

## Schedule 4 - Price and Payment

Note – this version of this document has been formatted to be meet accessibility standards for publication online. In the event of any discrepancy between this version and the version included in the contract with providers, the version included in the contract with providers take precedence.

### 1. Price

- 1.1 The Price for each Individual Service Order is the applicable Usual Price in appendix 1, 2, 3 of this Schedule (or as otherwise agreed) and shall be fully inclusive of all charges and costs necessary for the delivery of the services including but not limited to recruitment, training, supervision, management, payroll, administration, subsistence and employee remuneration including weekend, evening and bank holiday allowances.
- 1.2 If the Service is for a short-term placement, payment will be made using the Usual Price and divided by 7 days to give a daily rate (if applicable)
- 1.3 If the Service is to be delivered outside Norfolk it is usual for the Council to contract at the price agreed by the host Local Authority. The Council will also honour any yearly fee variation that that same host Authority agrees with their Service Provider's in accordance with clause 8 below.
- 1.4 The Resident shall not be required to pay from any source for any part of the Service included in the Individual Service Order other than in accordance with the Council's financial assessment of the Resident's Contribution as detailed in clause 2.8 below.

### Additional services and payment from the Resident

- 1.5 Charges for services other than the Service set out in the Individual Service Order and Care Plan, or not otherwise met by the Council, shall be met by the Resident where she/he or her/his relative/advocate has agreed in writing to do so. This agreement must be undertaken in conjunction with the social worker and the Council must be given prior notification in writing detailing the additional services and fees associated.
- 1.6 The Service Provider may ask the Resident to pay for the cost of acts of abuse of or deliberate damage to the property of the Care Home or other residence, but only with the prior written agreement of Norfolk County Council.

### 2. Method of payment

- 2.1 Payment of the Price detailed on the Individual Service Order will be made automatically by Banker's Automated Credit System (BACS). The Provider is not required to submit invoices to the Council for this contract. A remittance advice note will be sent to the Provider detailing payments made.
- 2.2 If the Price on the Individual Service Order is varied the payment will automatically adjust accordingly.
- 2.3 The Council will make payment to the Provider every four weeks (two weeks in advance and two weeks in arrears) for the duration of the Individual Services. The first

payment may be for a period of less than four weeks in order to make the following payments at the same time as other payments.

- 2.4 The Provider must check that the Residents' listed on the remittance advice note referred to in clause 2.4 are still in receipt of the Service and must inform the Council forthwith of any errors. If there has been a discharge or death, the Provider must inform the Council's Authorised Officer. Failure to do so could place the Provider in default in accordance with clause 22.1 of the Framework Agreement.
- 2.5 The Provider must notify the Council of any errors within 30 days of receiving a payment so the error can be rectified in good time.
- 2.6 The Council reserves the right not to investigate queries identified by the Provider more than 30 days after the payment date.
- 2.7 The Council uses an eBrokerage tool through Marketplace to broker all new Residential placements. The Provider must complete the pricing information in line with this Schedule 4, when submitting a response to a request. The Provider will then update the final price agreed with the Council, if there is a change to the fee originally submitted, before the Individual Service Order can be created on the Care system.
- 2.8 The Council uses a Provider Portal as its prime method to manage the delivery of ISO's, management of provider queries and submission of financial data in relation to services provided. Provider's must use the Provider Portal for this purpose.

### **3. Residents' contribution**

- 3.1 The Council shall pay to the Provider the Price (gross) for each Individual Service Order unless all Parties agree that the assessed Residents' Contribution (or any part thereof towards the cost of his/her service) be paid direct to the Provider, whereupon the Council will pay to the Provider the (net) balance due.
- 3.2 For the first twelve weeks of the Individual Service Order (3 x 4 weekly) payments to the Provider will be made by calculating the total sum due to the Provider without any deduction of any Resident's Contribution. This period will allow the full and accurate completion of the financial assessment of the Resident to take place. The Council will collect the Resident's Contribution during this period. Only after the first twelve weeks can arrangements be put in place for net payments to be made which allow the Provider to collect Resident's Contributions.
- 3.3 Where the Resident pays the Resident Contribution direct to the Provider, the Provider must not be the person who is responsible for cashing pension(s) or benefit(s) for the Resident. In such circumstances, the Resident must have an agent or advocate independent of the Provider to handle such financial transactions on his or her behalf and the Provider shall use their best endeavours to ensure that such an agent or advocate is appointed.
- 3.4 The Provider must maintain accurate records of any Resident Contributions collected from the Resident on behalf of the Council and such records may be inspected by the Council at any time.

