



## **SERVICE SPECIFICATION SCHEDULE FOUR (4)**

### **Brokerage Referral and Authorisation Processes**

### **CARE AND SUPPORT AT HOME IN BOURNEMOUTH CHRISTCHURCH AND POOLE**

## Brokerage Referral Process

### 1.1. Accessibility and Eligibility to the Care and Support at Home Service

The threshold to eligibility to Council funded services is based on identifying how a person's needs affect their ability to achieve relevant outcomes, and whether this significantly impacts on their wellbeing. This is a professional assessment by a Social worker/Care Manager which is then followed by the application of national Eligibility Criteria set out in the Care Act regulations 2014 Care and Support (Eligibility Criteria) Regulations 2014 (the 'Eligibility Regulations'):

<http://www.legislation.gov.uk/ukdsi/2014/9780111124185>

Once eligibility has been determined, then the amount of the personal budget will be agreed. A Care and Support Plan is then drawn up by the Social Worker/Care Manager, working in partnership with the Service User, to plan the care and support to meet the identified outcomes. If the Service User opts for a Council Managed Budget then the Social Worker/Care Manager will arrange for care for the Service User, or carer, using the Commissioner's Brokerage Team who will then look to source the care and support from the Framework Providers. The support may take many forms including sign posting onto community services or assistive technology. The Care and Support Plan will identify all approaches to meeting outcomes including less intensive or service-focused options particularly when these services may prevent or reduce needs for care and support. The Service User or Carer will be informed, by their Social Worker/Care Manager/Clinical Manager about the quality and range of services available to meet their outcomes, goals, aspirations and preferences.

For Health, please see [www.nhs.uk/conditions/social-care-and-support-guide/pages/nhs-continuing-care](http://www.nhs.uk/conditions/social-care-and-support-guide/pages/nhs-continuing-care)

Service Users also have the option of taking their personal budget as a Direct Payment and organising their own care and support.

Care and Support at Home Services will be purchased for those individuals who have been facilitated to complete a self, or supported, assessment and identified by Social Workers/Care Managers as being eligible for such services under national Eligibility Criteria contained in the Regulations at

<http://www.legislation.gov.uk/ukdsi/2014/9780111124185>

A Care and Support/ Health Care Plan is drawn up by the Social Worker/ Care Manager/Clinical Case Manager in consultation with the Service User, Carer and significant others. The care to be commissioned from the Care at Home Provider shall be defined in the Care and Support/ Health Care Plan and any supporting

documentation. The care and support delivered shall be in accordance with the Standards detailed in this Specification.

Where the Service User is unable to verbally express a preference for themselves, and a Best Interests Assessment has been completed, then the Provider shall act on the preferences expressed in the Care and Support/ Health Care Plan, and in discussions with the Social Worker/Care Manager.

Relevant details pertaining to the Service User's situation, and their Care and Support/Health Care Plan, will be passed to the Provider, by the Care Broker, either in written or verbal form, and the expectation is that the referral will either be accepted or declined, and the Commissioners' Brokerage Teams advised within two hours of the decision. The Care at Home Provider declaration must then be signed and returned to the Brokerage Team or to the CHC Clinical Team.

Where the carer is in receipt of vouchers for support at home they will contact the provider directly to arrange the support.

