



This INDIVIDUAL PLACEMENT AGREEMENT is made between: THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall TR1 3AY (the ‘Commissioner’);

And

[Insert name of Provider] Company Registration No. [Insert] of [insert registered address] (the ‘Provider’);

And

[Insert Supported User] of [insert address] (the ‘Person’);

Each a ‘Party’ and together the ‘Parties’

This Individual Placement Agreement is made on behalf of the following individual:

Cornwall Council Commissioned Placements:

Name	
Mosaic ID	
Date of Birth	
Care Home Name and Address	
Placement Category	
— Care Home with/without Nursing	
Placement Duration	
— Permanent Placement	
— Temporary Placement	
— Short Term Placement	
Admission/Amendment Date	
End Date (where applicable)	
Number of Nights (Rolling Respite only)	
D2A Pathway (yes/no)	

D2A Pathway (2/3)	
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1. Definitions

‘Admission Date’ means the date on which the Person is admitted to the Care Home, this shall be the case for all Placements including individual episodes of respite provision;

‘Block Contracted Bed Schedule’ means the document attached at Schedule 2g of the Contract which sets out any block contracted arrangements that have been agreed with the Provider;

‘Care’ means the care provided by the Provider to the Person in accordance with the Contract, the Service Specification and their Care and Support Plan;

‘Care Home’ means the care home located at the address shown at the beginning of this IPA;

‘Care and Support Plan’ means a care and support plan assessed by the Commissioner [or CFT] as being appropriate to meet the Eligible Needs of the Person;

‘CFT’ means Cornwall Partnership NHS Foundation Trust;

‘Contract’ means the agreement between the Commissioner and the Provider based upon the NHS Standard Contract Shorter Form and shall include any additions or amendments thereto;

‘Council’ means The Cornwall Council of New County Hall, Treyew Road, Truro TR1 3AY;

‘Council’s Contribution’ means the contribution which is calculated as part of a Person’s Financial Assessment to be payable by the Council to the Provider towards the Total Placement Contract Price;

‘Eligible Needs’ means the assessed health and social needs of the Person as being assessed by the Commissioner [or CFT] as set out in the Persons Care and Support Plan;

‘Fees’ means the fees set out in Schedule 1, which shall be payable by the Commissioner [or CFT] to the Provider for the provision of the Services to a Person. For Placements commissioned by the Council, this shall include the Council Contribution and if relevant, any Person Contribution, any Third Party Top Up and/or any Health Contribution but shall not include any FNC Contribution unless set out in the Block Contracted Bed Schedule and/or the IPA. If the Person is eligible for FNC this will be paid to the Provider by the NHS directly;

‘Financial Assessment’ means the financial assessment undertaken by the Council in respect of the Person in accordance with the Care Act 2014;

‘FNC Contribution’ means the contribution paid by the NHS direct to the Provider for Funded Nursing Care;

‘Funded Nursing Care’ means NHS-funded nursing care which is provided to a Person by a registered Nurse. The NHS will pay a flat rate contribution directly to the Provider for the cost of this registered nursing care;

‘ICB’ means the NHS Cornwall and the Isles of Scilly Integrated Care Board of Part 2S, Chy

Trevail, Beacon Technology Park, Dunmere Road, BODMIN, PL31 2FR;

‘Individual Placement Agreement’ or ‘IPA’ means these terms and conditions and the schedules attached hereto;

‘Initial Period’ means the period of twenty-eight 28.00 calendar days from the Admission Date;

‘Health Contribution’ means the contribution paid by the Council to the Care Home Provider on behalf of the NHS for the care provided to a Person in respect of their specific health needs which for the avoidance of doubt shall not include the FNC Contribution;

‘NHS’ means the National Health Service in England and includes any NHS body involved in the commissioning of the Care;

