

Home Care and Supportive Lifestyles DPS Agreement (2018)

SUPPLIER - FREQUENTLY ASKED QUESTIONS V1.0

No.	Subject	Question and Answer
1.0	The Ethical Care Charter	<p>Q. The Council is at stage 2. When does it envisage joining stage 3 please?</p> <p>A. It is a requirement of these contracts for Providers to operate under the rules of the Ethical Care Charter Stage 1 and Stage 2 and the further element of Stage 3 to pay the Living Wage Foundation real living wage as set out in DPS Agreement Part A, Cornwall Council Call Off Agreement, paragraph 9.1.5</p> <p>Commissioners would like to work with Service Providers during the first year of the new contract to develop a solution that could facilitate Cornwall to sign up to the final element of Stage 3 of the Charter.</p>
1.1	The Ethical Care Charter	<p>Q. If the Council cannot, for any reason, uplift future fees in line with any increase with the Living Wage Foundation rate, will the Council still insist that Providers pay staff the new higher rate?</p> <p>A. The Council is committed to uplift fees year on year because it is committed to improving the terms and conditions of front line carers. Cornwall Council Cabinet agreed to this in November 2017.</p>
1.2	The Ethical Care Charter	<p>Q. Who is eligible to receive the Living Wage Foundation?</p> <p>A. All Home Care workers over the age of 18 years are entitled to receive the Living Wage Foundation rate at £8.75.</p>
1.3	The Ethical Care Charter	<p>Q. In order to complete financial forecasts it is important to know what the ceiling rate will be in Nov 18. Under the Ethical Care Charter, in theory, the living wage foundation could be £9.25 per hour from November. Using the UKHA guide on minimum hourly rates providers need, the ceiling rate as it stands already fall short. Can you confirm the ceiling rate will be increased in November and to what rate please?</p> <p>A. The Living Wage Foundation increases announced each November will be applied from the following 1st April, therefore the ceiling rate of £19.30 will still be in force until 01/04/19</p>
1.4	The Ethical Care Charter	<p>Q. Cornwall Council is signed up to stage 1 and stage 2 – these do not include the living wage. You state we must pay the living wage - however, if we are signed up to the same stages as the council, it does not appear that this is required</p> <p>A. This contract requires payment of the Living Wage Foundation living wage to staff. Please refer to Council Call Off Agreement, paragraph 9.1.5 which sets this out as a contractual requirement independent of Cornwall’s Ethical Care Charter requirements.</p>

1.5	The Ethical Care Charter	Q. With regards to Stage 3 of the Ethical Care Charter which stipulates the implementation of the Living Wage Foundation pay rate, the Charter also states "all home care workers will be covered by an occupational sick pay scheme' How has the council provisioned for this in their cost model?
		The Commissioners have not contractually required Service Providers to apply this element of the Stage 3 of the Ethical Care Charter from the outset but intends to work with the market to adhere to the full charter during the term of the Contract. Sick pay is a consideration in the cost model and is incorporated into the chargeable rates. How this is applied is a provider business decision.
2.0	Hand backs and Terminations	Q. Please confirm the Service Provider's right to terminate an individual Call-off Agreement in the event that the Service User's needs change and the Services are materially different to those in the Council's original Service Requirement.
		A. The Service Provider does not have the right to terminate under these circumstances. However, in the event a person's needs change a 're-assessment of need' will be required. Consideration will be made by the assessor whether the current provider can meet the person's needs and achieve their outcomes and if this is not possible it may be recommended to source an alternative provider. Service Providers are required to have sufficiently trained and competent staff to deliver care and support that can meet the needs of the categories of client identified in their ITT.
2.1	Hand backs and terminations	Q. What will happen if we decide that we are no longer to provide a package of care?
		A. We acknowledge that there may be times where there are problems with packages of care and it is about working together to ensure that everyone is supported and that these are minimised. If a handback occurs and is not authorised then this will be performance managed and marked against quality. There could also be a charge to cover the costs of acquiring a new provider
2.2	Hand backs and terminations	Q. Where a Service Provider 'hands back' a package of care and the Commissioners have to find alternative provision, any charges incurred by the Commissioners will be recoverable from the Service Provider. Can you confirm that charges incurred by the Commissioner will still be recovered from the provider, even if a provider has given the correct notice period for termination of the service?
		A. Where a Service Provider has applied for termination under the terms of the contract and given sufficient notice as set out in the contract and is agreed as an Authorised Termination by Commissioners will not recover any charges incurred. However a 'hand back' is not an authorised termination and is considered as a Critical Performance Failure, therefore would incur charges recoverable from the Service Provider.

