

HOME CARE SERVICE SPECIFICATION - LIVE IN CARE & WAKING NIGHTS

Definition of Terms

Term	Definitions
Access Point (or successive contact point)	The single point of contact for people with care needs, their Carers and others in Brighton & Hove
Action Plan	A detailed strategy for managing a problem or potential problem
Adam	The council's prefer dynamic purchasing system
Advocacy	Support to people to express what they want or need, understand their rights and options; prepare for and attend meetings, access services and decide what to do in difficult situations
Accessible Standards	The formal guidance developed and issued by NHS England, known as "SCCI1605 Accessible Information", which health and social care providers are required to comply with in accordance with s.250 of the Health and Social Care Act 2012.
Care and Support Plan	A document which outlines how a Service User's ongoing care and support needs will be met
Care Matching Team (or successor)	The council team that co-ordinates the sourcing of packages of care for social work teams
Carer	A family member or friend who informally provides unpaid care and support to a Service User
Care Worker	A paid professional domiciliary worker
Cessation Form	The notification form sent to the Council from the Provider when a Service User has died or the Package has ended
CHC Nurse Assessor	Registered Nurse who leads the completion of the assessment for eligibility for continuing healthcare.
Client Contribution	The amount that the Service User pays towards their home care service based on a Financial Assessment
Continuing Health Care (or CHC)	A package of ongoing care that is arranged and funded solely by the NHS where an individual has been assessed and found to have a 'primary health need' as set out in the National Framework for CHC .
Contract (Agreement)	This set of Terms and Conditions, Service Specification and Additional Conditions
Direct Payment	Money for people who have been assessed as needing support from social services and who would like to arrange and pay for their own care
Deprivation of Liberty (or DoL)	The arrangements that are in place to meet a person's care needs, if they do not have capacity. Effectively the person is under 'continuous supervision and control and not free to leave'. To be lawful, the arrangements must be authorised through the Court of Protection
Duty of Candour	Is the responsibility 'not to seek to win [a] litigation at all costs but to assist the court in reaching the correct result and thereby to improve standards in public administration'
Dynamic Purchasing System (or DPS)	The electronic procurement route used to award agreements for specific individual Packages of Care to Providers.
Eligible Continuing Health Care needs	Anyone over 18 years of age assessed as having a Primary Health Need who may be entitled to CCG Continuing Health Care
Eligible Social Care needs	A person who has been assessed by the Council under the Care Act 2014 as being in need of care and support from Adult Social Care.
Financial Assessment	A means test to see how much a Service User needs to contribute towards the cost of their Social Care service
Money Handling Service	A contracted organisation that supports vulnerable people with their finances and associated issues
Individually Negotiated Rate	This Fee per Service User will be agreed by the Adult Social Care Assessment team and agreed with the Provider before the contract commences
Individual Service Agreement	The individual contract detailing the service to be provided
Live in care	Care provided 24 hours a day / 7 days a week within a Service User's own home/usual place of dwelling, for either long or short term
Outcome Focussed	Care delivered to meet the goals agreed with the Service User

Term	Definitions
Package of Care	The care that is provided by the organisation to meet the Service User's assessed needs
Provider	Any organisation that has satisfied the Council's minimum requirements and been granted access to this Contract
Referrer	The council's Care Matching Team/Brokerage Team
Registered Manager	A senior member of the team registered with the Care Quality Commission as the Provider Manager
Representative	A person who makes a decision for a Service User if they lack capacity such as a Power of Attorney or Deputy
Responsible Assessment Officer	A care manager or social worker who might be working as part of a Multi-disciplinary team
Review (Care Review)	An assessment of care and support with the intention of making changes if necessary
Restrictive Practice	An intervention when a person lacks capacity to consent the right of choice, self-determination, privacy, freedom or freedom of movement, including restraint
Safeguarding Adults Review	A Safeguarding Adults Review (previously known as Serious Case Review) seeks to improve practice and inter-agency working following a serious incident
Service User	The person living in the home for whom care is provided
Team leader	Home care supervisor
Team (members)	Care Workers, Team leaders and others working in a home care organisation
Terms and Conditions	The Terms and Conditions of Contract, of which this document is the Service Specification
Waking Nights	Where the Care Worker is expected to remain awake at night to assist with night time duties such as toileting or night time agitation. Waking Nights are costed separately to live-in care.

