

DATED

CONTRACT

between

Dorset Council

and

[Provider]

For the provision of Care Home Services at **[name of Care Home]**

This deed is dated

PARTIES

- (1) **Dorset Council** whose principal place of business is County Hall, Colliton Park, Dorchester, England DT1 1XJ (**Council**)
- (2) [**provider**] incorporated and registered in England and Wales with company number XXXX whose registered office is at (**Provider**)

Background

- (A) The Provider delivers care home services at [*insert name of care home and address*] (the **Care Home**) and the Council wishes to place one or more individuals in the Provider's care.
- (B) This Contract has been entered into directly and is not subject to a procurement or framework arrangement, in anticipation of circumstances that may require the Council to make a new care home placement outside of such arrangements to discharge its' duties under the Care Act 2014, including:
 - i. Enabling next of kin or family members to visit the service user.
 - ii. Where an individual wants to choose a specific home, and a 3rd party top is utilised to provide a choice element to the placement Section 30 of the Care Act.
 - iii. Where an individual who previously paid for their own care, has become eligible for local authority funding, and a best interests decision deems that they can't be moved.
- (C) The Provider will provide the Services to the Council in accordance with this Contract.

Agreed terms

1. Contract Period

- 1.1. The Term shall be from the date of this Contract and will continue until the last remaining Placement made under this Contract is terminated.

2. Contract Documents

The Contract comprises:

- This Contract

- Schedule 1 Service Specification (including Appendices A – I)
- Schedule 2 Finance and Payment (including Appendix A)
- Schedule 3 The Contract Terms (plus Appendices)
- Schedule 4 Template Placement Letter

3. Contract Price

- 3.1. The Contract Price payable to the Provider by the Council under this Contract and Clause 8 of the Contract Terms, together with associated terms relating to the Contract Price and payment, for the provision of the Services shall be as set out in Schedule 2 and the Letter for Placement forming part of this Contract.

4. Contract Variation

- 4.1. In accordance with Clause 7 of the Contract Terms, this Contract may be varied in writing by the agreement of the Council and the Provider to add or remove hours from this Contract.
- 4.2. Contract Prices payable to the Provider shall be calculated at the same hourly rates as for the existing hours in accordance with the Specification.
- 4.3. Schedules 2 to 4 (inclusive) shall be regularly reviewed by the Council to ensure they are accurate, up to date and fit for purpose. Any changes to these documents shall be notified to the Provider in accordance with Clause 7 of the Contract Terms.

5. Care Quality Commission

- 5.1. The delivery of the Services will require the Provider to be registered with the Care Quality Commissions ('the CQC') for the delivery of all Services.

6. Creation of Placement

- 6.1. The Council shall issue a Placement Letter (substantially in the form set out in Schedule 4) in respect of a Service User they intend to place at the Care Home.
- 6.2.6.2 If the Provider does not sign and return the Placement Letter within 5 working days, acceptance shall be deemed by conduct when the Service User takes up the placement
- 6.3. The placement shall be governed by the terms of this Contract and the provisions of the Placement Letter.

7. Temporary Absence from the Care Home

7.1. Absence from the Home into Hospital

- 7.1.1. Where the Service User is admitted to hospital, the Provider will inform the Council in writing within twenty-four hours of admission.
- 7.1.2. The Provider will promptly provide further information as requested by the Council in accordance with Schedule 1 Appendix E Contact Details.
- 7.1.3. The Council will continue to pay the Provider for the placement for up to four weeks from the Service User being admitted to hospital. During that period, the Council will be responsible for carrying out a formal review in order to determine the expected length of time that the Service User will be away from the home and if the Service User is likely to return to the home.
- 7.1.4. Where the Service User is admitted to hospital and their stay is expected to exceed four weeks, the Council will pursue one of the following arrangements:
 - 7.1.4.1. if it is not expected that the Service User will be returning to the care home within 4 weeks, the Council will notify the Provider accordingly giving the appropriate 14 days' written notice from the date the care home is advised of this fact; or
 - 7.1.4.2. if it is not known whether the Service User will be returning to the care home within 4 weeks, the Council may notify the Provider accordingly giving 7 days' written notice from the end of the first 2 weeks' stay in hospital; or
 - 7.1.4.3. if after the first four weeks of absence the Council expect the Service User's absence from the home to exceed four weeks but they are expected to return to the home, the Council will negotiate an extension to the placement for the desired period in order to reserve the room for the Service User's return.
 - 7.1.4.3.1. Where requested, and before the Service User returns to the home, the Council will review the care arrangements to confirm that the Provider can continue to meet the Service User's needs. Following that review, the Council may, at its discretion, adjust the fee rate and/or service category in accordance with Schedule 2 (Finance and Payments). If not, the Council will seek alternative care arrangements. In these circumstances, the Council will give 7 days' written notice to end the placement.