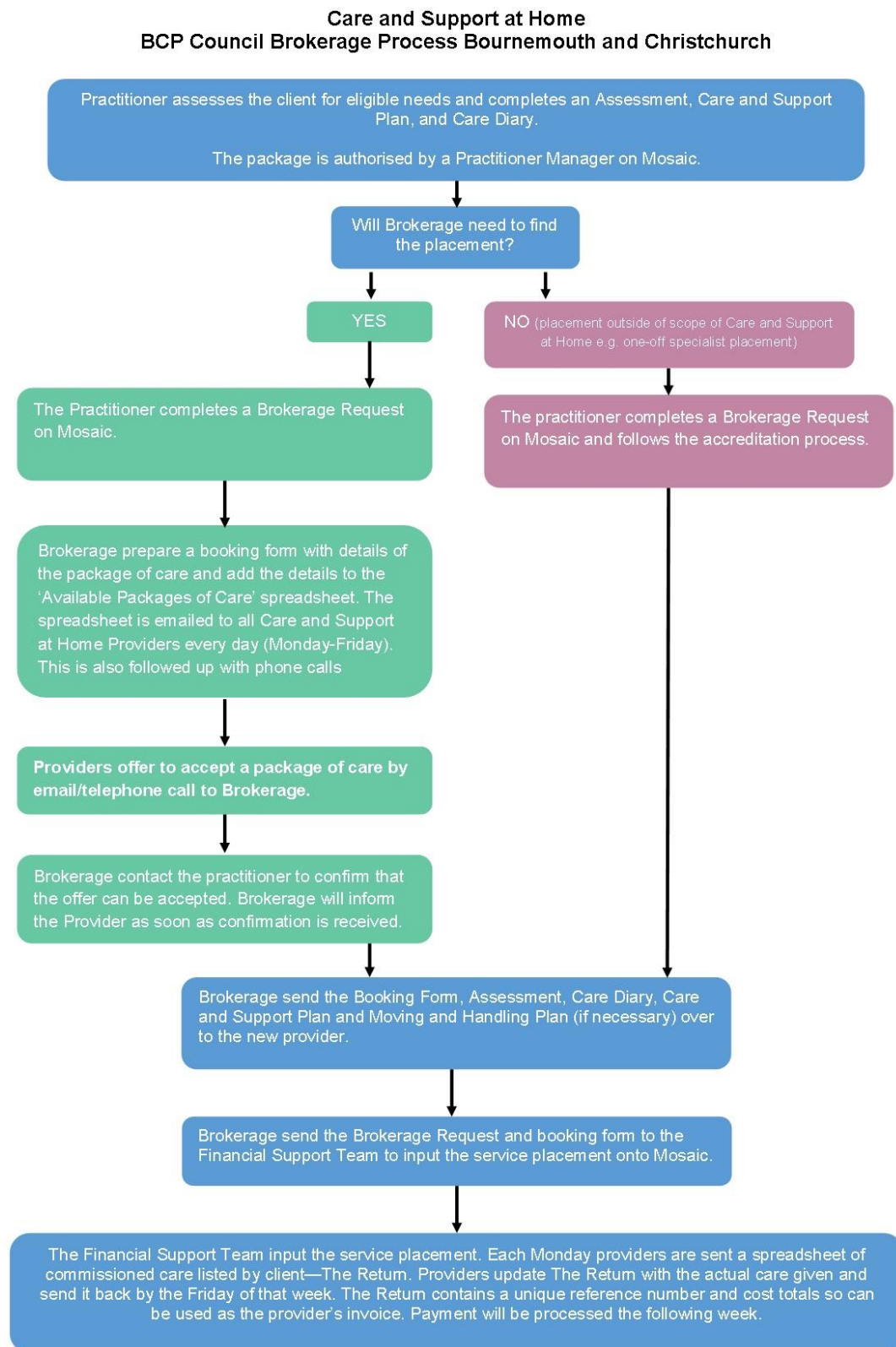
## 2. Appendices

The list of Appendices below is provided to illustrate the Brokerage Process that the Commissioner will follow in order to purchase Care and Support at Home:

