

ORDER SCHEDULE 25 – GRANT FUNDING

1. DEFINITIONS

Grant Funding the monetary sum or sums (in GBP) in respect of funding from the SFDC Fund that the Buyer will pay to the Supplier in accordance with paragraph 2 for the provision of support to Grant Recipients.

Grant Funding Claim Process the claim process which the Supplier is required to follow in order to claim the Grant Funding from the Buyer as detailed in Appendix 1 to this Schedule.

Grant Recipients families with disabled or seriously ill children in receipt of grants from the Support for Families with Disabled Children (SFDC) Fund.

Managing Public Money Guidance the Managing Public Money guidance published by HM Treasury in July 2013 (with annexes revised as of March 2018) which is available at:

<https://www.gov.uk/government/publications/managing-public-money>

including any subsequent updates from time to time.

Unspent Monies any Grant Funding paid to the Supplier that remains unspent and uncommitted at the end of the Contract howsoever it terminates.

1. DURATION OF THE GRANT FUNDING

- 1.1. Payment of the Grant Funding is conditional on the Supplier entering into the Grant Funding Agreement.
- 1.2. The relevant proportion of the Grant Funding will be made available for the support of Grant Recipients for the relevant Financial Year as per the timetable in Appendix 1 to this Schedule.

2. PAYMENT OF GRANT FUNDING

- 2.1. The Supplier can claim, and the Buyer will pay, the Grant Funding to the Supplier only in accordance with the Grant Funding Claim Process.
- 2.2. The Buyer shall pay such Grant Funding amounts in pound sterling (GBP) and into the Supplier's bank located in the UK, as nominated in the Grant Funding Agreement.
- 2.3. The Buyer reserves the right not to pay any claims for Grant Funding, which are not submitted in accordance with the Grant Funding Claim Process and/or which are incomplete, incorrect, or submitted without the full supporting documentation.
- 2.4. The Supplier shall promptly notify the Buyer of and repay to the Buyer any money incorrectly paid to it whether as a result of an administrative error or otherwise. This includes (without limitation) situations where the Supplier is paid in error before it has complied with its obligations under this Contract. Any sum which has been incorrectly paid shall be due to the Buyer within fourteen (14) days of either the Supplier becoming aware of any such sums or the Buyer notifying the Supplier of any such sums. If the Supplier fails to repay the amount due within twenty eight (28) days, the sum will be recoverable summarily as a civil debt.
- 2.5. The Parties acknowledge that there shall be no obligation on the Supplier to use any Grant Funding requested by a Grant Recipient if the relevant Grant Funding has not been received by the Supplier from the Buyer.

3. MONITORING AND REPORTING

- 3.1. The Buyer will review the Grant Funding and the Supplier's delivery of the Services in accordance with Section 5.4 Working Arrangements of Order Schedule 20 (Specification).
- 3.2. The Buyer shall monitor the delivery and performance of the Services throughout the duration of this Contract to ensure that the aims and objectives of the Buyer as set out in this Contract are achieved (including in accordance with Section 4.17 Governance, Audit & Risk Management of the Scheme of Order Schedule 20 (Specification)).

3.3. The Supplier shall provide to the Buyer:

3.3.1. a quarterly summary report ("**Quarterly Report**") to the Buyer in accordance with paragraph 1 of Appendix 2 (Reporting Requirements); and

4. **RETENTION OF DOCUMENTS**

4.1. Without prejudice to the obligation at Clause 6 of the Core Terms, the Supplier shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Grant Funding for a period of seven (7) years from the date on which this Contract ends.

5. **WRITE OFFS AND MANAGING PUBLIC MONEY GUIDANCE**

5.1. The Supplier must obtain prior written consent from the Buyer before writing off any overpayments, debts, liabilities, or losses in connection with the Grant Funding.

5.2. The Supplier shall at all times comply with the Managing Public Money Guidance and the Department for Education's Grant Funding Agreement Terms and Conditions as set out in the Support for Families with Disabled Children Grant Funding Agreement.

6. **UNSPENT MONIES ON TERMINATION**

6.1. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of Contract termination, in line with this Contract and approved by the Buyer in accordance with the Grant Funding Claim Process) shall be returned to the Buyer within thirty (30) days of the date of receipt of a written notice of termination from the Buyer or the expiry of this Contract unless otherwise agreed by the Buyer in accordance with the provisions of this Contract.

