
Report to Clackmannanshire Council

Date of Meeting: 27 November 2025

Subject: Implementation of Scotland Excel Care & Support Flexible Framework

Report by: Wendy Forrest, Head of Strategic Planning and Health Improvement, HSCP

1.0 Purpose

- 1.1. The purpose of this report is to seek Council approval for the procurement of care and support arrangements to cover the whole of the Clackmannanshire area using the Scotland Excel 2022 Care & Support Flexible Framework.
- 1.2. It has been considered prudent to bring this before Council due to the significant value of the contract over its lifetime.

2.0 Recommendations

- 2.1. Council is asked to approve the procurement of care and support under the Scotland Excel 20/22 Care and Support Flexible Framework and implementation of local terms and conditions.

3.0 Considerations

- 3.1. Establishment of this framework Agreement has been carried out by Scotland Excel, under the light touch regime for public procurement of social services contracts under the Public Contract (Scotland) Regulations 2015. Appropriate call-off mechanisms for individual packages of care will be put in place via the HSCP Commissioning and Business Support teams.
- 3.2. The Council are under a legal obligation to secure the provision of suitable care arrangements for persons assessed as needing it under sections 12 and 12A of the Social Work (Scotland) Act 1968. Failure to contract these services would place the Council in breach of its statutory duties. Robust contractual arrangements will ensure that care is not withdrawn at short notice, suitable arrangements are in place for adults at risk and that the Council secures best value in the provision of their statutory duties.
- 3.3. Approving the commencement of this procurement will ensure that there is capacity to facilitate hospital discharges and for providers to accept new

packages of care from the community ensuring higher levels of health and wellbeing for residents in Clackmannanshire.

- 3.4. The Council are required to carry out this exercise for the Integration Joint Board as a direction was made under the Public Bodies (Joint Working) (Scotland) Act 2014. The award of any contract requires to be approved by the Integration Joint Board in line with their governance arrangements as noted in the Council's Contract Standing Orders
- 3.5. It is expected that the new Scotland Excel Care and Support Flexible Framework will replace a) the existing Scotland Excel Care and Support Flexible Framework b) and the local Care and Support Framework and c) a small number of packages of care that are currently not under contract. The existing care and support providers that will be covered by this Framework contract currently provide around 750,000 hours of care and support per year to around 920 supported people at any one time.
- 3.6. The Framework commenced in October 2024 and will endure for 6 years to October 2030.
- 3.7. The new Scotland Excel Framework offers a process that is designed to allocate packages of care to the most appropriate and cost effective provider to ensure high levels of budget control and assist in securing best value from public resources. This is also the purpose of implementing local terms and conditions and local ranking tool. These additional levers enable Commissioners to manage the supply market effectively.
- 3.8. The new Scotland Excel Framework offers an opportunity for local care and support providers to offer a service within Clackmannanshire.
- 3.9. The proposed local terms and conditions and local ranking tool are annexed for information at Appendices 1 & 2

4.0 Sustainability Implications

- 4.1. None

5.0 Resource Implications

- 5.1. The projected spend between April 2025 and September 2030 is £94.73 million. The expectation is that a rate increase may have to be applied in April each year. Annual uplifts in recent years have been in order to support increases to the hourly rate paid to care workers supported by specifically policy funding from Scottish Government. Any rate increase requests require governance approval to ensure that any increase is within budget and complies with the reporting requirements set out in the Council's Contract Standing Orders.
- 5.2. The full financial implications of the recommendations are set out in the report. This includes a reference to full life cycle costs where appropriate.

Yes ☒

5.3. Finance have been consulted and have agreed the financial implications as set out in the report. Yes ☒

5.4. *Staffing*

6.0 Exempt Reports

6.1. Is this report exempt? Yes ☐ (please detail the reasons for exemption below) No ☒

7.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

(1) Our Priorities

Clackmannanshire will be attractive to businesses & people and ensure fair opportunities for all ☐

Our families; children and young people will have the best possible start in life ☐

Women and girls will be confident and aspirational, and achieve their full potential ☐

Our communities will be resilient and empowered so that they can thrive and flourish ☒

(2) Council Policies

Complies with relevant Council Policies ☒

8.0 Impact Assessments

8.1 Have you attached the combined equalities impact assessment to ensure compliance with the public sector equality duty and fairer Scotland duty? (All EFSIAs also require to be published on the Council's website)

Yes ☐

8.2 If an impact assessment has not been undertaken you should explain why:

There is no equalities impact as the service delivery remains exactly the same. This change is purely a contractual change as required by Scottish procurement legislation.