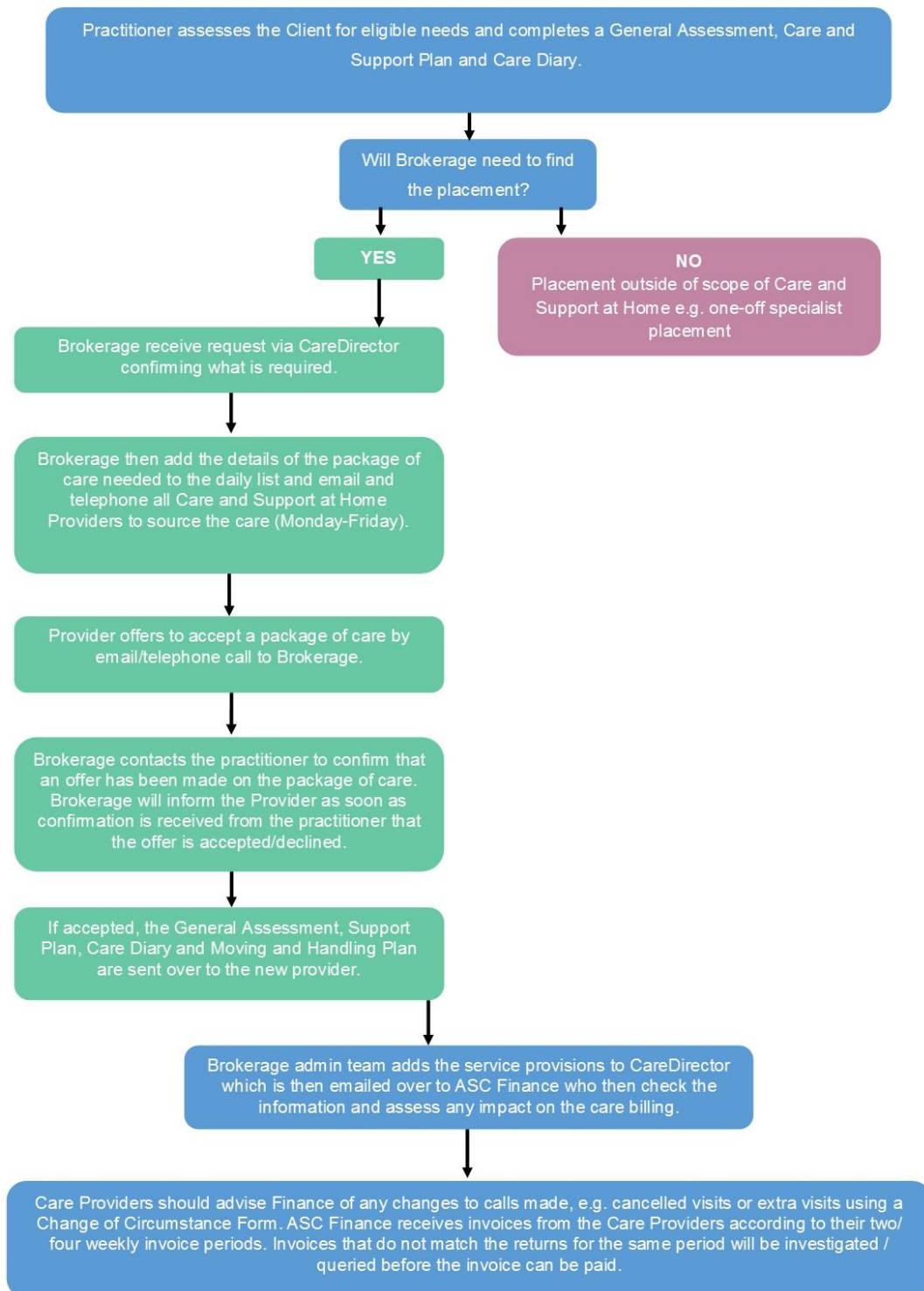
- Appendix One:** BCP Brokerage Process for Bournemouth and Christchurch
- Appendix Two:** BCP Brokerage Process for Poole
- Appendix Three:** BCP Brokerage Order Form Bournemouth Christchurch and Poole
- Appendix Four:** NHS Dorset CCG Brokerage Process (Bournemouth, Christchurch and Poole)
- Appendix Five:** Carers Service Purchasing Process - Home Based Support
- Appendix Six:** Extra Care Purchasing Process (Bournemouth and Christchurch)