APPENDIX 1 OF ORDER SCHEDULE 25

Grant Funding Claim Process for the Support for Families with Disabled Children Fund

1. DEFINITIONS

Buyer Programme Lead [REDACTED] (or as otherwise notified in writing by the Buyer to the Supplier from time to time).

Funding Period the contractual term in which grant funding can be claimed.

Grant Funding Forecast the Grant Funding forecasts provided by the Supplier in accordance with paragraph 1.1 of this Appendix 1.

Grant Funding Claims the claims for Grant Funding submitted by the Supplier in accordance with paragraph 3 of this Appendix 1.

Grant Funding Reconciliation the reconciliation of forecast Grant Funding claim amounts against actual Grant Funding claim amounts in accordance with paragraph 4 of this Appendix 1.

Uncommitted Monies any Grant Funding paid to the Supplier which remains uncommitted at the end of a calendar month.

2. PURPOSE OF THE GRANT FUNDING CLAIM PROCESS

- 2.1. The Grant Funding Claim Process applies to the management of all Grant Funding for the relevant Funding Period delivered under the Contract.
- 2.2. The Grant Funding Claim Process ensures that payment of Grant Funding from the Buyer to the Supplier is not made in advance of need. The Process also ensures that unspent Grant Funding is tracked and accounted for.

3. GRANT FUNDING FORECASTS

- 3.1. The Supplier will provide the Buyer with forecasts (using the Forecast Form in Appendix 3- Forecast Form of this Schedule 25) of Grant Funding to be issued in each financial quarter. These Forecast Forms are to be submitted at the start of each financial quarter in accordance with the timetable below. The deadline dates reflect the final date for receipt of the forecast form for the quarter. Save in exceptional circumstances, no payment will be made to the Supplier in respect of any forecast received after the Forecast Receipt Deadline.

| Financial Quarter | Period | Forecast Receipt Deadline |
|--------------------|---|---------------------------|
| FY23/24- Quarter 3 | 1 st October 2023-31 st December 2023 | |
| FY23/24- Quarter 4 | 1 st January 2024-31 st March 2024 | |
| FY24/25- Quarter 1 | 1 st April 2024-30 th June 2024 | |
| FY24/25- Quarter 2 | 1 st July 2024-30 th September 2024 | |
| FY24/25- Quarter 3 | 1 st October 2024-31 st December 2024 | |
| FY24/25- Quarter 4 | 1 st January 2025-31 st March 2025 | |
| FY25/26- Quarter 1 | 1 st April 2025-30 th June 2025 | |
| FY25/26- Quarter 2 | 1 st July 2025-30 th September 2025 | |
| FY25/26- Quarter 3 | 1 st October 2025-31 st December 2025 | |
| FY25/26- Quarter 4 | 1 st January 2026-31 st March 2026 | |

- 3.2. Forecasts will be profiled for the three months in each quarter. Each forecast must detail the forecast Grant Funding spend in each month. The Grant Funding Forecast in any given quarter will include, as a minimum:
 - 3.2.1. A total forecast Grant Funding spend figure for each month in the quarter; and

3.2.2. Evidence from historic demand trends and delivery experience to support the forecast figures.

- 3.3. The Buyer will review the relevant Grant Funding Forecast provided by the Supplier and, subject to paragraph 3.4, provide approval of the relevant Grant Funding Forecast within three (3) Working Days of the relevant Grant Funding Forecast being submitted to the Buyer.
- 3.4. Where the Buyer has any queries regarding the detail of the Grant Funding Forecasts, these will be raised within five (5) Working Days of the Grant Funding Forecast being submitted to the Buyer and the Parties will engage in good faith discussion to resolve any such queries. Once all queries raised in accordance with this paragraph have been resolved to the satisfaction of the Buyer, the Buyer will approve the Grant Funding Forecast within five (5) Working Days.
- 3.5. Following full and complete approval of the Grant Funding Forecast, the funding for the first month of the given quarter will be issued within five (5) Working Days of the Grant Funding Forecast being approved subject to full satisfaction from the Buyer. This funding will be paid no earlier than the first day of the first month of the relevant Funding Period.
- 3.6. Funding for the subsequent months in the Funding Period will be paid out on the first day of each month.

