

SCHEDULE 15 SPOT PURCHASE PRICE



Financial period 2017/18

Suffolk Care Home Placements for Adults

Start date: Monday 10th April 2017

Provider:		Contract number:	
Address:			

**SECTION 1 – This is to be completed ONLY if SCC published rates are accepted
WITHOUT the need for a third party contribution**

1	*Suffolk County Council published rates	SCC Rate Per week Pro rata	**Enter the room numbers to which the Suffolk rate <i>Please identify where the room is a shared room.</i>	
Care Home without Nursing	Standard	£485	Room Numbers	
	***Special needs	£581	Room Numbers	
****Care Home with Nursing	Standard	£485	Room Numbers	
	***Special needs	£581	Room Numbers	

* Accepting Suffolk rates - means that a third party contribution is NOT required

**Suffolk will only make a placement in a double room where it is the expressed wish of the Service User

***See criteria for these services - ACS Prices and Inflation 2014/15

**** Funded Nursing Care (FNC) not included in the rates quoted.

SECTION 2 – This is to be completed if the total weekly care home fee for the rooms specified are ABOVE the published rate and a third party contribution is required.

2	Suffolk County Council published rates NOT accepted; a third party contribution required	Enter Rate Per week Pro rata	**Enter room numbers <i>Please identify where the room is a shared room.</i>	
Care Home Without Nursing	Standard	£	Room Numbers	
	***Special	£	Room Numbers	
****Care Home With Nursing	Standard	£	Room Numbers	
	***Special needs	£	Room Numbers	

Signed on behalf of Provider

Signature:

Date:

Name (please print):

Post held (please print):

Organisation (please print):

Signed on behalf of Suffolk County Council

Signature:

Date:

Name (please print):

Post held (please print):

Signing of this Schedule indicates the Providers willingness to continue to contract with the Council under the Council's Terms and Conditions of Contract, Service Specification and other applicable Schedules.

SCHEDULE 15
CALCULATION OF TOTAL PRICE PAYABLE IN RESPECT
TO INDIVIDUAL SERVICE USERS

1. DEFINITIONS

- “Council Contribution”** means the financial contribution per week, which the Council will make to the Provider.
- “Individual Service Contract”** means the individual agreement between the Council and the Service User that sets out the Total Price and how it is calculated
- “Service User’s Contribution”** means the financial contribution per week, if any, which the Service User after assessment by the Council in terms of the National Assistance (Assessment of Resources) Regulations 1992 or any other rule of law is required to make in respect of their residence in the Care Service Provider.
- “Registered Nursing Care Contribution”** means the contribution payable by the NHS for resistered nursing care
- “Third Party Contribution”** means the weekly payment required to be made by a Third Party or the Resident him/herself where legally permitted.
- “Total Price”** means the financial contribution per week, made up of the **Council’s Contribution**, the **Resident’s Contribution** and where applicable any **Third Party Contribution**

2. PAYMENT

- 2.1 The Council shall pay the Service Provider for Services purchased in accordance with Individual Service Contracts issued by the Council.
- 2.2 The Total Price payable shall be the appropriate price rate detailed in the Individual Service Contract and is the price expressed in pounds per week that the Service Provider shall receive for the Service. The Total Price includes the Service User contribution, the Council contribution and any other contribution **excluding** Funded Nursing Care (FNC).
- 2.3 The Service Provider shall not be entitled to any payment for the Service other than the Total Price unless agreed with the Council and recorded in the Individual Service Contract as a special condition. Any additional care services provided, such as day care or 1:1 support, need to be agreed BEFORE commencement with the Council’s Social Work Services – normally these would be covered by a separate Service Agreement with payment being made by the usual method for the type of extra care
- 2.4 In the event that the Council has a legal charge or operates a deferred payment on a Service User’s property and is funding the Service User until the property is sold and the Service User becomes self-funding, the Service Provider cannot increase their fees retrospectively. A separate negotiation must take place between the Service Provider and Service User or their representative once they become self-funding.

- 2.5 For out of County placements for older persons, it is usual for Suffolk County Council to contract at the price agreed by the host Local Authority. Suffolk County Council will also honour any fee increase at the same rate the host Authority agrees with their Service Providers.

