

NHS Standard Contract 2021/22

Particulars (Shorter Form)

NHS Midland and Lancashire CSU / CHS

Prepared by: NHS Standard Contract Team, NHS England
[REDACTED]
(please do not send contracts to this email address)

Version number: 1

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Contract Reference	NHS Midland and Lancashire CSU Staffordshire Overdue Reviews
DATE OF CONTRACT	March 2022 1st March 2022
SERVICE COMMENCEMENT DATE	March 2022 1st March 2022
CONTRACT TERM	5 months commencing March 2022 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS Midlands and Lancashire CSU (hosted by NHS Commissioning Board)
CO-ORDINATING Commissioner	NHS Midland and Lancashire CSU Heron House 120 Grove Lane Fenton Stoke on Trent, ST4 4LX
PROVIDER	Carehome Selection limited trading as CHS Healthcare [REDACTED] Principal and/or registered office address: CHS Healthcare 1 Wrens Court 53 Lower Queen Street SUTTON COLDFIELD B72 1RT Company No: 3091598

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CONTRACT


Contract title: NHS Midland and Lancashire CSU / CHS

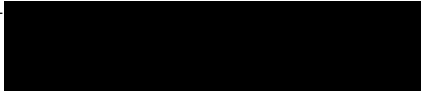


This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**;
2. the **Service Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

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

SIGNED by	 Signature
For and on behalf of NHS Midlands and Lancashire Commissioning Support Unit	Managing Director Title 25 th February 2022 Date

SIGNED by	 Signature
 for and on behalf of Carehome Selection Ltd (Trading as CHS Healthcare)	 Title 02/03/2022 Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	March 2022 1st March 2022
Expected Service Commencement Date	March 2022 1st March 2022
Longstop Date	N/A
Service Commencement Date	March 2022 (7 days post contract signature)
Contract Term	5 months from commencement date
Option to extend Contract Term	Yes, by 3 months
Notice Period (for termination under GC17.2)	One month
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (excluding children's continuing care)	Yes
Community Services (CS)	No
Diagnostic, Screening and/or Pathology Services (D)	No
End of Life Care Services (ELC)	No
Mental Health and Learning Disability Services (MH)	No
Patient Transport Services (PT)	No
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	No
Service Requirements	
Essential Services (NHS Trusts only)	No
Is the Provider acting as a Data Processor on behalf of one or	Yes

more Commissioners for the purposes of the Contract?	
PAYMENT	
National Prices apply to some or all Services (including where subject to Local Modification or Local Variation)	No
Local Prices apply to some or all Services	Yes
Expected Annual Contract Value agreed	Yes
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	<p>[REDACTED]</p> <p>Email: [REDACTED]</p> <p>Tel: [REDACTED]</p>
Provider's Information Governance Lead	<p>[REDACTED]</p> <p>Email: [REDACTED]</p> <p>Tel: [REDACTED]</p>
Provider's Data Protection Officer (if required by Data Protection Legislation)	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Provider's Caldicott Guardian	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Provider's Senior Information Risk Owner	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Provider's Accountable Emergency Officer	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Provider's Safeguarding Lead (children) / named professional for safeguarding children	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[REDACTED] [REDACTED] [REDACTED]
Provider's Child Sexual Abuse and Exploitation Lead	[REDACTED] [REDACTED] [REDACTED]
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[REDACTED] [REDACTED] [REDACTED]
Provider's Freedom To Speak Up Guardian(s)	[REDACTED] [REDACTED] [REDACTED]
CONTRACT MANAGEMENT	
Addresses for service of Notices	Commissioner: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Provider: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Commissioner Representative(s)	[REDACTED] [REDACTED] Midlands & Lancashire CSU Heron House Fenton, Stoke on Trent, ST4 4LX Email: [REDACTED] Tel: [REDACTED]
Provider Representative	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SCHEDULE 1 – SERVICE COMMENCEMENT

AND CONTRACT TERM

A. Conditions Precedent

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

1. Evidence of appropriate Indemnity Arrangements



CHS insurance Oct
21 to Oct 22.pdf

2. Evidence of CQC registration (where required)

N/A

3. Complete the Safeguarding Audit Toolkit as per Schedule 2K within Q3 2021/22



SAF Provider
updated 01.10.2020.

