

# Care within the Home Services Pricing & Invoicing Protocol (Schedule 3) October 2021



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## 1. Payment

- 1.1. The Commissioner shall pay to the Provider the price (the "Contract Rates") as specified in the Pricing Schedule (Schedule 4) subject to the provisions contained within clause 14 of the Contract.
- 1.2. Rates to be charged are inclusive of overheads and travel costs. There should not be a separate charge for travel. Providers should ensure staff who are employed by them to provide Care within the Home services are paid at levels according to current employment law.
- 1.3. Providers are required to submit standard rates e.g. no variable rates for bank holidays, week-ends, evenings etc.
- 1.4. The Contract Rates agreed apply to Services delivered to individuals in receipt of an Individual Care Package placed with the Provider by the Commissioner. The Provider must not enter into differing arrangements either in respect of the funding of any care provided or the scope and extent of the Services to be delivered with an Individual without the express authorisation of the Commissioner.
- 1.5. Direct Payments Providers should charge recipients of SCC funded Direct Payments or NHS funded Personal Health budgets the same rates for applicable support categories as the agreed rates confirmed on the DPS contract.
- 1.6. For SCC funded packages, the Commissioner shall pay the sum due for the Services which are actually delivered and verified by ASC locality finance teams.
- 1.7. The Provider shall only be paid for the Services delivered including, but not limited to, up to and including the death of the Individual unless:
  - The Commissioner has given less than 24 hours' notice to cancel the visit
  - The Individual has given less than 24 hours' notice to cancel the visit
  - Attempts to provide the services have been frustrated e.g. access denied or Individual is not at home and has not previously advised of their absence and the Provider could not reasonably have known
  - See also Non -payment in hospital settings paragraph 1.8
  - Optional Live-in Care retainer for continuity of care

- 1.8. Non payment in hospital settings - Notwithstanding the above instances as set out in paragraph 1.7, the Provider will not be paid for Services to any Individual whilst the Individual is an in-patient in hospital. The following applies according to the lead commissioner for the client:
- 1.8.1. For ASC Clients - Surrey County Council will not pay towards care delivered to individuals in a hospital setting
- 1.8.2. For CHC clients - in the event of an individual being admitted to hospital, it may be that the CHC placement team will authorise the provider to allow the individual's care worker to accompany the individual. This will need to be authorised by the CHC placement team in advance. In any event, the care worker will ensure that a complete handover is provided to the ambulance or hospital staff as appropriate when the client has been admitted to an inpatient bed and the care worker must not be involved in delivering any care to the client during the hospital stay.
- 1.9. Surrey County Council may, in agreement with the individual and the provider, consider paying a retainer when an individual is admitted to hospital if, but not limited to, the live-in care worker is still supporting the individual whilst they are in hospital (not delivering care within the hospital) or if the individual requires continuity of care from the provider already delivering the live-in care package. See 5.11 of this document for payment details of retainers for live-in care.
- 1.10. In the event of any overpayment by the Commissioner the Provider shall make a refund within 30 days of the refund becoming due. In the event that the refund of any overpaid amounts is not received within 30 days of the refund becoming due the Late Payment of Commercial Debts (Interest) Act 1998 shall come into effect. Interest may be chargeable on the sums due at the rate of 3% above base rate for the time being at Bank of England rates.
- 1.11. Providers should (e) invoice for a delivered visit length as commissioned. See section 4.3 Invoice arrangements for Adult Social Care funded clients.
- 1.12. The Provider shall be entitled to invoice for a maximum of one hour of standard service where the Commissioner has requested the attendance of the Care Worker at the Individual's review. This is to cover the loss of earnings of the individual Care Worker and will not be payable when the manager or any other salaried employee is requested or chooses to attend.

### 1.13. Payment for Variations

1.13.1. For ASC funded clients payments will be made once confirmation is established via case notes by relevant social care team. The reasons for the variation should also be added on the relevant week via the comments in the provider portal when submitting the e-invoice for the service delivered.

1.13.2. For CHC funded clients – Where a Provider has had to make a temporary change to care input at night or over a weekend the CHC Placements team should be advised of the change on the next working day so that adjustments can be made to facilitate payment for any additional input provided. The CHC Placements team can be contacted at [syheartlandscg.chcplacements@nhs.net](mailto:syheartlandscg.chcplacements@nhs.net)

### 1.14. Payment for Unplanned absences

1.14.1. For ASC funded clients - In the event of an unplanned absence the provider will invoice for the first scheduled visit but not for any subsequent planned visits.

