met favourably by the sector.

Report to:	**Lead Member for Adult Social Care and Health**
Date of meeting:	**22 March 2022**
By:	**Director of Adult Social Care**
Title:	**Direct Payments Support Service (DPSS) Provision**
Purpose:	**To seek Lead Member approval for the Direct Payments Support Service contract extension**

RECOMMENDATIONS

The Lead for Adult Social Care and Health is recommended to:

1. **approve a 24-month extension to the current Direct Payments Support Service contract with People Plus;**
2. **note the commissioning of the Vibrance contract replacement; and**
3. **delegate to the Director of Adult Social Care authority to take all necessary actions to give effect to the implementation of the above contract amendments.**

1 Background

1.1 Direct Payments (DPs) enable any disabled adult or parent of a disabled child who is eligible for a Community Care Service or service provided under Section 17 of the Children Act 1989 to receive an agreed sum of money to purchase the support they need ("Personal Budget") instead of receiving a service directly from the relevant local authority. This also includes services that may be provided to carers under section 2 of the Carers and Disabled Children Act 2000. The Care Act (2014) explicitly encourages direct payments for people accessing care and support.

1.2 Nationally and locally, there is an increased emphasis on personalised care and self-directed support and the use of DPs are one of the key mechanisms for providing eligible individuals with choice and control over how their care and support is provided.

1.3 East Sussex County Council (ESCC) currently commissions Direct Payment Support Services (DPSS) from People Plus Ltd and Vibrance. Both contracts were commissioned through a competitive process in 2018 for a 4-year term (plus an allowable 24-month extension). The original annual contract values are set out below:

> **People Plus** at £624,655 pa *(this includes: £583,492.00 employment core support, employment managed account & payroll and £41,163 ESCC Supported Accommodation and Independent Living Solutions & agency only managed account).*
>
> **Vibrance** at £11,796 pa (*employment core support, employment managed account & payroll).*

The activity levels have been lower than the original contract value for each of the commissioned DPSSs and the forecast projection of the total spend on the People Plus contract for 2022/23 is not expected to reach that of the original contract value throughout the 24-month extension period.

2 Supporting Information

2.1 The current contract with Vibrance is due to end on 31st March 2022 and Vibrance have requested not to extend. ESCC is therefore recommissioning the work currently undertaken by Vibrance, to a value of £11,796 pa. Whilst this is not of a sufficient contract value to qualify as a Key Decision, it is included in the report to provide assurance that this activity will continue to be delivered by alternative providers and a short contract extension of up to 3 months will be arranged with Vibrance to enable a smooth transition.

2.3 People Plus support a minimum of 449 clients - 348 clients are supported with Employment Core Support (including Disclosure and Barring Service checks), Employment Managed Account Service and Payroll Services and 101 clients with Supported Accommodation (SAILS) and Agency Only Managed Account Services, this number may be greater where other clients manage their own account. There has been a trend in reducing referrals from ASC.

2.4 People Plus have indicated that they would be happy to extend their contract for up to 24 months on current terms and conditions and have expressed an interest in any developmental work as part of the extension and ESCC will work closely with People Plus as part of the extension.

2.7 There are other workstreams underway within ASC that could have significant influence over the future model of DPSS that will be required by ESCC and the population of East Sussex in the future. These include.

- The development of an Adult Social Care Strategy Scoping.
- Increased focus on personalisation when meeting Care Act eligible assessed needs.
- Maximising the use of technology and digital when assessing and meeting peoples needs.
- Reviewing of the Support with Confidence accreditation and the provision of Personal Assistants
- Streamlining the associated 'back office' functions and processes.

These workstreams will determine the future direction, scope and level of activity required from a future service.

3. Conclusion and reason for recommendations

3.1 DPSSs offer vital provision to support eligible individuals with their Direct Payments to meet their care and support needs. It is important that future DPSSs promote personalised care and self-directed support and this extension will enable the development of the future model.

MARK STAINTON
Director of Adult Social Care

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Report to:	**Lead Member for Adult Social Care and Health**
Date of meeting:	**22 March 2022**
By:	**Director of Adult Social Care**
Title:	**Revised Contractual Terms and Conditions for the provision of Residential and Nursing Care for Older People**
Purpose:	**To seek Lead Member approval to amend the contractual terms and conditions for residential and Nursing Home placements for older people, following engagement with Providers.**

The Lead Member for Adult Social Care and Health is recommended to:

1**. approve the contractual changes of the terms and conditions for the provision of residential and nursing care for older people;**

2. delegate authority to the Director of Adult Social Care to take all necessary actions to give effect to the implementation of the above.

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1. Background

1.1. The provision of residential and nursing care by independent sector providers is a key element of meeting vulnerable adults eligible care and support needs and fulfilling the council's statutory duties under the Care Act 2014. At any one time there are, on average, 2,200 people placed in residential or nursing care supported by funding from the County Council.

1.2. In financial terms, these placements make up a significant element of the council's annual revenue budget. The table below outlines the gross annual expenditure over the last two years and forecast expenditure for 2021/22, including placements procured on behalf of, but funded, by the local NHS.

	2019/20 £'000	**2020/21 £'000**	**2021/22 forecast £'000 (updated)**
Older People – Residential Care	37,550	36,709	36,954
Older People – Nursing Care	24,699	24,116	24,938
Sub-Total ESCC Funded	**62,249**	**60,825**	**61,892**
Older People – Discharge to Assess (NHS)	1,678	7,171[1]	6,654
Sub-Total Older People	**63,927**	**67,996**	**68,546**
Working Age – Residential Care	47,927	43,485	44,974
Working Age – Nursing Care	7,126	6,358	5,050
Sub-Total ESCC Funded	**55,053**	**49,843**	**50,023**

[1] This figure reflects the very high number of people discharged from hospitals into care homes during the first months of Covid

Working Age – Discharge to Assess (NHS)	88	377	350
Sub- Total Working Age	**55,141**	**50,220**	**50,373**
Total All Adults – ESCC Funded	117,302	110,668	111,915
Total All Adults – NHS Funded	1,766	7,548	7,005
Grand Total All Adults	**119,068**	**118,216**	**118,920**

1.3. The service specification and contract terms and conditions for the provision of residential and nursing care give clarity to providers as to the council's expectations in respect of a broad range of areas including quality, safety, personalisation and best practice. It is necessary to periodically refresh and update these conditions to reflect changes in regulatory requirements and legislation and new approaches to care and support.

1.4. In September 2021, Lead Member agreed to consultation with independent sector care providers in respect of amendments to the terms and conditions for Residential and Nursing Care.

1.5. Subsequently, the draft documents were discussed at the Independent Care Group meetings (ICG) in October and November 2021 with members of the Residential Care Association (RCA) and then shared with the RCA for their initial feedback. Taking account of this feedback, the documents were updated and reissued to the RCA and also to all other providers in December 2021, inviting feedback in respect of comments, concerns and suggestions.

1.6. The documents are now being finalised, taking account of this Provider feedback and preparations are underway to issue the new Terms and Conditions from April, following Lead Member agreement.

1.7. The Equalities Impact Assessment and Data Protection Impact Assessment have both been completed and agreed and are attached at Appendices 1 and 2 respectively.

2. Proposed Amendments

2.1. The following paragraphs summarise the key amendments to the current terms and conditions.

2.2. Following the Covid-19 pandemic additional sections on infection prevention and control have been developed with the support of colleagues in Public Health.

2.3. The Terms and Conditions have been amended to include new requirements and service models arising out of this year's Health and Care Bill as follows:

i. A separate specification for Home First Pathway 3 block purchased beds to support a "Discharge To Assess" model for people no longer requiring acute hospital care.
ii. A requirement to regularly provide data for the NHS Capacity Tracker to understand current capacity and risk in the system (both local authority and privately funded care) and any future data capture requirements.

2.4. Changes to the way third party payments (Top-Ups) are administered is required by the Local Government and Social Care Ombudsman (LGSCO). This will mean that in the case where a client chooses accommodation which costs above the council's agreed rates the top up amount, normally paid by a third party, will be paid to the council rather than the provider. In turn this means the council will include the amount of the top up in the payment

to the provider. Engagement with clients and providers who will be directly affected by these changes was undertaken during October and November 2021.

2.5. Recognition that the needs of new clients can be different and more challenging than some providers may have previously experienced as an increasing number of people placed have multiple and complex needs. New guidance has been included to support clients living with dementia, for the provision of care to people who are dying and falls prevention.

2.6. A new clause in the Specification requires Providers to "work towards a reduction in energy bills and a cut in the carbon footprint of the business".

2.7. The updated Specification is attached at Appendix 3.

3. Conclusion and reasons for recommendations

3.1. Clear, concise and current terms and conditions are a key element to a positive contractual relationship with the councils' independent sector providers of residential and nursing care as well as ensuring the delivery of high quality, safe and effective personalised services.

3.2. The updated documents are necessary to reflect recent changes in legislation and best practice as well as incorporating the collective lessons learnt throughout the Covid-19 pandemic.

MARK STAINTON
Director of Adult Social Care

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Background Documents:
Report to the Lead Member for Adult Social Care and Health – 21 September 2021.

Appendices

Appendix 1. Equality Impact Assessment summary

Appendix 2. Data Protection Impact Assessment summary

Appendix 3. Residential and Nursing Care Homes Specification

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Revised Contractual Terms and Conditions for the provision of Residential and Nursing Care for Older People

Appendix 1

An Equality Impact Assessment was completed as part of the preparation of revising the contractual Terms and Conditions for the provision of residential and nursing care for older people. The below table shows the identified actions and outcomes:

Impact identified and group(s) affected	Action planned	Expected outcome	Measure of success
Protected Characteristics	Clear expectations of the training requirements of care workers in relation to protected characteristics	Learning and development requirements included in the specification (not exclusively): • Infection prevention and control • Mental Capacity and liberty safeguards • Equality and Diversity • Person-centred care • Dementia • Mental Health	Providers expected to resource the training provision, or access available courses provided by ESCC (where available)
Disability (dementia)	Details in the specification relating to dementia care.	Clear referencing and links to resources and training available.	Quality dementia care provision for clients and their carers

Impact identified and group(s) affected	Action planned	Expected outcome	Measure of success	Timeframe
Age				
Protected Characteristics	Clearer expectations of the training requirements of care workers in relation to protected characteristics	Learning and development requirements included in the specification (not exclusively): • Infection prevention and control • Mental Capacity and liberty safeguards • Equality and Diversity • Person-centred care • Dementia • Mental Health	Providers expected to resource the training provision, or access available courses provided by ESCC (where available)	April 2022
Disability (dementia)	Details in the specification relating to dementia care.	Clear referencing and links to resources and training available.	Quality dementia care provision for clients and their carers.	April 2022

Revised Contractual Terms and Conditions for the provision of Residential and Nursing Care for Older People

Appendix 2

A Data Protection Impact Assessment was completed as part of the preparation of revising the contractual Terms and Conditions for the provision of residential and nursing care for older people. As a service provider, care homes will need to hold information about the clients who either reside there or are being assessed as potential future residents. Holding this information will aid the provider to ensure clients are supported in the most appropriate manner and avoid clients having to repeat the same information multiple times. Data will need to be shared between the Council and care homes to assess prospective clients, review clients, share any concerns about clients and for payments.

Contractually, Providers will be expected to have systems in place to reduce any risks such as secure e-mails. Data will be collected, used and shared for the intended purposes only. Providers will have a clear privacy notice in place and follow Information Governance requirements.

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Appendix 3

Residential and Nursing Care Homes (Older People) Service Specification

Schedule 2: Part 1 – Overarching Specification

1. Introduction

1.1 This Specification has been developed to support the commissioning and procurement of care and support services in a residential or nursing home setting (the "**Services**").

1.2 The Council has established an "**Approved List**" that will be used to identify providers who meet the quality standards and service delivery requirements set out in this Specification to deliver the Services ("**Approved Providers**"). The Approved List will be continually open to allow new providers to apply to join and become an Approved Provider at any time.

1.3 New packages of care and support will be commissioned directly by the Council from Approved Providers using the processes set out in the Approved List Agreement.

1.4 Throughout the remainder of this Specification, the term "**Service Provider**" shall be used to describe any Approved Provider delivering the Services. The term "the **Client**" shall be used to describe any eligible individual receiving the Services.

1.5 This Specification sets out how the Service Provider will deliver care and support in a residential or nursing home setting for individuals assessed and supported by East Sussex County Council on behalf of the Adult Social Care and Health Department (referred to in this Specification as the "**Council**"). The overall aim is for the Client to live in a safe and friendly environment where their care and support needs are met, and to enable them to be as active and retain as much independence as possible. The Service Provider will support the well-being and the quality of life of the Client.