4. Schedule 2G, Other Local Agreements, Policies and Procedures. The ICO Registration expires on 21.11.21, CHS to provide updated registration certificate when renewed.

C. Extension of Contract Term

Option to extend up to 3 months

SCHEDULE 2 – THE SERVICES

A. Service Specification

Scope of the Service

Aims and Objectives

To undertake case reviews for patients in receipt of Continuing Healthcare (CHC) (including Fast Track) from all of MLCSU's CHC service contracts

Prioritisation as agreed with the CSU following initial caseload review.

Partnership working with Midlands and Lancashire CSU in regard to project governance, reporting, escalation and appropriate handover of any activity required to be undertaken by MLCSU in relation to this project eg verification, complaints, appeals.

Service Description

The service will be provided by experienced senior practitioners, administrators and case managers who will be supervised by a management team reporting into the MLCSU Project Lead/Team/Head of Service.

All staff delivering this service will be suitably qualified, have been through appropriate recruitment checks including DBS, be experienced in the undertaking reviews for CHC patients and will have attended the Provider's internal 2-day CHC education programme.

NOTE – 'suitably qualified' means –

- Every clinician will be currently registered with their professional body. CHS Healthcare will provide evidence of registration and current competency upon request.
- All staff are subject to a current Enhanced DBS confirmation.
- Where a particular professional registration is indicated, CHS will provide appropriate staff to suit individual needs of patients. This action is realised at point of case triage, i.e skill set matched to individual patient and outcomes identified.

In the first 2-3 weeks of the contract the Provider will review the data provided by the Commissioner to understand the caseload to produce a detailed plan and trajectory that will include initial assessments and, showing required receipt timings, workflow to ensure the plan will deliver in line with the agreed timeframe, acknowledging that the plan will be subject to joint ongoing review and appropriate flex.

The Provider will deliver the service within the agreed timeframe utilising a 7-day service option and by using additional capacity from its senior practitioners, Associate staff and agency staff as required.

Governance

The Provider will work with the Commissioner and Commissioner Representative to agree governance arrangements the include:

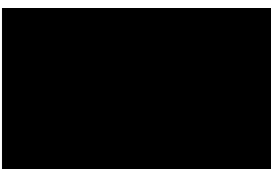
- Shared project leadership
- Cases scheduled and managed according agreed milestones and trajectories together with proven and agreed processes tailored to this project.
- Project-specific training.
- Designated case managers.
- Robust internal Quality check processes using a tool designed by the Provider
- Internal peer support and supervision.
- Project Group attendance and reporting.

This project will require daily management team review and weekly team updates with performance comparators direct to benchmarks. A formal project report to the Commissioner Representative should be produced monthly.

The Provider will allow Commissioner scrutiny, via audit and or other review mechanism, as jointly agreed.

Service Specifics

The Provider will engage with the MLCSU CHC team in identifying streamlined approaches and processes that could expedite the process utilising the processes set out in the SOP



Upon receipt of the Minimum Data Set (MDS) of patients covered by the project, the Provider will:

- Prepare a case tracking model spreadsheet, to be shared with the Commissioner Representative weekly by email (or on request), which will include all agreed metrics for reporting.
- Populate proposed plan and prepare a definitive caseload timeline (to be refreshed as required throughout the project)
- Prepare a summary report on the caseload and agreed approach to it.

The Provider will utilise MLCSU CMS patient management software, which will ensure sound, transparent financial management, and highly accurate record-keeping. The Provider will provide ongoing management information reporting and performance tracking, this will support in controlling service costs.

The Provider will ensure maximum security against intrusion and is specifically hardened against SQL injection. All back-ups are encrypted.

CMS training and helpdesk support will be provided to the Provider by MLCSU as required at no additional cost, following mobilisation of the project.

CMS has a comprehensive reporting capability that will ensure:

- Safe data upload
- Secure data storage
- Real time performance management visibility
- High quality, accurate reporting framework.

Throughout the project, the Provider will:

- Provide weekly and monthly progress reports to the MLCSU Project Lead.
- Assist the MLCSU Project Lead in all aspects of project administration as necessary.
- Ensure case progression and update and share reports from casemanagers.

Delivering the Service Specification

1. Senior designated Provider team will attend programme briefing to agree working practices, obtain local policies, agree KPIs and reporting requirements, agree engagement and communications plan.
2. The Provider's Caldicott Guardian to oversee safe data migration in line with the existing data sharing agreement and privacy impact assessments.
3. Provider administration team will write to patients and providers to confirm their involvement.
4. Provider team leader will confirm trajectory, having received, assessed and triaged the caseload with senior team.
5. Provider case managers (supported by admin team) will complete all review documentation as defined by the Commissioner inc:

6A) For Fully Funded NHS CHC (incl FNC) persons:

- Compare and contrast Material Change using contemporaneous Virtual Review Document (Opsdoc514 form Review Proforma)
- Review appropriateness of individuals' care package to ensure this meets their need and to make recommendations of any change in need
- Where identified requirement to progress to full reconsideration of eligibility, the Provider will:
- Coordinate in partnership with the relevant Local Authority, a full Multi-Disciplinary Team assessment of the individual before making a recommendation to the Commissioner.

6B) For Fast Track cases (if required)

- Compare and contrast Material Change using contemporaneous Virtual Review Document (Opsdoc514 form Review Proforma)
- To provide advance outreach to each case in order to determine any requirement for ongoing Fast Track funding.
- Where full assessment is required, the Provider to provide assessment per DST and progress to MDT

6D) For cases proceeding to Panel (if required)

- To support the panel process by co-ordinating attendance and presenting as required

6. The Provider's central medical administration team will schedule reviews (inviting relevant stakeholders), providing notice as required by CCGs.
7. Case managers will undertake reviews, gathering essential information, confirming and measuring material change.
8. Assessor will ensure Contractors' commitment to care is appropriate/meeting patient need (Safe & Well and DoLS considerations).
9. Assessor will co-ordinate a full DST (where indicated).
10. Administrators will complete a Fast Track referral for all patients meeting threshold; immediately scan/securely email (NHS.net) to CHC team.
11. Whole team will accurately keep CMS up to date to assist reporting.
12. The Provider team leader, senior team will conduct ongoing QA and supervision (via defined and proven processes) to ensure service quality.
13. Provider administration will ensure that all completed documentation is accurately uploaded to CMS.
14. Uploading of documents to CMS within maximum of 14 calendar days of review.
15. The Provider team leader will provide comprehensive reporting via bespoke reports as set out in Schedule 6.
16. Senior team will participate in weekly teleconference call with MLCSU team to discuss progress/issues/concerns.
17. The Provider team leader to act as key point of contact for MLCSU, with full availability from Head of Clinical Services.

Note: ALL cases subject to DOLS confirmations.

Please note that the following services are not covered in the scope of services for this contract:

- Outcome correspondence following verification
- Completion of PHB support plans
- Obtaining patient 'consent' for CHC reviews

