

# Bolton Council

<b>Service</b>	<b>This Service Specification relates to the delivery of residential care in Care Homes and Care Homes with nursing</b>
<b>Commissioner</b>	<b>(1) The Borough Council of Bolton</b>
<b>Coordinating Commissioner</b>	<b>Bolton Council</b>
<b>Provider Lead</b>	
<b>Contract Term</b>	<b>Seven Years (with an option to extend for an additional three (3) years)</b>
<b>Date of Review</b>	<b>1<sup>st</sup> October 2025</b>

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## Care Home Contract Specification

### 1. Bolton Vision 2030

The people of Bolton will be involved in their own health and wellbeing with the aim of staying well for longer and in their own homes as part of a strong, connected and engaged community

Vision principles:

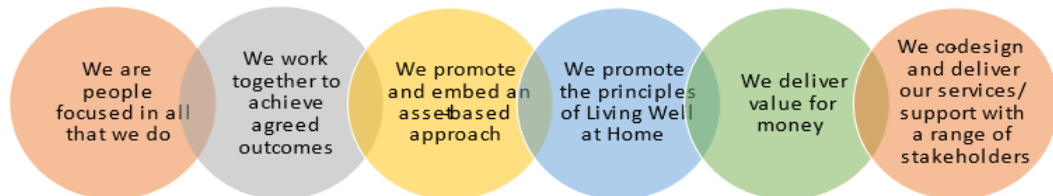
- Protecting the most vulnerable
- Reforming our services in partnership
- Inclusive growth and prosperity welcome and connected

### Strategic Context: Bolton Vision 2030



## Our working principles and approach

- Our partnership principles are:



- We will achieve our ambitions by:



## 2. Outcomes

2.1. In delivering the Services the Provider shall meet the below and provide any such evidence that the priorities have been achieved as reasonably required by the Authority:

<b>(a) Service Users enjoy a good quality of life are respected and treated with dignity</b>
<b>(b) Service Users' personal aspirations are met;</b>
<b>(c) Service Users are safe and protected from harm;</b>
<b>(d) Service Users recover from ill health and injury as quickly as reasonably possible; and</b>
<b>(e) Service Users have and retain as much independence as possible for as long as possible.</b>

## 3. Description of Services

3.1. This Service Specification relates to placements made by the Authority in Residential Care Homes and Nursing Homes.

3.2. The Authority shall purchase the Services for the benefit of each Resident as and when required through an Individual Service User Placement Agreement (ISUPA) and each ISUPA shall at all times incorporate the terms and conditions of the Contract.

- 3.3. The Provider must ensure that the Statement of Purpose relating to each Care Home, or part of a Care Home where a Resident is to be placed, fully complies with the CQC requirements, is appropriate to the Resident, and that the Provider is able to fully meet the identified care needs of the intended Resident detailed in the ISUPA.
- 3.4. The Authority provides no guarantee that any particular volume of purchasing, including any at all, will be made under the Contract.
- 3.5. The Services comprise the provision of professional care, support, assistance and accommodation to Service Users in accordance with this Specification and this Agreement more generally.
- 3.6. The Provider will deliver the Services to any Resident falling within the following Service Categories:

• <b>have a learning disability and autism;</b>
• <b>have mental health issues; including challenging behaviours</b>
• <b>have dementia; and / or</b>
• <b>have a physical and / or sensory disability.</b>
• <b>are at end of life;</b>

- 3.7. The Services do not include provision of:

• <b>continuing healthcare services which are to be provided by the NHS;</b>
• <b>any services to persons under the age of 18; or</b>
• <b>services to any person detained under the Mental Health Act 1983 with the exception of those Service Users whom the Authority has guardianship over. Individuals under section 117 aftercare can be cared for in care homes</b>
• <b>fully funding their residential and/or nursing care without public sector contribution;</b>
• <b>for which there is no ISUPA agreed between the Provider and the Commissioners.</b>

## Acceptance and exclusion criteria and thresholds

- 3.8 For Residents eligible for Funded Nursing Care Payments (FNC):
- 3.8.1 The Authority shall inform the Provider which NHS ICB is responsible for monitoring the provision of such FNC;

3.8.2 The Provider shall liaise with the relevant NHS ICB to ensure the Authority's requirements are met in terms of assessment of the Resident's needs and communication about those needs.

3.9 Each and every time the Authority requires the Provider to deliver Services to a Resident it shall enter into an ISUPA with the Provider and the Provider agrees that it shall deliver the Services in accordance with the terms of the ISUPA, which for the avoidance of doubt will incorporate the terms and conditions contained within the Contract.

## **4. Referral into Services and sources**

- 4.1. Referral into the Services shall be made in accordance with the process set out below.
- 4.2. The Authority shall request that the Provider shall undertake an assessment of an individual's care needs, making available all necessary information to enable the Provider to do so. The Provider will then ascertain if it can meet the individual's care needs.
- 4.3. The Provider shall respond to an assessment request issued by the Authority, to enable all relevant parties to establish the care needs of the individual as well as the level of risk, the skill mix of the Provider's Staff and the resources required to meet the care needs of the individual.
- 4.4. The Provider shall create the Provisional Support Plan for the individual and forward this with a statement confirming ability to meet the needs of the individual to the Authority in accordance with the following response times:
  - (a) For individuals within the "End of Life" Care Category: Within 24 (twenty-four) hours;
  - (b) For all other individuals: Within 72 (seventy-two) hours.
- 4.5. For individuals within the "End of Life" Care Category, the Provider shall take all reasonable steps to make arrangements to commence delivery of the Services within 12 (twelve) hours of the decision to deliver the Services.
- 4.6. The Authority shall review the Provisional Support Plan for the individual and agree with the Provider the appropriate level of resources required to deliver the required Services to the individual together with the associated value of the Services, which shall be in accordance with the Local Prices set out in this Specification. The Authority's Support Plan shall detail such requirements.
- 4.7. The Authority shall agree and enter into an ISUPA in accordance with Section 7 of this Service Specification. The Provider's Support Plan shall form part of the ISUPA.
- 4.8. The Authority shall develop the Authority's Support Plan in consideration of the Provider's Support Plan.
- 4.9. Following agreement and completion of the ISUPA and where the Resident is not already resident within the relevant Care Home, the Provider shall make all necessary

arrangements to transfer the Resident to the Care Home. The Provider shall not be responsible for funding such transportation; funding will be agreed on an individual basis.

- 4.10. The Provider shall ensure that a named key worker is assigned to each Resident and, where the Resident is in receipt of nursing care, the Resident is under the overall care of a named nurse registered with the Nursing and Midwifery Council. This shall be confirmed with relevant contact details to the NHS ICB.
- 4.11. The Provider shall keep the Authority advised of any changes to transfer arrangements and provide same day written confirmation that the Services have commenced under the relevant ISUPA.
- 4.12. Immediately following commencement of the Services to a Resident under an ISUPA, the Provider shall forward written notification of the care arrangements of the Resident to the Resident's GP.
- 4.13. Once a Resident has been allocated a bedroom at the Care Home the Provider shall not move that Resident to another room without the Authority's prior written consent except in cases of emergency.
- 4.14. The Authority will respond within five (5) Operational Days to any request for permission to move a Resident to another room. In the event of a room change in an emergency the Provider shall inform the Authority of the change no later than the next Operational Day.
- 4.15. The Provider shall reserve the Resident's allocated bedroom for sole use by the Resident until it is agreed by the Authority that the Placement has been terminated.
- 4.16. The Authority will regularly review the needs of each Resident in accordance with its requirements under the Care Act 2014 and the Provider shall use all reasonable endeavours to co-operate with this process.
- 4.17. The review process will involve the Service User where appropriate and all other relevant professionals and representatives.
- 4.18. The Provider shall work in partnership with the Authority to promote and encourage the participation of the Resident in any local clinical networks and national screening programmes considered by the Authority and the Provider to be relevant.

## **Re-assessments and continued eligibility**

- 4.19. In the event of a change in the Resident's needs or if the requirements of the Authority's Support Plan change, the Provider shall notify the Authority as soon as is reasonably practicable and take any action necessary to ensure the safety of the Resident.
- 4.20. Notwithstanding the above, the Resident or their representative or the Authority or the Provider may request a re-assessment by the Care Manager or CHC Nurse of the Resident's needs at any time, with such reassessment being scheduled within 5 (five) Operational Days of the request being made, or in the case of End of Life, within 24 (twenty-four) hours.