INDEX

1.0 Introduction

A. Live-in Care

This Specification sets out the particulars of services which Brighton & Hove City Council (the Council) requires Providers of Live in Care deliver to adults assessed as having an eligible care need living within the administrative area of the Council. The needs of people using the services may vary greatly and packages of care will be designed to meet individual circumstances. Care is provided over a full 24-hour period.

- 1.2 Providers must be willing to work with the Council in developing and maintaining a first class service which responds with flexibility to the changing needs of those receiving care and to changes and developments in best practice so that the council can continue to deliver best value and constantly improving services to those eligible and in need of the services.
- 1.3 This Service Specification sets out the minimum requirements and the Provider will be required to meet the individual needs of the Service User in a flexible and adaptable way that supports the Service User in achieving the outcomes set out in their individual Care and Support plans

B. Waking Nights

- 1.4 In addition to Live-in Care this Specification includes particulars of the Waking Night services which the council requires Providers to deliver to adults assessed as having an eligible care need living within the administrative area of the Council. Packages of care will be designed to meet

individual circumstances and the night hours where care will be provided may vary accordingly.

2.0 Professional and Quality Standards

- 2.1 Providers will ensure that they comply with all legislation, Care Quality Commission (CQC) regulations and guidelines; for live-in care this has particular reference to working time regulations, Real Living Wage and daily carer worker breaks.
- 2.2 It is a requirement that all Providers are registered with the Care Quality Commission (CQC) (and any subsequent regulatory body) and maintain registration throughout the duration of the Contract.
- 2.3 The Provider will as a minimum meet the CQC Fundamental Standards for Care (or any succeeding standards) as relevant to the services
- 2.4 The council expects that Providers will adhere to any future Care Regulator quality standards and rating systems.

3.0 Service Principles

- 3.1 The following principles must apply to all contact between Service Users and their Care Worker/s
 - Every person is respected as an individual and may require a different approach to care, support and communication
 - Every person's dignity, privacy and independence is valued
 - Every person's gender, sexual identity, sexual orientation, age, ability, race, religion, culture and lifestyle is acknowledged. This includes gender appropriate care such that for example women receiving personal care do not have to have their personal care provided by a male member of the team
 - Every person's individuality and personal preferences are recognised
 - Every person has the right to take risks in their lives as they choose
 - Carers, are recognised as being expert care partners and people who have their own needs
 - Protection is provided to people who need it, in a safe and caring environment
 - All Care Workers are visitors in a Service User's home and must act accordingly.
- 3.2 The Provider will ensure that:
 - Service Users have a strong sense of being in control of their services, and can determine how and when they are supported
 - Service Users have a regular Care Worker or small team of Care Workers who understand and have the skills and aptitude to meet their needs
 - Care Workers are able to respond flexibly to a Service User's fluctuating needs.
 - Care Workers have access to a manager or senior staff member out of office hours and in case of an emergency 24 hours, 365 days per annum..
- 3.3 The Provider must ensure care that maximises a Service User's skills and independence identifying tasks that Service Users are supported to do, rather than having them done for them.

4.0 Service Description: Overarching requirements

A. 4.1 Live-in Care

- 4.1 The Care Worker will live within the Service User's home for agreed periods and meet the identified needs as described within the agreed Care and Support Plan, but not providing waking night support. Care Worker(s) also have agreed time off during the day.

4.2 The Care Worker is expected to be available and “on-call” during the night and can be called once or twice at night for a short period. This will be reviewed should it become a regular event for extended periods.

B. Live-in Care and Waking Nights

4.3 The Provider will ensure that continuous and adequate care and cover is provided, using the same Care Worker(s) whenever possible to ensure continuity of care.

