



SERVICE SPECIFICATION SCHEDULE TWO (2)

PAYMENT AND INVOICING SCHEDULE

CARE AND SUPPORT AT HOME IN BOURNEMOUTH CHRISTCHURCH AND POOLE

Introduction

- 1.1. Definitions and Interpretation: in these conditions, except where the Agreement otherwise requires, the following expressions shall have the meanings hereby ascribed to them:
- 1.2. Agreement Price; The term “Agreement Price” refers to the total fee payable by the Commissioning Partners to the Provider.

2. Care and Support at Home Payment Arrangements

- 2.1. The Provision of Care and Support at Home, from 01 December 2018 shall be at the rate(s) detailed below:

6am-11pm	£
15 minutes	6.35
30 minutes	10.10
45 minutes	11.65
1 hour	15.00
1 hour (CCG enhanced only)*	15.68
Overnight 11pm-6am	
Waking Night	120 per night
Sleeping Night	65.52 per night
24-hour care	15.00 per 1 hour
Live-in Care	To be negotiated on a case by case basis per 1 week

*For hours purchased by NHS Dorset CCG a health enhanced rate of £15.68 per hour will apply as the CHC service users are likely to require more complex care. 15, 30 and 45 minute visits purchased by NHS Dorset CCG will be at the declared rates in 2.1.

- 2.2. The rate charged to Service Users who receive services funded by an Individual Budget should be the same as the rates agreed for the provision of Care and Support at Home set out in this Agreement.
- 2.3. The rates of pay for subsequent years will not be reviewed before 01 November 2019 and will be at the discretion of the Commissioning Partnership.

- 2.4. The Payment rate will be a flat rate for 365 days per year with no enhancements.
- 2.5. The rates detailed in 2.1 are inclusive of mileage unless stated in the Care and Support Plan. Any additional mileage to be undertaken shall be approved in advance in the Care and Support Plan and shall be paid at £0.45 per mile.
- 2.6. The sums payable are exclusive of VAT where applicable. The VAT status of this Agreement is assumed to be part of the exemption from VAT rules.
- 2.7. The payment by the Commissioner for the provision of Care and Support at Home performed fully in accordance with this Agreement shall be payable in arrears as provided in 2.1 above.
- 2.8. The Commissioner will only pay for Care and Support at Home Services commissioned and provided to the standard of the Specification.
- 2.9. The Commissioner reserves the right to withhold payment for any Services not authorised by the Commissioner/Commissioner's Brokerage Team.
- 2.10. If the Provider withdraws, makes unavailable or fails to provide the Services, either temporarily or permanently, the Provider shall reimburse the Commissioner the relevant proportion of the cost in respect of the period of unavailability, unless otherwise agreed in advance with the Commissioner.
- 2.11. If the Commissioner intends to withhold all or any part of a payment it will give notice to the Provider to that effect, which notice shall specify the amount proposed to be withheld and the ground for doing so.
- 2.12. The Provider shall notify the Commissioner immediately when a Service User has cancelled the Services giving cause for concern about the well-being of the Service User. Care Workers must not vary the Service directly with the Service User; if the Provider becomes aware of this they must notify the Commissioner immediately.
- 2.13. For the purpose of this Agreement a Sleeping Night is where the Provider's staff are required to sleep at the Service User's home to include being woken up on up to 3 separate occasions for a maximum of 30 minutes each or a total of 1.5 hours. The Sleeping Night service shall be between the hours of 11pm to 6am.

- 2.14. For the purpose of this Agreement a Waking Night is where the Provider's staff are required to be awake throughout the night. The Waking Night Service will be between the hours of 11pm to 6am hours.
- 2.15. The cost of Live-in Care will include the Service User's contribution and any other funding where applicable e.g. Personal Independence Payment (PIP).
- 2.16. Staff food/meals are not included within the cost of Live-in Care and are the responsibility of the Provider.
- 2.17. Cover for staff breaks is included within the cost of Live-in Care and is the responsibility of the Provider.
- 2.18. If the Live-in carer is disturbed during the night payment will be at the discretion of the Commissioner and must be negotiated with the Brokerage Team and Social Worker/Case Manager.
- 2.19. The Commissioning Partners together with the Provider may work towards changing the payment method for the service which may include developing joint systems, participating in Regional or National systems or the ability to 'bank' and use hours to meet a Service User's assessed outcomes over a designated period of time, but within the 28-day invoicing period. The Care and Support at Home Service Provider shall be notified in writing of such changes.
- 2.20. For packages that are funded jointly between the Commissioning Partners, the Provider will be required to invoice each Commissioner separately for their contribution. Each Commissioning Partner is only responsible for their own Purchasing Authority's contribution unless otherwise agreed in advance between Commissioning Partners on an individual basis.
- 2.21. There shall be no guaranteed purchase of service under this Contract.
- 2.22. All payments will be made in sterling, unless otherwise agreed between the parties.

Individual Commissioning Partner Arrangements

3. CARE AND SUPPORT AT HOME Bournemouth and Christchurch Areas

Payment Arrangements

- 3.1. Payment for the Service commissioned in Bournemouth or Christchurch areas will be in accordance with Condition 2, above.
- 3.2. The Commissioner reserves the right to withhold payment for any Services until the Provider Return Form and Provider Agreed Sheet has been agreed by both parties.
- 3.3. Payment for cancellation of Services e.g. if a Service User dies, is admitted to acute or residential care or moves out of the Commissioner's geographic area, will cease on the day of cancellation.
- 3.4. Payment for the first relevant visit will be made for the first call within a 24-hour period where the Service Commissioner has not given 24 hours-notice of cancellation of Services.

Protected Hours Arrangements

- 3.5. BCP Council may, in some cases, exercise the right to protect payment for packages of care (protected hours). The length by which a package of care may be protected would be determined on a case by case basis.
- 3.6. Packages of care may be protected for up to 5 days, except in exceptional circumstances where the packages of care may be protected for a longer period with authorisation by the Commissioner.
- 3.7. The Brokerage Team will advise Providers when a package of care has been protected, and for how long the package of care will be protected.
- 3.8. Where a package of care has been protected the Provider shall restart the care on the requested date and, if possible, using the same carers.
- 3.9. If the Provider cannot restart a protected package of care on the requested date, BCP Council will not pay the Provider for the protection period and will reclaim, if already paid, the cost of the protected care hours.

- 3.10. If a Service User's package of care is protected while they are in hospital and the Provider is informed that the Service User will not be returning home the Provider must notify the Commissioner immediately. The package of care shall terminate on the day that the Provider or Commissioner received notification from the hospital that the Service User will not be returning home.
- 3.11. Payment for protected hours is kept under constant review.

Invoice Submission (Bournemouth and Christchurch)

- 3.12. The Council has a computerised system for invoicing Service Users who are required to pay the Council for the Service they receive. The Provider shall comply with all reasonable requirements of the Council to operate this system.
- 3.13. The Provider shall submit to the Financial Support Team:
- 3.13.1. A completed Service Provider Return two weeks in arrears (week running from Monday to Sunday).
- 3.13.1.1. The Service Provider Return will be sent to the Provider by email from BCP every Monday
- 3.13.1.2. The Provider must complete and return the Service Provider Return by Friday of the same week
- 3.14. Completed Service Provider Returns should be emailed securely to supplier.return@bcpcouncil.gov.uk.
- 3.15. BCP Council shall arrange for payment in the Provider's Bank Account via the BACS system for the service provided within two weeks of an undisputed Service Provider Return.
- 3.16. BCP Council retains the right to vary the method of payment detailed above.
- 3.17. In the event that some payment has been made by BCP Council to the Provider in ignorance of any such event then the Provider shall forthwith repay to BCP Council any over payment of fees paid.
- 3.18. As part of their auditing procedures BCP Council shall maintain a continual review of the payments claimed and made. If at any time

discrepancies or inaccuracies are discovered the Provider shall be notified in writing and any adjustments required shall be made from any future payment to the Provider.

- 3.19. The Provider may, in partnership with the Commissioner, be required to vary invoicing frequencies and conditions in order to support system requirements.

4. EXTRA CARE – Bournemouth

- 4.1. Payment for the Provision of Extra Care in Bournemouth will be in line with Payment conditions 2 and 3 of the Care and Support at Home Payment Arrangements set out above.
- 4.2. The allocated support hours for each Extra Care scheme within Bournemouth will be detailed in the Service Specification Schedule 7.
- 4.3. The Provider will ensure that where it is required at the relevant Extra Care scheme it is staffed at night and payment for night support is included in the allocated hours in accordance with the instructions of the Commissioner.
- 4.4. The Commissioner will be responsible for collecting all service user contributions.
- 4.5. The Commissioner may vary the amount of hours allocated depending on the profile of the residents. The Commissioner will notify the Provider of any variation to these hours in writing.
- 4.6. The Provider will supply details of how allocated hours are used to the Commissioner upon request.
- 4.7. BCP Council will agree the relevant financial return process with the successful Provider in each extra care scheme.

5. CARERS SERVICES – Bournemouth Christchurch and Poole

5.1. Where the service is arranged between the Service User and the Provider directly, the Provider will submit the used vouchers to the Carers Support Service with an invoice for payment on a monthly basis in arrears to the address in 5.2.

5.2. The Provider shall send all invoices for redeemed vouchers to:

BCP Carers Centre
St Ambrose Cottage
Alumhurst Road
Westbourne
Bournemouth
BH4 8ER

Alternatively, if the Provider wishes to enter the voucher details on the invoice the invoice can be emailed to carersupport@bcpcouncil.gov.uk.

5.3. When the service is brokered by the Brokerage Team in Poole, the Provider shall send an invoice to F.SocialServices@bcpcouncil.gov.uk or

Adults Social Care
Civic Centre Annex
Park Road
Poole
BH15 2RF

Invoices should be marked for Attention Of The Finance Team.

5.4. When the service is brokered by the Brokerage Team in Bournemouth for Bournemouth or Christchurch, the Provider shall record this on the completed Service Provider Return as per condition 3.13 above which should be emailed to supplier.return@bcpcouncil.gov.uk.

5.5. BCP Council shall arrange for payment of all invoices through the Council's finance system directly into the Provider's Bank Account.

5.6. The service will be paid at a flat rate of £15.00 per voucher used, with no enhancements for weekends or bank holidays.

5.7. All other payment conditions will be in line with those in the Payment Condition 2 above.

6. CARE AND SUPPORT AT HOME Poole Area

Payment Arrangements

- 6.1. Payment for the Service will be in accordance with Condition 2, above.
- 6.2. For the avoidance of doubt the BCP Council may make a Deduction of any Default Costs, but is not obliged to do so, and any failure to do so is not a waiver of its rights to claim and recover such monies in any way howsoever.
- 6.3. The Provider shall invoice the Local Authority Commissioner 28 days in arrears in the format required by the Commissioner showing each individual Service User's following information as follows:
- (i) A detailed invoice data record for the 28 day period. N.B. the invoice date must not be a date before the period of care has been delivered.
 - (ii) An invoice that should cover all the care delivered during the 28 day period
 - (iii) A detailed weekly record of all changes to packages occurring during the previous 7 day period to be submitted every Monday; and
 - (iv) A completed and signed Provider Verification of Service Delivery, which should clearly indicate the 28 day period covered.
- 6.4. This information should be sent to the Finance Officer of Adult Social Services at the following address:
- Borough of Poole
Civic Centre – The Annexe
POOLE
BH15 2RU
Or via e-mail to: socialcarefinance@bcpcouncil.gov.uk
- 6.5. The Commissioner shall arrange for payment by BACS directly into the Provider's Bank Account for the service provided within 30 days of receipt of the invoice, if all details shown on the invoice are correct.
- 6.6. The Commissioner will not accept 'back invoicing'. If, however, an instance arises where 'back invoicing' is required then this will be by negotiation with the Commissioner and the Provider. If it is agreed to accept a 'back' invoice, this invoice will only be accepted if the back date is not longer than two months previously.

6.7. Where invoice queries arise between the Commissioner and the Provider, the parties will endeavour to address these within 28 days of the query being raised.

7. CARE AND SUPPORT AT HOME NHS Dorset CCG (Bournemouth & Poole)

Payment Arrangements

7.1. Payment for the Service will be in accordance with Condition 2, above, and in accordance that the price for 1 hour visits purchased by NHS Dorset CCG for individuals within Bournemouth Christchurch and Poole.

7.2. NHS Dorset Clinical Commissioning Group use Caretrack (developed by CHS Healthcare) to make payment to Continuing Healthcare Providers triggered by packages of care entered and agreed to by the Continuing Healthcare commissioners and the provider. These payments are paid by NHS Shared Business Services in arrears at the end of the month at which the service is provided.

7.3. Should you wish to send Invoices for the provision of Continuing Healthcare services not covered under condition 7.2 they need to be submitted to the following address:

NHS Dorset CCG
11J Payables K405
Phoenix House
Topcliffe Lane
Tingley
Wakefield
WF3 1WE

7.4. All invoices relating to condition 7.3 shall have been checked to ensure that they correspond with the care approved in advance by commissioners in writing and actually provided prior to submission to the Commissioner.

7.5. Payment will be made based on actual hours of service delivery. The Commissioner may request copies of time recording information at any time and particularly at the point of review of the package.

7.6. In the event of electronic home care monitoring being introduced by the Commissioner, payment will be made based on the data collected via the

electronic home care monitoring system.

- 7.7. The Commissioner shall arrange for payment directly into the Provider's bank account via the BACS system for the Services provided within 30 days of receipt of a correct invoice for Services performed to the satisfaction of the Commissioner.
- 7.8. Any queries on non-payment must be made within three months of delivery of the Services. If queries are received outside this time-scale the Commissioner offers no guarantee of payment.
- 7.9. Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 7.10. As part of their auditing procedures Dorset CCG shall maintain a continual review of the payments claimed and made. If at any time discrepancies or inaccuracies are discovered the Provider shall be notified in writing and any adjustments required shall be made from any future payment to the Provider.
- 7.11. If the Service User or Service Provider requests discontinuation of the NHS Continuing Healthcare Service, they will need to notify the case coordinator who will ensure patient safety and jointly negotiate a cease date.
- 7.12. Where it has been determined that an Service User is no longer eligible to receive NHS Continuing Health Care Services funding will cease from the date of transfer to an alternative Service Provider or Service funder, which may include the Local Authority and/or the Service User.
- 7.13. The Provider shall provide comprehensive financial reports which accurately reflect the service provision costs and conforms to the financial model agreed with the Service Commissioners.
- 7.14. Dorset CCG may in some cases exercise the right to protect payment for packages of care (protected hours). Packages of care will be protected for up to 5 days whilst a service user has been admitted to a hospital or residential setting, except in exceptional circumstances where the packages of care may be protected for a longer period with authorisation by the Commissioner.
- 7.15. The Commissioners will advise Providers when a package of care has been protected and for how long the package of care will be protected.

- 7.16. Where a package of care has been protected, the Provider shall restart the care on the requested date and, if possible, using the same carers.
- 7.17. If the Provider cannot restart a protected package of care on the requested date, Dorset CCG will not pay the Provider for the protection period and will reclaim if already paid the cost of the protected care hours.
- 7.18. If a Service User's package of care is protected while they are in hospital and the Provider is informed that the Service User will not be returning home the Provider must notify the Commissioner immediately. The package of care shall terminate on the day that the Provider or Commissioner received notification from the hospital that the Service User will not be returning home.
- 7.19. Payment for protected hours is kept under constant review.
- 7.20. Subject to 7.14 payment for cancellation of services e.g. if a Service User dies, payment will cease on the date of death. Provider's notice is drawn to the contractual requirement to submit the Change of Circumstances form to the Continuing Healthcare Team. Forms may be found by following <https://www.dorsetccg.nhs.uk/wp-content/uploads/2018/04/chc-change-circumstance.pdf>