- 4.21. Associated costs of any enhanced interventions shall be agreed between the Provider and the Authority on an individual basis as per 1-1 process (see appendix 22.1)

## 5. General Standards

### Compliance with the Law and guidance

- 5.1. In delivering the Services the Provider will comply with the Law and any national guidance including, but not limited to the:

• Health and Social Care Act 2012;
• Care Act 2014;
• Mental Capacity Act 2005;
• Equality Act 2010;
• Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and Care Quality Commission (Registration) Regulations 2009 and the CQC's Guidance for Providers on meeting these regulations;
• NICE guidance for care home settings;
• CQC's fundamental standards and guidance for Care Homes; and
• National and local dementia strategies.

### CQC Registration and rating

- 5.2. The Provider shall at all times maintain a valid CQC registration.
- 5.3. The Provider shall ensure that it does not accept or provide Services to any Service User whose care needs are inconsistent with the Provider's CQC registration status.
- 5.4. The Provider shall ensure that all Services it provides are from a Care Home which is;
- (a) Registered with CQC
  - (b) Approved by the Authority in writing to be used to deliver Services under this agreement; and
  - (c) Fit for purpose, maintained to in good order and of reasonable decorative repair and general condition
- 5.5. The Provider shall ensure that itself and each Care Home operated by the Provider, and any other sub-contracted organisation, is properly registered with the Care Quality Commission (CQC) or any successor body.
- 5.6. The Provider shall immediately notify the Authority of any regulatory authority's enforcement actions, recommendations or requirements that are material to the delivery of the Services, including draft CQC inspection reports.

### General Provisions

- 5.7. The Provider shall deliver the Services to each Resident under an ISUPA, as and when required by the Authority.
- 5.8. The Provider shall inform the Authority promptly, and in writing, of any problems encountered by the Provider in delivering the Services which the Provider is unable to resolve within a reasonable period of time.
- 5.9. The Provider shall fully co-operate with the Integrated Neighbourhood Teams, Health Agencies and LCO in respect of Service Users' healthcare, support and best practice in terms of clinical oversight.
- 5.10. The Provider shall ensure that the Services shall at all times include residential accommodation and personal care to be provided in the Care Home listed in each ISUPA. Nursing care shall only be provided to a Resident if specified in the relevant ISUPA and in accordance with the requirements of CQC registration.
- 5.11. The Provider will make available to the Authority on request a copy of the Provider's written occupancy agreement and/or statement of purpose relating to the Resident's placement in the Care Home and shall ensure that nothing in that agreement shall contradict or conflict with the terms of the Contract.
- 5.12. The Provider shall at all times and for six (6) years after the expiry of the last ISUPA entered into under this Contract, keep and maintain full and detailed records relating to the delivery of the Services to each Resident and provide copies of the same to the Authority upon request.
- 5.13. The Provider shall, as required under clause 21.2 of the Terms and Conditions, take out and maintain insurances for the period ending no earlier than the expiry of the final ISUPA in operation under this Agreement:
- :
- (a) Employer's Liability Insurance to a minimum value of £10 million for any one occurrence within the limit of indemnity;
  - (b) Public Liability Insurance to a minimum value of £10 million for any one occurrence within the limit of indemnity;
  - (c) Medical malpractice coverage for treatment administered by the care home to the minimum level of £5 million for any one occurrence or confirmation provided by Providers Insurance broker/insurer that there is no medical malpractice exclusion under the public liability insurance coverage.
  - (d) Motor Insurance in respect of any transport used by its Staff and any sub-contractor(s) under the Contract;
  - (e) Any other insurance reasonably deemed necessary by the Authority and detailed in an ISUPA.
- 5.14. The Provider shall ensure that each Resident's personal belongings are included in its contents insurance cover at no additional charge to the Authority or the Resident. Residents have the option for inclusion of their personal belongings within the Providers

contents insurance or to make their own arrangements for insurance coverage for their personal effects and provide on request documentary evidence of such coverage in place on placement and annually thereafter.

## **6. Person centred care**

- 6.1. The Provider shall ensure that each Resident is permitted to define how they wish to be addressed by all members of the Provider's Staff.
- 6.2. The Provider shall ensure that all members of its Staff understand that conversations between a Resident and a Carer are vital in helping to meet each Resident's social and emotional needs. The Resident must be involved and included in any conversations that take place in their presence.
- 6.3. All support shall be delivered by the Provider in a manner which protects each Resident's dignity.
- 6.4. The Provider shall ensure that all members of its Staff maintain appropriate confidentiality in respect of each Resident, other members of Staff and the Provider as their employer.
- 6.5. The Provider shall ensure that each Resident is consulted on all matters concerning their individual support, treatment and general welfare and, where appropriate, options shall be offered and explained to each Resident.
- 6.6. The Provider will ensure that the Services are aimed at the promotion of independence of each Resident. The ethos of the Provider's approach shall always be to seek to maximise the degree of independence. The Provider will ensure that all members of Staff are adequately trained to encourage and maximise independent living.
- 6.7. The Provider will support each Resident, where possible, to learn or re-learn daily living skills, have greater choice and control of how they use support services and to improve their wellbeing.
- 6.8. The Provider shall ensure that the nutritional needs and preferences of the Service User are met in line with NICE guideline CG32 and the NICE Quality Standard QS 24. Where necessary, each Resident shall be assisted at meal times to such level as is appropriate.
- 6.9. Each Resident shall be supported by the Provider to have the same opportunities as any non resident citizen in relation to their own sexuality and personal relationships. This may include promotion and provision of information at a level suitable to the individual on sex, sexual health and personal relationships. However, this must also include safeguards to ensure each Resident is not put into vulnerable situations, for example undertaking activities that are not specified in the Authority's Support Plan for each Resident.
- 6.10. The Provider will also ensure that all members of Staff are given guidelines for recognising and responding to the abuse and exploitation of a Resident and will have a risk management approach in relation to any Resident who could be regarded as vulnerable, or abusive to others.

- 6.11. The Provider shall support each Resident in having their emotional and spiritual needs recognised within all Services provided; each Resident's individual emotional needs shall be identified, accepted and receive a sensitive response from all members of Staff.
- 6.12. The Provider shall support people who display behaviours of concern in line with an agreed positive behavioural support plan.
- 6.13. The Provider shall ensure that no photographic, visual or audio images are made of a Resident without their informed written consent (or the written consent of someone legally able to give such written consent) and that there is no use of any images of a Resident without their express written consent (or the written consent of someone legally able to give such written consent).
- 6.14. The Provider shall manage the care and related issues of each Resident and inform the Authority and next of kin or other identified persons of any change in a Resident's physical, medical or mental condition or of any change in their need for the Services (or any part thereof), such notification to take place within one Operational Day of the Provider becoming aware of the change.
- 6.15. The Provider must make a written record of a Resident's admissions to hospital on their individual file and make this available to the Authority on request.
- 6.16. Where a Resident who normally resides within a Care Home is ready for discharge following a stay in an Acute Setting the Provider shall, ideally, undertake a needs assessment to re-admit a Resident to the Care Home within twenty four (24) hours of a request being made. This is necessary to determine if the Provider is still able to accommodate a Resident. If their needs can no longer be met by the care home this would need to be confirmed in writing, including the reasons why, which would enable alternative provision to be sought.

## **7. Service description and Provider obligations**

### **The Provider shall:**

- 7.1. Ensure that in delivering the Services the necessary level of care and support is provided in accordance with the ISUPA and that all activity is accurately recorded in each Authority's Support Plan;
- 7.2. Ensure the Service is twenty four hours per day, seven days per week, and 52 weeks per year including bank holidays and that staffing levels will be appropriate to the needs of the Service Users' Individual Care Plans, including waking night staff
- 7.3. Work collaboratively with each Resident, their family and key personnel from relevant agencies in delivering the Services; this shall mean managing and using the Authority's Support Plan and ensuring such plans respond to the progress made by the Resident and their changing needs;
- 7.4. Undertake regular monitoring and reviews of each Resident, giving support, feedback and encouragement to help them regain confidence and skills;
- 7.5. Ensure that the Care Home premises and all equipment used in delivering the Services shall be fit for purpose, safe, clean and in good condition, all required maintenance and

servicing shall be carried out with the documentation to evidence being made available to the Authority on request;

- 7.6. Ensure that the Care Home's environment shall be accessible, clean; safe, suitable, and odour-free with reasonable adjustments made where required;
- 7.7. Ensure that the Care Home shall be equipped to provide appropriate services to each Resident in line with the local equipment policy (see appendix).
- 7.8. Provide suitable supportive equipment for daily living, and assistive technology;
- 7.9. Provide toiletries in an emergency situation for an individual Resident to use;
- 7.10. Make referrals to relevant agencies to provide assessment and care for those services which the Resident may require but the Provider is not expected to provide at the Care Home; any subsequent recommendations for care and support shall then be implemented;
- 7.11. Be familiar with the roles and expected functions being undertaken by other service providers and others contributing to the Services; the Provider shall inform the Coordinating Commissioner of any situation where another party is failing to undertake their expected role or function;
- 7.12. Liaise with the Resident and their relatives to encourage their involvement in the Services they receive; the exceptions to this are:
  - (a) When the Commissioner has identified in their Support Plan that this is in conflict with the needs of the Resident; and
  - (b) When the Resident has made clear that they do not want their relatives to be involved in their care.

