

This Self Billing Agreement made as of the <enter date> (“Effective Date”)

BETWEEN

- 1) **NHS Bury Clinical Commissioning Group** (the “CCG”/” Council”)
- and
- 2) **The Provider** (the “Provider” as specified by the associated Accreditation)

(Each a “Party”, together the “Parties”)

WHEREAS:

- A. The CCG and the Provider have entered into agreement(s) which govern the relationship between the Parties. The CCG and the Provider have entered or will enter into Service Agreements at various times for the Services.
- B. The CCG and the Provider have agreed to use a self-billing procedure for all transactions (the “Relevant Transactions”) in respect of the Services;
- C. The CCG and the Provider shall adhere to the conditions imposed by HM Revenue and Customs in respect of self-billing invoices, as may be amended from time to time;
- D. The CCG and the Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Provider Agreements.

Definitions:

In this Self Billing Agreement:

“*adam*” refers to adam HTT Limited t/a *adam* (registered company #7718565) which is the provider of the Application (SProc.net);

“Application” means the proprietary web-based software called SProc.Net, which is owned and operated by *adam*, or such other technology as may be agreed between the parties;

“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” take the meaning given in the GDPR;

“Registration, Accreditation and Enrolment” means the process of approval of Providers for admission to the DPS via the evaluation of Enrolment Applications received from Providers to ensure these fulfil the CCG’s Selection Criteria for delivery of the Services;

“Self-Billing Invoice” means an invoice generated through the SProc.Net Application on the Provider’s behalf in accordance with the Self- Billing Procedure;

“Self-Billing Procedure” means the arrangements agreed between the Provider and the CCG and set out in Schedule 2 under which invoices billing the CCG for Services provided to it by the Provider are generated at regular intervals through the SProc.Net Application and payment in respect of the invoices is processed;

“Service Agreement” means a contract awarded by the CCG accepting an Offer by the Provider.

“Service Receipt” means a record of Services delivered over a stated period and of the Charges for them, uploaded by the Provider onto the SProc.Net Application for agreement by the CCG;

” Services” means the care services that the Provider agrees to provide to the CCG pursuant to a Service Agreement awarded in accordance with this Supplier Agreement as more fully described in the Service Specification and further detailed by the Requirement associated with the relevant Service Agreement;

“Supplier Application Guide” means the application guide issued by the CCG detailing the operation of the DPS and stored on <http://demand.sproc.net>.

Agreement Details:

1. The CCG has contracted with *adam*, to provide a web-based software system, namely SProc.Net or such other technology as may be agreed between the CCG and *adam* from time to time (the “Application”), to enable the CCG to procure Services via the DPS in compliance with the Public Contract Regulations.
2. The Provider hereby agrees:
 - i. to accept electronically delivered Self-Bill Invoices raised on its behalf by the CCG in respect of all Relevant Transactions in the Application (SProc.net);
 - ii. not to issue VAT invoices in respect of the Services;
 - iii. where for internal compliance reasons it raises dummy invoices, the Provider will reconcile such dummy invoices to the Self-Bill Invoice.
 - iv. to reconcile their account with any factoring company as may be applicable from time to time.
 - v. to only submit paper-copy Service Receipts where pre-agreed in writing with the CCG;
 - vi. subject to (v) above, to ensure the Technology’s Service Receipt submission system is used to capture all hours or services worked in respect of the Services;
 - vii. to ensure that rates, hours, hours types and expenses are verified prior to submission or on- line entry of Service Receipts;
 - viii. to raise any discrepancies between a Self-Billing Invoice received from the CCG and invoicing data in its internal records within thirty (30) days of receipt of such Self-Bill Invoice;
 - ix. to notify the CCG immediately if the Provider changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
 - x. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
 - xi. the CCG or *adam* may self-invoice the Provider for the Self-Bill Invoice weekly in arrears;
 - xii. the CCG shall procure that *adam* shall pay those of the Self-Bill Invoice not subject to any dispute within thirty (30) days of self-invoice or cleared funds from the CCG for the same, whichever is the later;
3. The Provider agrees and acknowledges that:
 - i. where there is a breach of Clause 2 above, the CCG may at its sole discretion delay or not process payment of the sums due to the Provider from such Self-Bill Invoices that the breach pertains to. The provider will be permitted to submit mitigating

circumstances that may have resulted in the breach for the CCGs consideration when exercising their discretion to delay or not process payment.

- ii. nothing in the Provider Agreement shall create any contractual relationship between adam and the Provider, however adam shall be entitled to enforce the CCG's rights pursuant to the Contracts (Rights of Third Parties) Act 1999;
 - iii. nothing in the Provider Agreement shall operate to transfer any debt or amount owed by the CCG to the Provider to adam; and
 - iv. where there is a breach of Clause 2 above, the CCG may at its sole discretion delay or not process payment of the sums due to the Provider from such Self-Bill Invoices that the breach pertains to. The provider will be permitted to submit mitigating circumstances that may have resulted in the breach for the CCGs consideration when exercising their discretion to delay or not process payment.
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- xiii. The CCG agrees:
 - i. wherever reasonably possible, to provide a valid Self-Billing VAT invoice, if applicable, to the Provider on a weekly basis;
 - ii. to include on each invoice the Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
 - iii. to inform the Provider of any relevant changes to the CCG's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
 - iv. Subject to the correction of any errors in a self-billing invoice, within 30 days of a self-billing invoice having been raised (from the Provider self-bill date), in accordance with the self-billing procedure the charges in the self-billing invoice shall be payable by the CCG.
 - v. Service Agreements for Care services will be created and managed in *adam's* system (SProc.net). As such, all related receipting, invoicing, and payments will be done by the Client and Provider through SProc.net.
 - xiv. The CCG will not accept any liability for payment of any of the Provider's services where the Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Technology's online Service Receipt system, SProc.Net, or such other application as directed by the CCG from time to time.
 - xv. For the avoidance of doubt, any payment properly due to the Provider will be made in accordance with the terms and conditions of the Agreement between the Parties.
 - xvi. The Parties shall, without limitation to the aforementioned, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Bill invoicing processes.
 - xvii. The Provider acknowledges and accepts that the Self-Bill process made under this Self-Billing Agreement shall be performed via the Technology Provider acting as the CCG's third-party, payment Provider, (*adam* HTT Limited (trading as *adam* limited registered company number: 07718565) or such other body as may be appointed by the CCG from time to time. For the avoidance of doubt, this arrangement shall not be construed as transferring to the Provider any debt that is owed by the CCG to the Provider, and any disputes regarding the Relevant Transactions must be managed between the Provider and the CCG directly.

- xviii. For the avoidance of doubt, this Self-Billing process shall be subject to annual review by the parties.

This Self-Billing Agreement shall be read in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.