‘Other Services’ means the provision of any services/goods provided to the Person by the Care Home at the Persons request, which shall include but not be limited to hair dressing, toiletries, chiropody, alcoholic drinks, legal advice, private travel, holidays, social; activities not provided by the Provider etc. These Other Services are non-essential truly optional services which the Provider is not expected to provide under the Contract or this IPA;

‘Person’ means the person directly receiving the Care as named above;

‘Person’s Contribution’ means the amount assessed as being payable by the Person towards the Total Placement Contract Price;

‘Personal Data’ means any information relating to an identified or identifiable natural person, which shall include but not be limited to the contents of this IPA;

‘Persons Representative’ means the Persons legally appointed representative who has been appointed under statute to manage the Persons property and financial affairs;

‘Placement’ means a place in the Care Home for the Person which is commissioned by the Commissioner [or CFT];

‘Placement Review Meeting’ means a meeting to be held in accordance with the Service Specification between the Commissioner [or CFT] and the Provider to review whether the Care Home is suitable for the Person;

‘Reassessment Request’ means a request by the Provider, the Person, the Person’s Representative to the Commissioner [or CFT] for a reassessment of the Person’s Eligible Needs;

‘Short Term Placement’ means a fixed term Placement which has been arranged to provide respite care for the Person;

‘Service Specification’ means the specification attached to schedule 2A of the Contract;

‘Temporary Placement’ means a temporary placement for a Person where there is a clear intention for the Person to return to their home but for various reasons, the Person is unable to return to their own home for a period of time;

‘Third-Party Top Up’ means the contribution made by a third party in accordance with a Third-Party Agreement for more expensive preferred accommodation which exceeds the Councils Contribution and if relevant any Person Contribution, and/or any Health Contribution as a result of meeting the expressed choice of the Person;

‘Third-Party Agreement’ means the agreement entered into between the Council and the Third-Party in respect of the payment of any Third-Party Top Up a form of which is attached at Schedule 3 of this IPA;

‘Tier 4’ means the bespoke price calculation for an individual Person assessed as Tier 4 and includes the hours of care provided as set out in Schedule 2;

‘Total Placement Contract Price’ means the total cost of the Placement, which shall be the total of the Fees and the FNC Contribution;

‘Variation Request’ means a written request by a Party to the other Parties requesting a variation to the terms of this IPA.

2. Start and Duration of Individual Placement

2.1. The Placement shall start on the Admission date. The Parties agree that the Fees shall become payable from the date on which the Person is admitted to the Care Home. This shall be the case for all Placements including individual episodes of respite Provision.

2.2. The Parties agree that the Placement shall continue until the Person leaves the Care Home in accordance with clause 5 of this IPA.

2.3. The Provider shall not move the Person to another bedroom in the Care Home or to another accommodation unless an emergency necessitates it, where it is necessary for the safety of a Person, or if the Person’s and/or where appropriate the Person’s Representative prior written consent is obtained.

3. Services to be Provided

3.1. Pending completion of the Contract, the Provider shall be bound by both the NHS Standard Contract 2020/2021 Service Conditions and General Conditions. Once a Contract has been completed the Provider shall be bound by its obligations set out in the Contract.

3.2. Information about the Person’s particular needs have been provided to the Provider by the Commissioner [or CFT] and are set out in the Person’s Care and Support Plan and Schedule 2 if applicable, a copy of which is attached to this IPA.

3.3. The Provider shall provide the Care in accordance with this IPA, the Contract, the Service Specification and the Person’s Care and Support Plan.

3.4. The Parties shall at all times comply with their respective obligations as set out in this IPA, the Contract (or NHS Standard Contract Service and General Conditions if the Contract has yet to be completed), the Service Specification and in accordance with the Persons Care and Support Plan.

4. Individual Placement Charges

4.1. The Commissioner [or CFT] shall pay the Provider the Fees in accordance with the payment provisions set out in the Contract.

4.2. If relevant, the Person shall pay the Person Contribution to the Council.

4.3. The Provider shall enter into a separate arrangement with the ICB regarding payment of any FNC Contribution and the Provider accepts that the Council shall not make any payment to the Provider in respect of any Funded Nursing Care.