2.3	Hand backs and terminations	<p>Q. 'The Service Provider will give the Commissioners a minimum of 28 days' notice, if, in exceptional circumstances, they are unable to continue to deliver a package of Home Care support. However, the notice period would be subject to agreement with the Commissioner's Nominated Officer in order to provide sufficient time to find alternative service provision.' Can you please define what is meant by exceptional circumstances together with some examples?</p>
		<p>A. Exceptional Circumstances are not defined and it is expected that providers will communicate effectively with commissioners at the earliest opportunity if they are experiencing issues which may cause them to feel that an exception may be applied. Exceptional circumstances will be treated on a case by case basis giving reasonable and measured consideration to the circumstances of award. A fair and sensible expectation of the ability of the service provider to deliver the service will be applied. An example would be where best endeavours have been made by the provider to meet the requirements of the service and relevant interventions had been unsuccessful, provided this can be evidenced and proactive engagement with the commissioner has occurred this is likely to be considered for an agreed termination with the relevant notice period.</p> <p>An example of some of the costs the Service Provider may incur would include, but are not limited to; the resource costs of procuring a replacement service provider, any additional charges over and above the charges of the incumbent provider made by the replacement service provider over a call-off year, etc..</p>
	Retainer Fees	<p>Q. Please can you clarify under what circumstances as a Provider I would be entitled to a retainer fee?</p>
		<p>A. When an existing Service User is admitted to hospital the Service Provider must keep the case open for at least four weeks unless it is clear that the Service User will not be discharged within this period. The Commissioners will pay a retainer fee of no more than 50% of the commissioned charges when a prompt restart is achieved. This payment will be removed if the Service Provider cannot fulfil its obligations for a timely discharge or fails to inform the Purchasing Team at the start of the hospital admission. Retainer fees do not apply to planned respite or where a restarted service has not occurred promptly.</p>
3.0	Existing Business	<p>Q. What is the position of the NHS with regard to current contracts?</p> <p>A. The DPS Agreement is for new packages of care from 9th June 2018, Providers wishing to bid for packages from that</p>

		date will need to enter into a DPS agreement. NHS Kernow have been consistent with their messaging that existing packages of care will be clinically reviewed and negotiations will take place with providers as per the tender documentation. Until the clinical review process has been completed existing packages of care will remain on the existing terms and agreements.
3.1	Existing Business	Q. What will happen to existing business when the new contract comes into place?
		A. For providers who are on the DPS there will be no change to existing business unless there is a change of need. From day one they will be transferred to the new DPS model. For providers who are not yet on the DPS they will be encouraged to do so. If they still do not wish to join, the service users will be informed and mobilised to a new provider following their next review.
4.0	ECM and Invoicing	Q. Is 'minute by minute' invoicing required in this contract?
		A. The requirements in relation to Electronic Call Monitoring are different from the minute by minute requirements for recording in the previous Framework Agreement (2014). Please refer to DPS Call Off Agreement Schedule 3, Call Off Contract Charges, Payment and Invoicing. In particular paragraph 5 Operation of an ECM System in respect of invoicing and payment.
4.1	ECM and Invoicing	Q. Can you confirm what the turnaround cycle will be for receiving care plans; purchase orders, JACS forms etc.? We currently rely on the information in Finance Manager but will need to have electronic copies received on a timely basis when we replace this system.
		A. The full Care and Support Plan will be issued with the DPS Order Form (Service Agreement) on award of the Call-off Agreement. The Purchase Order or JACS forms where applicable, will be sent under separate cover by email and the target issue date will be 10 days of award.
4.3	ECM and Invoicing	Q. Where and When do I submit my ECM Visit Report
		A. ECM reports need to be sent on the web portal on the Dynamic Purchasing System on a weekly basis.
5.0	New Business not placed	Q. What will happen if a package cannot be met by Providers on the contract?
		A. The DPS Agreement is open and if providers who have not currently applied to be on the DPS wish to bid for packages of care, from the Council and NHS Kernow, they will be encouraged to enter into a DPS Agreement. Commissioners have committed to complete tender applications within 10 days. There will be no packages awarded outside the DPS.