- 3.5 Where the Resident makes their Contribution direct to the Provider and arrears of more than three weeks arise, the Provider must notify the Council in writing. After three weeks' arrears the Provider shall be entitled to require the Council to make good the arrears and pay the Price direct to the Provider until such time as the Resident resumes her/his contributions. If the Provider is subsequently paid any Resident Contribution by the person using the service for the whole or any part of a period that the Council has made payment in respect of, the Provider shall reimburse the Council in full for the amount of any such Resident Contribution received.
- 3.6 Resident Contribution's will be re-assessed annually by the Council and any variation in a Resident's Contribution shall be implemented in April of each year and shall be notified in writing to the Provider if they are collecting the contributions.
- 3.7 The Council reserves the right to reassess and vary a Resident's Contribution at any time, and written notification of any such variation shall be given by the Council to the Provider if they are collecting the Resident's Contributions.

#### **4. Treatment of current and former self funders**

- 4.1 The Provider will notify the Council 6 months before a current self-funder's wealth is likely to deplete to such a level that they become eligible for the Council's funding. If private contract commenced within the 6-month period, the Provider will notify the Council immediately.
- 4.2 If a self-funder's wealth depletes and they become eligible for the Council's funding, the Council will issue an Individual Service Order at the Usual Price.
- 4.3 If either Party believes that the Resident requires services not covered by the Service Specification then clause 9.1 and 9.3 shall apply.
- 4.4 If the Provider is unwilling or unable to provide the Service at the Usual Price, then the Provider may request that the Council consider adding a top-up on top of the Usual Price. The Council will consider such request and explore the feasibility of introducing a Third-Party Agreement. If agreed, the balance between the Usual Price and the Price will be met by a contribution from a Third Party which will be implemented in accordance with clause 6.
- 4.5 If the Parties agree a new Price under clause 4.3 or 4.4 above then the Individual Service Order will be varied to reflect the agreed Price.
- 4.6 If agreement cannot be reached, a new placement may need to be sought and the Individual Placement Process will be followed as documented in Schedule 11.

#### **5. Treatment of individuals eligible for Deferred Payments**

- 5.1 In some cases, an existing privately funded resident may apply and become eligible for a Deferred Payment. Where this is the case, the price payable in respect of the individual will automatically revert to the appropriate Usual Price as shown in the relevant appendix to this schedule. (1 Learning Difficulties, 2 Mental Health or 3 Older Persons and Physical Disabilities)

- 5.2 For new placements, where the Individual Placement Process has been followed and an individual is eligible for Deferred Payment's, the price agreed is the price determined through the Individual Placement Process.

## **6. Third Party Top-Ups**

- 6.1 The Usual Price detailed in appendices 1,2 & 3 to this schedule represents the price the Council would normally pay for a Resident with the relevant level of assessed needs. In some circumstances a Resident may choose a placement which costs more than the Council's Usual Price. If such a placement is agreed by the Council then the balance between the Usual Price, and the Price may be met by a contribution from a Third Party (known as a Third-Party Top-Up). The Third-Party Top-Up shall be the subject of a separate Third-Party Agreement between Norfolk County Council and the Third-Party contributor. The Price detailed on the Individual Service Order will include the amount of the Third-Party Top-Up
- 6.2 Third Party Contributions will be considered when the Council undertakes its annual review of Usual Prices as described in clause 7.1 .
- 6.3 The Service Provider must not approach the Resident, their relatives, Third Party contributor or any other person with an interest regarding either introducing a Third-Party Top-Up or the level of the Third-Party Top-Ups.
- 6.4 Any 3rd party top up paid to the Provider by the resident will be recoverable, in accordance with the Framework Agreement Terms and Conditions clause 12, Prices and Payment for Services.

## **7. Price variation: variation of Usual Prices**

- 7.1 The Usual Prices in the pricing model shown in Appendices 1, 2 and 3 to this schedule will be reviewed annually by the Council in consultation with representatives of Providers and any variation will take effect from the Monday in the first two weeks in April each year to coincide with the increase in welfare benefits. Such variation will be notified to the Provider in writing.
- 7.2 If there are any statutory changes which would affect the Usual Price, then the Council will review the Usual Price and notify any variation to the Provider in writing.
- 7.3 If the Parties agree a change to the Price for an Individual Service Order which does not affect the Usual Price, then this will be implemented using the variation process as set out in clause 29 of the Framework Agreement

## **8. Out of county variation of Usual Prices**

- 8.1 Norfolk County Council will agree to honour the outcome of the host authority's annual price review for any Resident funded by Norfolk County Council in that host authority's geographical area. The Service Provider shall forward the award letter to the Procurement Manager in Norfolk County Council within 3 working days of receipt and the change (if any) will take effect from the Monday in the first two weeks in April each year, to coincide with the increase in welfare benefits.

## **9. Price variation: variation of Price for Individual Services**

- 9.1 Negotiations about altering the Price to be paid for Individual Services may take place between the Council and the Provider where either Party believes that the situation of the Resident does not fit the Service Specification. Where an existing Resident develops a special need for a service not covered by the Service Specification and the Provider is able to meet that need, then the Provider may negotiate with the Council for an additional fee and amendment to the Service Specification to reflect that need. The Individual Services will be subject to a minimum three-monthly review within the first twelve months and six monthly thereafter.
- 9.2 The Council shall, during a Care Review undertake a review of the Price and consider what variation (if any) resulting from changes in the care needs of the person using services may need to be made to the Price. Any variation will be in line with the standard rates as set out in Appendices 1, 2 and 3.
- 9.3 Where the parties agree a change to the Price for Individual Services then the Council will issue a new Individual Service Order which includes these details.
- 9.4 Primary Health Need; Service Specification 17.1 states that should there be a material change in the Resident's needs, or in the way that a Resident would prefer their Services to be provided, the Council should be informed. This requirement exists because Section 22 of the Care Act 2014 places a limit on the care and support that can lawfully be provided to individuals by local authorities.
- 9.5 The National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care October 2018 (Revised) Published March 2018 states that some individuals' nursing or healthcare needs are such that the local authority is not permitted to meet their ongoing care and support needs, and instead they become fully the responsibility of the NHS.
- 9.6 Should a Residents need's change they should be assessed by a multidisciplinary team (MDT) using the national Decision Support Tool (DST).
- 9.7 If they are assessed as having a primary health need, they are eligible for NHS Continuing Healthcare and the NHS will be responsible for providing for all the individual's assessed health and associated social care needs, including accommodation, if that is part of the overall need. The Council will not be responsible for funding these needs.

## **10. Placements which pre-date this LTR Framework**

- 10.1 Any Individual Service Orders between the Council and the Provider under any other Contract will automatically transfer to this LTR Framework from the start date of this LTR framework.
- 10.2 Where the Price for such Individual Service Orders differs from the Usual Prices as set out in Appendices 1, 2 and 3 to this Schedule:
- 10.3 The Price for the pre-existing Individual Service Order will remain in place unless varied in accordance with the following clauses.

- 10.4 If the Individual Services are to be increased or decreased such that a change in the Price for the pre-existing Individual Service Order is required then evidence of how the Price was devised must be produced by the Provider, with the reasonable assistance of the Council. This will then be used to calculate the new Price to reflect the increase or decrease in Service.
- 10.5 If no evidence can be produced under clause 10.4 identifying rates paid by the Council to the Provider to date for the Individual Services in question, then the Usual Prices will be applied from the date of variation.
- 10.6 There may be a requirement for the weekly rate to be stepped down as part of the care plan or to meet an outcome. It will be expected that if a Resident is placed in a higher banding and their support and care needs reduce, the weekly rate should be reduced to the lower category.
- 10.7 Any change to the Price for Individual Services agreed under this clause 10 will be confirmed by the Council issuing a new Individual Service Order. The Provider should not rely on agreement which is not confirmed by receipt of a new Individual Service Order.
- 10.8 Should the Provider and the Council fail to reach agreement on any change to the price requested in accordance with clause 10 the Council shall continue to make payment at the previously agreed rate until agreement is reached. The disputed amount will not be subject to the late payments interest charges.

## **11. Cost of care**

- 11.1 The Provider agrees to collaborate with the Authority in any process to ensure an accurate record of the cost of providing the Services is documented and that value for money is achieved in all aspects of the Services. For the purposes of this Framework Agreement, the open book process is defined whereby the Provider agrees to provide open access to the Authority's representatives to its accounts and records to enable the Authority's representatives to fully review the costs of the provision. This may be an on-going process for the first and each subsequent year of the Framework Agreement.
- 11.2 The Council reserves the right to review the costs of the provision each year, or as frequently as possible, to review the following:
- the method and structure for the provision of Services; and
  - the cost of providing the Services on an open book basis
- 11.3 The Provider and the Authority will document the findings in an agreed format.
- 11.4 The Provider will not unreasonably withhold their agreement to any efficiency saving identified by the Authority through Service re-design and will promptly implement the agreed efficiency saving. The full amount of any reduction in the cost of provision of Services as assessed shall be reflected in a reduction in the Framework Agreement Price with effect from when the reduction in cost takes place and for the remainder of the Term of this Agreement

## Appendix 1 to schedule 4 – standard rates for learning difficulties

### Care homes and care homes with nursing for adults with learning difficulties

#### 1. Pricing model

The Order for Individual Services will specify a band based on the complexity of needs of the Resident. A need for additional service elements may be identified through community care assessments and reviews and the price for this will be as per the pricing model below. The identified band and additional service elements will also be specified on the Order.

The level of additional service elements will be reviewed within the first three months of being applied and not less than three times in the first year. The Care Manager will arrange a review with the Provider to determine whether the additional resource is still required. Changes will be agreed, and a new Order issued if necessary.

