



## Document Control

Policy Title	Payment to Clients policy
Policy Number	40
Owner	Financial Manager
Contributors	
Version	1.0
Date of Production	28 <sup>th</sup> April 2015
Review date	28 <sup>th</sup> April 2017
Post holder responsible for review	FM
Primary Circulation List	SMT
Web address	N/A
Restrictions	None

## Version Control

Version Number	Owner	Description	Circulation
1.0	FM	New	SMT



**1.0 POLICY:**

Sunbeam House Services (SHS) client payments policy is written with regard to setting out the best practice in dealing with company's payments to clients.

**2.0 SCOPE:**

This Policy applies to all staff employed by Sunbeam House Services , Its Board and Agents.

**3.0 ROLES & RESPONSIBILITIES:**

All staff working in SHS are responsible for complying with this policy. It is responsibility of the Client Service Managers and the Senior Management Team to ensure that this policy is enforced.

**4.0 General:**

SHS pay clients for rehabilitative work done under the categories listed below in Section 5.

SHS also makes other discretionary payment to clients.

It is our understanding that the clients, who are involved with work activities within SHS, are not employees. In conjunction with the HSE, who are aware of these work activities, SHS will continue to seek up to date legal clarity about the legal status of clients in SHS and to minimize any legal risk for SHS while making person-centred provision for participants.

**5.0 Clients Engaged in Rehabilitative Training/Work Activities (see Appendix A)**

The following terminology and descriptions used have been adopted from the HSE policy document entitled, "New Directions", Feb 2012.

**a. Training Services**

SHS will only pay clients where we are in receipt of external funding specifically designated to that individual. Currently, the local office of the HSE pays Sunbeam House Services in the

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form of a Rehabilitative Training allowance. SHS will in turn pass on to the client the amount to which they are entitled.

**b. Sheltered Work – “Like “Work”**

This is described in New Directions as a day programme which involves service users working within SHS in what could be described as “like work” situations. This includes service users working in kitchens, maintenance work, landscaping, office, administration, catering, canteens and so on. Service users receive a discretionary top-up payment for activities they undertake. The purpose of the discretionary payment is to give the service user a sense of worth and reward. This payment could be argued to be an important part of the therapeutic aspect of the work done. Payment will be based on an agreed hourly rate. The hourly rate cannot exceed the limits permitted in this policy, and will be dependent on the budget available to the location.

The hourly rate of allowance payable to clients will be calculated by reference to a number of factors including:-

- ☐ The ability of the client to work independently.
- ☐ Any cost savings made as a result of not having to engage another person to do the work.
- ☐ The amount of support required by the client to carry out the job.
- ☐ The budget available for the location.

**c. Therapeutic Work**

Therapeutic work is described in New Directions as a centre-based programme designed to provide occupation for an individual or group where work activity is a key element of the programme. There is normally no third-party involvement, that is, no contract work and not open to the public. Examples of this could be a day centre that includes arts and crafts. The products can be sold at a nominal cost and the service users may receive an allowance or a discretionary top-up payment.

SHS will make a payment called “an allowance or top-up payment” based on the “net profit” made by the location in which the client carries out the activity. This payment cannot exceed permitted maximum limits, in particular the “net profit” made by the location. “Net profit” means selling price (excluding VAT) minus direct costs of making/ buying/processing the items involved. This process will be explained to clients periodically.

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#### **d. Supported Employment**

SHS does not pay clients in the context of supported employment.

The supported employment situation arises where a client is employed by a third party, and supported by SHS. This support may be provided by Connect Employment or by other staff in SHS. SHS makes no payment to the client. SHS will support the client and the employer with a view to providing a valuable and rewarding work opportunity. At all times it must be made clear to all parties involved that our client is an employee of a third party and not SHS. All appropriate employment, health and safety and equality provisions will be monitored.

Under no circumstances will SHS act as an intermediary for payments to clients in supported employment. Clients in supported employment must be paid directly by the third party employer.

Clients may be provided with work experience by an employer for a limited period (usually about six weeks), and in this case no payment is made to the client.

SHS accept that there may be exceptional individual circumstance which may be considered for payment by SHS at the discretion of the Managing Director.

#### **6.0 Permitted Pay Limits**

SHS will provide an opportunity for a client to receive a “top-up” payment up to maximum of €120 per week on top of their normal Social Welfare entitlement. This figure may change from time to time. A payment to a client in excess of this limit will have a negative effect on their Social Welfare payment. SHS will not make a payment to any client where that payment would have a negative effect on a Social Welfare Entitlement.

The maximum hourly rate that Sunbeam House will pay to clients for rehabilitative type activities is as follows: -

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Client requiring no or virtually no support 8.70

Client requiring not more than half time (50%) support 5.70

Client requiring more than half time (50%) support 3.80

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### **7.0 Authorisation of and responsibility for payments**

SHS will only pay clients where the proper authorisation and documentation are in place. The Client Services Manager is responsible to ensure that the correct authorisation has been obtained, and that a request is submitted on time and in the correct format.

The Accounts Department is responsible for the correct and timely payment, provided the proper authorisation and documentation are in place.

### **8.0 Authorisation**

A new payment or a significant change in existing payment must be authorised in writing by the Senior Services Manager in consultation with the General Manager. Payments in excess of the limits set out in this policy can only be authorised by the Managing Director in writing.

### **9.0 Procedure and Format of Payment Request**

a. A client payment agreement must be completed for every new client payment arrangement, and renewed every year thereafter. This agreement must be in the format set out in Appendix A. It must be signed by the Client Services Manager and Senior Services Manager. It must then be submitted to the Accounts Department. Failure to complete an initial agreement or a renewal agreement will result in payments being ceased. On implementation of this policy, all existing arrangements must be documented in the form of a client payment agreement. All new arrangements must be documented in this form before any payments are made.

b. The Client Services Manager is responsible for supplying on a monthly basis detail of payment requests. The payment request must be supplied to the Accounts Department on a monthly basis and in the format specified by them. This format may be amended from time to time. All requests must be submitted by the 10<sup>th</sup> of the month in which payment is to be made.

*c. Budget Charge*

The appropriate location will be charged for a client payment. This may be the location receiving the benefit of the work or the location that requested the set-up of the

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arrangement. The Client Services Manager of the location to which the costs are being charged must sign the Client Agreement.

*d. Sickness or Absence*

SHS will not make payments during periods of sick leave/absence (apart from the RT payment).

*e. Holidays*

SHS will not make payments during holiday periods (apart from the RT payment).

*f. Suspension or Termination*

SHS reserves the right to suspend, defer or alter rehabilitative work placements as necessary.

*g. Payments*

SHS will only pay cash to clients where the total of all amounts payable to the individual from all locations is not more than €5 per week or €25 per month. Otherwise, SHS will pay by cheque/bank transfer. Payments will only be made to a client bank account and if relevant supported by SHS staff or who the client agrees to support them. Where a CSM authorises cash payments to a client it will be the responsibility of the CSM to ensure that the payment complies fully with this policy and that the payment does not cause a breach of Social Welfare payment limits in relation to that client.

*h. Timing of payment to the client*

Payments are made on a monthly basis by cheque/bank transfer. Payment is made one month in arrears. Date of payment is the 25th of each month in respect of the previous month's money. Where the 25th falls on a Saturday, Sunday or holiday, payment will be made on the last working day before the 25th of the month.

**10.0 Disability allowance and taxation issues**

As stated above, SHS will not pay clients in excess of certain limits that effect Social Welfare payments. In order to minimise the risks associated with the possible loss of social welfare entitlements and taxation, Sunbeam House will only make payments in the context of "rehabilitative work".

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	<b>Effective Date: 28<sup>th</sup> April 2015</b>



## Appendix A

### **Client Rehabilitative Training/Work Payment Agreement**

Note: This agreement must be updated, when there is a change, by way of a new Agreement Form.

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Client Pin:									
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Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

Nature of Activity: \_\_\_\_\_

Location where activity is carried out: \_\_\_\_\_

Cost Centre to be charged with cost: \_\_\_\_\_

Location to which cheque (where relevant) to be sent: \_\_\_\_\_

(Note: A client can only have one designated location for cheque)

	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Regular	Total
Hours									

Agreed rate per hour: \_\_\_\_\_

As per the policy a client will not be paid for sick leave or holidays (except RT payments from HSE)

Client's signature: \_\_\_\_\_ Date: \_\_\_\_\_

CSM: \_\_\_\_\_ Date: \_\_\_\_\_

SSM: \_\_\_\_\_ Date: \_\_\_\_\_

#### Client Bank Account Details

Name on Account: \_\_\_\_\_

Sort Code: \_\_\_\_\_

Account No: \_\_\_\_\_

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