**The Provider's responsibilities regarding Residents' possessions are to:**

- 7.13. Enable the Resident to bring a range of his or her own possessions and furniture into the Care Home, within two (2) weeks of each Resident's admission to the Care Home the Provider shall complete a written inventory of the Resident's belongings, including valuables and significant items such as jewellery, bank or building society documentation e.g. cards, share certificates, furniture, mobile phones, the Provider shall update the inventory as and when required;
- 7.14. Ensure the Resident's clothes are regularly laundered, maintained and not lost or damaged;
- 7.15. Treat every item of the Resident's property with care and respect. Any item belonging to a Resident can only be disposed of with the permission of the Resident, if they have mental capacity to make such decisions; or an appropriately authorised person if the Resident lacks capacity;
- 7.16. Ensure that, where the Provider manages the finances of the Resident, there is a separate personal account in which only the named Resident's funds are held;

- 7.17. Notify the Authority where the Provider has concerns about the management of the Resident's personal finances by a carer or other person;
- 7.18. Report to the Authority as soon as possible, any loss of the Resident's money, benefits documentation, bank cards, property or breakage of property, where appropriate the police must be informed in accordance with safeguarding policies;
- 7.19. Ensure that the Resident's personal possessions can be kept secure with lockable rooms and lockable storage space within their room and access to secure storage in a safe when required.

## **8. Residents' care, health and medical issues**

- 8.1. The Provider shall make available all required information regarding the Resident to the National Health Service and other relevant care agencies.
- 8.2. The Provider must ensure that whenever the Resident requests assistance to obtain medical attention or appears unwell and is unable to make such a request or declines medical attention, then the most appropriate form of medical assistance must be obtained as quickly as possible, having taken account of any legally authorised care preferences.
- 8.3. We expect providers to make use of a deterioration / escalation tool to support decision making and communication. This may include, but is not confined to, contacting his/her GP or the local ambulance service. The next of kin or other identified person must be notified of this as soon as possible.
- 8.4. The Provider shall use its best endeavours to ensure that, when necessary, the Resident is accompanied by a relevant person on journeys to a hospital or GP appointment or personal care services. The relevant person may be a member of the Provider's Staff, a representative from a voluntary organisation, a legal representative, a friend of the Resident, or a member of the Resident's family
- 8.5. The Provider shall ensure that, to prevent the spread of infectious diseases procedures relating to infection control are always followed, these must be in line with the latest government guidance and all members of Staff must be trained in infection control measures. These procedures shall be subject to regular audit and evidence of compliance shall be available to the Coordinating Commissioner on request.
- 8.6. In the event of an outbreak, to prevent the onward transmission of infection, the Resident may be isolated, with appropriate consent. In such cases the Resident shall be informed of the reasons for isolation and an estimate of the period of time isolation should apply must be given.
- 8.7. To comply with criterion 10 of 'The Code' (Health and Social Care Act 2008), the Provider must demonstrate it has a suitable and effective system in place to manage the occupational health needs and obligations of member of Staff in relation to infection.

8.8. The Provider shall use reasonable endeavours to encourage a high take up of clinical recommended vaccinations among members of its Staff. This is advisable to:

- (a) Encourage the health and wellbeing of their staff by engaging with early health intervention strategies within the work place, for example through the facilitation of NHS health checks and vaccinations; and
- (b) Help business continuity by preventing sickness absence amongst members of its Staff; and
- (c) Promote a healthy environment by protecting members of its Staff from infection.

The Authority will provide reasonable assistance to the Provider to support good practice in infection control.

8.9. The Provider will:

- (d) Identify priority groups for vaccination, including, though not necessarily limited to members of its Staff who are in contact with each Resident and members of its Staff whose sickness absence could compromise business continuity;
- (e) Ensure the vaccination is offered to priority groups;
- (f) Ensure the benefits of vaccination are promoted to priority groups;
- (g) Record uptake among priority groups and report this to the Coordinating Commissioner as per reporting requirements. (Local Quality Requirements of the Standard Contract).

## **Medicine management**

8.10. The Provider shall have policies, procedures and training in place to ensure the effective management of all medicines.

8.11. The Provider's medicines management policy shall include written processes that cover the following areas:

- |   |
|---|
| • <b>Ensuring that when a Resident transfers between care settings essential information about a Resident's medicines is shared with staff in the new care setting;</b> |
| • <b>Ensuring that records are accurate and up to date;</b>   |
| • <b>Identifying, reporting and reviewing medicines-related problems;</b>   |
| • <b>Keeping residents safe (safeguarding);</b>   |
| • <b>Accurately listing a resident's medicines (medicines reconciliation);</b>  |
| • <b>Reviewing medicines (medication review);</b>   |

<ul style="list-style-type: none"> <li>• <b>Ordering medicines;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Receiving, storing and disposing of medicines;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Helping each Resident to look after and take their medicines themselves (self-administration);</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Members of the Provider's Staff administering medicines to a Resident, including Staff training and competence requirements;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Members of the Provider's Staff giving medicines to a Resident without their knowledge (covert administration);</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Administering and review of medicines for each Resident with swallowing difficulties;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Members of the Provider's Staff giving non-prescription and over the counter products (homely remedies) to residents, if appropriate;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Storage, administration and safety of oxygen.</b></li> </ul>

8.12. The Provider must ensure that it has policies and procedures to ensure safe administration of medicines in line with Bolton Council's 2022 Adult Social Care Services Medicines Policy (see appendix).

8.13. The Provider's policies and procedures regarding medication management and administration shall comply with all relevant Law and Quality Standards and the guidance listed below:

- NICE Managing Medicines in Care Homes 2014  
<https://www.nice.org.uk/guidance/sc1>
- NICE Quality Standard for Managing Medicines in Care Homes  
<https://www.nice.org.uk/guidance/qs85>
- NICE Checklist for health and social care staff developing and updating a care home medicines policy: Implementing the NICE guideline on managing medicines in care homes  
<https://www.nice.org.uk/guidance/sc1/resources/checklist-for-care-home-medicines-policy-pdf-13716829>
- Care Quality Commission [Regulation 12]  
<http://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-12-safe-care-treatment#guidance>

- The Administration of Medicines in Care Homes  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/518298/Medicines\\_in\\_care\\_homes\\_A.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/518298/Medicines_in_care_homes_A.pdf)
- Guidelines on The Management of Controlled Drugs (CD) in Care Homes  
<https://www.prescqipp.info/resources/send/134-care-homes-controlled-drugs-good-practice-guide/1689-bulletin-75-care-homes-controlled-drugs-good-practice-guide>
- The Misuse of Drugs Acts, 1971, 1973 & 2001  
<https://www.legislation.gov.uk/ukpga/1971/38/contents>
- The Mental Capacity Act 2005  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/497253/Mental-capacity-act-code-of-practice.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/497253/Mental-capacity-act-code-of-practice.pdf)

8.14. The Provider shall:

- a) ensure that relevant staff are trained in the effective management of medication; and
- b) at all times comply with the Provider's policies and procedures.

8.15. The Provider shall undertake regular audits of the implementation of medicines management policies and procedures to ensure that the administration, recording and storage of medicines comply with Law and Good Industry Practice.

8.16. The Provider shall not use alternative medicine therapies except where they are approved by a clinician as being clinically effective and in the best interests of the Service User.

## **Medical devices and equipment**

8.17. For the avoidance of doubt the Provider shall be responsible for the provision of all equipment, materials and associated consumables to support the delivery of care for the care categories for which the Provider is registered.

8.18. The Service Provider will ensure that Staff are trained in assisting Service Users in the proper use of the aids. It is the responsibility of the Service Provider to secure this training.

The Service Provider will ensure that Staff can communicate with Service Users with sensory impairments.

The Service Provider will ensure that Staff are trained in the skills required for assisting Service Users who have impaired mobility and the Service Provider will endeavour to promote the independence of the Service User wherever possible.

