

Annex 5 (APPENDIX 1)

Business Rules

This appendix seeks to outline current Hampshire County Council working practices and business rules to support the Care and Support at Home Service. These may need to be adapted over the life of the contract.

The Business Rules were updated on 22.01.2024 to reflect the removal of the 12-week post assessment period, referenced in the Service Specification (Sections 4d., 5.2., 14 and Annex 5 (Appendix1)). From this date all new provision will be set up as long-term packages of care, as outlined below, and packages will no longer be paid on the full commissioned hours during the first 12 weeks of the post assessment period.

In line with 5.2 of the service specification providers must continue to work to meet people's needs and goals, maximising their independence by applying Strength Based techniques. Providers should aim to review and right-size packages of care including assessing the need for double up packages which support on-going requirements to meet the persons defined outcomes. Where a change in a persons care package is required, a provider should ensure the Council is informed via the Councils nominated method.

1. Payment Plan – all care packages including Take a Break (TAB)

1.1. For all care packages, Providers will be paid for the number of the weekly commissioned hours, as assessed by the Social Worker / Practitioner, on a 4 weekly payment cycle. Unless the visit length is less than the Council's commissioned duration after rounding has been applied (1.3). This will result in the following payment period being reconciled based on the hours provided in the Variations data submission by the Provider.

1.2. TAB hours will be recorded in the Variations to planned services data submission and will be paid the following payment period.

1.3. Providers are required to submit their Variations data on a weekly basis for a period Monday to Sunday.

If a visit length is less than the Council's commissioned duration, the visit should be rounded up by the Provider to the nearest 15 minutes of care provided, up to a maximum of the commissioned duration. The Variation should be submitted to reflect the actual hours delivered by the Provider after the rounding has been applied. For Example:

- Providers may round up to the next 15 minutes to a maximum for the full planned time. For example:
 - If the visit is planned for 45 minutes but the carer leaves after 14 minutes the Provider can submit a Variation for 15 minutes as the visit is rounded up to the next 15 minutes.
 - If the visit is planned for 45 minutes but the carer leaves after 31 minutes the Provider can submit a Variation for the full 45 minutes as that was what was planned time.

- The Variation must be sent electronically to the Council using the Council's nominated electronic method and format on a weekly basis (Monday to Sunday).

This information is required as it will form the billing data for the person receiving the service. Failure to submit Variations data could lead to payments being withheld.

The following will apply to all packages of care;

1.4. Providers can only bid for packages of care at 1 of the three rates agreed (standard price, enhanced rate 1 or enhanced rate 2). Providers cannot bid at historic prices or any other price outside the most recently agreed price with the Council.

1.5. The price is on an hourly consolidated basis. Providers cannot add premiums for 30-minute calls, hard to reach areas, evenings, weekends, bank holidays or any other reasons.

1.6. Providers cannot charge the Council travel costs in addition to the price. However, it is worth noting that all care staff are entitled to be paid at least the national minimum wage or living wage for the work that they do. This means that time spent caring for people, travelling to care calls, and waiting to start the care call should be included in the pay calculation. Travel distance, travel time and wait time all need to be considered, to ensure care staff are being paid either the national minimum wage or national living wage depending on age.

It is not unlawful for care staff to have their travel time between appointments unpaid, so long as their total pay averages out at or above the appropriate minimum wage rate once travel time is factored in.

1.7. Frustrated Visits will be paid for but must be notified within the Variations data submitted to the Council in order to advise people using services in the event that they have a query about their Client Contribution.

1.8. The Council will not pay for missed calls.

1.9. Cancelled calls made by the person using the service will not be charged for and paid where the Service Provider is informed at least 24 hours before the visit is due. The Service Provider may charge for and will be paid only where the visit is cancelled by the person receiving the service less than 24 hours prior to the planned time.

1.10. The Council will pay for hours submitted in the Variations data and will only pay extra for unique events requiring immediate intervention where a call has been extended by more than 60 minutes of its planned duration (payment will be for the first 60 minutes plus any subsequent minutes incurred). Authorisation needs to be obtained from the relevant team and details of the person authorising the extended time needs to be included when the variation is submitted. For example:

- If the visit is planned for 45 minutes and the carer is there for 1 hour 20 minutes, the Provider may only submit a Variation for 45 minutes as that was the planned time and the overrun was for less than an hour.
- If the visit is planned for 45 minutes and the carer is there for 1 hour 50 minutes, the Provider may submit a Variation for 2 hours as the overrun was for more than an hour over the planned time and the visit is rounded up to the nearest 15 minutes.

1.11. Providers will be paid for any calls up until an unplanned break has occurred, or any frustrated calls as a result of an unplanned break.

1.12. All payments will be made gross of client contributions.

1.13. The price must be consolidated on an hourly basis.

1.14. Delayed hospital discharges: Payment will not start (or restart) until care is delivered. This also applies in cases where a package of care cannot start because the individual is admitted to hospital before or on the planned start date or the individual is not discharged on the planned start date; in both cases, the Provider is required to contact the hospital team immediately to discuss the new anticipated discharge date and/or voiding the referral.

2. Enhancements (not applicable for Tier 1)

2.1. Enhanced rates are only available to packages of care at Tier 2.

2.2. There will be 2 different enhanced rates in addition to the price that Providers can apply.

2.3. It is the Providers choice at the time of bidding which rate they wish to apply to a package of care.

2.4. All rates are set at a consolidated hourly rate.

2.5. Only one rate can apply to a package of care.

2.6. Enhanced rates are not capped.

2.7. Enhanced rates are set by the Provider at the time of tendering. If a Provider has a standard hourly price of £20 and an enhanced rate of £23, they cannot part apply an enhanced rate and bid at £21.50.

2.8. Providers can only apply their enhanced rate at the point they bid for the package. Enhanced rates cannot retrospectively be applied after the package of care has been awarded.

2.9. Enhanced rates cannot be applied to Take a Break packages.

3. Annual Price Review Mechanism (Tier 1 only)

3.1. The Council will review the price on an annual basis.

3.2 Following a review of the price, if the Council considers a price uplift should be applied, it shall apply the following mechanism to determine the amount of uplift.

Mechanism:

3.3. The price change will be calculated by 60% of the EARN03 Index and 40% CPIH both based on the October index. The Council may vary the actual uplift given up or down by a maximum of 10% of the outcome of this calculation, at its discretion. By way of example, if the uplift formula returns a result of 4%, the County Council would apply an uplift between the ranges of 3.6% and 4.4%. If necessary, the Council will round the new figure so that it is divisible for 30 and 45 minute packages. Where this happens, the Council will round up.

3.4. Where economic, legislative changes or planned economic changes e.g., national living wage announcements, take place within a year but are not yet reflected in the above index the Council at its absolute discretion may choose to uplift prices by a further amount to reflect these changes.

3.5. Rate changes as a result of the annual price review will take effect in line with the DWP change for the next financial year.

3.6 The Council reserves the right, in exceptional circumstances, to make additional uplifts throughout the Initial Term or any Extension Period applying the above price review mechanism.

3.7. The Council will not accept any requests from the Provider to review the price outside of this process.

4. Annual Price Review Mechanism (Tier 2 only)

4.1. The Council will review the price of the standard rate and the enhanced rates on an annual basis.

4.2. The price change, including for enhanced rates, will be calculated by 60% of the EARN03 Index and 40% CPIH both based on the October index. The Council may vary the actual uplift given up or down by a maximum of 10% of the outcome of this calculation, at its discretion. By way of example, if the uplift formula returns a result of 4%, the County Council would apply an uplift between the ranges of 3.6% and 4.4%. If necessary, the Council will round the new figure so that it is divisible for 30 and 45 minute packages. Where this happens, the Council will round up.

4.3. Where legislative changes or planned economic changes e.g. national living wage announcements, take place within a year but are not yet reflected in the above index the Council at its absolute discretion may choose to uplift prices by a further amount to reflect these changes.

4.4. Rate changes as a result of the annual price review will take effect in line with the DWP change for the next financial year.

4.5. At the start of the contract in 2018 the hourly rate range was set at £15-£20 for the first year. This will be changed annually in line with the EARN03 and CPIH figures as set out above. This will be for new Tier 2 applications. Any changes to the annual price review mechanism will be communicated to the market prior to the effective date determined by the DWP change for the next financial year.

5. January Rate Window (Tier 2 only)

5.1. Providers can review their price, standard and enhanced rates for new business in October 2018 and then annually in January. Any new prices will take effect from the following April in line with the DWP change for the next financial year. The Council may manage this through its nominated electronic method.

5.2. Any change will not come into effect until the Council have confirmed acceptance and the start date of the new rates with the Provider. Details will be communicated through the Council's nominated electronic method.

5.3. Any change to the price as part of this process will be for **new packages of care only**. Existing business will remain at the price they were awarded at subject to any Annual Price Review.

6. Referrals for new packages of care

6.1. Referrals for new packages of care will be made electronically by the Council's Brokerage team.

6.2. Unless the Tier 1 Provider in a zone has any purchasing conditions/restrictions all referrals for new packages of care will be made to Tier 1 first.

6.3. Tier 1 Providers should accept or give reasons for rejection of packages of care as soon as possible and will have 24 hours to accept a referral after which it will be referred to Tier 2.

6.4. In the event of a referral requiring care to start within 48 hours the Brokerage team may telephone the Tier 1 Provider to ascertain availability during the 24-hour period and offer the package of care to tier 2 Providers in the event that the Tier 1 Provider cannot accept the package of care.

6.5. Providers bidding for packages of care must be able to commence the package of care in the period stated and confirm the start date. Providers bidding for packages of care must ensure the start date stated allows the Provider enough time to meet the person/family, undertake pre assessment, risk assessment and initial care planning activities. Bids which cannot start in the stated period may be rejected by the Council.

6.6. Tier 2 bids will be required to be submitted via the Council's nominated electronic method by 3pm throughout the working week (Monday – Friday). Packages of care published before 11am will be evaluated on the same working day.

6.7. Packages of care published after 11am will not be evaluated until the next working day.

6.8. Unless a Tier 2 Provider in a zone has any purchasing conditions/restrictions all referrals for new packages of care will be offered to all Tier 2 Providers in the relevant zone and will be awarded based on lowest price.

6.9. In the event that more than one bid has been received at the same price and the Providers can both start care on the date required, the winning bid will be determined

by the choice of the individual using the service or allocated social worker/practitioner.

7. Take a Break (TaB)

7.1. The individual using the service can bank hours for take a break for up to 6 weeks. If those hours are not used within a 6-week timescale they will cease.

7.2. Where a person already has an Adults' Health and Care commissioned package of care in place, any new TaB package supporting the cared for person, to give the primary carer a break, will be offered to the existing Service Provider in the first instance to enable continuity of care for the person.

8. Breaks and Cessation of packages of care

8.1. Providers are expected to work proactively with AHC Contract Relationship Managers and AHC Operational Teams to mitigate the risk of packages of care ceasing and disruption to service delivery when or if the risk arises.

8.2. Providers must give a minimum of 21 calendar days' notice when handing back a package of care.

8.3. Where a Provider is handing back a package of care the Provider must provide a reason for handing back a package of care and complete a detailed pen picture containing details of the care and support currently being provided by the outgoing Provider. The Provider must inform both the person or their representative who they are providing a service for of their decision and the appropriate Social Work Community Team.

8.3. Notice of hand backs must be sent via the Councils nominated electronic method.

8.4. The Provider is required to notify the Council of any deaths of individuals using their service within 24 hours using the Council's nominated method. The Council will pay for all calls delivered up to the point of death.

8.5. The person receiving services, or their representative and the Council are required to give 24-hour notice of withdrawing from the Service. In the event that less than 24-hours notice is given the Provider will be paid for the 24-hour notice period.

8.6. The Provider is required to notify the Council of any relocation of individuals receiving a service from the Service Provider as they become aware and no later than 24 hours before the package of care ceases.

8.7. In the event of any breaks, the Provider would be required to keep the package of care open for an initial 7 calendar days. Following that 7-day period, in the event that a Provider terminates the package of care, the Provider will need to clearly communicate the notice served via the Council's chosen electronic method, 24 hours prior to the termination of the package of care.

8.8. Where a break has been caused by hospital admission. At the earliest opportunity the Provider should inform the Hospital Social Work team of the individuals admission. Following the 7-day period, the Council reserves the right to

approach the Provider that previously provided a service to the person to identify whether they are able to restart the package of care and support any increase in care needs on the previously commissioned rate to enable continuity of care for the individual.

9. Modifications to the Business Rules

The Council has discretion to modify the Business Rules by way of any additions, deletions, or amendments The Council sees fit during the Initial Term and any Extension Period. Such modifications are not considered to be material amendments under the Public Contracts Regulations 2015 and may include but are not limited to:

- a) Amendments to change the post assessment period criteria including the package reviews within that period.
- b) Amendments to introduce related services such as Joint Hospital Prevention Services.
- c) Amendments to increase or decrease the number of enhancements or the enhancement rate (as set out in Section 3) applied during the initial term or any extension period.
- d) Amendments to change the application of enhanced rates so that it becomes the decision of the Council as to whether an enhancement applies.
- e) Permitting Providers to set a price for each new Package of Care.
- f) Amendments to change the criteria around making a placement for Tier 2.
- g) Amendments to increase or decrease the period of time in which Providers have to respond to a referral.
- h) Amendments to the time in which Providers have to commence a referral from the date the Provider accepts the referral.
- i) Amendments to reduce the time in which Providers have to respond to referrals and to commence hospital discharges and new Packages of Care.
- j) The inclusion of night care which may be at the same or a new price.
- k) Amendments to the periods which can be banked as Take a Break hours by individuals using services.
- l) Amendments to change the period in which payments for over delivery are made by the Council.
- m) Amendments to change the notice period which the Provider is required to serve to the Council prior to handing back a Package(s) of Care and/or making any

changes which may result in a disruption in the delivery of the commissioned Package(s) of Care.

n) Amendments to change the notice period for which Providers are required to give to the Council before a Package of Care is handed back.

o) Amendments to allow enhanced rates for the Take a Break Service.

p) Amendments to the referral process to facilitate referrals being made 7 calendar days a week.

q) Amendments to change the mechanism for the annual price review.

r) Amendments to the Key Performance Indicators in the Service Specification.