4.4. If relevant, the Third Party shall pay the Third-Party Top Up direct to the Council in accordance with a Third-Party Agreement.

4.5. The Provider may charge the Person for any Other Services which the Person has requested. Any fees for these Other Services shall be agreed between both the Provider and the Person in advance. Any charge for any Other Services shall be paid through a private arrangement between the Provider and the Person or the Persons Representative. In no circumstances shall the Commissioner [or CFT] be liable for payment of any Other Services.

4.6. The Commissioner [or CFT] shall be liable to pay the Fees from the Admission Date. If for any reason the Person is not admitted to the Care Home, the Commissioner will not be liable to pay any Fees to the Provider in respect of the Person or serve any notice in accordance with clause 5.

5. Termination

A Placement may be terminated in the following circumstances:

5.1. Short Term Placements:

Where a Placement has been made for a fixed period this Placement will end on the expiry of the fixed period set out above. The Parties can agree to extend the fixed period by agreement in writing. If a Party wishes to terminate the Short Term Placement before the expiry of the fixed period, it may serve notice to terminate in accordance with clauses 5.3

or 5.4 below. The Person or the Person's Representative accepts and acknowledges that failure to service the relevant notice in accordance with clauses 5.3 or 5.4 below in respect of Short Term Placements, may result in a deduction from the Persons respite entitlement.

5.2. Temporary Placements:

Where a Temporary Placement has been made this Placement will either end in accordance with the End Date set out above or end in accordance with clauses 5.3 or 5.4 below.

5.2.A Discharge to Assess Placements:

Where a Discharge to Access Placement has been made no notice will be required and the Placement shall end on either:

5.2.A.1 The day the Person returns home; or

5.2.A.2 The day the Person moves to an alternative Placement at a different Care Home; or

5.2.A.3 The day a Long Term Placement is agreed in writing for the Person at the current Care Home.

5.3. During the Initial Period

Subject to clause 5.5 during the initial four 4.00 week period or if the Placement is a Temporary Short Term Placement, the Commissioner [or CFT], the Provider or the Person (or the Person's Representative), may end the Placement by giving written notice to the other Parties. Such notice will take effect upon the expiry of seven 7.00 calendar days or on such date as is agreed between all the Parties. During the notice period the Commissioner [or CFT] and if relevant the Person and Third Party shall continue to be liable for their financial contribution. The Provider agrees that the departure of the Person from the Care Home will be conditional on the

Commissioner [or CFT] securing suitable arrangements for the future care of the Person unless clauses 5.9 or clause 5.10 applies.

5.4. After the Initial Period – Long Term Placement

Subject to clause 5.5 and after the Initial Period has lapsed, any Party may end the Placement by giving twenty-eight 28.00 calendar days' notice or on such date as agreed by all of the Parties. During the notice period the Commissioner [or CFT] and if relevant the Person and Third Party will continue to be liable for their financial contribution. The Provider agrees that the departure of the Person from the Care Home will be conditional on the Commissioner [or CFT] securing suitable arrangements for the future care of the Person unless clauses 5.9 or 5.10 applies.

5.5. Termination of more than IPA

Where the Provider wishes to terminate more than one IPA within a twenty eight 28.00 day period for the purposes of closing the Care Home in whole or in part or amending the status of the Care Home registration with the CQC the Provider shall give the Commissioner [or CFT] three 3.00 months written notice to the Commissioner [or CFT] in respect of any subsequent termination of an IPA unless the Provider obtains the Commissioner's [or CFT's] prior written consent.

5.6. Mutual Agreement

The notice periods set out in this clause 5 may be waived or extended if agreed by all of the Parties.

5.7. Death of the Person

If the Person dies during the Placement, the Placement will end on the day of death.