#### 2. Core costs

The core costs reflect a combination of the organisation cost's and the support banding. The following are part of the core service cost and are included in the 'core' rate for each of the 'bandings'. This list is not exhaustive:

- Management charge including Scheme Manager
- Senior Support staff
- Care and Support Staff
- Relief and agency staff
- Sleeping-in and waking night staff
- Catering/domestic staff
- Cover for sickness and holidays
- 8 days training per staff member per annum
- Recruitment (including CRB checks) and advertising
- Travel and protective clothing
- Insurance
- Administration costs, including staff, postage, professional fees, banking costs etc.
- Accommodation and Board and associated costs, for example utilities, clinical waste disposal, building maintenance, equipment servicing and damages
- Compliance with NCC and CQC regulatory and contractual responsibilities, including registration fees
- Compliance with health and safety and other regulatory responsibilities, including the implementation of policy and procedural guidance to staff
- All direct costs and services associated with daily living including where appropriate cleaning, minor maintenance, gardening and laundry.

## 2022/2023 Core rates per person per week – LD

These rates apply to all new placements from commencement of this contract

See tables overleaf for Descriptors of Need

Banding / Level of Need	Staff:Resident Ratio	Price per person per week for homes registered with CQC for 1 to 6 clients	Price per person per week for home registered with CQC for 7+ clients
<b>Band 1:</b> very intensive for high level very complex needs	2:1 x 7 days	£3,471.52	£3,437.76
<b>Band 2:</b> very intensive for high level very complex needs. If the client requires by exception more than 12 hours 2:1 per day on average, then move to Band 1	1:1 x 7 days	£2,242.33	£2,208.53
<b>Band 3:</b> intensive for high level needs. If the client requires by exception more than 12 hours 1:1 per day on average, then move to Band 2	2:3 / 3:5 / 1:2	£1,080.64	£1,046.86
<b>Band 4:</b> medium for substantial needs	2:5 / 1:3 / 1:4	£810.48	£776.74
<b>Band 5:</b> moderate for appreciable support needs and small homes (registered for up to 4 people)	1:3 / 1:4 / 1:5 / 1:6 or less	£607.88	£574.09

### Notes

1. The above rates include sleep-in staff. The number of staff to cover a sleep in must be sufficient to meet the needs of the Residents. However, if the core service level for the home is to provide a waking night member of staff then a payment of £94.55 per night will be added to the appropriate rate, divided between the number of Residents who share each waking night member of staff.
2. Where a sleep in member of staff is provided as part of the core service, this member of staff is available to be woken up to three times a night to provide any part of the Service.
3. The above rates apply for 52 weeks of the year. There will be no additional charge for bank holidays
4. The above rates include the provision of appropriate activities during the day, seven days a week, to meet the outcomes identified in Residents' care plans as specified by the Care Manager.
5. FNC will be added to the above for a nursing care placement
6. Ratios are presented as staff:Residents

### Additional Service elements



Where additional service elements are required the following rates will apply when the Care Manager has specified the requirements to meet the needs in the Resident's care plan, where these are over and above that expected within the core service. The rate for an additional service element will be shared between all the Residents using it. These additional service elements will be subject to ongoing monitoring.

- a. Convert sleep-in to waking night: £94.55 per staff member
- b. Additional waking night: £134.37 per staff member
- c. Additional sleep-in: £40.53 per staff member
- d. 1:1 support: £13.49 per hour
- e. 2:1 support: £27 per hour

These rates apply 52 weeks of the year. There will be no additional payments for weekends or bank holidays etc.

### **Descriptors of Need**

**Bands 1 and 2: Very intensive for high level very complex needs**

Residents in this group will require a highly specialised environment and a staff team with awareness of and training in the complex presentation of learning disability. The staff team will be able to put into practice specialised, tailored interventions devised by the Community Learning Difficulties Team with a high degree of consistency and complete regular and thorough risk assessments. It will be clearly demonstrated/ assessed by the Care Manager that 2:1 or 1:1 staffing is required during all waking hour (15 hours per day) to minimise risk to the Resident and/or others and to achieve positive outcomes. Residents in this category will demonstrate one or more of the following:

- High frequency, intense severe challenging behaviour requiring a complex (multidisciplinary) treatment programme including specific behavioural intervention and the regular use of physical intervention techniques.
- Complex learning disability/mental health/physical needs presentation.
- Unusually severe or complex Autistic Spectrum Disorder, dementia, epilepsy presentation

**Band 3: Intensive for high level needs**

Residents in this group are likely to require specialised environment and equipment; 24-hour staffing with ratios lending themselves to 1:1 (sometimes 2:1) at frequent intervals and high levels of observation combined with flexible and imaginative tailor-made activities. The following may also occur:

- Severe challenging behaviour requiring specific behavioural intervention and consideration of Breakaway and/or physical intervention techniques.
- Extreme end of the autistic spectrum requiring specific behavioural and communication strategies.
- Significant mental health needs in addition to learning difficulty requiring specialised interventions and monitoring.
- Significant sensory disability.
- Behaviour requiring high levels of supervision and monitoring (e.g. high-risk sexual behaviour).
- Final Stage Dementia requiring specialised interventions and monitoring.
- Significant physical health needs requiring individualised care.

