

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 reside¹ 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 right 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 Signatoryfor the Provider

Name.....Position.....

Date

Appendix 1

Example of D2A block payment in ESCC Provider Portal

[Skip top navigation](#)

Provider web interface for KayS @

Home
Scheduled Payments
Reports
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Scheduled Payments

Financial year:
2021/2022

Contract:
[Dropdown]

- [12 Jul 2021 to 8 Aug 2021](#)
Unconfirmed
- [14 Jun 2021 to 11 Jul 2021](#)
Confirmed
- [17 May 2021 to 13 Jun 2021](#)
Confirmed
- [19 Apr 2021 to 16 May 2021](#)
Confirmed
- [22 Mar 2021 to 18 Apr 2021](#)
Confirmed

- 17 May 2021 to 13 Jun 2021 FINALISED

Start Date:	17 May 2021				Total
End Date:	13 Jun 2021				£:
		Payable			£0.00
		Non-Payable			
Status:	Confirmed				
Comment:					

Payable		Non-payable			
Cost / Income	Reason for Payment	Applicable Dates	Amount	Status	
D2A - BLOCK		2021/2022			
		(Total: £)			
Payments not allocated to a client (Total: £23692.86)					
Cost	HPP4 Nursing Short Term (Week), Block, Client Vacancy.	01/05/2021 - 16/05/2021	£		Paid
Cost	HPP4 Nursing Short Term (Week), Block, Client Vacancy.	17/05/2021 - 31/05/2021	£		Paid

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