3. PROCEDURE FOR VARIATION OF TOTAL PRICE

- 3.1 The price rates quoted in the Annual Suffolk Care Home Placements for Adults Form (Appendix 1) and the Total Prices recorded in Individual Service Contracts issued during the current financial year shall remain fixed until the beginning of the next financial year unless there is a change of need which should be referred to the Council's Area Social Work Team. Confirmation of rates will be sent in time for changes to be made on the 1st of April each year.
- 3.2 The price rates and the Total Prices recorded in Individual Service Contracts shall be reviewed once each year by the following process and in line with clause 8.16 of the Terms and Conditions:
- 3.2.1 The Council's proposed Annual Rate Review shall be notified to the Provider by the Council in writing no later than 28th February of that year and will normally be applied in the first pay period of the next Financial Year.
- 3.2.2 The Provider and the Council shall use all reasonable efforts to agree rates and Total Prices by 1st April of that year. If the Provider is not willing to accept the Council's percentage uplift it will be expected to provide the Council with such financial and management information as may be needed to allow the Council to reach an informed decision on the Annual Price Review in accordance with Clauses 8.16 of the Terms and Conditions of Contract.
- 3.2.3 The new agreed rates shall be fixed for the financial year commencing on 1st April each year and shall be recorded in writing. Total Prices payable and recorded on Individual Service Contracts shall be adjusted accordingly.
- 3.3 In the event that the level of needs of a Service User change to such an extent that the Service Provider considers that they can no longer be met within the Total Price paid on the Individual Service Contract, the Service Provider may request a review by the relevant Area Social Work Team. The outcome of the review will determine whether or not the Total Price should be increased to meet the needs of the Service User and that price should not exceed the maximum price quoted by the Service Provider on the yearly amendment form.
- 3.4 The Provider may be asked by the Council to provide any information to enable the Council to analyse the price for Services.

4. PAYMENT TO PROVIDERS

- 4.1 No part of the Total Price shall be payable to the Service Provider in respect of any part of the Service rendered before the Start Date or after the date of termination of the Individual Service Contract.
- 4.2 If under the arrangements below the Council or any other party pays for days of Service after the date of termination of the Individual Service Contract, the Service Provider shall refund on request the amount of the Council's contribution, or the other party's contribution(s) paid in respect of days after the date of termination of the Individual Service Contract. If the sum of money has been outstanding for a period of 3 (three) months or more, then the same may be deducted from any sum

due or which at any time may become due to the Council under any contract between the Provider and the Council.

- 4.3 Where the Service User enters the Service Provider before the Service User has been financially assessed and before the amount of the Service User's contribution can be determined then the Council will make payments to the Service Provider on a full fee basis, including the Council contribution, the Service User's contribution and any Registered Nursing Care contribution but not including any Other Agency Contribution. The Council shall collect the amount of the Service User contribution until the Service Provider is notified of the Service User's financial assessment.
- 4.4 When the Service User has been financially assessed and the amount of the Service User's contribution is known, then the Council shall inform the Service Provider in writing at which point the Service Provider shall start to collect the amount of the Service User's contribution from the Service User. If at any time the amount of the Service User's contribution changes the Council shall notify the Service Provider who will collect the revised amount from the date of the change.
- 4.5 At the same time the Council shall inform the Service Provider of the amount of the Council's contribution and shall start to pay this amount to the Service Provider from an agreed date in accordance with this Contract. If at any time the Service User's contribution changes the Council will revise the Council contribution effective from the date of the change.
- 4.6 The Service Provider shall not seek any payment from the Service User or the other agency unless specifically agreed with the Council and notified to the Service Provider in writing.
- 4.7 NOT USED
- 4.8 **The Service User's Contribution**
 - 4.8.1 It shall be the responsibilities of the Service Provider to collect the amount of the Service User's contribution direct from the Service User or his/her representative as notified by the Council. The amount shall be specified in the Individual Service Contract and cannot be collected in advance if it causes financial hardship to the Service User or their representative.
 - 4.8.2 If the Service User or their representative is unable to pay, or refuses to pay, the Service User's contribution, the Service Provider shall use all reasonable efforts to collect it. 'All reasonable efforts' being construed as sending a reminder 1 (one) month after an unpaid invoice was sent and thereafter pursuing the unpaid contribution at a minimum of fortnightly intervals. The Service Provider shall notify the Council, through the appropriate Care Manager if the contribution remains unpaid for a period of 2 (two) months and outline the action taken and proposed to collect the payment. After it is agreed that the Service Provider has used all reasonable efforts to collect it, then the Council will start to pay the amount of the Service User's Contribution owed to the Service Provider from the date of default by the Service User. If the Service Provider subsequently recovers any of the unpaid Service User's contribution from the Service User, then it shall immediately pay the amount recovered to the Council.
 - 4.8.3 The Service User shall not be required to pay from any source including Personal Allowance and/or (if applicable) DLA (Mobility Component) for any part of the Service which is deemed to have been included in the Total Price other than in accordance with the Council's financial assessment of the Service User's contribution and set out in the Individual Service Contract.

4.9 The Council's Contribution Process for Payment to Providers

4.9.1 The Council shall pay the amount of the Council's contribution as set out in the Individual Service Contract direct to the Service Provider in accordance with the following method or as the Council may direct from time to time.

4.9.2 The Council will make payments to the Provider based on the following procedure:

4.9.2.1 It is the Council's normal procedure to pay for home care using RHAPS (Residential Home Automatic Payment System). The Provider receives an Individual Placement Contract setting out the relevant Service User Contributions or is notified in writing by the Council of the date the assessed payments by Automated Payment System will commence. This will normally occur upon commencement of the care being provided. A RHAPS payment cannot be set up if the service has not been accredited with the Council. If there a delay between a resident being placed in a care home and the RHAPS payment being set up this will be taken into account when the first automated payment is made.

4.9.2.2 The Provider shall notify the Council immediately, in writing, of any changes to the nominated bank account.

4.9.2.3 The Council will send an electronic remittance advice note in respect of each payment made by the Council to the Provider. This will detail the name(s) of the Service User(s), the period covered by the payment and the amount paid for each Service User. The Council is only able to electronically forward this advice to one e-mail account.

4.9.2.4 The four weekly invoice periods schedule will be notified to the Provider annually. (Appendix 2)

4.9.2.5 Payment shall be made by the Council to the Provider on dates specified by the Council and shall initially cover 28-day periods commencing on a Monday using the Bankers Automated Credit System (BACS). Payments will be made on the basis of two weeks in advance and two weeks in arrears. The Council reserves the right to alter payment dates and payment periods. The Council will provide details of the operation of the RHAPS to the Provider on accreditation only; further copies will be provided on request.

4.9.2.6 Payments by the Council to the Provider will be made via BACS to a bank notified in writing by the Provider to the Council.

4.10 The Third Party Contribution

4.10.1 The third party contribution is the amount stated in the Individual Service Contract provided by a party not the Council or the Service User towards the payment of the Total Price. Certain Service Users may top up from their disregarded capital or income. Service Users who can top up are those subject to a 12 (twelve) week property disregard or those on a deferred payment arrangement, within the meaning of The Care and support (Charging Assessment of Resources) Regulations 2014.

A Service User may choose, if available, a placement at a price higher than the Council would normally pay for a person with his/her assessed needs. The Council, however, is not under any obligation to meet the additional cost.

- 4.10.2 It shall be the responsibility of the Service Provider to collect the third party contribution direct from the third party.
- 4.10.3 The third party contribution shall be the subject of an agreement between the Council and the third party. Any request for increase to the top up will be applied for through the appropriate Area Team.
- 4.10.4 The third party contribution is an amount to meet the difference between the price that the Council would normally expect to pay and the actual higher price charged by the Service Provider.
- 4.10.5 If the third party does not pay the third party contribution, then the Service Provider shall notify the Council on the next Working Day following the day that payment was due. The Council shall have the right to terminate the Individual Service Contract immediately on giving Notice in writing to the Service Provider.
- 4.10.6 For the avoidance of doubt if there is an increase or decrease in the difference between the Total price and the Council's contribution then the third party contribution cannot be amended without the prior agreement of the Council, payer and Service Provider.
- 4.10.7 As part of the Council's Annual Rate Review (**Schedule 15, Section 3.2**), the provider must return a third-party contribution form (**Appendix 4**) to notify the Council of changes in third-party contributions.

4.11 **Contribution from another Agency**

- 4.11.1 The contribution from another agency is the amount stated in the Individual Service Contract provided by an agency other than the Council or the Service User towards the payment of the Total Price.
- 4.11.2 It shall be the responsibility of the Council to collect the Other Agency contribution direct from the Agency.
- 4.11.3 The Other Agency contribution shall be the subject of an agreement between the Council and the Other Agency.

4.12 **Funded Nursing Care Contribution (FNC)**

The funded nursing care contribution (FNC) is the amount stated on the Individual Service Contract determined by an NHS registered nurse using the FNC tool, and paid to the Service Provider by the Council as part of the Total Price or host authority practice. The FNC may include an allowance for continence aids if the Service User is assessed as needing this service.

4.13 **Temporary Absence**

- 4.13.1 The Provider will notify the Council of any permanent or temporary absence (in excess of 7 days).

4.13.2 In the case of temporary absence from the Care Home for any reason and until the Service User returns or until such time as the Individual Placement Contract is terminated, the payment by the Council to the Provider will be the same as if the Service User was continuously residing at the Care Home.

4.13.3 In the absence of the Service User, any additional hours that were agreed to support the Service User's placement will cease immediately. Any other Services which are the financial responsibility of the Service User, will also cease immediately.

4.13.4 The Provider and Council may not let or otherwise use the accommodation during any temporary absence.

4.13.5 Where a Service User becomes absent (for a continuous period) from the care of the Provider for more than 42 days (or such other period agreed between the parties) the Individual Placement Contract will be reviewed at monthly intervals. The Provider will keep the Council informed of absences in excess of 7 days.

5. EXTRAS

5.1 The Service Provider may charge the Service User for any facility not included in the Service, such as the provision of hairdressing, dry cleaning services or outings ("Extras") provided that these have been agreed with the Council and the Service User and recorded in the Individual Service Contract. The Service Provider shall ensure that all Extras are notified to the Service User, or their legal representative where the service user lacks capacity, at the outset of the placement and recorded in the Individual Service Contract.

5.2 The Service User, or their legal representative, shall be personally liable for any charge made for Extras and the Service Provider shall be responsible for recovering any charges direct from the Service User. The Council shall not be liable for payment of these charges.

5.3 The provision of continence aids to the Service User shall never be an Extra.

6. TOTAL PRICE

The Total Price of the Service is expressed in pounds per week and where the Service is provided for less than a week the price for the part week shall be calculated by dividing the Total Price by 7 (seven) and multiplying the result by the number of days in the part week that the Service is provided. The end date of a placement is deemed to be the last day on which the Service User is in the Service Provider beyond 12 (twelve) noon.

7. DIRECT PAYMENTS

7.1 The Law Commission has recommended expanding direct payments to residential care. A direct payment is money given by a social services department to an individual to buy the support they have been assessed as needing. This is in lieu of services provided by social services departments, and there is no set financial limit. Guidance on direct payments, including easy-read versions, can be found on the Department of Health website ([www.dh.gov.uk/PolicyAndGuidance/OrganisationPolicy/FinanceAndPlanning/Direct Payments/fs/en](http://www.dh.gov.uk/PolicyAndGuidance/OrganisationPolicy/FinanceAndPlanning/DirectPayments/fs/en)).

- 7.2 Payments can be made for day-to-day needs such as dressing, cooking, driving, bathing and support to facilitate discharge from hospital. They can also be used to make social activities possible – visiting friends, evening classes and college and gardening. They can be used to purchase anything that is perceived as an assessed need.
- 7.3 The Council will be allowing Direct Payments for persons in long and short stay residential care. It will be the families or service users choice to decide how best to meet their needs, with the support of their local authority. The direct payment may be used to either to purchase the totality of care or particular services within a residential setting. Direct Payments are designed to make care more personalised, in the way it is arranged and delivered.
- 7.4. The Council will play a central role in identifying the impacts of residential care direct payments delivering as the core administrator. Negotiations will be made with the individual Service Providers taking part in the process as to what services can be provided in this way without affecting the cost to other service users in the Service Provider.
- 7.5. The Council will assess the progress of the scheme through the local development manager and the reviewing teams.