8.19. Where the Provider considers that standard equipment it provides to meet the needs of a Resident is unsuitable for a Resident and the provision of bespoke equipment is necessary, the Provider shall notify the Authority and:

- Evidence what bespoke equipment is required and why;
- Propose a bespoke equipment solution for the Resident;
- Advise on an appropriate source and indicate the cost of the bespoke equipment.

8.20. The Authority shall then consider the proposal and notify the Provider of the decision within five (5) operational days following receipt of the request including whether the Authority agrees to reimburse the Provider for the procurement of the bespoke equipment or that the Authority will supply the bespoke equipment directly or through another commissioned service, agreeing the process to procure the equipment.

- a. In the case of the Authority rejecting the proposal on clinical grounds this will be confirmed in writing including the rationale for the decision.
- b. Where the Authority agrees to reimburse the Provider for the procurement of bespoke equipment such reimbursement shall be at cost and the Provider shall provide evidence to the Authority regarding the source and cost of the bespoke equipment.

8.21. Where the Authority agrees for arrangements to be made to provide bespoke equipment to the Provider either directly or through other services commissioned by the Authority (for example, Integrated Community Equipment Services) the Provider shall:

- a. Only use such bespoke equipment for the named Resident it is intended for;
- b. Maintain the bespoke equipment in a clean state and comply with any infection control and specialist decontamination requirements as advised by the supplier and/or the Authority;
- c. Accept responsibility for the safe use of the bespoke equipment and arrange for all necessary servicing and maintenance, the costs of such being the responsibility of the Authority;
- d. Be liable for the replacement of the bespoke equipment or the reasonable cost of repairs due to improper use by staff or where the damage is excessive, unusual or unreasonable.

8.22. The Provider shall notify the Authority when, for whatever reason, the bespoke equipment is no longer required for the named Resident, making arrangements with the Authority for transfer of the bespoke equipment into the possession of the Authority. The Provider shall be liable for the reimbursement of the cost of any bespoke equipment not returned.

## **9. Significant notifiable incidents**

9.1. The Provider shall immediately notify the Authority if any of the following occur or apply:

- (a) An inability to continue to provide part or all of the Services, for example, because of fire or damage to property;
- (b) Police actions or investigations relating to one or more Resident and the Services being provided;
- (c) Anything that relates to the welfare of a Resident and anything that falls within the remit of Bolton's "Safeguarding Adults Board Procedures Manual" which is available at: [bolton-policies-and-procedures](#)

and all notifications made under this paragraph 6.1 shall be delivered to the following email addresses: [quality@bolton.gov.uk](mailto:quality@bolton.gov.uk); and [gmicb-bol.adminchc@nhs.net](mailto:gmicb-bol.adminchc@nhs.net)

## **10. Mental Capacity Act, Deprivation of Liberty Safeguards and behaviour that challenges**

### **Mental Capacity Act 2005**

- 10.1. A Resident may fall within the provisions of the Mental Capacity Act 2005 and, in such circumstance, the Provider is required to understand its responsibilities to the affected Resident.
- 10.2. The Provider shall Inform the Authority if the Resident requires a statutory advocacy service, and make relevant referral. The Provider shall support the process of advocacy. give assistance and cooperation to any advocate appointed in respect of the Resident, including access to all relevant information held in regard to the Resident, after obtaining the Resident's consent, where possible.

Advocacy - <https://www.voiceability.org/support-and-help/services-by-location/bolton>

### **Deprivation of Liberty Safeguards (DoLS)**

- 10.3. The Provider must work in accordance with Deprivation of Liberty Safeguards (Code of Practice 2009) and the "Local DoLS guidance for the Managing Authorities," copies of this guidance are available from [dols@bolton.gov.uk](mailto:dols@bolton.gov.uk). The Provider must adhere to its responsibilities as a Managing Authority as defined by the Mental Capacity Act 2005. The Provider must follow statutory guidance on DoLS and understand when and how the Provider should make a request for a Deprivation of Liberty Safeguards' Assessment. Requests for assessments should be submitted to the relevant DoLS team dependent upon where the person is classed as Ordinarily Resident; for those Residents who normally reside within the borough of Bolton the contact address is: [dols@bolton.gov.uk](mailto:dols@bolton.gov.uk).

### **Physical intervention**

- 10.4. Where a Authority's Support Plan in respect of a Resident comprises of a physical intervention plan the Provider shall ensure that members of its Staff are appropriately trained in a non-aversive model of physical intervention that is accredited by The British Institute of Learning Disabilities (BILD). Any physical intervention including planned physical intervention contained within a Authority's Support Plan in respect of a Resident must be compliant with the Mental Capacity Act 2005, in their best interest implementing

least restrictive practice and ensuring evidence based documentation is completed. This means that the physical intervention used must be reasonable and proportionate to the danger the Resident might encounter if the physical intervention were not used. Physical intervention must only be used if it is the least restrictive intervention available and the duration of any physical intervention should be as short as is reasonably possible to maintain the safety of the Resident and/or others. Care plans/risk management must be reviewed regularly ensuring least restrictive practice is being implemented.

- 10.5. The Provider must have a physical intervention policy approved by the Authority and have a restrictive physical intervention policy pathway; any physical interventions used out of necessity/emergency must be proportionate and reported to the Authority and if any injury is sustained the Adults Safeguarding Team at the Authority. Planned physical interventions must be in accordance with the Authority's policy and the Authority's Support Plan. Bolton Council's Adults Safeguarding Team can be contacted via email at: [safeguardingadults@bolton.gov.uk](mailto:safeguardingadults@bolton.gov.uk); or securely at [safeguardingadults@gcsx.bolton.gov.uk](mailto:safeguardingadults@gcsx.bolton.gov.uk).

## **Responding to behaviour that challenges**

- 10.6. At times a Resident or their family members may display behaviour or attitudes related to the Resident's condition that could be regarded as offensive, such as dis-inhibited behaviour. The Provider is required to prepare and support its members of Staff to enable them to continue to deliver the Services to each Resident.
- 10.7. If such behaviour or attitude could be considered to require policing intervention, or present a risk to any member of the Provider's Staff or others, then the Provider should report this immediately to the appropriate authorities in order to reach an agreement about how to proceed.

## **11. Providing Palliative and End of Life Care**

- 11.1. A Resident may require Palliative and End of Life Care and in this circumstance the Provider shall offer an appropriate level of support to families and those close to the Resident.
- 11.2. The Provider shall ensure that care is well planned and coordinated with assurance of being delivered to a high standard.
- 11.3. Therefore the specific requirements of the Provider are to:
- a. Ensure that members of its Staff are aware of and understand the principles of care involved in looking after those in the last few days of their life;
  - b. Ensure that each Resident at end of life receives high quality care, delivered with compassion and competence, which is tailored to their needs and wishes;
  - c. Enable a Resident to die within the Care Home if it is their preference and this is possible to achieve;

- d. Ensure that members of its Staff have received specific training in supporting each Resident at end of life;
- e. Ensure that each Resident is able to discuss their needs and preferences with a support worker who is competent and confident in having those discussions and who understands when it is necessary to refer on to other services for additional support;
- f. Ensure the needs of carers are recognised and included in the overall approach to care delivery.

## **12. Absences, deaths and termination of placements**

### **Absences and deaths of residents**

- 12.1. The Provider shall notify the Authority immediately if a Resident is absent from the Care Home for an unplanned period such as a hospital admission. The Authority shall discuss with the Provider the viability of continuing with the relevant ISUPA. In the event that the relevant ISUPA is not terminated the Local Prices payable under that ISUPA will continue. The Care Home must contact the Authority to discuss the viability of continuing the placement every 14 days.
- 12.2. The Provider shall notify the Authority in writing as soon as reasonably possible, but within no more than four hours of a Resident being absent from the Care Home without explanation, in line with their Missing Person's Protocol. Out of usual business hours the Provider must also contact the relevant Emergency Duty Team.
- 12.3. In the event of the death of a Resident, the Provider will ensure timely notification to:
- The Resident's next of kin and/or their representative;
  - The Authority, within 1 working day and completion of the relevant Local Authority paperwork
  - The Resident's GP;
- 12.4. If a Resident who has no next of kin dies outside of normal working hours the Provider may arrange to move the Resident's body to the nominated undertaker of the Authority provided that the Resident has not made alternative arrangements prior to death. For the avoidance of doubt, nothing in this paragraph 12.3 shall oblige any party to meet any funeral expenses.
- 12.5. An ISUPA shall terminate forthwith without notice on the death of the Resident to which it relates and in that event the Care Fees shall be payable up to the date of death plus three (3) extra nights following death.