All with substantial input from the Community Learning Difficulties Team

**Band 4: Medium for substantial needs**

Residents in this group are likely to require staff assistance for a significant proportion of time and support with personal care tasks. Leisure activities will be facilitated individually and in small groups; sleep-in night staff are more likely to be required. The following may also occur:

- Mild challenging behaviour requiring specific behavioural intervention and consideration of Breakaway and other safety techniques.
- Autistic spectrum requiring specialised behavioural and communication strategies.
- Mental health needs in addition to learning difficulty requiring monitoring.
- Mid-stage Dementia requiring monitoring.
- Physical health needs requiring individualised care.
- Assistance with self-help skills.

All with input from the Community Learning Difficulties Team.

Band 5: Moderate for appreciable needs

Residents in this group are likely to need support with personal care, domestic routines, developing social relationships and accessing a range of community facilities and resources. Whilst a level of independence may be achieved, this will be dependent on regular advice and support. The following may also occur:

- Some inappropriate behaviour.
- Limited sense of personal safety.
- Need for support with developing self-help skills.
- Need for support with developing self-care skills.
- Need for support with physical health care.
- Need for support with mental health care.
- Need for support in planning the activities of daily living.

#### **Definition of 1:1 and 2:1 service**

A Resident in receipt of 1:1 staffing must have a dedicated member of staff working only with him/her for the specified period. That member of staff must not be shared with other Residents during the specified period.

The member of staff will:

- be additional to the core staffing complement of the home
- have a defined role or task in relation to a named client for a specified period of the day
- work with that named client only at any time
- meet the needs of that client with respect to outcomes agreed with the Care Manager as set out in the Care Plan

## Appendix 2 To schedule 4 – standard rates for mental health

### Care homes and care homes with nursing for adults with mental ill health

#### 1. Pricing model

The Order for Individual Services will specify a band based on the complexity of needs of the Resident. A need for additional service elements may be identified through community care assessments and reviews and the price for this will be as per the pricing model below. The identified band and additional service elements will also be specified on the Order.

The level of additional service elements will be reviewed within the first three months of being applied and not less than three times in the first year. The Care Manager will arrange a review with the Provider to determine whether the additional resource is still required. Changes will be agreed, and a new Order issued if necessary.

#### 2. Core costs

The core costs reflect a combination of the organisation costs and the support banding. The following are part of the core service cost and are included in the 'core' rate for each of the 'bandings'. This list is not exhaustive:

- Management charge including Scheme Manager
- Senior Support staff
- Care and Support Staff
- Relief and agency staff
- Sleeping-in and waking night staff
- Catering/domestic staff
- Cover for sickness and holidays
- 8 days training per staff member per annum
- Recruitment (including CRB checks) and advertising
- Travel and protective clothing
- Insurance
- Administration costs, including staff, postage, professional fees, banking costs etc.
- Accommodation and Board and associated costs, for example utilities, clinical waste disposal, building maintenance, equipment servicing and damages
- Compliance with NCC and CQC regulatory and contractual responsibilities, including registration fees
- Compliance with health and safety and other regulatory responsibilities, including the implementation of policy and procedural guidance to staff
- All direct costs and services associated with daily living including where appropriate cleaning, minor maintenance, gardening and laundry.

## 2022/2023 core rates per person per week – MH

These rates apply to all new placements from commencement of this contract

Note: Where additional 1:1 hours exceed 12 per day on average in bands 2 and 3, the resident may be placed on the next band up and subject to that rate for the remainder of the placement or until the next review of care determines otherwise.

Banding / Level of Need	Staff:Resident Ratio	Price per person per week for homes registered with CQC for 1 to 6 clients	Price per person per week for home registered with CQC for 7+ clients
<b>Band 3:</b> intensive for high level support needs.	2:3 / 3:5 / 1:2	£1,080.64	£1,046.86
<b>Band 2:</b> enhanced for substantial needs.	2:5 / 1:3 / 1:4	£810.48	£776.74
<b>Band 1:</b> standard for appreciable support needs.	1:3 / 1:4 / 1:5 / 1:6 or less	£607.88	£574.09