4.4 The care, assistance and support for individual Service Users will be identified in their Care and Support Plan as those tasks most likely to meet their agreed Outcomes. If a Service User’s needs change then the Care and Support Plan must be changed to reflect this. Adult Social Care Support can include physical assistance or prompting, together with supervision in connection with:

- eating or drinking
- toileting (including in relation to the process of menstruation)
- washing / bathing/showering
- dressing and undressing
- oral care
- care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist)
- medication administration/prompting.

4.5 Support identified in the Care and Support Plan may also include cleaning and house care such as:

- food shopping
- preparation of meals for both Service User and Care workers
- cleaning the home, which may include vacuuming, sweeping, washing up, polishing, cleaning floors and windows, bathrooms, kitchens, toilets etc and general tidying, using appropriate domestic equipment and appliances as available
- making beds
- ensuring the home is warm
- disposing of household and personal rubbish including clinical waste and sharps
- caring for pets
- assisting with the consequences of household emergencies, including liaison with local contractors
- washing clothes or household linens, including dirty linen, drying, necessary ironing, storage

4.6 Adult Social Care Support identified in the Care and Support Plan may also include practical and social support:

- assisting a Service User to develop or maintain their own skills
- accompanying a Service User to visit a GP or attend a hospital appointment
- accessing easy read and pictorial information to support GP and hospital appointments
- on behalf of the Service User, shopping, collecting pensions, benefits or prescriptions, paying bills or other simple errands
- household administration and dealing with correspondence
- care task may include a Care Worker spending time talking to, relating with, and understanding the life of a Service User
- facilitating online communication with family and friends

4.4 Consideration must be given to equipment needs during the Referral process and at each Review.

5.0 Training

5.1 The provider will ensure that the Care Worker(s) are appropriately trained and qualified and that on-going training is provided to ensure continuing competence and knowledge of best practice.

- 5.2 The Provider must support the transfer of learning when an employee leaves their employment by providing evidence, certificates and learning reference where relevant to the new employer.
- 5.3 The Provider must pay the Care Workers time for attending training. The Provider must not pass on the Council course non-attendance fee to the Care Worker.
- 5.4 The Provider must support the team to undertake training that will enable them to support Service Users with specific needs as required; this includes but is not limited to people with Learning Disabilities, Autistic Spectrum Conditions, Dementia, Acquired Brain Injuries etc.

6.0 Provision of Services

- 6.1 The responsibility for the day to day running of the Live-In or Waking Night home care service lies with the Registered Manager. If the Registered Manager is absent for any period of time over and above agreed annual leave, the Provider must confirm with the Adult Social Commissioning and Contracts Team who will act as the responsible individual for the service. The Provider must ensure that the post is filled or being actively recruited to at all times.
- 6.2 The Provider must inform the Adult Social Care Commissioning and Contract Team as soon as possible of any significant incident involving the Service User or member of the team. Such incidents may include reportable incidents or accidents under the Health and Safety Executive's RIDDOR procedures, or alleged gross misconduct by a member of the team, or similar.
- 6.3 The Provider will complete and return the Cessation Form within one week if the Service User has died or their care service has ended. See Appendix One.

7.0 Referral

- 7.1 The referral process is carried out via the council's Care Matching Team (CMT) to the council's preferred Dynamic Purchasing System (Adam).
- 7.2 Providers must respond in a timely fashion.
- 7.3 If a Provider believes that a Service User who is referred to them has needs that fall outside the scope of this Contract, this must be raised with the CMT/B&H CHC Duty at the earliest opportunity.

8.0 Care and Support Planning

- 8.1 A Care and Support Plan detailing Outcomes for the Service User will be sent by the CMT to the Provider; the Provider will then produce their own care delivery plan which will include how these outcomes will be met. The Provider should involve the Service User/Carer and be in an accessible format appropriate to the Service User's communication needs.
- 8.2 The Provider must involve the Service User/Carer in all decisions connected with their care provision. If a Service User has substantial difficulty in being involved in their Care and Support Planning and has no Carer, relative or friend to support them the Provider should refer for an advocate [How advocacy can help you \(brighton-hove.gov.uk\)](http://brighton-hove.gov.uk)
- 8.3 Providers have a statutory duty to comply with the Duty of Candour. They must be open with Service Users about their care and treatment, including information when things go wrong. Providers must have procedures in place and Care Workers must be trained with regard to the Duty of Candour.

8.4 When health or wellbeing concerns arise, the Provider must ensure prompt referral or facilitation of referral to appropriate resources. The Provider must ensure that whenever a Service User is believed to be in need of emergency medical care, the Accident and Emergency Services are contacted immediately.

9.0 Provision of service

9.1 The Provider will make every effort to ensure consistency of service to all Service Users/Carers.

9.2 Care Workers must not be accompanied in their duties by any relative, friend or other third party who is not a member of the Provider's team. In cases where assistance is required, it is the responsibility of the Provider to arrange this.

9.3 The Provider must ensure that there are appropriate procedures in place to enable full handover between Care Workers and a sharing of information with other professional involved with care. The Provider must also ensure that there is sufficient time allocated for such handovers.

9.3 The Provider must ensure that the live-in Care Worker has a two-hour break each day and accrues annual leave time.

9.4 Staff should have an official photo identification with their photo, name and Provider name on and be able to show this to Service Users and others as appropriate.

10.00 Use of Accommodation and Equipment

10.1 The Provider must ensure that all Care Workers are made aware that when their working environment is within the Service User's/Carer's home that this should be respected as such. The personal use by Care Workers of the Service User's/Carer's appliances (e.g. telephones, televisions etc) must only be with the prior consent of the Service User/Carer or as a direct consequence of the provision of the home care service.

10.2 It is the Provider's responsibility to ensure that the working environment is safe for the Care Worker. It is the responsibility of the Provider to ensure Care Workers are issued with appropriate equipment and protective clothing to carry out the tasks within this Contract. The type of clothing must have regard to the need to maintain the dignity and self-respect of the Service User.

10.3 In Live-in Care situations as the Care Worker is required to sleep at the Service User's accommodation then a room with a lockable door and bed must be provided. The Provider is responsible for making arrangements with the Service User with regard to timely change of bedding. The Provider is responsible for making arrangements with regard to appropriate washing and showering/bathing arrangements for the Care Worker.

10.4 In the event that the Care Worker is responsible for damage/loss, the Provider shall be responsible for compensating the Service User.

10.6 All household equipment belonging to the Service User and used by the Provider's team must be maintained in a safe condition at the Service User's expense. Equipment that appears to be faulty must not be used until it has been checked, and if necessary repaired, by a qualified person.

10.7 Providers must ensure that Care Workers are appropriately trained to use specialist equipment such as hoists or assistive technology. Care Workers must check before using equipment that it is in good order. Where it appears to be faulty the equipment should not be used and this must be reported immediately to the relevant team or practitioner to arrange for a qualified person to repair or replace the equipment.

10.8 It is the responsibility of the Provider to ensure that Care Workers do not smoke or consume alcohol whilst on duty in a Service User/Carers' home. Care Workers must be free from the effects of

alcohol/mind altering substances during working hours. Drugs include both illegal and legal medication that affects a Care Worker's ability to carry out their duties in a safe and professional manner.

10.9 Care Workers must not take any other person, including children, to the Service User's home.

10.10 Care Workers must not take any pets or other animals to the Service User's home.

11.0 Handling money – Live-in Care only

11.1 Care Workers must only handle money on behalf of Service Users when these tasks are clearly included in the Care and Support Plan (e.g. shopping or pension collection). Clear procedures must be consistently followed to protect both the Service User and the Care Worker. As a minimum these will include use of receipt books to record amounts of money received by the Care Worker, details of goods purchased or bills paid and the relevant receipts, confirmation that the goods, receipts, and change has been given to the Service User. The Service User and Care Worker should sign to confirm these transactions and any alterations must also be clearly visible and signed by both parties.