### **Termination of ISUPA for Placements funded by the Authority**

- 12.6. The Authority may terminate an ISUPA on no less than fourteen (14) nights' notice for any reason. During the period of notice the Provider shall continue to provide the Services as specified in the ISUPA.

12.7. The Authority may terminate an ISUPA under which it is the Commissioner forthwith if the Resident's financial circumstances become such that the Resident's placement at the Care Home ceases to be eligible for financial support by The Authority.

12.8. The Authority may terminate an ISUPA under which it is the Commissioner on no less than one (1) nights' (24 hours) notice for the following reasons:

<ul style="list-style-type: none"> <li>• <b>The Resident's placement at the Provider's Care Home is no longer appropriate to meet the Resident's assessed needs;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>The Authority discovers that it has been induced to enter into an ISUPA as a result of misrepresentation by the Resident or his/her representative, advocate or guardian of the Resident's needs, condition and/or financial circumstances;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>The Provider persistently breaches its obligations relating to a Resident under an ISUPA;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>A Resident no longer wishes to reside at the Care Home, for the avoidance of doubt a Resident's wishes may, where relevant, be expressed by their formal advocate;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>The Provider's or the Care Home's registration status has or is scheduled to change;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>The Care Home is closing.</b></li> </ul>

12.9. The Provider may terminate an ISUPA under which The Authority is the Commissioner by giving not less than fourteen (14) nights' written notice if the Resident's physical and/or mental condition deteriorates to a point where long term care is needed at a level which the Provider is unable to meet, having regard to the Care Home's statement of purpose. In such cases, prior to serving notice, the Provider shall request a review of needs, in liaison with the Authority and appropriate health or care professionals. In this event the ISUPA shall terminate on the expiry of the said notice or on the date that the Resident is moved into more suitable accommodation whichever shall be the later date.

12.10. The Provider may terminate an ISUPA under which the Authority is the Commissioner by giving not less than fourteen (14) nights' written notice to the Authority if in the Provider's reasonable opinion a Resident's behaviour is a danger to the Care Home, the Provider's Staff or other residents or if a Resident persistently seriously affects the well-being of other residents, provided that:

<ul style="list-style-type: none"> <li>• <b>The Provider has contacted the Resident's Care Manager, as detailed in the ISUPA, giving reasonable notice for the same to consider the issues and, where it is deemed appropriate, to arrange for further assessment of the Resident's needs; and</b></li> </ul>
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| <ul style="list-style-type: none"><li>• A meeting has been held between the Resident's Care Manager, as detailed in the ISUPA, the Provider and, where appropriate, the Resident's representative resulting in an action plan being agreed; and</li></ul>  |
| <ul style="list-style-type: none"><li>• The agreed action plan has been implemented but has failed and a further meeting has taken place between the team leader of the Resident's Care Manager and at this meeting it was agreed that there is no other option but to remove the Resident from the Care Home; and</li></ul> |
| <ul style="list-style-type: none"><li>• The said Care Manager has confirmed to the Provider that suitable alternative accommodation for the Resident is available.</li></ul>   |

12.11. The Provider shall not in any circumstances make any arrangements to discharge or relocate the Resident without the prior express agreement of the Authority, which shall not be given without all appropriate prior consultation, including consultation with the Resident and the Resident's representative.

12.12. The Provider shall not discharge a Resident from the Care Home in which they normally reside where such discharge would not be in accordance with good health and social care practice and good clinical practice.

12.13. Prior to the transfer of a Resident to another Care Home operated by another provider, such transfer having been approved by the Authority, the Provider shall:

- Liaise with the other provider to prepare an appropriately detailed and comprehensive transition plan relating to the transfer of the Resident's care. This plan will ensure that consistently high standards of care for the Resident are maintained.
- Not discharge or transfer the Resident until the transition plan has been developed is agreed with the other provider and is agreed to be ready for implementation by both the Provider and the other provider.

12.14. The Authority shall not pay the Provider the agreed price for the Services:

- With immediate effect from the day of discharge of a Resident, upon termination without notice;
- Upon termination of an ISUPA fourteen (14) days written notice to the Provider.

## **13. Record keeping, data protection and clinical governance**

### **Record keeping**

13.1. The Provider shall ensure that all members of its Staff comply with all statutory and professional obligations concerning the recording and security of information in relation to the Resident.

13.2. The Provider shall maintain records in the provision of the Services including but not limited to:

- Care needs of the Resident;
- Risk Assessments, incidents and accidents;
- Monies and valuables of the Resident;
- Activities organised by the Provider and undertaken by the Resident;
- Visitor log;
- Repairs and maintenance.
- Medicines management, including:
  - Accurate and up to date information on medication (i.e. a medication profile) for each Resident in the Authority's Support Plan;
  - Medication administered for each resident, except those self-administering;
  - Medicines that the resident stores and self-administers, following a risk assessment;
  - Medication incidents, root-cause analyses and outcomes;
  - Information from correspondence and messages about medicines, such as e-mails, letters, text messages and transcribed phone messages;
  - Ordering, receipt and disposal of medication;
- A Controlled Drugs (CD) register for recording:
  - The receipt, administration and disposal of Controlled Drugs Schedule 2, in a bound book with numbered pages;
  - The balance remaining for each product;
  - Computerised CD records where used, should comply with guidelines from the registering authority;
  - Providers must follow the relevant legislation to ensure that appropriate records about medicines are kept secure, for an appropriate period of time, and destroyed securely when appropriate to do so.

13.3. To enable review and audit of the Services provided to the Resident the Provider shall at the reasonable request of the Authority provide all necessary assistance to the to access and provide Resident Records and other relevant documentation.

- 13.4. At the reasonable request of the Authority the Provider shall make available within two (2) weeks, copies of any of the above records and any other records or information held relating to the provision of the Services. The Provider shall ensure that the above requirements at all times comply with responsibilities related to Resident consent and the law.

## **Provider Portal**

- 13.5. As part of the Authority's approach to making best use of Digital technology it is a mandatory requirement for the Provider to be signed up and regularly using the Authority's Provider Portal. N.B. The Authority will cease to provide postal copies of remittance advices from September 2023

## **Data Security Protection Toolkit - General Responsibilities**

- 13.6. The provider must nominate a Data Security and Protection Lead for their organisation. Information on what the responsibilities of this person are can be found here: <https://www.digitalsocialcare.co.uk/resource/data-security-and-protection-responsibilities/>
- 13.7. The provider must ensure that the Co-ordinating Commissioner is kept informed at all times of the identities and contact details of the Data Security and Protection Lead.
- 13.8. The provider may also have nominated additional roles for their organisation, for example a Data Protection Officer or a Caldicott Guardian. Information on the responsibilities of these roles can be found here: <https://www.digitalsocialcare.co.uk/resource/data-security-and-protection-responsibilities/>. If so, the provider should ensure that the Co-ordinating Commissioner is kept informed at all times of the identities and contact details of these roles.
- 13.9. The Provider must complete and publish an annual self-assessment in accordance with and comply with the Data Security and Protection Toolkit ("the Toolkit") produced by NHS Digital to a minimum of 'Standards Met' by 30th June each year. This enables health and social care organisations to assess themselves against the National Data Guardian's Data Security Standards. The Service Provider shall ensure that Personal Data is processed in accordance with its annual DSPT submission. For the avoidance of doubt, this Clause applies even if a notification is not required under the GDPR.
- 13.10. The Provider must adopt and implement the National Data Guardian's Data Security Standards and must comply with further Guidance issued by the Department of Health and Social Care, NHS England and/or NHS Digital pursuant to or in connection with those standards. The Provider must be able to demonstrate its compliance with those standards in accordance with the requirements and timescales set out in such Guidance.

## **Contract Monitoring**

- 13.11. In order to monitor the Agreement and assess the quality and performance of the service being delivered, the Authority may request evidence of a current Toolkit submission to the minimum of 'Standards Met' on an annual basis.