7.2. Absence from the Home other than Hospitalisation

- 7.2.1. If it is determined that the Service User will return to the home on a planned date, the Council will negotiate an extension to the arrangement for the desired period in order to reserve the room for the Service User's return.
- 7.2.2. The Provider will inform the Council immediately of any absence other than that specified in the care and support plan. This will include the reason for and the expected length of absence.
- 7.2.3. Where the absence is expected to exceed two weeks, the Provider will complete a change of circumstances form detailing the date at which the absence started and forward the form to the Council.
- 7.2.4. The Provider will ask the Service User and their family and/or carers to notify the home and the Council of any planned absences to be made during the year.
- 7.2.5. Where the Service User has an unplanned absence from the home for a period of time exceeding two weeks for any reason other than being admitted to hospital, the Council will determine the reason for, and length of, the continued absence. If it is determined that the Service User's absence will be prolonged for a period of time or if the Service User does not intend to return to the home, the Agreement for Placement of the Service User will end with the Council giving 14 days' written notice to the Provider which will be effective from the date that confirmation of the termination is notified to the Provider.

7.3. Provisions applying in respect of Absence due to Hospitalisation and for other reasons

- 7.3.1. The Provider will ensure that the accommodation occupied by the Service User is kept available for the Service User to return to unless the Agreement for Placement is terminated in accordance with Clause 8. During such period the Service User's accommodation will not be made available for use by any other person or for any other purpose. Payment of the placement cost will cease immediately if the accommodation is used for any other person or for alternative purposes as from the date such use commenced.
- 8.** If a situation arises where it appears no longer appropriate for a Service User to continue receiving the Services from the Provider, no decision to discharge or transfer the Service User will take place without consultation with the Service User and the Council. In an emergency, the Council must be contacted immediately.

9. Ending a Placement

9.1. Initial Period of Placement

- 9.1.1.** During the initial four weeks of a long-term placement, either the Council or the Provider may end the placement by giving written notice to the other

party. Notice will take effect after seven days, or on such date as the parties agree. The Provider acknowledges that the Service User may only leave the home once the Council has secured suitable alternative arrangements for the Service User's ongoing care.

9.1.2. After the initial four-weeks of a long-term placement, either party may end the agreement by giving 28 days' written notice. During the notice period, the Service User will continue to be liable for their financial contribution.

9.2. Service User's Request to Transfer to Another Home

9.2.1. If the Service User requests a transfer to another home or is dissatisfied with the care provided, they may request a transfer. The Service User has a right, at any time within the placement period, to request a transfer to another home. Any such request must be referred to the Council who will investigate the reasons for such a request. If the request is reasonable, a suitable date of transfer will be agreed by all parties and the Council will make appropriate arrangements in consultation with the Provider and the Service User (or their duly authorised representatives).

9.2.2. The Council will serve appropriate notice on the Provider according to the outcome of the Council's investigation under the terms of this placement as follows:

9.2.2.1. where the Council have determined that the Provider has either in whole or part failed to comply with the terms of this Contract, the Council will give written notice to take immediate effect and only pay the Provider for the care provided whilst the Service User is resident at the home.

9.2.2.2. Where the investigation has confirmed that the Service User's request to transfer does not relate to any breach of this Contract on the part of the Provider, the Council will give the Provider 14 days' written notice to terminate the placement which will be effective from the time of notification to terminate by the Council.

9.2.2.3. where the Council have determined that the home can no longer meet the care needs of the Service User, the Council will give 28 days' written notice and only pay the Provider for the care provided whilst the Service User is resident at the home.

9.3. General Provisions relating to Ending Placements

9.3.1. The Provider may request the removal of the Service User where, in the reasonable opinion of the Provider, continuation of the placement would give rise to serious risk to the life, health and well-being of the Service User, or other Service Users. The Council will investigate whether the Provider has reasonable grounds for making a decision to remove the Service User.

Where it is deemed appropriate for the Service User to be removed, the Council will be responsible for securing alternative care arrangements. In such circumstances, the Council will only pay the Provider for the care provided while the Service User is resident at the home. The Provider will give the Council 14 days' written notice should it wish to remove the Service User on the grounds set out in this Clause.

9.3.2. Where a Service User has assets that, when realised, result in the Service User no longer requiring public financial support, the Agreement for Placement, and therefore the Council liability to fund, will terminate with immediate effect on the date that the Service Provider is informed by written confirmation from the Council that the Service User's assets have been realised.

