



NHS Standard Contract 2017 and 2018/19 Particulars (Shorter Form)

May 2018 edition

Bolton Care Home Contract

NHS Standard Contract
2017/18 and 2018/19
Particulars (Shorter Form)
May 2018 edition

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Contract Reference	Insert ref number
DATE OF CONTRACT	1st October, 2018
SERVICE COMMENCEMENT DATE	1st October, 2018
CONTRACT TERM	4 years 31st October, 2022
COMMISSIONERS	Only for nursing home contracts held where the Co-ordinating Commissioner is the NHS Bolton CCG NHS Bolton CCG (00T) Bolton Council NHS Salford CCG (01G) NHS Heywood, Rochdale and Middleton CCG (01D) NHS Oldham CCG (00Y) NHS Wigan CCG (02H) NHS Tameside and Glossop CCG (01Y)
CO-ORDINATING Commissioner	NHS Bolton CCG (00T) St Peters House Silverwell Street Bolton BL1 1PP Bolton Council Victoria Square Bolton BL1 1RU
PROVIDER	INSERT PROVIDER DETAILS Principal and/or registered office address: 1 Contract per Provider

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CONTRACT

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

1. the **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
Ian Boyle Chief Finance Officer for and on behalf of NHS Bolton CCG Title
 Date

SIGNED by Signature
Adrian Crook, Assistant Director For and on behalf of Borough Council Title
 Date

SIGNED by Signature
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of Title
[INSERT PROVIDER NAME] Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 st October, 2018
Expected Service Commencement Date	1 st October, 2018
Longstop Date	Not Applicable
Service Commencement Date	1 st October, 2018
Contract Term	4 Years
Option to extend Contract Term	31 st October, 2022
Notice Period (for termination under GC17.2)	Yes 1 Year
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (CHC)	YES
Community Services (CS)	YES
Diagnostic, Screening and/or Pathology Services (D)	NO
End of Life Care Services (ELC)	YES
Mental Health and Learning Disability Services (MH)	YES
NO	NO
Service Requirements	
Essential Services (NHS Trusts only)	NO
Is the Provider acting as a Data Processor in order to deliver the Services?	YES
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	NO

GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	Name: Email: Tel:
Provider's Information Governance Lead	Name: Email: Tel:
Provider's Data Protection Officer (if required by Data Protection Legislation)	Name: Email: Tel:
Provider's Caldicott Guardian	Name: Email: Tel:
Provider's Senior Information Risk Owner	Name: Email: Tel:
Provider's Accountable Emergency Officer	Name: Email: Tel:
Provider's Safeguarding Lead	Name: Email: Tel:
Provider's Child Sexual Abuse and Exploitation Lead	Name: Email: Tel:
Provider's Mental Capacity and Deprivation of Liberty Lead	Name: Email: Tel:
Provider's Freedom To Speak Up Guardian(s)	Name: Email: Tel:
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: NHS Bolton CCG (00T) St Peters House Silverwell Street Bolton BL1 1PP Bolton Council Victoria Square Bolton BL1 1RU Provider: Address: Email:
Commissioner Representative(s)	Richard Leigh NHS Bolton CCG

	<p>St Peters House, Silverwell Street Bolton BL1 1PP Email: Richard.leigh2@nhs.net Tel: 01204 462000</p> <p>Andrew Walton Commissioning Manager Bolton Council 1st Floor, Town Hall Victoria Square, Bolton, BL1 1RU E-Mail: andrew.walton@bolton.gov.uk Tel: 01204 337282</p>
<p>Provider Representative</p>	<p>Name: Address: Email: Tel:</p>

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
2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)
3. Business Continuity Plan
4. IG Toolkit as required by GDPR

The Provider must complete the following actions:

Documents to be provided

IG Compliance via GDPR for 2018 & 2019

SCHEDULE 2 – THE SERVICES

A. Service Specifications



Final Joint
Specification.docx

The Joint Service Specification can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>

The Care Count System should be updated on a regularly basis and/or when a vacancy arises basis to ensure that the wider health and social care system and the general public are aware of bed capacity in Bolton. (Applicable to Providers caring predominantly for people aged over 65)

The Immedicare system should be utilised and the Provider will work with the Commissioner to ensure that patients are treated safely whilst avoiding admissions to hospital where appropriate. (Applicable to homes taking part in the Immedicare scheme)

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Each of the following listed policies and procedures can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>

Medication Policy



Medicines Policy
2018.pdf

Bolton Council Incident Management Policy



Bolton Council PPD
Incident Management

Bolton Council Complaints Policy



Bolton Council Social
Care Complaints Polic

ISUPA Bolton CCG (health placements)



ISUPA CCG.docx

ISUPA Bolton Council (social care placements)



Individual Service
User Placement Agree

J. Transfer of and Discharge from Care Policies

Commissioners and Provider will work collaboratively to ensure the smooth transition of services in order to ensure patient care is not compromised.