## **Data protection**

- 13.12. For the purposes of the Contract, the definition of Data Protection Legislation within the Definitions and Interpretation section of the General Conditions shall be read as if the reference to the DPA 1998 has been omitted.
- 13.13. The Provider shall at all times during the Contract comply with and maintain Personal Data and Special Category Data (as defined in the Data Protection Legislation) in accordance with the Data Protection Legislation.
- 13.14. The Provider shall, if required under an ISUPA, enter into a data processor agreement with the Authority, on such terms and conditions as agreed between the parties.
- 13.15. The Provider shall comply with the Data Sharing Schedule, Schedule 6 (Contract Management, Reporting and Information Requirements) to the Particulars, in respect of any Personal Data or Special Category Data to be shared under the Contract or an ISUPA.
- 13.16. In the event that the Provider is a Data Controller the Provider shall at all times be responsible to third parties for any Personal Data and Special Category Data held, including the individuals to whom the Personal Data or Special Category Data relates and the Provider shall at all times during the Contract Term have appropriate data protection and information security policies in place which demonstrate how the Provider will meet its responsibilities under the Data Protection Legislation.
- 13.17. On expiry of each ISUPA, or earlier termination, the Provider shall immediately provide to the Authority written details of all Personal Data and Special Category Data held by the Provider relating to the Resident subject to the ISUPA and the Data Sharing Schedule. The Provider shall then transfer to the Authority all Personal Data and Special Category Data requested in writing by the said Commissioner. Personal Data and Special Category Data shall be transferred in a secure manner in compliance with Data Protection Legislation, the Data Sharing Schedule and any reasonable instructions issued by the Commissioner detailed in the ISUPA, including instructions relating to timescales. Where legally required to do so, the Provider shall be responsible for obtaining any individual consents needed to lawfully transfer Personal Data and Special Category Data.
- 13.18. The Provider shall indemnify and keep indemnified the Authority against any Losses whatsoever incurred in respect of or in any way arising directly out of a breach by the Provider of its data protection obligations.

## **Governance**

- 13.19. The Provider shall:
- a. Establish systems and procedures of clinical governance that promote continuous improvement in the provision of quality of health and social care
  - b. Safeguard high standards of care by creating an environment in which health and social care continues to develop.
  - c. Maintain on an ongoing basis a Resident Record which details, in English, all the care provided to the Resident in accordance with and to evidence delivery of the Authority's Support Plan.

- d. Maintain a signatory register which includes the names, designations and signatures of all Staff involved in the provision of care.
- e. Ensure that all documentation is completed in accordance with the relevant Code of Practice, and CQC regulations.
- f. Ensure that senior management undertake regular and routine audits of the standard of documentation maintained by Staff.
- g. Have processes in place to maintain effective links with local NHS Community Services. There is an expectation that the provider will actively participate in Multidisciplinary Team (MDT) meetings for the benefit of their residents.

## 14. Workforce

### 14.1. The Provider will ensure that:

- a. Safe recruitment practices are in line with schedule 3 of the Health and Social Care Act 2014 - [The Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2014 \(legislation.gov.uk\)](#)
- b. It has a clear programme of induction and training relevant to the Services which it delivers;
- c. They endeavour to pay all members of staff over the age of 18 the Real Living Wage
- d. All members of Staff satisfactorily complete an induction programme within the first twelve weeks of employment in line with the recommendations relating to the Care Certificate set by the Skills for Care, or any successor body, and requirements of the CQC, or any successor body;
- e. The Care Certificate complements and does not replace the in-service specific induction undergone by new staff;
- f. The Registered Manager assures Staff competence is assessed in the workplace;
- g. The Registered Manager advises all members of Staff when they have been deemed competent in all standards and have completed the Care Certificate;
- h. Members of its Staff do not undertake unsupervised tasks for which they have not been assessed as competent;
- i. All training, including learning outcomes, is fully and clearly recorded for every member of its Staff;
- j. Details of Clinical Staff registration status are recorded;
- k. Records are kept regarding all members of its Staff, including:

<ul style="list-style-type: none"> <li>• <b>Staff numbers employed and whether the employee is contracted permanently or through an agency;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Staff turnover rates;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Timesheets;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Signature register.</b></li> </ul>

- I. The following educational updates are refreshed within the timescales given below:

<ul style="list-style-type: none"> <li>• <b>Fire safety: every year</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Moving &amp; handling: every two (2) years</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Infection prevention &amp; control: every two (2) years</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Safeguarding: every two (2) years</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Administration of medication: every year.</b></li> </ul>

## 15. Involving Residents and dealing with complaints

- 15.1. The Provider shall deliver Services which focus upon ensuring the best possible outcomes for the each individual Resident.
- 15.2. The Provider shall ensure that it arranges regular collective Resident and/or relatives meetings; these must take place a minimum of three (3) times annually. The meetings will be recorded with a copy of the minutes available to Quality Assurance when requested.
- 15.3. The Provider shall undertake a satisfaction survey amongst Residents at least every 12 (twelve) months in regard to the provision of the Services. The Survey shall include a section where each Resident or their representative can provide suggestions for improvement to the Services. A summary of the survey results shall be made available to Quality Assurance including details of actions that the Provider plans to take in light of the survey results and when such actions will be taken.
- 15.4. The Provider will address all concerns, potential and actual complaints as early and fully as possible and in ways that minimise the opportunities for escalation and continuing dissatisfaction.
- 15.5. The Provider must notify Quality Assurance of all complaints, including their response, and adhere to local complaints policy and procedure, working with Bolton Council Complaints Team when required to achieve resolution (this includes but not limited to

complaints relating to any member of staff engaged in service performance under an ISUPA).

- 15.6. The Provider shall make available to the Quality Assurance a written report on each and every reasonable and unduplicated complaint (from whatever source) within 20 Operational Days of the receipt or notification of the complaint, giving details of the complainant and on any action taken in respect thereof.

## 16. Quality Assurance and Contract Monitoring

The provider will be expected to support the Authority to meet the outcomes of the Bolton 2030 vision; and service specific outcomes underpinning the Vision as detailed in this service specification.

Overall assurance reviews as to the achievement of said service outcomes and KPIs will be through quarterly monitoring sessions and will include key stakeholders from both the Authority and provider.

To support this, the successful contract provider will work with the Authority's Commissioning and Quality Assurance leads during the contract mobilisation period to confirm the reporting methods to be utilised; this will include the use of a suite of tools to support effective evidence-based monitoring in line with Bolton Council's Quality Assurance Framework



The Authority believes that good communication is an essential aspect of good contract performance. The Authority and the Provider shall maintain this through regular contact,

# Bolton Council

via telephone or in person, and the quarterly monitoring sessions which will enable the Authority and Provider to work constructively together to resolve any problems arising.

Information relating to the quarterly monitoring activity will be sent through to [quality@bolton.gov.uk](mailto:quality@bolton.gov.uk)

The Authority reserves the right to implement further monitoring measures which will be piloted during the first year.

## 17. Fees

### Fee Rates Applicable

- 17.1. Standard Fee Rates (In Borough Placements) – The Authority has a list of Standard Fee Rates that will apply to the majority of placements made in Care Homes (In-Borough). These rates are subject to Annual Review and Consultation. *(Providers will be required to provide open book accounting information as an integral part of the consultation process)*. Details of current applicable Standard Rates are detailed in the Appendix of this specification and a revised schedule of Standard Rates will be sent to providers following any review.
- 17.2. Once the Standard Authority Rate for any financial year is confirmed, then the Provider may, within the following six weeks, make a request to the Authority to amend any existing Third Party Top Up. Each request will be considered on a case by case basis and will require agreement by all parties. In the event that the Authority agrees to amend the Third Party Top Up, the change will take effect on a Monday.
- 17.3. Standard Fee Rates (Out of Borough Placements) – When making a standard placement in a Care Homes outside Bolton, the Authority will match the Standard Rates published by the Host Authority where the Care Home is registered. These rates will be automatically uplifted in line with any annual increase in the Host Authority rate. The fee rate agreed for any placement will be documented in a separate contract schedule
- 17.4. Non-Standard Fee Rates – For more complex / non-standard placements Providers may be requested to complete an open book accounting pro-forma giving a full breakdown of how the cost of placement has been calculated. The pro-forma will need to be returned to the Authority by a specified date. The same open book accounting pro-forma may need to be provided to the Authority when requesting any annual increase in the rate.

### Top Up Agreements

- 17.5. The Authority cannot confirm any Top-up Agreement until the following has been completed:
  - a. It has been confirmed that the person is not self-funding subject to the full financial assessment taking place.
  - b. An assessment of the Third Party's financial circumstances to check that they are willing and able to maintain the top up for at least three years.

- c. Where a First Party top up is required to be added to a Deferred Payment Agreement, a financial assessment based on available equity in the property value to check the ability to pay the top up for at least three years.
- d. A Top-up Agreement signed by the Third or First Party, The Authority and the Care Provider.

