

Service User
Home
Leicestershire County Council

SC

CONTRACTED SERVICES

INDIVIDUAL PLACEMENT AGREEMENT (IPA)

NAME OF CARE HOME

[Redacted]

IN RESPECT OF

[Redacted]

Name of Service User and IAS reference number

1. The date of admission or review is / / 20
and the first provider payment and care charge may apply from this date.

a) [Redacted] of [Redacted]

Name of Service User or Attorney/Deputy for Property & Finances (needs to be a person of legal standing if the service user lacks capacity).

b) Leicestershire County Council (the Council) of County Hall, Glenfield, Leicester LE3 8RA

c) [Redacted] of [Redacted]
(Third Party Top Up Payee)

d) [Redacted] of [Redacted]
(Provider) (Registered Office)

2. The parties agree that the Service User will be placed at:

[Redacted] (the Care Home) from [Redacted] to [Redacted]

and that the Service User's assessed needs will be appropriately met by the provision of Services in accordance with the Support Plan attached. There shall be no change in the Services as specified within the Support Plan unless such change is agreed by all the parties.

In this IPA any defined terms, unless otherwise stated, have the meanings given to them in Clause 1 of the Core Contract (Definitions)

3. This IPA sets out the elements of the Price payable by each of the parties for the Services in respect of the Service User.

4. Any services over and above those specified within the Support Plan (referred to as Extra Services) may be provided to the Service User by separate agreement between the Service User and the Service Provider and are not included in the Price.

5. Where the placement is jointly funded by the Council and the NHS, the Council will apportion the total cost of services payable for Social Care services and any Supplementary Needs Allowance which is applicable to social care needs. This will be identified in 7. Any additional contribution agreed by the NHS would be to meet the identified health needs of a placement where these cannot be met through core health services.

6. In some cases, the Service User will be assessed as being eligible for care services in addition to social care services. These will be funded by the NHS. Where NHS contributions are payable these will usually be paid to the Service Provider directly by the NHS and are in addition to the Price set out in section 7. The table at section 8 below identifies the NHS payments for which the Service User is eligible but not the amounts payable, as these are determined by the responsible NHS body.

For Services Commissioned Solely by Social Care

<p>7. PRICE (excluding Extra Services) (sections 'b + c + d + e' as applicable)</p>	<p>£ _____ per week</p>
<p>a) The Service User will pay to the Council a contribution towards the total cost of Services which is based on a financial assessment by the Council and will be notified to the Service User.</p>	
<p>b) The Third Party Top Up Payee(s) will pay to the Council (4 weekly in arrears)</p>	<p>£ _____ per week</p>
<p>c) The Service User paying a first party top up will pay the Council</p>	<p>£ _____ per week</p>
<p>d) The Council will pay an amount equivalent to the Normal Rates of Payment or the Locality Specific Rate as appropriate</p>	<p>£ _____ per week</p>
<p>e) The Council will pay a Supplementary Needs Allowance, specified here, where the Service Users needs require and as detailed in the individuals support plan.</p>	<p>£ _____ per week</p>

8. NHS Contributions

<p>a) Funded Nursing Care Contribution</p>	<p>YES/NO delete as applicable</p>
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b) Continuing Health Care Contribution

YES/NO delete as applicable

c) Continuing Health Care Contribution for Service Users with Learning Disabilities. Note: this payment is currently made by the Council on behalf of the NHS

YES/NO delete as applicable

9. This IPA is a Schedule to the Core Contract made between the Council and the

Service Provider on the / /

10. The Support Plan and this placement will be reviewed by

(name of Commissioning Worker) on / /

11. Thereafter a review will normally take place after 12 months and then at intervals of 12 months. If following a review, any agreed changes to the Support Plan result in change to the Price; this will be documented in a new Individual Placement Agreement which will supersede this IPA.

The Parties agree to be bound by the terms contained on the reverse side of this IPA.

Signed:

[Signature box]

Service User or Attorney/Deputy for Property & Finances (needs to be a person of legal standing if the service user lacks capacity).

Print name:

[Print name box]

Date of signature

Signed:

[Signature box]

The Council (Authorised Officer of The Council)

Print name:

[Print name box]

Date of signature:

Signed: _____ Third Party Top Up Payee(s)
Print name: _____
(Please state relationship to user)

Date of signature:

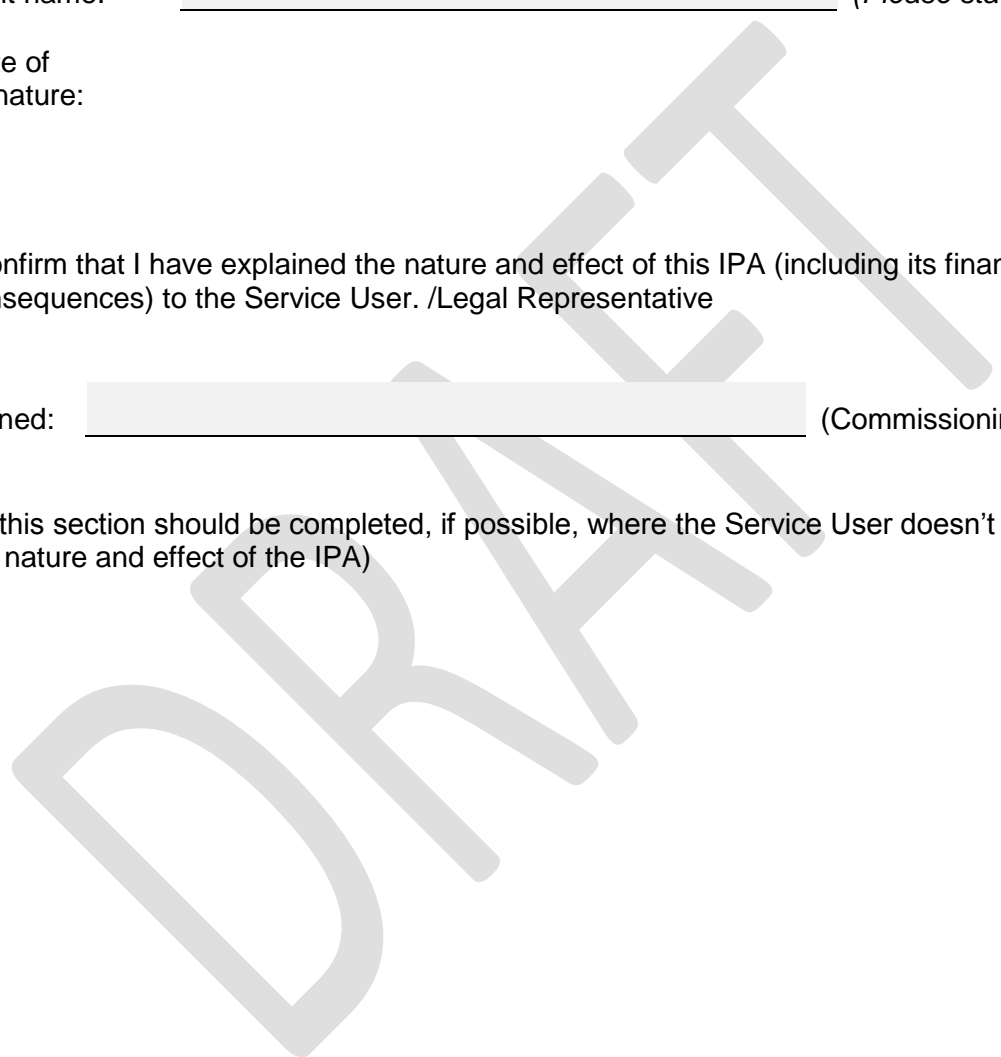
Signed: _____ Provider
Print name: _____
(Please state position held)

Date of signature:

I confirm that I have explained the nature and effect of this IPA (including its financial consequences) to the Service User. /Legal Representative

Signed: _____ (Commissioning Worker)

σ (this section should be completed, if possible, where the Service User doesn't understand the nature and effect of the IPA)



PART [A] – THE RIGHTS AND OBLIGATIONS OF THE SERVICE USER

1. You should sign this agreement yourself, or if someone has a Power of Attorney for Property and Finances to act on your behalf they can sign it for you. If the resident lacks mental capacity to deal with their own finances only someone holding a registered Enduring/Lasting Power of Attorney or Court of Protection Deputyship for Property and Finances for them should sign it on their behalf. Proof of the Power of Attorney or Court of Protection Deputyship will be required.
2. Your CONTRIBUTION to the weekly cost is based on an assessment of your financial circumstances, and your contribution will not change unless:
 - your financial circumstances change e.g. if you have a property for sale, the Council will review your contribution which may be revised (possibly backdated to the date of this IPA) or
 - the method of the calculation of your financial contribution is revised e.g. government changes in financial assessment rules or
 - if a top up (either first or third party) contribution is payable, and the payee (s) or anyone of them fails to pay it, or you fail to pay your own financially assessed contribution on any occasion, the Council will be entitled to terminate this IPA. This may mean that you have to move to a different placement.
3. You may ask for EXTRA SERVICES from the Home, i.e. any services not specified in your Support Plan. The Council will not pay for Extra Services. You must agree separately with the Care Home which Extra Services you want (if any), and the amount you, your family or friend will pay for them.
4. You may TERMINATE this IPA by informing the Council and the Service Provider by notice in writing. Your placement will end on the date you specify, which must be at least 4 weeks from the date of the notice except that at any time following the first review of the placement during the trial period you may terminate this IPA by giving the other parties 7 days' written notice
5. The other parties may also terminate this IPA in certain circumstances – see Part [B] and Part [D].
6. If a date is stated in clause 2 of the IPA for the end of the placement, this IPA will end on that date and no notice will need to be given by you, the Care Home or the Council.
7. You may ask for a REVIEW of this IPA or placement by writing to the Commissioning Worker or Service Manager. The Council will arrange for a review to take place within 28 days of your request.
8. This IPA gives you a LICENCE to occupy the Care Home. You will not become a tenant of the Care Home nor acquire any of the rights of a tenant.