9.0 Legality

9.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes ☐

10.0 Appendices

10.1 Appendix 1: Local Terms and Conditions; and

10.2 Appendix 2: Local Ranking Tool

11.0 Background Papers

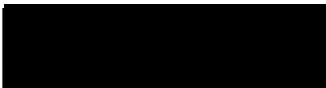
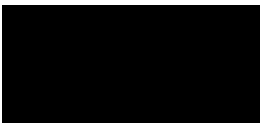
11.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

Yes ☐ (please list the documents below) No ☐

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Appendix 1: Local Terms and Conditions

Flexible Framework Agreement - Care and Support (2022)

Annexe 1 - Local Schedule (Additional Terms)

Annexe 1: Care and Support Framework - Additional Terms - Local Schedule

The Scotland Excel Care and Support Framework allows local authorities to include their own terms and conditions to packages placed under the Framework. On this basis, Stirling Council includes the following additional terms to reflect local arrangements:

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IDENTIFIED AND DEFINED TERMS:

“Business Matching Unit” (BMU) means a point of contact responsible for commissioning the Services for Stirling Council from the

“Call-Off Contract” shall be interpreted to have the meaning noted in Schedule 5 to this Framework- Interpretation and Defined Terms.

“Care Plan” and **“Support Plan”** mean the document that sets out the level of Care to be provided for the Supported Person based on the Single Shared Assessment. Over the course of this Framework, and in accordance with local operational changes - These terms may be used interchangeably.

“Enhanced Reception Services”(ERS) means the first point of contact for Stirling Council residents accessing Adult Social Care (Assessment and Partnerships). ERS is responsible for triaging and signposting calls from both Supported People and Providers.

“Individual Service Requirement” is the individual requirement based on the Care Assessment and

Provisions request, for an individual supported person, made by the Business Matching Unit

“Local Ranking Tool” means the system that BMU will use to support allocation of packages of care to an individual Provider.

“Local Schedule ” means the additional local terms and conditions permitted by Scotland Excel and added to the Framework at Annexe 1.

“Parties” means the Council and the Provider as identified in the Form of Tender.

“Partnership” means the Clackmannanshire and Stirling Health and Social Care Partnership (NHS

Forth Valley, Clackmannanshire Council and Stirling Council)

A. DISCONTINUATION OF SERVICES TO A SUPPORTED PERSON

1. Full termination provisions are as provided at **Part H**, Disputes, Remedies and Termination, Flexible Framework Terms and **Condition 37, Schedule 3**, Call Off Terms.
2. Provision of a service to a Supported Person shall be discontinued in any of the following events:
 - a) on the date of death of a Supported Person;
 - b) when after reviewing a Supported Person’s needs in conjunction with the Provider and in so far as possible a Supported Person and / or their Representative, the Council considers a Supported Person’s needs will be better met by seeking alternative arrangements. In all such cases the Council shall process the transfer to alternative arrangements to the satisfaction of all parties whilst safeguarding the interests of a Supported Person. In this instance provision of the Service to a Supported Person shall cease on the date specified in the Council’s notice to the Provider.

3. A Supported Person has the right to terminate the service at any time and for any reason without giving any notice to the Council. Where such termination by a Supported Person occurs the individual service will be deemed to have terminated the next day.
 4. Where a Provider is first aware of the fact that a Supported Person has terminated or intends to terminate the service, the Provider will immediately inform the Business Matching Unit Manager. Such contact may be made by telephone, fax or email.
 5. Unless with the prior agreement of the Council, provision of services to a Supported Person shall be suspended but not terminated by reason of a Supported Person's temporary absence from home. In the event the absence exceeds an agreed period (or 4 weeks if no other period is agreed), the Provider and the Council may review the continued provision of services to a Supported Person. The Provider will not be paid for any periods of absence.
 6. The Council will give the Provider a minimum of two days' written notice where the Council is aware that a Supported Person does not require the Services due to planned absences. The Provider will not be paid for any such absences.
 7. Having received, where possible, prior notice in accordance with **Condition A.4**, the Provider may terminate the Service to a Supported Person with no less than 2 weeks (two) week's written notice, if:
 - a) in the Provider's opinion and agreed in writing by the Council, a Supported Person's needs have changed to a point where a care at home service is no longer appropriate.
 - b) a Supported Person is denying the Provider's Staff access to carry out the Service. In such instances, having taken all reasonable steps to gain access, the Provider shall notify the Council of the situation as soon as possible, and not later than 1 (one) working day.
 - c) the behaviour of that Supported Person is unreasonable to such a degree that the Provider's Staff are unable to adequately deliver the Service. In such an event the Provider shall notify the Council of the circumstances within 1 (one) working day.
 - d) in the event of either b) or c) an urgent review of a Supported Person's needs will be arranged by the Council. Such a review will involve a Supported Person, Carer / Representative, Provider, Care Manager, and any other relevant professional as appropriate. For the avoidance of doubt any notice period shall not commence until after the completion of the review set out in this **Condition A.7(d)**.
 8. In all other circumstances where a Provider wishes to terminate the Service to an individual Supported Person, for whatever reason this shall not take place until the completion of a Supported Person Review involving the Provider, the Council and as far as possible a Supported Person and / or their family or Representative. Prior to any agreement from the Council to the termination of the Service to an individual Supported Person, the Provider shall demonstrate to the Council that he has taken all reasonable actions to avoid termination of the service and thereafter, the Provider shall give 28 (twenty eight) days written notice to the Council of the intention to terminate the service.
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9. In all instances of termination of the Service to a Supported Person, the Parties will at all times act in the best interests of a Supported Person. Without prejudice to the Provider's health and safety obligations to its Staff, no service will be withdrawn by the Provider until an alternative suitable service has been identified by the Council. Such period of withdrawal will be negotiated with the Provider.