11.2 On occasion agreements may be made to hold Service User's money on their behalf. This is usually as part of an agreement with a Money Handling Service. A financial agreement must be in place and this must be specified in the Care and Support Plan.

11.3 If handling money is identified within a Care and Support Plan a Care Worker must only act as an 'agent' for the Service User/Carer and must never become an appointee or become responsible for the financial affairs of the Service User/Carer. The Provider must ensure that all Team members are aware of the professional boundaries of their roles and that they should not act as a witness for the Service User in connection with their will or any other legal document.

11.4 The Provider must ensure that all Team members are aware that, under any circumstances, borrowing money from or lending money to a Service User or Carer is not permitted.

12.0 Hospitalisation and discharge home

12.1 When a Service User is admitted to hospital there must be good communication between the hospital and Provider and this communication should be recorded by both parties. The Provider must seek to keep the case open for 14 days unless it is clear that the Service User will not be discharged home within this period (see Clause 20.3). Wherever possible the same level of service should be available when the Service User is discharged home. It is expected this service could continue with 24 hours' notice if discharge takes place within 14 days.

12.2 If the Service User is admitted to hospital then the Live-in Care Worker will be expected to leave the service's users home within 24 hours, once it is established that the Service User will not be returning home within that time. The Care Worker will ensure the home is left clean and tidy, ready for the Service User to return. Waking Night carers will not attend their next shift of work.

12.3 If a Service User's needs have changed substantially, or they have been in hospital for longer than two weeks, the ward will need to arrange for a reassessment of needs from the hospital social work team or CHC team, prior to transfer home. It will then be the social work team or CHC's responsibility to consult the Service User/Carer to arrange a new Care Package via the CMT.

12.4 The Provider must complete and return the Cessation Form once it has been confirmed that the Service User will not return home within two weeks. See Appendix One.

13.0 Safety and security

13.1 Safeguarding

13.1.2 It is the Provider's responsibility to ensure that all Care Workers have a good working knowledge and awareness of the Sussex Safeguarding Adults Policy and Procedure, and the Sussex Child Protection and Safeguarding procedures. [Sussex Safeguarding Adults Policy and Procedures |](#)

[Welcome to Sussex Safeguarding Adults Policy and Procedures](#)

13.1.3 In the event that the Provider is part of a Safeguarding Adults Review they must co-operate fully with the Safeguarding Adults Board requests for information and documentation that are made as part of the process.

13.2 Deprivation of Liberty

Any Deprivation of Liberty within a domestic setting must be authorised through the Court of Protection, unlike deprivation within a residential, nursing or hospital setting which must be authorised through the Deprivation of Liberty Safeguards. However, the Deprivation of Liberty Safeguards Code of Practice provides guidance which is also relevant to Providers in domestic settings for example regarding identifying a potential deprivation and minimising restrictions. Further information is available from the Commissioning and Contracts team on ContractsUnit.adminteam@brighton-hove.gov.uk Telephone: 01273 295093.

13.3 Restrictive Practice

13.3.1 A person centred approach to the assessment and management of risk is crucial to achieving a balance between supporting people to live their chosen lifestyle whilst maintaining the person's rights. Any decisions should be made as part of a multi-disciplinary process. The introduction of any Restrictive Practice must comply with the BHCC Restrictive Practices Policy and Mental Capacity Act 2005, and must be for the minimum amount of time possible.

13.3.2 The Care Act 2014 statutory guidance has given Local Authorities a new duty to scrutinise planned Restrictive Practices when the person has been assessed to lack capacity to consent to them and these must be documented and reported to a social worker to agree (Care and Support Act 2014 Statutory guidance p180-182). BHCC has provided guidance for Providers in relation to this requirement which is to be used for all Service Users where there is a potential for Restrictive Practice. Further copies of this and the Restrictive Practices Policy are available from the Commissioning and Performance Admin team ASCAdmin@brighton-hove.gov.uk Telephone: 01273 295093.

