APPENDIX 1

Access to Nursing Beds Block Contract

Memorandum of Understanding (MoU)

Between

London Borough of Waltham Forest

And

NHS Waltham Forest Clinical Commissioning Group

FINAL: Dated dd/mm/yyyy
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<td>N/A</td>
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<td>5th April 2019</td>
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1. THE PARTIES

1.1 The Parties to this Memorandum of Understanding (MoU) are:

A. London Borough of Waltham Forest, Town Hall, Forest Road, Walthamstow, London, E17 4JF

B. NHS Waltham Forest Clinical Commissioning Group, Kirkdale House, 7 Kirkdale Road, Leytonstone, London, E11 1HP

2. PURPOSE

2.1. Waltham Forest Council and Waltham Forest Clinical Commissioning Group (WFCCG) are working in partnership to improve the quality and capacity of services that respond to both the health and social care needs of residents across the borough. In particular, both organisations work collaboratively to address significant deficits in service capacity on which both are dependent. Nursing bed capacity is one such service area for which there is insufficient in-borough capacity available at affordable rates.

2.2. This MoU has been developed in order to secure access by Waltham Forest Council to a contract for 34 nursing beds that Waltham Forest CCG has put in place with HC-One (The Provider) at Forest Lodge, Bisterne Avenue (The Care Home)

2.3. The MoU is intended to ensure that access, cost and risk associated with the contract are equitably shared between the Council and the CCG.

2.4. Nothing in this MoU impacts on the statutory duties and responsibilities of the parties or to their reporting responsibilities and their separate accountabilities.

2.5. The parties to this agreement enter into the agreement intending to honour all of their obligations and to work collaboratively to resolve issues as they arise.

3. INTRODUCTION

3.1. Through joint agreement between the Council and the CCG to resolving the in-borough deficit of affordable nursing beds collaboratively, a Market Development and Commissioning (MD&C) work stream was established under the Community Services Integrated Care System in 2017.

3.2. It was agreed that the CCG would be the lead contractor with HC-One for access to a block contract comprised of 34 of the 45 beds at a fixed rate. This MoU will provide the platform upon which the Council will be responsible for 50% of the block contract capacity under the terms and conditions set out in the contract between NHS WFCCG and the provider.

3.3. This MoU forms the agreement by which all costs, risks and benefits relating to the contract will be equitably shared between the CCG and the Council.

3.4. The parties accept and agree that further changes may be required to the terms of this MoU by mutual agreement.
4. THE PROPOSAL

4.1. The MoU applies to only the commissioning of the 34 nursing bed block contract with HC-One at Forest Lodge, Bisterne Avenue, Walthamstow, E17.

4.2. Parties to this MoU, by giving their signed agreement to it, place an expectation on officers in both the Council and the CCG responsible for nursing placements to ensure that occupancy levels against the contract are maximised, and voids minimised in order to ensure best value. Both the Council and the CCG agree to ensure that, whilst there is a nominal equal division of capacity between the two organisations, each partner is responsible for the level of activity for their capacity and may choose by written mutual agreement utilise the other parties capacity. These steps can include (but are not limited to):

- The use of available capacity for short term interventions (maximum of 6 weeks) such as discharge without prejudice (discharge to assess), or respite;

4.3. It is intended that this MoU, and the contract to which it relates, will lead to tangible benefits for Waltham Forest in terms of:

- Improving DTOC.
- Reducing the volume of out of borough placements.

4.4. The brokerage / placement teams for both the CCG and the Council will be independently responsible for ensuring that best use is made of the capacity within the contract for their respective areas, and that void levels are minimised at all times.

5. PERIOD OF OPERATION

5.1. This MoU will commence on the date of signature by the parties to it or the date of the contract with the provider if later. The implementation of the agreement will span the five year contract period between the CCG and The Provider. An extension to this Agreement may be granted or entered into at any time during the period of operation by agreement of the parties to this MoU.

5.2. Either party may terminate this relationship by giving at least 12-months’ notice in writing. However, if the MOU or contract with the provider ends due to notice by either partner, the costs for the patients in the individual commissioned beds will be the responsibility of the individual commissioner. Eg: if LBWF give notice to WFCCG then WFCCG will not be financially responsible for patients under the responsibility of LBWF.

5.3. Exit from the contract(s) with the care home provider(s), will be a matter for the parties to this MoU as part of the contracting management process.