## Appendix One: BCP Brokerage Process for Bournemouth and Christchurch



## Appendix Two: BCP Brokerage Process for Poole



## Appendix Three: BCP Brokerage Order Form Bournemouth Christchurch and Poole

Brokerage Domiciliary Provider Booking - Request for : **New/Change of Provider**

Date Received:  Time Received:  Provider:  BBC Payment Code:

Service User Ref No.  Title:  Surname:  Forename:

Permanent Address:  ☒ Male ☐ Female Lives Alone? ☐ Yes ☒ No

Postcode:  Telephone Number:  Keysafe Code:

GP Practice:  Contact Service User: ☐ Door Entry Code:

Planned Start Date:  Under 65: ☐ Budget Team:

Care Manager:  Telephone:  Team:

	Services Required																				
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
	Duration	Time	care/s	Duration	Time	care/s	Duration	Time	care/s	Duration	Time	care/s	Duration	Time	care/s	Duration	Time	care/s	Duration	Time	care/s
Am																					
Lunch																					
Tea																					
Even																					
Practical																					
Sleeping																					
Sub Totals	0			0			0			0			0			0			0		

TOTALS: 0 hrs Miles Agreed:  Further comments:-


**To the Provider:-**

\* Provider:- please sign to confirm agreement to package details above, giving a proposed start date and time then FAX to the Brokerage Team on 01202 458860

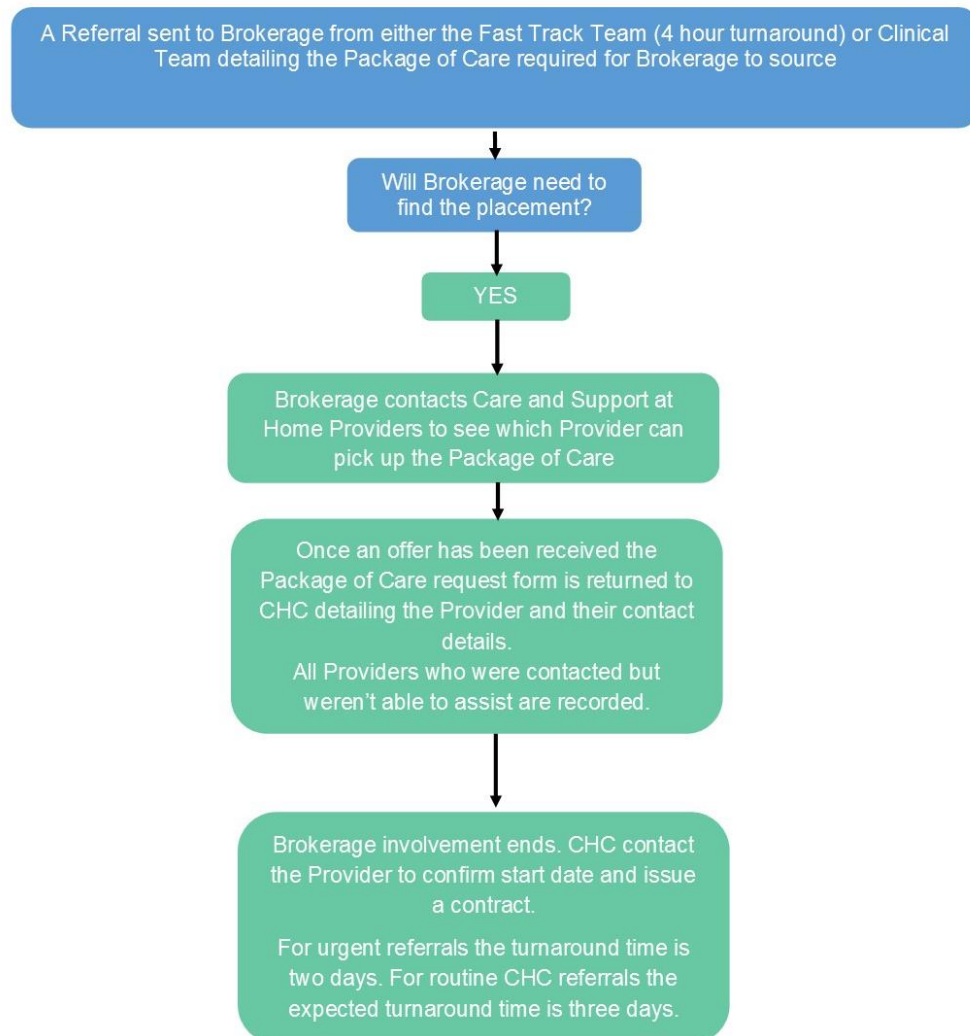
BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES: to enter into a legally binding contract with BCP Council (the Commissioner) to provide to the Commissioner the Care and Support at Home Services specified in this Order incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and BCP Council (the Authority).