13.4 Confidentiality

13.4.1 The Provider must ensure that the team understands the importance of maintaining confidentiality and that appropriate security measures are in place to ensure compliance with Data Protection requirements.

13.4.2 The Provider must ensure that Care Workers do not give their home telephone number to Service Users and that they do not visit Service Users/Carers outside of the specified task including social visits within or outside of their working hours.

13.4.3 The Provider must have a policy that includes usage of social media. They must ensure that Care Workers do not use social networking sites for communications with Service Users or Carers and ensure that they maintain Service Users confidentiality at all times.

14.0 **Care Reviews**

14.1 Social Care Reviews will be requested by the allocated social work team and will be held within a reasonable time from the commencement of the Package of Care. Thereafter, Social Care Reviews will be held as often as the allocated social work team deems necessary, or as requested by the Service User or Provider.

14.2 A change of Service User's needs may trigger a Care Review. If/when a Service User or Provider requests a Review the Assessment team has 10 calendar days in which to acknowledge the

request. Participants in a Review including the Service User may invite others to attend by agreement. Consideration will be given to ensure convenience and adequate notice for all participants wherever possible.

- 14.3 If the Provider identifies that the Service User has substantial difficulty in being involved in the decision making process and does not have an appropriate individual (Carer, relative or friend) to support them the Provider must inform the relevant assessment team who will refer for an independent advocate.
- 14.4 The Service User's Care and Support Plan will be amended by the Assessment team following the Review.

15.0 Complaints

- 15.1 The Provider will have a written Complaints Procedure, made available and explained to the Team. Service Users and Carers must have access to a copy of the Complaints Procedure in an accessible form. Use of the procedure must take into account of any disabilities or communication difficulties Service Users may have.
- 15.2 The Complaints Procedure will make clear that those who remain dissatisfied with the Service may also access the Council's Adult Social Care procedures. It will also provide information about how to make a complaint to the Local Government Ombudsman. The Provider will show evidence of promoting a culture among their staff of welcoming comments and involvement from Service Users, Carers, friends and family and responding positively and practically to issues

16.0 Accessible Information Standard

- 16.1 Notwithstanding any other provision of this Contract, the Provider must ensure that Service Users receive information in formats that they can understand and are given appropriate support to help them to communicate. The Provider must comply with the Accessible Information Standard in communicating with and/or recording and/or sharing information relating to a Service User where the Accessible Information Standard is applicable to the relevant Service User i.e. where the Service User has an information and/or communication need which is related to or caused by a disability, impairment or sensory loss. The Provider shall within fourteen (14) Working Days of a request, provide the Council with such information and evidence demonstrating to the satisfaction of the Council that the requirements of this clause are being met.
- 16.2 The Provider shall have in place and publish or publicly display an accessible communication policy which is in compliance with the Accessible Information Standard. The Provider shall provide a copy of the policy and evidence of its adherence with its own policy and the Accessible Information Standard, including but not limited to, evidence of identifying, recording, flagging, sharing of information and meeting of needs of relevant Service Users/ by no later than ten (10) Working Days following a written request of the Council.
- 16.3 Where the Service User has a Support Plan the Provider must, where applicable, ensure it includes accurate information about the Service User's information and/or communication support needs which are recorded in accordance with the Accessible Information Standard.
- 16.4 The Provider shall have internal procedures in place, and ensure Provider Staff are appropriately trained on the requirements of the Accessible Information Standard and respond effectively, efficiently and professionally to all information and/or communication needs relating to all Service Users to whom they provide the Services. The Provider shall within fourteen (14) Working Days of a request from the Council provide evidence of staff competency/training records which indicates that all relevant staff and Provider Staff have received appropriate training regarding implementation and ongoing compliance with the Accessible Information Standard.