6. PRINCIPLES OF COLLABORATION
6.1. This MoU is designed to provide a commitment to a shared access for the nursing bed contract held by the CCG.

6.2. To maximise the success of this integrated model of working, these partners have agreed the following principles:

- Ensure transparency of information relating to the contracted services, and related activity;
- Develop ways of working which promote trust and respect for the work of partners;
- Provide clarity of risk and mitigation: Recognising the risk to respective organisations;
- Maximise value for money across the contract as a whole, which is a joint responsibility.

7. GOVERNANCE AND ACCOUNTABILITY

7.1. Strategic direction, management and accountability for the contract will be through the Integrated Commissioning Joint Management Team.

7.2. Parties to this MoU have an understanding that accountability for; commissioning, contracting and monitoring the care home is a shared responsibility between the London Borough of Waltham Forest and Waltham Forest CCG, however the CCG as the contract holder has to be able to evidence that it meets its statutory responsibilities for contracting and appropriate use of the National Standard Contract.

8. COMMISSIONING RESPONSIBILITIES

8.1. For the purposes of this MoU, Waltham Forest CCG will commission and procure, on behalf of the Council and the CCG, 34 beds from the Provider,

8.2. Through the Integrated Commissioning Joint Management Committee, the CCG commissioners will ensure that the specifications for the services be provided, the contract for supply and the contracted rates per bed per week, meet the expectations of the parties to this Agreement.

8.3. The CCG contract management teams will be responsible for ensuring that the provider is fully informed of the outputs and outcomes to be delivered to service users, and that their performance is closely monitored.

8.4. As the CCG is contracting for these services the contract form will be based on the NHS Standard Contract, to provide quality assurance, reflect local circumstances, and to meet the needs of both the Council and the CCG as joint commissioners.

8.5. The provider will be required to sign the usual individual placement agreements for each placement made against the commissioned capacity in line with usual practice.

9. THE IDENTIFIED PROVIDER, THE COSTING MODEL AND FUNDING ARRANGEMENTS
9.1. Costs will be met by both parties through their existing budgets. Eligibility for Funded Nursing Care (FNC) will remain unchanged within the scope of this service and apply to those patients that meet the criteria.

9.2. By signing this MoU, both parties are in agreement that costs for the service will be incurred by each party according to the commitment to the provider through the CCG held contract. The division of costs and mechanism for that division is detailed within this MOU.

9.3. Each partner commits to funding 50% of the commissioned activity, including any voids costs for the difference between usage and 50% capacity. Unless 9.4 applies.

9.4. Levels of bed occupancy over the 50% contract capacity by any one party in any given period will reduce the void liability to the other party and will be settled on a quarterly basis.

9.5. WFCCG will process monthly invoices to the provider, as per the contract terms and conditions, and LBWF commit to reimbursing the CCG on a quarterly basis for 50% of the contract value.

9.6. Over usage of 50% will be tracked quarterly and settled on an annual basis.

10. Operational management

10.1. The default systems and processes for contract monitoring and management will be those of Waltham Forest CCG as the lead contractor with the provider.

10.2. Any concerns, risks or issues identified through contract monitoring processes are to be brought to the attention of both organisations.

10.3. Both the Council and the CCG are responsible for ensuring that their respective placement and brokerage services are aware of this agreement, and of their responsibilities in making best use of the service capacity and minimising voids.

11. Remuneration

11.1. Appendix 1 details the remuneration agreement that forms a constituent part of this MoU.

SIGNED BY:
APPENDIX 1 - Outline of contract recharge arrangement

The CCG and LBWF will pay for their individual placements within the 34-bed block contract; this is regardless of the number of placements by each provider. i.e. if the LA have 20 placements and the CCG have 14 placements.

The default position will be an evenly split cost of 50% of the contract cost.

The recharge will be managed on a monthly basis using the following calculation:

- The capacity used through placements will be charged at the rate of £125 per bed day used (7x £125 = £875 per week) for the CCG placements.

- Local authority placements will be charged at a rate of £102.41 per bed day to the local authority, and £22.59 to the CCG where the patient is eligible and agreed as meeting the criteria for FNC (Funded Nursing Care).

- Where FNC is not agreed the charge to the local authority will be the same as the CCG i.e. £125 per bed day used.

- Void costs will be charged at the rate of 50% of the total capacity for the month, minus actual usage. Any usage by either agency over their 50% nominal capacity will offset the void liability of the other partner.