



**INDIVIDUAL PLACEMENT AGREEMENT FOR THE PROVISION OF SERVICE
IN RESIDENTIAL/NURSING CARE HOMES
FOR ADULTS AND OLDER PEOPLE**

-and-

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HARINGEY**

-and-

[REPRESENTATIVE - IF APPLICABLE]

THIS INDIVIDUAL PLACEMENT AGREEMENT is made

BETWEEN

(1)

registered office is

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London, N22 (the "Council");

(3) whose date of birth is ("the Service User")

The Service User will be residing at []

WHEREAS

- A. The Service User wishes to be accommodated and provided with the necessary care and support to help them live within the Care Home
- B. The Service Provider has agreed to provide such appropriate care and support for the Service User in their Care Home.
- C. The Council, the Service User [*or their representative if applicable*] agree to pay and accept liability for Fees in accordance with the terms of this Agreement.
- D. The Service Provider has agreed to provide the Services pursuant to the terms and conditions of the Supplier Agreement.

DEFINITIONS

"Authorised Officer" means the officer appointed by the Council and who shall have overall responsibility for this Individual Placement Agreement;

"Care Home" means the residential or nursing home regulated by and registered with the Care Quality Commission where the Services User shall reside and receive Services under the terms of this Agreement;

"Fees" means the fees set out in the Individual Placement Agreement Details and Summary of Fees and Charges in Schedule 1 and subject to review as provided in this Agreement;

"Placement" means the Care Home where the Service User will live;

"Placement Date" means the date when the Services shall commence (Schedule 1);

"Representative" means the nominated person that is supporting the Service User, usually a family member / relative;

“Service Provider” means the Care Home providing the Service;

“Schedule Payment” is the way in which the Council will pay for the Service User living in the Care Home;

"Services" means the provision of Services as set out in the Service User Plan and Support Plan;

“Service User” means the individual who will be living in the care home and receiving the service;

“Service User Plan” means the plan prepared by the Care Home identifying the Service User’s needs;

"Supplier Agreement" means the supplier agreement entered into between the Service Provider and the Council from time to time and which governs the terms and conditions upon which the Service Provider must provide the Services and to be read conjunction with this Placement Agreement;

"Support Plan" means the plan prepared by the Service User's medical, nursing, health and social care advisors identifying the Service User's needs;

["Third Party" means the Third Party named in this Agreement, who has agreed to be responsible for paying a proportion of the Care Home Fee. This might usually be a relative of the Service User – *if applicable*].

1. Service Provider's Obligations

- 1.1 The Service User is to be provided with residence in the Care Home covering accommodation, board, and personal care in the agreed accommodation, in accordance with the requirements in their Support Plan and the service specification following assessment by the Council.
- 1.2 The Service Provider will notify the Authorised Officer promptly of any significant change in a Service User’s physical or mental health needs, including any changes in treatment or medication required.
- 1.3 The Service Provider must at all times comply with the Service User’s Support Plan, which forms part of this Agreement

2. Term of the Agreement

- 2.1 This Agreement shall commence on the Placement Date and shall continue until terminated in accordance with the provisions of this Agreement.

3. Registration of Establishment

- 3.1 The Service Provider must effect all necessary registration with the Care Quality Commission and must comply with the Health and Social Care Act

2008 (Regulated Activities) Regulations 2014 and Care Quality Commission (Registration) Regulations 2009 (Part 4) as may be amended from time to time and the National Minimum Standards for the relevant Service User group(s) and all other relevant legislation and guidance. The Service Provider must successfully maintain the registration. Failure to satisfy these requirements shall result in termination of the Agreement in accordance with Clause 17 below.

4. Change of Ownership or Operation

- 4.1 The Service Provider shall not assign or sub-let this Agreement without the prior written consent of the Council, such consent to be at the sole discretion of the Council.
- 4.2 Should approval be given by the Council, under sub-clause 4.1, the Service Provider shall ensure that a further Agreement on the same terms and conditions as this Agreement is prepared at no expense to the Council and executed by all Parties.

5. Support Plan

- 5.1 The Council's Support Plan shall include the Service User's personal details and assessed needs and shall identify goals for the care and support, including personal, social and emotional needs; and shall include any other information that may be required by the Service Provider for the delivery of care to the Service User.

6. Service User Plan

- 6.1 This will be developed by the Service Provider using the Support Plan and includes their own assessments (i.e. risk assessment, needs assessment), taking into account all aspects of personal, social support and health needs. The Service User Plan must be in a format or language that the Service User understands. The Service User Plan should be reviewed on at least a six (6) monthly basis by the Service Provider or immediately following a significant change in need and/or circumstances.

7. Trial Period

- 7.1 At the beginning of each Placement there will be a Trial Period ("Trial Period") of 28 days commencing from the Placement Date. The Trial Period enables the Service User and the Council to assess the suitability of the Service Provider and the Care Home in meeting the needs of the Service User. The Service Provider will be responsible for collecting the Service User's contribution to the Fees from day one of the Trial Period.
- 7.2 The Parties to this Agreement may terminate this Agreement at any time during the Trial Period, by giving seven (7) days' notice in writing.

8. Pricing and Payments

- 8.1 On the satisfactory performance by the Service Provider of its obligations under this Agreement, the Council shall pay to the Service Provider the Council's contribution to the Fees as set out in this Agreement, inclusive of VAT where applicable and correctly invoiced at the prevailing rate (as determined by the process outlined in the Supplier Agreement). The Council will not be liable for any Fees under this Agreement until the commencement of the Placement.
- 8.2 The Fees shall be for the period commencing from the Placement Date and ending either on the day of the termination of the Services or three (3) days after the death of the Service User.
- 8.3 No charges other than the Fees specified in this Agreement and the Supplier Agreement shall be made to the Service Provider, Service User or to any Third Party for any Services contained within this Agreement. Fees for Services other than those forming part of the Supplier Agreement or this Agreement, or not authorised by the Council, shall be met by the Service User or Advocate/Representative of the Service User, where this has been agreed by the Authorised Officer.
- 8.4 The Service Provider must not require the Service User to pay additional fees for services provided by the NHS.
- 8.5 The Service Provider shall immediately notify the Council when a Service User has been absent from the Care Home, including admission to hospital. The gross price of the Fees shall be changed where the Service User has been absent from the Care Home scheme for hospitalisation, as follows:
- a. First week of absence 100% of Agreement Gross Price
 - b. Second week of absence 75% of Agreement Gross Price
 - c. Third week of absence 50% of Agreement Gross Price
 - d. A review will be held within the third (3rd) week of absence to determine whether or not to leave the Placement open for an anticipated return of the Service User. If it is agreed to do so both Parties shall agree an appropriate level of remuneration so as to enable the Provider to reserve the Placement. If agreement cannot be reached by the Parties then the bed shall be deemed vacant and fit for a new referral. Should the review during the third (3rd) week determine the bed is no longer required then it shall be deemed vacant and fit for a new referral.

9. Price Variation

- 9.1 A change in the gross price of the Services may be made at any time during the Placement, where an agreed revision of the Service User Plan has been made following a change, discontinuance or addition of a Service to the Service User.

- 9.2 The gross price payable under this Agreement may be changed once a year to take account of increases due to inflation, if agreed by the Council. Any variation in price, under this sub-clause 9. 2, is at the sole discretion of the Council. If agreed, such changes shall take place on 1st Monday in April in line with the date of benefits changes.
- 9.3 In the event of major changes in the global business or changes in statutory requirements, the parties may agree that these changes will have significant effects on the cost of provision of the Services. In such circumstances the Council and the Service Provider may agree to a change of the gross price of the Services, at any given point in the year.
- 9.4 Where there are any Third Party contributions to the gross Fees payable under this Agreement, any change in such contributions shall not be greater than the agreed change in the gross Fees.

10. Service User's Obligations

- 10.1 The Service User shall occupy the Care Home in accordance with the terms of this Agreement.
- 10.2 The Service User or their appointed representative shall be responsible for all payments which are not the responsibility of the Council or the Department of Work and Pensions.

11. Quality Assurance

- 11.1 The Service Provider shall provide the Services in accordance with the requirements within the current relevant legislation. The standards set out therein as well as the additional standards and guidance of the Council shall form part of the standards with which the Service Provider shall comply (the Service specification)
- 11.2 The Service Provider must ensure not only that it consistently complies with the standards, but also that it operates adequate systems for documenting and monitoring this compliance.

12. Provision of Information/Declaration of Interest

- 12.1 The Service Provider shall provide on request, any information that is required by the Council for this Agreement. This shall include any information on the Service Provider's business, registration, establishment or employees prior to or for the duration of this Agreement.
- 12.2 The Service Provider shall keep records relating to the provision of the Services, including details of any complaints by the Service User and such other matters as the Council may specify, in any form the Council may require, and will provide copies of such records forthwith when required by the Council.

- 12.3 The Service Provider shall notify the Council immediately if a change in the Service User's condition or health is likely to alter the Service User's assessed needs in the Service User Plan, or if the Service User dies.
- 12.4 The Service Provider shall make available to the Council all reports produced by the Care Quality Commission in relation to the Care Home.
- 12.5 The Service Provider shall inform the Council immediately of:
- a) Any disqualification or conviction under the Care Act 2014, or any other relevant legislation;
 - b) Any notice of proposed or actual cancellation of registration received;
 - c) Any changes in registration or legal requirements, or any relevant legislation that the Service Provider must comply with and dates by which it expects to comply;
 - d) Any plans to transfer the management/ownership of the Services from the Service Provider to any other legal entity;
 - e) Any plans to cease or curtail significantly the Services provided.

13. Monitoring and Performance Review

13.1 The Authorised Officer of the Council, or any other such nominated person, shall monitor this Agreement at least once per annum.

13.2 The Service Provider will conduct the Services in accordance with the standards required in this Agreement and the Supplier Agreement.

14. Variation of Agreement

14.1 Any Party may make a written request to vary this Agreement, dependent on the changing needs of the Service User. Where this is agreed by all Parties, a Variation of Agreement signed by all Parties shall be made.

15. Placement Review

15.1 The Service User Plan will be reviewed on at least a 6 monthly basis or if there is a significant change in circumstances to reflect the needs of the Service User and the Council's Support Plan will be reviewed annually.

15.2 Any Party may request a review meeting to consider what changes, (if any) are necessary to the Support Plan or the Service User Plan, as a result of significant changes in the care needs of a Service User in the following circumstances:

15.2.1 If the Service User's needs have drastically changed due to e.g. an accident or any other emergency situation the Service Provider must contact the Council within 24 hours, providing appropriate evidence (e.g.

incident reports, care records etc) demonstrating the change in need. In these circumstances, the Council will normally carry out a review of the Service User's needs as soon as practically possible; and/or

15.2.2 Where the change in the Service User's needs is gradual due to e.g. a deterioration in health and the Service Provider feels that in the short/medium term it may be unable to continue to meet the Service User's care requirements, the Service Provider must ask for a review within 4 weeks of medical opinion/diagnosis and providing appropriate evidence to the Council as may be required.

15.3 Where the above clause 15.2.1 or clause 15.2.2 applies, the Council will normally carry out a review within a reasonable period of time following the notification. The Council will inform the Service Provider within 10 working days of receipt of the outcome of the assessment of the Council's decision regarding changes to care provision or a planned move for the Service User.

16 Dispute Resolution and Arbitration

16.1 The Parties shall use reasonable efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement.

16.1 In the event of failure to reach agreement in accordance with Clause 16.1 above then the matter shall be referred to any mediation or conciliation procedure either within the Council or by reference to a third independent party agreed by the relevant Parties or failing agreement, appointed by the Authorised Officer. Any such mediation or conciliation will not be binding on the relevant Parties.

17 Termination of Agreement

17.1 The Council or the Service Provider may terminate this Agreement in accordance with the terms of the Supplier Agreement.

17.2 Where a Service User or his/her representative requests immediate removal from the Care Home, the Parties shall consider whether this is in the best interests of the Service User bearing in mind the statutory duties of the Parties. Should the Parties agree to immediate removal, the Parties will agree a mutually acceptable date and time. In such circumstances, the Council's Fees shall be paid up until the date of termination of the Placement.

17.3 Where the Authorised Officer suspects that there is any abuse of the Service User or that the care which the Service User has received is inappropriate taking into account the Support Plan, he shall arrange for the removal of the Service User forthwith and the Council's obligation to pay Fees shall cease on the date of termination.

- 17.4 If the Service Provider commits a fundamental breach of its obligations under this Agreement the Council may, without prejudice to any accrued rights or remedies, terminate this Agreement immediately by notice in writing.
- 17.5 Where the Council terminates this Agreement under the above Clause 17.4 above, the Council shall cease to be under any obligation to make further payment of Fees to the Service Provider until all costs and damages resulting from or arising out of termination of this Agreement have been calculated, and be entitled to deduct such costs from any sum or sums which would have been due to the Service Provider and/or be entitled to recover the costs from the Service Provider as a debt.

18 Notice

- 18.1 All notices served under any Service Agreement and/or this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post or by facsimile, in the case of the Council to the Council's Authorised Officer's address or in the case of the Service Provider to its address as stated above. Notices sent by post shall be deemed to have been received by the addressee 2 days after the day on which they were posted (excluding weekends and public holidays). Notices sent by facsimile during normal business hours shall be deemed to have been received on the date of despatch (or on the next working day if sent after normal business hours). All facsimile notices shall be confirmed by post.

19. Entire Agreement

- 19.1 This Agreement constitutes the entire understanding and agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement except where a Block Contract exists in which case the terms and conditions of that contract will prevail.

IN WITNESS of which the Parties have executed this Agreement under hand the day and year first before written

Signed for and on behalf of the Council

Signature _____ Position _____

Name (printed) _____ Date _____

Signed for and on behalf of the Service Provider

Signature _____ Position _____

Name (printed) _____ Date _____

Signed for/by and/or on behalf* of the Service User

Signature _____ Date _____

Name (printed) _____

- ***only those duly authorised to do so may sign on behalf of the service user**

SCHEDULE 1

Individual Placement Agreement Details & Summary of Fees and Charges

Service User Mosaic Reference number: _____

(1) This Individual Care and Support Agreement relates to the provision of the Services by Service Provider in the Care Home and is made between:

a) _____

The Service Provider

and

- b) Haringey Council
Commissioning Unit
River Park House
Wood Green
N22 8HQ

Tel: 020-8489-3120

and

c) _____ The "Service User"

whose placement will commence / commenced on

d) _____ The "Placement Date"

and whose placement will end on

e) _____ Enter 'Ongoing' if no end date

Agreement from 'third party' (if applicable)

f) _____ The 'Third Party'

(2) Service User Details

Surname _____

First Name _____

Date of Birth _____

Gender _____

Address prior to Commencement
Date _____

Name and address of
Next of kin / advocate _____

Mobile _____

Tel No: _____

Relationship to Service User _____

(1) Placement Details

(a) Location of services
Name of care home _____

Room Number (if applicable) _____

Address _____

Post code _____

(b) Registration details (Care Quality Commission)

Category of registration _____

Number of registered places _____

(4) Authorised Council Officer Details

Council Officer

Surname _____

First Name _____

Role / Designation _____

Office Address 225 High Road
Wood Green N22 8HQ

Contact phone number

(5) Designated Officer Details (for the purposes of Clause 28 – Vetting & Barring)
Council Officer

Surname Pomery

First Name Charlotte

Role / Designation Assistant Director for Commissioning

Office Address	River Park House 225 High Road Wood Green London N22 8HQ
Contact phone number	020 8489 3120

(6) Financial Arrangements

The Council will make payments to the Service Provider a sum equivalent to the cost of the placement less contribution made by the Service User (including Benefits Agency or other sources of income) and by any third party, and the Service Provider will be responsible for the collection of these contributions. If for any reason the Service Provider is experiencing difficulties in collecting the Service User's contributions they should inform the Council's Social Services Finance section as soon as possible, after recovery action has been taken. The Service User named in this Agreement and/or their agent, and/or Third Party will pay directly to the Service Provider the amount specified at 6b and 6c below.

a)	Weekly Gross Cost of the Services to the Council	£
b)	Service user contribution (may vary on completion of Financial Assessment)	£
c)	Registered Nursing Care Component (if applicable)	
d)	Net cost of the placement to the Council.	£
e)	Third Party Contribution (if applicable)	£
f)	Net cost of the placement to the Council	£

(7) Third Party Contribution

The Third Party agrees to pay to the Provider a contribution, which shall be the amount recorded in this Agreement at 6.c above.

All payments will be made automatically via our payment system which means providers are not required to submit invoices. Payments will be made on a four-weekly basis.

Payment queries should be directed to the Brokerage Payments team, contact details are:

E: adults.finance@haringey.gov.uk

T: 020 8489 3114

COPIES OF THIS AGREEMENT TO BE SENT TO:

- **Care Manager/Care Coordinator**
- **Provider (Care Home)**
- **Service User/Family/Relative/Third Party**
- **Uploaded in Framework-i**
- **Uploaded onto the Service Agreement on Sproc.Net**

DELETE AS APPROPRIATE