1.14.2. For CHC funded clients- In the event of an unplanned absence the provider will invoice for the first scheduled visit but not for any subsequent planned visits. The CHC Placements Team should be advised of the absence via email to [syheartlandscg.chcplacements@nhs.net](mailto:syheartlandscg.chcplacements@nhs.net).

## 2. Changes to Contract rates

2.1. The contract rates submitted in the Pricing Schedule (Schedule 4) under the providers invitation to tender (ITT) will remain fixed for the duration(s) detailed within the uplift cycle timescales (Appendix 1).

2.2. It is recognised that many providers will enter the new DPS arrangement with packages of care and support already being delivered to Surrey residents. In order to avoid potential disruption to residents' care and support the Commissioner will not automatically harmonise rates for existing packages commissioned prior to the start of the new DPS with prices at which providers are accepted onto the new DPS.

2.3. The Commissioner will work with providers to review the implications of any potential harmonisation. This review will consider the impacts on both the Commissioner and the Providers financial situation and viability. The

Commissioner may, or may not, agree to harmonise some or all of the Providers pre DPS packages onto new DPS rates.

- 2.4. Where harmonisation has not been agreed and there is a subsequent change to a package of care that was not commissioned through the new DPS the commissioner will look to move this package onto new DPS arrangements.
- In order to provide continuity of care where possible, if the current Provider has new DPS rates for the delivery of care in the post code within which the resident lives, then the Commissioner will look to transfer the POC onto the new DPS rates with that Provider.
  - If the current Provider is not part of the new DPS, does not have new DPS rates for the POC in question in the post code area of delivery or the Commissioner does not consider it appropriate at the time to move the POC onto the new DPS rates with the same Provider, then the Commissioner will look to re-broker the POC through e-brokerage onto the new DPS arrangements.
  - If at the time of re-brokering the POC another Provider is successful through this process, then the POC will transfer to that new Provider.
  - If it is deemed not to be appropriate to re-broker the package of care or the re-brokering is unsuccessful, then the changed care package will remain with the current provider at the current non-DPS rates unless, by exception, the Commissioner agrees to alter these rates.
- 2.5. Arrangements regarding changes to pricing of services (contract rates) as detailed in this section are only applicable to services provided under the Care within the Home services DPS agreement which takes effect from 1 October 2021 and will end on 30 September 2027. Price levels for services delivered under previous contracts or purchasing arrangements prior to 1 October 2021 are not covered by this protocol.
- 2.6. From January 2023 there will be annual price reviews scheduled. It is expected that there will be uplifts on packages under this DPS agreement. Commissioners will take relevant workforce remuneration and general inflation indices into account in order to decide the uplift percentage awarded to providers from April 2023 for packages delivered under this DPS arrangement. Any annual uplift awarded will be communicated by commissioners in quarter 4 (January-March) of each financial year.
- 2.7. The Commissioner does reserve the right to not award any uplift, and this will be clearly communicated to the market setting out the reasons for this.
- 2.8. In keeping with the Commissioners commitment to support providers and maintain a diverse, sustainable and robust market, there will be the opportunity for Providers to have a strategic conversation with the Commissioner regarding their rates during the life of the DPS. This process will be outside of the annual price review process and will be formally detailed

within the provider welcome pack. Requests to change rates will be considered as exceptional. There should be a significant business reason for requesting changes to existing rates. In these instances, Providers are expected to make a case to Commissioners for consideration of rate increases or decreases and each case will be looked at in its own merit using all necessary market information to inform the Commissioners in making a final decision.

- 2.9. **Uplift timescales** – Providers joining the DPS agreement between 1st October 2021 and 30 September 2022 will not receive an uplift to rates until April 2023. Consequently, there will be a period of between 7 months and 18 months until providers are eligible for an uplift depending on the date the Providers were accepted on to the DPS agreement. From April 2023, the Provider will then be aligned with the annual uplift cycle which will award uplifts as communicated by Commissioners in April of each year. Please refer to Appendix 1 to view the uplift timetable over the full contract term.