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Used

SCHEDULE 2 – THE SERVICES

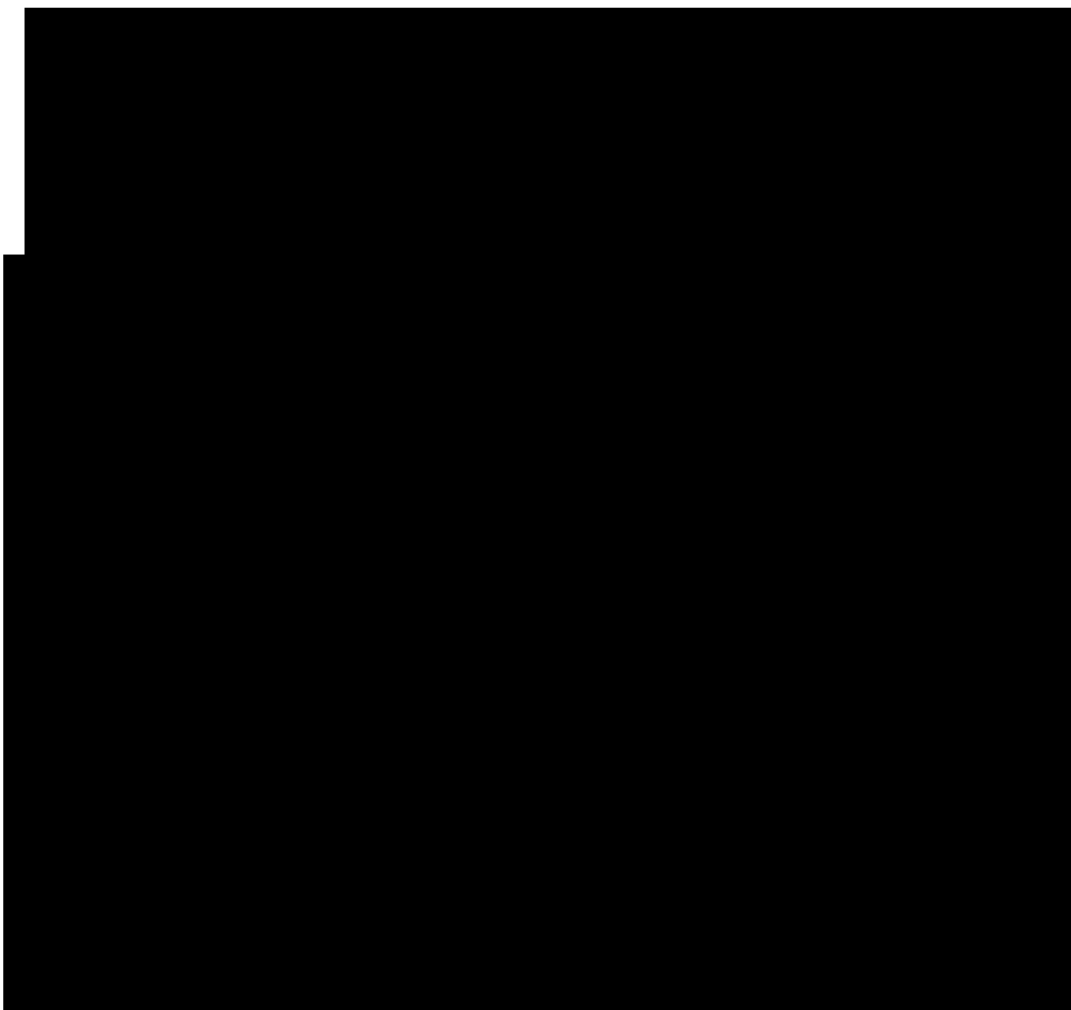
B. Indicative Activity Plan (NB the Indicative Activity Plan will be monitored against actual activity to maximise the caseload and value of the contract)

	FNC	CHC
All MLCSU CCGs	TBC	
Agreed activity to reach budget of £250,000 + VAT		TBC

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures



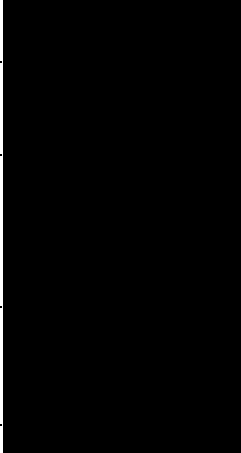
J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

The Service Provider shall devise, implement and maintain procedures for its staff which ensures compliance with pan-Staffordshire procedures for Safeguarding Children and Safeguarding Vulnerable Adults, and shall supply a copy of its procedure to the Commissioner before commencement of the service.

The service provider will comply with the lead commissioner's standards for safeguarding as detailed in the CCGs safeguarding policy and will provide evidence of their safeguarding arrangements on request, at a minimum this will be annually. Monitoring of on-going compliance will be on a regular basis in year determined by the commissioner.

<i>Date</i>	<i>Description</i>	<i>Document</i>
	<i>Provider Safeguarding Adults Policy</i>	
	<i>Provider Mental Capacity Act Policy</i>	
	<i>CCG Safeguarding Audit Toolkit (Upon completion please return to:</i>	

SCHEDULE 3 – PAYMENT

A. Local Prices

The total caseload will remain within the financial envelope for MLCSU within the contract value of no more than

Total £250,000 plus VAT

CHS Healthcare will undertake an initial triage of the cohort of cases within the first month of the contract. If it is found that any individuals within the cohort have died prior to the commencement of the contract or CHS will not progress the case or during this first month, the Provider will request another case from the Commissioner to ensure a full case cohort is progressed.

Please note that this case rate includes all out of area cases (within England and Wales). As CHS Healthcare presents a national footprint, they are able to make this offer without any fee uplift.