Care Package agreed with a proposed start date of:-  Date accepted:-  Start Time :-

Provider signature: \_\_\_\_\_ Date accepted:- \_\_\_\_\_

Commissioner Signature:  Date:- \_\_\_\_\_

## Appendix Four: NHS Dorset CCG Brokerage Process (Bournemouth, Christchurch and Poole) and Memorandum of Agreement





*Private & Confidential*

**NHS**  
**Dorset**  
**Clinical Commissioning Group**

Vespasian House  
Barrack Road  
Dorchester  
Dorset  
DT1 1TG

Tel: 01305 368900  
Fax: 01305 368947  
[www.dorsetccg.nhs.uk](http://www.dorsetccg.nhs.uk)

Dear Sir/Madam

**Continuing Healthcare Memorandum of Agreement**

RE. <<Patient Name>>

I am pleased to confirm that you are required to provide the following package of care for the above service user.

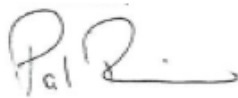
The attached Memorandum of Agreement provides confirmation that we have commissioned care services with your organisation. Please sign and return for the attention of "Continuing Healthcare Commissioning" at the above address or via encrypted email [chc.confirmations@dorsetccg.nhs.uk](mailto:chc.confirmations@dorsetccg.nhs.uk).

Please be aware that if care for this client is on-going and we have not received a signed copy of this document back within 14 days then payments will cease.

For any clinical enquiries regarding the patients care package, please contact the continuing healthcare department duty officer on 01305 213 555 or email [chc.duty@dorsetccg.nhs.uk](mailto:chc.duty@dorsetccg.nhs.uk). Finance queries can be made to [chc.finance@dorsetccg.nhs.uk](mailto:chc.finance@dorsetccg.nhs.uk) and the Commissioning team can be reached at [chc\\_commissioning@dorsetccg.nhs.uk](mailto:chc_commissioning@dorsetccg.nhs.uk).

Please ensure you contact the patient and provide them with your agency contact name/telephone number, the name of the carer who will be providing the care and the package start date and time, before the package of care commences.

