

Classification: Official

Publication reference: 00258



NHS Standard Contract 2023/24

Particulars (Shorter Form)

Version 1, March 2023

Contract title / ref:

**North Yorkshire Hospice Care
(Saint Michael's Hospice)**

Ref: C206158

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

Contract Reference	C206158
DATE OF CONTRACT	1 April 2023
SERVICE COMMENCEMENT DATE	1 April 2023
CONTRACT TERM	12 months commencing 1 April 2023
COMMISSIONERS	NHS Humber and North Yorkshire ICB (ODS 42D)
CO-ORDINATING Commissioner <i>See GC10</i>	NHS Humber and North Yorkshire ICB (ODS Q0Q) Health House, Grange Park Lane, Willerby, Hull. HU10 6DT
PROVIDER	North Yorkshire Hospice Care Principal and/or registered office address: Crimple House Hornbeam Park Avenue Harrogate HG2 8NA Company number: 2121179 Registered Charity: 518905

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 (NHS Trusts only)
- 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 (Schedule 3A Intentionally Omitted)

- B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices
- C. Local Prices
- D. Expected Annual Contract Values

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

SCHEDULE 5 – INTENTIONALLY OMITTED

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

- A. Reporting Requirements
- E. 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 Patient Safety
- SC34 End of Life Care
- 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: North Yorkshire Hospice Care (Saint Michael's Hospice)

Contract ref: C206158

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	Mark Bradley Director of Finance, North Yorkshire and York
for and on behalf of	NHS Humber and North Yorkshire Integrated Care Board (ICB) (sig)
Signature	

Signed by	Tony Collins Chief Executive
for and on behalf of	North Yorkshire Hospice Care (sig)
Signature	

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date <i>See GC2.1</i>	1 April 2023
Expected Service Commencement Date <i>See GC3.1</i>	1 April 2023
Longstop Date <i>See GC4.1</i>	30 September 2023
Contract Term	12 months commencing 1 April 2023
Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i>	NO
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. <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>
Continuing Healthcare Services (including continuing care for children) (CHC)	No
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)	No
Patient Transport Services (non-emergency) (PT)	No
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	Tony Collins Email: tcollins@saintmichaelshospice.org Tel: 01423 878184 (Ext: 1230)
Provider's Information Governance Lead	Katie Freear Email: kfreear@saintmichaelshospice.org Tel: 01423 876478
Provider's Data Protection Officer (if required by Data Protection Legislation)	Emily Dobson Email: edobson@saintmichaelshospice.org Tel: 01423 876476 (Ext: 1103)




Provider's Caldicott Guardian	<p>Megan Itson Email: mitson@saintmichaelshospice.org Tel: 01423 878183 (Ext: 2090)</p> <p>Deputy: Dr Jenny Smith Email: jennysmith@saintmichaelshospice.org Tel: 01423 876089 (Ext: 1234)</p>
Provider's Senior Information Risk Owner	<p>Emily Dobson Email: edobson@saintmichaelshospice.org Tel: 01423 876476 (Ext: 1103)</p>
Provider's Accountable Emergency Officer	<p>Emily Dobson Email: edobson@saintmichaelshospice.org Tel: 01423 876476 (Ext: 1103)</p>
Provider's Safeguarding Lead (children) / named professional for safeguarding children	<p>Megan Itson Email: mitson@saintmichaelshospice.org Tel: 01423 878183 (Ext: 2090)</p>
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	<p>Megan Itson Email: mitson@saintmichaelshospice.org Tel: 01423 878183 (Ext: 2090)</p>
Provider's Child Sexual Abuse and Exploitation Lead	<p>Jenna Collins Email: jcollins@justb.org.uk Tel: 07580 279857</p>
Provider's Mental Capacity and Liberty Protection Safeguards Lead	<p>Dr Jenny Smith Email: jennysmith@saintmichaelshospice.org Tel: 01423 876089 (Ext: 1234)</p>
Provider's Freedom To Speak Up Guardian(s)	<p>Megan Itson Email: mitson@saintmichaelshospice.org Tel: 01423 878183 (Ext: 2090)</p>
CONTRACT MANAGEMENT	
<p>Addresses for service of Notices</p> <p>See GC36</p>	<p>Co-ordinating Commissioner: NHS Humber and North Yorkshire Integrated Care Board (ICB)</p> <p>Name: Mark Bradley, Place Based Finance Director (North Yorkshire and York) Address: Health House, Grange Park Lane, Willerby, Hull. HU10 6DT Email: mark.bradley7@nhs.net</p> <p>Provider: North Yorkshire Hospice Care Address: Crimple House, Hornbeam Park Avenue, Harrogate, HG2 8NA Email: tcollins@saintmichaelshospice.org</p>

Commissioner Representative(s) <i>See GC10.2</i>	Rachael Nice Address: York Health and Care Partnership, West Offices, Station Rise, York, YO1 6GA Email: rachael.nice@nhs.net Tel: 07702 657459
Provider Representative <i>See GC10.2</i>	Tony Collins Address: Crimple House Hornbeam Park Avenue Harrogate HG2 8NA Email: tcollins@saintmichaelshospice.org Tel: 01423 878184

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
	 Employers Liability Certificate 23-24.pdf
	 To Whom It May Concern Letter 2023 ii
2.	Evidence of CQC registration (where required)
	 CQC TC (002) Cert of Registration provider

C. Extension of Contract Term

NOT APPLICABLE.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Lymphoedema	 Lymphoedema Service Specification (
FastTrack	[Under review – Contract Variation to be actioned in-year to replace]  St Michael's Hospice - EoLC Service Specifi
Pharmacy	 St Michael's Hospice - Pharmaceutical Supj

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

NOT APPLICABLE

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Based on an operational capacity of 28.5 hours per day and will be monitored / reviewed on a quarterly basis. The service will aim to deliver a 70:30 split between care and travel time which will be monitored monthly.

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures



G1c Conducting Investigations CUR.pd



G1a Non-clinical Incidents Near Misses



G1 Clinical Incidents Reporting and Manag



G4 NYHC Complaints Policy.pdf



CP4 Management of Medications CUR.pdf

Business Continuity Plan



Overview of North Yorkshire Hospice Car







NYHC Business Continuity Plan 2022.d

J. Transfer of and Discharge from Care Protocols



CPR1 Discharge.pdf

K. Safeguarding Policies and Mental Capacity Act Policies

NHS HNY ICB Safeguarding Adults Policy	 ICB-Safeguarding-Adults-Policy (v.01 Oct 2)
NHS HNY ICB Safeguarding Children Policy	 ICB-Safeguarding-Children-Policy (v.01 July)
Provider Policies	
Safeguarding & Safety Policy	 SGPP1 Safeguarding Adults APR.pdf
Safeguarding Policy - Children	 SGPP2 Safeguarding Children.pdf

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Not Applicable

C. Local Prices

Fast Track Services

£22.47 per hour for care provided and travel to, from and in between care provision. This excludes up to the first twenty minutes* of each run** and up to the last twenty minutes* of each run**

All mileage is charged at 45p per mile.

* If the journey to the first appointment is less than 20 minutes, we would not charge anything for that journey. If the first journey is more than 20 minutes, we would charge the time over and above 20 minutes. The same principle would apply for the final journey of the run.

**A run is defined as a set of visits given to an HCA in a day. This is designed to maximise effectiveness of time use and minimise travel costs.

D. Expected Annual Contract Values

Activity Based/Cost per Case Contract.

Activity will be delivered in accordance with the local prices provided in Schedule 3C.

Chargeable activity for 2023/24 should not exceed:

Lymphoedema - £74,097

Fast Track - £285,821

Pharmacy is paid on a pass-through basis (indicative annual value £94,473 and reconciled quarterly).

Payment of Invoices

Invoicing will be on a quarterly basis.

Reference numbers for invoice:

North Yorkshire 'Place' – XXZIQMNY

Address for invoices:

NHS HUMBER & NORTH YORKSHIRE ICB

QQQ PAYABLES M835

PO BOX 312,

LEEDS,

WEST YORKSHIRE


LS11 1HP

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
<u>Lymphoedema</u>			
All patients to have a care plan	100%	Quarterly Performance Report	
Patient numbers to be collected at HaRD GP practice level.	100%	Quarterly Performance Report	
Urgent patients to be seen within 2 weeks of referral	100%	Quarterly Performance Report	
Non urgent patients to be seen within 8 - 12 weeks of receipt of referral.	95%	Quarterly Performance Report	
<u>FastTrack</u>			
Provider to be able to deliver up to 28.5 hours per day	80%	Quarterly Performance Report	
The service will aim to deliver a 70:30 split between care and travel time.	Care time >70%	Monthly Report	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the Schedule of Approved Collections published 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	As set out in relevant Guidance
National Requirements Reported Locally			
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 SC36.11</i>) <ul style="list-style-type: none"> • Number of patients rejected: <ul style="list-style-type: none"> ○ Reason (capacity / patient choice) ○ Provider of care • Number of patients accepted: <ul style="list-style-type: none"> ○ Secured within gold time frame (2hrs) ○ Secured within silver time frame 6hrs) • Number of care hours and cost per patient • Number of travel hours and cost per visit • Mileage and cost per visit • Total number of visits • Number of packages ended 	Monthly	Monthly Report Format to be agreed with Commissioner	All reports to be sent via email to: hnyicb-voy.contracting@nhs.net By 15 th of the month
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	Quarterly	Quarterly Report Example:  Quarterly Quality Report NYHC 23-24.xl	All reports to be sent via email to: hnyicb-voy.contracting@nhs.net

NHS Standard Contract 2023/24

	Reporting Period	Format of Report	Timing and Method for delivery of Report
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	Quarterly Report	All reports to be sent via email to: hnyicb-voy.contracting@nhs.net
4. Summary report of all incidents requiring reporting	Quarterly	Quarterly Report	All reports to be sent via email to: hnyicb-voy.contracting@nhs.net
Local Requirements Reported Locally			
n/a			The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

Not Applicable

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 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.*

NHS England
Wellington House
133-155 Waterloo Road
London
SE1 8UG

Contact: england.contractshelp@nhs.net

This publication can be made available in a number of alternative formats on request

© NHS England March 2023 | PRN00258