

SCHEDULE 4 - SPOT PURCHASE PRICE (OUT OF COUNTY)
Care Home placements outside Suffolk for people aged 65 and over
 For financial period 2009/10. From start date of Monday 6TH April 2009.

Provider:		Contract number:	
Address:			

Please complete Section 1 if Suffolk County Council will be able to purchase at the 2008/9 rate/s declared by your Local Authority **OR** complete Section 2 if your rate/s differ from the Local Authority's declared rate/s for 2008/9.

1.	Own Local Authority rates accepted <i>Please attach a copy of own Local Authority rates schedule</i>	Rate Per week pro rata	Enter room numbers
Care Home Without Nursing*	Standard Rate	£	
	DE Registration Rate if applicable	£	
With Nursing <i>Do not include FNC in this rate.</i>	Standard Rate	£	
	DE Registration Rate if applicable		
Other Please specify		£	

OR

2.	Own Local Authority rates not accepted <i>Please attach a copy of own Local Authority rates schedule</i>	Rate Per week pro rata	Enter room numbers
Care Home Without Nursing*	Standard Rate	£	
	DE Registration Rate if applicable	£	
With Nursing <i>Do not include FNC in this rate.</i>	Standard Rate	£	
	DE Registration Rate if applicable		
Other Please specify		£	

*Any nursing support is provided by community nurses. FNC determination to be completed by Health but no FNC is paid.

Signed on behalf of Provider	
Signature:	Date:
Name (please print):	
Post held (please print):	
Organisation (please print):	
Signed on behalf of Suffolk County Council	
Signature:	Date:
Name (please print):	
Post held (please print):	

The signing of this Schedule indicates your willingness to continue to contract with the Council, and that you agree with the council's terms and conditions.

SCHEDULE 4 - Contract Price (Spot Purchase)
Suffolk Care Home and Home (Domiciliary) Care Services

1	CONTRACT PRICE	
1.1	All Services	
1.1.1		The Price shall be the total amount payable to the Provider by the Council and/or the Customer and/or any third party (where applicable) for all the Services which the Provider is contracted to provide as specified in the Individual Placement Contract (IPC) or Individual Service Agreement (ISA).
1.1.2		No additional charge shall be made to the Customer for the Service as outlined in the Individual Placement Contract, Individual Service Agreement and the Customers Individual Care Plan/Programme. The Provider will achieve prior agreement from the Council in writing before seeking to charge for services provided in addition to the agreed Individual Care Plan/Programme. Charges for such agreed services, not otherwise met by the Council, shall be met by the Customer where the Customer or the Customer's Representative has agreed in writing to do so.
1.1.3		The Council shall review the Schedule price(s) annually and if the Council decides that a variation in the Schedule price(s) is to be made, it will advise the Provider in writing giving at least 28 days' notice. The variations shall take effect from, in respect of: <ul style="list-style-type: none"> • Care Homes - The subsequent April (which will accord with the date the Department of Work and Pensions implements changes to its benefit rates), or from another date notified by the Council. • Home Care Services - The first pay period date identified in Schedule 5(ii): Invoice Periods.
1.1.4		In the event that the Provider and the Council cannot agree upon a variation in any particular price or prices, or upon the date of implementation of any such variation, the decision of the Council's Head of Sourcing, Procurement & Contract Management shall be final. He/she shall be acting in consultation with the Director of Adult & Community Services, and shall be required to act reasonably at all times.
1.1.5		The Provider may notify the Council of prices lower than the price(s) identified in Schedule 4 and in clause 1.1.1 above.
1.1.6		If the Council makes payment for any period when the Customer is not receiving the Service, the Provider shall repay any such payment to the Council, or future payments by the Council to the Provider may be adjusted accordingly; this is without prejudice to any other remedies available under the Standard Terms and Conditions. Notice will be sent to the Provider in advance of any such deductions being made.
1.2	Care Homes	
1.2.1		Other than in accordance with the Council's financial assessment of the Customer's Contribution, the Customer shall not be required to pay from any source, including from their personal expenses allowance, for any part of the Service that the Provider is deemed to have included in the price. Customers cannot act as a third party in relation to additional payments over and above the Council's published price(s) for the Service or for accommodation.
1.2.2		The Customer will have complete discretion in spending his/her own Personal Expenses Allowance and any other money belonging to him/her. If a Customer lacks the mental capacity to deal with their own money, and has no legally authorised representative to handle their financial affairs, then the Provider must inform the Council. The Provider must not handle the Customer's money unless appropriate authority has been duly obtained by written consent of the Social Care Practitioner, normally as part of an Individual Care Plan.
1.3	Home Care	
1.3.1		The following categories: Standard, Enhanced and Hard to Reach areas are used to determine the home care price relevant to an Individual Service Agreement; this is based upon where the customer will be receiving the service. The categories are based on the geographical position of individual wards and accessibility. Categories are reviewed annually with a resulting list of areas being published on the Council's web site. The Council reserves the right to make the final decision as to the classification of individual areas.
2	TERMS OF PAYMENT	
2.1	General to all Services	
2.1.2		The Council shall notify the Provider, by telephone and if requested in writing, if it becomes aware that a Customer will not be available for receipt of the Service.
2.2	Care Homes	
2.2.1		Payment by the Council of the agreed weekly price will be made to the Provider, subject to the agreement of the Customer, net of the Customer's Contribution (see also 2.2.6) and, if applicable, of any contribution from a third party as follows:
2.2.2		The Provider shall invoice the Council two weeks in arrears for the agreed weekly gross price until the Provider receives an Individual Placement Contract setting out the relevant Customer Contributions or is notified in writing by the Council of the date the assessed payments by Automated Payment System will commence. This will normally occur when the trial period has been completed and/or the Customer's financial assessment has been completed. The Council will pay correctly presented invoices within 21 days from the date of receipt.
2.2.3		If the Customer does not agree to the Customer's Contribution being paid direct to the Provider, the Council shall pay the total price to the Provider, and seek to recoup the amount from the Customer.
2.2.4		Where a Customer fails to make regular payment to the Provider in respect of their Customer Contribution as specified in the Individual Placement Contract, and is eight weeks in arrears of payment, the Provider shall notify the Council in writing. The Council will acknowledge such notice in writing within one week of receipt and confirm the Council's agreement, or otherwise, for the Provider to invoice the Council for the arrears of the Customer's Contribution, until such time as the Customer is able to commence or recommence payment him/herself, and until the Provider is notified accordingly.
2.2.5		A Customer may choose, if available, a placement at a price higher than the Council would normally pay for a person with his/her assessed needs. The Council, however, is not under any obligation to meet the additional cost. In such a case the balance between (a) the amount the Council would normally have paid to meet the Customer's assessed needs and accommodation, and (b) the actual higher price charged by the care home, must be met by a contribution from a third party. The third party contribution shall be recorded as an addendum in the Individual Placement Contract at the time the Individual Placement Contract is written, thereby creating the need for a separate written contract between the third party and the Provider. The contribution, with the Customer's agreement, shall be paid by the third party direct to the Provider.
2.2.6		The Council will create a separately written Third Party Contract with the person(s) making the third party contributions. That contract will say that the: <ul style="list-style-type: none"> (a) third party will pay direct to the Provider. (b) Council retains the right to terminate the Individual Placement Contract, subject to consultation with the Provider, if third party contributions are not kept up. (c) third party will continue to pay their agreed contribution, during any periods of temporary absence of the Customer.
2.2.7		Where third party contributions are paid direct to the Provider, the Provider will notify the Council in writing if payment of a Third Party Contribution has not been made within 14 days of the due date. In such circumstances the Council will have the right immediately to terminate the Individual Placement Contract and move the Customer to alternative accommodation but prior to doing so will consult with the Provider. The Provider may agree in writing to continue providing the Service at the lower price, which the Council would normally pay.
2.2.8		The Council will reassess Customers' Contributions annually, and any variations in a Customer's Contribution will be implemented in April of each year, on a date which will accord with the date the Department of Work & Pensions implements changes to its benefits rates.
2.2.9		The Council reserves the right to reassess and vary a Customer's Contribution at any time. The Council shall give written notification of any such variation to the Provider.
2.2.10		In the event that the Council does not exercise its rights under clause 2.2.8 the Provider shall repay to the Council any overpayments made by the Council. Any failure to do so will render the Provider liable to action by the Council to recover any such excess payment as a debt due to the Council.
2.2.11		In the case of temporary absence from the Care Home for any reason and until the Customer returns or until such time as the Individual Placement Contract is terminated, the payment by the Council to the Provider will be the same as if the Customer was continuously residing at the Care Home. Any other Services as referred to in clause 1.1.2, which are the financial responsibility of the Customer, will cease immediately. The Provider will notify the Council of any permanent or temporary absence (in excess of 7 days).
2.2.12		The Provider and Council may not let or otherwise use the accommodation during any temporary absence.
2.2.13		Where a Customer becomes absent (for a continuous period) from the care of the Provider for more than 42 days (or such other period agreed between the parties) the Individual Placement Contract will be reviewed at monthly intervals.
2.2.14		Where a Customer, who owns a property, and at the time of admission to the care home intends to become a privately-paying resident, one of the following processes may apply: <ul style="list-style-type: none"> (a) "Disregard". For the first twelve weeks only, or until the property is sold during those first twelve weeks, the Council will pay the Provider the balance, after deduction of the customer's net contribution, of the contracted price identified in Schedule 4. After this time the Individual Placement Contract shall be cancelled, and the customer will take responsibility for all further payments, or (b) "Deferred Payment". If the customer prefers not to sell the property, and the Council agrees to a "Deferred Payment" arrangement, the customer becomes liable for the full price, after the 12-week "Disregard" period (see 2.18.a). For an indefinite period, the Council, on behalf of the customer, will pay the Provider the balance, after deduction of the customer's net contribution, of the contracted price identified in Schedule 4. All such payments by the Council will be recoverable from the customer, or from the customer's estate, within 56 days of the termination of the Individual Placement Contract, and, to secure its position, the Council will place a legal charge on the property.
2.3	Home Care	
2.3.1		If in exceptional circumstances the Provider considers that the Customer's situation requires the Service to be provided for a temporary period in excess of that agreed and recorded in the Individual Service Agreement, the Provider may provide an increased level of Service on condition it: <ul style="list-style-type: none"> (a) does not exceed a total of two hours in any one week; (b) is not provided for more than two consecutive weeks; (c) does not exceed a total of eight hours in any twelve month period. (d) has been previously negotiated and agreed with the relevant Adult Team Social Care Manager
2.3.2		In such circumstances the Provider must notify the Council by telephone and in writing, of the increased level of Service. This must be within 24 hours or the next working day.
3	METHOD OF PAYMENT	
3.1	General to all Services	
3.1.1		The Provider shall notify the Council immediately, in writing, of any changes to the nominated bank account.
3.1.2		The Council will send a remittance advice note in respect of each payment made by the Council to the Provider. This will detail the name(s) of the Customer(s), the period covered by the payment and the amount paid for each Customer.
3.1.3		The invoice periods in Schedule 5 will be notified to the Provider annually.
3.2	Care Homes	
3.2.1		Payment shall be made by the Council to the Provider on dates specified by the Council and shall initially cover 28-day periods commencing on a Monday using the Bankers Automated Credit System (BACS). Payments will be made on the basis of two weeks in advance and two weeks in arrears, subject to the provisions of clause 1.1.3. The Council reserves the right to alter payment dates and payment periods. The Council will provide details of the operation of the APS to the Provider on accreditation only; further copies will be provided on request.
3.2.2		Payments by the Council to the Provider will be made via BACS to a bank notified in writing by the Provider to the Council.
3.3	Home Care	
3.3.1		The Council will pay the Provider no more frequently than every four weeks for the agreed Services provided upon the submission of a correctly submitted account of work and/or invoice.
3.3.2		The account of work and/or invoice should be for Services provided over a four-week care period or part thereof if a service starts or terminates during a care period (see Schedule 5(ii): Invoice Periods) and should include the: <ul style="list-style-type: none"> (a) name, address and Compass number of the Customer; (b) care period to which the Service relates; (c) Individual Service Agreement number; (d) dates and number of home care hours provided, in order that the total of the invoice can be verified; (e) amount of Value Added Tax, and the invoice total.
3.3.3		The account of work and/or invoice should be sent to the address specified on the Individual Service Agreements within the time period specified at the end of the care period.
3.3.4		Payment will be made within 28 days from the date of receipt of an appropriate invoice.