Yours faithfully



**Paul Rennie**  
**Head of Continuing Healthcare**

Enc



**Dorset  
Clinical Commissioning Group**

Vespasian House  
Barrack Road  
Dorchester  
Dorset  
DT1 1TG

Tel: 01305 368900  
Fax: 01305 368947  
www.dorsetccg.nhs.uk

**NHS CONTINUING HEALTHCARE  
MEMORANDUM OF AGREEMENT**

<<Patient Name>> - <<Date of Birth>>

Issued on DATE

1. This document forms the basis of an agreement between the commissioner (NHS Dorset Clinical Commissioning Group) and the provider ( ).
2. This document provides confirmation of our intent to commission domiciliary services provided by you in respect of the above named patient.
3. It is confirmed that services as detailed in the Commissioned Health Outcome Plan will be purchased at the agreed cost of £ per week with effect from .
4. This memorandum acts as a guarantee of payment to the maximum of the above stated sum per week only.
5. Payment for any other charges will not be met without the prior written agreement of the commissioner.
6. This memorandum of agreement will be valid until further notice and can only be varied by written mutual agreement between both parties.
7. A signed acknowledgement and acceptance of this agreement must be returned by the provider to this office before payment is issued for care costs.
8. The provider must not issue invoices to the commissioner. NHS Dorset Clinical Commissioning Group will pay the provider the agreed weekly rate directly for the duration of this contract.
9. Terms of payment are strictly monthly in arrears.

10. Where substantive and sustained changes to an individual's condition necessitate alterations to the agreed care package the commissioner reserves the right to terminate this agreement or re-tender the package of care. Any additional charges for changes to existing care plans will not be accepted without prior agreement by the Continuing Healthcare team.
11. The provider shall undertake all administrative support for this service. The service and all ongoing casework elements will operate entirely within the remit of the provider. In addition the provider will ensure that professional indemnity cover is maintained to a minimum level of £2,500,000 in any one claim.
12. It is expected that the provider will have the resources to deliver the requirements of the care package. If providers are unable to meet this need they will be expected to source the appropriate level of care through other care providers. This cannot be done without first obtaining approval from the commissioner. Alternative providers will be subject to the same clinical and operational standards as the principle provider. All costs for subcontracting must be borne by the provider and NHS Dorset Clinical Commissioning Group will continue to pay the agreed rate.
13. The provider shall comply with the commissioner's policy for safeguarding and promoting the welfare of adults in vulnerable circumstances, a copy of this can be obtained at [www.dorsetccg.nhs.uk](http://www.dorsetccg.nhs.uk)
14. The following notice periods will apply to the termination of this agreement.
  - a) Upon death, the date of death shall determine the end of the contract.
  - b) 5 days following any admission to hospital shall determine the end of the contract (unless agreed otherwise with the commissioner).
  - c) 7 days by either party.
15. The commissioners reserve the right to terminate the memorandum of agreement immediately where it is considered that
  - a) The provider is in breach of contract in relation to the provision of agreed services to the individual as defined by the commissioner.
  - b) The individual is at risk of detriment to their physical or mental wellbeing.
16. If at any time during the agreement the commissioner or individual is dissatisfied with the care provided or requests a change of care/support worker or provider in accordance with the contract, a suitable replacement shall be agreed by all parties and appropriate arrangements made by the Continuing Healthcare manager in consultation with the provider and the individual.
17. Any complaints relating to advice given or the manner in which individuals and or their cases have been handled by provider personnel will be subject to the commissioner's complaints policy, a copy of which is available on request.
18. The terms of this contract override any previous negotiations or agreement between the commissioner and the provider in relation to the supply of the services for the above named patient.

19. For domiciliary packages this memorandum of agreement forms the basis of the placement agreement between NHS Dorset CCG and the Provider as set out in the Local Authority Framework agreement and the terms and conditions therein. This agreement can be found at [www.dorsetforyou.com/dorset-care-home/contract-documents](http://www.dorsetforyou.com/dorset-care-home/contract-documents)

For and on behalf of Continuing Healthcare, NHS Dorset Clinical Commissioning Group.

Authorised signatory

Print Name

Position Head of Continuing Healthcare

Date

We the provider, acknowledge and agree to provide the care in relation to «Forename» «Surname», as specified in the Commissioned Health Outcome Plan. This agreed care package will be provided from at the rate of £ per week.

Authorised Signatory .....

