

SCHEDULE TWO (2)

PRICING SCHEDULE

FRAMEWORK AGREEMENT

CARE & SUPPORT FOR ADULTS WITH A LEARNING DISABILITY AND/OR AUTISM

1. Introduction

- 1.1 Bournemouth, Christchurch and Poole Council will come into being on 1st April 2019 but there will be a transition period to follow where the three former councils work together to align their working practices and policies. During this transition period, payments to the Provider will be processed under the two locality areas of Bournemouth and Poole as detailed in this document unless otherwise advised in accordance with clause 2.14. CCG funded placements will be processed in line with the procedure outlined below. Payment arrangement for Christchurch funded services will be confirmed upon award of this Framework Agreement.
- 1.2 Definitions and Interpretation: in these conditions, except where the Agreement otherwise requires, the following expressions shall have the meanings hereby ascribed to them.
- 1.3 Contract Price; The term “Contract Price” refers to the total fee payable by the Commissioners to the Provider.

2. Care and Support for Adults with a Learning Disability and/or Autism

- 2.1 The Provision of Care and Support shall be at the following rates with effect from 1st April 2019 as detailed below:

Lot 1 General Support

7am-10pm	£
15 minutes	4.82
30 minutes	9.63
45 minutes	12.43
1 hour	15.20
Overnight 10pm-7am	
Waking Night	9xhourly rate at £15.20
Sleeping Night	86.40 per night

Lots 2, 3 and 4

7am-10pm	£
15 minutes	4.95
30 minutes	9.88
45 minutes	13.08
1 hour	16.00
Overnight 10pm – 7am	
Waking Night	9xhourly rate at £16.00
Sleeping Night	86.40 per night

The rates for Individual Care and Support where the ratio of members of staff to Service User required is higher e.g. 2:1, 3:1, care and support will be paid at twice, three times the hourly rate as appropriate.

Lot 5 Supported Living Schemes

Service Schedules relating to existing individual Supported Living Schemes will be issued following the tender process and will include all necessary pricing and payment arrangements. To note, 15 minute, 30 minute and 45 minute services will be pro rata the hourly rate agreed for each of the schemes

- 2.2 The rate charged to Service Users who receive Services funded by a Direct Payment, Personal Health Budget or ISF should be no more than the rates agreed for the provision of Care and Support set out in this Agreement with the exception of arrangements made under Clause 2.4 below.
- 2.3 The rates for subsequent years will not be reviewed before 31st March 2020 and will be at the discretion of the Commissioners.
- 2.4 With the exception of packages of care under Lots 2-5 for clients with upper tier needs where rates will be individually negotiated and time-limited, the Payment rates will be declared rates for 365 days per year (366 days in a leap year).
- 2.5 The rates detailed in Clause 2.1 are inclusive of staff mileage and travel time between visits. Any additional mileage incurred in the support of an individual Service User shall be approved in advance in the Care and Support Plan and shall be paid at 45p per mile.
- 2.6 The Provider shall add VAT, if appropriate, to the Contract Price at the prevailing rate as applicable.
- 2.7 The Commissioners will only pay for Care and Support commissioned and provided to the standard of the Specification and Lot specific Service Schedules.
- 2.8 The Commissioners reserve the right to withhold payment for any Services not authorised by the Commissioner/Commissioner's Brokerage Team.
- 2.9 If the Provider withdraws, makes unavailable or fails to provide the Services, either temporarily or permanently, the Provider shall reimburse

the Commissioners the relevant proportion of the cost in respect of the period of unavailability, unless otherwise agreed in advance with the Commissioners.

- 2.10 If the Commissioners intend 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 grounds for doing so.
- 2.11 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 2 separate occasions for a maximum of 30 minutes each or a total of 1 hour. The Sleeping Night service shall be between the hours of 10pm to 7am.
- 2.12 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 10pm to 7am.
- 2.13 The Commissioners 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 Provider shall be notified in writing of such changes.
- 2.14 For packages that are funded jointly between the Commissioners, the Provider will be required to invoice each Commissioner separately for their contribution. Each Commissioner is only responsible for their own Purchasing Authority's contribution unless otherwise agreed in advance between Commissioners on an individual basis. This includes those packages placed under Section 117 arrangements. There shall be no guaranteed purchase of service under this Contract. All payments will be made in sterling, unless otherwise agreed between the parties.

3. Protected Hours Arrangements

- 3.1 Commissioners may, in some cases, exercise the right to protect payment for packages of care (protected hours). The length and value by which a package of care may be protected would be determined on a case by case basis.

- 3.2 The Brokerage Team will advise Providers when a package of care will be protected, and for how long the package of care will be protected.
- 3.3 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.
- 3.4 If the Provider cannot restart a protected package of care on the requested date, the Commissioner will not pay the Provider for the protection period and will reclaim, if already paid, the cost of the protected care hours.
- 3.5 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.
- 3.6 Payment for protected hours will be kept under constant review.

4. Specific Arrangements

4.1 Borough of Poole Payment Arrangements

- 4.1.1 Payment for the Service will be in accordance with Clause 2 above.
- 4.1.2 The Commissioner reserves the right to withhold payment for any Services until the Provider Return Form has been agreed by both parties.
- 4.1.3 A completed Provider Weekly Return (see Sample below) detailing all Services provided in that period and such other supporting evidence shall be provided within 7 days of the end of the relevant payment.
- 4.1.4 The Provider shall invoice the Local Authority Commissioner 28 days in arrears in the format required by the Commissioner with the following information:
 - Provider Name and Address
 - Invoice Number
 - Service User Name
 - Service User Reference Number

- Breakdown of number of hours of service provided
- Weekly summary of the total number of hours provided under this contract
- Hourly rate
- Mileage

4.1.3 Invoices and supporting information should be sent electronically to:

socialcarefinance@poole.gov.uk

Or by post to:

Finance Team

Adult Social Care

Borough of Poole

Civic Centre – The Annexe

POOLE

BH15 2RU

4.1.4 The date of the invoice shall reflect the time that it was sent for payment, invoices should be dated for the current month, not in arrears or in advance of months of service.

4.1.5 The Commissioner shall arrange for payment by BACS directly into the Provider's Bank Account for the service provided 30 days from the tax point date of the invoice, if all details shown on the invoice are correct.

4.1.6 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.

4.1.7 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.

4.2 Bournemouth Borough Council Payment Arrangements

4.2.1 Payment for the Service will be in accordance with Clause 2 above.

- 4.2.2 The Commissioner reserves the right to withhold payment for any Services until the Provider Return Form has been agreed by both parties.
- 4.2.3 A completed Provider Weekly Return (see Sample below) detailing all Services provided in that period and such other supporting evidence shall be provided within 7 days of the end of the relevant payment .
- 4.2.5 The Provider shall submit to the Financial Support Team within 14 calendar days a 4-weekly invoice in arrears (week running from Monday to Sunday).
- 4.2.6 The Provider shall ensure that the 4-week period matches the Weekly Returns for the same period to prevent payment delays.
- 4.2.7 The Provider will send invoices in line with the 4-weekly payment period.
- 4.2.8 The Provider shall invoice the Local Authority Commissioner 28 days in arrears in the format required by the Commissioner with the following information as follows:
- Provider Name and Address
 - Invoice Number
 - Service User Name
 - Service User Reference Number
 - Breakdown of number of hours of service provided
 - A weekly summary of the total number of hours provided under this Contract
 - Hourly Rate
 - Mileage
- 4.2.9 Invoices and supporting information should be sent electronically to:
ascfinancial.support@bournemouth.gov.uk
- or by post to:
Bournemouth Borough Council
Financial Support Team
Wallisdown Heights
119 Canford Avenue
Bournemouth
BH11 8SH

4.2.10 Bournemouth Borough Council shall arrange for payment directly into the Provider's Bank Account via the BACS system for the service provided within 30 days of receipt of an undisputed invoice, that is, if all details shown on the Invoice are correct.

4.2.11 Bournemouth Borough Council retains the right to vary the method of payment detailed above.

4.2.12 In the event that a payment has been made by Bournemouth Borough Council to the Provider in error the Provider shall forthwith repay to Bournemouth Borough Council any over payment of fees paid.

4.2.13 As part of their auditing procedures Bournemouth Borough 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.

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

4.2.15 Sample One Provider Return

1	Sample One															
2	LD Homecare Agencies Weekly Report run on xxxx for date range: xxxx to xxxx for Provider:															
3	Client ID	Client Name	Provider	Service	Rate Band	Weekly Hours	Mon Total	Tue Total	Wed Total	Thu Total	Fri Total	Sat Total	Sun Total	Cost Per Week	Frequency	Permanent Changes
4																Non Permanent Changes
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																

4.2.16 Sample Two Provider Return

[illegible]

4.3 NHS DORSET CCG Payment Arrangements

- 4.3.1 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 Poole and Christchurch.
- 4.3.2 NHS Dorset Clinical Commissioning Group use an electronic system 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.
- 4.3.3 Should a Provider wish to send Invoices for the provision of Continuing Healthcare services not covered under condition 4.3.2 they should be submitted to the following address:

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

- 4.3.4 All invoices relating to condition 4.3.3 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.
- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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 over-payment.
- 4.3.10 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.
- 4.3.11 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.
- 4.3.12 Where it has been determined that a 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.
- 4.3.13 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.
- 4.3.14 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.

4.3.15 The Commissioners will advise Providers when a package of care has been protected and for how long the package of care will be protected.

4.3.16 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.

4.3.17 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.

4.3.18 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.

4.3.19 Payment for protected hours is kept under constant review.

4.3.20 Subject to 4.3.14 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 attached below at Appendix 1.

5. Home Based Support Services

5.1 The proposal is that in the future Carers are offered a choice in the method by which they may access this Service, either through the brokerage method or through a voucher system. Arrangements will be confirmed at the commencement of the Agreement.

5.2 The Provider will submit the used vouchers to the Carers Support Service with an invoice for payment on a monthly basis in arrears.

5.3 When the service is brokered in Poole the Provider shall send an invoice to F.SocialServices@poole.gov.uk or by mail to:

Finance Team
Adults Social Care
Civic Centre Annexe
Park Road
Poole
BH15 2RF

- 5.4 When the service is brokered in Bournemouth, the Provider shall send an invoice to:

Bournemouth and Poole 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:
carersteam@bournemouth.gov.uk.

- 5.5 Bournemouth Borough Council shall arrange for payment of all invoices through the Authority's finance system directly into the Provider's Bank Account.
- 5.6 The service will be paid at a flat rate of £15.20 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 Clause 2 above.

Appendix 1



Dorset
Clinical Commissioning Group

Admission/Change of Circumstance Notification

Please complete notification within 48 hours of ANY change in circumstance (including notification to us of new NURSING PATIENT admissions).

To be completed in block capitals and returned to:

Continuing Healthcare Team, Vespasian House, Barrack Road, Dorchester, Dorset, DT1 1TG

Nursing Home/address _____

Name Of Client _____

Date of Birth _____

NHS Number _____

GP (Please state name & address) _____

Please indicate change and date

New Admissions

New Admission to Nursing Home ☐ Date _____

If admitted from Hospital Name of Hospital _____

Changes

Change in condition ☐ Date _____

Request for re-assessment ☐ Date _____

Transfers

Admission to hospital ☐ Date _____

Return from hospital ☐ Date _____

Discharged to other ☐ Date _____

Please specify (Home, Nursing Home, Rest Home) : _____

If Nursing Home- please give name _____

Change to registered GP ☐ Date _____

(Please state name & address) _____

Death ☐ Date _____

Type of Funding

Change in client's funding ☐ Self-Funding ☐

Local Authority Funding ☐ Continuing Healthcare Funded ☐

Name of Local Authority _____

I can confirm that to the best of my knowledge, there have been no other notifiable changes to the circumstances of the client since the last notification dated _____

Full Name _____ Designation _____

Signature _____ Date _____