

Contracting for Services – Guidance for Care Managers and Brokers

5. Individual Support

The term “Individual Support” covers those services which provide care and support which is not required to be registered under the Care Standards Act 2000.

Since 2003 DCC has had “Supporting People” contracts with a range of providers of housing-related support services. Some of these are “Accommodation Based” services, where DCC pays for support to be provided to tenants in a particular supported accommodation scheme, within an agreed price range. Others are “Floating Support”, which are usually block contracted arrangements for a specified volume of service to be delivered to people living outside of specific schemes. Service users are able to access Supporting People-funded places via each provider’s specific access arrangements.

The need to purchase non-registerable care and support services where no Supporting People-funded places are available has led to the setting up of “Enabling” contracts. The arrangements for purchasing “enabling” are described below.

However, the ACS Directorate has made the decision that all support and enabling services will be badged as “individual support”, not least because there are a number of different definitions of “enabling”, and an identified need to purchase such services through clearly defined arrangements. For these reasons, the guidance below is interim, and will be updated in due course.

N.B. This guidance should be read in conjunction with Section 1. Overview.

5.1 Purchasing Arrangements

“Enabling” is the term used to describe services provided for the purpose of developing or sustaining a person’s capacity to live independently. They are the equivalent of “support” services purchased under Supporting People funding arrangements.

Enabling placements with independent sector providers are generally made under pre-placement agreements, i.e. “spot” purchasing arrangements.

There is currently no requirement for enabling service providers to be Registered under the Care Standards Act 2000.

5.2 The Pre-Placement Agreement or Block Contract

The contract template used for enabling services under spot purchase arrangements is the **Enabling Services Spot Purchasing Agreement (Adults)**.

When the Procurement & Contracts Team are made aware that a care manager/broker wishes to make an enabling placement with a provider with which DCC does not already have a contract, or is notified of a change of ownership of an enabling service organisation, they will send out a pre-placement agreement, together with a return form which the proprietor signs and returns to confirm that they agree to Devon County Council’s terms and conditions of contract.

There are currently no block purchasing arrangements for enabling services.

Before making a placement in an enabling service, the care manager/broker must ensure there is a PPA in place with the provider. Where this is not the case the Procurement and Contracts Team must be provided with the details of the provider, in order that a PPA and return form can be sent to the provider.

5.3 The FACE Care Plan

For each individual service user placed in an enabling service, a FACE Care Plan must be commenced by the care manager and completed by the broker.

The period of the contract should be worded “until further notice”, except where the enabling service provision is time limited with a definite end date which should be entered.

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The FACE Care Plan should be completed on a gross payment basis with the service user contribution being collected by Devon County Council. Only in exceptional circumstances should a net payment arrangement be set up.

Each FACE Care Plan for enabling services must include the following wording:

“Where this FACE Care Plan form is sent to the named Service Provider for the purpose of Commissioning a service, the Service shall be delivered by the Service Provider in accordance with the conditions of the Enabling Services Block or Spot Purchasing Agreement and the terms are deemed to be incorporated in this FACE Care Plan”.

The FACE Care Plan does not need signatures. Authorisation to spend is in line with the scheme of delegation for the ACS Directorate and is achieved electronically.

Where there are changes to the assessed needs of a service user which result in a new care plan being written, or there is an agreed change to the contract price, a new FACE Care Plan must be completed. A cessation letter from the broker is necessary for temporary cessation of care or to record permanent cessation of service.

The broker passes the FACE Care Plan to the broker support clerk, who distributes copies of the form as follows:

- Service Provider
- Service User or their representative
- CareFirst system authorisation, then forward to office for placing on service user's file

5.4 Price

In the case of spot contracts the unit price will be negotiated on a case-by-case basis by the care manager or broker.

In the case of block contracts the unit price will have been submitted as part of a tender or agreed between the commissioning manager and the service provider and will be shown in the contract. This is the figure which should appear on the FACE Care Plan.

5.5 Selecting the Enabling Services Provider

Factors which the care manager may consider when selecting an enabling service provider are as follows:

- Whether the enabling services provider has the capacity to provide the service;
- The provider's ability to meet the assessed needs of the service user;
- Price;
- Geographical location;
- Any specialist requirements in which the provider has an expertise.

Service users do not have the right to select their enabling services provider, unless they apply for, and are assessed as eligible to receive, a Direct Payment.

5.6 Terminating an Individual Contract

The contract requires that both Devon County Council and the enabling service provider give at least two days notice if they wish to terminate an individual contract. Notice must be given in writing.

If the service user dies, the individual contract ends immediately, but whichever party (DCC or the provider) which first becomes aware of the death must notify the other straight away.

In certain circumstances (such as violent or disruptive behaviour by the service user) the individual contract may be ended by giving one day's notice.

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Procurement & Contracts Team 7/07