6.0	New pricing structure	Q. The new pricing structure does not take into account travel time in rural areas
		A. The pricing structure is based around 4 miles per visit on the new contract. You do not have to bid on every package of care if it is not sustainable with travel. In exceptional circumstances commissioners may agree an increase in the ceiling rate.
7.0	Empowerment	Q. How is the budget set?
		A. The budget is based on the original assessment and what needs to be delivered to achieve the outcomes. The original assessment is factored on the service user being at their worst so there is potentially a financial gain.
7.1	Empowerment	Q. It has been said that empowerment would be within 6 weeks, will there be any incentive for people being empowered within 4 weeks
		A. The assessor will decide how long it will take to empower the service user. If the provider manages this sooner than the allocated time then they will be able to keep the rest of the budget. However, it will be monitored to ensure providers are fully meeting the outcomes as set out and there will be an element of protection put in to ensure that providers are delivering the support. The key element of the empowerment period is trust.
8.0	The new Contract	Q. Is the new contract similar to a framework and will there be lead providers?
		A. It is similar to a framework but without restrictions. The framework did not allow new providers and was in place for only 4 years. The DPS contract can be up to 5 years and will allow new providers to join at any time
8.1	The new Contract	Q. Is there a limit on number of providers to be awarded onto the DPS?
		A. There is no restriction on the number of providers that can be awarded a place on the DPS Agreement
8.2	The new Contract	Q. Will the Council work with any provider not signed up to this scheme? If so what circumstances would allow this to happen?
		A. NHS Kernow and Cornwall Council intend to commission all new Home Care and Supportive Lifestyles services through the DPS Agreement
8.3	The new Contract	Q. We are intending to bid for Supportive Lifestyles now, however if we decide at a later date to bid for Home Care Services are we able to?
		A. Yes, the DPS is an open contract and will remain open to bidders during its term. Providers will need to re submit a tender unless it is within 90 days of the original if they wish to bid for home care services at a later date.
8.4	The new Contract	Q If a Service Provider performs poorly in the first year and the Service Users are not meeting their individual outcomes, will the Provider be at risk of not being allocated future packages and could their existing packages be re-allocated to another Service Provider on

