



# NHS Standard Contract 2022/23

## Particulars (Shorter Form)

Contract ref: S117 – [Enrolment ID]

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<b>Contract Reference</b>	<b>S117 – [Enrolment ID]</b>
<b>DATE OF CONTRACT</b>	<b>As per date of Provider Signature</b>
<b>SERVICE COMMENCEMENT DATE</b>	<b>01 July 2022</b>
<b>CONTRACT TERM</b>	<b>1 year commencing 01 July 2022</b>
<b>COMMISSIONERS</b>	<b>NHS Leicester, Leicestershire and Rutland Integrated Care Board (ODS QK1)</b>
<b>CO-ORDINATING Commissioner</b> <i>See GC10</i>	<b>NHS Leicester, Leicestershire and Rutland Integrated Care Board (QK1)</b>  <b>Leicestershire County Council, Room 30, Pen Lloyd Building, County Hall, Glenfield, Leicester, Leicestershire, LE3 8TB</b>
<b>PROVIDER</b>	<b>As detailed per Enrolment completion</b>

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## **Definitions and Interpretation**

## CONTRACT

**Contract title:** NHS Standard Contract 2022/23 for the provision of Section 117 Aftercare

**Contract ref:** S117 – [Enrolment ID]

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**

**Sara Bailey  
For and on behalf of**

**NHS Leicester, Leicestershire  
and Rutland Integrated Care Board**



.....  
**Signature**

Assistant Director of Nursing

.....  
**Title**

01.07.2022

.....  
**Date**

**SIGNED by**

**[Signatory Name]  
For and on behalf of  
[Provider Name as per Enrolment  
Submission]**

.....  
**Signature**

.....  
**Title**

.....  
**Date**

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
Effective Date	01 July 2022
Expected Service Commencement Date	01 July 2022
Longstop Date	Not Applicable
Contract Term	1 year commencing 01 July 2022
Commissioner option to extend Contract Term	No
Notice Period (for termination under GC17.2)	3 months
<b>SERVICES</b>	
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>
Continuing Healthcare Services (including continuing care for children) (CHC)	✓
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	✓
Patient Transport Services (PT)	
<b>GOVERNANCE AND REGULATORY</b>	
Provider's Nominated Individual	As detailed per Enrolment completion
Provider's Information Governance Lead	As detailed per Enrolment completion
Provider's Data Protection Officer (if required by Data Protection Legislation)	As detailed per Enrolment completion

<b>Provider's Caldicott Guardian</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Senior Information Risk Owner</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Accountable Emergency Officer</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Safeguarding Lead (children) / named professional for safeguarding children</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Safeguarding Lead (adults) / named professional for safeguarding adults</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Child Sexual Abuse and Exploitation Lead</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Mental Capacity and Liberty Protection Safeguards Lead</b>	<b>As detailed per Enrolment completion</b>
<b>Provider's Freedom To Speak Up Guardian(s)</b>	<b>As detailed per Enrolment completion</b>
<b>CONTRACT MANAGEMENT</b>	
<b>Addresses for service of Notices</b>	<p><b>Co-ordinating Commissioner:</b></p> <p>Jennie Palmer-Vines                  Head of Personalisation                  NHS Leicester, Leicestershire and Rutland Integrated Care Board (QK1)                  Leicestershire County Council, Room 30,                  Pen Lloyd Building, County Hall, Glenfield,                  Leicester,                  Leicestershire, LE3 8TB</p> <p><b>Email:</b> <a href="mailto:personalisationteam.llr@nhs.net">personalisationteam.llr@nhs.net</a></p> <p>Kulwinder Gauntlett                  Contracts Manager                  NHS Midlands and Lancashire                  Commissioning Support Unit                  Leicestershire CHC post                  c/o Heron House                  120 Grove Road                  Stoke on Trent                  ST4 4LX</p> <p><b>Email:</b> <a href="mailto:kulwinder.gauntlett@nhs.net">kulwinder.gauntlett@nhs.net</a></p> <p><b>Provider:</b></p> <p>As detailed per Enrolment completion</p>
<b>Commissioner Representative(s)</b>	Kulwinder Gauntlett Contracts Manager



	<p>NHS Midlands and Lancashire Commissioning Support Unit Leicestershire CHC post c/o Heron House 120 Grove Road Stoke on Trent ST4 4LX</p> <p><b>Email:</b> <a href="mailto:kulwinder.gauntlett@nhs.net">kulwinder.gauntlett@nhs.net</a></p>
<b>Provider Representative</b>	As detailed per Enrolment completion

## **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

As uploaded for Enrolment completion

2 Evidence of CQC registration in respect of Provider

As uploaded for Enrolment completion

3 Business Continuity Plan

As uploaded for Enrolment completion

### **C. Extension of Contract Term**

**Not Applicable**

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

<b>Service Name</b>	NHS Continuing Healthcare
<b>Service Specification Number</b>	001
<b>Commissioner Lead</b>	NHS Leicester, Leicestershire and Rutland Integrated Care Board
<b>Provider Lead</b>	As detailed per Enrolment completion
<b>Location of Provider Premises</b>	As detailed per Enrolment completion
<b>Period</b>	01 July 2022 – 30 June 2023

#### Service Specification



Schedule 2A S117  
Service Specification :

## **SCHEDULE 2 – THE SERVICES**

### **Ai. Service Specifications – Enhanced Health in Care Homes**

As detailed per Enrolment completion [*Care Homes only within Leicester, Leicestershire and Rutland*]

## **SCHEDULE 2 – THE SERVICES**




### **B. Indicative Activity Plan**

Not Applicable

### **D. Essential Services (NHS Trusts only)**

Not Applicable

### G. Other Local Agreements, Policies and Procedures

Date	Document	Description
November 2013	 Schedule 1Gi Health and Social Ca	<b>Leicester, Leicestershire &amp; Rutland Health and Social Care Protocol</b>
July 2020	 Schedule 1Gii LLR Reporting Investiga	<b>Local Policy for the Reporting, investigating and learning from Serious Incidents</b>
March 2015	 Schedule 1G iii - Serious Incident Fra	<b>Serious Incidents Framework</b>

## G. Other Local Agreements, Policies and Procedures

### Development Plan for Personalised Care

The NHS England 10-year plan, published in 2019, has determined that the NHS Personalised Care model will reach 2.5 million people by 2023/24 and then aiming to double that again within a decade.

In LLR our requirement is to provide a minimum of 2871 Personal Health Budgets in 22/23 and to look to extend our personalised care model beyond Personal Health Budgets.

Commissioners and Providers will work together to deliver this requirement. In 2022/23 the Provider will consider personalised care within their pathways to include: -

1. Share decision making
2. Personalised care and support training
3. Enabling choice, including legal rights to choice
4. Social prescribing and community-based support
5. Supported self-management
6. Personalised Health Budgets and Integrated Personal Budgets

## J. Transfer of and Discharge from Care Protocols

Not applicable

## K. Safeguarding Policies and Mental Capacity Act Policies

### Provider Safeguarding Policies (Adult and Children)

As uploaded for Enrolment completion

### Provider Mental Capacity Act Policies

As uploaded for Enrolment completion

## **SCHEDULE 3 – PAYMENT**

### **A. Local Prices**

**Local price will be agreed at time of completion of IPA for individual Service Users**

### **B. Local Variations**

**Not Applicable**


### **C. Local Modifications**

**Not to issue VAT invoices in respect of the Services provided**

### **D. Expected Annual Contract Values**

**Not Applicable**

## SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS


Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
 LLR CCG Quality Schedule 22-23 (004)	As per spreadsheet	As per spreadsheet	As per spreadsheet



## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>National Requirements Reported Centrally</b>			
1. As specified in the Data Alliance Partnership Board Schedule of Approved Collections published on the NHS Digital website at <a href="https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections">https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections</a> 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
<b>National Requirements Reported Locally</b>			
1. Activity and Finance Report ( <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> )	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	Please refer to Schedule 4 - Local Quality Requirements		
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Please refer to Schedule 4 - Local Quality Requirements		
4. Summary report of all incidents requiring reporting	Please refer to Schedule 4 - Local Quality Requirements and LLR Serious Incidents Policy		

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>Local Requirements Reported Locally</b>			
<b>Please refer to Schedule 4 – Local Quality Requirements</b>			
<b>Service User Movement Report</b>	<b>Whenever there is a change in circumstance</b>	 Service User Movement Spreadst	Spreadsheet to be completed as and when a change to the service user occurs. The Provider must submit this report via NHS Mail. Report to be sent to: <a href="mailto:mlcsu.continuinghealthcare@nhs.net">mlcsu.continuinghealthcare@nhs.net</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**

**Please refer to Schedule 4 - Local Quality Requirements and the LLR Serious Incident Policy**

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **F. Provider Data Processing Agreement**

**Not Applicable**

## SCHEDULE 7 – PENSIONS

**Not Applicable**

## **SCHEDULE 8 – TUPE\***

**Not Applicable**

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