

Schedule 3

Individual Placement Contract Conditions

This Individual Placement Contract (“IPC”) forms part of the main Contract and the two documents shall be read to be mutually explanatory of one another.

Definitions

Care and Support Plan	The plan produced by the Case Manager that gives particulars of the intended outcomes for the Service User meeting his or her needs which the Provider is required to deliver
Case Manager	The person the Council has deployed to arrange and review residential or nursing care for people who have been found on the assessment to be owed a duty under the Care Act 2014 (Chapter 23, Part 1, Section 18)
Contract Manager	The person appointed and nominated from time to time by the Council to oversee and supervise the management of this Contract.
Dynamic Purchasing System (“DPS”)	The tender process used by the Council for the procurement of the Services in accordance with the Public Contracts Regulations 2015
Financial Activation Notice (FAN)	The form that shall be issued by the Council and shall trigger the first payment to the Provider. It confirms the Individual Placement Contract Price
Gross Price	The total amount the Council shall pay for the Individual placement Contract Price including any other Third Party Contribution
Guide Price	The Guide Price is the amount that the Council usually expects to pay for Residential or Nursing care within Kent. It is determined by assessing the costs of care and is reviewed on a regular basis
Home	The Care Home registered with the Regulator to provide care for older persons with or without Nursing
Indicative Price	The Indicative Price is the maximum price (or not to exceed price) that a Provider on the DPS framework contract can charge for any Council funded placement. Providers set a price for a placement according to the individual needs of the person and the price of every placement should therefore be between the Council Guide Price and the Indicative Price
Individual Placement Contract	The agreement between the Council and the Provider in respect of the Service User’s placement within the Home.
Individual Placement Contract Price	The contract price the Council shall pay for individual placements.
Long Term	The stay of Service User in the Home where it is considered their place of residency
Notice Period	The period where notification to end a placement is given by either the Provider or the Council in accordance with the conditions set out in clause 4

Personal Allowance Expenses	The benefit paid by the Department of Work and Pensions to a Service User for his or her personal use
Provider	The company or organisation providing the Services to the Council
Reassessment	Re-assessment of individual Service User's needs carried out by the Council's Case Manager
Registered Manager	Refers to the person managing the home on a daily basis as registered with the Regulator
Service User	The person usually aged 65 years or over who has been found on assessment to be in need of accommodation together with care and to qualify under our eligibility criteria for the Council's financial support
Specification	The Council's specification for Older Persons Residential Care as described in the Contract and as set out in Schedule 1
Staff	Refers to the group of people, working under the direction of the Provider's Key Personnel including its Registered Manager responsible for delivering care and support to the Service User's specific outcomes together with employees, volunteers and Agency workers
Third Party	The person who the Council names as making the Third Party Contribution
Third Party Contribution	The sum that a Third Party agrees to pay to the Council where the Individual Placement Contract Price of a Service User's preferred Care Home is more than the Council would usually expect to pay
Trial Period	The first 28 consecutive days of a Service User's long term, permanent placement

1 Start and Duration of Individual Placement

- 1.1 The Council shall include the start date of the placement within the Financial Activation Notice ("FAN").
- 1.2 The parties agree that the placement shall last until the Service User leaves the Home in accordance with clauses 4 or 7.
- 1.3 The Provider shall not move a Service User to another bedroom in the Home or to other accommodation unless an emergency necessitates it or if the Service User and Case Manager's consent is gained beforehand in writing.

2 Individual Placement Contract Price

- 2.1 The Council shall be responsible for paying the Gross Price for each Service User placed under the arrangement who receives the Service as specified in their individual Care and Support Plan.

2.2 Under this agreement, the Provider is not permitted to request or take any other Contribution above the Individual Placement Contract Price, either directly from the Service User or from a Third Party as it is included within the Gross Price paid by the Council.

3 Payment Arrangements

3.1 On placement of a Service User, the Council shall issue the Provider with a FAN

3.2 On the first day after the payment cycle recorded on the FAN ends, the Provider shall be responsible for sending an invoice for the agreed weekly amount.

3.3 On receipt of the invoice by the Council, the Council shall pay the Provider once every four weeks (two weeks in advance and two weeks in arrears) by banks' automated clearing system (BACS) and in accordance with the Contract and Pricing Schedule.

3.4 The Provider will be responsible for recovering the Registered Nursing Care Contribution element of payment direct from the relevant Clinical Commissioning Group, for any Service User who has been assessed in accordance with the NHS-funded Nursing Care Practice Guide.

4 Termination of a Placement

4.1 Either the Council or the Provider may terminate a Short Term (i.e. Trial Period, Assessment Bed, Emergency Respite bed etc) IPC by giving to the other party at least 5 Working Days' notice in writing, or at least 2 Working Days' notice if the placement is for less than a week.

4.2 In the case of Longer Term placements the Council may terminate an IPC by giving the Provider at least 20 Working Days' notice in writing in the event that the Council considers that the Service User no longer requires the Service, in line with Schedule 9 and the escalation process outlined.

4.3 Where both parties agree that the needs of the Service User change to the extent that the Home is no longer able to provide appropriate care either the Council or the Provider may terminate a Long Term IPC without notice. Payment will continue until such time that a new placement is sourced as per Schedule 4 Individual Placement Process and will cease on the date that the Service User leaves the home.

4.4 If any of the parties fail to provide the requisite notification as set out in clauses 4.1 and 4.2 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 Provider and the Contract Manager.

4.5 If the Service User's condition or behaviour is having a persistent and detrimental effect on the well-being of other Service Users then the Provider shall inform the Case Manager in writing within 48 hours. The Council will work with the Provider to enable additional short term support to be provided as an alternative to terminating the placement, through an exceptional payment mechanism if required. The Provider may terminate an IPC without notice only when a Service User's condition or behaviour continues to have a persistent and detrimental effect on the well-being of other Service Users despite any additional support provided and the Case Manager has not arranged alternative accommodation within 20 Working Days after a written request has been issued by the Provider to the Council.

4.5 The Council may terminate an IPC without notice in the event that the Service User has to be moved due to closure of the Home. Payment will cease on the date that the Service User leaves and no payments will be made past the date of the closure of the Home.

5 Temporary Absence from the Home

5.1 The IPC may be reviewed where a Service User becomes absent from the Home for a continuous period of more than forty two (42) days in the case of hospitalisation or twenty one (21) days in the case of other absences or in the case of any such other period as agreed between the Provider and the Case Manager.

5.2 For placements over the periods stated in Clause 5.1, the Individual Placement Contract Price shall be reduced by 25%, until the Service User returns to the Home or the placement is terminated.

5.3 The Parties agree that they shall not re-let or otherwise use the Service User's allocated room during any absence without prior consent of the Service User, his or her representative.

5.4 For Service User's that have been hospitalised, should there be no change in need the home needs to make arrangements to accept that Service User the same day they are assessed for discharge.

6 Reassessment

6.1 On reassessment, any Service User that is identified by the Council as experiencing a significantly increased level of need, (as specified in the Specification, Annex A - Levels of Need), within a Care Home either with or without Nursing:

6.1.1 Can be accommodated within their existing home, with a revised Individual Placement Contract Price, or exceptional payment process for additional support, determined by the Council and agreed with the Provider.

6.1.2 Where the needs cannot be accommodated within the current Home an alternative Home will be sourced using the Council's purchasing protocols in place at that time.

7 Death or Discharge of a Service User

7.1 The Provider shall notify the Case Manager within 24 hours when a Service User either dies or discharges himself or herself from the Home.

7.2 When a Service User dies, the Individual Placement Contract shall come to an end two (2) days after his or her death (counting from the first day after the day of death) or any other period agreed between the Provider and the Contract Manager.

7.3 The Provider shall contact the Service User's next of kin or where appropriate the local District or Borough Council to make necessary arrangements, including a funeral, upon the death of a Service User.

7.4 In the event a Service User discharges himself or herself from the Home, the date of discharge shall be deemed as the start of the period of notice from the Council as stated in clause 4.1 for a Short Term placement or 4.2 for a Longer Term placement.

8 Statutory obligations

- 8.1 Both Parties shall comply with all the relevant current and future legislation applicable to the provision of the Service.

9 Handling of Service User's Money

- 9.1 The Provider shall ensure that they shall inform the Case Manager if a Service User's capacity to manage his/her affairs diminishes.
- 9.2 As soon as the Provider becomes aware that a Service User has or acquires substantial financial or property assets, the Provider shall immediately inform the Case Manager in writing.
- 9.3 The Provider shall ensure that the Personal Expenses Allowance (i.e. the Service User's personal income) shall not be used to supplement the Individual Placement Contract Price that the Council pays the Provider for meeting the Service User's assessed care needs.
- 9.4 Any money handled by Staff on the Service User's behalf must be fully accounted for at all times and shall be held either in individual accounts for each Service User or in one account which is separate from the Provider business account/s and that all the Service User's records and receipts must be held in the Service User's personal record.
- 9.5 In the event that the Provider is administering finance on behalf of Service Users, the Provider shall ensure that any interest earned is given to the Service User within 30 days.
- 9.6 All essential toiletries shall be made available to all Service Users and shall ensure that should a Service User wish to purchase additional toiletries of their choice they should be allowed to do so.
- 9.7 The Provider must keep a documented record of all items which are purchased on behalf of the Service Users and shall allow the Council access to inspect at any time the Service User's expenditure and any income received by the Provider from the Service User in accordance with the Contract. Such records shall be retained for inspection by the Council during the Contract Period and following the end of the Contract for periods specified in the main Contract.
- 9.8 The Provider will ensure that there are processes and procedures in place to ensure that its staff do not profit from any Service User's vulnerability. Such procedures shall be produced to the Council on request and shall be in place for the duration of the Contract Period.

10 Probity

- 10.1 The Provider shall ensure that they have in place a written policy relating to probity and this should also form part of the terms and conditions of staff employed, including any agency staff and Sub-contractors.
- 10.2 All Staff shall not agree to be an executor of a Service User's will.

- 10.3 Staff or relatives of staff shall not accept gifts or agree to be a beneficiary of a Service User's estate and shall, if they are named as a beneficiary, report in writing to the Registered Manager and to the Service User's Case Manager immediately.
- 10.4 Staff and/or the Provider making any purchases on behalf of the Service Users shall not benefit from the purchases and shall ensure that any purchases are recorded as outlined in Clause 9.

11 Business Continuity

- 11.1 In accordance with the Civil Contingencies Act 2004 the Council is required to continue providing essential services such as housing support at all times regardless of emergencies or business interruptions. The Provider shall also have their own resilient contingency arrangements in place.
- 11.2 The Provider shall assist the Council in meeting these duties by:
- 11.2.1 developing and adopting a Business Continuity Plan which complies with the Civil Contingencies Act 2004;
 - 11.2.2 operating the Business Continuity Plan for the duration of this Contract;
 - 11.2.3 providing the Council with a copy of any such plan upon request
- 11.3 The Provider acknowledges that its obligations under this Clause 11 shall include regular risk assessments and business impact analysis in relation to this Contract to be carried out on an annual basis or more frequently if the Council requests that additional testing be undertaken.

12 Closure of the Home

- 12.1 The Provider agrees that they shall provide the Contract Manager with three months' notice in the event of a planned closure of the Home, or as soon as it is known that there will be an actual or potential emergency closure of the Home.
- 12.2 Any costs incurred by the Council as a result of the closure of the Home will be reclaimed by the Council as set out in clause 9 of the Terms and Conditions.