### Notes

1. The above rates include sleep-in staff. The number of staff to cover a sleep in must be sufficient to meet the needs of the Residents. However, if the core service level for the home is to provide a waking night member of staff then a payment of £94.55 per night will be added to the appropriate rate, divided between the number of Residents who share each waking night member of staff.
2. Where a sleep in member of staff is provided as part of the core service, this member of staff is available to be woken up to three times a night to provide any part of the Service.
3. The above rates apply for 52 weeks of the year. There will be no additional charge for bank holidays
4. The above rates include the provision of appropriate activities during the day, seven days a week, to meet the outcomes identified in Residents' care plans as specified by the Care Manager.
5. FNC will be added to the above for a nursing care placement
6. Ratios are presented as staff:Residents

### Additional Service elements

Where additional service elements are required the following rates will apply when the Care Manager has specified the requirements to meet the needs in the Resident's care plan, where these are over and above that expected within the core service. The rate for an additional service element will be shared between all the Residents using it. These additional service elements will be subject to ongoing monitoring.

- a. Convert sleep-in to waking night: £94.55 per staff member
- b. Additional waking night: £134.37 per staff member

- c. Additional sleep-in: £40.53 per staff member
- d. 1:1 support: £13.49 per hour
- e. 2:1 support: £27 per hour

These rates apply 52 weeks of the year. There will be no additional payment for weekends or bank holidays etc.

**Definition of 1:1 and 2:1 service**

A Resident in receipt of 1:1 staffing must have a dedicated member of staff working only with him/her for the specified period. That member of staff must not be shared with other Residents during the specified period.

The member of staff will:

- be additional to the core staffing complement of the home
- have a defined role or task in relation to a named client for a specified period of the day
- work with that named client only at any time
- meet the needs of that client with respect to outcomes agreed with the Care Manager as set out in the Care Plan

	<b>Longer Stay</b>	<b>Medium Stay</b>	<b>Short stay</b>
<b>Level 1 - Standard</b>	The environment, organisation and staffing levels in the home meet needs for individual attention, enhancing independence, exercising choice (including managed risk-taking) and participation in appropriate in-house and community activities. They are sufficient to ensure the Residents safety and to meet personal care needs with dignity and choice.	The environment, organisation and staffing levels in the home meet needs for individual attention, enhancing independence, exercising choice (including managed risk-taking) and participation in appropriate in-house and community activities. They give Residents opportunities to increase their independence (e.g. self-catering) and to take control over their lives as the first steps towards more independent accommodation.	The environment, organisation and staffing levels in the home meet the need for individual attention and facilitate maintaining or acquiring contacts with the wider community. They give Residents opportunities to increase and demonstrate their independence and control over their lives. Residents have access to activities that promote their recovery, including education, leisure and voluntary or paid work, with practical support if necessary. Housing providers, community groups and other relevant agencies are involved from the start of a placement.
<b>Level 2 - Enhanced</b>	In addition to Level 1: able to manage significant periodic risk issues; give individual support with personal care, physical health issues and when participating in activities (e.g. provide weekly escort to maintain an outside contact); work to promote independence, with some input from secondary mental health services.	In addition to Level 1: able to undertake programmes of work to acquire new skills, give support in taking up community opportunities, managing risk issues. This could be to meet specific additional needs in the early stages of a recovery programme, or as part of a planned move to more independent accommodation. Housing providers and other relevant agencies are involved in care planning.	In addition to Level 1: limited additional one-to-one staffing required to enable a planned move to independent accommodation e.g. to manage risk issues, acquire specific skills, support the involvement of housing providers, community groups and other agencies. Some input from secondary mental health services.
<b>Level 3 - Intensive</b>	In addition to Level 2: able to manage significant and constant risk issues which require high levels of supervision and monitoring, including waking night staff; give substantial one-to-one attention on a daily basis; address significant additional physical health care needs; undertake planned interventions with substantial input from secondary mental health services.	In addition to Level 2: substantial one-to-one staffing required to enable a planned move to more independent accommodation, e.g. meeting emotional support and cultural needs, addressing risks and practical obstacles, engaging the support of housing providers, community groups and other agencies. Substantial input from secondary mental health service	In addition to Level 2: substantial one-to-one staffing required to enable a planned move to independent accommodation, e.g. meeting emotional support and cultural needs, addressing risks and practical obstacles, actively engaging the support of housing providers, community groups and other agencies. Substantial input from secondary mental health service.

## Appendix 3 To schedule 4 – standard rates for all other client groups

### Care homes for older people including organic mental ill health, adults with physical disabilities

#### 1. Pricing model

The Order for Individual Services will specify a band based on the needs of the Service.

