SCHEDULE 3

PAYMENT SCHEDULE

1. Service Payment

1.1 Subject to provisions of Clauses 9 (Services Payment), 12 (Performance Monitoring and Agreement Review) 38 (Suspension) and 39 (Termination) of this Agreement the Council shall pay the Services Payment to the Service Provider in accordance with this Schedule 3 (*Payment Schedule*).

1.2 Subject to the provisions of paragraph 1.3 and 1.7 (Service Payment) of this Schedule 3 (Payment Schedule) the following Hourly Rates shall apply to the provision of the Services identified within each Call Off Contract:

Service Type	Hourly Rate (£)
1:1 Personal Care Services	£15.92
Shared Personal Care	£15.92
1:1 Night Support (Awake)	£15.92
Shared Night Support (Awake)	£15.92
1:1 Night Support (Sleep In)	£11.76
Shared Night Support (Sleep In)	£11.76

1.3 Notwithstanding the provisions of paragraph 1.2. where the Framework Provider is listed to deliver complex services on the High Level Matching Tool, the applicable Hourly Rates Call- Offs for Adults that the Councils identifies as meeting the published definition of complexity included in Part 3 (Call Off and Award Procedure) at Appendix 5 (as amended from time to time) shall be:

Service Type	Hourly Rate (£)
1:1 Personal Care Services	£17.80
Shared Personal Care	£17.80
1:1 Night Support (Awake)	£17.80
Shared Night Support (Awake)	£17.80
1:1 Night Support (Sleep In)	£11.76
Shared Night Support (Sleep In)	£11.76

1.4 Where a Framework Provider delivers a service to an Adults defined by the Council as complex alongside Adults that are not defined as Complex then any shared hours at the Scheme between these Adults will be paid at the rates in paragraph 1.3.

1.5 The Service Payment for each Call- Off Contract shall be calculated as follows:

(a) the Hourly Rate applicable to the relevant type of Service; and
(b) the number of hours of each type of Service delivered by the Framework Provider in the relevant payment period; and
(c) the Actuals Data submitted to the Council by the Framework Provider in accordance with the provisions of paragraph 2 (*Payment by Actuals*) of this Schedule 3 (*Payment Schedule).*

1.6 The Hourly Rates detailed in paragraph 1.2 and 1.3 (Service Payment) of this Schedule 3 (Payment Schedule) shall apply to the provision of the Services for the duration of the individual Call Off Contract. The Provider shall not be entitled to revise the Hourly Rates as a result of a Scheme Review undertaken by the Council in accordance with the provisions of Schedule 1 (*Service Specification*).

1.7 The Hourly Rates are inclusive of all Services provided to Adults under the terms of this. The Council shall not be liable for any sums in addition to the Services Payment for services delivered additional to those detailed in Schedule 1 (*Services Specification*) unless otherwise requested by the Council in writing to the Provider. Any costs incurred by the Provider as a result of additional service provision over and above the services detailed in Schedule 1 (*Service Specification*) or as otherwise requested in writing by the Council shall be at the Service Provider's own risk.

1.8 An adjustment to the Services Payment may be made:

(a) in the event that the Council changes the minimum price the Council is willing to accept for the provision of the Services; and/or
(b) there is a change in the Adult's assessed needs that requires a change in the Service delivered to the Adult.

1.8. The Service Provider shall make no specific charges direct to an Adult or a third party for the provision of the Services as specified under the provisions of this Agreement or any associated Call-Off Contract, unless authorised to do so in writing by the Council in advance and where this is agreed in writing in advance by the Adult or the Adult's Carer(s).

2. Payment by Actuals

2.1 The Provider is required to submit an invoice to the Council in accordance with paragraph 5 (*Invoicing*) of this Schedule 3 (*Payment Schedule*) for actual time spent with the relevant Adult. The invoice should therefore reflect the timesheets of the Staff and the log kept with the Adult's records for each visit to the relevant Adult.

2.2 Timesheets for Staff and the log kept with the Adult's records must reflect the actual time spent by Staff in attendance with the Adult.

2.3 The Council reserves the right to review the timesheets and records kept by the Provider of visits to Adults to verify the invoices submitted. The Council may, subject

to the agreement of the Adult, review the records kept by the Adult. Any disputed sums shall be dealt with in accordance with Clause 9 (*Services Payment*) of this Agreement.

3. Invoicing

3.1 The Provider shall be required to submit invoices to the Council in accordance with this paragraph 3 (*Invoicing*) for Services delivered under the terms of this Agreement.

3.2 The Council requires the Provider to submit invoices electronically using the Council's fully automated purchase to pay system Extranet.

3.3 Extranet

3.3.1 The Provider shall submit invoices to the Council using the Extranet system. Details of the Extranet system can be found in Appendix 1 (*Extranet System*) of this Schedule 2 (*Payment Schedule*).

3.6.2 The Council may require the Provider to self-receipt on the Extranet system using a pro forma invoice. This process will require a secure login to access the Extranet System.

3.3.3 The Provider will have a secure login to access the Extranet system. The online payment system will give:

(a) the names of the Adults;
(b) details of each Adult's package; and
(c) payment history.

3.3.4 The Council shall provide further information, guidance and training to the Provider about the use of the Extranet payment system prior to the requirement to use the Extranet system.

3.3.5 It is a condition of this Agreement and the Provider hereby acknowledges and confirms that it will:

(a) Self-receipt using the Extranet System; and/or
(b) will submit invoices and supporting information prepared using the Actuals Data to the Council, using the Extranet system upon notification of the requirement to do so by the Council.

4. Payment

4.1 The Council will make a BACS Payment direct to the Provider's nominated bank account within 30 days of receipt of the invoice, upload file or self-receipting as appropriate.

4.2 The receipt or payment of any sum by either party shall be without prejudice to the correctness of the sum and either party may require the correction of incorrect payments.

4.3 Where Services are suspended in accordance with clause 38 (*Suspension*) and the Council needs to make alternative arrangements with another service provider for

Adults and such arrangements incur additional cost(s) then the Council reserves the right to recover such costs at no expense to itself by offsetting these costs against payments without notice to the Provider in accordance with clause 9.6 (*Services Payment*).

4.4 Any disputes relating to any payments shall be dealt with in accordance with clause 9 (*Services Payment*). If the Council has a query or dispute on any constituent part of any payment it shall raise it with the Provider as soon as reasonably practicable. The Provider reserves the right to charge the Council interest at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998 on any such amounts withheld by the Council where it is proved that they were due to the Provider.

4.5 The Provider shall not be entitled to suspend or otherwise decline to perform any Services or any other obligation of the Provider under this Agreement or IPA in whole or in part as a result of any late payment by the Council or any dispute as regards payment.

4.6 In addition to the provisions of clause 9.6 (*Services* Payment) in the event that the Provider fails to perform any Services or any obligation under this Agreement, the Council may deduct from any sums due to the Provider under this Agreement any damages payable that have been incurred by the Council as a result of the Provider's failure to adhere to any obligations under this Agreement

5. Re-alignment of Shared Hours

5.1. Where a Scheme brought forward to the Framework has an element of shared hours between Adults and the following occurs:

5.1.1. A new adult moves in to the Scheme; or
5.1.2. An Existing Adult moves out of the Scheme; or
5.1.3. The needs of one or more Adults at the Scheme change, impacting the shared hours;

then the Framework Provider will be required to follow the process detailed at Appendix 3 of this Schedule 3 (Payment Schedule) to re-align the shared hours between all adults at an individual Scheme utilising the form at Appendix 4 or such other form as is required by the Council from time to time.

6. Absence from the Scheme

6.1. If an Adult is admitted to hospital at any time during the placement, any 1:1 hours being delivered to the Adult shall cease and not be paid for the duration of their stay in hospital (from the date of admittance). In the event that the Adult still requires a number of hours during their stay in hospital the Council may decide to keep a number of 1:1 hours in place to meet an identified need and this will be agreed with the Provider.