17.6. Where the Authority is not able to agree to the requested top up payment, the provider will be approached to see if they are able to agree a reduction in the top up to a lower affordable level.

17.7. If it is not possible to reach an agreement the Authority will not agree to arrange the care and support in the preferred accommodation. The Authority will advise why it has not been able to meet the choice and will attempt to offer alternative accommodation.

## **18. Local Provisions**

### **Partnership**

18.1. Nothing in the Contract will create any joint venture or partnership between the Commissioner and the Provider, and the Commissioner shall not be liable for any actions, costs, proceedings, claims or demands arising out of delivery of the Contract.

### **Agency**

18.2. Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as being the agent or servant of the Commissioner otherwise than in circumstances expressly permitted by the Contract.

## **19. Self-funding residents**

19.1. The following paragraphs 19.1 to 19.3 shall only apply where a resident is placed within a Care Home situated within the borough of Bolton.

19.2. Prior to accepting a resident on a privately funded basis, the Provider shall:

- a. Give advice, including the fact sheet published by the Authority for self-funding care home residents, to ensure self-funding residents are claiming all financial assistance that they are eligible for.
- b. Advise self-funding residents to ensure they understand their commitments and that a resident may no longer be able to stay in a particular care home if they are no longer able to fund their own care.

19.3. In the event that the Provider agrees to accommodate a resident on a privately funded basis and it is later discovered that the resident would have been eligible to receive Services funded by the Authority from either the commencement of their placement or later:

- a. The Provider shall refund to the resident all fees paid from the date that the Authority informs the Provider that the individual became eligible to receive the Services funded by the Authority; and
- b. The Authority shall pay to the Provider the Local Prices which would have been payable had the resident's placement been made under an ISUPA. Under no circumstances shall the Authority pay to the Provider the amount which the resident had agreed to pay on a privately funded basis (including any Additional Costs agreed).

## 20. Nursing Specification

- 20.1. In addition to the overarching specification Nursing homes need to adhere to the requirements below.

### Registration and Workforce

- 20.2. Where the Resident is in receipt of nursing care, the Resident is under the overall care of a named nurse registered with the Nursing and Midwifery Council. This shall be confirmed with relevant contact details to the NHS ICB.
- 20.3. The Resident or their representative or the Authority or the Provider may request a re-assessment by the Care Manager or Continuing Health Care (CHC) Nurse of the Resident's needs at any time, with such reassessment being scheduled within 5 (five) Operational Days of the request being made, or in the case of End of Life, within 24 (twenty-four) hours.
- 20.4. Where a Resident requires or is currently receiving Nursing Care the Provider must ensure the relevant Integrated Care Board (ICB) is informed of any changes to the Resident's care needs. This includes new placements, discharge or the death of a Resident. This is also required for any ISUPAs where the Commissioner is the Authority and the Resident is in receipt of Funded Nursing Care (FNC).
- 20.5. The Provider shall fully co-operate with the Integrated Neighbourhood Teams, Health Agencies and LCO in respect of service users healthcare, support and best practice in terms of clinical oversight.
- 20.6. To enable review and audit of the Services provided to the Resident the Provider shall at the reasonable request of the Authority provide all necessary assistance to the to access and provide Resident Records and other relevant documentation. In the case of nursing and healthcare records, the Provider shall only make these available to a healthcare professional.

### Equipment

- 20.7. Registered Nursing Homes are required to supply the equipment below and the Provider shall meet the cost of providing this equipment. The requirement for the equipment below shall apply only to nursing care placements in Registered Nursing Homes.

20.8.

Category of need	Items
Continence	<ul style="list-style-type: none"> <li>Provision of disposable continence products where indicated as being in accordance with the Authority's local protocol on continence management.</li> </ul>
Mobility	<ul style="list-style-type: none"> <li>Beds which are height adjustable / variable hospital bed where clinically indicated including providing beds.</li> <li>Slide sheets (one per Service User).</li> <li>Hoists, Standing Hoists.</li> <li>Hoist Slings (one per Service User).</li> <li>Handling belt.</li> <li>Transit wheelchairs.</li> <li>Over-bed trolley tables.</li> <li>Bed-rails and protectors.</li> <li>Bathing equipment including bath hoists and shower chairs.</li> <li>Scales and hoist scales.</li> <li>Grab rails.</li> </ul>
Skin	<ul style="list-style-type: none"> <li>Pressure relieving devices including beds, mattresses, overlays and chair cushions.</li> <li>Chairs of a variety of styling and heights.</li> </ul>
Elimination	<ul style="list-style-type: none"> <li>Commodes and commode chairs.</li> <li>Bed pans, urinals (male and female).</li> <li>Raised toilet seats.</li> </ul>
Respiratory Support	<ul style="list-style-type: none"> <li>Ventilators.</li> <li>Nebulisers.</li> <li>Suction machines and catheters.</li> <li>Tracheostomy</li> <li>Oxygen.</li> </ul>
Assistive Technology and Maintaining a safe environment	<ul style="list-style-type: none"> <li>Communication aids and signs for impairment needs including hearing, visual and cognitive.</li> <li>Call systems with accessible alarms.</li> <li>Bed, chair and tap/bath/shower sensors, fall sensors.</li> <li>Phone / door flashing lights.</li> <li>Door alarms/sensors.</li> <li>Telecare technology.</li> <li>Wander alarms.</li> <li>Pressure mats/pads.</li> <li>Crash mats.</li> <li>Evac chairs.</li> </ul>
Nutrition	<ul style="list-style-type: none"> <li>Adaptive cutlery and crockery.</li> <li>Non slip mats.</li> <li>Feeding cups.</li> <li>Naso-Gastric (NG) tube,</li> <li>Percutaneous Endoscopic Gastronomy (PEG) tube</li> <li>Consumables for the administration of prescribed enteral or sip feeds in line with local Commissioner</li> </ul>

Category of need	Items
	Protocol and arrangements. Any enteral or sip feeds should be prescribed following a dietetic/nutritional review and reviewed on a regular basis.
End of life care:	<ul style="list-style-type: none"> <li>• Syringe drivers and consumables.</li> </ul>
Emotional and social needs:	<ul style="list-style-type: none"> <li>• Access to local / onsite amenities.</li> </ul>
As required medication to treat minor ailments under the homely remedies banner – NICE guidance SC1 managing medicines in care homes	<ul style="list-style-type: none"> <li>• Paracetamol.</li> <li>• Throat lozenges.</li> <li>• Cough medicine.</li> <li>• Indigestion remedies.</li> <li>• Laxative.</li> </ul>

## Enhanced intervention and observation

- 20.9. The Provider shall contact the Authority in writing to provide details of the rationale for enhanced observation within 24 (twenty-four) hours of the increased observation being put into place including the associated resource implications and costs, which shall be agreed on an individual basis.
- 20.10. Where increasing needs of a Resident mean an enhanced intervention may be required, the Provider shall explore appropriate options including;

<ul style="list-style-type: none"> <li>• <b>Assistive equipment;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Use of Monitoring Systems</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Increased training of Staff;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Appropriate referral to NHS professionals;</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Use of ABC charts</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Enhanced carer / nursing skills; and</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>A review of the appropriate deployment of current carer / nursing skills to support the Resident's needs.</b></li> </ul>

- 20.11. The Authority shall respond to the Provider within 1 (one) Operational Day of receipt of written details under 9.20 above to confirm:

20.11.a.1. Acceptance of the need for and resourcing of enhanced observation; or

20.11.a.2. Rationale, including where relevant the clinical basis, why the enhanced observation is not considered to be appropriate and is not supported.

20.12. Where a Resident has required and received enhanced observation for seven (7) consecutive days, the Authority shall request that a comprehensive review of the Resident's needs be undertaken and that a written report with supporting evidence be provided to the Authority within seven (7) days of the request with copies being provided to the Resident or representative as appropriate.

20.13. Where the Resident no longer requires enhanced intervention, the Provider shall notify the Authority immediately and any agreed additional funding shall cease.

20.14. Associated costs of enhanced interventions shall be agreed between the Provider and the Authority on an individual basis as per 1-1 process (see appendix)

## 21. Dementia High Needs Specification

21.1. The Authority will fund Dementia High Needs placements in approved units. The Provider must meet the set requirements to be a Dementia High Needs Provider. The details are set out in Appendix 22.3.