5.8. A request by the Person to leave the Care Home on a Permanent basis

5.8.1. If a Person wishes to leave the Care Home on a permanent basis (i.e. move to an alternative care home or with family) the Person must serve notice on the Provider and the Commissioner [or CFT] in accordance with clause 5.3 or 5.4 of this IPA.

5.8.2. If after receiving such notice the Commissioner [or CFT] determines on the basis of an investigation supported by documentary evidence that the Provider has failed to materially comply with the IPA and/or the Contract, no notice shall be required and the Commissioner [or CFT] shall pay the Provider the Fees for the Care only whilst the Person remains resident at the Care Home;

5.8.3. If the investigation has confirmed that the Person's request to transfer does not relate to any Material Breach of the IPA or the Contract on the part of the Provider, the Commissioner [or CFT] shall give the Provider the notice required under clauses 5.3 or 5.4.

5.9. Care Home can no longer meet the needs of the Person

5.9.1. If either the Commissioner [or CFT] and/or the Provider reasonably consider that either:

i. The Care Home can no longer meet the needs of the Person because the Person's condition has deteriorated irreversibly to the point where the care required is beyond that which the Provider is able to provide;

- ii. The Person has improved to the point where they no longer require the level of care given by the Provider; or
- iii. The Person's condition or behavior is having a persistent and detrimental effect on the well-being of other people resident in the Care Home.

That Party may by written notice require that a Placement Review Meeting be held as soon as practicable and in any event within ten 10.00 Operational days following receipt of that notice by the other Party.

5.9.2. The Commissioner [or CFT] and the Provider shall agree on the appropriate action to be undertaken at the Placement Review Meeting taking into account the Person's best interests at all times.

5.9.3. If at the Placement Review Meeting, it is determined that the Placement is no longer suitable for the Person, the Placement shall be terminated within twenty-eight 28.00 calendar days of receipt of the notification in clause 5.9.1 or at a date to be agreed by the Parties. The Commissioner [or CFT] shall pay the Provider the Fees for the Care provided whilst the Person continues to be resident at the Care Home and will cease payment immediately once the Person leaves the Care Home. For the avoidance of doubt the Commissioner [or CFT] shall pay the Provider for the day prior to transfer.

5.9.4. The Provider shall permit the Commissioner [or CFT] at all times on reasonable notice access to the Care Home in order to carry out any reassessments of any Person whether this has been requested by the Provider, the Person, a Third Party or where it is a regular follow up assessment.

5.10. Non payment: The Person may be required to move rooms within the Care Home or leave the existing Care Home and be placed in an alternative Care Home by the Commissioner [or CFT] if:

- i. The Person Contribution is more than eight 8.00 weeks in arrears; or
- ii. The Third-Party Top Up remains unpaid for eight 8.00 weeks or more.

5.11. Breach

The Commissioner [or CFT] may terminate this IPA if the Commissioner has grounds to terminate for breach under the Contract or if the Provider commits a material breach of its obligations under this IPA.

5.12. Termination of the IPA

This IPA will terminate with immediate effect if the Contract is terminated for any reason.

5.13. Termination due to Financial Eligibility

This IPA shall terminate if the Person's financial eligibility changes and they are no longer eligible for receipt of the Council Contribution. In these circumstances the IPA will terminate, and the Provider and the Person shall enter into a separate agreement for the provision of Care.

5.14. Termination due to Change of Commissioner [or CFT]

This IPA shall terminate immediately if there is a change in a Person's Eligible Needs and a different Commissioner becomes the body responsible for commissioning the Persons Care.

Consequences of Termination

5.15. In the event that the Provider is found to be in breach of this IPA and the IPA is subsequently terminated by the Commissioner [or CFT], the Commissioner [or CFT] will discuss the particulars with the Person and the Person's Representative with a view to finding alternative accommodation for the Person. Such termination shall not take effect until acceptable arrangements have been made for the Person.

5.16. If this IPA is terminated in accordance with clause 5.11 above, the Commissioner [or CFT] shall have the right to exercise any of the rights provided for in the Contract.

5.17. If any of the Parties fail to provide the requisite notification as set out in this clause 5 then such Party shall be responsible for paying to the other Party the full notice period or number of outstanding days remaining, unless agreed in writing between the Parties.

5.18. Termination of this IPA shall not result in termination of the Contract.

6. Temporary Absences from the Care Home

6.1. The Commissioner [or CFT] shall have the right to terminate the Placement immediately where a Person becomes absent from the Care Home for a continuous period of more than forty-two 42.00 calendar days in the case of hospitalisation or in the case of any such other period as agreed between the Provider and the Commissioner [or CFT]. For the avoidance of doubt, the Parties shall continue to pay their respective contributions for the Placement during these periods.

6.2. The Parties agree that they shall not re-let or otherwise use the Persons allocated room during any absence without prior consent of the Person or the Person's Representative.

6.3. In the event that the Person is hospitalised, should there be no change in need the Care Home shall make arrangements to accept that Person the same day they are assessed as medically optimized for discharge.

7. Variations

7.1. Variations to the Care Required

7.1.1. If either the Provider or the Commissioner [or CFT] consider that a Person has a change in need (including but not limited to an increase or decrease in the level of Care required) the Provider shall contact the Council's Access Team or the NHS Locality Team and make a Reassessment Request via the email addresses below:

NHS Locality Team:

ciosicb.chc@nhs.net

or

Council's Access Team:

On 0300 1234 131

contractsadults@cornwall.gov.uk

7.1.2. On receipt of the Reassessment Request, the Commissioner [or CFT] shall undertake a reassessment of the Persons Eligible Needs (a 'Reassessment'). If following the Reassessment,

the Commissioner [or CFT] determines that there is a change in need, a new Care and Support Plan will be produced and annexed to this IPA

7.1.3. If following the Reassessment, the Commissioner [or CFT] determines that there is a change in need the Fees may be amended accordingly by agreement between the Parties. The Commissioner [or CFT] will pay the agreed amended Fees from the date of the Reassessment.

7.1.4. Where the Commissioner has agreed to a change in the hours of Care pending the Reassessment, the Commissioner will backdate the payment to the date of the agreement between the Parties.

7.2. Other Variations not relating to a Persons Eligible Needs

7.2.1. Any Party may serve a Variation Request on the other Parties.

7.2.2. Where a Variation Request is issued, the Parties shall enter into good faith negotiations for a period of not more than fourteen 14.00 calendar days from the date of the Variation Request with a view to reaching agreement on the proposed variation.

7.2.3. No variation to this IPA will be valid or of any effect unless agreed in writing by the Parties. All agreed variations shall form an addendum to this IPA.

8. Data Protection

8.1. The Person acknowledges and accepts that the Provider and the Commissioner [or CFT] will hold Personal Data.

8.2. The Commissioner [or CFT] and the Provider will comply with data protection law and principles, which means that your data will be:

8.2.1. Used lawfully, fairly and in a transparent way.

8.2.2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.

8.2.3. Relevant to the purposes we have told you about and limited only to those purposes.

8.2.4. Accurate and kept up to date.

8.2.5. Kept only as long as necessary for the purposes we have told you about.

8.2.6. Kept Securely.

8.3. The Commissioner [or CFT] and the Person shall use the Personal Data to provide the Care in accordance with this IPA and the Contract.

8.4. The Commissioner [or CFT] and the Person will only share the Personal Data for the purposes of providing the Care in accordance with the terms of this IPA and the Contract. This may include but will not be limited to:

8.4.1. Any third-party supplier who the Person may be transferred to or from the Provider;

8.4.2. Any third-party supplier which may be providing care to the Person at the same time as the Provider; and

8.4.3. Primary, secondary and social care.

8.5. The Commissioner [or CFT] and the Provider shall require any third party to take appropriate security measures to protect the Persons personal information in line with data protection legislation. The Commissioner [or CFT] and the Person will not allow any third parties to use Personal Data for their own purposes. The Commissioner [or CFT] and the Person shall only permit third parties to process Personal Data for specified purposes and in accordance with its instructions.

