



## CPIMS Case management contract terms and conditions March 2011

An interim payment will be held by the solicitor or in a trust fund organised by the Client's solicitor. Provision for case management services will be included in the interim payment and we will invoice the solicitor/receiver or appointed trustee involved with managing the funds. The availability of funds must be confirmed prior to our services commencing. If the fee payer changes we must be informed in writing or the original fee payer will remain accountable for all invoices until such information is disclosed. These terms shall prevail over any previous Terms of Business provided to the Instructing Client. Receipt of instructions, verbal or in writing shall infer that you agree to these Terms of Business.

In some circumstances an employee of CPIMS will be appointed a trustee on a Client's account. We will manage the funds in accordance with the Client's instructions. The Client/relevant family member/receiver will be sent a detailed record of all transactions. We will require specific third party approval to settle our case management invoices in these circumstances. The third party can be the Client, solicitor, family member or receiver. Fees for litigation work such as writing witness statements or attending legal case conferences will be paid by the instructing solicitor as medico-legal work in relation to litigation.

### **Fees from 1.3.11 for case management work:**

Case Management: £90.00 per hour

Travel: £50.00 per hour

Mileage: £85 pence per mile

Court/Conference Attendance: £600 plus expenses and preparatory work at £85.00 per hour

Telephone calls, letters, faxes, emails are charged at £9.00 per 6 minute unit. Individual activities are calculated up to the nearest unit.

Overnight accommodation and miscellaneous expenditure- where overnight accommodation/train fares/parking fees etc are incurred, these will be itemised on the invoice accordingly.

Training Courses are charged individually according to the Client's specific needs. Refreshments for staff attending training courses will be itemised on the Client's invoice.

### **Payroll**

£20 per employee per payroll.

£50 per new employee/starter

£50 administration fee for processing Inland Revenue payment either quarterly/monthly.

£35 per employee for Year End and P60; leavers P45.

Miscellaneous activities such as setting up Court order payments will be charged at £5.00 per 6 minute unit.

Timesheets must be provided with the correct hours displayed for the month/week. These can be communicated via post or electronic mail one week in advance of the payroll run date. Changes of

address/bank details must be communicated as soon as possible to avoid delays. Payroll is included in the hourly price for Client's who wish to use our Tier 1-3 care package agreements.

### **Payment Terms**

Clients are not under any obligation to use our services and may request a final settlement of their account at any time in writing. Invoices shall be paid in full within 28 days of the invoice date. Cheques should be made payable to CPIMS. BACS payment terms are available on each invoice. We reserve the right to withdraw all services provided 28 days notice is served to the Client.

We understand and will exercise our right to interest under the Late Payment of Commercial Debts (Interest ) Act 1998 if we are not paid in accordance to the agreed payment terms. Interest is calculated up to 8% above base rates of the monthly balance. We will also claim compensation for debt recovery costs including any Court charges incurred. We reserve the right to cease all work immediately in the event that these payment terms are breached.

Cancellation charges are applicable:- if less than 5 working days notice than 20% of the fee per cancelled day/appointment will be discounted from the full charge.

If less than 1 days notice than 100% of the full fee/hourly rate will be charged.

### **The complaints procedure**

#### **Our Policy**

To ensure that the service we provide matches our Client's needs and expectations we welcome any comments in relation to the services that we provide. Complaints can provide an opportunity to do something better in the future and as such form part of our policy to engender a culture of continuous improvement. If a Client wishes to make a complaint about the service they are receiving the process is as follows:-

1. You should call the office on 01704 227882 to discuss the problem with the on call duty manager.
2. If you feel unable to discuss the problem over the phone then you can put your complaint in writing and send/email it to **Denise Watling** at the office's address:

**CPIMS**

**Slaidburn House**

**Slaidburn Crescent**

**Southport**

**PR9 9YF**

**Email: [complaint@cpims.com](mailto:complaint@cpims.com)**

3. Details of your complaint will be held on record for a minimum of 12 months so that our Inspectorate can review any complaints that we have received.
4. If you are not happy to make the complaint yourself and you do not know someone who can raise the complaint on your behalf then we will provide an advocate from an independent organisation to act on your behalf. We will confirm receipt of your complaint within 48 hours.

5. We will write to you within 7 days to formally acknowledge receipt of your complaint and to inform you of the steps that we will be taking to resolve it.
6. We will investigate your complaint thoroughly and write to you within 21 days with a resolution.
7. If at any time you are unhappy with the way that your complaint is being dealt with then you can contact the Managing Director-Denise Watling.
8. If at this stage you are still not happy with the way that your complaint has been handled or resolved to your satisfaction we will forward the details of your complaint to the Hon Secretary of the United Kingdom Care Association Ltd (UKHCA) who will request the independent claims advisor to review the details of your complaint. The Hon Secretary will inform you and us of their recommendations within 4 weeks.

### **Confidentiality**

Personal Information is private and representatives of CPIMS will keep a Client's information confidential. Client's must provide permission if information pertaining to their care package is to be discussed or disclosed to persons involved with their care such as members of the multidisciplinary team, GP, or family members. If there are any exceptions to this arrangement the Client must inform CPIMS accordingly. We may receive legally binding instructions to disclose certain information such as a Court Order. Other circumstances in which it may be necessary to disclose information to other agencies in situations involving the abuse of a child or vulnerable adult, or circumstances that endanger the health and safety of the Client, care team or general public.

### **The Quality Assurance process**

We regularly collect feedback from our Clients, relatives, carers and relevant others involved in their care to monitor and maintain excellent standards.

### **How to contact the local office of the Care Quality Commission, social services, and the general social services council**

Sefton Council	Care Quality Commission
Social Services	Finsbury Tower
324-342 Stanley Road	103 - 105 Bunhill Row
Bootle	London
Merseyside	EC1Y 8TG
L20 6ET	
Telephone: 0845 140 0845	Tel: 03000616161
General Social Care Council	
Goldings House	
2 Hay's Lane	
London, SE1 2HB Tel: 020 7397 5100	