## 22. Appendix

### 22.1. One to One Process –



One to One Care  
Home Funding.pdf

### 22.2. Equipment Policy –



Equipment in Care  
Homes - Sept 22 final

### 22.3. Dementia High Needs



Dementia High  
Needs Criteria.pdf

### 22.4. Bolton Council's 2022 Adult Social Care Services Medicines Policy –

<https://www.bolton.gov.uk/downloads/file/1594/medicines-management-policy>

22.5. **Bolton Standard Care Fees –**

<https://www.bolton.gov.uk/adult-social-care/care-homes>



Care Home Fee Letter  
March 2023.pdf

22.6. **1<sup>st</sup>/3<sup>rd</sup> Party Top Up Policy** – *This is currently still being developed and Providers will be consulted further regarding this policy.*

22.7. **Bolton Safeguarding Adults Board Multiagency Safeguarding Policy -**

<https://www.bolton.gov.uk/downloads/file/2787/bolton-policies-and-procedures>

## **ANNEX 1 - Additional definitions and interpretation**

The following additional definitions relate to this Service Specification and have not been defined elsewhere;

**“Access Duties”** the legal duties which the Authority is under which require the release of information under FOIA or the EIR or any other applicable legislation or codes governing access to information.

**“Acute Care Setting”** shall refer to a setting, usually a hospital, where an individual receives medical care to treat a serious injury, illness or medical condition. It may also be to enable recovery following surgery. The duration of the care is short term.

**“Additional Costs”** describe the cost of residential care when the service user chooses to stay in accommodation that costs more than the amount specified in the personal budget. The difference between the personal budget and the total cost of care are the Additional Costs, these must be paid by a Third Party.

**“Assessed Contribution”** shall mean the financial contribution payable by the Resident for the Services, as determined following a financial assessment carried out by the Authority.

**“Bolton Council”** shall mean The Borough Council of Bolton.

**“Business Continuity”** shall mean the ability to maintain operations and services in the face of a disruptive event.

**“Business Continuity Exercise”** shall mean an activity in which the Business Continuity Strategy is rehearsed in part or in whole to ensure that the same contains the appropriate information and produces and achieves the desired result when put into effect.

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**“Business Continuity Strategy”** shall mean the strategy to be developed and implemented by the Provider which details how the Provider will ensure its recovery and continuity in the face of a disaster or other major incident or business disruption

**“Care Home”** shall mean a care home which is:

(a) located in England or Wales and registered as a residential care home or care home with nursing under the provisions of the Health and Social Care Act 2008; and

(b) registered with the CQC as being operated by the Provider

**“Care Manager”** is the officer designated by the Authority who is responsible for each Commissioner’s Support Plan, organising care and carrying out reviews to ensure the Resident is receiving the right care that meets his/her requirements.

**“CCA”** shall mean the Civil Contingencies Act 2004.

**“Care Quality Commission (CQC)”** shall mean the independent regulator of health and social care in England.

**“CHC Nurse”** shall mean a nurse registered with the Nursing and Midwifery Council trained in assessment of eligibility for CHC or FNC funding.

**“Commissioners’ Medicine Management Policy”** shall mean Adult Social Care Services PPD (08)16 Medicines Policy v7

**“Commissioner’s Support Plan”** shall mean the support plan for each Resident developed by the Commissioner detailing the Resident’s care and support needs throughout a Resident’s placement in a Care Home, which support plan shall be developed in consideration of the Provisional Support Plan and the Provider’s Support Plan.

**“Continuing Health Care (CHC)”** shall mean care funded fully by the NHS and free at the point of delivery to Residents. The awarding of CHC is subject to a nursing assessment to determine needs and regular review. CHC may be withdrawn following a review or assessment that a Resident user is no longer eligible to receive it (although this decision is subject to appeal).

**“Contract”** shall mean the General Conditions, the Special Conditions, the Particulars (incorporating this Service Specification, any ISUPA entered into and any documentation specified as forming part of the Contract and documentation agreed between the Commissioners and the Provider under the Contract.

**“Controlled Drugs”** shall mean prescription medicines that are controlled under the Misuse of Drugs legislation (and subsequent amendments). These medicines are called controlled medicines or controlled drugs. The Misuse of Drugs Regulations 2001 has a full list of controlled medicines.

**“Dementia High Needs”** shall mean a Resident who has been assessed by an appropriate clinician and deemed to need specialist dementia residential or nursing care in a dedicated Dementia High Needs unit.

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**“Dementia High Needs Care”** shall mean the type of residential care provided to residents placed in Dementia High Needs Units; residents must meet the eligibility criteria to qualify for placement in this specialist care.

**“End of Life Care”** shall mean support for people who are in the last months or years of their life.

**“Exempt Information”** shall mean any information or class of information (including but not limited to any document, report and contract or other material containing information) relating to this Agreement or otherwise relating to the Provider which falls within an exemption to FOIA (as set out therein).

**“Funded Nursing Care (FNC)”** shall mean the proportion of fees paid to a nursing home to cover nursing costs where the residential element of a Resident’s care is paid by the Local Authority (or by the Resident themselves).

**“Funding Without Prejudice”** shall mean the act of providing funding for a Residential or Nursing Home placement for the purposes of discharging a Resident safely from an acute setting in order that further assessments can be carried out (either CHC assessment or financial assessment).

**“Host Local Authority”** shall mean the local authority with adult social care duties and within which the care home is situated.

**“ISUPA”** shall mean a placement agreement entered into by the Provider and Commissioner in accordance with the terms of the Contract, under which the Provider agrees to provide the Services (or any part) to a Resident.

**“Integrated Care Board (ICB)”** shall mean a statutory NHS organisation which is responsible for developing a plan for meeting the health needs of the population, managing the NHS budget and arranging for the provision of health services in a geographical area. Integrated care boards (ICBs) replaced clinical commissioning groups (CCGs) in the NHS in England from 1 July 2022.

**“Managing Agent”** shall mean that where restraints and restrictions are in put in place as part of the care of a person living in a care home it may be that the person subject to them is being deprived of their liberty; they may therefore need to be placed under Deprivation of Liberty Safeguards (DoLS). When Deprivation of Liberty Safeguards are in place the Provider managing the care home is referred to in the Mental Capacity Act as the Managing Authority.

**“Medical Malpractice”** shall mean an event where a healthcare professional fails to provide appropriate treatment, take appropriate action, or gives substandard treatment that causes harm, injury, or death to a person.

**“Mental Capacity Assessment”** shall mean an assessment under the Mental Capacity Act 2005 of a Resident’s ability to make his or her own decisions prior to the delivery of any care or treatment where there is a reasonable belief that a Resident lacks capacity (the process is defined here: <https://www.scie.org.uk/mca/practice/assessing-capacity/>).

**“Nursing Care”** shall mean the provision of care to Residents residing in Care Homes which is a service provided by the relevant NHS body under section 2 of the National Health Service Act 1977.

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**“Nursing and Midwifery Council”** the organisation responsible for regulating nursing and midwifery.

**“Ordinarily Resident”** shall mean the area where a person normally resides. This is important in social care for determining which local authority is responsible for meeting a person’s care and support needs. For people living in a care home setting this will be the local authority for the area in which they normally resided prior to going into the care home.

**“Palliative Care”** is part of End of Life Care; for those with an incurable illness, palliative care involves making the patient as comfortable as possible, including managing pain and other distressing symptoms.

**“Provider’s Support Plan”** sets out a Resident’s care and support needs as recorded by the Provider; it will identify assessed care needs and incorporates the Risk Assessment.

**“Provisional Support Plan”** means the support plan created during the initial assessment of an individual. It will be updated and expanded to make the Provider’s Support Plan following admission to the Care Home.

**“Registered Nursing Home”** shall mean a care home which is registered with the CQC under Schedule 1 of the Health and Social Care Act (Regulated Activities) Regulations 2014 to provide nursing care.

**“Resident”** shall mean an individual in direct receipt of the Services.

**“Resident Records”** shall mean the detailed and accurate records which the Care Home is required to maintain detailing care plans, medical conditions, health care and medications for each Resident, including the Provider’s Support Plan.

**“Risk Assessment”** is a written document for an individual Resident with the purpose of identifying and managing risks which could cause harm or injury to the Resident, or impair their wellbeing, it considers their and health and care requirements.

**“Statement of Purpose”** is required by the CQC for all regulated activities, it must include the Provider’s aims and objectives, details of the services provided, the needs the service meets, contact details, the service’s legal entity and set out the places where services are provided.

**“Third Party”** is a friend or relative who signs an agreement to pay Additional Costs for a person living in residential care.

**“Total Care Home Price”** shall mean the total amount chargeable by the Provider, on a privately funded basis, for each placement in a Care Home.

**“Total Weekly Cost”** shall mean the total fees payable every week for the individual care home placement, including any Additional Costs.