

NHS Standard Contract 2024/25

Particulars (Shorter Form)

Contract title / ref:

Learning Disability & Autism (LDA) Programme: Senior Intervenor Framework

Tender Ref: C79394

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send contracts to this email address)

Version number: 1

First published: March 2022

Publication Approval Number: PAR907

Contract Reference	C297242
---------------------------	----------------

DATE OF CONTRACT	05/09/2024
SERVICE COMMENCEMENT DATE	05/09/2024
CONTRACT TERM	7 months commencing 05/09/2024 and ending 31/03/2025
COMMISSIONERS	NHS England
CO-ORDINATING COMMISSIONER	NHS England
PROVIDER	Andrea Pope-Smith Associates Ltd, [REDACTED]
LOTS AWARDED	Lot 1

CONTENTS

PARTICULARS

SCHEDULES

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

(Schedule 1B Intentionally Omitted)

- A. Conditions Precedent
- C. Extension of Contract Term

SCHEDULE 2 – THE SERVICES (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

- A. Service Specifications
- Ai. Service Specifications – Enhanced Health in Care Homes
- B. Indicative Activity Plan
- D. Essential Services
- G. Other Local Agreements, Policies and Procedures
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies

SCHEDULE 3 – PAYMENT

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- D. Expected Annual Contract Values

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

SCHEDULE 5 – INTENTIONALLY OMITTED

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS (Schedules 6B, 6D, 6E Intentionally Omitted)

- A. Reporting Requirements
- C. Incidents Requiring Reporting Procedure
- F. Provider Data Processing Agreement

SCHEDULE 7 – PENSIONS

SCHEDULE 8 – TUPE

SERVICE CONDITIONS

(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice and Referrals
- SC8 Making Every Contact Count and Self Care
- SC10 Personalised Care
- SC11 Transfer of and Discharge from Care
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Green NHS
- SC21 Infection Prevention and Control
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud Requirements
- SC25 Other Local Agreements, Policies and Procedures
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC32 Safeguarding Children and Adults
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements

ANNEX A National Quality Requirements

GENERAL CONDITIONS

(General Conditions 6-7, 34-35 intentionally omitted)

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations

GC14 Dispute Resolution
GC15 Governance, Transaction Records and Audit
GC16 Suspension
GC17 Termination
GC18 Consequence of Expiry or Termination
GC19 Provisions Surviving Termination
GC20 Confidential Information of the Parties
GC21 Patient Confidentiality, Data Protection, Freedom of Information and
Transparency
GC22 Intellectual Property
GC23 NHS Identity, Marketing and Promotion
GC24 Change in Control
GC25 Warranties
GC26 Prohibited Acts
GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
GC28 Force Majeure
GC29 Third Party Rights
GC30 Entire Contract
GC31 Severability
GC32 Waiver
GC33 Remedies
GC36 Notices
GC37 Costs and Expenses
GC38 Counterparts
GC39 Governing Law and Jurisdiction

Definitions and Interpretation

CONTRACT

Contract title: Learning Disability and Autism (LDA) Programme: Senior Intervenor Framework

Contract ref: C79394

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*);
2. the **Service Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>;
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

- (i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by NHS England

SIGNED by Andrea Pope-Smith

(Hereafter referred to as the 'Senior Intervenor' or, interchangeably, as the 'SI')

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date <i>See GC2.1</i>	05/09/2024
Expected Service Commencement Date <i>See GC3.1</i>	05/09/2024
Longstop Date <i>See GC4.1 and 17.10.1</i>	N/A
Contract Term	7 months
Commissioner option to extend Contract Term	NO
Commissioner Notice Period (for termination under GC17.2)	30 Days
Commissioner Earliest Termination Date (for termination under GC17.2)	30 Days after the Service Commencement Date
Provider Notice Period (for termination under GC17.3)	N/A
Provider Earliest Termination Date (for termination under GC17.3)	N/A
SERVICES	
Service Categories	<p>Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract.</p> <p><i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.</i></p>
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	YES
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	

Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	
Service Requirements	
Prior Approval Response Time Standard	Not applicable
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	Not applicable
Provider's Nominated Individual	[REDACTED]
Provider's Information Governance Lead	Not applicable
Provider's Data Protection Officer (if required by Data Protection Legislation)	Not applicable
Provider's Caldicott Guardian	Not applicable
Provider's Senior Information Risk Owner	Not applicable
Provider's Accountable Emergency Officer	Not applicable
Provider's Safeguarding Lead (children) / named professional for safeguarding children	Not applicable
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	Not applicable
Provider's Child Sexual Abuse and Exploitation Lead	Not applicable
Provider's Mental Capacity and Liberty Protection Safeguards Lead	Not applicable
Provider's Prevent Lead	Not applicable
Provider's Freedom To Speak Up Guardian(s)	Not applicable
Provider's UEC DoS Contact	Not applicable
Commissioners' UEC DoS Leads	Not applicable
Provider's Infection Prevention Lead	Not applicable
Provider's Health Inequalities Lead	Not applicable
Provider's Net Zero Lead	Not applicable
Provider's 2018 Act Responsible Person	Not applicable
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Commissioner: NHS England Address: Wellington House, 133-155 Waterloo Road, London, SE1 8UG Email: [REDACTED]</p> <p>Provider: Andrea Pope-Smith Associates Ltd Address: [REDACTED] [REDACTED]</p>

	Email: [REDACTED]
Frequency of Review Meetings	Monthly
Commissioner Representative(s)	[REDACTED] [REDACTED] Wellington House, 133-155 Waterloo Road, London, SE1 8UG E: [REDACTED]
Provider Representative	[REDACTED] [REDACTED]
<i>See GC10.3</i>	

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents:

- | |
|--|
| <ol style="list-style-type: none"> 1. Evidence of appropriate Indemnity Arrangements 2. Evidence of enhanced DBS checks for any staff members accessing personal data. |
|--|

The Provider must complete the following actions:

Not Applicable

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Service name	Learning Disability & Autism (LDA) Programme: Senior Intervenor Framework
Population and/or geography to be served	Northern Ireland
Service aims and desired outcomes	<p>The overarching objective of the work is to understand and improve on the current arrangements for oversight of people from other nations who are placed in English Mental Health Hospitals. This will lead to development of a clear set of principles and guidance to enable colleagues at regional and ICB level to work effectively with colleagues in the NHS systems within Northern Ireland.</p> <p>The scope of this work package is Northern Ireland, however the successful supplier will work with colleagues to deliver shared outputs covering Scotland (and possibly Wales) and potentially contribute to shared guidance across the entire project scope. The successful supplier will contribute to the detailed scope definition with national, regional and ICB project colleagues, and other SI work package owners.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • To work with the project team to identify a suitable number of individuals to review in order to understand the current barriers and challenges. • To use the experience of reviewing individual situations to review the MOU and the current

	<p>arrangements with Wales and assess their suitability for Northern Ireland.</p> <ul style="list-style-type: none"> • To act as a 'Senior Intervenor' and provide expert opinion and high level interventions to address the systemic challenges in relation to a small number of individuals from Northern Ireland, currently placed in England (noting that this is a 6 month fixed time piece of work and not a traditional 'open ended' SI caseload) where the system are facing significant challenges in developing a discharge plan or identifying an alternative service near their home. • To work with the SI delivering the work package for Scotland to identify synergies and themes, with a view to establishing a shared protocol. • To review learning from previous similar scenarios and take account of other arrangements being put in place in the wider cross-border project. • To work with other SI suppliers delivering cross-border work packages to ensure a coherent plan and shared reports are in place to develop a best practice protocol and guidance, covering all the relevant legal frameworks and commissioning arrangements. • To provide a written report that describes lesson learned and making recommendations for future working.
--	---

All defined terms set out in this document reflect the definitions contained within the Call-off Contract unless defined in this document

Background:

Within the current Mental Health, Learning Disability and Autism Quality Transformation Programme (inpatients) there is an ongoing piece of work to understand and improve cross border working. This relates specifically to a small group of people from either one of the home nations, crown dependencies or the Republic of Ireland who are currently placed within English Mental Health hospitals.

Providers and ICBs are facing significant barriers to discharge planning and have been unable to identify responsible professionals in other countries (as detailed above). This has resulted in long delays when people are ready for discharge or the service is closing and a lack of clarity around escalation routes to raise concerns around quality of care.

Similar challenges are faced when trying to move people closer to home at a time when they require ongoing treatment, but where their current needs are no longer met by the hospital where they are currently placed.

Requirements:

The overarching objective of the work is to understand and improve on the current arrangements for oversight of people from other nations who are placed in English Mental Health Hospitals. This will lead to development of a clear set of principles and guidance to enable colleagues at regional and ICB level to work effectively with colleagues in the NHS systems within Northern Ireland.

The scope of this work package is Northern Ireland, however the successful supplier will work with colleagues to deliver shared outputs covering Scotland (and possibly Wales) and potentially contribute to shared guidance across the entire project scope. The successful supplier will contribute to the detailed scope definition with national, regional and ICB project colleagues, and other SI work package owners.

Objectives:

- To work with the project team to identify a suitable number of individuals to review in order to understand the current barriers and challenges.
- To use the experience of reviewing individual situations to review the MOU and the current arrangements with Wales and assess their suitability for Northern Ireland.
- To act as a 'Senior Intervenor' and provide expert opinion and high level interventions to address the systemic challenges in relation to a small number of individuals from Northern Ireland, currently placed in England (noting that this is a 6 month fixed time piece of work and not a traditional 'open ended' SI caseload) where the system are facing significant challenges in developing a discharge plan or identifying an alternative service near their home.
- To work with the SI delivering the work package for Scotland to identify synergies and themes, with a view to establishing a shared protocol.

- To review learning from previous similar scenarios and take account of other arrangements being put in place in the wider cross-border project.
- To work with other SI suppliers delivering cross-border work packages to ensure a coherent plan and shared reports are in place to develop a best practice protocol and guidance, covering all the relevant legal frameworks and commissioning arrangements.
- To provide a written report that describes lesson learned and making recommendations for future working.

Time Commitment and Expected Duration:

To commence September 2024 and conclude by end March 2024.
It is anticipated that this work will be up to 2 days per month but will be (as per the terms of the framework) on a 'needs' basis and administered via a monthly call-off via the existing timesheet process. The work is unlikely to be spread evenly for the duration. The work must not exceed 18 days in total.

SCHEDULE 3 – PAYMENT

A. Local Prices

18 Days @ [REDACTED] per day (3 x days per month for a maximum of 6 months)

Total: [REDACTED]

A maximum limit of 24 days has been allocated to the project but if anything beyond the 18 days is required this will be negotiated with NHSE prior to any commitment)

1. Invoices can be sent electronically or by post to:

NHS ENGLAND
X24 PAYABLES K005
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WF3 1WE

2. Senior Intervenors (SI's) are required to follow the following guidance in order to ensure payment can be made promptly.

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

D. Expected Annual Contract Values

Not Applicable

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally			

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
The SI agrees to inform NHSE immediately upon becoming aware of any issue which affects or has the potential to affect:				
a) the SI's ability to carry out the role; and/or	Ad-hoc	In writing to the NHSE nominated Contract Manager	As Required	N/A
b) the SI's reputation; and/or	Ad-hoc	In writing to the NHSE nominated Contract Manager	As Required	N/A
c) the reputation of NHSE, the Hospital, and/or any other applicable public body (as the case may be).	Ad-hoc	In writing to the NHSE nominated Contract Manager	As Required	N/A

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and acting on insights derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

Safeguarding and Raising Concerns

1. The SI agrees to comply with the terms of the NHSE Safeguarding policy. In the event that the SI has any concerns regarding safeguarding issues, the SI agrees to follow the procedures outlined in the NHSE Safeguarding Policy (See Schedule 5A) and to take the following steps:
 - a) To immediately inform the relevant Local Authority;
 - b) To ensure the relevant Commissioner responsible for arranging the inpatient mental health services provided to the patient is made aware; and
 - c) To notify NHSE by email at england.learning.disability@nhs.net

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting 'Schedule 6F Provider Data Processing Agreement' available via <http://www.england.nhs.uk/nhs-standard-contract/>).
If the Provider is not to act as a Data Processor, state Not Applicable

SCHEDULE 7 – PENSIONS

Insert text locally (from 'NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance' <http://www.england.nhs.uk/nhs-standard-contract/>) or state Not Applicable

SCHEDULE 8 – TUPE*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

© Crown copyright 2022
First published March 2022
Published in electronic format only