6.2. Where the Adult is absent from the Scheme for any planned or unplanned reasons, the Council will not be liable to make payment for any 1:1 hours until such time as the Adult returns.

6.3. Further to 6.2. the Provider will still be paid in full for any shared hours delivered during absence of an Adult due to hospital admission for the first six weeks of any

such absence. After this period a care review may be undertaken to review the provision of shared hours.

6.4. If the Provider identifies that the Adult is not using all of their 1:1 hours for any reason they must inform the Council, as soon as reasonably practicable, and these hours will be removed from the Call-Off Contract.

6.5. The Council may suspend 1:1 hours by giving 24 hours' notice in writing to the Provider's designated representative.

6.6. The Council may re-instate 1:1 hours by giving 24 hours' notice in writing to the Provider's designated representative.

7. Contingency Hours

7.1. Where appropriate an Adult may have Contingency Hours included within their Call-Off Contract and such hours can be utilised by the Provider in the event of specific circumstances which are detailed within the Call Off Contract for each individual Adult placed with the Provider.

7.2. Contingency Hours must be explicitly included within the Call Off Contract with details about the situations in which they can be utilised.

7.3. Contingency Hours are allocated within the Call-Off Contract for the duration of the Call-Off Contract and once they have been used they will be deducted from the total number of Contingency Hours within the relevant Call-Off Contract. For the avoidance of doubt when all allocated Contingency Hours have been utilised by the Framework Provider they may not claim any further hours over and above what has been agreed within the Call Off Contract.

7.4. Where the Call Off Contract includes Contingency Hours the Framework Provider may claim these hours by completing and issuing the form to the Service Placement Team as directed.

7.5. If increased need continues or re-occurs regularly, then a review by a Social Care Practitioner must be requested to assess if adjustments are needed to the Care and Support Plan / Inform the Adult's Social Care Practitioner or the Service Placement Team of any changes in an Adults behaviour or any circumstance that indicates an increased risk or potential signs of crisis and have robust risk assessments and crisis management plans in place which should indicate when an urgent review should be called.

Appendix 1 – Extranet System

Appendix 2 – Invoice Templates

Name of Provider

Address
Address

Phone no:
Contact:

INVOICE

FAO Non Residential Payments
Essex County Council
Accounts Non-Residential
County Hall
Chelmsford
Essex
CM1 1YS

Invoice No:

Date:

Service User Name:

Service User Address

Swift ID:

Regarding Four week ending: 22-Jan-11

DETAILS OF CARE CHARGES

	Personal Care	Night Awake	Night Sleep	Expenses	Mileage	Carers Break	Carers Support	24 Hour Live in
Contract Number								
Week 1	-	-	-	-	-	-	-	-
Week 2	-	-	-	-	-	-	-	-
Week 3	-	-	-	-	-	-	-	-
Week 4	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-
RATE:	-	-	-		0.40	-	-	-
AMOUNT	-	-	-	-	-	-	-	-

TOTAL AMOUNT PAYABLE BY ESSEX COUNTY COUNCIL	£	-

Name of Provider

Address
Address

Service User:	0
Swift ID:	0
Four week ending	22-Jan-11

	Week 1										
	PC		NS		NA		CB		CS		24 LIVE
	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Actual
Sunday											
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Total		-		-		-		-		-	-

	Week 2										
	PC		NS		NA		CB		CS		24 LIVE
	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Actual
Sunday											
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Total		-		-		-		-		-	-

	Week 3										
	PC		NS		NA		CB		CS		24 LIVE
	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Actual
Sunday											
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Total		-		-		-		-		-	-

	Week 4										
	PC		NS		NA		CB		CS		24 LIVE
	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Frust	Actual	Actual
Sunday											
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Total		-		-		-		-		-	-

GRAND TOTAL	-	-	-	-	-	-	-

Appendix 3 – Realignment of Shared Hours Process

Appendix 4 – Shared Hours Realignment Form

Appendix 5 – Contingency Hours Claim Form