

## **SCHEDULE THREE (3)**

**REFERRAL PROCESS AND ORDER FORM**

**FRAMEWORK AGREEMENT**

**CARE & SUPPORT FOR ADULTS WITH A  
LEARNING DISABILITY AND/OR AUTISM**

## **Referral Process - LOTS 1, 2, 3 and 4**

### **1. Accessibility and Eligibility to the Care and Support Services**

1.1 The threshold to eligibility to these services in Lots 1 to 4 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 Keyworker, in line with legislation.

1.2 Once eligibility has been determined, then the amount of the personal budget will be agreed. A Care and Support Plan/Health Care Plan is then drawn up by the Keyworker, 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 Managed Budget then the Keyworker 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 relevant Framework Lot Providers.

1.3 In certain circumstances, the Commissioners may decide to approach one provider directly. This will be only for reasons of shared support and continuity of care within a shared living arrangement, or for a young person transitioning from Children's services with an existing framework provider.

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

1.5 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 with the Order Form.

1.6 The expectation is that the referral will either be accepted or declined by the Provider(s). The Provider should notify the Commissioners' Brokerage Team of their decision within the time specified on the Order Form. It should be noted that if the Order Form is not returned within this time, the Provider will not be considered for this package of care.

1.7 For a Provider wishing to provide this care and support, the Care and Support Provider Declaration detailed on the Order Form must then be signed and returned to the Commissioner's Brokerage Team.

1.8 For NHS Dorset CCG Continuing Health Care (CHC) care packages will be sourced by means of a Package of Care Request form, which details the needs of the individual patient, as identified in their Healthcare Outcome Plan. The process is described in Appendix Three.

1.9 Once formal authorisation has been obtained, NHS Dorset CCG will issue a Memorandum of Agreement to the selected provider, which will be signed by the Provider and a senior manager from CHC confirming the arrangement.

1.10 For the Home Based Support Service where the carer is in receipt of vouchers the Service User will contact the provider directly to arrange the support.

## **2. Evaluation Criteria**

The following criteria will be applied

### **2.1. Lot 1**

2.1.1 Individual packages of care will be allocated on a first provider to respond basis

2.1.2 A collection of Individual packages will be allocated through a process of mini-competition.

### **2.2 Lots 2 and 3**

2.2.1 Individual packages will be allocated through a process of a mini-competition. Bidding providers will be evaluated on their response as to how they will meet client outcomes and client's preference will form part of this evaluation.

### **2.3 Lot 4**

2.3.1 The choice of provider may be stipulated by the Court so may negate the need to broker the individual package under this contract.

2.3.2 Where Individual packages need to be brokered under this contract, this will be through a process of mini-competition. Bidding providers will be evaluated on their response as to how they will meet client outcomes and client's preference will form part of this evaluation where appropriate.

### **2.4 Lot 5**

2.4.1 In order to be eligible to deliver services under LOT 5, the Provider must also be successful in the award of at least one other LOT (1, 2, 3, and 4).

2.4.2 Existing contracted care and support Providers already delivering named schemes who are successfully awarded to Lot 5 of this Framework Agreement will be permitted to continue delivering these schemes under the new terms and conditions of this Framework Agreement.

2.4.3 Existing named schemes currently delivered by Providers who are not successful in joining Lot 5 under this new Framework Agreement will be offered to the highest rank scoring Lot 5 Provider, and then in rank order thereafter if not accepted.

2.4.4 Any new Lot 5 services shall be let through a process of mini competition through the procurement portal.

### **3. Appendices**

The list of Appendices below is provided to illustrate the Brokerage Process that the Commissioners will follow in order to call off the Care and Support service:

**Appendix One:** Brokerage Process

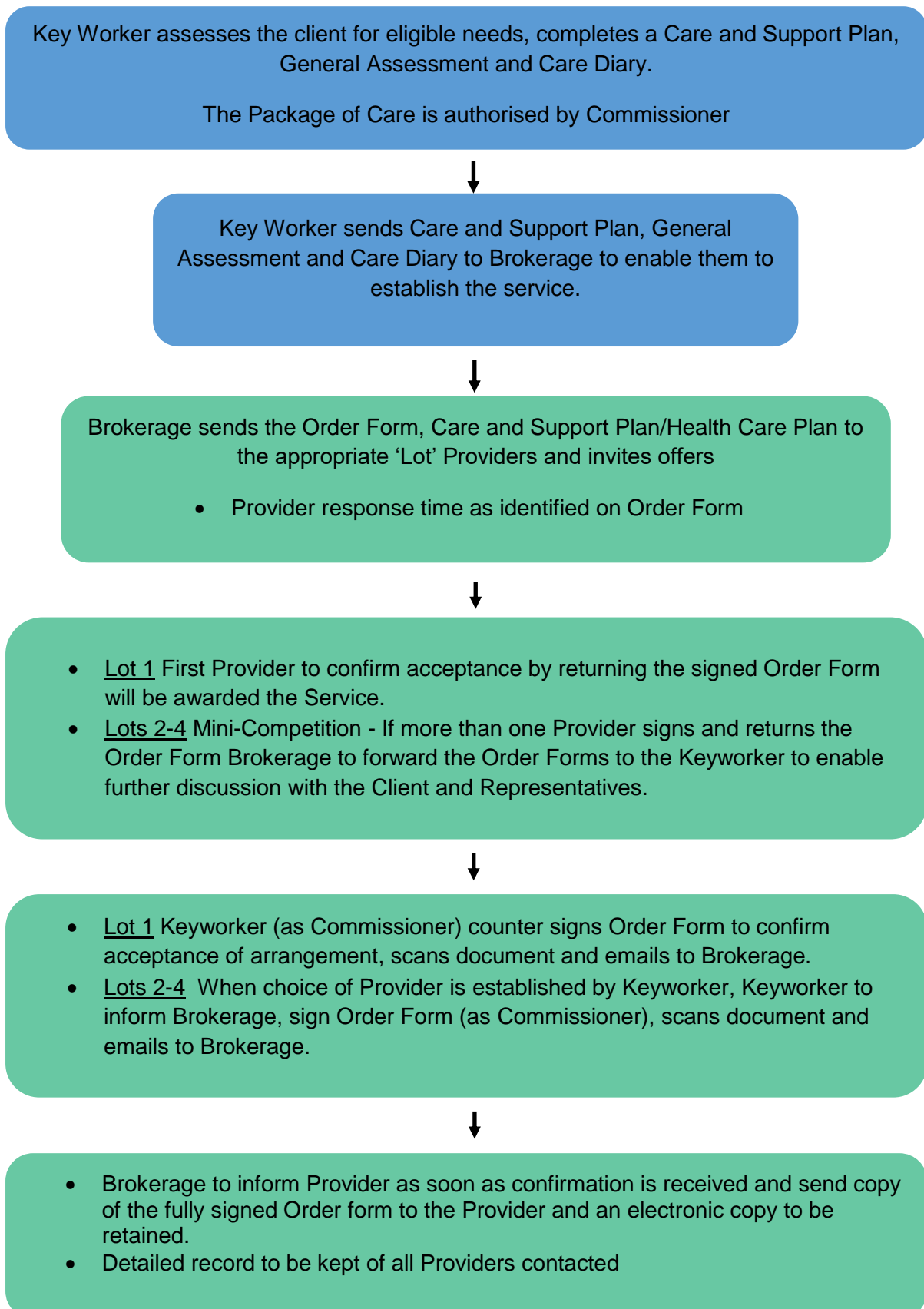
**Appendix Two:** Order Form

**Appendix Three:** NHS Dorset CCG Brokerage

**Appendix Four A:** Home Based Support Service Voucher Scheme Process

**Appendix Four B:** Home Based Support Service Commissioned Process

## Appendix One: Learning Disability Framework Brokerage Process



## Appendix Two: Order Form

ORDER FORM		NEW Package of Care	
Date Referred to Provider:	<input style="width: 100px;" type="text"/>	Date to be returned by Provider	<input style="width: 100px;" type="text"/>
Provider	<input style="width: 250px;" type="text"/>		
Client Ref No.	<input style="width: 80px;" type="text"/>	Title	<input style="width: 40px;" type="text"/>
	Surname	<input style="width: 120px;" type="text"/>	
	Forename	<input style="width: 120px;" type="text"/>	
<u>Permanent</u>	<input style="width: 350px;" type="text"/>	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	Lives Alone?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Address	<input style="width: 500px;" type="text"/>		
Postcode	<input style="width: 100px;" type="text"/>	Telephone Number	<input style="width: 150px;" type="text"/>
	Keysafe Code	<input style="width: 50px;" type="text"/>	
LD Framework Lots in	<input style="width: 100px;" type="text"/>	LD Framework Rate:	<input style="width: 100px;" type="text"/>
Keyworker	<input style="width: 100px;" type="text"/>	Telephone	<input style="width: 50px;" type="text"/>
	Funding Commissioner	<input style="width: 100px;" type="text"/>	
SERVICES REQUIRED			
Home Care 1:1, 2:1 or Other	Sleeping Nights	Waking Nights	
<b>Total Hours:</b>	<b>Total Hours:</b>	<b>Total Hours:</b>	

PLEASE ATTACH CARE AND SUPPORT PLAN

**PLEASE TURN  
OVER**

**To the Provider:-**

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES: to enter into a legally binding contract with the Commissioner to provide to the Commissioner the Care and Support 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 the Commissioner.

Care Package agreed with a proposed start date of

Start Time

End Date

Provider Signature

Date accepted:-

(if applicable)

Print Name and Title

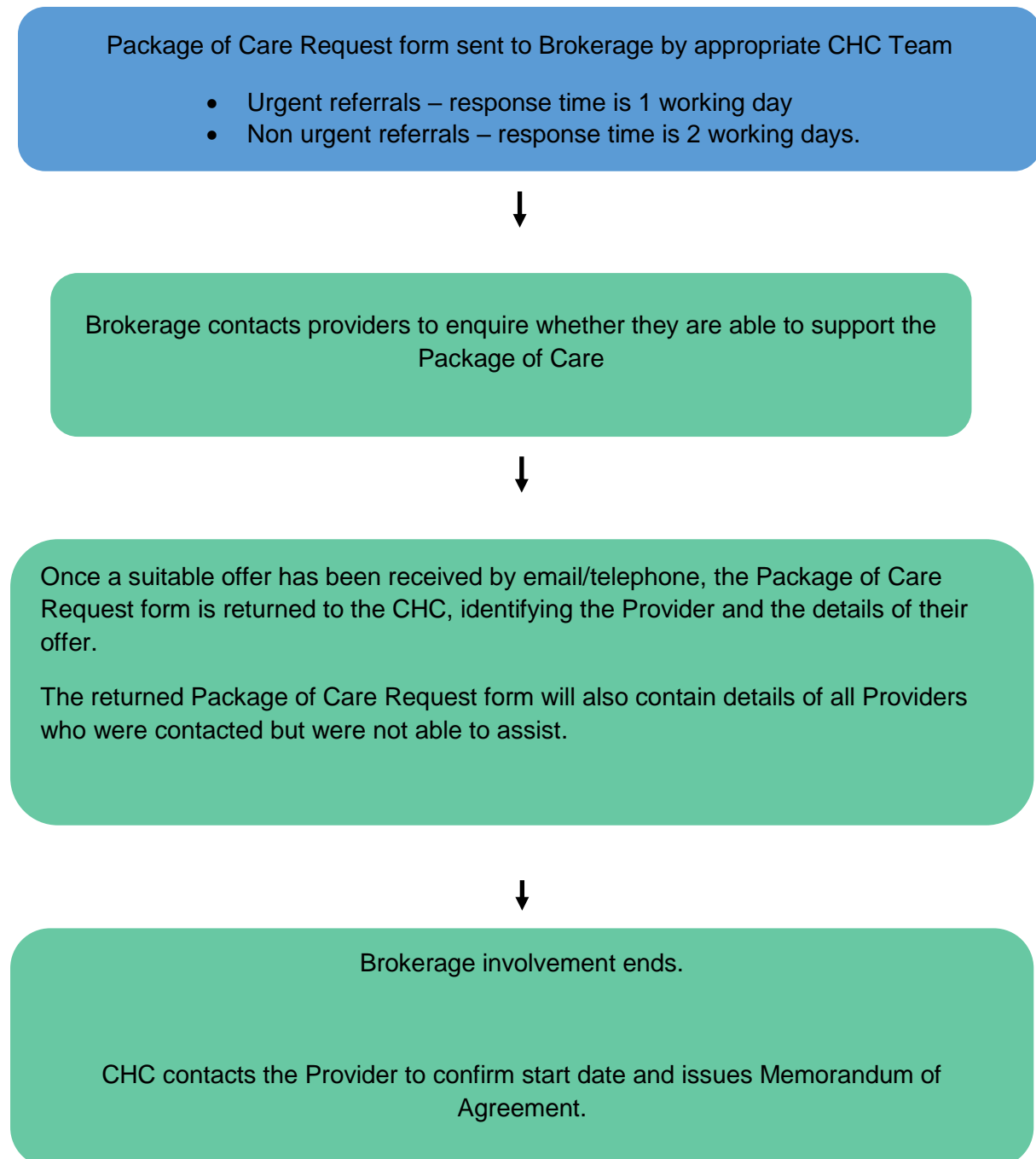
Commissioner Signature

Date :-

Individual Service Design			
Completed by the Provider			
Provider	Contact Name	Contact phone number	Contact email
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Provider response			

**Appendix Three:** NHS Dorset CCG Brokerage Process (Bournemouth and Poole) and Memorandum of Agreement

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*Private & Confidential*

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

Vespasian House  
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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.

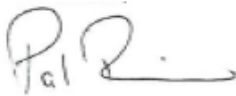
The attached Memorandum of Agreement provides confirmation that we have commissioned care services with your organisation. Please sign and return for the attention of "Continuing Healthcare Commissioning" at the above address or via encrypted email [chc.confirmations@dorsetccg.nhs.uk](mailto:chc.confirmations@dorsetccg.nhs.uk).

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**

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**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 Four A: Home Based Support Service Voucher Scheme Process



## Appendix Four B: Home Based Support Service Commissioned Process