		<p>the DPS? What would happen if the Service Provider is not at fault and it is the client and their unwillingness to engage? Will this still impact on future and existing packages?</p>
		<p>A. Consideration would be made by assessors and commissioners to the factors. Commissioners would expect to have been alerted to the issues encountered throughout the period and would acknowledge Service Provider's evidenced endeavors to deliver services that meet an individual's outcomes. Commissioners would expect the opportunity to work with the provider and relevant parties to review outcomes and consider steps to enable achievement of these outcomes prior to consideration of suspension or termination of call off agreements.</p>
9.0	Night Services	<p>Q. As per Part B, section 7.6 of the specification, can you please confirm if night services include sleep-in support? Does the £11.32 hourly rate relate to waking night support, sleep-in support or both</p>
		<p>A. 'Night Services' will be determined by individual need as detailed within the person's care and support plan. The £11.32 rate is for all 'Night Services'. Waking and Sleeping night support is not differentiated in this Contract and night services are expected to be commissioned with a ceiling rate of £11.32ph for both Home Care and Supportive Life Styles for a 9hr shift.</p> <p>Please refer to DPS Agreement, Schedule 2, Home Care Specification, paragraph 7.6 and Schedule 2, Supportive Lifestyles Specification paragraph 7.2.</p> <p>The Night Support ceiling rate is lower than a Day Rate as it has been modelled on a single location shift basis (9hr) and the costs considered for an appropriate rate of pay for this service do not include elements such as hourly travel time and mileage costs</p>
10.0	Direct Payments	<p>Q. How will Direct Payments work in this contract?</p>
		<p>A. Direct Payments are not in the scope of this contract and this will be a separate piece of work.</p>
11.0	Post Code areas to provide care	<p>Q.Is it down to the Provider to decide in which areas they want to provide care, when will this be decided?</p>
		<p>A. This will need to be decided at the tender stage and as part of the mobilisation period we will work to ensure that Providers will only get packages for that area. As part of the DPS you are able to generate your own reports and Providers will be able to see where there is a demand in Cornwall.</p>
12.0	Bidding on the DPS	<p>Q. If the award is solely on price how do you know that the package is going to the best provider?</p>
		<p>A. Every organisation had to reach a minimum standard to</p>

		access the DPS. Quality is being reviewed as part of the contract management and each provider will be reviewed for their quality monitoring. This is to ensure that there is a consistent level of service across all providers.
12.1	Bidding on the DPS	Q. When the Council advertises a new call off contract, will the hours commissioned be automatically advertised at the ceiling rate and will Providers have the opportunity to bid accordingly, or is it the Council's intention to determine a rate based upon the Service required and if they chose to do so, the hourly rate could be lower than the ceiling rates specified under the Home Care and Supportive Lifestyles specification?
		A. The ceiling rates for a specific Service Requirement will be set out on the individual Service Requirement issued under the Call for Competition procedure and Providers will have the opportunity to bid accordingly: these may be higher or lower than the advertised ceiling rates, however, changes to the advertised ceiling rates will be considered and the exception will be financially and clinically justified by Commissioners. There is no obligation for Service Providers to bid for a Service Requirement.
12.2	Bidding on the DPS	Q. Please would you clarify whether we will be notified at the referral stage who will be funding the package of care i.e., CCG or Cornwall Council?
		A. The funding body will be set out on the Service Requirement form.
13.0	Domestic Support Services	Q. Can non CQC registered bodies be able to provide cleaning and/or shopping support, without any health aspect?
		A. Cornwall Council has published a tender for Domestic Support Services and non CQC registered bodies may apply. This is available through the Due North procurement portal, accessible through www.supplyingthesouthwest.org.uk
14.0	Client Contributions	Q. In relation to clause 7.26 Client (Service User) Contribution of the Home Care Specification. When the responsibility of collection for service user contributions falls under Cornwall Council, will they pay the total cost of care delivered to the service provider, even when they have been unable to collect from the Service User?
		A. When Cornwall Council notifies service providers that it has taken on the responsibility for collection of Service User contributions, the Provider shall receive the gross payment due for services delivered. The ability to collect the contribution will lie with the Council.
14.1	Client Contributions	Q. Can you confirm when the Gross Payment will commence; I understand it will be during the lifetime of this DPS Agreement?
		A. It is the Council's aim to achieve paying Home Care and Supportive Lifestyles Service Provider's 'Gross Amount' within the first year of this Contract.
15.1	Supportive Life	Q. Specification, 5.1 b – statements of requirements. It