For the avoidance of doubt where the provider has undertaken work on an individual case (as opposed to caseload list) if that case is subsequently removed from the caseload prior to completion of the assessment or review process and decision, the case will be considered completed and counted within the overall activity threshold for the contract. This clause also applies to any activity requested above these thresholds.

The costs for CHS Healthcare to undertake any the cases identified, will be with the costs set out below:

Funded Nursing Care Review :

- £285.00 + VAT per case
- If the user deceased after the Review is carried out the full cost will be incurred.

Continuing Healthcare Review:

- £565.00 + VAT per case
- If the user deceased after the Review is carried out the full cost will be incurred.
- £282.50 + VAT if a referral is received by CHS received but user deceased prior to the Continuing Healthcare Review being carried out.

Case progressed to MDT following Continuing Healthcare Review:

Continuing Healthcare Assessment:

- £675.00 + VAT per case
- If the user deceased after the Assessment is carried out the full cost will be incurred.
- £332.50 + VAT if a referral is received by CHS received but user deceased prior to the Continuing Healthcare Assessment being carried out.

The Parties have agreed that CQUIN and associated payment is not applicable to this contract.

The Provider will invoice on actual activity undertaken for the previous month to MLCSU as Commissioner on the 1st of each month.

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

D. Expected Annual Contract Values

MLCSU as Commissioner	Expected Contract Value - £250,000 excluding VAT
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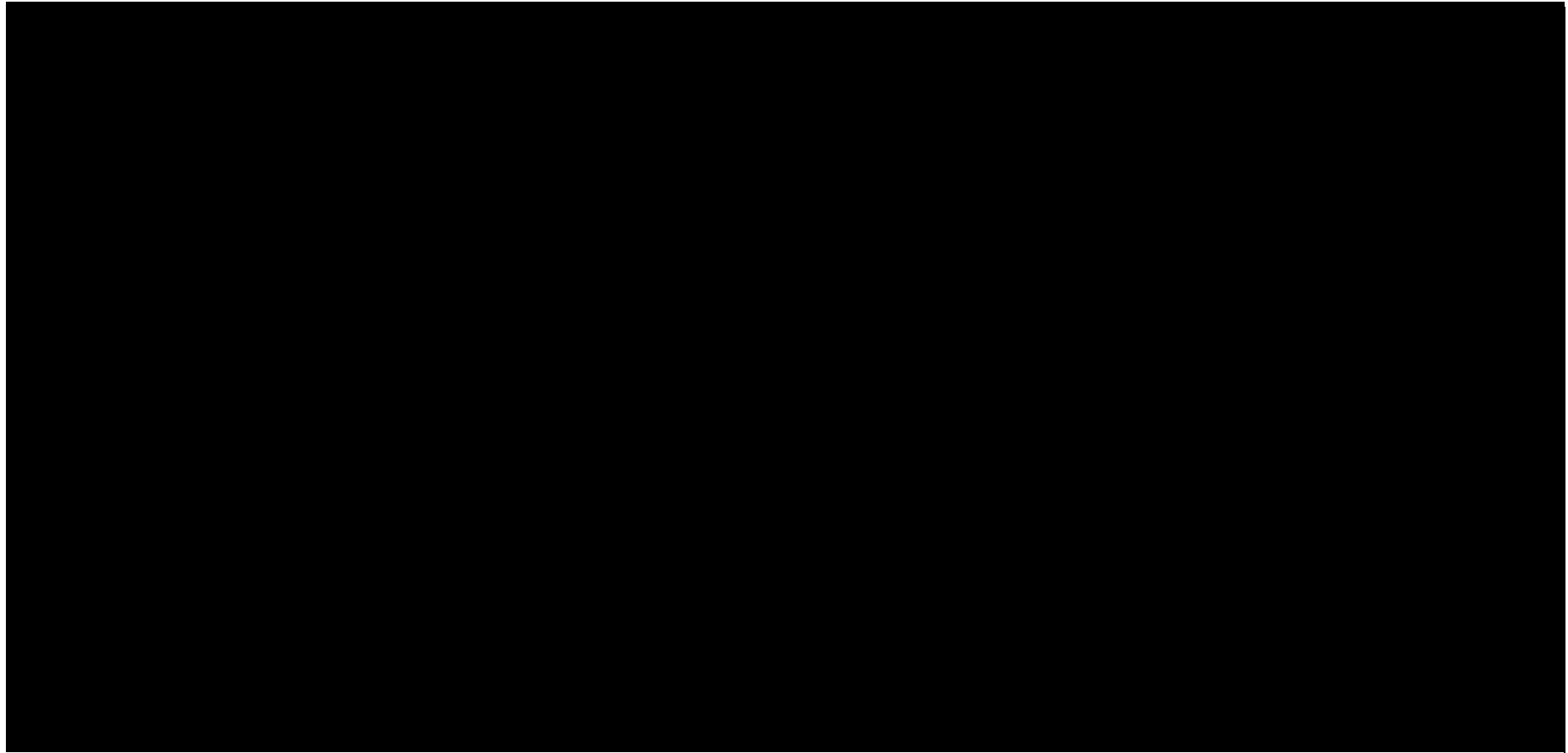
SCHEDULE 4 – QUALITY REQUIREMENTS**A. Operational Standards and National Quality Requirements**