9.3.3. The Council reserve the right to end the placement on notice in writing with immediate effect where, in their reasonable opinion, the Service User is at risk of detriment to their physical, mental or financial well-being whether through the Provider being in breach of this Contract in relation to Services provided to the Service User or otherwise, or where the Provider's CQC rating falls from 'outstanding' or 'good' to 'requires improvement' or 'inadequate'. The views of the Service User and/or their representative will be sought and taken into account. The parties agree, however, that the final decision in respect of ending the placement will be taken by the Council in accordance with what they deem are the best interests of the Service User.

9.3.4. The Provider will give written notice to the Council as soon as possible if it plans to close the home or transfer ownership but on no less than two months' notice. In such circumstances, the Council reserve the right to end the placement and the Contract on written notice with immediate effect, particularly if the arrangement gives rise to serious risk to the life, health and well-being of the Service User or other Service Users.

9.4. Death of a Service User

9.4.1. Upon the death of a Service User:

9.4.1.1. the Provider must notify the Council within 24 hours. A change of circumstances form must be forwarded to the Council at:

9.4.1.2. Dorset Council: Financial Assessment Team, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ; and/or as appropriate, email: <mailto:adultsinvoicing@dorsetcouncil.gov.uk>

9.4.1.3. the Provider will promptly notify the Care Quality Commission.

9.4.2. If the Service User dies during the period of the placement, the placement will end on the day of death and the following will apply:

- 9.4.2.1. the Service User's family, carers or executors (as appropriate) will be responsible for clearing the Service User's room within a reasonable time i.e. 2 to 3 days.
- 9.4.2.2. where arrangements cannot be secured within a reasonable period, the Council, in liaison with the Service User's family, carers or executors, and the Provider, will negotiate reasonable compensation for the Provider to clear the room on behalf of the Service User's family, carers or executors (as appropriate). Such compensation will be paid from the estate of the Service User.
- 9.4.3. The Provider will be responsible for requesting the Service User's next of kin (or where appropriate the Council) to make the necessary arrangements, including funeral arrangements.
- 9.4.4. Where a Service User has been placed in the home as an emergency admission, the Council will be responsible for notifying and requesting that the Service User's next of kin (where such exists) make the necessary arrangements, including funeral arrangements.
- 9.4.5. The Council will pay the Provider for the placement cost up to and including the day of death. NHS Dorset ICB's obligation to pay the Provider the Funded Nursing Care contribution for the Service User will cease on the date of death.
- 9.4.6. The Service User's contribution to the placement cost will also be payable to the Council up to and including the day of death.

10. Ending of Service User Financial Support

- 10.1. The Council will notify the Provider if, following a full financial assessment, the Service User is no longer eligible to receive financial support from the Council. In such circumstances,

11. Activities outside the Home

- 11.1. The Provider agrees to ensure that any activities in which Service Users participate outside of the home are fully risk assessed and that all individuals engaged in the provision of such activities are properly vetted in accordance with the provisions of Clauses 23 and 24 of the Contract Terms, which provisions apply to the Provider's volunteers, sub-contractors and agents used in the performance of the Services as if they were the Provider's Personnel.

12. National Living Wage Increases

- 12.1. Where the Contract Price is increased in line with the National Living Wage, the Provider will pass such increases onto its Personnel and will be required to provide written evidence that it has done so on request by the Council.

13. Notice to Terminate the Contract

- 13.1. Either Party may terminate this Contract on no less than two (2) calendar months' written notice to the other providing all Placement Letters have or will terminate before the end of the Contract.
 - 13.2. The Provider must continue to deliver the Services throughout the notice period and facilitate transfer of all services and associated records to the Council or replacement provider as requested by the Council.
 - 13.3. The provisions of Clause 38 of the Contract Terms shall apply to this process of termination.
- 13.4 For Care Homes outside of the Dorset Council Purchasing Area The contract will terminate automatically on expiry of the last remaining placement.

14. Service of Notice under this Contract

- 14.1. Any notice given to a party under this Contract, shall be in writing and may be sent by email to the Provider's Contract Manager and the Council' Contracts Officer at the email address provided for this purpose.
- 14.2. Any notice shall be deemed to have been received at the time of transmission or if this time falls outside business hours in the place of receipt, when business hours resume.
- 14.3. In the alternative, notice may be served in accordance with Clause 45 of the Contract Terms.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

by affixing the COMMON SEAL of DORSET COUNCIL in the presence of:

Authorised Signatory:

EXECUTED as a DEED by [Provider] :

Director Name:

Director Signature:

Director/ Witness Name:

Director/ Witness Signature: