

## **INDIVIDUAL PLACEMENT AGREEMENT TEMPLATE/EXAMPLE**

### **SERVICE USER PLACEMENT AGREEMENT (SUPA) FOR A SERVICE USER ACCESSING SERVICES PROVIDED UNDER **THE** RESIDENTIAL CARE CONTRACT FOR OLDER PEOPLE**

Please find below the residential home availability across (AREA/LOCALITY). This following vacancy information was collated on [ ] [ ] 2021. Please be advised that due to the nature of residential care home room vacancies, the current availability may fluctuate over the coming days. Also included is a link in the table to the Care Quality Commission report for each home for your information, the CQC are the independent regulator of health and social care in England:

#### **(List with vacancies)**

Opting for residential care is a big decision so you need to make sure that you have as much information as possible to make an informed decision. Please see these useful links, which contain all the relevant guidance to help you with this process, including a care home checklist, with a list of the key things to consider when looking for a care home:

<http://www.lancashire.gov.uk/health-and-social-care/adult-social-care/choosing-a-residential-care-home.aspx>

<http://www.ageuk.org.uk/home-and-care/care-homes/finding-a-care-home/>

We would advise you to go and view each care home and to do this unannounced to give you an accurate reflection of each home. Once you have identified a home that you are happy with, the home will need to carry out a pre-admission assessment – this is a mandatory and legal requirement and is done to ensure that the home can meet a person's needs prior to admission. We would encourage you to make arrangements for this assessment with the home manager as soon as possible to secure the vacancy at your home of choice.

Some care homes charge an additional fee on top of the local authority contracted rate. This is known as a third party top up fee that is paid directly to the care home and can vary from home to home. We would advise you to have a conversation with each care home regarding this at the outset as although the information we have provided is up to date, this too is subject to review. A financial assessment will be carried out to work out if you will have to make a financial contribution towards your care as per the financial implications. For privately funded placements you will still need to be aware if the home charges a top up fee, should your savings fall below the threshold. Additional information on fees can be found in the guidance above.

Our team are available, should you require any further support or guidance at any stage of the process, so please don't hesitate to get in touch with us.

[ ].  
[Job title].

Once a care home has been identified which suits your needs and the financial arrangements have been discussed then an agreement will be entered into by you, the local authority and the service provider. This supports the contract made between the local authority and the service provider where the local authority commissions care services from the service provider. The form of the agreement which you will be asked to complete is set out below:

**1. This care and support agreement, also referred to as the "Service User Placement Agreement", "SUPA" or "Agreement" is made between:**

**Authority:** Lancashire County Council of PO Box 78, County Hall, Fishergate, Preston, Lancashire PR1 8XJ (the "Authority");

**Service Provider:** [Name of service provider at the Home], [address/registered office address and Companies House registration number] (the "Service Provider"); and

**You:** [ ] (the "resident" and a "Service User").

This Agreement is made on [ ] [ ] 20[ ].

The Agreement relates to the residential care services for older people to be provided at [include name and address of the Home] (the "Home") operated by the Service Provider as a registered care provider regulated by the Care Quality Commission.

Services provided by the Service Provider means the provision of staff on-site at the Home twenty-four (24) hours per day to provide planned care, unplanned care, an emergency response and wellbeing activities, all general living and accommodation facilities and dietary requirements and to ensure this is provided to a high and safe standard. All services provided will be commensurate with the provisions contained and stipulated within the Authority's overarching Contract for Residential Care for Older People

**2. The purpose of the Agreement**

This Agreement sets out:

- The Services You can expect to receive from the Service Provider during the time that You live in the Home
- The charge You will pay for the Services
- The rights You have under this Agreement
- The obligations You have under this Agreement.

The on-site Service Provider has been appointed by the Authority to provide You with your residential care at the Home.

If You have been assessed by the Authority as being eligible for adult social care under the Care Act 2014, the Service Provider may also deliver to You your planned care and support package.

In the event that the on-site Service Provider changes, the Authority will arrange for You to enter into a new agreement with any new on-site service provider on the same terms as contained in this Agreement.

The Authority will only change the terms of this Agreement in consultation with You and the on-site Service Provider. Any amendments to this Agreement, which may include the charges, will only come into effect after one (1) month's notice to allow You time to prepare for any change.

**3. Core Charge**

On choosing to live in the Home, You agree to have your Services provided by the on-site Service Provider.

The charge for the Services is [ ] pounds (£[ ]) per week at the date of this Agreement. This is called the "Core Charge".

The Authority will be responsible for making sure that the Core Charge is paid to the on-site Service Provider. You will not be making any payment for the Core Charge direct to the Service Provider (and they should not ask You to make any such payment).

Payment of the Core Charge depends on the personal circumstances which You have that sets the scope of Services and the financial arrangements that decide how the Core Charge is to be paid. The responsibility for paying towards the Core Charge may be shared between several sources.

The Authority shall carry out a financial assessment with You to confirm the basis for payment of the Core Charge by the NHS, the Authority, You and possibly a third party such as a family member or friend.

If You have been assessed as being eligible to receive care and support from the Authority, a financial assessment will have been undertaken to work out how much You can afford to contribute towards the cost of your care and support.

By signing this Agreement (following the Authority making payment of the Core Charge to the Service Provider), You agree to reimburse the Authority for any part of the Core Charge which the agreed financial assessment shows is not the responsibility of the Authority, the NHS or a third party.

If You are a fully self-funding individual then You pay the Service Provider direct.

Where you are not a fully self-funding individual, payment by You for your share of the Core Charge to the Authority is to be made within thirty (30) days of receiving an invoice from the Authority.

You also agree to arrange that any third party (who makes a third party contribution towards the Core Charge for Services for You) shall reimburse the Authority within thirty (30) days of receiving an invoice from the Authority. You will be expected to pay by direct debit and the Authority will help You set this up with your bank.

In the event that the on-site Service Provider changes, where you are not a fully self-funding individual then the Core Charge continues to be paid by the Authority. You will continue to pay your agreed proportion of the Core Charge and any new on-site service provider will continue to be responsible for delivering Services to you.

In consultation with the on-site Service Provider, the Authority may increase or decrease the Core Charge for the Services and will give you at least one (1) month's notice in writing. The notice will specify the new Core Charge and the date it will take effect. Depending on your financial circumstances any contribution made by You may not change but You will be notified separately about this

In the event that You do not pay your agreed proportion of the Core Charge then the Authority will be entitled to terminate this Agreement and also its agreement with the Service Provider to commission Services at the Home.

Where there is continuous non-payment by You of your agreed proportion of the Core Charge following the issuing of two (2) reminders then legal action may be taken against You by the Authority.

#### 4. The Services you can expect from the on-site Service Provider

The Core Charge pays towards the cost of ensuring that there are Service Provider care staff on site at the Home for twenty-four (24) hours each day who can provide care, respond to emergencies, provide emergency care at short notice and co-ordinate wellbeing activities.

##### *Emergency Response*

The care staff will respond to you if you have an emergency care need at any time of the day or night. You can contact staff by using the alarm equipment. They will also call for an ambulance if required.

The Service Provider will explain how to use the community alarm/telecare systems and the most appropriate way to raise concerns with staff.

##### *Unplanned Care*

Unplanned care includes the same type of help as is delivered under a "**Care and Support Plan**" where you have an eligible care need but, because of the emergency nature of the care, those tasks have not been included in your Care and Support Plan. The care staff will provide the support needed for up to **three (3) days** in order to provide enough time for the Authority to put plans in place to undertake an assessment of your care needs.

##### *Wellbeing Activities*

The Service Provider will co-ordinate a flexible range of wellbeing activities and events and will support residents at the Home to access those activities and events.

When developing a programme of events, the Service Provider will:

- Work with residents to maximise their role in the identification and organisation of activities and events
- Liaise with Authority staff including social workers
- Identify local community groups that could support the organisation and delivery of wellbeing events and activities
- Identify local community activities which residents could attend in their local area.

In addition to co-ordinating the delivery of activities and/or events, the on-site Service Provider will also run activities where appropriate, subject to the availability of staff.

