

SCHEDULE 3:

**PLACEMENT PROTOCOL &
SERVICE DELIVERY REQUIREMENTS**

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1. INTRODUCTION

1.1 This document sets out the terms under which placements for Home Based Care will be made and governed. The service delivery requirements schedule forms part of the Contract Terms and Conditions and should be read in conjunction with the Contract and the other Schedules.

2. THE SERVICE

2.0 The commissioner may purchase services from the provider for an individual within the agreed delivery areas shown in Schedule 2.

2.1 The provider is required to deliver the service, as defined in the service specification in accordance with the provisions of the contract and their tender submission. There is the expectation that the provider will be able to pick up packages of care (POC) throughout the whole of the delivery areas they are contracted to work in throughout the life of this contract.

2.2 The requirements for the individual shall be in accordance with the support plan, which shall be completed for each individual.

2.3 The provider must provide services without discriminating against an individual on the grounds of ethnic background, religion, disability, age, gender and sexual orientation. When providing the service the provider shall take into account any religious or cultural requirements

2.4 The provider will ensure that care/support staff are able to travel to individuals at the pre-agreed times and that they remain with the individual for the duration of the contracted visit in line with the individual's support plan.

2.5 The provider will ensure that all vehicles it provides to care workers for use in the delivery of the services and/or if the care worker use their own private vehicles in order to carry out the service that the vehicle has a current MOT and insurance cover for business use and that the care worker has a current valid driving licence. In the event that transport may be included as part of the support plan for an individual receiving the services the provider must carry out a risk assessment for each journey as a minimum safeguard.

3. INDIVIDUALS COVERED BY THIS CONTRACT

3.1 This contract covers the provision of services to an individual, and where relevant, carers, identified by the commissioner as requiring home based care and support services and are funded either by Surrey County Council or the Clinical Commissioning Groups for the provision of that service.

4. THE REFERRAL AND PLACEMENT PROCESS – SURREY COUNTY COUNCIL AND CONTINUING HEALTH CARE (CHC) TEAM

A referral shall be completed for the individual in accordance with the following procedure:

4.1 Staff from Surrey County Council's Locality Teams or the Continuing Healthcare (CHC) team will complete an assessment of the needs of the individual. This will include details of the specific care and/or support tasks that are required to be delivered by the provider to meet the specified outcomes.

4.2 In all instances the package of care (POC) will be advertised to providers via the e-brokerage system (which all providers must be signed up to). The initial e-mail alert that providers receive will contain the LAS number, the initial of the individual who requires the care and the name of the ASC worker. The provider will then need to click on the link in the e-mail which will take the provider through to the e-brokerage website. Post logging in, there will be more detail about the care package. The gender of the individual; the postcode where the care service is to be provided; a list of requirements for the individual (and/or Health Needs Assessment, Fast Track tool, Decision Support Tool or Placements Checklist where appropriate); and the start date of the service.

4.3 The provider shall check to ensure that it has the capacity and skill to provide the required package of care to the individual and will respond via e-brokerage before the response deadline expires. The provider must be in a position to commence the POC within forty-eight (48) hours of the original request or within the timescales required by the commissioner.

4.4 Subject to the provisions in **4.3 and 4.6** the provider will use all reasonable endeavours to ensure that people with End of Life Care needs or those awaiting discharge from an acute hospital ward or Accident and Emergency are prioritised, and when assessing whether they have capacity to deliver the POC agree that care may need to be organised and delivered within 10 to 12 hours of the referral.

4.5 Where a referral is made for hospital discharge before ten o'clock in the morning, the commissioner expects the provider to work towards the discharge being arranged for the same day. The provider must also be available to pick up packages and restarts at weekends

4.6 If the provider confirms that it can provide the service to the individual the appropriate Social Care Practitioner or CHC placement team will fax or email the individual's support plan and any further documentation required to the provider.

4.7 In the case of emergencies a partially completed support plan shall be issued which will be completed as soon as possible by the Social Care Practitioner or CHC placement team after the service commences and within a maximum of seven (7) working days.

4.8 Once the provider has commenced delivering the service to the individual the provider will regularly communicate with the individuals named key worker and/ or NHS community and hospital staff associated with the individual.

4.9 The individual and other parties to the support plan will be asked to agree the support plan as part of the normal care management process. Where the individual is unable to agree the support plan because of a physical or mental incapacity, the Social Care Practitioner or CHC placement team shall record this on the support plan. Only where an individual has a legally appointed attorney or is subject to an order of the Court of Protection can a third party agree on their behalf. The individual or their representative will get a copy of the Support Plan sent to them and will contain the following statement: "This Support Plan has been agreed between Surrey County Council and yourself and should reflect an accurate picture of your needs and how you choose to meet them. Should you have any amendments that you wish to make or would like any further discussion please contact your social care team."

5. REVIEW OF INDIVIDUAL SUPPORT PLANS – SURREY COUNTY COUNCIL

5.1 The Social Care Practitioner will review the individual's support plan as and when required provided. A review will take place at least annually.

5.2 The Social Care Practitioner will inform the provider of the date of the review at least seven (7) days prior to its being held. The provider shall notify the Social Care Practitioner of any issues, which it believes are pertinent to the review.

5.3 The Social Care Practitioner will make a written copy of the review and the decisions/outcomes available to the provider within seven (7) working days of the date of the review.

5.4 The Social Care Practitioner should request the attendance of the provider's care/support staff at the review. In such circumstances the provider is permitted to invoice SCC the standard rate for a maximum of one hour to cover the staff member's loss of earnings. This is detailed further in Schedule 2 (Pricing and Invoicing Schedule). This payment will be made for the care worker(s) only, and will not extend to management.

5.5 No changes shall be made to the support plan without the authority of the Social Care Practitioner or any authorised SCC representative. In the event that the individual receiving support or any other individual requests a change to the support plan directly to the provider, the provider shall direct that individual to the Social Care Practitioner.

6. REVIEW OF INDIVIDUAL SUPPORT PLANS – CONTINUING HEALTH CARE

6.1 Reviews of any individual care packages commissioned by the CHC team will be carried out by an NHS CHC assessor 6 weeks after commencement of the individual care package in the case of fast track cases, three (3) months after the commencement of non-fast track cases and annually thereafter.

6.2 The CHC team may request the attendance of the provider's care/support staff delivering the services to the individual at the review. In such circumstances the provider is permitted to invoice the CHC service the standard rate for a maximum of one hour to cover the

staff member's loss of earnings. This is detailed further in Schedule 2 (Pricing and Invoicing Schedule). This payment will be made for the care worker(s) only, and will not extend to management.

6.3 The provider may not make any changes to the support plan without the prior authority of the CHC placement team or any authorised CHC representative, whose decision shall be final. In the event that the individual or carer requests a change to the support plan directly to the provider, the provider shall direct that individual to the CHC Placement Team.

6.4 In the event of an individual being admitted to hospital, it may be that the CHC placement team will authorise the provider to allow the individual's care worker to accompany the individual. This will need to be authorised by the CHC placement team in advance. In any event, the care worker will ensure that a complete handover is provided to the ambulance or hospital staff as appropriate.

7. LIAISON AND COMMUNICATION BETWEEN THE COMMISSIONER AND THE PROVIDER

10.1 In the event of the death of an individual the party receiving the first notification must inform the other relevant parties immediately and within twenty four (24) hours at the latest of their being aware of the death or as soon as reasonably possible.

7.2 Should a call be missed the provider must report to the commissioners as soon as reasonably possible they become aware the call will be missed and in any event, within two (2) hours on a normal working day. Providers must also provide a written summary within twenty four (24) hours of the call being missed stating:

- Name of the Individual
- Purpose of the call
- Reasons why the call was missed
- What actions the provider took to mitigate the impact of the missed call
- Confirmation that the individual family member or carer was informed once the provider became aware the call would be missed
- If the individual or a member of their family or carer was not informed before the call was scheduled to take place, the provider must confirm why they were not notified once the provider became aware the call would be missed.

7.3 Each party shall ensure that they notify the other of any planned absence (e.g. planned respite or hospitalisation) of the individual within five (5) working days of becoming aware of such planned absence or as soon as reasonably possible.

7.4 In the event of any unplanned absence of the individual (e.g. emergency hospitalisation) the party receiving notification will inform the other within twenty four (24) hours at the latest.