1.6 This Specification covers the Council's expectations of the Service Provider under each separate Individual Service Agreement.

1.9 At the heart of the Care Act 2014 there are a set of key principles which include promoting individual well-being and preventing needs for care and support. The Service Provider is required to support these principles, as set out in the Care Act, ensuring that older people can access the right health care and treatment, stay as well as possible, and can live well with long-term conditions and care needs. The Service Provider is expected to ensure people have control over their day to day lives, promote independence and to prevent or delay any deterioration in their health and well-being. The Service Provider will do this through the provision of an outcomes focused service and by ensuring access to appropriate services.

1.10 It is a requirement that the Service Provider is registered with the Care Quality Commission (including any subsequent regulatory body) ("**CQC**") and will maintain such registration throughout the duration of the Approved List Agreement and any associated Individual Service Agreement. Therefore, the regulations required for registration (and their associated standards), and the monitoring of the achievement of those regulations and standards are not

duplicated in this Specification.

1.11 The Council expects the Service Provider to adhere to any future Care Regulator quality standards and rating systems.

1.12 The Council encourages the Service Provider to contribute to effective multi-agency working with

all stakeholders including Health and Social Care Professionals, Commissioners, and managers to ensure Clients receive a coordinated approach to support. A positive relationship and open communication with NHS services must be maintained to prevent unnecessary attendances at A&E Departments and crisis admissions to acute or community hospitals. The Service Provider will be encouraged to work closely with Healthcare Professionals where they have been aligned to support the home to ensure optimum healthcare is provided to Residents.

1.13 The Council expects the Service Provider will use best endeavours to work towards a reduction in energy bills and a cut in the carbon footprint of the business. Support to do this can be found here: Green business – East Sussex County Council

1.14 The Provider will ensure that Care Workers are respected and valued as key members of the health and social care workforce.

- Ensuring Care Workers feel supported, and that staff wellbeing continues to be a key priority of Service Providers
- Promote the role of Care Workers to health and social care partners and the local population and recognising their valued contribution to care
- Ensuring there are positive working relationships between Care Workers and other operational workforce groups across health and social care.

2. Description of Service

2.1 The Services to be provided are accommodation, and personal care; and nursing care where the Home is registered to provide nursing, with full board and twenty-four-hour staffing.

2.2 The Service Provider will ensure that a valid CQC registration certificate is obtained and maintained at all times in respect of the Home.

2.3 The Services will include activities to meet the needs of Clients for social contact and stimulation.

2.4 The accommodation will normally be for single occupants unless the Client chooses to share. Equipment will be provided to meet the assessed need of the Client, along with other communal facilities see Paragraph 13. Equipment).

3. Eligibility

3.1 Individuals are eligible for the Services as follows:

3.1.1 Following an assessment of the individual's needs by the Council under the Care Act 2014, the Council determines that the individual is in need of care and support not

otherwise available to them in their own home.

3.1.2 The individual is eligible for the Council's support based on Ordinary Residence rules; and

3.1.3 The individual is eligible to be accommodated under the terms of the Care Home's Registration Certificate or in line with meeting people's needs under the CQC Fundamental Standards.

4. Placements

4.1 Referrals

4.1.1 When a practitioner identifies that the Client's needs can best be met in a residential or nursing care setting, they will liaise with the ASC Brokerage Team ("**Brokerage**") or the Emergency Duty Service ("**EDS**"). Brokerage or EDS will then contact the most suitable Provider from the Approved Provider List to identify if they can take a placement. Further details of the referral process are set out in clause 5 of the Approved List Agreement.

4.2 Assessments

4.2.1 From the date of a formal referral is made by the Council to the Service Provider about a prospective Client, the Service Provider will ensure assessments are undertaken as soon as reasonably possible and within two working days where the Client is ready to be discharged from hospital or a maximum of five working days where in the community to avoid delay and, where the Client is currently in hospital, to avoid any delayed discharge.

4.3 Individual Service Agreements

4.3.1 For each Placement made under the Approved List, the Service Provider will enter into an Individual Service Agreement with the Council. The terms and conditions of the Individual Service Agreement are as set out in Schedule 3 of the Approved List Agreement (ISA Terms). For each Placement, the Council will issue an Individual Service Agreement Front Sheet ("**ISA**"), which sets out the details of the Client's placement in the Care Home, for signing by the Service Provider. The ISA will, wherever possible, be available prior to the start of the placement.

4.3.2 The Individual Service Agreement between the Council and the Service Provider is formed of the following documents:

4.3.2.1 the ISA Terms (Schedule 3 of the Approved List Agreement).

4.3.2.2 this Specification (Schedule 2, Part 1 of the Approved List Agreement);

4.3.2.3 the ISA (Schedule 4 of the Approved List Agreement).

4.3.2.4 the Client's Care & Support Plan.

4.3.2.5 Data Sharing Provisions (Schedule 8, Part 2 of the Approved List Agreement).

4.3.2.6 where relevant, TUPE Provisions (Schedule 9 of the Approved List

Agreement).

4.4 **Respite and Short Breaks ("Fixed Term Placements")**

4.4.1 Fixed Term Placements may be agreed in the following circumstances:

i) For Respite or short-term care to provide Client support.
ii) For the purpose of assessment prior to a long-term placement.

4.4.2 The expiry date of a Fixed Term Placement will be stated in the ISA. The Individual Service Agreement relating to a Fixed Term Placement will terminate automatically on the expiry date without the need for any notice to be issued.

4.4.3 The procedure for early termination of an Individual Service Agreement for a Fixed Term Placement (including the 12-week property disregard) will be the same as for long term Placements (as set out in clause 8 of the ISA Terms).

5. <u>Personalisation</u>

5.1 Client Care and Support Plans

5.1.1 The Care and Support Plan is the documentation containing the written social care assessment of the needs of the Client.

5.1.2 The Council will supply to the Service Provider and the Client (or where appropriate the Client's representative) the Support Plan prior to the Placement or, in the case of an emergency Placement, as soon as reasonably practicable after the start of the Placement and within three working days.

- 5.1.3 The Service Provider will build on the details set out in the Support Plan by preparing a Client Care and Support Plan in consultation with the Client and/or their representative where appropriate. The Client Care and Support Plan will reflect the CQC requirements for person-centred care (Regulation 9), Safe care and treatment (Regulation 12) and Advance Care Planning[1]

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- 5.1.4 The Client Care and Support Plan will be:
  - based upon a pre-admission assessment undertaken by the Service Provider;
  - completed as an initial document within twenty-four (24) hours of moving into the Care Home and be presented as a completed document within seven (7) days of moving into the Care Home. In the case of someone with nursing needs, it will include a contribution from a registered nurse;
  - revised in light of the Client's changing needs and kept up to date.

5.1.5 The Service Provider will ensure that all care staff are familiar with the content of the

[1] Joint statement on advance care planning | Care Quality Commission (cqc.org.uk)

Client Plan and any subsequent amendments, and that care logs reflect that the Client Plan has been followed.

5.1.6 Where the Client's care needs have changed significantly including to a level whereby the Service Provider believes it can no longer meet the Client's needs appropriately or the Client no longer requires the level of care provided, a review can be requested by the Provider. Reviews will be undertaken within 28 days wherever possible. Any changes in funding agreed by both parties will be backdated to the twenty eighth day after which the review request was received by the Council or the date of the review, whichever is earlier.

5.17 Where a review is needed as described in 5.1.6 Service Providers will: Contact Adult Social Care and Health | East Sussex County Council

5.2 Civil and Democratic Rights

5.2.1 The Service Provider will ensure the Client is able to be involved in democratic processes if they choose to be.

5.2.2 The Service Provider will ensure that the Client can choose to exercise their rights of citizenship in voting, and in receiving electoral communications and personal calls by canvassers.

5.3 Personal Possessions (inventory/insurance)

5.3.1 The Service Providers will ensure Client is treated with dignity and respect and this will extend to the client's personal possessions and clothing To support this the service provider will compile an inventory of the Client's belongings when they first move into the home. A copy should be given to the client and/or their family/carer/representative and on the client's records file.

5.3.2 The Service Provider must take due care with the Client's possessions and provide its staff with guidelines for ensuring the safety of the Client's possessions. The Service Provider will make good any loss suffered or incurred by the Client that is caused by the negligence of the Service Provider or its staff.

5.3.4 The Service Provider will provide the Client with a means of locking personal possessions within their bedroom (e.g. a lockable cupboard).

5.3.5 The Service Provider must make a clear statement of its insurance arrangements for cover, and limitations of cover, for Clients' personal possessions in the Care Home's 'Service User Guide'.

5.3.6 The Service Provider will ensure that the labelling of Clients' possessions is kept to a minimum and that clothes labels are used sensitively and discreetly to preserve dignity. The Service Provider will ensure that each Client has their own toiletries and will facilitate the Client supplying and using own their towels where appropriate.

5.3.7 The Service Provider will ensure that Clients always wear their own clothes, of their choice (within socially acceptable limits), and that the Service Provider's staff do not provide a Client with clothes from any other Client at any time.

5.4 Care of People who are Dying

5.4.1 The Service Provider will meet the care needs of people who are dying, ensuring that Clients have a comfortable and peaceful period leading up to their death, and their wishes regarding their own death/funeral arrangements are respected during this period and after they have died (see Appendix 3).

Termination due to death

5.4.2 The Service Provider must notify the Council within one Working Day of the death or discharge of any Client via the Provider Portal | East Sussex County Council

5.4.3 The Council shall pay up to the date of the Client's death, plus two (2) further nights of care (i.e., two sevenths (2/7ths) of the Weekly Charges). For the avoidance of doubt, no Client Contribution shall be payable from the day of death.

5.4.4 Upon the death of a Client the Service Provider shall be responsible for requesting the deceased's next of kin or where appropriate the local District/Borough Council, to make necessary arrangements, including funeral arrangements. Recovery of any expenses incurred by the Service Provider shall be the sole responsibility of the Service Provider.

5.4.5 The Service Provider will be responsible for agreeing with the Client's nearest relative or representative how to deal with their personal belongings and effects.

5.4.6 The payment of FNC will cease upon the date of death of a client.

6. Families, Carers and Legal Representatives

6.1 The Service Provider will provide reasonable support for carers, whether relatives or friends, and recognise the rights of carers and other family members to be treated as equal partners in care.

6.2 The Service Provider will report incidents to the Client's family, carers and / or legal representatives (as applicable to the Client), share appropriate information and keep them updated with the permission of the Client, where they have capacity. The **S**ervice Provider will enable flexible visiting times to meet the needs of the Client's family/friends living at a distance/working etc, taking account of the needs and wishes of other clients in the home, reflecting the availability of staff support and any infection control or other national guidance.

6.3 Some family members may wish to continue providing some care and the Service Provider will ensure that this is enabled where appropriate and in the best interests of the Client, in discussion with a Manager and recorded in the Client Plan.

7. Safety

7.1 The Service Provider must inspect the premises regularly and records of safety inspections must be kept. Any faults must be recorded together with details of actions to isolate equipment or rectify the fault and the date of completion of the action.

7.2 All hazardous materials used for cleaning or gardening must be stored in a locked cupboard in accordance with Control of Substances Hazardous to Health (COSHH) and they must not be left unattended when in use.

7.3 The Service Provider will maintain the Care Home and grounds in a way which will promote the Client's safety and security and in accordance with the CQC Regulation 15: Premises and equipment.

7.4 **Fire Safety**

7.4.1 The Service Provider will:

- comply with the Regulatory Reform (Fire Safety) Order 2005 or any replacement provisions.
- have sufficient and suitable risk assessment carried out by competent person;[2]
- follow relevant guidance as listed below.[3]

8. Safeguarding

8.1 The Service Provider must ensure that the Client is free from abuse and that appropriate action is taken where abuse is suspected. When a safeguarding concern is identified and the Client is in immediate danger or has been the subject of crime, the Service Provider must contact the emergency services on 999. In all other cases where a safeguarding concern is identified, the Service Provider must contact Adult Social Care and Health | East Sussex County Council

8.2 The Service Provider must ensure all staff are trained to identify abuse, acknowledging which incidents are non-reportable and which are reportable as well as how to raise an alert. The Service Provider will ensure that new staff complete training as part of their induction[4] Training should be updated at appropriate intervals and should keep staff up to date, in line with CQC Regulation 13.

8.3 When the Council receives a safeguarding concern, if further information gathering confirms that the three key tests are met, then the duty to undertake a safeguarding enquiry under section 42 of the Care Act is triggered.