K. Safeguarding Policies and Mental Capacity Act Policies



Short 1819
Contractual Safeguar

Bolton CCG work in partnership with Bolton Council and Providers will be expected to comply with both the CCG safeguarding policy which can be found at <https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1> and with the Bolton Council safeguarding policy that can be found at; <http://www.proceduresonline.com/bolton/asg/>

Safeguarding Audit Tool Submission applies to ALL Providers

SCHEDULE 3 – PAYMENT

A. Local Prices

CCG Payment Process:

The mandated method for payment will be via Tradeshift.

Payment terms will be paid within 30 days of invoice.

Details of Bolton CCG's payment process can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>



NHS Bolton CCG
Payment Process.doc

Providers signed up to the Care Home Excellence programme are eligible to invoice at the rate inclusive of CQUIN. The Commissioner reserves the right to review this in the event that a home does not participate with all the elements of the Care Home Excellence programme including the CQUIN scheme.

Payment

Bolton CCG Fees

Fees	2018/19
General Nursing Payment (exclusive of CQUIN)	£656.25
CQUIN Payment	£15
Dementia High Needs Payment (exclusive of CQUIN)	£691.25

Borough Council of Bolton Payment Process:

Provider will be paid by BACS in line with payment schedule issued at the beginning of each financial year. The Provider will not be paid by invoice.

Borough Council Fees

Fees	2018/19
Standard Residential Payment	£480
Care Home Excellence Payment	£10
Dementia High Needs Payment	£55

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: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – 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: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>). 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

F. Expected Annual Contract Values

Not applicable as this is a zero based contract.

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category	Applicable Provider
	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	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All	All

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Provider
1. FALLS Risk Assessment Tool Completed	90% of all patients	Periodic Random Audit carried out by Commissioners	General Condition 9	Quarterly	<i>All</i>
2. Root Cause Analysis to be carried out for ALL falls or significant incident resulting in moderate, severe and critical harm for any other incidents for category 4	N/A	Periodic Random Audit carried out by Commissioners	General Condition 9	Quarterly	<i>All</i>
3. Root Cause Analysis to be carried out for ALL category 3 & 4 and above pressure ulcers	N/A	Periodic Random Audit carried out by Commissioners	General Condition 9	Quarterly	<i>All</i>
4. Flu vaccinations for frontline staff	Work towards the national target of 75%	Report via data submission in Q3 & 4	Exploration & Education by attending a Flu Networking Event	As required	<i>All</i>

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Provider
5. No monthly waste medication due to ineffective stock control	0	Evidence from destruction paperwork and patient records. Cost to NHS of medication inappropriately destroyed. Spot checks to be carried out by CCG staff and the Bolton Foundation Care Homes Team.	1st breach – review meeting to explore the reason for waste and to confirm the value 2nd breach – CCG may recover losses (at full cost of medication wasted)	As required	<i>All</i>
6. To complete Bolton CCG's "Medicines Management Checklist" on an annual basis and complete any action required within 3 months	Checklist not completed. Action plan not completed within 3 months	Evidence available on request	General Condition 9	As required	<i>All</i>
7. Providers must engage with the CCG's quality initiatives to improve medicines management with particular focus to reduce medication errors as and when requested	N/A	Through compliance	General Condition 9	As required	<i>All</i>

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators


- Participation in the Care Home Excellence Scheme


The Requirements and Commitments of the scheme are:

1. Sign the Care Home Excellence Commitments
2. Submit a monthly and quarterly data return
3. Publish an Annual Improvement Account
4. Adopt Core Care Home Excellence Initiatives (including Safe and Proactive Discharge)



SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Relevant for Nursing Home Only or for ALL
National Requirements Reported Centrally				
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-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	As set out in relevant Guidance	All

National Requirements Reported Locally	Reporting Period	Format of Report	Timing and Method for delivery of Report	Relevant for Nursing Home Only or for ALL
<p>1. Activity and Finance Report</p> <p>Activity reporting to include: arrivals, departures, death notifications, transfer or discharge notifications and patient admitted into hospital – to be reported to the commissioner within 1 operational/working day.</p>	<p>Monthly Invoice</p> <p>Activity Report – as required.</p> <p>Within 24hours of the change, submitted to:</p>	<p>Provider invoice for Bolton CCG funded residents.</p>  <p>Bolton CHC Proposed changes form.xlsx</p> <p>Bolton CCGs template of the report can be found at: https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1</p> <p>FIN8 for Bolton Council funded residents.</p>	<p>bolccg.adminchc@nhs.net</p> <p>income.section.adult.services@bolton.gov.uk</p> <p>To be reported on a monthly basis.</p>	<p>All</p>
<p>2. Service Quality Performance Report (to include all elements of Schedule 4)</p>	<p>Monthly</p>	<p>Provider Online Data Return</p> <p>http://www.bolton.gov.uk/carehomesubmission</p>		<p>All</p>
<p>3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied</p>	<p>Quarterly</p>	<p>Via compliance with the milestones</p>	<p>Participation in the CHE quality initiative scheme for Safe and Proactive Discharge</p>	<p><i>Relevant to nursing homes only</i></p>
<p>4. 5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints</p>	<p>Ad hoc and as and when requested by the CCG & or Bolton Council.</p>	<p>Service User Complaint Letter and Provider Response Letter. (Please do not include identifiable details)</p>	<p>Bolccg.complaints@nhs.net</p> <p>Nursing Home only Complaints Submission (CCG funded)</p>	<p>All</p>

			quality@bolton.gov.uk	
<p>6. Summary report of all specific incidents requiring reporting</p> <p>The CCG would expect nursing homes to experience a minimum of 10 incidents per month. Incidents are an opportunity for learning to take place.</p>	Monthly	 <p>Bolton Care Homes - Incident reporting ter</p> <p>The format of the report can be found at: https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1</p>	<p>To the CCG incidents team Bolccg.incidents@nhs.net</p>	<i>Relevant to Nursing Home Only</i>

A. Reporting Requirements

Local Requirements Reported Locally				Relevant for Nursing Home Only or for ALL
1. Falls Summary Form	Quarterly	 Falls Template N Homes.xlsx The format of the report can be found at: https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1	Via email to Bolccg.incidents@nhs.net by the 5th of the month following, i.e.: Q1 by 5th July 2018 Q2 by 5th October 2018 Q3 by 5th January 2019 Q4 by 5th April 2019	<i>Relevant to Nursing Home Only</i>
2. Root Cause Analysis (Falls and Pressure Ulcers as identified in Schedule 4)	Within 5 operational days of occurrence	 Root Cause Analysis - Pressure Sores The format of the report can be found at: https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1	Within 5 operational days of occurrence	<i>Relevant to Nursing Home Only</i>
3. Flu vaccinations – figures to confirm number of staff who have received a flu vaccination	Quarter 3 and Quarter 4	Part of the data submission	As per above for monthly data submission	<i>All</i>
4. Promptly inform the Commissioner of: <ul style="list-style-type: none"> ▪ any changes to the Registered Manager / Responsible Person; ▪ any changes to the registration of the Provider with the 	Ad hoc and on occurrence	Email to BOLCCG.AdminCHC@nhs.net and Bolccg.incidents@nhs.net	Within 24 hours and via email	<i>All</i>

<p>Regulator;</p> <ul style="list-style-type: none"> ▪ any absence of the Registered Manager/Responsible Person in excess of 4 (four) weeks; ▪ any 'report under regulation 28' or a Preventing Future Deaths report. 		<p>contractsteam@bolton.gov.uk</p>		
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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

StEIS Operational Policy



Final Bolton
StEIS_Operational_Pc

Relevant to Nursing Homes only

The StEIS Operational Policy can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement



Care Home Services
Data Sharing Schedul

The format of the Data Sharing Schedule can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>

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 and EC Council Directive 77/187

**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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