B. PAYMENTS DURING RESPITE/SHORT BREAKS

1. The Council will give the Provider a minimum of two days' written notice where the Council is aware that a Supported Person does not require the Services due to planned absences including respite. This may include planned respite that is documented as part of a Service Request, Individual Support Agreement or similar instruction to the Provider.
 - 1.1 The Council must give the Provider 24 hours' notice to restart a package of care, which has been paused for a period of respite or other short break. Where a Supported Person wishes to return home and their package of care is required earlier than planned this notice period will remain, but the Provider may restart the package of care earlier where possible.
 - 1.2 The Provider will not usually be paid for any periods of planned respite where the minimum notice has been given.
2. Where there is unplanned respite, the Provider must hold the package for 14 days from the time a Supported Person goes into respite.
 - 2.1 If a Supported Person leaves respite within first 14 days of entering respite the Council must give the Provider 24 hours' notice to restart the package of care. The Provider may restart the package of care earlier if this is possible.
 - 2.2 Where a Supported Person leaves respite after more than 14 days the Provider may be offered the package of care to maintain continuity of care. However, the Provider does not have to accept the package of care.
 - 2.3 The Council will pay the Provider for any scheduled visits during the first 48 hour period when a Supported Person entered into respite. The Provider will not usually be paid for any periods of planned respite where the minimum notice has been given.

C. HOSPITAL ENTRY AND DISCHARGE

1. When a Supported Person goes into hospital and is either admitted or assessed for a *potential admission the Provider is required to attend at a Supported Person's home* for all scheduled visits for the next 48 hours. The Provider will be paid for the full planned time for each visit during the initial 48 hour period. The only exception will be if unless a member of staff from the Council, Partnership or Hospital formally confirms the person has been admitted to hospital and will not return home within the initial 48 hour period; in this case the Provider no longer needs to attend the visits.
2. The Provider must hold the package for 7 days from the time a Supported Person goes into hospital (for assessment or admittance).
3. If a Supported Person leaves hospital between 48 hours and 7 days of entering hospital (for assessment or admittance) the Council must give the Provider 24 hours' notice to restart the package of care. The Provider may restart the package of care earlier if this is possible.
4. Where the person leaves hospital after more than 7 days the package may be offered the package of care to maintain continuity of care. However, the Provider does not have to accept the package of care.
5. The Provider must inform the Council (unless otherwise advised), a Supported Person's Representative and any other person authorised to be advised in a Supported Person's Personal Plan of this and, if known to the Provider, the expected duration of the hospitalisation, as soon as reasonably practicable but in any event, no later than the working day following the Provider becoming aware of such hospitalisation.

D. UNSCHEDULED CHANGES TO INDIVIDUAL CARE PACKAGES

1. The Provider can increase or decrease the amount of care provided within a package of care by 15 minutes per carer *per visit without having an approved, amended care plan in place at the time of the change.*
 - i.e. if Supported Person receives 4 visits per day each visit can increase by 15 minutes.
 - The increase can be for a longer visit or an extra support worker.
 - If there are 2 carers the package of care can be increased or decreased for both carers by 15 minutes per visit.

2. For the avoidance of doubt an approved care plan is required to ensure payment of an increase arranged in this way, but this will be completed by colleagues in Enhanced Reception Services (ERS) upon receipt of notification from the Provider.
3. Providers should submit requests by email to: adultcare@clacks.gov.uk and copy email to: bmuclacks@clacks.gov.uk. Requests should include the client information, including PID details, the increase/decrease and the *start and* end date for *each* change.
4. If the social work team refuse permission the unscheduled increase should not go ahead and the provider will not be paid for any additional care delivered.
5. Any increase or decrease can be claimed in this way for up to maximum of 4 weeks.
6. Increases or decreases of more than 15 minutes per visit or for more than 4 weeks will be deemed to represent a change in care needs and will require review and should be referred for review in the normal way.
7. The Council will not pay for any other changes to packages of care that have not been authorised through the Business Matching Unit or in writing from the relevant Service Manager.

E. RETAINER FEES

1. The Council will not usually pay for care that is not delivered (a retainer fee) where appropriate notice has been given by the Council or Supported Person.

F. COMPLAINTS PROCEDURE (SPSO)

1. “Complaints Procedure” has the meaning set out in Regulation 25 of the Care Regulations and refers to the two stage procedure with the complainant having a right to escalate their complaint to the Scottish Public Services Ombudsman (SPSO) in the event of a complaint not being resolved at stage 2 as outlined in the Stirling Council Social Care Model Complaints Handling Procedure.