7.5 In the event that the individual prevents the provider from delivering the service, the provider must inform the commissioner within twenty four (24) hours.

7.5 In the event of the absence of the individual for any other reason (other than death) so that the provider is unable to deliver the services agreed with the commissioner, the commissioner may require the provider to retain the service for that individual during the period of absence. The commissioner will confirm this in writing to the provider (NB – Email is acceptable). The commissioner will not pay retainer fees. Provided always that in the event of the individual being admitted to hospital the provider shall not deliver any of the services to the Individual during such admission

7.6 In the event that the service is retained under paragraph 7.6 above, the provider will be required to resume the service to the individual within twenty-four (24) hours of being informed of the requirement by the commissioner

7.7 In the event that the provider needs to contact the commissioner outside normal working hours pursuant to any of the above paragraphs, the Commissioner's Emergency of out of hour's team should be contacted.

8. INABILITY TO PROVIDE THE SERVICE

8.1 In the event that the provider is unable to provide all or any part of the scheduled service due to problems affecting the staffing of the service, the Social Care Practitioner, the CHC placement team or Emergency Duty Team should be notified immediately. The provider must follow their business continuity plan in conjunction with the Emergency Duty Team. Please see the relevant business continuity provisions in Schedule 1 (Service Specification).

8.2 The provider is required to ensure that it has business continuity plans in place to ensure continued delivery of the service. Where such plans fail the commissioner will be entitled to source the delivery of the service from elsewhere and reserves the right to recoup its costs in doing so, as detailed in the Contract.

8.3 Service failure will be monitored, and continued, regular or persistent failure to provide the Service shall constitute a breach of contract.

8.4 In the event of any form of service failure the processes within the [Joint Community and Care Home Provider Service Failure Protocol](#) will be implemented. The commissioners as part of this protocol reserve the right to suspend making placements with a provider.

9. TERMINATION OF THE INDIVIDUAL CARE PACKAGE

9.1 An individual care package shall terminate immediately if the individual ceases to require the service as a result of their death.

9.2 Unless the Social Care Practitioner or the CHC placement team requests that the provider retain the service the individual care package shall terminate immediately if the individual ceases to require the service as a result of an unplanned temporary or permanent change in their circumstances e.g. admission to hospital or a care home.

9.3 In the event of an unplanned change, including but not limited to any change resulting from a failure on the part of the provider to deliver the service in accordance with the term of the contract and support plan or where the safety of the individual is at risk, termination of the individual care package shall take effect immediately.

9.4 The commissioner has the right to terminate an individual care package at any time upon giving forty-eight (48) hours' notice in writing to the provider

9.5 The commissioner will work with the provider to resolve any issues including, but not limited to, any requirement by the commissioner that an individual care package be amended, prior to issuing notice but this clause will not prevent the right to terminate in clause 9.4

9.6 The provider is permitted to terminate an individual care package by giving fourteen (14) days' notice in writing to the commissioner. The option to terminate the individual care package can only be exercised where:

- Following a comprehensive joint review involving both the commissioner and the provider which will explore all methods of service delivery, it is apparent that the assessed needs of the individual have changed to a point where the care that is needed exceeds a level of service which the provider is able to provide; or
- The individual or carer displays challenging behaviour or other behaviours which place the provider's staff at risk and which were not identified in the support plan as part of the risk assessment prior to commencement of the service. In such cases the provider shall discuss the case with the commissioner prior to the issue of the notice and shall make all reasonable endeavours to ensure that all alternative ways of delivery are explored prior to the issue of notice.

9.7 During any notice period given in accordance with this protocol the provider will be required to continue to provide services to the individual for the duration of the notice period.

9.8 The provider will co-operate with the commissioner and any new provider to ensure continuity of care for the Individual and that the individual's care is not compromised.

9.9 Where a provider vexatiously (to be determined by the commissioner) terminates or threatens to terminate one or more individual care packages the commissioner shall have the

right to set-off any liability, damage, loss, costs, charges and expenses incurred as a consequence of the provider's action in accordance with the provisions of the contract.

10. COOPERATION WITH OTHER PROVIDERS

10.1 If more than one provider is contracted to deliver the services to an individual the providers are asked to work with together to ensure continuity of care, and but not limited to, the providing of information to the other provider(s).