Care Home Contracts

A brief guide for residents of independent sector care homes

About this factsheet

This factsheet is for people who live in, or are planning to move to, a private or voluntary sector Residential or Nursing Care Home with Local Authority funding. It may also be helpful for their families or other representatives.

It summarises those Terms and Conditions of the legal arrangements which are particularly relevant to the care home resident.

What contractual arrangements are in place?

If you, or your relative, have been assessed as being eligible for Local Authority funding towards care and accommodation in an independent sector care home, Social Services will help you find a place in a suitable care home. We will also agree terms with the care home owner on your behalf.

Our factsheet Choosing a Residential Care Home which is right for you has more information.

If the Local Authority is paying towards the cost of your care, there will be two legal agreements in place that apply to your placement in the care home. These are:

- An Individual Placement Agreement (IPA) which is made between the care home resident (or their representative), the Local Authority and the care home;

- A Pre-placement Agreement (PPA) which is made between the Local Authority and the care home, and covers all residents in that home who receive funding from the Local Authority.

More about these agreements

The Individual Placement Agreement is a contract between the care home resident, the Local Authority and the care home. You will be asked to read and sign this. In signing it you, or your representative, agree to the care home placement as part of your Care Plan and agree to the terms and conditions of the placement. (Your Care Plan is the document written by Social Services after your assessment which explains your needs and how these are going to be met.)

To accompany the IPA the City and County of Swansea has established a Pre-placement Agreement with independent sector care home providers. This sets out the underlying terms and conditions and standards of the agreement between the care home operator and the Local Authority for the provision of care and accommodation for residents who are eligible for funding by Social Services. These include contractual and financial terms, including the respective responsibilities of the care home provider and Social Services, details of the service to be delivered and performance monitoring arrangements.

Together, the following documents form a contract between all parties:

- the Individual Placement Agreement
- the Pre-Placement Agreement
- the resident’s individual Care Plan
- the Third Party Agreement, where applicable (see our factsheet Third Party Payments for Care Home Fees)
Will I see these agreements?
You will receive a copy of your Individual Placement Agreement and your Care Plan. The Pre-Placement Agreement is subject to amendment from time to time but a full copy of the current version is available on request from Social Services’ Commissioning Support Unit (see Contacting Social Services on page 3).

Experience suggests that most people are not interested in reading the contracts in detail, and indeed most people do not need to do so. There are, however, some contractual terms and conditions that care home residents and their families need to be aware of. These are:

- Payment of the assessed charge or financial contribution
- Notice periods

These contractual terms are explained in more detail below.

For information about how your assessed charge is calculated see our factsheet Paying for Care in a Residential or Nursing Home.

Payment of the assessed charge or financial contribution
This relates to the part of your care home fees which you must pay yourself. (In all but a very few exceptional cases care home residents who receive Social Services funding have to meet part of the cost of their fees themselves.)

Usually you will be required to pay this charge towards the cost of your care and accommodation directly to the care home. You should make sure you, and anyone else involved, are clear about how much you are expected to pay as your contribution, and also how and when the payment will be made. For example payment might be made on a particular day each month, by standing order from your bank account. The care home will usually give you or your family this information at the start of your stay. If you need any help with getting this information, just ask your care manager (see page 3).

If you do not make these payments as required the care home will notify the Local Authority within 28 days. The Local Authority will look at the circumstances leading to the debt and take the necessary action with the resident or their representative to rectify this.

Notice Periods
If you wish to move from the care home at any time then the Individual Placement Agreement will need to be terminated. Remember that as there are three parties to the contract you must make arrangements with a representative of the Local Authority responsible for the cost of your care as well as with the care home itself.

If you wish to give notice, the following notice periods apply:

- for the first 3 months of any stay (or for the agreed trial period if this is extended beyond 3 months) 14 days’ notice is required;
- for stays of longer than 3 months 28 days’ notice is required;
- if, following admission to hospital, you will not be returning to the home 7 days’ notice is required.