G. MEDICATION MANAGEMENT

1. Prompting and administration of a Supported Person's medication may be required where the Provider has an agreed medication policy in place, which has been approved by the Council. The medication policy shall remain under constant review and changes shall be reported to the Council.
2. The Clackmannanshire and Stirling Health and Social Care Partnership Community Medication Policy is currently under review. Once the revised medication policy has been implemented by both Councils, there is an expectation that the Framework Providers will adopt the revised policy.

H. ADULT SUPPORT AND PROTECTION

1. The Parties agree to adhere to the Forth Valley Adult Support and Protection Multi Agency Guidance in relation to the protection of adults at risk of harm. The Provider shall immediately notify the Council of allegations or evidence of harm or abuse.
2. The Provider shall ensure that information on its policies and procedures for the protection of Adults at Risk of Harm is made available to the Council, Staff, a Supported Person and their Representative and that all Staff are trained in these policies and procedures.
3. The Provider shall have in place, implement and regularly review and evaluate the effectiveness of policies and procedures designed to prevent harm or abuse and for responding to actual or suspected harm or abuse, neglect or exploitation.
4. The Provider shall have a policy and procedure for reporting details of any allegation of harm or abuse to a Supported Person including financial, physical, sexual, emotional, neglect or verbal harm or abuse. The Provider shall immediately inform the Intake Worker, Social Care Services of any such reports. Disclosure of such reports shall not be regarded as a breach of confidentiality.
5. The Provider shall produce written guidelines which shall be followed by all Staff in identifying, investigating and reporting (both internally and to other external agencies who have legal duties to protect adults at risk of harm), harm / abuse and or suspected harm or abuse of adults in the care of the Provider, which guidelines shall include guidance on:
 - a) identifying adults who are at risk of harm or abuse, neglect, or exploitation; or who are being or are suspected of being harmed, abused, neglected or exploited; or who have been or are suspected of having been harmed, abused, neglected, or exploited

- b) recognising risk from different sources in different situations and recognising harmful or abusive behaviour including that by other colleagues, family members or other

Supported Persons

- c) the duty of Staff to immediately report suspected harm, abuse, neglect, or exploitation
 - d) the duty of the Provider to investigate such reports immediately and communicate information to external agencies who have legal duties to protect adults at risk of harm, including informing the Council of the harm / abuse or suspected harm or abuse
 - e) inter-agency information sharing and clarity on confidentiality and disclosure of information in such circumstances
 - f) the procedures for reporting harm / abuse or suspected harm / abuse both internally and to other external agencies who have legal duties to protect adults at risk of harm
 - g) protection for whistle blowers
 - h) working within best practice as specified by this Contract
 - i) child protection guidelines including the guidance contained in the Protecting Children and Young People: Framework for Standards for Professionals (Scottish Executive 2004).
6. Staff shall be obliged to adhere to the above mentioned guidelines, which shall emphasise that all those who express concern shall be treated seriously and shall receive a positive response from management at all levels. These guidelines shall take into account of any interagency policies operational in the Council's area that relate to the protection of adults at risk of harm.
7. The Provider shall have in place and implement procedures to prevent Staff gaining any personal benefit when working with adults at risk of harm.
8. The Provider shall ensure that where there has been harm or abuse, any action plan including risk assessment in relation to victim care / support and dealing with perpetrators is incorporated into the Personal Plan. The Provider shall use appropriate independent services including advocacy, counselling or Victim Support. The action plan shall be constantly monitored.
9. The Provider shall ensure that prompt action is taken in response to individual complaints from or concerns of Staff, a Supported Person and or their representative or any other source. Any such action shall follow the timescales identified within the Provider's Complaints Procedure. The Provider shall ensure that any complaints or concerns which raise matters related to adult support and protection must be reported under the Provider's Adult Support and Protection procedures and adhere to the local procedures. For the avoidance of doubt, where a Provider is unclear about whether a complaint or concern is a matter which should be reported under Adult Support and Protection procedures the Provider shall seek the view of the Council on the matter.