4. GRANT FUNDING RECONCILIATION

- 4.1. Granting Funding Reconciliation is the process for calculating the difference between the Grant Funding Forecast in a given Funding Period and the actual value of Grant Funding awarded in that Funding Period. This difference, being Uncommitted Monies, is then used to adjust the funding amount payable in respect of the next Funding Period.
- 4.2. The Supplier is required to submit a Grant Funding Commitment Form at the end of each month (as per Appendix 4 of this Schedule 25). The Supplier must declare the total value of Grant Funding committed to the Grant Recipients in the given month.
- 4.3. The Supplier is required to submit the Grant Funding Commitment Form for each month of delivery no later than the 7th day of the following month.
- 4.4. The Buyer will collate the monthly Grant Funding Commitment Forms received in each Funding Period and calculate the total Grant Funding Commitment Value across that Period.
- 4.5. The Buyer will calculate the quarterly Reconciliation figure using the following equation:

Quarterly Reconciliation Value = Quarterly Grant Funding Forecast-Quarterly Grant Funding Commitment Value.

- 4.6. The Buyer will subtract the Quarterly Reconciliation Value from the following Quarter's Grant Funding Forecast figure to reflect the remaining Uncommitted Monies held by the Supplier.

Worked Example

Supplier 1 submits a Forecast Form for Example Funding Period 1 totalling £2,000,000. This consists of a forecast £900,000 in Month 1, £600,000 in Month 2 and £500,000 in Month 3.

Following validation, Month 1's forecast value (£900,000) is paid.

At the end of Month 1, the Supplier submits a Commitment Form detailing actual funding committed in Month 1 amounting to £800,000.

At the start of Month 2, Month 2's forecast value (£600,000) is paid.

At the end of Month 2, the Supplier submits a Commitment Form detailing actual funding committed in Month 2 amounting to £400,000.

At the start of Month 3, Month 3's forecast value (£500,000) is paid.

At the end of Month 3, the Supplier submits a Commitment Form detailing actual funding committed in Month 3 amounting to £300,000.

At the end of Month 3, the Buyer collates the Commitment Forms issued in Example Quarter 1 and calculates the difference between Forecast Spend in Example Funding Period 1 (£2,000,000) and actual Committed Spend in Example Funding Period 1 (£1,500,000). The difference between these two values is the Quarterly Reconciliation Value (£500,000).

The Supplier submits a Forecast Form for Example Quarter 2 totalling £2,000,000. The Quarterly Reconciliation Value for Example Funding Period 1 (£500,000) is subtracted from the Quarterly Grant Funding Forecast for Example Period 2 to yield an amount payable for Example Quarter 2 of £1,500,000.

APPENDIX 2 OF ORDER SCHEDULE 25

Reporting Requirements for the Support for Families with Disabled Children Grant Funding

1. QUARTERLY REPORTS

- 1.1. The Supplier will provide the Buyer with Quarterly Reports providing information about the Grant Funding to inform the Buyer's quarterly budget review cycle in accordance with paragraph 3.3.1 of this Schedule.
- 1.2. Each Quarterly Report will, as a minimum, include:
 - 1.2.1. A record of all grants issued in the relevant Funding Period with attached unique reference numbers;
 - 1.2.2. A record of all grants redeemed in the relevant Funding Period with attached unique reference numbers;
 - 1.2.3. Indication of any outstanding grants issued in the relevant Funding Period but not redeemed with attached unique reference numbers;
 - 1.2.4. A record of all grants issued that expired without being redeemed in the relevant Funding Period with attached unique reference numbers;
- 1.3. All grant records should include as a minimum:
 - The Grant Recipient;
 - The good or service provided to the Grant Recipient;
 - The total value of the grant issued;
 - The designated supplier of the good or service if applicable;
 - The status of the Grant Recipient as either a new or repeat recipient; and
 - a narrative to explain the detail provided in the Quarterly Report, including an assessment of variances between approved, allocated and forecast Grant Funding for the relevant Funding Period, and all Grant Funding should be profiled by month so timing of actual and expected Grant Funding is clear.
- 1.4. The Supplier will provide the Buyer with Quarterly Reports by the fifth (5th) Working Day of the Month following the end of the financial quarter.
- 1.5. The Quarterly Report provided by the Supplier to the Buyer following a Funding Period ending March will, in addition to the information requirements set out at paragraph 1.2, also include a Financial Year end analysis showing spend incurred up to the end of March and including any accruals or prepayment required as part of the Buyer year end process.

