Schedule 3

Pricing Schedule (Extra Care Housing Care and Support Provider)

1. Price

1.1 The Price is as specified in Clause 1.3 of this Schedule 3 and shall remain fixed for the Contract Period subject to any inflationary increase that the Council may apply in accordance with Clause 12 of this Schedule 3.

1.2 Service Elements are defined as:

Service Element	Definition
Hourly day rate	Delivery of care where the start time of the commissioned visit is from 07:00am and where the end time of the commissioned visit is until 23:00pm.
Monitoring and Response charge – weekly charge	Provision of the daytime Monitoring and Response element of the service as described in Section 3.2.5 of the specification. Block rate.
Night provision rate – weekly charge	Provision of night time emergency cover between the hours of 23:01pm and 06:59am as described in Section 3.2.6 of the specification. Block rate.
Hourly day sit rate	Delivery of care where the start time of the commissioned visit is from 07:00am and where the end time of the commissioned visit is until 23:00pm. The Provider should refer to Section 3.2.28 of the Specification.
Hourly Night sit rate	Delivery of care where the start time of the commissioned visit is from 23:01pm and where the end time of the commissioned visit is until 06:59am. In relation to the sitting element, the Provider should refer to Section 3.2.28 of the Specification.

1.3 The Price is calculated as follows:

Lot	Scheme Name	Hourly day rate (between 07:00 and 23:00)	Daytime Monitoring & Response Charge per week	Night Provision Charge per week	Hourly daily sit rate	Hourly night sit rate
1	Beechmere					
2	Oakmere					
3	Willowmere					
4	Mill House					
5	Heath View					

2. Invoicing and Payment

2.1 The Provider will submit a valid invoice on a four (4) weekly basis listing the hours (or part thereof) of care delivered in arrears.

2.2 The Provider will submit invoices in a format specified by the Council, and the Council retains the right to amend this format without consultation.

2.3 The invoice will be submitted within 14 days of the end of a billing period for the preceding 4 week period (Saturday to Friday)

2.4 Invoices are used to ensure both accurate payments to the Provider and correct charging to Service Users (by the Council) and so therefore need to be factually correct at the point of submission to the Council.

2.5 Invoices will be processed upon receipt and validation of the invoice, variations (actuals) and stop/starts (where appropriate) for the relevant period.

2.6 A valid invoice includes the submission of a variation of actuals and stops/starts return for the invoice period. Failure to provide all the relevant documentation will deem the invoice invalid.

2.7 It is the Providers' responsibility to ensure that accurate invoices are sent to the Council within specified timescales.

2.8 All details on every invoice submitted to the Council must be certified by a responsible person in the relevant department for the Provider (e.g. Director, Accounts) as correct and in accordance with records maintained by the

Provider. The invoice will contain all appropriate references; a detailed breakdown of the Service provided and will be supported by any other documentation reasonably required by the Council to substantiate the invoice.

2.9 If the Provider believes that any of the data held by the Council is inaccurate then the Provider must inform the Council's nominated key contact immediately. The Council finance team will be unable to pay invoices until the information held by the Council mirrors the information held by the Provider and vice versa.

2.10 The accuracy of invoices and supporting information will be checked and verified by the Council within 14 days of the receipt of a valid invoice from the Provider, subject to the Providers' full compliance in responding to queries or supplying further required information as requested by the Council.

2.11 Payment will be in arrears by BACs transfer and by reference to invoice number commencing on dates nominated by the Council.

2.12 Failure by the Provider to comply with the Payment Instructions may at the reasonable discretion of the Council result in any financial loss to the Council being deducted from the payment made to the Provider.

2.13 Where the service returns are submitted more than three (3) months from the due date the Council will at its sole discretion accept or reject such submission or process them for payment.

3 Variations

A 'variation *of actuals*' is the term used to describe any variation of care delivered when compared against commissioned hours.

3.1 The Provider will submit actuals variations data to the Council on each invoice, submitted via electronic portal, for the preceding 4 week period Saturday to Friday

3.2 The Provider will submit actuals variations data in a format specified by the Council, and the Council retains the right to amend this format without consultation.

3.3 The actuals variations data will identify at least the following:

- Visits which have not been delivered
- Visits which have exceeded or fallen below their commissioned duration in 15 min blocks
- Refused visits
- Cancelled visits
- Visits which were cancelled by the Service User with 24 hours' notice or more

3.4 Actual Variations are used to ensure both accurate payments to the Provider and correct charging to Service Users (by the Council) and so therefore need to be factually correct at the point of submission to the Council.

3.5 It is the Provider's responsibility to ensure that accurate actuals variations are sent to the Council within specified timescales. The Council may request further information from the Provider(s) to verify variations to the commissioned care in order to authorise payment.

4. Stops / Starts

A 'stop / start' is the term used to describe a definite break in care, due to a hospital admission, respite, holiday etc. Stop / starts are not used for individual cancelled calls, and are to only be submitted when a temporary break in care has occurred

4.1 The Provider will submit stops / starts data to the Council every Monday by the close of business for the preceding week (Monday-Sunday)

4.2 The Provider will submit stops / starts data in a format specified by the Council, and the Council retains the right to amend this format without consultation.

4.3 Stops / Starts are used to ensure both accurate payments to the Provider and correct charging to Service Users (by the Council) and so therefore need to be factually correct at the point of submission to the Council.

4.4 It is the Provider's responsibility to ensure that accurate stops / starts are sent to the Council within specified timescales.

4.5 In the event of a care package ending completely, only a 'stop' needs to be submitted to the Council by the Provider.

5. Financial Assessments

5.1 The Provider shall not carry out a financial assessment of the Service User in any circumstances.

5.2 The Provider shall not make any charge to the Service User or Carer for the provision of their care unless directed by the Council. The Provider may provide additional services at the request of the Service User under a private arrangement; however this must be notified in advance by the Provider to the Council.

6. Accounts and Audit

6.1 The Provider shall make those accounts, and any receipts or other supporting documentation available for inspection by the Council's auditors (or other

officers nominated by the Director of Adult Social Care) within reasonable timescales.

6.2 If requested by the Council the Provider shall supply free of charge to the Council copies of these accounts and of any supporting documentation within reasonable timescales.

6.3 Information provided to the Council should be clear and accessible.

7. Hours of Care Undertaken

7.1 For hours of care undertaken, the Price will be calculated based on the Provider's hourly rate as appropriate.

7.2 For parts of hours undertaken, the Price will be calculated pro-rata based upon the Provider's hourly rate as appropriate

7.3 If the Provider is unable to deliver care as a result of safeguarding concerns, complaints or service interruption, the Council has the right to withhold payment for hours that have not been delivered.

8. Monitoring and Response Charge

8.1 The Monitoring and Response Charge will be paid four-weekly as a block rate as specified in clause 1.3 of this schedule.

9. Night Provision Charge

9.1 The Night Provision will be paid four-weekly as a block rate as specified in Clause 1.3 of this schedule.

10. Provider Portal

10.1 The Council requires that Providers submit all invoices and supporting information via the electronic provider portal

10.2 The Provider will submit information to the provider portal in a format specified by the Council

10.3 When the information is submitted to the Council via the provider portal by the Provider, the electronic stamp will be of equivalent validity to a 'wet ink' signature.

11. Possible Changes to Methods of Collecting Payments

11.1 Under continuous service development, there may be a requirement for changes to the methods of collecting payments during the Contract Period. For avoidance of doubt, Service Users assessed as full charge or self-funders and those who make a contribution to the cost of their care may be required to make payments directly to the Provider, even when this is a care package commissioned by the Council.

11.2 The Provider may be required to issue and collect invoices / care charges for Service Users who are assessed as full charge, self-funders or contribute to their care costs.

12. Discretionary Inflationary Increase

12.1 The Price (as detailed at 1.3) is fixed for the Contract Period.

12.2 The Council will determine, at its sole discretion, whether it will uplift the Price to allow for any inflationary increase in the event that the Council exercises its discretion to extend the Contract in accordance with the Agreement (clause 2.6).

12.3 If the Council decides to implement an inflationary increase then this will be determined as follows:

12.3.1 The first 30% of the Price will be increased by the Retail Price Index excluding mortgage interest rates ("RPIX") or any official index replacing it as published by the Office of National Statistics.

12.3.2 The remaining 70% of the Price will be increased by ONS Index - Average Weekly Earnings: Private Sector Services (KA 5E) in the preceding October.

12.4 For the avoidance of doubt, there is no obligation on the Council to implement any inflationary increase during the Contract Period and any decision to do so is at its sole discretion.

12.5 It is intended that any such inflationary increase to the Price will take effect from the start of the four weekly invoicing period which immediately follows the relevant Extension Period.