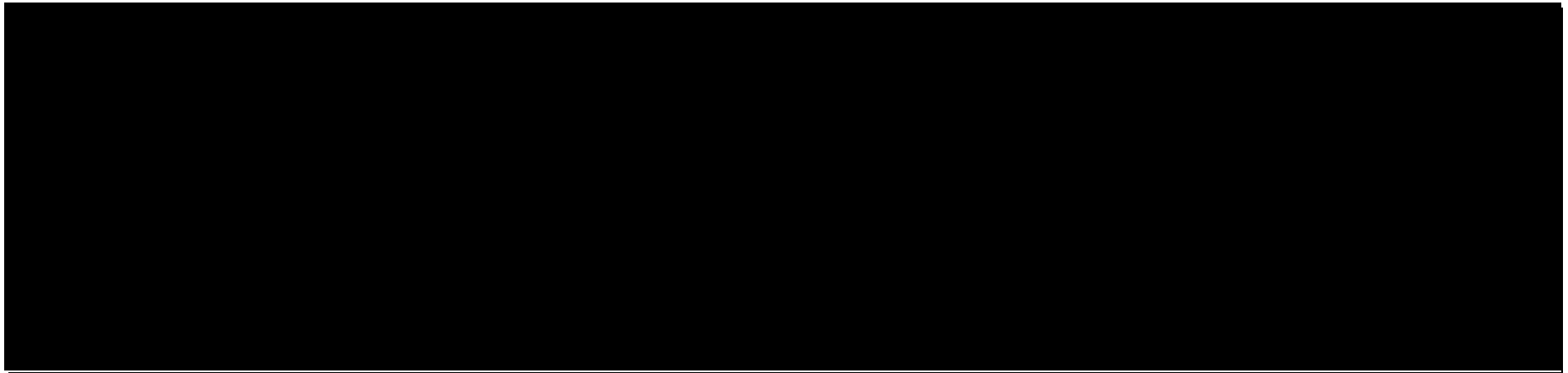
Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Applicable Service Category
	Duty of Candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Ongoing	All

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements





SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**A. Reporting Requirements**

	Reporting Period	Format of Report
National Requirements Reported Centrally		
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally		
1. Activity and Finance Report identifying CCG (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22</i>)	Monthly	Written Report
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Monthly	Written Report
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Monthly	Written Report
4. Summary report of all incidents requiring reporting	Monthly	Written Report

	Reporting Period	Format of Report
Local Requirements Reported Locally		
Trajectory Progress Report	Weekly	Excel report
Review Outcome Report	Weekly	Excel report

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

All Serious Incidents shall be investigated and a root cause analysis completed within national timescales and reflecting the NPSA National guidance on Root Cause Analysis. Providers must adopt the principles outlined in the NHS England Serious Incident framework.
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http://www.england.nhs.uk/wp-content/uploads/2015/04/serious-incident-framework-upd.pdf

Where there is any doubt as to whether an incident meets the serious incident criteria, the Provider must seek advice from the Commissioner.
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The Commissioner may request evidence of action taken and sharing the lessons learned with all staff across the Company.
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The Commissioner may request evidence that The Provider has applied the Duty of Candour in Serious Incidents.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

{INSERT}

SCHEDULE 7 – PENSIONS

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 tender or retender 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) 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

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.*

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