If your care needs become such that it is in your best interest to transfer to an alternative care provider urgently (in less than 28 days) then the Local Authority will make every effort to arrange a move as soon as possible. Usually if the move is arranged by the Local Authority the IPA will terminate on the day you move and no further payment will need to be made to your original care provider.

If the care home manager feels that the care home resident is behaving in such a way as to threaten his or her continued stay then this should be discussed with the care home resident (and family where appropriate) and a representative of the Local Authority.

The care home can also give 28 days’ notice to any resident at any time. During the first 3 months of residence or during an agreed trial period only 14 days’ notice needs to be given.
**Additional Agreements with the Care Home**

You may also be asked to sign an agreement with the care home when you go to live there, which covers local arrangements. The sort of things you might expect to find in such an agreement would be whether residents can keep pets; who holds the key to your room; when and how you make payments. Care Homes are required to have clear terms and conditions. The terms and conditions of any individual agreement should not be contrary to the terms of the contract with the Local Authority who is funding the service.

If you have any concerns or queries, let your care manager know.

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**Sources of independent advice**

**First Stop Advice**  
Tel: 0800 877 7070  
Website: [www.firststopcareadvice.org.uk](http://www.firststopcareadvice.org.uk)

**My Care My Home**  
Tel: 0800 731 8470  
Website: [www.mycaremyhome.co.uk](http://www.mycaremyhome.co.uk)

**Age Cymru Swansea Bay**  
Tel: 01792 648866  
Website: [www.ageuk.org.uk/cymru/swanseabay/](http://www.ageuk.org.uk/cymru/swanseabay/)

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**Swansea Social Services and personal information**

When you are in touch with Social Services, we will keep information about you in written records and computer files. We will keep this information confidential, except where we need to share it with people providing you with care, or to protect you or other people.

You have a right to ask to see records we keep about you.

We can give you more information about how we handle personal information. Phone 01792 636902 for the factsheet *Your Personal Information*.

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**Comments and complaints**

Swansea Social Services welcomes any comments about our services – good or bad. We are interested to hear how we could do things better, and we like to know when we are doing well.

If you are unhappy with the services you receive, we encourage you to make a complaint. Full details are given in the factsheet ‘Making a comment, complaint or compliment about Social Services.’ For more advice or information about making a complaint, you can contact our Complaints Officers on 01792 637345.

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**Other factsheets from Social Services which you may find useful**

*Choosing a Residential Care Home*  
*Paying for Care in a Residential or Nursing Home*  
*Third Party Payments for Care Home Fees*

For free copies of these factsheets, please ask your care manager, phone 01792 636902 or view them on-line at [www.swansea.gov.uk/socialcarepublications](http://www.swansea.gov.uk/socialcarepublications).

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**Contacting Social Services**

If you have any concerns or questions regarding the arrangements for your care you can contact your care manager in the first instance. If you do not have a direct number for your care manager, please contact:

**Intake Team for Health and Social Care**  
Civic Centre  
Swansea  
SA1 3SN  
Tel: 01792 636519  
Fax: 01792 637495  
SMS: 07796 275412  
Email: intake@swansea.gov.uk

If your queries are in respect of the terms of the Pre-placement Agreement you can contact the Social Services Commissioning Support Unit on 01792 636693.
The Care and Social Services Inspectorate Wales (CSSIW) is responsible for registering and regulating all care homes in Wales.

Individual care homes are required by the CSSIW to have clear complaints procedures in place. If you have a complaint that you cannot resolve with the home you can contact:

**Care and Social Services Inspectorate Wales**

Government Buildings  
Picton Terrace  
Carmarthen SA31 3BT  
Tel: 0300 7900 126  
E-mail: cssiw@wales.gsi.gov.uk

This information is also available in alternative formats, such as large print, on audio CD, in Braille, or electronically. Please phone 01792 636902 for copies.