

Bradford District and Craven
Health and Care Partnership



City of
BRADFORD
METROPOLITAN DISTRICT COUNCIL

City of Bradford Metropolitan District Council

**Bradford and District Residential and Nursing Care Homes Provider
List**

Reference: BMDC/DN420609

3.1 INDIVIDUAL SERVICE AGREEMENT

3.1 Care Homes – Individual Service Agreement

This document sets out specific terms for the placement to be provided to the person using the services that are additional to the standard terms and conditions agreed between the Provider and the Council. Please complete all sections.

Parties to the Agreement

1. Person using the services: The person receiving Residential or Nursing care services from the Provider.
2. Provider: The owner of the location where the Residential or Nursing care services are provided to the person using the services.
3. Council: the funder of assessed services. This includes NHS funding unless expressly stated otherwise.
4. Third party: The person (or persons) who has agreed to make the Payments on behalf of the person using the services.

Details of the Person Using the Services	
Name:	
NHS Number:	
Social Services Reference:	
Date of Birth:	

Placement Details	
Categories of Care	
Commencement Date:	
Termination Date (if applicable)	If no end date then the contract for the services will continue until the person using the services is assessed as either no longer requiring them, or as requiring additional services

		that the Provider is unable or unwilling to supply.
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Home Details	
The Person Using the Services will live at the Provider's Residential/Nursing Home at:	
Location Name (as registered with CQC)	
Address:	
Tel:	
Email Address:	

Terms and Conditions
<p>1. This Individual Service Agreement (ISA) describes the arrangements made by the Parties for the purchase of services to meet the assessed needs of the person using the services in a Care Home under the terms of the Provider List (The Placement).</p> <p>The Standard Conditions of Contract set out within the Provider List application documentation are deemed to be incorporated into the agreement between the Provider and the Council for the Placement described within this ISA.</p> <p>2. The details of the particular care arrangements required to meet the assessed needs of the person using the services are described in the Assessment and Support Plan supplied to the Provider by the allocated worker. The Provider shall meet the requirements of the person using the services for the services identified within the Assessment and Support Plan, and that obligation shall form part of the terms and conditions of the contract between the Council and the Provider relating to this Placement.</p> <p>The cost of the Placement is detailed in Schedule 2 'Cost of Placement'.</p> <p>3. Where social care funding is being applied by the Council for the Placement then a financial assessment will be undertaken in accordance with the Care Act 2014 and the current statutory regulations made under it (The Assessment Regulations). Where person using the services is only eligible for health funding, a financial assessment will not be undertaken.</p>

4. Before the completion of a financial assessment (applicable to Council funded placements only):

4.1 If the ISA for the placement is issued before the financial assessment referred to in 5 (below) has been completed, then the Council will:

- i. issue the ISA contract and
- ii. pay the Provider the gross cost of the Placement (not including any Non Health and Social Care Contributions /Personal Choice Contributions which may be applicable) between the start of the Placement and the date when the financial assessment has been completed for the person using the services.
- iii. invoice to the person using the services once the financial assessment has been completed for the assessed contribution for the period between the Placement admission date and the date of the Sunday following the completion of the financial assessment.

4.2 From the following day, the Provider will, acting as the Council's agent, be responsible for the collection of the assessed contribution payable by the person using the services as notified by Adult & Community Services staff

4.3 If the invoice remains unpaid then the Council may take legal action to recover from the person using the services the contribution payments made during the Assessment Period.

5. After the Completion of a Financial Assessment (applicable to Council funded placements only):

5.1 If the ISA is issued after the financial assessment is completed and the Council decides that the person using the services should make a contribution, then both the person using the services and the Provider will be informed of this in writing; the letters will form part of the ISA.

5.2 From the date of admission, the provider will, acting as the Council's agent, be responsible for the collection of the assessed contribution payable by the person using the services as notified by Adult & Community Services staff.

6. The contribution of the person using the services towards the total weekly amount payable for the Placement may be amended by further financial assessments that will be undertaken as necessary by the Council in accordance with the Assessment Regulations. The Contribution of the person using the services will be reviewed on the 1st Monday in April each year and at other times throughout the year where relevant.

7. The Provider may at its discretion collect the Contribution of the person using the services from the payments made to the person using the services by the Department of Works and Pensions or any other such organisation responsible for making payments to the person using the services, and by signing this ISA the person using the services authorises the Council to take all necessary steps for this purpose without seeking any further agreement from him/her.
8. The Provider shall ensure that the personal monies of the person using the services (which will include any Personal Allowance where applicable) is managed in accordance with the Schedule 3 'Personal Monies: Code of Practice'. No term of the contract between the Provider and the Council relating to this Placement shall be deemed to authorise any dealing by the Provider with the personal monies of the person using the services. The person using the services will have complete discretion in spending his/her personal money.
9. The Personal Money of the person using the services will not be deemed to include any part of the Contribution specified in Paragraph 6.3 above that is in the hands of the Provider for the purposes of that paragraph.
10. The Provider has ensured that all the documents listed in Schedule 1 have been given to the person using the services prior to them signing this ISA.
11. The person using the services and Provider must give at least 14 days' notice in writing in order to cancel the agreement, and no proposed cancellation shall be effective unless this requirement is first complied with.
12. The Placement agreement between the Council and the Provider that is described in this ISA will automatically terminate on the death of the person using the services.
13. The 14-day notice period may also be reduced by the Council when it is deemed to be in the best interests of the person using the services. Please refer to the main Provider Contract for the full details of termination provisions.
14. The Provider shall not terminate the placement described in this ISA during any period when the Council is conducting a Safeguarding investigation in connection with it, and this prohibition shall override any entitlement on the part of the Provider to terminate the agreement under the standard terms and conditions.
15. In the event of any persistent failure or delay in payment of any First or Third Party Contribution then the Provider shall seek to remedy this in the first instance with the payee. Where payment arrangements are not reinstated then the Provider will contact the Council to request a review of the placement as this may result in the person using the services having to move to new accommodation.

Payment by Council when the person using the services is admitted to Hospital:

Payment of the net costs of Placement specified in Schedule 2 will only be made during the first six full weeks of the person's stay in hospital. The Council will not make any payment to the Provider during any period spent in hospital that exceeds six full weeks.

Payment by Council when the person using the services is absent from the Home and is not admitted to Hospital

If the person using the services is absent from the Home for any reason other than being admitted to hospital, then the Council will pay the weekly amount of the net costs of Placement for a total period of two full weeks in each calendar year.

If the person using the services is absent for any reason other than being admitted to hospital for any period in excess of two full weeks in a calendar year, then the Council shall make no Payments of the net costs of Placement to the Provider in respect of that excess period.

Payment by the person using the services while in Hospital or Absent for Other Reason

Payment by the person using the services of the Assessed Contribution to the net costs of Placement will remain the same during such periods and will only be reduced if the person's entitlement to benefit varies as a result of his or her absence, in which case the reduction will reflect that variation in benefit.

When the person using the services is absent from the Provider's location due to a stay in hospital, then his/her liability to pay the Assessed Contribution (where applicable) to the net costs of Placement shall cease after each continuous period which exceeds six full weeks, unless otherwise agreed between the Parties to this ISA.

When the person using the services is absent for other reasons other than hospitalisation, his or her liability to pay the Assessed Contribution (where applicable) to the net costs of Placement shall cease for any period in excess of two full weeks in a calendar year, unless otherwise agreed between the Parties to this ISA.

Schedule 1 – List of documents incorporated into this ISA.

The following documents shall be deemed to be incorporated and form part of the ISA:

1. Assessment and Support Plan
2. Financial Assessment Outcome Letter – Sent to the person using the services and The Provider following completion the Financial Assessment confirming the assessed contribution
3. Agreement for Non-Health and Social Care Contributions where applicable

Schedule 2 – Cost of Placement

Subject to the terms of this Agreement, the Council shall pay the Provider the Price set out below in consideration of the Services provided to the person using the services. This is based on the published fees table or rate approved by the Allocation Panel. If the outcome of the Financial Assessment is not yet known, this will be notified separately

The gross weekly amount (including FNC, where applicable) charged by the Provider for accommodation, food and care is £XXX from XXX (not including any Non-health and Social Care Contributions payments charged by the Provider).

1. Before completion of the financial assessment of the person using the services
2. The Council will pay the gross rate (above) to the Provider until completion of the financial assessment (Council funded placements only)
3. After completion of the financial assessment of the person using the services
4. The person using the services will be assessed to make a contribution. The Council will issue an invoice to the person using the services for the contribution, backdated to the date of admission (Council funded placements only).

From the following Monday, the provider shall be responsible for the collection of the assessed contribution. The Council will pay the NET rate to the Provider.

The contribution from the Council and the person using the services paid to the Provider will be confirmed in a letter to the person using the services and the Provider upon completion of the financial assessment. These letters form part of the ISA.

**Has a First or Third party contribution payment been agreed for this placement?
Please tick the applicable box and complete the relevant form.**

No

Yes –Council or Health funded placements - please complete 3.1a

Schedule 3 – PERSONAL MONIES: CODE OF PRACTICE

1. GENERAL

1.1 The Council is committed to maximising people's choice and control and as part of this, people should be able to use and manage their money as and when they choose. Some people may need support with managing their finances but this should not override their right to access their money and to decide how to spend it. The Provider should therefore ensure any support they provide respects people's right to control their finances and personal property, handles people's finances and valuables appropriately and in confidence and minimises any risk of criminal activity or financial abuse.

1.2 As a basic principle, the Provider will enable the person using the services to cash their own pension and/or income support and therefore receive their Personal Allowance in cash.

1.3 These procedures apply where the Provider has agreed to look after the personal monies of the person using the services in any of the following circumstances:

- i) Holding cash given by a third party for the person using the services to purchase additional services or goods.
- ii) Acting as agent for the person using the services
- iii) Acting as the appointee on behalf of the person using the services.

1.4 Generally the Provider will only look after the Personal Allowance where the person using the services is deemed incapable of looking after their own finances or refuses to look after them.