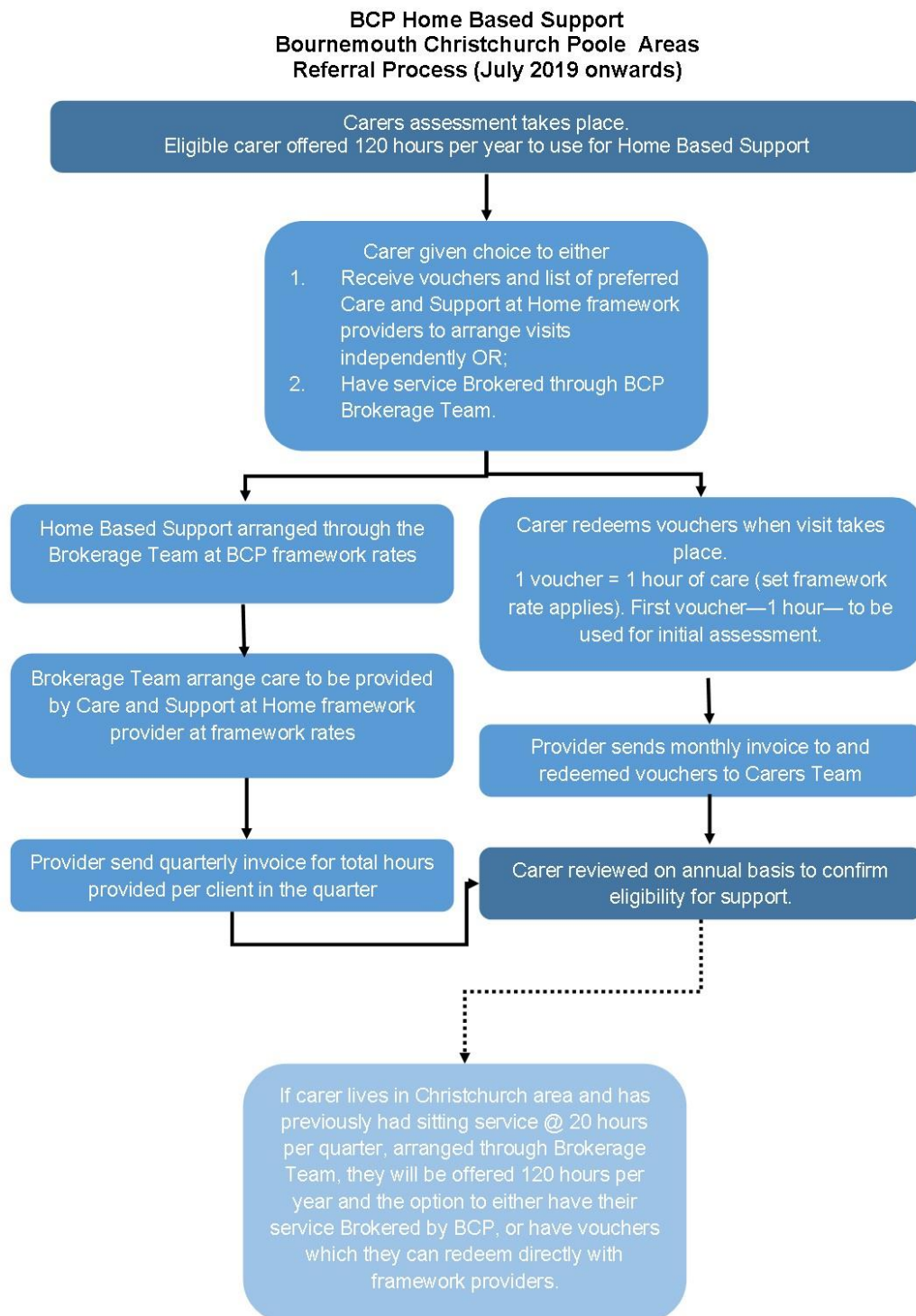
On behalf of provider

Print Name .....

Position .....

Date .....

## Appendix Five: Carers Service Purchasing Process - Home Based Support



## Appendix Six: Extra Care Purchasing Process (Bournemouth and Christchurch)

### Care and Support at Home Bournemouth Borough Council Extra Care Referral Process