I. INDEMNITY AND INSURANCE

1. Full provisions are outlined at **Part G, Liabilities**, Flexible Framework Terms and **Condition 34, Schedule 3**, Call Off Terms.
2. Except as may otherwise be expressly stipulated in this Contract, the Council shall not be liable to the Provider or to any Supported Person or to any third party for any loss, cost, expense, penalty or damage incurred or suffered including but not limited to any personal injury or death or damage to property arising directly out of or in consequence of or in connection with the delivery or provision of the Services to any Supported Person or the operation of this Contract.
3. The Provider shall indemnify the Council against all proceedings, costs, expenses, liabilities, injury, loss or damage arising from or incurred by reason of any claim, demand or action made or raised against the Council by or on behalf of a Supported Person, employee of the Provider or the Council, or any other third party which arises out of the breach or negligent performance or failure in performance by the Provider, its agents, sub-contractors, and employees, of the terms of this Contract. The Council shall act reasonably in relation to any costs, expenses or damages paid by it, shall take all reasonable steps to minimise its payments / costs / losses and shall only make payment in relation to legally valid claims or proceedings.
4. However, the Provider shall have no liability for and shall not be liable to indemnify the Council in relation to any matter, which occurs as a result of the breach, negligent performance or failure in performance of the terms of this Contract on the part of the Council, its agents or employees.
5. The Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider arising out of the Provider's performance of the Contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given omitted to be given by the Provider.
6. The Provider shall on request provide evidence to the Council that such cover has been affected and all due premium payments have been paid. Such evidence shall be provided to the Council in a form as determined by the Council and intimated to the Provider from time to time.
7. The Provider shall take out and maintain public liability, employer's liability and professional indemnity / medical malpractice insurance at levels no less than the statutory minimum where applicable.

8. Without prejudice to the generality of Condition 34.3, Individual Support Terms 4, the insurance cover for professional indemnity / medical malpractice (covering the administration of medication) the insurance cover shall not be less than £2,000,000 (TWO MILLION POUNDS STERLING). Such insurance cover must remain in force for the period in which any claim may be raised by a Supported Person or any third party.
9. In the event of the Provider having motor vehicles which are used in the provision of the Services they shall maintain adequate vehicle and passenger insurance cover in respect of such vehicles and shall on request provide evidence to the Council that such cover has been effected and due premiums have been paid.
10. Where Staff use vehicles not owned or leased by the Provider to transport Supported Persons the Provider must ensure that such Staff have appropriate insurance, a valid MOT Certificate and an appropriate driving licence at all times.
11. The terms of any insurance or the amount of the cover shall not relieve the Provider of any liabilities under the Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability referred to in **Condition I.5**.

J. ALLOCATION OF BUSINESS AND SERVICE AREA

1. Packages of Care shall be delivered across 3 locality areas: Urban, Rural South and Rural North as outlined in the Map at **Appendix One**.
2. Business will be allocated using a Local Ranking Tool, based on a range of Provider indicators. A style example is attached at **Appendix One**.
3. This is intended to be a flexible tool, which will reflect performance against indicators and monitoring information. A Provider's rank may vary over time, and from locality to locality to reflect local circumstances as determined by the Clackmannanshire and Stirling Health and Social Care Partnership. A Planning and Commissioning Officer will confirm a Provider's ranking, by group, at the earliest opportunity and will notify the Provider of any changes as they arise.

.K FINANCIAL ARRANGEMENTS

1. The Council shall pay any monies owed for the proper provision of the Services in the manner hereinafter provided.
2. Where the Provider provides services not covered in the Individual Service Requirement at the request of a Supported Person or their Representative, this shall be regarded as a private arrangement for which the Council has no liability to pay.
3. Any sum due to the Provider under this Contract shall be regarded as being exclusive of any VAT. The Council will pay to the Provider any VAT properly chargeable in terms of the relevant legislation on the supply to the Council under this Contract. The Provider shall issue a tax invoice in respect thereof.
4. The Provider shall be solely responsible for calculating the amount of VAT chargeable on accounts rendered by him under this Contract and shall indemnify the Council against any loss occasioned by any omission, error, overstatement or understatement of VAT on any invoice submitted by him under this Contract.
5. The Provider shall provide an annual management account to the Council for the delivery of the service funded by the Council. This may be required at a greater frequency, in which case the Council will provide reasonable notice of such a request.
6. Providers may apply for fee increases in line with Part B, Section 7 of the Flexible Framework Terms subject to the express approval of the Clackmannanshire and Stirling Health and Social Care Partnership Integration Joint Board (or the Senior Leadership Team or other appropriate persons if so delegated). Approval of fee increases is likely to be subject to funding from the relevant Local Authority, Health Board and/or the Scottish Government.

Method of Payment

6. The Council will issue, on an annual basis, a timetable of the Council's four-week payment periods to the Provider. The 2025/26 timetable is attached at **Appendix One** of this Schedule.
7. At the end of each 4-weekly payment period, the Council will send a Payment Pro-forma invoice as per **Appendix One**, to the Provider by the agreed method, which may include email, detailing a Supported Persons and the planned hours of service for each Supported Person, broken down by provision type for the previous 4-weekly period.
8. The Provider will complete the pro-forma invoice to confirm the actual detail of service provision for each Supported Person. Such detail must include detail of any failed or late appointments with an explanation of these, variations or breaks in the planned provision, the reason for the variation, and detailing the name of the officer authorising the variance.

9. For Stirling Council Supported Person(s) the completed pro-forma should be returned to the
Business and Finance Administration, Social Services, 4th Floor, Kilncraigs Building
Greenside Street, Alloa, FK10 1EB. SocialCareProvision@clacks.gov.uk .
10. The Provider will return the completed payment pro-forma invoice to the Council within 10 (ten) days of the end of the 4-week period by the agreed method.
11. The Council will verify the Provider's returned payment pro-forma invoice within 6 (six) days of receipt.
12. The Council will return any incomplete or incorrect payment pro-forma invoices within 6 (six) days of receipt. No element of the pro-forma invoice will be paid until the entire invoice is verified as fully completed or corrected.
13. The Council will pay the Provider's verified payment pro-forma invoices within 9 (nine) days of receipt. Pro-forma invoices will not be paid outwith the usual 4-week cycle. -
14. In the case of dispute with the regard to a Provider's invoice, **Condition 38** of the **Flexible Framework Terms** will be followed to resolve such.

General

15. On an annual basis the Council will issue to the Provider an Annual Statutory Return for completion by the Provider for the sample week specified by the Scottish Government. The style and format of this return will be communicated to the Provider in advance of this request for information.
16. Such annual statutory return must be completed within the timescale set down by the Council in order to comply with the return date set by the Scottish Government.
17. In the event that the Provider fails to return the accurately and fully completed statutory return within the timescale required, the Council reserves the right to withhold payment for the 4-week period in which the statutory return falls.

Recovery of Sums Due

18. Whenever under the Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Council in respect of any breach of this Contract), the Council may unilaterally deduct that sum from any sum

then due or which at any later time becomes due to the Provider under this Contract or under any other contract with the Council.

19. The Council shall give at least 7 (seven) days' notice to the Provider of its intention to make a deduction under Condition 28.1 giving particulars of the sum to be recovered and the contract under which the payment arises from which the deduction is to be made.
20. Any overpayment by the Council to the Provider, whether of the Contract Price or Value Added Tax, shall be a sum of money recoverable by the Council from the Provider.

Right to Set Off

21. The Council reserves its right at Common Law and in Equity to set-off against its indebtedness to the Provider any debt owed to it by the Provider and any liability, damage, loss, costs, charges and expenses which it has incurred in consequence of any breach by the Provider of this Contract or any other contract with the Council.

Right of Audit

22. The Provider shall keep secure and maintain until 3 (three) years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the Parties, full and accurate records of the Services, all expenditure reimbursed by the Council and all payments made by the Council.
22. The Provider shall grant to the Council, or its authorised agents, such access to those records as they may reasonably require in order to ensure the Provider's compliance with the Contract. For the Purpose of:
 - a) the examination and certification of the Council's accounts; or
 - b) any examination pursuant to Section 6(1) of the National Audit Act 1983 or any reenactment thereof of the economy, efficiency and effectiveness with which the Council has used its resources, The Accounts Commissioner for Scotland may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Provider and may require the Provider to provide such oral and / or written explanations as he considers necessary. This Condition does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under Section 6(3)(d) and (5) of the National Audit Act 1983.

L. DATA SHARING AGREEMENT

1. A Data Sharing Agreement is being developed to support the regular sharing of personal information for the ongoing care and support of supported people and carers in the Stirling Council area. This Data Sharing Agreement will support information exchange between Stirling Council and the Provider and vice versa.
2. The style and format of the Data Sharing Agreement will be circulated to the Provider before the allocation of any business under this Framework. Once issued, there is an expectation that the Provider will adopt the Data Sharing Agreement and should confirm they have done so by returning the signed Data Sharing Agreement to the Planning and Commissioning Officer.
3. For the avoidance of doubt, business will not be concluded under this Framework without signed confirmation that the Data Sharing Agreement has been adopted by the Provider.

M. WAKING NIGHTS AND SLEEPOVERS

1. Waking nights and sleepovers may be charged at a different rate. Waking nights and sleepovers will be for 8 hours per night unless explicitly agreed in writing by an authorised staff member in the Partnership.

N. SELF DIRECTED SUPPORT OPTION 2

1. The Council retains the right to use Scotland Excel Care and Support Flexible Framework to place packages of care under Self Directed Support option 2.
2. Payment arrangements may vary from the terms set out in **Section K**.
3. Where a provider charges a rate that is more than the rate agreed by the Council, the Provider will be responsible for collecting any additional charges from the Supported Person or their representative, who will be solely responsible for paying any additional charge per visit to the provider. The Council will not be responsible for any arrears accrued by the individual for care or support delivered by the Provider.

O. CHANGES TO THE NEEDS OF THE SUPPORTED PERSON

1. Without prejudice to the generality of Part D. Unscheduled Changes to Individual Care Packages, where the support available to a supported person from family or community services changes, or the need or outcomes of the supported person change in a persistent or ongoing manner that requires a new Support Plan, the Provider must inform the Council's social work team in writing without undue delay.

P. CALL OFF CONTRACT DEFINITION

1. For the purposes of this Local Schedule, the term "Call-Off Contract" shall be interpreted to include both a "Call-Off Contract" and an "Individual Support Agreement," unless the context explicitly requires otherwise.