17.0 Contract management

- 17.1. The first point of contact with the council/CCG for the Provider is the Health and Adult Social Care Commissioning and Contracts team ContractsUnit.adminteam@brighton-hove.gov.uk telephone 01273 295093. Overall responsibility for the Contract rests with the Commissioner.
- 17.2 The Registered Manager is the Council's link with the Provider. The Registered Manager will be identified to the Council/CCG before the start of the Contract. The Council must be notified of any change in Registered Manager as soon as possible and within seven days.
- 17.3 Providers are expected to work in partnership with a wide range of statutory and non-statutory partners in order to meet the needs of Service Users. Providers are expected to build and develop relationships with partners based on the needs of their Service Users. This will include: Service Users, family members, GP, local health care services, third sector organisations.
- 17.4 The Provider must co-operate with monitoring activities undertaken by Commissioners in relation to the Contract. Annual commissioning meetings will be held between the Provider and the Commissioner. These will be used to discuss performance and agree future service priorities. Commissioners reserve the right to vary the frequency of Contract monitoring meetings.

18.0 FINANCE

A. Live-in Care

- 18.1.1 The Council will pay the Agreed Fee rate that will include all care and support provided at all times of the day and night. This Fee will be agreed by the relevant budget holder and Care Matching Team will inform the Provider before the contract commences. The fee is for a single adult.
- 18.1.2 The Agreed Fee will be calculated as follows:
- A weekly rate based on an hourly rate during an 11-hour working day (which will be divided by a 2-hour Care Worker break), e.g., 8 am to 2 pm and 4 pm to 9 pm;
 - A sleeping night rate as per the Supreme Court decision in Mencap v Tomlinson-Blake (i.e. to reflect that sleeping nights are where the Care Worker is available for work but rather than actually working).
 - Subject to individual needs where a replacement Care Worker is required to cover the 2-hour Care Worker daily breaks this will be paid for at the council's standard Home Care rate and is added to the Agreed Fee.
- 18.1.3 Any other cover or additional aspects such as another member of staff being required at set times for manual handling, will be identified and costed separately.
- 18.1.4 The agreed rate will cover the Care Worker being called on up to two times a night on an irregular basis. Should this be an on-going requirement then a review should be requested.
- 18.1.5 Providers will complete a spreadsheet to submit a Rate to the Care Matching Team for consideration based on the following:

Name of Provider	CQC registered to provide live-in care	Daily cost for live-in carer (assumes 11-hour working day with 2 hour carer break separately costed)	Daily cost 2 hours per day care worker break	Sleeping night rate per night (awake up to 2 times)	Weekly Cost for live-in carer (assumes 11-hour day, 2 hour care worker break), sleeping night (awake up to 2 times)	Other costs (identified as part of PoC)	TOTAL PRICE
------------------	--	--	--	---	---	---	-------------

18.1.6 If a provider believes that the needs of the service user have changed then they must contact AccessPoint. No costs above the Agreed Fee will be funded by the Council unless there has been a prior discussion between the provider and the Council regarding a change of needs. Any agreement to a change of Agreed Fee must be put in writing by the Council to the Provider.

18.1.7 The Agreed Fee will be reviewed on an annual basis as part of the Fees Review process undertaken by the council.

B. Waking Nights

18.1.6 Dependent on other care in place a Waking Night may be for a varying number of hours. The CMT will provide information on the number of hours for each package of care and Providers will complete the following to submit a rate to the CMT for consideration:

Name of Provider	CQC registered to provide Domiciliary care	Hourly rate for Waking Night	Number of hours per night	Cost per night	Weekly cost for Waking Night	Other costs (only as identified as part of PoC by CMT)	TOTAL PRICE
------------------	--	------------------------------	---------------------------	----------------	------------------------------	--	-------------

18.1.7 No costs above the Agreed Fee will be funded by the Council unless there has been a prior discussion between the Provider and the council regarding a change of needs and a variation to the price. Any agreement to a change of Agreed Fee must be put in writing by the Council to the Provider.

18.1.7 The Agreed Fee will be reviewed on an annual basis as part of the Fees Review process undertaken by the council.

18.2 Service User contribution

18.2.1 The Council will collect the Service User's assessed contribution, (also known as Client Contribution). Payments to the Provider will be paid gross based on the actual care delivered. Service Users with care funded by the CCG are exempt from paying an assessed contribution.

18.2.2 If a Service User does not have mental capacity, their financial Representative could take responsibility for the payment of the Client Contribution to the Council. The financial representative could be a Lasting Power of Attorney (POA), a Deputy appointed by the Court of Protection or a nominated Money Advice worker

18.2.3 Any Service User who has mental capacity but does not pay the assessed contribution to the Council can have their access to this Contract terminated, this includes access to the Council's agreed Fee rates. If a Service User does not pay their Contribution to the Council, they will be treated as a private user after they have exhausted the Council's Corporate Debt Policy on unpaid contributions.

19.0 Payment process

The Provider will invoice the council on a monthly basis with a consolidated invoice, which shall be paid in arrears. The invoice shall provide a breakdown of the service provided per Service User including additional charges and credits to reflect when the service varied from the agreed programme.

19.1 Payments from the Council will be made upon receipt of an invoice. Invoices must be sent to ASCPayments@brighton-hove.gov.uk or such other address which shall have been previously notified to the Provider by the Council. The full address of the Payments Team can be obtained by contacting the team e-mail address.

19.2 The invoice must detail the name, address, and telephone number, of the Provider. It must include the person's Identity Number (also known as the CareFirst number), Invoice Number, Date, Person's Name, Period of charge, including times of care provided, less the person's Contribution (X weeks at £XXX per week).

19.3 No payment will be made if the Service User is absent from their home and this is planned, e.g. holiday or any other planned absence.

19.4 **Live-in Care:**

If the Service User is admitted to hospital: payment will be made for the day of admission and a further 48 hours. If the provider delivers the care worker break service or a second care worker for calls then this would also be subject to 24 hours' notice. The Provider is required to notify the Care Matching Team CareMatchingTeam@brighton-hove.gov.uk and AccessPoint AccessPoint@brighton-hove.gov.uk via email in addition to any other named requirements if the Service User goes into hospital.

19.5 Where the Service User dies, the contract will end on the date of death and no further payments will be made.

20. **Termination of live in package of care**

20.1 Either Party on giving 14 days' notice in writing may terminate the Individual Service Agreement.

20.2 Either Party may terminate an Individual Service Agreement where termination shall take effect as soon as is practicable after notice of termination has been given where:

20.2.1 The Service User's needs can no longer be met; or

20.2.2 The placement has broken down; or

20.2.3 Where there is potential for significant harm to the Service User or their Carer, the Care Workers or another person accommodated within the Service User's home/dwelling.

20.3 For clarity in terms of hospital admissions, where it is clear that the Service User will either be in hospital long term or will not return home at all, 7 days' notice in writing will be given by the Council/CCG.

21. **Termination of Waking Night package of care**

20.1 Either Party on giving 14 days' notice in writing may terminate the Individual Service Agreement.

20.2 Either Party may terminate an Individual Service Agreement which termination shall take effect as soon as is practicable after notice of termination has been given where:

20.2.1 The Service User's needs can no longer be met; or

20.2.2 The placement has broken down; or

20.2.3 Where there is potential for significant harm to the Service User or their Carer, the Care Workers or another person accommodated within the Service User's home/dwelling.

Notification of Cessation of Package of Care

Notification of Cessation of Package of Care



DIRECTORATE OF ADULT SOCIAL CARE

This should be returned to BHCC within one week in the event of a Service User dying or being discharged from your service.

Please E-mail or Send this form to:

**ASC Payments
Finance & Procurement
3rd Floor, Bartholomew House
Bartholomew Square
Brighton
BN1 1JE**

**Tel: 01273 (29)5667
Fax: 01273 (29)1659
E-mail: ascpayments@brighton-hove.gov.uk**

Name of Service User:

Care First No:

Address of Service User:

.....

Date of Birth:

Date of Death:

Date of Discharge:

Reason for Cessation:

Name of Provider:

Signed on behalf of Provider: