

SCHEDULE 9 - FINANCE, INVOICING AND PAYMENTS

1 INTRODUCTION

- 1.1 The Council will only make payments where it has been agreed that a service needs to be provided in respect of a Service User and the Service provided is within the scope of the Flexible Contracting Arrangement or Framework Agreement.
- 1.2 The amount payable by the Council and (if applicable) any Third Party to the Provider in respect of the Service User's accommodation and care in a Care Home With Nursing shall not include any payment for nursing care. The NHS shall pay to the Service Provider Funded Nursing Care (FNC) for that service user.
- 1.3 For the avoidance of doubt the Provider shall not increase the fees payable by the Council as a result of FNC being paid or becoming payable by the NHS.
- 1.4 In Care and Support (Supported Living), tenants and homeowners could have rights to full welfare benefits including Housing Benefit, Income Support and Disability Living Allowance, Tenants and homeowners entitled to these welfare benefits will need to be assisted to claim these from the appropriate organisation.

2 CONFIRMATION OF CARE REQUIREMENTS

- 2.1 The confirmation of the care requirements will be through the issuing of an Individual Agreement identifying the Service required.
- 2.2 The Individual Agreement shall include details of the Service to be provided, which has been agreed with the service user, and a copy of the Support Plan.
- 2.3 Where the needs of the Service User change, then the Provider shall contact the Council to agree a Reassessment. Any subsequent variation to the Service provided to the Service User will be reflected within the Service User's Individual Budget. If a health need is identified, the Council will make an appropriate referral for Review.
- 2.4 Where a variation to the Service provided is required, the Provider will confirm the changes through the submission of :
 - 2.4.1 Variation Form or electronic spreadsheet, whichever you are currently using, for packages. This is intended to reflect a short term variation in care. Where a permanent change in care needs is required, a new Individual Service Order will be issued. Further clarification is set out in paragraph 5 of this Schedule 9.
 - 2.4.2 Notice of Events or Change of Circumstances.
- 2.5 Payments for the Service provided will not be varied without the issue of either of the forms in 2.4.1 and 2.4.2 (as applicable).
- 2.6 Where a permanent change to the Service provided is required, this will only be agreed following a Review and the issue of new Individual Agreements and Support Plans.

3 PAYMENT FOR SERVICES PROVIDED

- 3.1 Payment for the Service delivered is made on the basis of four-week periods, which will be notified to the Provider prior to the start of each financial year.
- 3.2 The Council uses two separate methods for generating payments:
 - 3.2.1 Care Homes With and Without Nursing provision will be paid via schedule payments, where payment is generated by the information held in the Council's client records database. In these circumstances, the Provider is not required to submit an invoice for payment; and
 - 3.2.2 Home Support and Care and Support (Supported Living) Service provision will be paid on the basis of an invoice submitted by the Provider.
- 3.3 If the Provider is to be paid on the basis of schedule payments, it will be notified in advance and will not be required to submit an invoice on a four weekly basis for the Service delivered.
- 3.4 With regards to Care Homes With and Without Nursing, when the Provider is notified that it will be paid on a schedule basis:
 - 3.4.1 The Provider must notify the Council immediately of any payment made for any part of the Service which has not been provided.
 - 3.4.2 Where an overpayment is identified it will be deducted from the next payment due for the Service.
 - 3.4.3 Where an overpayment is identified and there are no further payments due to the Provider, an invoice will be issued by the Council to the Provider which will be due for immediate payment.
- 3.5 If the Provider is required to submit an invoice for the Service provided [Home Support and Care and Support (Supported Living)] it shall:
 - 3.5.1 Submit an invoice on the specified invoice date providing the required information detailed below;
 - 3.5.2 Only claim for the Service which has been provided during each payment period;
 - 3.5.3 Ensure that evidence of the delivery of the Service is obtained prior to the creation of any invoice and that such evidence is retained in the Provider's place of business;
 - 3.5.4 Ensure that any part of the Service not delivered is confirmed to the Council on the Variation Form. Forms are to be submitted electronically in accordance with the Council's variation process.
 - 3.5.5 Ensure that the evidence of the Service which has been provided is available for inspection by the Council at any time; and

- 3.5.6 Ensure that its invoices comply with any information governance requirements notified by the Council to the Provider from time to time.
- 3.5.7 Ensure the invoice clearly states the service user's name and Carefirst ID or individual reference number.
- 3.6 Where the required evidence supporting the delivery of the Service is not provided, the Council:
 - 3.6.1 Will not be liable for the payment claimed for the provision of such Service;
 - 3.6.2 Will reclaim the due amount where payment has already been made;
 - 3.6.3 May deem the Provider to be in breach of contract.