	Styles	<p>states a unit of service (broken down into hours) will include all contact time spent with individuals/groups for undertaking related tasks. Please can you specify the range of relevant tasks included?</p> <p>A. Relevant tasks will be determined in line with the outcomes and needs of each person's care and support plan, these may include but are not limited to: assistance with independence skills, personal care or support to engage in meaningful activities</p>
15.2	Supportive Lifestyles	<p>Q. Where a provider has a number of 24/7 services in a close geographical location and it is deemed appropriate for a 'peripatetic' night support team, together with appropriate Assistive Technology to be put in place, will the hourly night rate of £11.32 still be applied to each location?</p> <p>A. The ceiling rate applied to the Service Requirement shall reflect per worker on shift per hour for each service. For example if one person is on shift but covering a number of service users in different locations the ceiling rate will be applied to the Service Requirement as per the number of workers required to cover these services.</p>
15.3	Supportive Lifestyles	<p>Q. Can you please give some information on the specific schemes that are to be commissioned this year?</p> <p>A. We have two new schemes in development: St Austell – Porthpean and Penzance. Both will support seven individuals and have a hub area for tenants to socialise and access community opportunities.</p>
15.4	Supportive Lifestyles	<p>Q. Section 7.12.c of the Supportive Lifestyles Specification states: 'The Service Provider will give the Commissioners a minimum of '28 days' notice, if, in exceptional circumstances, they are unable to continue to deliver a package of Supportive Lifestyles support.' Can this be reflected in the DPS Call Off Terms Agreement Documents and that exceptional circumstances will be clearly defined as including issues relating to the financial viability of the contract?</p> <p>A .Commissioners do not consider the reference to Exceptional Circumstances in Section 7.12.c of the Supportive Lifestyles Specification to include financial liability of a Call Off Agreement. Please refer to Council Call Off Agreement paragraph 15.4 (a) (ii) and 22.1 and DPS Agreement definition of Critical Performance Failure with regard to 'handbacks' and recoverable losses.</p>
16.0	Outreach Support	<p>Q. Can you determine the definition of short term outreach please i.e. minimum and maximum duration of hours</p> <p>A. Home Care outreach service is applicable to durations of less than 4 hours being delivered to a Home Care client/patient.</p>
16.1	Outreach Support	<p>Q. It is stated that 'Home Care' short duration outreach service is applicable to durations of less than 4 hours being delivered to a Home Care client/patient. 1, Will Outreach services and activities within the</p>

		community be commissioned in excess of four hours? 2, If so will these visits be commissioned under the home care of the contract or the supported living of the contract? 3, At what rate will such services be paid?
		A. Outreach Services/activities within the community may be commissioned in excess of four hours. Support described in point one above shall be commissioned at Supportive Lifestyles One to One Support. The ceiling rate as set out in the 'Contract Notice' for the service is indicative of the rate that will be applied to the service being commissioned.
17.0	NMDS - SC	Q. Please can you confirm whether individual services can register on NMDS-SC in Cornwall or would they have to be an Organisation as a whole?
		A. Please contact the NMDS-SC support services by calling 0845 873 0129/0113 241 0969 or emailing nmds-support@skillsforcare.org.uk to seek clarification on this issue.
18.0	SSIP	Q. Which is correct? 1. Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation be able to bid for packages of care for delivery via the DPS? 2. Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation will have 12 weeks to obtain this in order to maintain their contract award offer?
		A. Both are correct. Applicants with no SSIP or an expired SSIP, but can demonstrate their application is in progress may be admitted to the overarching DPS Agreement and have up to 12 weeks in which to obtain a SSIP accreditation prior to signing. However, during that time cannot enter the Call for Competition procedure for a Call off Agreement until the SSIP accreditation is awarded. In the event this is not achieved in this timeframe Commissioners may terminate the DPS Agreement.
19.0	Assistive Technology	Q. Will the Council purchase/fund the appropriate Assistive Technology or will this cost be expected to be met by the Service Provider?
		A. Funding will be assessed for this on a case by case basis but the costs are not expected to fall to the Care and Support Provider.