#### 2. Core costs

The core costs reflect a combination of the organisation costs and the support banding. The following are part of the core service cost and are included in the 'core' rate for each of the 'bandings'. This list is not exhaustive:

- Management charge including Scheme Manager
- Senior Support staff
- Care and Support Staff
- Relief and agency staff
- Sleeping-in and waking night staff
- Catering/domestic staff
- Cover for sickness and holidays
- 8 days training per staff member per annum
- Recruitment (including CRB checks) and advertising
- Travel and protective clothing
- Insurance
- Administration costs, including staff, postage, professional fees, banking costs etc.
- Accommodation and Board and associated costs, for example utilities, clinical waste disposal, building maintenance, equipment servicing and damages
- Compliance with NCC and CQC regulatory and contractual responsibilities, including registration fees
- Compliance with health and safety and other regulatory responsibilities, including the implementation of policy and procedural guidance to staff
- All direct costs and services associated with daily living including where appropriate cleaning, minor maintenance, gardening and laundry.

## Weekly payment Levels 2022/2023

<b>Banding</b>	<b>Shared room</b>	<b>Single room</b>
<b>Care Homes</b>		
Residential Standard	£691.57	£691.57
Residential Enhanced	£762.02	£762.02
4 – Mentally ill	See separate chart	
5 – Suffering from drug or alcohol dependency	£410.16	£436.04
6 – Learning difficulties	See separate chart	
7 – Physically disabled and disablement began under pension age	£538.97	£565.98
<b>Care Homes With Nursing</b>		
Nursing Standard	£699.17 (plus *FNC @ £209.19 = £908.36)	£699.17 (plus *FNC @ £209.19 = £908.36)
Nursing Enhanced	£781.36 (plus *FNC @ £209.19 = £990.55)	£781.36 (plus *FNC @ £209.19 = £990.55)
11 – Mentally ill	See separate chart	
12 – Suffering from drug or alcohol dependency	£479.21 (plus *FNC @ £209.19 = £688.40)	£506.34 (plus *FNC @ £209.19 = £715.53)
13 – Learning difficulties	See separate chart	
14 – Physically disabled and disablement began under pension age	£570.03 (plus *FNC @ £209.19 = £779.22)	£570.03 (plus *FNC @ £209.19 = £779.22)

\*FNC rate for 22/23 figure of £209.18 in accordance with NHS directive commencing 01/04/2022

### Notes:

- Residential Enhanced and Nursing Enhanced only apply to placements in homes that meet the requirements of the specification for Older People with Mental ill health
- Where the prices for Care Homes with Nursing includes the element for NHS Funded Nursing Care the Council will be paying this on behalf of Health.



## Eligibility for specialist care homes

### Residential standard – Older People and Other (including Physically Disabled Pension Age)

Residents in this dependency level will have a degree of disability/frailty (physical, sensory and/or mental) that can be associated with their age. Such Residents may be able to carry out self-care tasks independently but are in general need of assistance in order to maintain a range of daily living functions, including:

- daily assistance to get up and go to bed
- assistance to eat and drink and with food preparation
- assistance to wash
- assistance to bath
- assistance to use the lavatory, including changing incontinence pads and emptying catheter bags
- access to assistance or oversight during unsocial hours
- some supervision or assistance with mobility.

**This may involve mild confusion with some degree of lack of concentration and wandering.**

### Residential standard – Very Dependent or Blind Older People (including high dependency needs such as a low to moderate degree of dementia)

Residents in this dependency level may have a degree of disability/frailty that can be associated with age, as well as behaviours related to dementia or other significant cognitive impairment and/or behavioural issues.

**Physical needs:** These Residents will have greater needs than Standard Dependency and require a significant level of assistance (as opposed to simply requiring supervision) with daily living tasks, including assistance with such things as, feeding, toileting and other continence problems, bathing, skin and mouth hygiene, dressing, transfers, ambulation, mobility and/or orientation. Residents may also require the use a range of equipment including hoists to safely effect transfers.

**Health Oversight:** Such Residents may also be experiencing considerable difficulty arising from sensory disabilities, physical and/or mental disability/frailty, which may require the oversight of district or Mental Health or other Specialist Community Nurses.

**Behaviour:** It is possible that these Residents will demonstrate varying levels of inappropriate behaviour, which may have an adverse effect for themselves and other Residents, if they are not supported by a staff presence or staff action. However, they will not suffer from the effects of mental ill health with associated behaviour that requires considerable management, support and additional staff attention to mitigate the impact on other Residents.

We expect these Residents to meet the Norfolk County Council criteria for Residential Standard payments as detailed below.

### **Residential Enhanced – Very Highly Dependent Older People with Organic Mental ill health**

Residents in this dependency level will be Older People who are suffering from the effects of organic mental ill health with associated behaviour that requires considerable management, support and additional staff attention. This behaviour could have a major effect on other Residents.

**Physical needs:** All such Residents will need the majority of self-care tasks carried out by someone else,

AND

**Behaviour:** will have two or more of the following characteristics:

- a) High level of cognitive impairment, which is likely to include marked short-term memory issues and maybe disorientation in time and place. The Resident has a limited ability to assess basic risks with assistance but finds it extremely difficult to make their own decisions/choices, even with prompting and supervision. Constant supervision and an adaptive environment is needed to prevent risk or severe distress.**
- b) Psychological and emotional needs such as mood disturbance or anxiety symptoms or periods of distress which do/does not readily respond to prompts and reassurance and has/have an increasing impact on the Resident's health and well-being. Withdrawn from social situations and demonstrates difficulty in engaging in care plans and/or daily activities. Staff will need to be able to reduce the impact of these needs on Resident's wellbeing.**
- c) Behaviour that poses a predictable risk to self and/or others. Risk assessments indicate that planned interventions are effective in minimising but not always eliminating risk. Compliance is variable but usually responsive to planned interventions. Such behaviour includes disinhibited behaviour, which may distress others such as inappropriate toileting, uninhibited sexual behaviour, and inappropriate interference with other Residents. Staff attention and behaviour management will need to be able to minimise the occurrence of such behaviour and their impact on Residents and others.**

It would be expected that Residents in this group would generally be disorientated in time and place and/or have limited communication and/or require constant reassurance and would for example require the provision of an escort on transport. Residents in this group may exhibit a range of behaviours, which require skilled management, such as restlessness at night, wandering, being noisy or other disruptive behaviours.

Any identified nursing needs will not require the constant availability of a qualified nurse and may be appropriately met by advice, supervision and attention from Community Nursing and/or Community Psychiatric Nursing services.

The ASSD or nominated representative is responsible for the assessment of needs of Older People and determining the appropriate care setting. However, needs will fluctuate over time, both to a lower and higher level. A priority must be to maintain a stable environment for the Resident and therefore the capacity of the Home to support individual Residents in the longer term will be taken into account in determining whether the placement is still appropriate.

## **Eligibility for specialist care homes with nursing**

### **Nursing standard – Older People and other client groups (including Physically Disabled Pension Age) with nursing needs**

Residents who are appropriately placed in a Residential Care Home may need some intervention during the period of their stay for health reasons. Any health care needs will normally be appropriately met by advice, supervision, or attention from the Community Nursing services.

This care category relates to Residents who have nursing needs beyond this level, need attention or care under the constant supervision and availability of a qualified nurse and will need to be considered for placement in a Care Home that provides Nursing Care. These needs would be assessed by the designated nurse in accordance with the National Framework for Nursing Needs assessment, prior to any move.

### **Nursing enhanced – Very Highly Dependent Older People with Organic Mental ill health with nursing needs**

**In addition to meeting the eligibility criteria above, the Resident will have additional needs, which will require medical intervention and the constant availability of specially trained nurses within the Care Homes.**

These will include behaviour of severity and/or frequency that poses a significant risk to self and/or others. Risk assessments indicate that the behaviour(s) require(s) a prompt and skilled response that might be outside the range of planned interventions.

In addition, the Resident will have two or more of the following needs:

- a) Psychological and emotional needs such as mood disturbance or anxiety symptoms or periods of distress that has/have a severe impact on the Resident's health and well-being.  
Withdrawn from any attempts to engage them in support, care planning and daily activities.
- b) Inability to reliably communicate their needs at any time and in any way even when all practicable steps to do so have been taken.
- c) Severe cognitive impairment, which may include, in addition to lacking short- term memory, problems with long term memory or severe disorientation. The individual is unable to assess basic risks and is dependent on others to anticipate even basic needs and to protect them from harm.

N.B.: Residents who exhibit behaviour of a severity and/or frequency that presents an immediate and serious risk to self and/or others, and where the risks are so serious that they require access to an urgent and skilled response at all times for safe care, should be referred to an appropriate NHS professional (such as the GP), to ensure appropriate care and interventions are put in place. The Provider will also inform the council (see Service Specification 17.1).

## **Services at residential enhanced and nursing enhanced**

In view of the high level of care needs of these Residents the Provider must:

- provide an escort for Residents when travelling outside the Care Home
- provide at least two waking night care staff on duty whatever the overall size of the Care Home
- ensure that all new staff members undertake a planned induction programme that includes approaches and skills needed in caring for Older People with Organic Mental ill health
- ensure that all staff continually develop their skills and knowledge about Older People with Organic Mental ill health through practice-based training
- ensure that staff participate in a specialist training programme that will equip them to care for Older People with Organic Mental ill health, based on the Skills for Care Knowledge Set for Dementia

In premises that are registered for more than one Resident group, the Provider must:

- ensure that Residents in the Enhanced bands can always be managed safely with minimal risk to themselves and other Residents in the Care Home. Ideally this would be on the ground floor of the Care Home
- ensure that where there are a number of Residents falling within these bands, they are accommodated in small group situations, which may require a designated area of the Care Home.