4 SUBMISSION OF INVOICES

- 4.1 Where the Provider is providing a Service for which it is required to submit invoices, it shall submit its invoices to:

[Birmingham City Council](#)
[PO Box 13969](#)
[1 Lancaster Circus](#)
[Birmingham](#)
[B2 2GD](#)

Or electronically to Home.Support.Payments.Team@birmingham.gov.uk

- 4.2 The Council shall make such payment as is due to the Provider within 28 days of the receipt of an invoice provided that the invoice:
 - 4.2.1 Includes all the details required by the Council under this Flexible Contracting Arrangement and/or Framework Agreement; and
 - 4.2.2 Is accurate
- 4.3 If an invoice is incorrect or does not include details required by the Council, it will be returned to the Provider accompanied by an invoice summary sheet on which will be detailed the reason for the return of any invoice. In this event, the 28 day period shall not apply, but the Council shall make any payment which becomes due as soon as is practicable.
- 4.4 Where there has been an overpayment to the Provider (e.g. as a result of an unauthorised variation of the Service, or otherwise) the Council shall be entitled to recover the amount of such overpayment and the equivalent sum will be withheld from subsequent due payments or recovered as a simple debt.
- 4.5 The making of any payment by the Council to the Provider shall not constitute a waiver of any claim that the Council may have that the Provider has failed to provide the Service or any part of it or otherwise breached the Flexible Contracting Arrangement and/or Framework Agreement.

5 VARIATION OF A HOME SUPPORT OR A CARE AND SUPPORT (SUPPORTED LIVING)

- 5.1 A Variation Form is intended for use as a method of notification of essential information between the Provider and the Council. It cannot be used for any long-term amendment to an Individual Service Order except for the variation of a Service.
- 5.2 Any significant and/or enduring change in circumstances of a Service User must be notified by the Provider to the Council for Re-assessment and confirmed in writing using the Variation Form.
- 5.3 The Variation Form should be completed electronically and sent to the Council in accordance with the Council's variation process.
- 5.4 Where the Provider considers that the Service User in respect of whom an Individual Service Order has been issued requires an additional Service:-
 - 5.4.1 Where an emergency situation is discovered when the Provider's Care Worker arrives for an already placed order, that situation should be dealt with and the Council will pay for the additional hours of Service for that one episode. The Provider should notify the Social Worker as identified on the Individual Service Order within the time prescribed in clause 16.7 of the Flexible Contracting Arrangement or 16.7 of the Framework Agreement and confirm in writing using the Variation Form.
 - 5.4.2 If the emergency is outside of normal office hours then authorisation can be obtained from the **Emergency Duty Team** on 0121 675 4806.
 - 5.4.3 In all other cases where the Provider believes that additional Service is required the Social Worker should be informed and, if it is agreed, will issue a new revised Individual Service Order.
- 5.5 Where the procedure set out in this paragraph 5 of Schedule 9 is not followed the Council shall not be liable for payment for any change in the provided Service. The Service User shall not be required or requested by the Provider to make any contributions towards the cost of any additional Service.

6 PAYMENTS FOLLOWING ABSENCE OF A SERVICE USER, PLANNED OR UNPLANNED (CARE HOMES WITH AND WITHOUT NURSING)

- 6.1 This paragraph 6 of Schedule 9, shall not apply to Home Support Services and Care and Support (Supported Living)
- 6.2 Where the absence of the Service User is planned or unplanned, the Council will continue to fund the placement at 100% for a period of 14 days from the first day of absence.
- 6.3 After the 14 day period, the Council will reduce its payments to the Provider to 80% of the weekly rate from the 15th day for a period of up to 42 days, from the first day of absence.

- 6.4 In the event that the Service User's absence extends beyond 42 days all payments will cease unless otherwise agreed by the Council and the NHS (if applicable) in writing wherein the above clause (6.2 and 6.3) will continue to apply.
- 6.5 The Provider shall not, without the Council's prior written consent, sub-let or allow any other occupation of the Service User's room during periods of temporary absence.
- 6.6 The Provider shall maintain accurate and up to date records relating to all temporary absences of Service Users and shall permit the Council and NHS, on 24 hours' notice, to inspect and take copies of such records at the Care Home.
- 7 FOLLOWING THE DEATH OF A SERVICE USER (CARE HOMES WITH AND WITHOUT NURSING)**
- 7.1 This paragraph 7 of Schedule 9, shall not apply to Home Support Services and Care and Support (Supported Living)
- 7.2 Following the death of a Service User, the Provider shall notify the Council in accordance with clause 16.7 and the NHS within 24 hours of such notification.
- 7.3 The Council payment will cease two days following the date of death, payable at the weekly pro rata rate.
- 7.4 The Council would expect the Provider to be sensitive to the family's needs when dealing with the deceased Service User's personal effects and any subsequent viewings of that room.
- 8 PAYMENTS FOLLOWING ABSENCE OF A SERVICE USER, PLANNED OR UNPLANNED HOME SUPPORT AND CARE AND SUPPORT (SUPPORTED LIVING)**
- 8.1 This paragraph 8 of Schedule 9 shall not apply to Care Homes With and Without Nursing
- 8.2 Where the Service User does not require the Service due to any planned absence for holidays or respite care, the Council or the Service User shall give a minimum of 2 Working Days' Notice to the Provider, and the Provider shall suspend the Service for the time specified. Where Notice of a planned absence is not given, the Council will pay for the first day of Service or period of support only.
- 8.3 In the case of unplanned absences the Service User, their carer or the Social Worker should make every effort to inform the Provider that the Service is not required. However, where notice has not been given then the Council shall pay the Provider for the first and only planned service episode of the unplanned absence.