

Discharge to Assess Project April 2014 – March 2015

Memorandum of Understanding (MOU)

Between

Warwickshire County Council People Group

South Warwickshire Clinical Commissioning Group

And

South Warwickshire Foundation Trust

FINAL: Dated 19th June 2014

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V1	Draft MoU			22 nd May 2013
V2	Amendments to draft			15 th June 2013
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V4	Amendments to draft	To reflect extension of pilot phase from November 4 th 2013 to 31 st March 2014		07 th Jan 2014
V5	Amendments to final MOU	To reflect extension of pilot phase from April 2014 to end or March 2015		19 th June 2014

1. THE PARTIES

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

A.

B.

C.....

2. PURPOSE

2.1. Warwickshire County Council and South Warwickshire Clinical Commissioning Group are working in partnership to share resources and risks to deliver improved outcomes for patients discharged from South Warwickshire Foundation Trust, Warwick Hospital, through the design and implementation of clinical pathways which deliver appropriate care and support in commissioned settings within the community.

2.2. The project is intended to ensure clinical and nursing resources, social care support and a developed market in the provision of nursing, residential, intermediate care reablement and domiciliary care, can be jointly commissioned to deliver improved outcomes for patients. This in turn will result in a more efficient use of resources across the local health and social care economy. The outcomes are intended to be; to meet rising demand from an increasing ageing population as well as to yield efficiency savings in acute services which can be reinvested in community based care and support.

2.3. This Memorandum defines the circumstances under which Warwickshire County Council and South Warwickshire Clinical Commissioning Group, will work together as joint commissioners of social care and health services, with South Warwickshire Foundation Trust as the provider of acute hospital services and community services. The Memorandum also describes how the relationship between the commissioning parties and the provider party will be managed.

2.4. Nothing in this Memorandum impacts on the statutory duties and responsibilities of the parties or to their reporting responsibilities and their separate accountabilities. This Memorandum does not place additional legal responsibilities on any party, nor does it imply any transfer of responsibility between the parties except between Warwickshire County Council and South Warwickshire Clinical Commissioning Group in terms of the transfer of resources and agreement to joint commissioning and procurement detailed in a s256 agreement.

2.5. Warwickshire County Council, South Warwickshire Clinical Commissioning Group and South Warwickshire Foundation Trust all warrant that they have the power to enter into this Memorandum of Understanding through it being formally signed by:

- For Warwickshire County Council –
- For South Warwickshire Clinical Commissioning Group –
- For South Warwickshire Foundation Trust –

2.6. 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 to a Project Initiation Document in August 2012, Warwickshire County Council through its People Group, and South Warwickshire Clinical Commissioning Group, as the commissioning bodies and budget holders, have agreed with South Warwickshire Foundation Trust, to design and deliver a project called "Discharge to Assess", known as "D2A". D2A built on the shared purpose of implementing a complete discharge to assess pathway as part of a vision to develop and deliver aligned care across Warwickshire.

3.2. Warwickshire County Council and South Warwickshire Clinical Commissioning Group will continue to commit to delivering high quality collaborative services and to recognise the relationship with South Warwickshire Foundation Trust as a key provider and partner in this project.

3.3. This Memorandum Of Understanding, will provide the platform upon which it is intended to develop longer term relationship in South Warwickshire, and then across the County, to deliver integrated care and support, and to act as the cornerstone of future opportunities to work in an aligned way. The Memorandum will be kept under regular review to ensure that the D2A is comprehensively evaluated and lessons learnt will be taken into account.

3.4. As this project is evaluated to demonstrate if improved outcomes for patients have been delivered, pressures on acute bed spaces alleviated and cost efficiencies generated to reinvest in community based care and support. A new model of patient care and support will emerge which may become permanent in South Warwickshire and, potentially, across the county.

3.5. The parties accept and agree that further changes may be required to the terms of this Memorandum of Understanding and that the relationship between the parties may change, for a variety of reasons.

4. THE PROPOSAL

4.1. The D2A programme spans the commissioning and procurement of a range of options to meet patient needs following discharge from hospital:

- Pathway 1 – to intermediate care and reablement services provided in their own homes.
- Pathway 2 – to residential care within the independent and voluntary sectors.
- Pathway 3 – to nursing care within the independent and voluntary sectors.

4.2. This MOU specifically relates to services to be made available to patients who meet the criteria within Pathway 2 and Pathway 3 (however the emphasis will be on pathway 3) via beds within the independent sector. There is an expectation that all stakeholders will operate within the framework set by the pathways.

- 4.3. South Warwickshire Clinical Commissioning Group and Warwickshire County Council and South Warwickshire Foundation Trust has supported the project to continue until March 2015. The provision of beds within the 3 care homes is identified to a total of 30.
- 4.4. Parties to this Memorandum of Understanding, by giving their signed agreement to it, place an expectation on commissioners, the care home(s) and members of the Multidisciplinary Team, which will include the Acute Discharge Coordinator Team. The focus will be on a short term period for assessment and reablement with an emphasis at the earliest stage that the assessment process is shaped to describe the most appropriate care arrangements and funding beyond the 6 week period. The specification and contract with the care home(s) will emphasise a cultural change required within their staff teams, which will support the work done by the Discharge Coordinator Team in the Acute Hospital, to continually focus on the next step.
- 4.5. It is intended that this project will lead to tangible benefits for South Warwickshire Foundation Trust in terms of:
- Improving and therefore decreasing acute bed occupancy.
 - Improving delayed transfers of care.
 - Meeting target flow and length of stay measures.
 - Reduce hospital mortality.
- 4.6. In addition, successfully implementing D2A will reduce whole system costs of care to patients. It will provide a clear framework within which costs of care can be allocated to the commissioning parties post discharge. It will provide greater stability to placements on discharge, potentially reducing demands on primary care and on social care.
- 4.7. It is intended that D2A continues to evaluate the requirement for a joint approach across health and social care to improve the management of both costs and quality in the provision of nursing, residential and domiciliary care. This will inform the future model of care for the health and social care economy in Warwickshire, in a bid to find ways to manage demand, flow and the quality of outcomes for patients.
- 4.8. The GP agreement to transfer will be given within contracted hours but the date and time of transfer will be dependent on the pressure on beds in the Acute Hospital, the capacity of the care home(s) and the needs and wishes of patients. Patients will not be transferred to a care home out of core office hours.
- 4.9. Warwickshire County Council will ensure that where appropriate the Home from Hospital Service, currently provided through Age UK, will support patients to transfer back home.

5. PERIOD OF OPERATION

- 5.1. An extension to this Memorandum of Understanding agreement has been granted for a 12 month period from April 2014 to March 2015.
- 5.2. Either party may terminate this relationship by giving at least 3 months' notice in writing for any general issues. However if there are any breaches related to the spirit of the Memorandum then a shorter notice period of 2 months can be given by either party.

5.3. Exit from the contract(s) with the care home provider(s), will be a matter for the Warwickshire County Councils Commissioners understanding, in light of any review of performance either through the D2A Programme Board, or through established joint procedures, through the Service Escalation Panel, or through established safeguarding arrangements.

6. PRINCIPLES OF COLLABORATION

6.1. This Memorandum of Understanding is designed to provide a high level commitment to a single vision and collaborative working for Warwickshire County Council, South Warwickshire Clinical Commissioning Group and South Warwickshire Foundation Trust.

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

- Ensure access and transparency of information relating to services, activity and budgets.
- Develop and use a common understanding and language which is understood by partners.
- Develop ways of working which promote trust and respect for the work of partners.
- Ensure objectivity and fairness: Doing what is best for the customer.
- Recognise that this model is across the health and social care economy and therefore the benefits need to be felt by all partners. Ensuring clarity of anticipated benefits – and monitoring whether these are achieved.
- Provide clarity of risk and mitigation: Recognising the risk to respective organisations.
- Maximise value for money across the system as a whole.
- Ensure clarity of benefits across the system and monitoring whether this is achieved.

7. GOVERNANCE AND ACCOUNTABILITY

7.1. Strategic direction, management and accountability for D2A, will be jointly and severally agreed by the parties to this agreement and through the D2A Programme Board. Officers with operational leadership are those identified within the terms of reference of the D2A Programme Board which has clear, delegated executive leadership and accountability for this pilot. That accountability is exercised to the Council, the South Warwickshire Clinical Commissioning Group Executive Board and to the South Warwickshire Foundation Trust through the D2A Programme Board.

7.2. Parties to this Memorandum of Agreement have an understanding that accountability for; commissioning, contracting and monitoring the care home providers rests with Warwickshire County Council. Medical care provided by the GP practices will also rest with Warwickshire County Council. Safe discharge and transfer of patients and therapeutic input and case management rests with South Warwickshire Foundation Trust.

7.3. The weekly Multi-Disciplinary Meeting that takes place within South Warwickshire Foundation Trust is managed by the Discharge Coordinators, who, with others input will make the decision regarding a patient's discharge into a D2A bed.

- 7.4. The weekly Multi-Disciplinary Meeting that takes place within the D2A Care Home is managed by the Care Home Manager and the D2A contracted GP.
- 7.5. The membership of the D2A Programme Board, agreed by those parties to which this Memorandum of Understanding applies, includes representation from each of those parties, together with representation from the other two Clinical Commissioning Groups within Warwickshire.
- 7.6. Planning the D2A project, recommending courses of action for delivery, management of its implementation and monitoring and evaluating outcomes, are functions delegated by the Board to an Implementation Group. This Group draws its membership from both health and social care, with clear terms of reference which are kept under review by the D2A Programme Board. The Group is jointly chaired by senior officers from both health and social care agencies, and holds itself accountable to the D2A Programme Board.
- 7.7. The D2A Programme Board has overall responsibility for the full delivery of the project and will be responsible for ensuring that the appropriate controls are in place to effectively monitor and evaluate the delivery and its impact and effectiveness. The monitoring and evaluation are then matters which will be reported to each agency.

8. COMMISSIONING RESPONSIBILITIES

- 8.1. Warwickshire County Council People Group Strategic Commissioning Business Unit will commission and procure an ongoing bed provision of 30. The identification of these sites and the procurement of service from them have been jointly agreed by the parties to this agreement.
- 8.2. Warwickshire County Council People Group Strategic Commissioning Business Unit will commission and procure the GP provision to the three care homes.
- 8.3. Through the D2A Programme Board, the People Group Strategic Commissioning Business Unit working with South Warwickshire Clinical Commissioning Group, will ensure that the specifications for service, the contract for supply and the contracted rates per bed, meet the expectations of the parties to this Agreement, are affordable and that the arrangements to procure them, meet the Council's Contract Standing Orders.
- 8.4. The Strategic Commissioning Business Unit will be responsible for ensuring that the commissioned services within D2A; GP, Care Home and South Warwickshire Foundation Trust are fully informed of the outputs and outcomes to be delivered to patients within D2A project and that their performance is closely monitored.
- 8.5. The Strategic Commissioning Business Unit will provide a quarterly summary of the budget status to South Warwickshire Clinical Commissioning Group, so that spend can be evaluated and monitored.
- 8.6. As the Council is commissioning these services, the Specification for Service and the contract form will be based on the Council's Standard Contract adapted, where necessary, to provide clinical assurance and to meet the needs of the Council as commissioner.

8.7. Usual arrangements will apply in respect of the process for suspension of placements, “placement stop”, or ending the contractual arrangements with care home providers, where there are concerns about the quality and safety of provision of care by the provider, in line with Warwickshire County Council usual practice.

9. THE IDENTIFIED PROVIDER, THE COSTING MODEL AND FUNDING ARRANGEMENTS

Table 1

9.1. Table 1 outlines the funds available for the D2A Project from April 2014 to March 2015. Payment for the D2A beds and GP cover, with the identified provider(s), will be through funding made available to the Council through a S256 agreement with South Warwickshire Clinical Commissioning Group. Accordingly, Warwickshire County Council will be responsible for all invoicing and reimbursement arrangements with the care and GP provider(s) and will take responsibility for negotiating the most favourable rate for care costs in light of the number of beds commissioned and the short term nature of the contract.

9.2. A key element will be the assessment of patients’ entitlement to Continuing Health Care. Subsequent to a decision that patients are not entitled to Continuing Health Care, and were there to be circumstances where customers were not able to move on from the care home at the end of the 6 week episode of care, escalation to the Head of Service for Warwickshire County Council Social Care & Support should take place.

9.3. It is recognised that funding for 1 to 1 support may be required for a patient within the care home. Warwickshire County Council will process invoices from the care homes using the budgetary amount available of £. Once these funds have been exhausted, invoices will be sent directly to the Clinical Commissioning Group for payment.

9.4. Warwickshire County Council will be responsible for the delivery of services and costs associated with social care reablement services, at point of discharge from the care home(s).

10. THE D2A OPERATING MODEL

- 10.1 The D2A Operating Model is defined and agreed by the D2A Programme Board. All associated documentation, products and key milestones have been defined and approved by the D2A Programme Board.

11. SOUTH WARWICKSHIRE FOUNDATION TRUST

- 11.1 South Warwickshire Foundation Trust is responsible for ensuring appropriate patients are referred into the D2A project, within the criteria set out in Pathway 2 and 3.
- 11.2 South Warwickshire Foundation Trust accepts responsibility for ensuring that all patient medical and personal information is correct at the point of transfer from an acute setting into the care home(s).
- 11.3 All medication and feeds for patients on discharge from hospital are the responsibility of South Warwickshire Foundation Trust at the point of discharge from the Acute Hospital. Medication will be provided for 28 days and feeds for 3 days.
- 11.4 South Warwickshire Foundation Trust will be responsible for arranging transport through the PTS contract (that is commissioned by South Warwickshire Clinical Commissioning Group) and for associated costs, for patients transferring from the Acute Hospital to the care home(s) and then, following the period of assessment, for transport to another nursing or residential care setting, or for them to return to their own home.
- 11.5 The patient information authored by South Warwickshire Foundation Trust, on which legal advice has been given, will be used to support patients and their families at the point that the continuing care assessment is undertaken and the patient and their relatives are clear about whether free nursing care is provided or a financial contribution is required of the patient under the Council's established charging procedures.
- 11.6 South Warwickshire Foundation Trust will be responsible for all costs associated with the agreed therapeutic interventions for each patient within the care homes.
- 11.7 South Warwickshire Foundation Trust will be responsible for providing equipment to the care home for each D2A patient. This includes the provision of continence pads.
- 11.8 South Warwickshire Foundation Trust, will, through their established relationship with the Coventry and Warwickshire Partnership Trust, ensure the appropriate level of Community Psychiatric Nurse support to patients at the care home provider(s) where that is determined and requested by the Discharge Co-ordination Team and the Multidisciplinary Team.
- 11.9 Quarterly D2A contract monitoring meetings will take place hosted by South Warwickshire Clinical Commissioning Group to monitor and evaluate ongoing spend and performance. Meetings will include representatives from Warwickshire County Councils Strategic Commissioning Business Unit.

END OF AGREEMENT

SIGNED BY:

For Warwickshire County Council:

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For South Warwickshire Clinical Commissioning Group:

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For South Warwickshire Foundation Trust:

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