8.4 If a number of adults at risk have been allegedly abused or information demonstrates patterns or trends which suggest the care and support regime within the Service Provider's Care Home(s)

[2] A Fire Risk Assessor can be found via the Institution of Fire Engineers – www.ife.org.uk/fire-risk

[3] **Regulatory Reform (Fire Safety) Order 2005**
https://www.london-fire.gov.uk/safety/the-workplace/fire-safety-law-explained/
http://www.legislation.gov.uk/uksi/2005/1541/contents/made
Fire safety risk assessment: residential care premises:
https://www.gov.uk/government/publications/fire-safety-risk-assessment-residential-care-premises

East Sussex Fire and Rescue:
https://www.esfrs.org/business-safety/5-key-stages-to-risk-assessment/

[4] https://www.eastsussexsab.org.uk/information-resources/guidance-on-raising-concerns-about-abuse-and-neglect/

presents a significant risk to people or is negatively impacting their lifestyles, an enquiry into potential organisational abuse will be considered.

8.5 In these circumstances an enquiry will be conducted by the Council in a timely way and one which is proportionate to the presenting level of risk. The Service Provider must work in a collaborative manner with the Council to address any concerns raised.

9. Deprivation of Liberty Safeguards (DoLS) and Liberty Protection Safeguards (LPS)

Deprivation of Liberty Safeguards (DoLS)

9.1 The Service Provider will work within the current Deprivation of Liberty Safeguards ("**DoLS**").

Liberty Protection Safeguards (LPS)

9.2 In July 2018, the Government published a Mental Capacity (Amendment) Bill which will see DoLS replaced by the Liberty Protection Safeguards ("**LPS**"). Under LPS, there will be a new process for authorising deprivations of liberty. The Service Provider will work within the new guidance once it is introduced.

10. Dementia

10.1 When meeting the needs of Clients in residential settings who have dementia the Service Provider will refer to the guidance in Appendix 1 and:

- ensure all staff members are trained and supported to meet the needs of Clients living with dementia and that training delivers the level of dementia awareness appropriate to their role, including domestic and catering staff and to be able to evidence this training throughout the work that they do;
- ensure dementia-related medication reviews are timely and use of drugs closely monitored.
- ensure that Clients' care and support planning is person-centred and tailored to the needs of people living with dementia;
- focus on how Clients living with dementia can be supported to be involved in decision making about their care and support;
- be aware and be vigilant for signs of cognitive impairment with those without a formal diagnosis and ensure that the appropriate referral is made to promote early diagnosis and best outcome for the Client by following the 'Stop Look Care' approach;
- recognise that dementia is a progressive illness and in the event that a Client's needs change/increase, work with the appropriate services and the Client's family to address their needs with the aim of them being able to remain in the home as long as possible or for as long as it remains the most appropriate setting
- ensure that early requests for clinical input are made to manage Clients' needs and prevent escalation;

11. Behaviour

11.1 The Service Provider must have a written policy for managing behaviour that presents challenges to the way the Care Home is managed, which all the Service Provider's staff, residents and their representatives or carers understand. Any specific ways of addressing individual behaviours that are challenging to service provision must be detailed in the Client's Support Plan.

11.2 The Service Provider will havestaff who are appropriately trained and supported in understanding residents' emotional and physical needs. They will be are aware of trigger points, which result in particular behaviour, are skilled in listening to people, and in diverting and defusing challenging incidents.

11.3 The Service Provider must have a written policy on the use of restrictive practice, and appropriate staff will be trained in its implementation. The Service Provider's staff will understand that restrictive practice in this context means restricting someone's freedom and preventing them doing what they want to do.

11.4 The Service Provider's Registered Manager is responsible for demonstrating why it has been necessary to use restrictive practice in each case where this is used, and that any restrictions were only used when all other methods for dealing with the problem had failed. Details required under this paragraph 11.4 must be recorded in the Client's care and support plan.

11.5 Only the minimum level of restrictive practice is to be used and must be discontinued at the earliest possible opportunity. The Service Provider must be compliant with the Government Paper "Positive & Proactive Care – Reducing the need for restrictive interventions" 2014 and any updates to this that are subsequently published.[5]

11.6 Protective equipment designed for other purposes, e.g., wheelchair straps or dining chairs with fixed trays, are not to be used to restrict Clients.

12. Medication

12.1 Medication is only to be administered as per a qualified medical practitioner prescription, with dosages checked and recorded in accordance with General Medical Council, NICE guidance[6] and CQC regulations. *(See section 17, recording and information sharing, for ordering processes and recording)*

13. <u>Equipment</u>

13.1 The Council will agree to lend to the Service Provider equipment for assisting in the provision of the Services to meet the assessed needs of individual Clients in line with the guidance for Provision of community equipment via the Integrated Community Equipment Services (ICES) to adults living in care homes with or without nursing (Appendix 5).

13.2 Such loans of equipment will be made through the Council's Integrated Community Equipment Services department ("**ICES**") by way of a written agreement in the form 'Agreement for the Loan of Community Equipment' (Appendix 5).

13.3 The Service Provider will be responsible for contacting the ICES service provider (see Appendix xx) to report any problems or faults with the equipment or to arrange collection of the equipment when no longer required by the Client.

13.4 Any equipment loaned will be for the exclusive use of the Client for whom it was prescribed in the environment for which it was assessed. The Service Provider must arrange for the equipment to be returned when no longer required by the Client.

14. <u>Control of Infectious Diseases</u>

14.1 To ensure compliance with the CQC registration requirements for cleanliness and infection control (Regulation 12 – as updated or replaced from time to time), the Service Provider is

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5 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/300293/JRA_DoH_Guidance_on_RP_web_accessible.pdf

6 NICE Medication Guidance

responsible for:

- keeping the Care Home clean and decontaminated as per infection control policies and procedures, this includes items of equipment which may need to undergo specialist decontamination; and

14.2 The Service Provider must be able to demonstrate that it has an effective procedure to prevent the spread of infectious diseases and all Care Staff are adequately trained and comply with that procedure.

14.3 Service Providers must comply with the latest local and national guidelines in relation to infection prevention and control.

15 Home Closure

15.1 The Service Provider is required to give three months' notice prior to closure of any Care Home wherever possible.

15.2 In the event of a Home Closure, the Service Provider is required to work in partnership with the Council in the best interests of all residents and to:

- provide a full list of its residents, including Clients and any self-funders, as well as contact details for all residents' families/representatives.
- provide details of who the Client is funded by.
- identify a key contact at the Care Home for the Council to liaise with; and
- keep the Council fully informed of any reduction in staffing levels that impact on care provision / safety of residents as well as anything else relevant to the transfer of residents to other services.

15.3 The Service Provider will pay due regard to good practice guidance in the event of a Home Closure: Quick guide: Managing Care Home Closures (www.nhs.uk)

16. Finance

16.1 The Client's Personal Finances:

16.1.1 The Service Provider must ensure that self-funding residents are advised of the potential implications of moving to Adult Social Care funding should their Capital drop below the Threshold where the Client is required to meet the full costs of their care. The Provider must advise residents or their Representatives that they should contact the Council six months before their Capital will drop below the Threshold.

16.1.2 The Service Provider will clearly explain to the Client any charges it makes for Additional Services not covered by the Council's Agreed Fee prior to delivering those services to the Client.

16.1.3 The Service Provider will account to the Client or their Representative or Carer (as applicable), for any of the Client's money handled by the Service Provider. Simple itemised records are to be kept by the Service Provider for the handling of the Client's money. Such records are to be made available by the Service Provider for external scrutiny, including by the Council upon request. The Client and their Representative or Carer (as applicable) must be informed of how often itemised bills are to be provided

by the Service Provider. The Service Provider must ensure that details of bank accounts and total balances are made available for external scrutiny (including by the Council upon request), where appropriate.

16.1.4 The Service Provider will support the Client to take care of their own financial affairs as far as possible in relation to the Client's physical and mental ability.

16.1.5 With the agreement of the Client or their Representative or Carer, the Registered Manager of the Care Home may hold information on where a Client's will is lodged and may keep a record of the Client's wishes regarding funeral arrangements.

16.1.6 The Service Provider must not advise on the Client's will, act as trustee for the Client, nor (apart from in exceptional circumstances and with the Council's approval) assume power of attorney on behalf of the Client. The Service Provider will also not act as an agent for funeral directors in promoting the pre-purchase of a funeral service.

16.1.7 The Service Provider must not take financial advantage of its relationship with the Client.

16.1.8 The Service Provider shall be responsible for collecting the Client Contribution directly from the Client.

16.1.9 Guidance on Non-Payment of Client Contribution and Management of Debt is set out in Schedule 5.

17. <u>Record keeping, Information Sharing and Digital Technology.</u>

17.1 The Service Provider must at all times comply with the Data Protection Legislation and the Data Sharing Provisions (see Schedule 8).

17.2 The Service Provider must ensure that the Client has access to their records at all reasonable times, and their views are noted on their records.

17.3 The Service provider will ensure that there is adequate Internet access available for Clients to help them stay connected, reducing any impact of loneliness and isolation and to support independence.

17.4 The Service Provider will ensure that the Client's Care needs are accurately recorded in a timely way. Case notes for the Client must record: the Care offered, the Care received, and the Client's response to Care provided. Case notes must be up to date and not altered subsequently, in line with CQC regulations.

17.5 The Service Provider must ensure that key information regarding the Client, such as medication information, is available to be accessed in an emergency.

17.6 It is expected that care homes will have secure email to enable the secure transfer of confidential information. The recommended route is via NHS email which requires completion of the NHS Data Security and Protection Toolkit (DSPT). DSPT completion is required for Proxy Ordering of Medication and Proxy access to NHS records (*see Appendix 9.*

<u>Improving the Availability of Health and Social Care Data:</u>

17.7 The Service Provider should provide the required data for the NHS Capacity Tracker or similar to understand capacity and risk in the system (both local authority and privately funded care) and any future data capture requirements.

17.8 The Council continues to promote digital ways of working where appropriate in order to streamline business processes and support efficient and effective service delivery. Service Providers may be asked to engage with the Council digitally where this is requested. This may include (but is not limited to) using digital tools and systems to view, process and contribute to e.g. *client support plans, assessments, reviews* and to provide *returns, invoices / activity reports.*

17.9 The Council will use electronically submitted information from agreed systems to pay Service Providers, charge Clients and monitor performance (as requested or appropriate).

18. Complaints and Compliments

18.1 Clients should feel confident they can complain about their care and concerns are handled well with a resolution focus. The Service Provider will ensure a clear, well-publicised and accessible process is in place.

18.2 The Service Provider will be expected to investigate any complaints thoroughly and take action if problems are identified. The Service Provider must be able to evidence how they ensure learning from complaints improves the quality of their services.

18.3 The Service Provider's complaints and compliments process must also refer to the Regulator, Local Government Ombudsman and Social Care Ombudsman (LGSCO) and the Council's Complaints and Feedback Team if the complaint requires an alternative signposting route.

Resources/ Training & Guidance:

Standard 9 of the Care Certificate training on Mental Health, Dementia and Learning Disabilities as minimum requirement.
Standard 9 (skillsforcare.org.uk)

NICE guidelines on supporting people with dementia and their carers in Health and Social Care:
https://www.nice.org.uk/guidance/qs184

Dementia Friendly Environments:
https://www.scie.org.uk/dementia/supporting-people-with-dementia/dementia-friendly-environments/video-environment-care-home.asp

Common Core Principles for Supporting People with Dementia - A guide to training the social care and health workforce:
https://www.skillsforcare.org.uk/Documents/Topics/Dementia/Common-core-principles-for-dementia.pdf

Stop Look and Care:
https://eastsussexlearning.org.uk/node/1468

Dementia Friendly Communities:
https://www.alzheimers.org.uk/get-involved/dementia-friendly-communities

Dementia Care Training Pathway & courses:
Dementia Training Pathway
https://adults.eastsussexlearning.org.uk/courses/bookings/default.asp?ds=1&keyword=dementia

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Milton Grange Outreach Mental Health Service Appendix 2

Who are we and what do we do?
As part of Adult Social Care, the Milton Grange Outreach Mental Health Service provides an assessment and rehabilitation service to support people in the community in order to prevent admission to hospital or to facilitate discharge from hospital. The service can offer support to people with functional mental health needs and mild to moderate cognitive impairments.

The Team:
The Outreach Service has a multidisciplinary team comprising Occupational Therapists, Physiotherapists, Therapy Assistants and Specialist Mental Health Nursing.

Hours:
The service operates between 9:00am – 4:00pm, seven days per week and has the capacity to support up to 10 clients at a time. It is a short-term service offering a maximum of 4 weeks. Services are provided at Milton Grange and community locations including care homes and the person's own home. The Outreach Mental Health Service is part of the Milton Grange suite of Intermediate Care Services and is a countywide service.