8.6. The Commissioner [or CFT] and the Provider shall retain the Personal Data for a period of Six 6.00 years or as long as required by Law and/or Guidance following termination of this IPA.

8.7. The Commissioner [or CFT] and the Provider acknowledges that the Person shall have the right to:

8.7.1. Object to processing of Personal Data that is likely to cause, or is causing, damage or distress;

8.7.2. Prevent processing for the purpose of direct marketing;

8.7.3. In certain circumstances, have inaccurate Personal Data rectified, blocked, erased or destroyed; and

8.7.4. Claim compensation for damages caused by a breach of the Data Protection regulations Request access to their Personal Data.

8.8. If the Person has a concern about the way the Commissioner [or CFT] and/or the Provider are collecting or using Personal Data, the Person should raise any concerns with the Commissioner [or CFT] and/or the Provider in the first instance or directly to the Information Commissioner's Office.

9. Miscellaneous

9.1. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this IPA or the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of this IPA or the Contract.

9.2. This IPA shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this IPA. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

9.3. If any provision of this IPA is by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this IPA and rendered ineffective as far as possible without modifying the remaining provisions of the IPA, and shall not in any way affect any other circumstances of or the validity or enforcement of the IPA.

9.4. Any rights of any person who is not a party to this IPA to enforce the terms of this IPA pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

10. Governing Law & Jurisdiction

This IPA shall in all respects be construed and interpreted in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise between the Parties out of or in connection with this IPA. This IPA and the Contract constitutes the complete contract for the provision of the Care and supersedes all other written understandings and agreements for the Care.

I, the Provider agree to comply with all of the Provider's obligations set out in this IPA.

I, the Authorised representative of the Commissioner [or CFT] agree to comply with all of the Council Obligations set out in this IPA and the Contract.

I, the Person accept a place in this Care Home, subject to the conditions stated in this IPA.

I understand and agree that for the Initial Period, I can terminate my Placement on seven 7.00 calendar days written notice.

I understand and agree that following the Initial Period of twenty-eight 28.00 calendar days, I can terminate my Placement on twenty-eight 28.00 calendar days written notice.

If relevant, I understand and agree to pay the Person Contribution to the Council.

I understand that the Provider and/or the Council may terminate my Placement, if I fail to pay any required Person Contribution for longer than eight 8.00 weeks.

I understand and agree to pay the costs of any Other Services provided to me by the Provider.

I understand that I am able to contact both the Commissioner [or CFT] and the Provider if I have any questions and/or concerns regarding my Placement.

..... (signature) (print name)

Person

Or

..... (signature) (print name)

Persons Representative signing on behalf of person

(signature)

(print name)

Commissioner [or CFT]'s Authorised Officer

.....

The Care Home Provider Authorised Signatory

Print name:

.....

Occupation:

.....

Address:

.....

.....

Schedule 1

Council Placements

Name of Person:

Address of Person:

Care Home name:

Fees

Payment arrangements by agreement

1. The Cornwall Council shall pay the Provider the Fees of:

£	Per Week

For care provided for and from the Admission Date. This Fee will include the gross Fee agreed between the Council and the Provider and will incorporate any Person's Contribution and Third Party Top Up.

Payment will cover 4 week periods, 2 weeks in arrears and 2 weeks in advance of the set dates, except for the initial payment for such stays which may not fall within this sequence.

Payment against a program of care over non-defined dates (as identified in the Schedule of Respite Care) will be released in retrospect against invoices issued by the Provider.

The Financial Assessment shall be reviewed annually or as required. The level of the Council Contribution and if applicable, the Persons Contribution, and the Third Party Top Up will be reviewed following any subsequent Financial Assessment.