

## Contracting for Services – Guidance for Care Managers and Brokers

### 9. Live-In Care Packages

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

#### 9.1 Purchasing Arrangements

A 24-hour “live-in” care package may be arranged where this has been identified as necessary to meet the assessed needs of the service user. A Continuing NHS Health Care Assessment must be undertaken by a qualified NHS staff member, and appropriate funding responsibility agreed prior to any contract for 24-hour live-in care being agreed. In addition, eligibility for Independent Living Fund must be assessed prior to the service being contracted.

Consideration should always be given to whether it is more appropriate to encourage the service user to take up a Direct Payment for the purchase of this type of service.

In the event that a 24-hour “live-in” care package is required, the broker should:

- (1) contact the **block contracted** personal care provider for the relevant area;
- (2) if they are unable to provide the package, contact the **select list spot contracted providers** for the relevant area;

if they are unable to provide the package, contact any block contracted or select list spot contracted providers **in neighbouring areas** to see if they are able to provide the package.

**If none of the providers referred to above can assist**, it is permissible to approach a provider that specialises in providing 24-hour “live-in” care. The Procurement and Contracts team holds details of the providers that it has been informed can provide this service, and which have been subjected to the following checks:

- (1) that the provider is registered with CSCI as a provider of personal care;
- (2) that they have signed up to Devon County Council's terms and conditions;
- (3) that they have in place the required levels of public and employers liability insurance.

The Procurement and Contracts team will ensure that the Personal Care (Live In Care) Spot Purchasing Agreement is in place with these providers.

*N.B. Providers that specialise in 24-hour “live-in” care should **not** be used to provide ordinary personal care services unless they already have contracts with DCC for personal care purchased on an hourly basis.*

#### 9.2 The Pre-Placement Agreement (PPA)

The contract template used for 24-hour “live-in” care under spot purchase arrangements is the **Personal Care (Live In Care) Spot Purchasing Agreement**.

When the Procurement & Contracts Team are made aware that a care manager/broker wishes to make a 24-hour “live-in” care placement with a provider already under a DCC contract, they will send the Personal Care (Live In Care) Spot Purchasing Agreement to the provider. This is because the maximum hourly personal care rate for the locality does not apply (see section 7.3 below), and therefore the contract terms and conditions for 24-hour “live-in” care are slightly different to those for standard personal care.

When the Procurement & Contracts Team are made aware that a care manager/broker wishes to make a 24-hour “live-in” care placement with a provider not already under a DCC contract, they will undertake the checks referred to above, and then send out the Personal Care (Live In Care) Spot Purchasing Agreement to the provider, together with a return form which the provider signs and returns to confirm that they agree to Devon County Council's terms and conditions of contract.

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### 9. Live-In Care Packages Continued

#### 9.3 Negotiating the Price and Completing the FACE Care Plan

The care manager/broker should negotiate the package of care to be provided with the selected provider. The maximum personal care hourly rate for the locality does not apply to 24-hour “live-in” care, as a price will usually be agreed for the complete package, which should equate to a more advantageous overall hourly rate than we would normally expect to pay. The care manager/broker should refer to the guidance on “Upper Cost Parameters for Care Packages” on the DCC Intranet at

[http://www.devon.gov.uk/index/socialcare/social\\_services/assessment-and-eligibility/facs-policy-adults/facs-guidance-for-upper-cost-parameters-for-care-packages.htm](http://www.devon.gov.uk/index/socialcare/social_services/assessment-and-eligibility/facs-policy-adults/facs-guidance-for-upper-cost-parameters-for-care-packages.htm)

For each individual service user placed with a ‘live-in’ care provider, 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 service is time limited with a definite end date which should be entered.

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 ‘live-in’ care 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 Personal Care (Live In Care) 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

#### 9.4 Terminating an Individual Contract

The contract requires that both Devon County Council and the personal care 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.

**Procurement & Contracts Team 7/07**