Our main aims are:

- To provide a high-quality service, with individual service plans to meet needs of people with functional or organic mental health needs;
- To prevent admission to acute hospital where possible
- To support timely discharge from hospital
- To work with other professional organisations to provide care;

We can offer:

- Mental Health Assessments and individual support plans
- Therapy to enable people to regain independence
- Help to identify everyday tasks people can do and which they find difficult;
- Advice and support to care home providers for people with complex mental health needs.

Access to the service:

- The service is available to adults who are registered with a GP in East Sussex.
- The service is available to adults with an identified mental health need where the mental health or physical need is impacting on their ability to function/undertake activities of daily living
- Where the need is impacting the persons physical/emotional/ cognitive or social wellbeing.
- The person must be medically stable and have consented to being referred to the service.

Referral Process:

- Referrals are made via ESCC single point of access HSCC.
- Referrals can be made by primary care teams (GP's, community nurses)
- Community and acute hospital social work teams
- CRHT, JCR and Carers Breaks Service

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1 End of Life Care and Palliative Support

1.1 Clients with palliative and/or end of life care needs should be supported to make the last stage of their life as good as possible because everyone works together confidently, honestly and consistently to help them and the people important to them, including any carers.

1.2 The Service Provider will ensure a culture is established within the service that gives value to a person's dying as well as to their living.

1.3 The Service Provider will ensure that all care provided to Clients with palliative and/or end of life care needs is aligned to the following 6 National Ambitions for Palliative and End of Life Care (May 2021):

Ref: Ambitions-for-Palliative-and-End-of-Life-Care-2nd-Edition.pdf (sueryder.org)

1.4 The Service Provider will have a written policy and procedures relating to caring for Clients with palliative and end of life care needs. This will include care provided in the last days of life and cover what occurs in the event of a Client's death. The Service Provider's staff will be familiar with the policy and procedures and have received appropriate training to ensure the provision of appropriate and timely care before and after death. This may include free End of Life Care training accessed via the East Sussex County Council Adult Social Care Training Portal: East Sussex CPD Online (eastsussexlearning.org.uk)

1.5 The Service Provider's written policy and procedures will take account of the National Ambitions noted above and recommendations made in the following National Institute for Health & Care Excellence (NICE) Guidelines:

- Caring for adults in the last days of life (NG31, Dec 2015)
- End of life care for adults: service delivery (NG 142, Oct 2019)

1.6 The Service Provider will have systems in place to identify Clients who are likely to be approaching the end of their life to ensure individuals' preferences and wishes for their care are known and documented.

1.7 The Service Provider will ensure that all care staff have awareness of Advance Care Planning (ACP) principles and tools including Recommended Summary Plans for Emergency Care and Treatment (ReSPECT). The Service Provider will have processes in place to record details of existing ACPs (i.e. staff know if a Client has a plan).

1.8 The Service Provider will ensure that all staff involved in the delivery of care to a Client with an ACP are aware of the provisions within their plan(s) to ensure care is provided in line with individuals' wishes wherever possible. The Service Provider will liaise with the authors of a Client's ACP in the event that any content appears inaccurate or cannot be supported by the service.

1.9 Palliative and end of life care provided by the Service Provider will:

- focus on the quality of life remaining to the Client
- be person-centred and focused on the physiological, psycho-social and spiritual aspects of an individual's care. This will include consultation with the Client and those important to them over any religious, ethical or cultural customs they may wish to be observed during their care and after death
- seek to support the relief of pain and other distressing symptoms, in liaison with other appropriate healthcare professionals as required
- support the Client and those important to them to access appropriate generalist and specialist palliative care advice and support. This may include hospice services.
- support the Client's family and those important to them, before and after the resident's death

1.10 The Service Provider will be person centred in their approach to the use of equipment (including profiling beds) when supporting Clients with palliative and/or end of life needs. Clients will be consulted about equipment options and the benefits and risks associated with different equipment choices. The Service Provider will respect Client choices regarding the equipment to be used and ensure staff are appropriately trained to accommodate this. The Service Provider can access free training in *'Moving and Handling of People with Restricted Mobility for Care Givers'* via the East Sussex County Council Adult Social Care Training Portal: East Sussex CPD Online (eastsussexlearning.org.uk)

1.11 The Service Provider will use all reasonable endeavours to ensure that a dying person is not left alone, unless this is their choice, and that they support those who are important to the Client, including families, and fellow staff.

1.12 Where nursing care is provided, The Service Provider's nursing staff will be appropriately trained and competent to carry out timely Verification of Expected Death (VOED) both in and out of hours. Timely verification is considered to be within four hours in a community setting (Special Edition of Care after Death: RN Verification of Expected Adult Death Guidance (Nov 2020). Should staff require remote support to complete timely VOED, the following protocol from The British Medical Association should be followed: BMA Guidelines for Remote VOED Out of Hospital (April 2020)

Bereavement help and guidance

- St Michael's bereavement service – Hastings & Rother - offering bereavement counselling and support by phone to adults:
  Referral form on the website or phone 01424 456 361

- St Wilfred's Hospice bereavement service - adult bereavement support to the whole community:
  Wilfrid's website or phone 01323 434 251 Health and Care Professionals can make a referral.

- Sussex Bereavement Helpline is available Monday to Friday from 8am to 5pm on 0300 111 2141.

- Cruse local support - https://www.cruse.org.uk/get-help/local-services

- The Good Grief Trust signposts to a choice of immediate, tailored, local and national support. This includes a free coronavirus bereavement crisis and support line, available from 8am-8pm on 0800 2600400
- Sussex Health and Care Partnership have produced a bereavement guide(opens new window) to support people during COVID-19.

- The government has published What to when someone dies guidance to help bereaved families, friends or next of kin make important decisions if they have lost someone during the COVID-19 pandemic.

Resources/ Training & Guidance:

Skills for Care have developed an End of Life care support supplement(opens new window) to help the workforce during the Pandemic.

National framework to support caring for dying people:
http://endoflifecareambitions.org.uk/

Stop Look and Care:
https://eastsussexlearning.org.uk/node/1468

E-Learning or Healthcare:
https://www.e-lfh.org.uk/

National Council or Palliative Care – Every Moment Counts
https://www.nationalvoices.org.uk/sites/default/files/public/publications/every_moment_counts.pdf

WWW.dyingmatters.org

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Falls Prevention – Appendix 4

When meeting the CQC Fundamental standards of Safety (Regulation 12: Safe care and treatment), the Service Provider shall:

- ensure that all clients are assessed on the risk of falls and care plans reflect the support needed by individuals to remain active and mobile;
- ensure that clients who are vulnerable to falls are actively supported by their key worker or equivalent member of care / nursing staff to reduce / prevent the risk of a fall occurring and thereby supporting a reduction in unnecessary emergency admissions related to falls;
- maintain a falls register recording such information as the causes of fall (injurious or otherwise) and this register is regularly audited to ensure that necessary actions are taken to reduce falls within the home – *see example:*

Tool_18b_Care_hom
e_monthly_falls_over

- Support clients to make decisions about how they may reduce their risk of falling;
- Identify where there are concerns about client's capacity to understand the risk of falling, and the outcome of a capacity assessment is recorded in the person's care plan;
- Ensure any restrictions or restraint used to reduce the risk of falls, for people lacking capacity to manage their own risk, is evidenced in records of the best interest decision-making process and in the care plan;
- ensure all care staff are trained and competent in moving and handling procedures.
- Make any appropriate referrals are made to community health care professionals following risk identification;
- have a clear process for staff to follow when someone has fallen, including how to help the person up, when to refer for medical attention and when to refer for safeguarding;
- have appropriate aids and equipment to reduce the risk of falls are provided promptly following risk identification;
- provide good nutritional care and ensure clients are properly hydrated[1]
- provide opportunities for clients to exercise and individuals are supported to stay as mobile as possible;
- have links with the Targeted Care Home Support Service[2].
- Identify a 'falls ambassador' in the home.

[1] Poor nutrition and hydration can cause dizziness and weakness. (see SCIE: Nutritional care and older people)

[2] Available in EHS and H&R CCG areas where there is known to be a high volume of falls/falls injuries and/or where falls and fracture risks have been identified. The service aim is to reduce the number of falls and fractures experienced by residents, and ambulance call outs, attendances and admissions associated with these:

Resources/ Training & Guidance:

- **ESCC Training & Development - Falls Training:**
- https://adults.eastsussexlearning.org.uk/courses/bookings/default.asp?ds=1&keyword=falls
- **Falls and Safeguarding Toolkit:** https://www.eastsussex.gov.uk/socialcare/providers/falls-safeguarding/
- Falls Prevention in Residential Care
- **Stop Look and Care**: https://eastsussexlearning.org.uk/node/1468
- https://www.scie.org.uk/search?sq=falls
- https://www.nice.org.uk/guidance/cg161
- Independent Living falls prevention advice

Appendix 5

Policy

East Sussex Care Homes- Provision of community equipment via ICES

Provision of community equipment via the Integrated Community Equipment Services (ICES) to adults living in care homes with or without nursing

Version control	V5.0
Date	November 2020
Review date	November 2021

Document control sheet

Title of the policy	East Sussex Care Homes – provision of community equipment via ICES (previously Provision of Community Equipment to Adults in Care Homes)
Purpose of the policy	To clarify the provision of community equipment via the Integrated Community Equipment Services (ICES) to adults living in care homes with or without nursing
Target audience	Care Home Providers All staff
Action required	To use the guidance to support working practice
If this is a policy, has an EIA been completed?	Yes
This guidance supersedes	V 4.0
This guidance should be read alongside	Eligibility criteria for the provision of community equipment and minor adaptations via the Integrated Community Equipment Services (ICES) pooled budget.
Lead director	Sally Reed Joint Commissioning Manager (Long-Term Conditions, Physical and Sensory Impairment)
Policy lead / Author	Sally Reed, Joint Commissioning Manager
Produced by	ASC Information & Guidance Team
Implementation date	August 2016
Review Date	November 2020 - Updated to reflect new Wheelchair Guidance
Reference number (for Staff Information Team)	GCECH1012AC

Accessibility help
Zoom in or out by holding down the Control key and turning the mouse wheel.
CTRL and click on the table of contents to navigate.
Press CTRL and Home key to return to the top of the document
Press Alt-left arrow to return to your previous location.

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Purpose of the policy

The purpose of this policy is to outline the principles regarding the provision of community equipment via the Integrated Community Equipment Services (ICES) to adults living in care homes with or without nursing.

Definition of terms used in this document:

- ‘adults’ are defined as 18 years of age or above
- ‘care home’ is defined in this guidance as a care home with nursing or care home without nursing registered under the Care Quality Commission (CQC)
- ‘community equipment’ is equipment provided via ICES integrated Community Equipment Services
- ‘ICES Prescriber’ is a health or social care practitioner or other professional who is authorised to access the ICES Pooled Budget to prescribe community equipment via ICES
- ‘person in charge’ is defined as the most senior person in charge of the care home on the day

Principles

- Adults living in CQC registered care homes with or without nursing have the same access to the provision of community equipment via ICES, to meet their individual assessed need as those adults living in their own home.
- Community equipment provided via ICES supports the whole systems policy in respecting and supporting an individual to live and die in the place of their choice.
- Provision of community equipment via ICES will be based on the outcome of an assessment, of an individual, carried out by a health or social care practitioner or other professional who is an authorised ICES Prescriber, and it is to meet an identified assessed need, which is eligible for community equipment provision via ICES.

- The provision of community equipment will aim to promote the client's independence and quality of life and may alleviate the physical demands experienced by the care home staff.

- Ethnic, cultural and lifestyle preferences of the client will be considered and taken into account as part of the assessment procedure.

- Community equipment provided via ICES will be for the exclusive use of the person for whom it was prescribed in the environment for which it was assessed.

- Community equipment will be provided via ICES for as long as required by that individual. Following assessment and the resulting provision of equipment, the ICES Prescriber will ensure safe use of the equipment has been demonstrated to the client and person in charge at the care home.

- The care home is responsible for ensuring safe use by the care home staff and that the care home staff are competent and confident in using the equipment in the care of the individual.

- Day to day visual and other daily checks and cleaning, pre and post-use are the responsibility of the care home staff following the manufacturers' recommended instructions for use, and local or additional guidelines provided by the Prescriber.

- All repair, replacement and maintenance of community equipment provided via ICES will be carried out by the ICES service provider.

- The care home provider will be responsible for contacting the ICES service provider to report any problems or faults with the equipment and to arrange collection of the equipment when no longer required by the individual.

- The care home provider will be responsible for reporting any changes or concerns for that individual in regard to the safe use of equipment, to the relevant assessment team, in order to arrange or refer for a re-assessment of the individual.

Responsibilities and provision of equipment by care home providers

It is the responsibility of the care homes to meet all their regulatory requirements ensuring the premises, furniture and equipment are suitable to meet the care and support needs of the clients using the service.

Care homes are expected to provide a general range of equipment ensuring it is accessible, clean, safe and suitable for use. The range of equipment typically required by the clients using the service will be the responsibility of the care home provider to determine.

The general range of equipment includes, but is not limited to, beds and mattresses, chairs and bathing equipment, that is most appropriate to the care and support provided.

CQC registered care homes (without nursing) are expected to provide a reasonable range of basic equipment. CQC registered care homes (with nursing) are expected to provide a reasonable range of basic and more complex equipment typically required to meet the nursing care needs.

Care homes are expected to provide, as a minimum, basic standard sized attendant propelled wheelchairs intended for transit use. Further information can be found at: https://www.millbrook-healthcare.co.uk/contact-us/service-centre-locations/wheelchair-services/east-sussex-wcs/

Where a resident's needs cannot be met by the equipment provided by the care home, then a referral for an assessment to be undertaken by a health or social care professional should be made.

Assessment for provision of community equipment via ICES.

The assessment must be carried out by a health or social care professional e.g. Occupational Therapist, Physiotherapist, nurse, or other professional, who is authorised to access the ICES Pooled Budget to prescribe community equipment.

Referral routes for assessment will vary depending on the needs of the client and may require more than one healthcare professional to be involved in the assessment.

Following assessment and the resulting provision of equipment, the ICES Prescriber will ensure safe use of the equipment has been demonstrated to the client and the

person in charge at the care home, providing as necessary, care plans, moving and handling plans and risk assessments.

Relevant Policies & Regulatory standards

Listed below are some useful references and websites. This is not an exhaustive list.

Guidance and organisational publications do change. Please refer to the originating organisation for the most up to date publication and for other information.

- Care Act (June, 2014)
- Care Quality Commission (CQC) Guidance for providers on meeting the regulations (March 2015)
- Care Quality Commission (Registration) Regulations 2009 (Part 4) (as amended)
- Data Protection Act 1998
- Department of Health National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care (November 2012 - Revised)
- Equality Act 2010
- Freedom of Information Act 2000 with changes 2014
- Health & Care Professions Council (HCPC)
- Health & Safety Executive (Health and social care services section)
- Health and Social Care Act 2008 (Regulated Activity) Regulations 2014
- Health and Social Care Act 2008 (Regulated Activity) (Amendment) Regulations 2015
- Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (Part 3) (as amended)
- Local policy, practice and professional guidance or organisational instructions as required by the ICES Prescribers' and / or care home staff's employing organisation.

- Medicines & Healthcare products Regulatory Agency (MHRA) Ref. MHRA Devices in Practice, Managing Medical Devices (April 2014), Guidance for healthcare and social services organisations and Checklists for using medical devices (June, 2014)

- National Institute for Health and Care Excellence (NICE) NICE clinical guidance 179: Pressure ulcers: prevent and management of pressure ulcers.

- www.legislation.gov.uk – refer to website for all acts with changes in progress.

Training **Appendix 6**

East Sussex County Council offers a range of learning opportunities to our partners. All of the adult social care training courses are free to attend and cover a wide range of subjects. Examples of the courses available include:

- Moving and handling of people with restricted mobility
- Person centred support planning
- Adult safeguarding
- Falls prevention
- Managing medicines for care workers

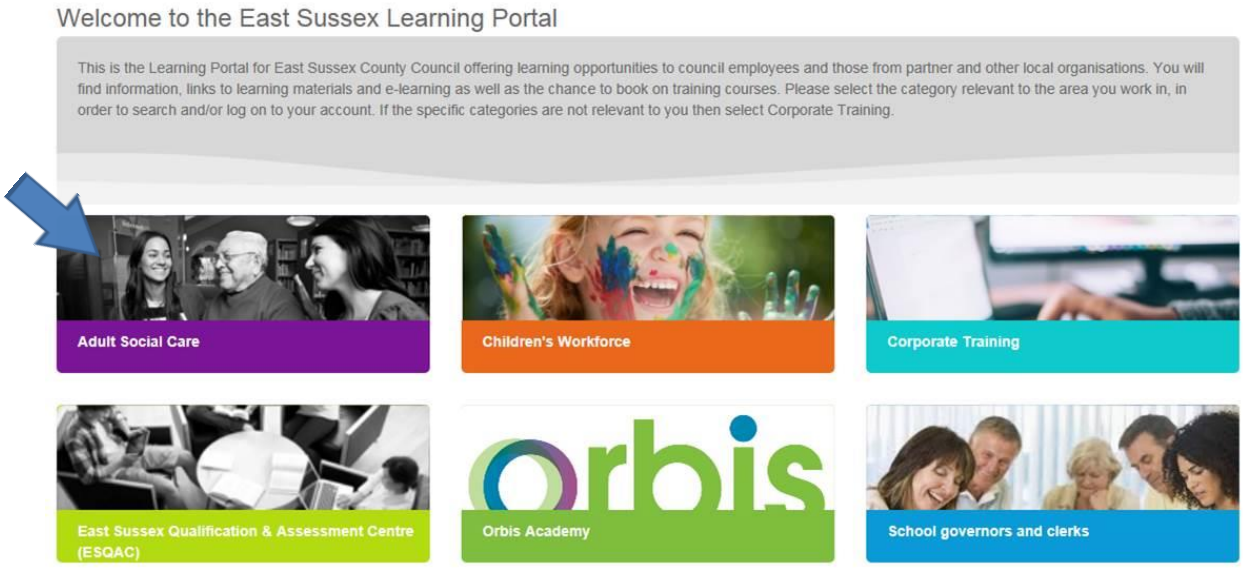
For further details about how to access these courses, please see below.

Accessing Training via the East Sussex Learning Portal

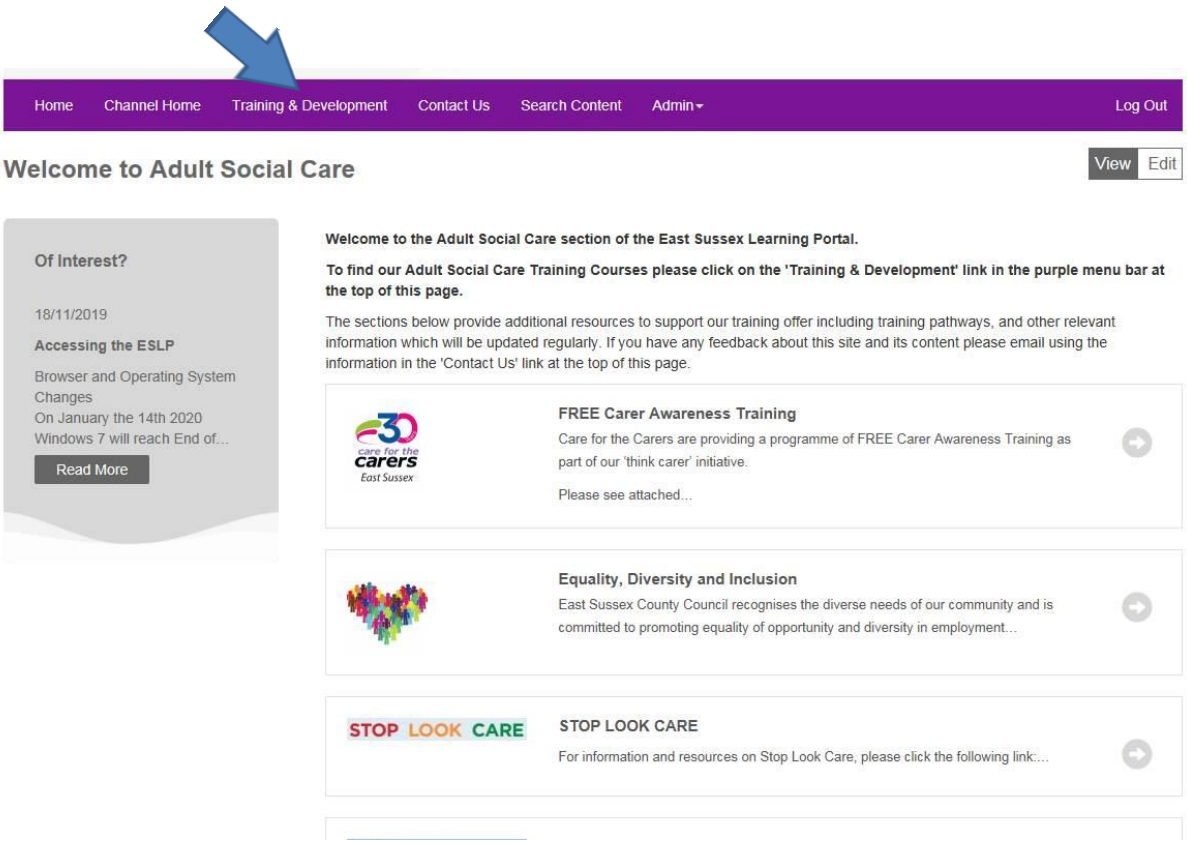
To access training via the East Sussex Learning Portal, each member of staff needs to set up their own account. Guidance on setting up an account is below:

Guidance on how to submit a new user request

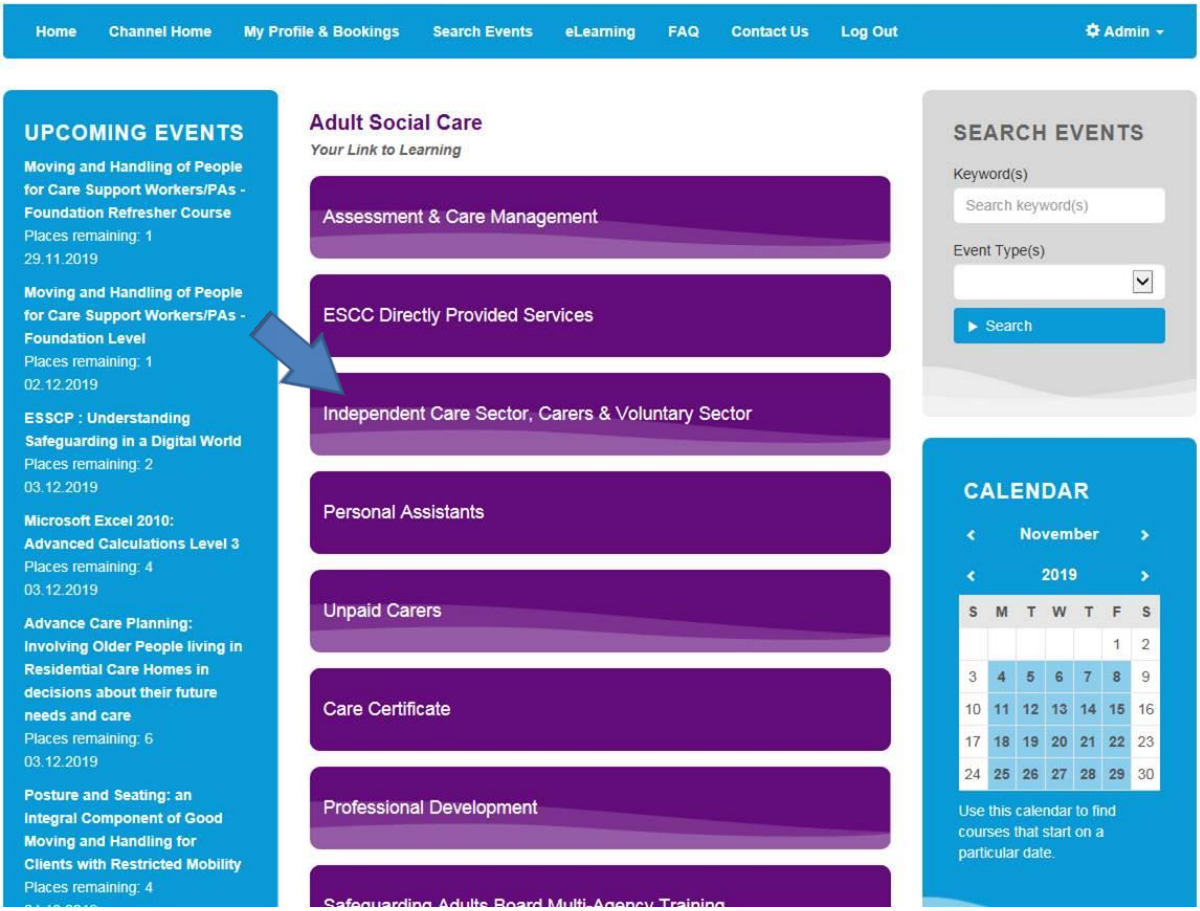
To search for training courses, log into the portal and click on the 'Adult Social Care' box.



Then click on the ‘Training and Development’ tab



Most relevant training for care home staff will be in the “Independent Care Sector, Carers & Voluntary Sector” section.



Cancellations and non-attendance

We will charge external organisations for non-attendance (where the place has not been previously cancelled) and for late cancellations - five working days or less prior to the day of the course (excluding weekends and bank holidays), irrespective of the reason for cancellation/absence, including sickness. The charge is levied to contribute to the costs of the lost training place.

The charge for late cancellation and non-attendance is £50 per person for each event. Where a course lasts for more than one day, the charge will be levied, per person, for each whole or half day missed i.e. £100 for a two-day event. The same charges will also be applied for late arrivals who are turned away from the course. Non-attendance/wasted place charges are invoiced to organisations within two weeks of the course and payment terms are 49 days.
Failure to pay the fine within 49 days of the date of the invoice will result in the organisation concerned being excluded from all future training events for a six month period.

Exceptions for payment for non-attendance will be dealt with on an individual basis. In this instance we ask that individuals (or another representative of their organisation on their behalf) contact us by email, with an explanation and a decision will be made.

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Appendix 7.

Residential and Nursing Care homes Specification

Working with Market Support

Under the Care Act 2014, the County Council has a general duty to promote diversity and quality in provision of services. The function of the Market Support Team is to work in partnership with providers, the Care Quality Commission (CQC) and operational social care and health colleagues to:

- Support and strengthen the independent care and support market throughout the lifecycle of its provision.
- Improve and sustain quality improvements.
- Prevent business failure or service deterioration.
- Identify and address business continuity and sustainability concerns.

Service providers can request input from Market Support who will then work collaboratively with providers to provide support to the service.

Market support visits will also be undertaken to support services and track progress in the following circumstances:

- Where business intelligence reveals concerns that need investigating further
- To follow up on progress with an action plan
- As requested by CQC
- As requested by an enquiry manager where systematic concerns are identified as part of an organisational safeguarding enquiry

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Appendix 8

Specification for provision of temporary beds to support NHS 'discharge to assess' (D2A) discharges.

This specification is an addendum to ESCC's substantive contract for the provision of bedded care and should be read in conjunction with the document.

1. Overview of D2A beds

1.1 D2A beds are intended to reduce the length of stay for patients in acute hospitals and to provide a bedded setting, outside of an acute hospital, for the assessment of a person's ongoing care needs to be made. As such the processes around D2A beds will be time critical. To support flow through the system we will also seek to minimize the length of stay in D2A beds.

1.2 While in acute hospital the clinical team will assess each person against the criteria to reside[1] and will consider discharge to a less acute setting:

1.3 Once the person has been identified as medically ready for discharge NHS and/or ASC staff determine if the person requires bedded care to be discharged from hospital. This will include people who are known to be / will be eligible for ASC services and people who are known to be / will be self-funding their longer-term care and support.

1.4 The minimum necessary assessment will be undertaken in the acute hospital setting (with further assessment of longer-term care needs taking place in the D2A setting; Adult Social Care Assessment/Continuing Health Care Assessment).

1.5 A referral will be made to the D2A home with the target timescale for communicating back to the referrer as to whether the person can be admitted by that home of 24 hours (from sufficient information being provided to the home for that decision to be made).

1.6 The referral to the D2A home will include contact information of who to contact in the acute hospital so that the D2A home can request any missing information or ask any questions about the referral to avoid delays in the referral being accepted or declined. Contact information for the ward the person is on will be included in the referral form. If the home is unable to make contact with the ward, they must contact the Hospital Discharge Hub by phone or email using the contact details on the email referral for the hub. 1.7 The D2A home will liaise with hospital discharge staff and the ward, as required, to enable the discharge from hospital and admission to the D2A home.

1.8 Shortly after the person's arrival in the D2A home a community assessor from ASC or the NHS will commence the person's assessment for longer term care. D2A residents may also be referred for an ASC Financial Assessment in order to identify if they will be eligible for financial help from ASC for their longer-term care needs.

1.9 In some instances it may be beneficial for re-ablement / re-habilitation to commence while the person is in the D2A home. In these circumstances, NHS and ASC staff will work with the home to arrange the required visits for re-ablement / re-habilitation to start in the home.

[1] The Criteria to Reside in acute hospital is outlined in the Hospital Discharge and Community Support: Policy and Operating Model guidance published on 5 July 2021. Criteria to reside may change subject to updated guidance being published.

1.10 Following assessment, wherever possible, a package of care will be put in place that enables the person to return to live independently in the community. However, a proportion of people discharged under the Discharge to Assess, pathway 3 criteria will be assessed as requiring onward care in a nursing or residential home. Where a long-term bed is available in the current D2A home a person may elect to stay in that home. If the person is assessed as being eligible for ASC support, then the usual arrangements regarding published rates would apply. Self-funding people will make their own arrangements with the D2A home with the support of ASC if needed as soon as the person's financial status has been established and confirmed by ASC.

1.11 A D2A placement will be deemed to start on the day that the person moves into the home and to end when the person leaves the D2A bed – either to another location or a transfer to a longer-term placement in the same home.

2. Aim of service

2.1 D2A beds have a primary objective of reducing the length of stay of patients in acute hospitals; but may also be used to reduce the length of stay for people in intermediate care bedded settings.

2.2 Discharge to assess beds are intended:

- For patients who no longer require care that can only be provided in an acute setting and are medically ready for discharge but who require a level of care that can only be provided in a bedded setting.
- For people that have had a life changing significant event and are not safe to be discharged home. (Pathway 3 criteria)
- To enable assessment for on-going care needs to happen outside of an acute setting
- To provide an opportunity or re-ablement / re-habilitation, if appropriate, to maximise independence and minimise future care needs

3. Commissioning arrangements

3.1 D2A beds are procured by East Sussex County Council (ESCC) Adult Social Care (ASC) working as an intermediary of the NHS who provide the funding for the beds. This means that there will be an ESCC commissioner and an NHS commissioner. ASC will assume the role of Lead Commissioner.

3.2 The Lead Commissioner is responsible, and shall remain responsible, for commissioning D2A beds to meet the needs of the local health and social care system.

3.3 The Lead Commissioner has agreed with the Provider to enter into an arrangement for the delivery of Services by the Provider set out in clause 9.

3.4 The Parties wish to record the basis on which they will work together. This Agreement sets out:

(a) The principles underpinning this Agreement; and

(b) The respective roles and responsibilities of the Parties.

3.5 Each Party shall at all times act in good faith towards the other Party in interpretation and the delivery of this Agreement.

4. Principles

4.1 The Parties agree to adopt the following principles when carrying out this Agreement (Principles)

(a) Collaborate and co-operate in the delivery of the Services to ensure that the commissioning ambitions and intentions of the Lead Commissioner are met;

(b) Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;

(c) Be open. Communicate openly about major concerns, issues or opportunities relating to the Agreement;

(d) Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

(e) Adopt a positive outlook. Behave in a positive, proactive manner;

(f) Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;

(g) Act in a timely manner. Recognise the time-critical nature of the project and respond accordingly to requests for support;

(h) Manage stakeholders effectively;

(i) Act in good faith to support achievement of the key objectives and compliance with these principles; and

(j) Provide coherent, timely and efficient decision-making.

5. Commencement and Duration

5.1 The Agreement shall take effect on XX and will terminate on XX.

6. Monitoring and evaluation

6.1 The Provider recognises that it is receiving public funding and accepts the responsibility from the Commissioner to account for these monies.

6.2 If deemed necessary, a representative of the Commissioners will make at least one monitoring visit per month during the period of the grant to review and evaluate the performance of the Provider against the agreed Service Description cited at Clause 9.

6.3 The project, as outlined in the Service Description cited at Clause 9, will be monitored using the daily calls or emails), which has been agreed with the Provider.

6.4 Should the Provider be unable to meet the agreed reporting requirements, a meeting will be convened between the Parties to discuss further measures that might assist the Provider in achieving the agreed indicators.

6.5 Where it is deemed by the Commissioner that the Provider is unable to meet the agreed reporting requirements and the Parties are unable to agree further measures, the Agreement may be terminated with a fortnight notice given.

6.6 Where appropriate the Commissioner may provide non-financial support to the Provider where it seeks to develop services, which contribute towards the meeting of key objectives, in particular in identification of suitable clients.

7. Terms and conditions of funding

7.1 Purpose of funding

7.1.1 The Provider acknowledges that the Commissioner's payment of the fee is provided for the purposes set out in this Agreement and the associated Service Description cited in clause 9. The Commissioner reserves the right to demand repayment of all or any part of the fee paid under this Agreement if funds have been applied to other purposes or referrals have been refused without suitable justification without prior agreement.

7.1.2 The Provider agrees that any substantial changes to the project or in the circumstances of the Provider shall be disclosed to the Commissioner as soon as possible. Such changes include but are not exclusively limited to; changes in levels of support from other funding agents, changes in staffing relevant to the project, changes in constitution or legal status. Failure to supply such information will entitle the Commissioner to withhold any instalments payable under this Agreement.

7.1.3 D2A beds are funded by the NHS, therefore, FNC cannot be applied for by the provider for the duration the person remains in the D2A bed. If the person has had a Care Act Assessment by ASC and will be staying in the same home for their longer-term placement, it is the Provider's responsibility to complete an FNC checklist for each person where there may be a clinical need. If a client is eligible for the FNC funding, the FNC will be payable in addition to the fee payable by the Commissioner.

7.1.4 Neither the Client nor Commissioner will be responsible for FNC costs if the client is assessed as ineligible.

7.1.5 The fee payable under this Agreement may not be assigned to any other person, association, or company, other than in the course of authorised expenditure under the terms of this Agreement and with prior written consent from the Commissioner.

7.2 Acknowledgement of Funding

7.2.1 The Provider will acknowledge its financial assistance from the Commissioner in all appropriate publicity in print, electronic information, broadcasts and other formats.

7.3 Equal Opportunities

7.3.1 The Commissioner requires the Provider to comply with Equal Opportunities legislation and current codes of practice. This applies to the recruitment of staff, management, and volunteers and to the provision of the service.

7.4 Contractual Arrangements

7.4.1 No alteration to the Agreement can be made without the written agreement of both parties.

7.5 Service Agreement Variation

7.5.1 No variation or waiver of this Agreement (or any part of this Agreement) will be effective unless made in writing, signed by or on behalf of the parties and expressed to be such a variation.

7.5.2 Whilst it is not envisaged this Agreement will be extended beyond the term of the Agreement, the Commissioner reserves the right to extend the length of this Agreement following discussion and agreement with the Provider.

7.6 Termination/Suspension

7.6.1 Either Party may terminate this Agreement with 1 month written notice to the other.

7.6.2 If the Agreement is breached either party may terminate this Agreement with immediate effect. Any clients occupying beds at the time of termination will be funded at the current Local Authority published rate.

7.6.3 If the Agreement is breached and terminated under the terms of this Agreement, the Commissioner reserves the rt to recover from the Provider any funds already paid covering the period after the termination date.

7.6.4 If the Provider is subject to further enforcement action by the Care Quality Commission (CQC) or the current enforcement action is adopted by the CQC, the Commissioner may terminate this Agreement with immediate effect. Any clients occupying beds at the time of termination will be funded at the current Local Authority published rate. If there is a requirement to move clients to ensure their safety, the clients will be funded at the current Local Authority published rate for the duration of their placement at the home.

8. Charges and Liabilities

8.1 Except as otherwise agreed in writing, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

8.2 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other Party shall be liable for any loss it suffers as a result of this Agreement.

9. Services covered by this Agreement

9.1 Service description

9.1.1 The purpose of this service is to provide X nursing beds and/or X residential beds, for clients, under the following circumstances:

(a) Where the client is not able to be discharged home but no longer requires acute hospital care;

(b) The client requires a short-term placement while awaiting an assessment by Adult Social Care and arrangement of long-term care services;

(c) The needs of the client exceed the services available provided by Community Services;

(d) Where there is insufficient Intermediate/Community Bed Capacity.

9.2 Identification of Clients/Referral Process

9.2.1 The responsibility for the identification of client's rests with the Multi-Disciplinary Team in the acute hospital, with referrals to the service made directly to the home by Hospital Discharge Coordinators.

9.2.2 All clients must be permanently or temporarily registered with a GP in the local area to the registered residential care home during their stay with XX Nursing Home.

9.3 Throughput

9.3.1 It is the intention of this Commissioner to maximise throughput of eligible clients benefiting from the availability of these beds.

9.3.2 It is a requirement of the Agreement that the service provider will be available to assess clients' suitability for placement in the nursing home 7 days a week and accept admissions to the nursing home 7 days a week, taking into account the safe provision of services at the nursing home.

9.4 The service will:

(a) Provide a needs assessment of clients on transfer and ensure that a care plan is in place for the duration of the stay identifying care needs 24 hours a day;

(b) Ensure all needs for the client are met based upon the individual assessed needs of the client;

(c) Ensure that the client has consented to transfer and that their family or representatives are contacted prior to and on admission and discharge/transfer;

(d) Ensure that each client has a nominated GP and is permanently or temporarily registered with one of the local GP Practices;

(e) Work with any Pharmacy Teams who are linked to the home to ensure medicines optimisation;

(f) Provide care in readiness for discharge including a rehabilitative, re-abling focus, transfer procedures to a domiciliary care provider, or alternative residential or nursing home;

(g) Provide any standard necessary equipment during the clients stay or access equipment through the Integrated Care Equipment Service (ICES)

9.5 Staff establishment

7.5.1. Team ratio for staff will be at a level to meet the required needs of the clients.

9.6 Deterioration

9.6.1 Every effort should be made to reduce readmission to hospital where appropriate. It is expected the Provider will be fully aware and updated of the support networks available.

9.7 Discharge from the Nursing Home

5.7.1 The Provider will ensure organisation, support and advice are provided prior to and during discharge from the home. The support cited below provides a basic list of the assistance this Commissioner will expect as part of the service commissioned, but should not be exclusive where other provisions are deemed necessary for the interest of The Commissioner:

(a) Clients remain the responsibility of The Commissioner and will be reviewed by the appropriate service during their stay.

(b) A discharge letter will be sent to the GP and services involved providing concise summary of background, assessment, rehabilitation provided, outcome and recommendations.

(c) The Provider will organise medication for 2 weeks required for discharge.

9.8 Service geographical area

9.8.1 The service will cover Older People's Services within East Sussex.

9.9 Service times (days and hours)

9.9.1 The service will be available 24 hours a day for the duration of the Agreement. However, it is expected that transfers into the Home will be before 5.00pm. There may be exceptional circumstances where the client may need to be transferred during the evening, but this should be rare.

9.9.2 The Provider shall have the option to decline a resident if they do not consider the placement is in their or other home resident's best interest.

9.10 Service capacity

9.10.1 The service will provide XX nursing beds from XX until XX.

9.11 Service costs

9.11.1 The price of the bed includes all that is required to provide the care and support needed by the client including items such as incontinence pads that enable the delivery of the service.

9.11.2 Payment of beds will be made every four weeks, two weeks in advance and two weeks in arrears.

9.11.3 The Service Provider will be required to keep accurate up to date records of who is occupying the D2A beds at all times. These records must be kept up to date every day. The Provider will supply this record if requested by the Local Authority. The provider must be able to receive a phone call or send/respond to an email from ESCC ASC every weekday morning (Monday – Friday) between 8am and 9.30am. The provider will be required to provide a named contact for ASC to call or email to collect the following information:

- Name and date of birth of every person who is in the home's allotted D2A beds on that day
- Name and date of birth of anyone they expect to arrive in a D2A bed that day
- Name and date of birth of anyone who is due to leave a D2A bed that day
- Name and date of birth of anyone who left a D2A bed the previous day
- Name and date of birth of anyone who has a planned departure from the home in the next 24 – 48 hours

9.11.4 Once CHC and ASC assessments have been completed and an onward placement has been confirmed, including the person returning to their own home, the Provider must facilitate the efficient move of the person to ensure that there are no delays in the person leaving the D2A bed. It is critical that D2A beds are made available as quickly as possible.

9.11.5 If a client remains in a D2A bed and does not move following an offer to move to their onward placement, they will start to be charged for the D2A bed. Any client contributions will be collected by ESCC.

9.11.6 Block bed Payments for D2A block beds are paid automatically and appear on the Payment Schedule which can be found on the ESCC Provider Portal. See Appendix 1 for an example of how D2A payments appear in the ESCC Provider Portal.

9.11.7 Payments are made every 4 weeks in the same way as for any clients who are not in a D2A block bed and have an Individual Service Agreement (ISA) with ESCC. ISA's are not required to be signed for D2A block beds.

9.11.8 For clients occupying a block bed on the last day of the Agreement but requiring an on-going nursing service to be funded by The Commissioner the placement will be paid at the D2A block rate until the person leaves the D2A bed. The Provider will continue to work under the terms of the block contract until the person leaves the D2A bed and do everything possible to expedite the person moving to their longer-term placement either in the same home or a different one.

9.12 Service Administration

9.12.1 The provider must have the administrative ability to provide the D2A service including:

(a) Scanner to scan in documents/patient records

(b) Laptops/computers with camera to attend teams/video meetings

(c) IT – set up with NHS email and be able to complete the relevant Information Governance

(d) Ability to record who is currently placed in the home recording arrivals from hospital and departure from home

9.13 Severance

9.13.1 If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

10 10. Governing Law and Jurisdiction

10.1 This Agreement will be considered as an agreement made in England and will be subject to the laws of England.

11 Authorisation

Authorised Signatory ..... for the Commissioners

Name……Position……

Date ……

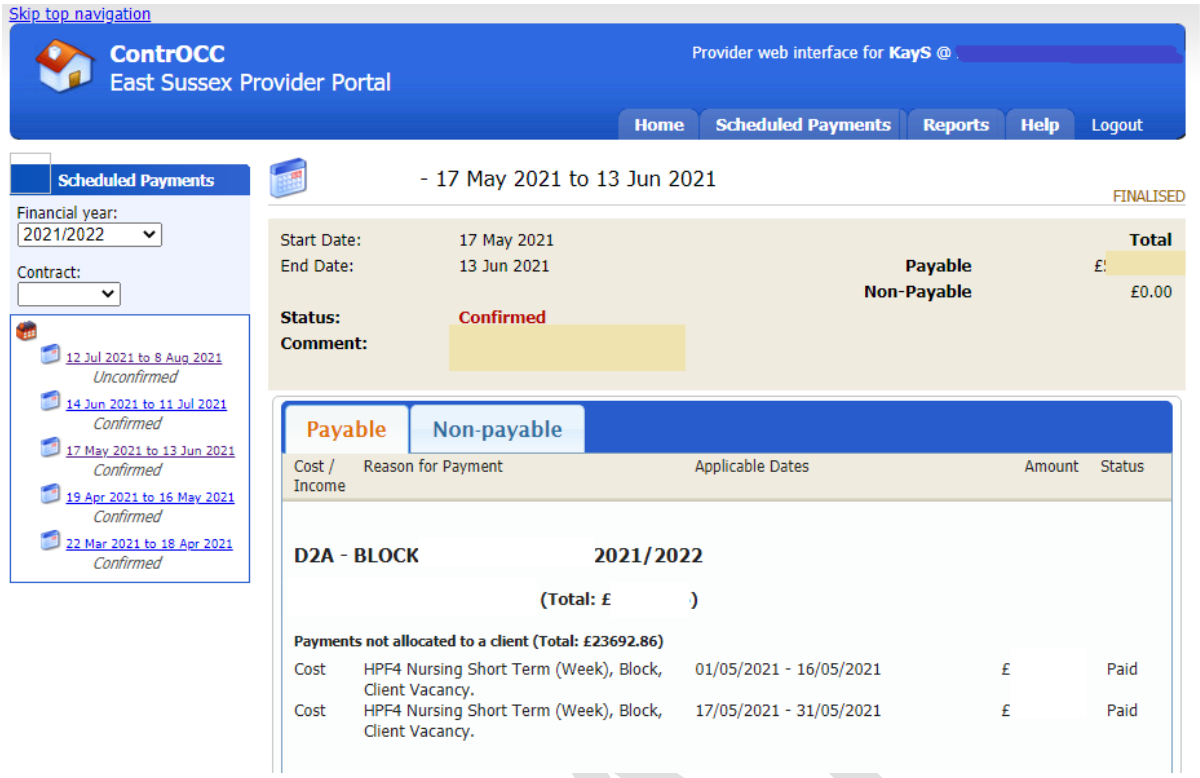
Authorised Signatory ……..for the Provider

Name……Position……

Date ……

Appendix 1

Example of D2A block payment in ESCC Provider Portal



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Appendix 9

Data Security Protection Toolkit, NHS Mail and Proxy Access

Data Security Protection Toolkit

All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good quality data security and that personal information is handled correctly.

The DSPT is a self-assessment tool which is designed to provide organisations with the assurance and assistance in being compliant with the current Data Protection legislation and requirements. It also gives assurance to organisations when sharing information with other parties that they follow the same compliance protocols. The level recommended to achieve for all NHS organisations and is recommended for social care organisations is ‘standards met’.

NHS Mail

Health and care information is very sensitive so you must make sure it is protected, all NHS organisations and social care organisations must ensure they are using NHS Mail or an accredited secure email alternative when sharing patient indefinable information or documentation.

Proxy Access

Proxy access was developed to allow someone other than the patient to access and manage parts of their GP online services account. The proxy is given their own online access account (rather than using the patient’s login details). Proxy ordering access enables care homes to order medication monthly and also interim/acute prescriptions via the practice’s online portal. Using this portal provides care homes with an electronic audit trail of what medicines have been ordered. This removes the need to make copies of repeat slips prior to submission to the GP practice. Implementing proxy access for repeat meds ordering is also the first step to gaining access to a resident’s medical record, test results, hospital and other correspondence, and appointment booking/cancelling should your GP surgery allow.

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Report to:	**Lead Member for Adult Social Care and Health**
Date of meeting:	**22 March 2022**
By:	**Director of Public Health**
Title:	**Recommissioning of Specialist Sexual Health Services (SSHS)**
Purpose:	**To appraise the Lead Member of the options available for Specialist Sexual Health Services (SSHS) provision**

RECOMMENDATIONS

The Lead Member is recommended to:

(1) agree to extend the current contract for Specialist Sexual Health Services (SSHS) by at least six months; and

(2) delegate authority to the Director of Public Health to negotiate and finalise the terms of the extension and to take all necessary actions to give effect to the implementation of recommendation 1.

---

1. Background

1.1 Specialist Sexual Health Services (SSHS) are currently provided by East Sussex Healthcare NHS Trust (ESHT). The current contract started on the 1 April 2016 with an end date of 31 March 2021 which included a two-year extension. The COVID-19 pandemic started in March 2020, and it was quickly realised that this would derail any new procurement timetable. Under new Government procurement guidance, emergency extensions were put in place up to 30 September 2022.

1.2 SSHS have been redesigned and subjected to formal consultation. The redesign focused on a shift to online provision and the consultation response was positive. The SSHS contract was advertised as another 3 years + 2 years contract.

1.3 Procurement for the new SSHS from September 2022 was, and is, in collaboration with NHS England Specialist Contracts (NHSE). This approach meets with national guidance.

2. Supporting information

2.1 The new SSHS contract was advertised between October and December 2021. No bids were received despite substantial interest expressed during the market engagement events. There is a statutory duty to ensure these services continue to be delivered without interruption.

2.2 National guidance states that procurement exercises should be undertaken in collaboration with the NHS who hold the HIV treatment and Care and prison SSH service contracts, that must be provided by the same team. Non-compliance with this national guidance could lead to Judicial Review. NHSE have indicated an agreement in principle to the recommendation to negotiate a contract extension

2.3 The Lead Member is recommended to agree to delegate authority to the Director of Public Health for the final negotiated extension length.

3. Conclusion and recommendations

3.1 The Lead Member is recommended to agree to extend the current ESHT SSHS contract. The period of extension will be negotiated. The advantages of the extension are that it will enable (a) a service resource review; and (b) time to reassess the market.

DARRELL GALE

Director of Public Health

Contact Officer: Tony Proom, Strategic Commissioning Manager – Sexual Health
Email: tony.proom@eastsussex.gov.uk

Report to:	**Lead Member for Adult Social Care & Health**
Date of meeting:	**22 March 2022**
By:	**Director of Adult Social Care**
Title:	**Learning Disability Supported Living developments**
Purpose:	**To seek approval to redevelop four existing learning disability services into high quality supported living services**

RECOMMENDATIONS

The Lead Member for Adult Social Care and Health is recommended to:

1) approve the proposals to redevelop the following existing services for adults with a learning disability into high quality supported living services, at a total estimated capital cost of £6,420,621:

- **Beckley Close, St Leonards-on-sea, commencing in 2022/23**
- **Cregg Na Ba, Battle, commencing in 2022/23**
- **Jasmine Lodge, Northiam, commencing in 2023/24**
- **Grangemead Annex, Hailsham, commencing in 2023/24**

2) delegate authority to the Director of Adult Social Care to take all actions necessary to give effect to the above recommendation; and

3) delegate authority to the Chief Operating Officer to take all necessary actions to ensure the appropriate lease property agreements are put in place.

1. Background

1.1 Unlike residential care, supported living provides the people who live there with individual tenancies. This means that they have a home of their own and will benefit from a greater level of autonomy, as far as their environment is concerned. People in supported living are encouraged to maximise their independence and to engage in the indoor and outdoor activities that they enjoy. Any personal care is provided under separate contractual arrangements to those for the person's housing.

1.2 The strategic direction of East Sussex County Council's (ESCC) commissioned services for adults with a learning disability, is to increase supported living provision. The Council aims to provide high quality accommodation that is able to meet the current and future needs of existing East Sussex residents and support the cohort of younger people transitioning into Adult Services. This approach is in line with personalisation principles set out in 'Building the Right Support' (NHS England, Local Government Association, Association of Directors of Adult Social Services, 2015), 'Registering the Right Support' (Care Quality Commission, 2017) and Right Support, Right Care, Right Culture (CQC, updated 2021).

1.3 The supported living model is preferable to traditional residential care options for young people and working age adults as it provides the opportunity for more choice and control over how their accommodation, care and support needs are met, resulting in greater independence and autonomy over how they live their lives.

1.4 There is also a recognised need for more of this provision in the county to enable adults to live and be supported within East Sussex, thereby avoiding placing ESCC clients outside of the county. In the year to August 2021 there were 35 placements made out of county, where approximately 28 of these (80%) may have been possible to be made in-county had the services and vacancies been available at that time.

1.5 When compared to residential care options for adults with similar assessed levels of care and support needs, supported living is typically delivered at a lower unit cost to the council's community care budget, as the accommodation and board costs are covered by rental charges in place with a housing provider, with most tenants eligible to claim housing benefit to cover this.

1.6 Placements at the two homes that are currently occupied (Beckley Close and Jasmine Lodge) cost approximately £1m per annum. Provisional estimates indicate that this cost could reduce to approximately £760,000 per annum following the introduction of a supported living model. Additionally, in supported living settings clients are provided with individually tailored packages of care that can decrease over time as areas of independence are increased, further reducing the cost of support and delivering best value.

1.7 Furthermore, the performance of East Sussex in relation to the national indicator for people with a Learning Disability living in settled accommodation is below the national average and these developments will contribute towards improved performance against this indicator.

2. Supporting information

Hastings and Rother Group Residential care homes

2.1 To meet the objectives and strategic direction of the council, a feasibility study has been undertaken relating to the re-development of two (of five) residential care homes forming part of a block care services residential care contract with the provider Affinity Trust. The aim is to improve the accommodation, increase personal space and ensuite bathroom facilities that can appropriately support current residents some of whom require hoisting equipment, and to make the services more attractive to future potential tenants.

2.2 The services support a range of adults with a learning disability and complex physical health needs, many being housed at these properties for several years. Affinity Trust have been the care and support provider since 2012 and have been successful in being awarded a new care services contract to commence from February 2022 following a recent competitive tender process. The terms of the new care services contract include provisions for change; specifically, the aim is to work with Affinity Trust to agree the most appropriate service or services that can be deregistered and reconfigured into a supported living model, moving away from outdated traditional residential care services. Where appropriate, the Council will grant leases and ancillary documents to Affinity Trustor, as nominated registered social landlord, that will be aligned with the supported living services to be provided.

2.3 Following the completion of a feasibility study, the two properties identified for redevelopment are Beckley Close in St Leonards-on-sea, and Jasmine Lodge in Northiam, near Rye.

2.4 Beckley Close is in a location offering good links to transport and local amenities. The plan is to reconfigure the building so that more of the six bedrooms have an ensuite bathroom, reducing shared facilities, and modernisation is undertaken to reflect a change from residential care to a person's home with a tenancy agreement.

2.5 Jasmine Lodge has potential to be developed to enable all six bedrooms to have their own large ensuite bathroom, suitable for people with additional physical health needs, where hoists may be required. Whilst Jasmine Lodge is in a more rural location than Beckley Close, it still has access to local amenities for community participation, there is a bus route and a train station is approximately ½ mile away.

Cregg Na Ba, Battle

2.6 In addition to Beckley Close and Jasmine Lodge, a feasibility study has been undertaken in relation to Cregg Na Ba in Battle. Cregg Na Ba was originally part of the Affinity Trust residential care contract, until a steady increase in voids led to the service closing in 2018, with the clients supported to move into the remaining five Affinity Trust group homes. Property guardians have taken on the management of the property since this time, giving the ability to obtain vacant possession with one months' notice.

2.7 The property is a single storey brick-built building providing six bedrooms and two bathrooms within the main accommodation. In order to accommodate six ensuite bathrooms of sufficient size to enable carer assistance a single storey extension of 60m2 is required to the rear (north-west) of the existing bedroom wing. The single storey extension would enable each bedroom to have an assisted bathroom with bath and shower providing sufficient space for a mechanical hoist to be accommodated.

Grangemead, Hailsham

2.8 The fourth property included for redevelopment is Grangemead, Hawthylands Road, Hailsham. This is an ESCC owned property and not subject to any NHS Capital Grant Agreement. The learning disability respite service at Grangemead was developed to re-locate the pervious provision from Sandbanks, also in Hailsham. The development utilised approximately 65% of the existing site with a whole wing left unoccupied. Several options for this have been considered and discounted leaving that part of the building empty.

2.9 The feasibility study has identified the potential to convert this wing into seven self-contained supported living flats for adults with a learning disability. The flats would have a separate entrance and potentially separate vehicle access.

3 Costs and funding

3.1 The feasibility studies have identified estimated total projected costs for each of the four redevelopments. If agreed, building specifications will be finalised for the individual projects and then go out to the market via the normal procurement route. To date, there has been detailed analysis of the feasibility studies but the formal tender process has not yet commenced. The project will deliver the number of units outlined in the table below:

Development	Units
Beckley Close	6
Jasmine Lodge	6
Cregg Na Ba	6
Grangemead	7
Total	**25**

3.2 The Learning Disability Supported Living capital projects will be funded from within existing Adult Social Care reserves and ringfenced grant funding, which has been held in anticipation of eligible social care transformational investment. The overall provision includes contingency and other associated costs that reflect wider building construction pressures, including inflation too. The funding sources are set out in the table below:

Social Care Capital Grant 2015/16	£1.4m
Disabled Facilities Grant 2020/21	£1.0m
COVID service reductions 2021/22 (one-off)	£0.7m
Learning Disability Reform Grant 2011/12	£3.3m
Total	**£6.4m**

4 Impact on Learning Disability Settled Accommodation performance

4.1 The national performance measure for the proportion of adults with a learning disability living in settled accommodation covers all adults with a primary support reason of learning disability support who are known to the council, who are recorded as living in their own home or with their family and therefore excludes people living in registered residential care. Living on their own or with their family is intended to describe arrangements where the individual has security of tenure in their usual accommodation, for instance, because they own the residence or are part of a household whose head holds such security.

4.2 Historically the council's performance against this indicator has remained in the lower quartile, due to the high proportion of adults with a learning disability currently supported in registered residential care. The learning disability cohort of clients does not change significantly each year, therefore, to increase performance sufficiently to move our comparative performance towards the lower middle quartile, supported living and shared lives developments need to be applied to clients already included in the measure who are currently in non-settled accommodation (ie: registered residential care).

4.3 It is not possible to achieve the desired performance improvement in one year, which is why this work is planned over the next three to four years, as it will require identification of approximately 69 people who are currently in non-settled accommodation settings who could be safely and appropriately moved to a supported living and shared lives settings following the development of more placements.

4.4 If all of the planned development activity occurs, alongside expected developments in the independent sector, performance will notably increase by 4.9% to a level close to the lower middle quartile by 2023/24 (75.6% against current threshold of 75.7%).

5 Potential Risks and mitigations

5.1 Risks inherent in the building projects will be captured in a buildings risk log. A summary of the key strategic risks is outlined below.

5.2 Approval required from NHS England

Cregg Na Ba, Beckley Close and Jasmine Lodge are subject to an NHS Capital Grant Agreement (CGA) dated 10 February 2011, as the group homes were part of a Valuing People Now portfolio transfer from Hastings Rother Primary Care Trust to East Sussex County Council. Any changes to the configuration of the buildings will require NHS England (NHSE) consent. In addition, any investment made from Council funds will be against properties with NHS charges, where a capital receipt would need to be repaid upon any sale or future change of use. Correspondence held with NHSE by the Learning Disability Commissioner, most recently on 10 January 2022, has confirmed that the development plans appear permissible and will deliver much improved accommodation and outcomes for the current occupants.

Mitigation: There are no current plans to sell or change the use of the buildings when reconfigured to offer supported living accommodation to adults with a learning disability in East Sussex. Furthermore, NHSE have confirmed that a revised CGA can be put in place to reflect the total ESCC investment following the completion of any redevelopment works.

5.3 Use of Cregg Na Ba

If ESCC do not utilise the Cregg Na Ba asset for the benefit of people with a Learning Disability in East Sussex, NHSE will assume there is no further need for resources in order to develop supported accommodation in the county and will request the property is disposed of in order to gain the capital receipt for future NHSE investments and developments.

Mitigation: Development of Cregg Na Ba into supported living is an option to be considered for adults with a learning disability as outlined in section 2.6.

5.4 Identification of potential Tenants

The anticipated impact on Learning Disability Settled accommodation performance is contingent on tenancies being provided to adults already included in the measure, and within non-settled accommodation. This could be challenging to achieve for all placements dependent upon the priority placement need of new referrals received by the specialist brokerage team.

Mitigation: A targeted project alongside the Community Learning Disability and Transitions Teams to identify clients that would both benefit from supporting living placements and have a positive impact as far as possible on the Key Performance Indicator for settled accommodation, will be initiated.

5.5 Impact on existing residents

There will be disruption caused to current residents within Beckley Close and Jasmine Lodge, as temporary moves will be required whilst building works are carried out.

Mitigation: It is proposed that Beckley Close is the first home to be reconfigured in financial year 2022-23, with one void in this service and therefore only five residents would be affected rather than six. Full consultation with residents and their families will be undertaken, involving the Community Learning Disability Team, to ensure disruption is minimised as far as possible. Furthermore, the improvement works being made will enable current residents to continue being supported in their original home when the works are complete (if that is their and/or their representatives' wishes), and Affinity Trust have prior experience of supporting residents to transfer between services when Cregg Na Ba closed in 2018.

5.6 Care Quality Commission De-Registration

The Care Quality Commission (CQC) will need to agree to a change of registration from residential care to supported living, in line with principles set out in Registering the Right Support (CQC, 2017), and Right Support, Right Care, Right Culture (CQC, updated 2021), therefore there is a risk that CQC may not approve this request.

Mitigation: The plans have considered increasing personalised areas by increasing the ensuite facilities, and Affinity Trust have previous experience of successfully deregistering services. Furthermore, the care and support model will be personalised, and tenancy agreements will be separate to care arrangements.

6 Equality Impact Assessment

6.1 A business case has been developed which includes reference to an initial Equality Impact Assessment (EqIA), completed with involvement from the care provider and from the Community Learning Disability Team. The initial analysis in the EqIA has indicated that, if the project progresses as expected, there is unlikely to be a long-term detrimental impact relating to people's protected characteristics as a result of any service model changes. A further, more detailed, equality assessment will be undertaken once the project has been agreed.

6.2 The ten people supported at the two homes that are occupied (Beckley Close and Jasmine Lodge), and their families, have been kept up to date regarding the proposals, with reassurance offered that people can move back to these services when development works are complete. However, detailed engagement with service users and families at this early stage is not appropriate, as it may cause unnecessary anxiety and concern for those involved, given their complex communication needs.

7 Conclusion and reason for recommendations

7.1 There is a need to ensure that a wide range of high quality supported living options are available to adults with a learning disability in East Sussex, alongside improving our relative performance in respect of the proportion of people with a Learning Disability in Settled Accommodation and achieving best value when developing and commissioning services for this cohort.

7.2 The proposed supported living developments will offer greater choice, control and flexibility for adults with a learning disability, ensuring that personalised support tailored to individual need is provided. This will support better outcomes being achieved for people and their families, maximising independence and offering security of tenure. The approach to care and support is well suited to driving forward the key priority areas in the Council Plan, of helping people to help themselves, as well as making best use of resources with tailored packages of care and support that can reduced over time as areas of independence are increased.

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LOCAL MEMBERS:
Councillor Phil Scott (Beckley Close); Councillor Paul Redstone (Jasmine Lodge), Councillor Kathryn Field (Cregg Na Ba), Councillor Steve Murphy (Grangemead)

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