##### *Assessment Information and Planned Contact*

The on-site Service Provider will maintain a central record of key information about all its residents at the Home, including those with no eligible care needs or those who have chosen a different provider to meet their planned care needs. This information will be made available where appropriate to the community alarm/telecare provider and the care provider of any planned care where this is not the on-site Service Provider.

By signing this Agreement You agree to the on-site Service Provider sharing this information about You in order for you to receive the care and support You require.

In order to ensure that records are up to date and there is an understanding of You and your needs, the Service Provider will review the information held about You and will perform a basic assessment of needs. Assessments will take place at least every twelve (12) months and, if required, can take place more frequently.

## **5. Planned Care**

If You have been assessed as having eligible care needs then a Care and Support Plan will be developed which will identify how your needs and outcomes for You will be met.

Your planned care can be delivered in one of two (2) ways:

- By the on-site Service Provider; or
- You could choose to have a direct payment to make your own care and support arrangements.

Your Authority social worker will discuss the options with You during your assessment of needs.

## **6. Your Rights**

- You have the right to have confidential information which the Service Provider and Authority may hold about you protected from unauthorised disclosure.
- The Service Provider will ensure your personal information is confidential and will only be shared with the staff team and the managers who work with You, and where necessary with outside agencies to allow the Service Provider to fulfil their obligations to You.
- In the event that the Service Provider needs to share your information with another organisation, they will ask your permission. Copies of the Service Provider's policies and procedures in relation to your personal information will be available from the Home manager's office.

### ***Right to information***

- You have the right to receive information from the appointed Service Provider about the way they operate under the terms of the agreement they have in place with the Authority. You also have a right to access any of the Service Provider's policies and procedures relevant to the care and support services provided to You.
- You have the right to access information the Service Provider has on their file about you in accordance with their **Access to Information Policy**, the Data Protection Act 2018 and the General Data Protection Regulation. Copies of their policies are available from the Home manager's office.

### ***Right to Fair Treatment***

- You have the right to be treated fairly and without discrimination by the Service Provider.
- You have the right not to be harassed or discriminated against in the Service Provider's performance of this Agreement

### ***Right to advocacy, representation***

- You have the right to have an independent advocate or advisor with you (or acting for you) when you are dealing with the appointed Service Provider.
- This includes your right to representation prior to signing this Agreement.
- At your request, the Authority will take reasonable steps to help you to find someone to fulfil that role.

#### ***Right to be consulted***

- You have the right to be consulted about the Services provided by the Service Provider and about any changes that they propose to those Services and any proposed amendment to the amount you are charged for the Services

#### ***Right to complain***

- You have the right to use a complaints procedure to complain about any aspect of your care and support services.
- Details of the complaints procedure can be found in your welcome booklet.
- For complaints about repairs you should contact the Home manager.

### **7. Your responsibilities**

#### ***Core Charge***

For the duration of the time in which You are a resident at the Home, You will be liable to pay for your agreed proportion of the Core Charge, including any temporary period when you are not staying in the property e.g. admissions to hospital or holiday.

This includes:

- where the Service Provider of the Services changes to a different organisation
- if you have third parties (partners, friends, relatives etc.) who provide care or support to You in place of the appointed Service Provider.

#### ***Additional charges***

Under the terms of this Agreement, it is your responsibility to ensure that any additional non-care services which are offered by the Service Provider at a cost to a Service User are paid for by You direct to the Service Provider.

### **8. Moving On and Ending the Agreement**

If the care and support offered no longer meets your needs and as a result the accommodation in the Home which you occupy is no longer appropriate for You, the Authority will help You to find suitable alternative accommodation.

This Agreement will end on the date that the Service Provider's contract with the Authority for the provision of Services at the Home ends. If this happens, where relevant the Authority will help you obtain a new agreement with a new service provider.

You will be expected to ensure that all Core Charge payments are correct as of the date of your departure from the Home when this Agreement ends.



**Signature of the parties**

Signed on behalf of **Lancashire County Council**

..... (Name)  
..... (Position)  
.....Date

Signed on behalf of the **Service Provider**

..... (Name)  
..... (Position)  
.....Date

Signed by **You** as the **Service User**

.....  
.....Date