### 3. Value Added Tax

- 3.1. Sums payable by the Commissioner to the Provider or vice versa pursuant to this Contract must be compliant with the [latest VAT regulations for welfare services](#) set by HM Revenue and Customs (HMRC)
- 3.2. It is pursuant on both the Commissioner and the Provider to ensure their practice remains compliant with any changes to these regulations over the life of the DPS framework.

### 4. Process for submitting Invoices

- 4.1. This section details the different invoice payment processes for both ASC funded packages and CHC funded packages as the methods are different depending on which organisation funds the package.
- 4.2. All invoices submitted to the Commissioner shall be in accordance with the agreed rates as per and the guidance in the Price Schedule (Schedule 4).
- 4.3. Invoice arrangements for Adult Social Care funded clients.
- 4.4. Providers must utilise the Council's e-invoicing portal in place of paper invoices. Any invoices for ASC funded clients submitted via email or paper will be returned to the provider and will not be paid until it is submitted via the provider portal.
- 4.5. The Councils' representatives will actively support Providers to implement this system in anticipation of the provider commencing the delivery of services under the DPS contract. (Please see Appendix 2 for detail on how to sign up and access the Provider Portal).
- 4.6. Invoices will be generated based on clients in ContrOCC at the time of billing. (ContrOCC is the finance system used by SCC Adult Social Care as at March 2021).

- 4.7. Invoices will be submitted on a fortnightly basis as per the weekly invoicing schedule of payment periods (Please see ASC Invoicing Schedule 2021/2022 – Appendix 3)
- 4.8. Payments will be based on scheduled agreed support plans within ContrOCC. Providers will need to adjust actual delivery for the relevant weeks based on over or under delivery (cancelled calls, hospital stays, agreed extra calls as detailed within the Package Purchase Protocol Schedule 2).
- 4.9. A single invoice should be submitted via the Provider Portal for all individuals for the relevant invoicing period. Individual invoices for single clients should be by exception, e.g. credit notes or unbilled visits.
- 4.10. Electronic invoicing will negate the need for mandatory information on an invoice header. The Provider Portal will include information such as Client name and reference and value of payment item for the period.
- 4.11. If an individual receives more than one hour of continual service, the rate invoiced shall be the hourly rate (e.g. 1 hour and 30 mins = 1.5 x hourly rate).
- 4.12. Invoice arrangements for CHC funded clients
- 4.13. Invoices for CHC funded clients can be submitted either by email or post. Electronic Invoices can also be made via Tradeshift (see section 4.17)
- 4.14. Invoices should omit patient data, any invoices showing names, addresses and NHS numbers will be rejected. Please only included the Client ID as supplied in the Individual Service User Placement (ISUP) agreement which are issued when the package is set up.
- 4.15. Email invoices
- should be sent to the following email: [sbs.invoicing@nhs.net](mailto:sbs.invoicing@nhs.net)
  - Invoices sent via an email attachment must be PDF format, other file formats will be rejected.
  - There should be only one invoice per PDF and any backing documentation must be included in the same PDF as the relative invoice.
  - For any other invoice queries please contact [Sbs-w.payables@nhs.net](mailto:Sbs-w.payables@nhs.net)
- 4.16 Postal invoices
- The postal address for invoices for CHC funded clients is:
- Surrey Heartlands CHC Team, NHS Surrey Heartlands CCG, 92A Payables M665, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE



#### 4.17 Electronic Invoices via Tradeshift

- CHC also accept electronic invoices via an electronic platform called Tradeshift. This service is free to use and significantly improves the speed at which your invoices will be processed
- Submitted invoices can be approved within as little as 15 minutes. You will also receive real time status updates on the progress of your invoices.
- For more information on Tradeshift and to register, please visit: <https://nhs-sbs.support.tradeshift.com/>
- You can only use Tradeshift once you have a live account on the Accounts payable ledger
- If you do not have a live account, please forward your company letterhead in pdf format showing trading address, bank details and bank account name to: [syheartlandscg.chcplacements@nhs.net](mailto:syheartlandscg.chcplacements@nhs.net)

#### 5. Live-in Care

- 5.1 **Rates – Providers must submit two (2) rates** for both 24 hour live-in care excluding AND including break cover. This ensures clarity for both the commissioner and the provider as to what is being requested and what the cost will be. The support plan/care plan will set out the requirements of the package and what type of care applies. The commissioner also requests that providers who wish to be considered for delivery of care and support to 'shared households' must also submit two (2) rates;
- 5.2 **24-hour live-in care excluding break cover.**  
To apply where an individual is assessed as safe to be left in the home alone for the duration of the care worker's daily break, or where alternative provision, for example friend, family member, or voluntary organisation, can provide care for the daily breaks needed by the live-in care worker.
- 5.3 **24-hour live-in care including break cover.**  
To apply where the individual is assessed as requiring care and support during the live-in care worker's daily break and commissioners have asked the provider to arrange replacement care for the duration. Care during this time must be delivered by the replacement care worker and not the existing live-in care worker.
- 5.4 **24-hour shared household rate excluding break cover.**  
To apply where it is assessed that it could be appropriate for a live-in care worker to meet the needs of two individuals living within the same home (see Household Delivery, 7.40 of Schedule 1).
- 5.5 **24-hour shared household rate including break cover.**  
To apply where it is assessed that it could be appropriate for a live-in care worker to meet the needs of two individuals living within the same home, with

the addition of replacement break cover (see Household Delivery, 7.40 of Schedule 1).

5.6 There may be instances where calls to provide break cover are not required daily due to support available through the individual's friends, family or a voluntary organisation. Where breaks are not required daily, support plans/care plans may be made up of a variety of rates including and excluding the break cover.

5.7 Live-in care rates submitted will not vary according to postcode.

5.8 Where the shared household rate applies and one individual no longer requires care at home due to absence, including temporary absence for example hospital admission, the rate will revert to the individual 24 hour live-in care rate, including or excluding break rate as required by the individual who will continue to receive care. Commissioners will update individual support plans to reflect this. In this instance a retainer for the absent individual referenced in 7.47 of the Service Specification (Schedule 1) will not be required.

#### 5.9 **Charging the Individual**

Other than providing live in care worker accommodation, the individual will pay all the expenses of a normal home, including utility bills, and their own day to day and personal expenses, but they and the commissioner will not be expected to pay for the following (this list is not exhaustive). The keep of the care worker, including;

- care workers' food or meals, the cost of which should be included in the package cost,
- the transport of care workers, or

any charges relating to the CCG / SCC agreed package of care.

#### 5.10 **Retainers for Live-in care**

Where the locality team / CHC duty team agree a retainer fee is appropriate (as outlined in 7.47 of Schedule 1, Service Specification and 1.9 of this document) payment will still be made if the care is not delivered in the individual's home or if the individual is not available e.g. if they are in hospital. Providers must advise the commissioner of any breaks or changes in service as soon as they are known.

#### 5.11 **Payment of Retained Live-in care (ASC)**

Payment of retained live-in care services funded by ASC will be made on a two weekly Scheduled basis (in line with the Adult Social Care Invoicing Schedule, see Appendix 3 of this document). The provider is not required to submit an invoice via the e-invoicing portal as payment will be made automatically based on the agreed commissioned service including all elements of the service i.e. care worker break cover. Providers will still be able to view details of live-in services within the Portal but not required to

include them on the fortnightly e-invoice submission or via separate paper invoice.

## Appendix 1 – Uplift Timetable

Approx. DPS award date	DPS first main uplift	Months rate held
Oct 2021	Apr 2023	18
Nov 2021	Apr 2023	17
Dec 2021	Apr 2023	16
Jan 2022	Apr 2023	15
Feb 2022	Apr 2023	14
Mar 2022	Apr 2023	13
Apr 2022	Apr 2023	12
May 2022	Apr 2023	11
Jun 2022	Apr 2023	10
Jul 2022	Apr 2023	9
Aug 2022	Apr 2023	8
Sept 2022	Apr 2023	7
Oct 2022	Apr 2024	18
Nov 2022	Apr 2024	17
Dec 2022	Apr 2024	16
Jan 2023	Apr 2024	15
Feb 2023	Apr 2024	14
Mar 2023	Apr 2024	13
Apr 2023	Apr 2024	12
May 2023	Apr 2024	11
Jun 2023	Apr 2024	10
Jul 2023	Apr 2024	9
Aug 2023	Apr 2024	8
Sept 2023	Apr 2024	7
Oct 2023	Apr 2025	18
Nov 2023	Apr 2025	17
Dec 2023	Apr 2025	16
Jan 2024	Apr 2025	15
Feb 2024	Apr 2025	14
Mar 2024	Apr 2025	13
Apr 2024	Apr 2025	12
May 2024	Apr 2025	11
Jun 2024	Apr 2025	10
Jul 2024	Apr 2025	9
Aug 2024	Apr 2025	8
Sept 2024	Apr 2025	7
Oct 2024	Apr 2026	18
Nov 2024	Apr 2026	17
Dec 2024	Apr 2026	16
Jan 2025	Apr 2026	15
Feb 2025	Apr 2026	14
Mar 2025	Apr 2026	13
Apr 2025	Apr 2026	12
May 2025	Apr 2026	11

Jun 2025	Apr 2026	10
Jul 2025	Apr 2026	9
Aug 2025	Apr 2026	8
Sept 2025	Apr 2026	7
Oct 2025	Apr 2027	18
Nov 2025	Apr 2027	17
Dec 2025	Apr 2027	16
Jan 2026	Apr 2027	15
Feb 2026	Apr 2027	14
Mar 2026	Apr 2027	13
Apr 2026	Apr 2027	12
May 2026	Apr 2027	11
Jun 2026	Apr 2027	10
Jul 2026	Apr 2027	9
Aug 2026	Apr 2027	8
Sept 2026	Apr 2027	7
Oct 2026 – Sept 2027	Should new providers join the DPS during the final year contract rates will be held until expiry of the DPS	Should new providers join the DPS during the final year contract rates will be held until expiry of the DPS

## Appendix 2 - SCC Provider Portal (E-Invoicing)

- Providers will be required to register for an account prior to going live on the SCC systems and be familiar with Portal use. Full support and Training is available.
- SCC will not process invoices manually sent in via paper or e-mail and will be returned to originating provider as per the Contractual arrangements.
- To register for access or request for a demonstration please contact the Provider Portal email address [adults.providerportal@surreycc.gov.uk](mailto:adults.providerportal@surreycc.gov.uk)

The screenshot shows the 'Adult Social Care Provider Portal' for 'John Amans PP Home Care'. The header includes the Surrey logo and a navigation menu with buttons for Home, Actuals, Invoices/Credit Notes, POs, Reports, Help, and Logout. Below the header, the page title is 'PP Home Care'. A section titled 'Pick a task...' lists several tasks with icons and descriptions:

- Actuals**: Submit your actuals to Surrey using the online form or bulk import facility.
- Invoices/Credit Notes**: View and create your invoices/credit notes online.
- Purchase Orders**: View & print purchase orders.
- Reports**: View & print financial reports.
- Organisation Details**: View and Request Changes to Organisation Details.
- Contacts**: View and Request Changes to Contacts.
- Actions and Change Requests**: No open Actions.
- Care Package Line Items**: View Care Package Line Items.

On the right side, there are two links: 'Change Password' and 'Log Out', both accompanied by a padlock icon.

### Appendix 3 - Adult Social Care Invoicing Schedule 2021/2022

Start of Period	End of Period
4-Oct-21	17-Oct-21
18-Oct-21	31-Oct-21
1-Nov-21	14-Nov-21
15-Nov-21	28-Nov-21
29-Nov-21	12-Dec-21
13-Dec-21	26-Dec-21
27-Dec-21	9-Jan-22
10-Jan-22	23-Jan-22
24-Jan-22	6-Feb-22
7-Feb-22	20-Feb-22
21-Feb-22	6-Mar-22
7-Mar-22	20-Mar-22
21-Mar-22	3-Apr-22
4-Apr-22	17-Apr-22
18-Apr-22	1-May-22
2-May-22	15-May-22
16-May-22	29-May-22
30-May-22	12-Jun-22
13-Jun-22	26-Jun-22
27-Jun-22	10-Jul-22
11-Jul-22	24-Jul-22
25-Jul-22	7-Aug-22
8-Aug-22	21-Aug-22
22-Aug-22	4-Sep-22
5-Sep-22	18-Sep-22
19-Sep-22	2-Oct-22
3-Oct-22	16-Oct-22
17-Oct-22	30-Oct-22
31-Oct-22	13-Nov-22
14-Nov-22	27-Nov-22
28-Nov-22	11-Dec-22
12-Dec-22	25-Dec-22
26-Dec-22	8-Jan-23