Flexible Framework Agreement - Care and Support (2022) - Annexe 1

Local Schedule (Additional Terms) - Appendix One:

1. *Map of Local Service Area (Localities))*
2. *Example of Local Ranking Tool*
3. *Payment Timetable*
4. *Payment Proforma (Style Example)*

L ALLOCATION OF BUSINESS AND SERVICE AREA - Map of Local Service Area (Localities)

This appendix is the Map of the local area. There are no localities and all communities and neighbourhoods within Clackmannanshire are covered by a single geographical rate for each service offered by each provider.



I. ALLOCATION OF BUSINESS AND SERVICE AREA - Local Ranking Tool

This appendix is the Local Ranking Tool referred to at Part J. of the Local Schedule to the 2022 Framework. The Local Ranking Tool is the preferred tool for allocating packages of care to providers. The criteria for each group is below. Thresholds are determined by the Clackmannanshire and Stirling Health and Social Care Partnership (HSCP) Management Board for Care and Support Providers or other senior officers within the Partnership. Decisions of the Partnership are final.

Any changes will be duly notified through routine monitoring communication from Planning and Commissioning.

Group A	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • No Complaints/Adult Support Protection/Monitoring/Financial issues • Rate is under Price £A	<i>Offer First</i> Availability and Price
Group B	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • No Complaints/Adult Support Protection/Monitoring/Financial issues • Rate is over Price £A and under Price £B	<i>Offer Second</i> Availability and Price
Group C	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • Rate is over Price £B and under Price £C; OR • Poor Care Inspection and not completed improvement plan; OR • Some Complaints/Adult Support Protection/ Monitoring issues.	<i>Offer Third</i> Availability and Price AND Chief Officer or Chief Finance Officer Approval
Group D	• Does not pay Scottish Living Wage; OR • Identified Issues with Complaints/Adult Support Protection/ Monitoring/ Finance; OR • Does not have minimum Care Inspection Grades; OR • Rate is above Price £C	<i>Agree not to use</i>

3 – Payment Timetable

Pro-forma Timetable



Pro-forma Timetable 2025/2026

Period	Covering Period		Pro Forma issued to Providers	Reminder issued if Non return of Pro Forma	Cut Off date for receipt of paperwork	Date for Load in of returned Pro-forma	Payment Date for Verified Hours (dependant on term)
	Monday	to Sunday	Monday	Monday	Wednesday	Thursday	Friday
1	17/03/2025	- 23/03/2025					
	24/03/2025	- 30/03/2025					
	31/03/2025	- 06/04/2025					
	07/04/2025	- 13/04/2025	14/04/25	21/04/25	23/04/25	24/04/25	01/05/25
2	14/04/2025	- 20/04/2025					
	21/04/2025	- 27/04/2025					
	28/04/2025	- 04/05/2025					
	05/05/2025	- 11/05/2025	12/05/25	19/05/25	21/05/25	22/05/25	30/05/25
3	12/05/2025	- 18/05/2025					
	19/05/2025	- 25/05/2025					
	26/05/2025	- 01/06/2025					
	02/06/2025	- 08/06/2025	09/06/25	16/06/25	18/06/25	19/06/25	26/06/25
4	09/06/2025	- 15/06/2025					
	16/06/2025	- 22/06/2025					
	23/06/2025	- 29/06/2025					
	30/06/2025	- 06/07/2025	07/07/25	14/07/25	16/07/25	17/07/25	24/07/25
5	07/07/2025	- 13/07/2025					
	14/07/2025	- 20/07/2025					
	21/07/2025	- 27/07/2025					
	28/07/2025	- 03/08/2025	04/08/25	11/08/25	13/08/25	14/08/25	21/08/25
6	04/08/2025	- 10/08/2025					
	11/08/2025	- 17/08/2025					
	18/08/2025	- 24/08/2025					
	25/08/2025	- 31/08/2025	01/09/25	08/09/25	10/09/25	11/09/25	18/09/25

7	01/09/2025	-	07/09/2025					
	08/09/2025	-	14/09/2025					
	15/09/2025	-	21/09/2025					
	22/09/2025	-	28/09/2025	29/09/25	06/10/25	08/10/25	09/10/25	16/10/25
8	29/09/2025	-	05/10/2025					
	06/10/2025	-	12/10/2025					
	13/10/2025	-	19/10/2025					
	20/10/2025	-	26/10/2025	27/10/25	03/11/25	05/11/25	06/11/25	13/11/25
9	27/10/2025	-	02/11/2025					
	03/11/2025	-	09/11/2025					
	10/11/2025	-	16/11/2025					
	17/11/2025	-	23/11/2025	24/11/25	01/12/25	03/12/25	04/12/25	12/12/25
10	24/11/2025	-	30/11/2025					
	01/12/2025	-	07/12/2025					
	08/12/2025	-	14/12/2025					
	15/12/2025	-	21/12/2025	22/12/25	29/12/25	06/01/26	07/01/26	14/01/26
11	22/12/2025	-	28/12/2025					
	29/12/2025	-	04/01/2026					
	05/01/2026	-	11/01/2026					
	12/01/2026	-	18/01/2026	19/01/26	26/01/26	28/01/26	29/01/26	05/02/26
12	19/01/2026	-	25/01/2026					
	26/01/2026	-	01/02/2026					
	02/02/2026	-	08/02/2026					
	09/02/2026	-	15/02/2026	16/02/26	23/02/26	25/02/26	26/02/26	05/03/26
13	16/02/2026	-	22/02/2026					
	23/02/2026	-	01/03/2026					
	02/03/2026	-	08/03/2026					
	09/03/2026	-	15/03/2026	16/03/26	23/03/26	25/03/26	26/03/26	02/04/26

4 - Example Provider Payment Proforma

Appendix 1 - Care at Home Pro-forma Invoice
4th Floor, Kilncraigs Building
Greenside Street, Alloa, FK10 1EB
Telephone: 01259 452498
Four weekly Provider Payment Control Pro-forma
Provider: {Provider Name}
mail completed pro-forma to SocialCareProvision@clacks.gov.uk

Period
From [DATE]
To [DATE]

mail completed - pro-forma to Social.Care.provision@clacks.gov.uk

Surname	Fore name	Swift Id	Week	Start	End	PC/NCP	Unit Cost	Planned Weekly Use Above	Planned Weekly Cost	Actual Use Above	Actual Weekly Cost	Weekly Cost Variance	Weekly Hourly Variance	Reason for Variance
Client	Fint	1234	1	16/09/2013	22/09/2013	PC	60.00	80.00	80.00		80.00	80.00	80.00	
			2	23/09/2013	29/09/13	PC	60.00	80.00	80.00	80.00	80.00	80.00		
			3	30/09/2013	06/10/2013	PC	60.00	80.00	80.00	80.00	80.00	80.00		
			4	07/10/2013	13/10/2013	PC	60.00	80.00	80.00	80.00	80.00	80.00		
		1234	1	16/09/2013	22/09/2013	PC	60.00	80.00	80.00		80.00	80.00	80.00	
			2	23/09/2013	29/09/13	PC	60.00	80.00	80.00	80.00	80.00	80.00	80.00	
			3	30/09/2013	06/10/2013	PC	60.00	80.00	80.00	80.00	80.00	80.00	80.00	
			4	07/10/2013	13/10/2013	PC	60.00	80.00	80.00	80.00	80.00	80.00	80.00	
TOTAL 1200								320.00	320.00	320.00	320.00			

	No of Service users	1			
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1	Enter the actual hours in the columns coloured yellow	
2	Please email the completed pro-forma to To ensure prompt payment this pro-forma should be returned no later than 3 days after the period end The care provider manager is responsible for providing accurate information regarding service provision and the Council's liability of payment on a <u>4 weekly</u> basis. In the event that any information supplied by the care provider is not accurate and subsequently leads to overpayment by the Council, then the Council reserves the right to recover such sums as necessary	

Provider	
Signed	
Print Name	
Designation	
Date	

Appendix 2: Local Ranking Tool

Group A	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • No Complaints/Adult Support Protection/Monitoring/Financial issues • Rate is under Price £A	<i>Offer First</i> Availability and Price
Group B	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • No Complaints/Adult Support Protection/Monitoring/Financial issues • Rate is over Price £A and under Price £B	<i>Offer Second</i> Availability and Price
Group C	• Pays Scottish Living Wage • Has Minimum Care Inspectorate Grades • Rate is over Price £B and under Price £C; OR • Poor Care Inspection and not completed improvement plan; OR • Some Complaints/Adult Support Protection/ Monitoring issues.	<i>Offer Third</i> Availability and Price AND Chief Officer or Chief Finance Officer Approval
Group D	• Does not pay Scottish Living Wage; OR • Identified Issues with Complaints/Adult Support Protection/ Monitoring/ Finance; OR • Does not have minimum Care Inspection Grades; OR • Rate is above Price £C	<i>Agree not to use</i>

Group A	Pays Scottish Living Wage; Has Minimum Care Inspectorate Grades; No Complaints/Adult Support Protection/Monitoring/Financial issues; and rate under Price £A	Offer First – Availability and Price
Group B	Pays Scottish Living Wage; Has Minimum Care Inspectorate Grades; No Complaints/Adult Support Protection/ Monitoring/Financial issues; and rate over Price £A and under Price £B	Offer Second - Availability and Price
Group C	Poor Care Inspection and not completed improvement plan; OR Some Complaints/Adult Support Protection/ Monitoring issues	CO/CFP Approval required
Group D	Does not pay Scottish Living Wage; OR Identified Complaints/Adult Support Protection/ Monitoring/ Financial risks Rate is above Price Cancial issues; OR Does not have minimum Care Inspection Grades; OR	CO/CFP Approval required