9. You will be informed of and assisted in using the Council's COMPLAINTS PROCEDURE.
10. You will be entitled to a weekly personal expense allowance; this is the amount that you will see as disregarded income on your financial assessment calculation.

PART [B] – THE RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider will provide an appropriate level of care and services to the Service User in accordance with the Core Contract, the Support Plan, and this IPA.
 2. The Service Provider will honour the obligations contained within Part A of these conditions insofar as they relate to the Service Provider.
 3. The Service Provider may terminate this Agreement by sending a written notice to expire not less than 4 weeks from the date of the notice to all parties, in the following circumstances:
 - (i) If any other party's contributions are more than 4 weeks in arrears; or
 - (ii) If the Council's Commissioning Worker and/or the Service User's medical practitioner have confirmed that the Service User's behaviour is such as to prejudice or affect the welfare of other residents in the Home.
- However:
- (iii) If the Commissioning Worker has confirmed in writing that the Service User's needs have changed to a point where the level of care required is beyond that which the Service Provider is reasonably able to arrange or provide a notice period of no more than 7 days will apply.
4. The Service Provider may request a review of this IPA or placement in line with Clause 13.10 of the Core Contract namely the Service Provider may request the Council in writing to carry out an individual assessment of the Service User's needs if in the opinion of the Service Provider the Service User's needs have changed.
 5. The Service Provider will respect the Service User's right to receive his/her Personal Expense Allowance in accordance with the Core Contract.
 6. The Service Provider will advise the Service User as to the extent of any insurance cover within the Care Home for residents' personal effects.
 7. Where the Service Provider reasonably considers itself unable to meet the needs of the Service User the Service Provider may terminate this IPA by giving 7 days' written notice to the other parties to the IPA without prejudice to its rights under Clause 30 of the Core Contract
 8. The Service Provider may terminate this IPA at any time following the first review of the placement during the trial period by giving the other parties 7 days' written notice

PART [C] – THE RIGHTS AND OBLIGATIONS OF THE THIRD PARTY

1. The Third-Party Payee(s) will make payment to the Council of the agreed top up amount set out in section 7(b) or 7(c) of the IPA as applicable.
2. The Third-Party Payee(s) will not have to pay any more than the agreed top up amount unless they agree to do so as set out in their third-party agreement.
3. If the Third-Party Payee(s) fails to pay the agreed top up amount, the Council will be entitled to terminate this IPA. This may mean that the Service User has to move to a different placement.
4. The Council will only enter in to a third party top up agreement if it is satisfied that it is sustainable for the duration of the placement.
5. Where more than one party are responsible for the top up payment, a separate individual third party top up agreement will be completed for each third party top up payee.

PART [D] – THE RIGHTS AND OBLIGATIONS OF THE COUNCIL

1. The Council will pay to the Service Provider the Price set out in paragraph 7 of this IPA (and where applicable Continuing Health Care payments for Service Users identified in paragraph 8 c) in accordance with the Core Contract.
2. The Council may revise the Price or any contributions to it where one of the events referred to in Part A, condition 1 occurs.
3. The Council may terminate this IPA on 4 weeks' notice in writing to the other parties to the IPA.
4. The Council may terminate this IPA with immediate effect, in writing, if any other party's contribution is not paid in accordance with the IPA and the Core Contract.
5. Where in the reasonable opinion of the Council the Service Provider is unable to meet the needs of the Service User the Council may terminate this IPA by giving 7 days' written notice to the other parties to the IPA without prejudice to its rights under Clause 30 of the Core Contract
6. The Council may terminate this IPA at any time following the first review of the placement during the trial period by giving the Service Provider 7 days' written notice.
7. If a date is stated in clause 2 of this IPA for the end of the placement, this IPA will end on that date and no notice will need to be given by the Council.
8. If this IPA is terminated, the Council will, together with the Service User, use its best endeavours to find another suitable placement.
9. The Council's Commissioning Worker will inform the Service User and his/her representative of the Council's Complaints Procedure and how to use it.