2. AUDITING AND SAMPLING

- 2.1. Each Quarterly Report submitted will be subject to auditing and sampling by the Buyer.
- 2.2. Of the grants submitted, the Buyer will review approximately 20 grants in each report, to be selected by the Buyer.
- 2.3. The Buyer will inform the Supplier within five (5) Working Days of receipt of the Quarterly Report which grants have been selected, quoting the relevant unique reference number for each grant.
- 2.4. The Supplier will provide full invoicing data to the Buyer on the selected sample grants to demonstrate and confirm **that the funding has been used to purchase the relevant grant item awarded to the relevant applicant in each selected sample grant.**

APPENDIX 3 OF ORDER SCHEDULE 25

Quarterly Grant Funding Forecast Form

This Forecast Form should be completed at the start of each Funding Period by the Director of Finance of the Supplier and returned to the Buyer at @education.gov.uk Contract Management Lead for the Support for Families with Disabled Children no later than the date set out in the timetable at paragraph 2 of Order Schedule 25 (Grant Funding) of the Contract and should be supported by information as detailed in that Schedule.

| | Forecast for [insert quarter] |
|---|-------------------------------|
| a. Start Date for relevant Funding Period | Dd/mm/yyyy |
| b. End Date for relevant Funding Period | Dd/mm/yyyy |
| c. Initial Forecast grant funding expenditure for relevant Funding Period | £ |
| d. Quarterly Reconciliation Value for the last Funding Period (calculated in accordance with Schedule 25- Appendix 1- Clause 2.5) | £ |
| e. Forecast Expenditure for relevant Funding Period (Row C minus Row D) | £ |
| f. Forecast grant funding expenditure for [insert month] | £ |
| g. Forecast grant funding expenditure for [insert month] | £ |
| h. Forecast grant funding expenditure for [insert month] | £ |
| i. Total Forecast grant funding Expenditure for the three months (Row F plus Row G plus Row H) (should equal row e) | £ |
| j. Total Grant Funding Claimed to Date | £ |

Evidence to support the Forecast Expenditure Figure in Row C of the above table (historic demand data, demand trends, supplier experience of administering the grant)

I hereby certify without personal liability, that:

- the forecast expenditure referred to in Row C of the above table has been prepared based on the most recent information available and with due care and attention;
- the information provided in this form and attached to this form is, in all material respects, complete and correct.

| | |
|--|--|
| Signed by [Director of Finance] to sign on behalf of [insert name of the body] | |
| Date | |
| Signature | |
| Name (please print) | |
| Position in organisation | |

APPENDIX 4 OF ORDER SCHEDULE 25

Monthly Grant Funding Commitment Form

This Commitment Form should be completed at the end of the month by the Director of Finance of the Supplier and returned to the Buyer at @education.gov.uk, Contract Management Lead for the Support for Families with Disabled Children no later than the 7th day of the following month and should be supported by information as set out in Order Schedule 25 (Grant Funding) of the Contract.

| | |
|--|----------------------------------|
| | Form for [insert month and year] |
| a. Forecast expenditure for the month (taken from the relevant Quarterly Grant Forecast Form) | £ |
| b. Actual funding committed and distributed to Grant Recipients in the month (see attached breakdown). | £ |

I hereby certify without personal liability, that:

- the Grant Funding received and distributed has been used wholly for the purposes for which it was given;
- the information provided in this form and attached to this form is, in all material respects, complete and correct, and
- the amount of Grant Funding detailed in this form represents expenditure incurred by Grant Recipients or to the best of the Supplier's knowledge, to be incurred by Grant Recipients for the purposes for which the Grant Funding is given.

| | |
|--|--|
| Signed by [Director of Finance] to sign on behalf of [insert name of the body] | |
| Date | |
| Signature | |
| Name (please print) | |
| Position in organisation | |