1.5 The Council's expectation is that Providers, as the representative closest to the person using the services on an everyday basis, would support an individual and agree to cash the pension/ income support of the person using the services. They will ensure that they have the appropriate legal authority to do so. Where the Provider additionally agrees to look after the Personal Allowance of the person using the services, then they will ensure that they have the legal authority to act as the appointee of the person using the services.

1.6 Where a Provider is unable to undertake this role, they must inform the Council via the allocated social worker or contact the Independent Advice Hub.

1.7 Each person using the services will have their own bank/building society/post office account for the deposit of their personal monies.

1.8 Financial records must be maintained by the Provider for Personal Allowance and personal monies. The Council does not wish to be prescriptive in the way that homes maintain their financial records. It is sufficient that details of personal monies are incorporated into Provider's records and that the Council, person using the services and Carer (as appropriate) can follow through and identify the transactions.

2. USE OF PERSONAL ALLOWANCE/PERSONAL MONIES

2.1 The Personal Allowance and/or personal monies of the person using the services cannot be used to pay for those Services that form part of the Agreement.

2.2 Personal Allowance and/or personal monies cannot be used to pay towards care costs.

2.3 Personal Allowance and/or personal monies can be used to pay for services that do not form part of the Agreement, this would include dentistry (where provided privately), hairdressing and the purchase of personal goods. The Provider will ensure that they have a tariff of charges for these additional services and goods and placed in a prominent and accessible place for people using the services.

2.4 There will be no administration charge deducted from the Personal Allowance or the personal monies by the Provider for the provision of these services in the Care Home. It should be noted that the person using the services has the right to access services either in the Care Home or where they wish to do so, in the community. It is expected that Providers will support people to access community services.

2.5 The person using the services will agree with the Provider, where they are able, what services/goods they wish to purchase. This will be reviewed by the Provider at such regularity to suit the provision of the service and the needs and preferences of the person using the services.

2.6 Unless agreed with the person using the services, charges for services will not be made in advance of service provision.

2.7 Personal Allowance and personal monies will not be used to advantage any other person using the services.

2.8 Where Personal Allowance and/or personal monies are used for activities that require the assistance of a member of Staff, the money will not be used to pay for Staff expenses.

2.9 It should be noted that where the Provider is acting as the appointee of the person using the services, the relatives/Carers of the person using the services are not entitled to access to the Personal Allowance of the person using the services and so the Provider will not pass any money to them.

2.10 Where providers have been granted corporate appointeeship by the Department of Work and Pensions (DWP) to manage the benefits of people who have been assessed as lacking capacity, any account established to manage the person's financial affairs will be separate from the provider's main business account and will not form part of its assets. The provider will be able to demonstrate how each person will receive any interest applicable to their individual savings and there will be robustly maintained financial records, along with independent audits of the financial records undertaken on behalf of the provider.

3. PURCHASING GOODS/SERVICES

3.1 Full consent to the purchase of goods and/or services will be obtained from the person using the services where they are able to do so.

3.2 Where goods and/or services are purchased on behalf of the person using the services, then the Provider will ensure that individual receipts are obtained. The receipts will be maintained in the personal file of the person using the services.

3.3 Goods and services purchased for the person using the services will meet their preferences and at least their usual standards for these goods and services.

3.4 Bulk purchasing of the same/similar items for a number of people using the services, such as clothing, is not acceptable.

3.5 Where services are provided in the Home, invoices will be maintained in the personal file of the person using the services.

4. SECURITY

4.1 All people using services will have a lockable facility in their room.

4.2 Where the Provider holds the money of the person using the services, then it will be held in a lockable facility that is only accessible by key members of Staff at the Care Home.

4.3 Each individual's money will be maintained separately and will easily be identifiable.

4.4 People using the services will access their own Personal Allowance and personal monies.

4.5 All money taken out of the Personal Allowance or personal monies held by the Provider will be recorded, as will all money collected by the Provider. Signatures of the members of Staff handling money will be obtained on all occasions.

4.6 Full details of any money banked on behalf of the person using the services will be maintained.

5. LEAVING THE HOME

5.1 Where the person using the services due to leave the Care Home, then the Provider will ensure that on the day of departure the person using the services is in receipt of their money in the most appropriate format. This may be cash for small amounts or where specifically requested by the person using the services, a cheque, or deposited into their bank account.

Declaration

Please note that this document is part of a legal contract and will have legal consequences for all the parties to it. Any party that does not fully understand these consequences should take legal advice before signing it.

Signed by the parties

On behalf of the Council:

Sign name:

Print Name:

Date:

Position

On behalf of the Provider:

Sign name:

Print Name:

Date:

Position

Person using the services or legal representative:

If the person using the services is physically unable to sign this ISA, or, following assessment under the Mental Capacity Act 2006 is assessed by a qualified person as lacking the mental capacity to do so, then this contract should only be signed on their behalf by someone who has the legal power to do so because, for example, they hold a Power of Attorney or have been appointed as his/her financial deputy for this purpose.

Otherwise the space should be left blank.

Signed

Person using the services (or
representative)

Print Name:

Date: