

Fareham and Gosport 
Primary Care Trust

Unit 180, Fareham Reach
166 Fareham Road
Gosport
PO13 OFH

Tel:

Code A

Fax:

Code A

Dr Jordan & Partners
Fareham Health Centre
Osborn Road
Fareham
Hants
PO16 7ER

14th July 2005

Dear Dr Jordan

Ref: The SLA to provide a clinical specialist medical service to the cohort of continuing care patients placed in Nursing Homes following the St Christopher's reprovision strategy.

This letter is to give formal notification from Fareham and Gosport Primary Care Trust that we will not be extending the above SLA beyond the initial one-year contract agreed with you and your partners last September 2004, which ends on 31st August 2005.

May I take this opportunity to thank you and your partners for providing this service so well and so enabling us to move frail elderly patients out of an unsuitable hospital environment so successfully.

Yours sincerely

Rosemary Salmond
General Manager
Adult Community Services

FAREHAM AND GOSPORT PRIMARY CARE TRUST

Service Level Agreement for Dr Jordan & Partners

Contents:

1. Financial Details
2. Signature Sheet
3. Service Aims
4. Service Outline
5. Ongoing Measurement & Review
6. Terms and Conditions

Financial Details

This agreement is to cover the 12 months commencing 1st September 2004. This agreement will be reviewed quarterly.

Hourly role / week:	Face to face contact/patient (average 10mins/patient)	3 hours
	Consultant review	3 hours
	Travel	3 hours

Total hours for all patients in Nursing Homes/week: 9 hours

Contracted 9 hours @ £146/hour = £ 1314.00 per week
= £68,328.00 per year

Prescriptions: The PCT will be responsible for all prescribing costs through the use of FP10 pads.

A contract for one year: September 1st 2004 – August 31st 2005

PAYMENT:

September 1 2004 – November 30 th 2004 notice on current contract	£21,144.85
December 1 2004 – August 31 st 2005	£51,246.00
Total	£72,390.85

In 2004/05 the practice is not to exceed a total expenditure of £72,390.85. This calculation has been based on information provided to the PCT.

Payment will be made quarterly in arrears, commencing October 2004, by cheque to Dr Jordan and Partners on submission of an invoice to Fareham and Gosport PCT c/o Accounts Payable, St James' Hospital, Locksway Road, Portsmouth PO4 8LD.

Payment will only be made upon receipt of practice signature sheet

Signature Sheet

This document constitutes the agreement between the practice and the PCT in regards to this nationally directed enhanced service.

Signature on behalf of the Practice:

Signature	Name	Date
Code A	Dr Barbara Jordan	24/9/04

Signature on behalf of the PCT:

Signature	Name	Date
Code A	Rosemary Salmond Head of Adult Services	01.10.04

Service Aims

1. The specification of this service is designed to cover the enhanced aspects of clinical care of the patient, all of which are beyond the scope of essential services. No part of the specification by commission, omission or implication defines or redefines essential or additional services.
2. The Service described is to provide a clinical specialist medical service to the cohort of continuing care patients who will be placed in Nursing Homes as part of the St Christopher's reprovision strategy.
3. This Service Level Agreement is between Fareham & Gosport PCT and Dr Barbara Jordan and Partners. For the purposes of this document, the provider is the practitioner that takes on the provision of this service.

Service Outline

4. The following pages contain some further guidance from the PCT on expected processes, outcomes and deliverables based on this process¹. On aspiring to this service practices are required to have policies in place for the following criteria:

Direct Service Delivery.

Background

5. As part of the St Christopher's Reprovision, Nursing Home beds will be purchased by the Fareham and Gosport Primary Care Trust for the use of the continuing care patients currently in RosewoodB, Shannon and Dryad wards. It is likely that these beds will be in the 4 Nursing Homes in Fareham and Gosport owned by Namada Healthcare. At this stage it is not known the exact number that will be placed in each home. It is possible that a small number will be spot purchased placements in other homes in order to enable this reprovision to take place as soon as is possible.
6. A Nursing Home support team of 3 nurses (G and 2 Es) has been established to support the homes in the settlement and placement of these patients and will provide a source of expertise to the Homes in the ongoing management of their care. The team will make contact with each home daily.
7. This nursing team will be supported by a clinical specialist service from Dr Jordan and Partners (The Providers).
8. The Practice will be the registered GP for all current continuing care patients in RosewoodB, Shannon and Dryad wards placed in the Namada contracted beds.

¹ Please note that these criteria are nationally determined and are not subject to negotiation.

Arrangements have been made for individuals notes, xrays etc to be held at the relevant Nursing Home.

9. The Clinical Specialist will visit each home at least once a week.
10. The Clinical Specialist will respond to queries from the Nursing Home Nurse support team and will work closely with the nominated consultant geriatrician, Dr Ian Reid.
11. Patients moving to the Nursing Home will be provided with a month's supply of medication. Any future prescription needs will be on specific FP10 pads.
12. Within 2 working days of transfer to the nursing home, the patient will be seen and assessed by the Consultant Nursing Home Nurse Support Team and the Clinical specialist. Ongoing medical management will be provided by the Clinical Specialist in conjunction with the Consultant.
13. Each visit will be documented by the Clinical Specialist in the medical notes. If admission to an acute ward is indicated on clinical grounds, the Provider will liaise with the duty team at the Queen Alexandra Hospital, and arrange for admission under the relevant clinical team. The referring doctor will also inform the named consultant at an appropriate time.
14. Medication prescribed over the telephone, will normally be entered in writing in the appropriate record by the authorising doctor within 24 hours of the verbal advice.
15. Good practice would suggest that wherever possible a faxed copy of medication prescribed should be sent to the Nursing Home following the telephone call.
16. The Providers will be professionally and clinically accountable to the named consultant. In the absence of the named consultant, information and advice can be sought from the consultant's clinical team.
17. The Doctors nominated by the Providers to provide care, should be fully registered with the General Medical Council.
18. The Providers are encouraged to participate in education and audit activities of the department and to contribute to the identification of their educational needs. Funding for training will be available through the LES infrastructure costs and training may also be delivered by the PCT as part of the PCT's In-Practice TARGET initiative.
19. The Providers are to ensure that all staff involved in providing any aspect of care under this scheme, has the necessary training and skills to do so.
20. The Provider is to work together with other professionals involved in the care of this cohort of patients.
21. The provision of care to patients within this SLA will be subject to a quarterly review, initiated by the Provider. The Provider will meet monthly with the Nursing

Home Team, Consultant Geriatrician and Service Manager to review the running of the service and to resolve any issues or concerns.

22. The Providers responsibility under this SLA is during normal working hours only, i.e 8.00am to 6.30pm, Monday to Friday. Outside these hours emergency medical cover is provided by the Portsmouth City Pct OOH Service.

Ongoing Measurement & Review

23. The ongoing measurement is outlined in the various criteria in the previous section. In addition, the Provider is required to agree with the PCT this service specification prior to commencement of the service.

Terms and Conditions

Termination of Service Agreement

24. All parties to this Service Level Agreement may seek to have the SLA terminated. Termination of this SLA must be proceeded by the party concerned giving at least six months in writing of its wish to terminate the Service Level Agreement.

Data Protection

25. The Provider must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and must ensure the reliability of its staff who have access to the data.
25. The Provider must indemnify the PCT against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the Provider, its staff or agents.
26. "Personal data" has the same meaning as in the Data Protection Act 1998, Section 1(3).

Indemnity

27. The providers are covered by the NHS Hospital and Community Services Indemnity against claims of medical negligence arising from commitments outlined within this agreement. However, all should have their own Medical Defence Indemnity cover and this will cover work which does not fall within the scope of the Trust Indemnity for NHS Trust clinical negligence.
28. The Providers shall indemnify the PCT against any liability, loss or claim in respect of any damage to property or any injury to a person including injury resulting in death where the Provider is so liable.

29. The Provider shall indemnify the PCT against any claim from a patient, or other person on behalf of a patient, arising from the provision of the service where the Provider is so liable.

Force Majeure

30. Neither the Provider or the PCT shall be liable for delay or failure to perform the obligations of the Service Level Agreement, if this was due to circumstances which could not reasonably have been foreseen, for example, an Act of God, Government Act or industrial dispute. In the event of delay the PCT shall have the right to make alternative arrangements for the provision of services as specified in the Service Level Agreement, subject to the future viability of the Provider, and all parties to this Service Level Agreement shall have the right to re-negotiate the terms of this Service Level Agreement. In most exceptional circumstances all parties may have to set the Service Level Agreement aside in either whole or part.

PROCEDURE TO RESOLVE GRIEVANCES BETWEEN DR JORDAN AND PARTNERS AND FAREHAM AND GOSPORT PRIMARY CARE TRUST CONCERNING THE CARE OF THIS COHORT OF PATIENTS PLACED IN NURSING HOMES

31. Should the grievances relate to the provision of the services set out in the contract, they are entitled to discuss this with the consultants to whom they are clinically responsible for the medical care of the patients or, if appropriate, the Operational Director of Fareham and Gosport PCT. If the grievance cannot be settled informally as set out in paragraph 1, the grievance will be set out in writing by the side with the grievance. If this does not resolve the problem, a member of the Practice with a representative of the Local Medical Committee will meet with a member of Fareham and Gosport PCT to resolve the issue.
32. In the event of no agreements being reached between the parties - they can:-
- i) Agree to binding arbitration submitting evidence to the Secretary of the Local Law Society for adjudication.
 - ii) If either side cannot accept the procedure binding arbitration, a notice period of one month should be given to end the contract.

FAREHAM AND GOSPORT PRIMARY CARE TRUST Enhanced Care to Elderly Medicine/Elderly Mental Health Beds in Gosport War Memorial

Service Level Agreement for Dr Peter Beasley, Dr Michael Brigg, Dr Donal Collins, Dr John Grocock and Dr Stuart Morgan (The Providers)»

Contents:

1. Financial Details
2. Signature Sheet
3. Service Aims
4. Service Outline
5. Ongoing Measurement & Review
6. Terms and Conditions



Financial Details

This agreement is to cover the 12 months commencing 1 October 2004. This agreement shall be reviewed annually.

This service will be priced dependent on the provision of an out of hours cover, Saturday ward rounds and Bank Holiday Ward rounds, to include Christmas and Easter Holidays. On agreeing a service plan with the PCT for the 12 months commencing 1 October 2004 the Providers will receive:

- £15,000 for out of hours cover (1700-1830, 0800-0900)
- £24,000 for Saturday Ward Rounds (0800 –1200)
- £8,000 for Bank Holiday Ward Rounds

In the first year the practice is not to exceed a total expenditure of **£47,000**. This calculation has been based on information provided to the PCT by the Providers.

Payment will be made monthly in arrears, commencing October 2004, by cheque to the Gosport In-patient Out of Hours Service Account on submission of an invoice to Fareham and Gosport PCT c/o Accounts Payable, St James' Hospital, Locksway Road, Portsmouth PO4 8LD.

Payment will only be made upon receipt of practice signature sheet

Signature Sheet

This document constitutes the agreement between the practice and the PCT in regards to this out of hours, Saturday morning and Bank Holiday Service.

Signature on behalf of the Providers:

Signature	Name	Date
Code A	Dr SRE Morgan	25.09.04

Signature on behalf of the PCT:

Signature	Name	Date
Code A	Rosemary Salmond Head of Adult Services	20.09.04.

Service Aims

1. The specification of this service is designed to cover the enhanced aspects of clinical care of the patient, all of which are beyond the scope of essential services. No part of the specification by commission, omission or implication defines or redefines essential or additional services.
2. The Service described is to provide, to the Wards at Gosport War Memorial Hospital, medical cover outside normal working hours up to the Out of Hours Cover already purchased by the PCT and to provide Saturday morning and Bank Holiday ward rounds. The outside of normal working hours medical cover will also be provided to Redcliffe Annex and a visit provided on request. It is not expected that the providers will undertake clerking of any new patients except in exceptional circumstances on the request of the Consultant.
1. This Service Level Agreement is between Fareham & Gosport PCT and Dr Peter Beasley, Dr Michael Brigg, Dr Donal Collins, Dr John Grocock and Dr Stuart Morgan. For the purposes of this document, the provider is the practitioner that takes on the provision of this service.

Service Outline

4. The following pages contain some further guidance from the PCT on expected processes, outcomes and deliverables based on this process⁴. On aspiring to this the Providers are required to have policies in place for the following criteria:

Direct Service Delivery.

- The Providers will be responsible for medical care of all the patients in Gosport War Memorial Hospital, including Redcliffe Annex, between 1700 and 1830 and 0800 and 0900 week days. Cover will normally be provided by the Providers in a rota system. The duty consultant, or nominee, on call at night may be contacted by dialling the Queen Alexandra Hospital on: 02392 286000 and obtaining the on call consultant's contact number.
- The Providers will provide a Saturday ward round to the Elderly Medicine beds on Daedalus Ward, Sultan Ward and Dryad Ward and the Elderly Mental Health Beds on Collingwood and Ark Royal wards.
- Each visit will be documented by the medical practitioner in the medical notes. If admission to an acute ward is indicated on clinical grounds, the Provider will liaise with the duty team at the Queen Alexander's Hospital, and arrange for admission under the relevant clinical team. The referring doctor will also inform the named consultant at an appropriate time.
- Medication prescribed over the telephone will normally be entered in writing in the appropriate record by the authorising doctor with 24 hours of the verbal advice.

- Good practice would suggest that wherever possible a faxed copy of medication prescribed should be sent to the ward following the telephone call.
- The Providers will be professionally and clinically accountable to the named consultant in the absence of the named consultant, information and advice can be sought from the consultant's clinical team.
- The Providers are encouraged to participate in education and audit activities of the department and to contribute to the identification of their educational needs. Funding for training will be available through the LES infrastructure costs and training may also be delivered by the PCT as part of the PCT's In-Practice TARGET initiative.
- The Providers are to ensure that all staff involved in providing any aspect of care under this scheme has the necessary training and skills to do so.
- The Provider is to work together with other professionals involved in the care of the in-patients.
- The provision of care to patients within this SLA will be subject to an annual review, initiated by the Provider.
- Quarterly meetings with the Providers and Service Managers will be arranged to discuss any issues or concerns.

Ongoing Measurement & Review

5. The ongoing measurement is outlined in the various criteria in the previous section. In addition the Provider is required to agree with the PCT this service specification prior to commencement of the service and is also to agree that this service is to be reviewed annually by both the practice and the PCT.

Terms and Conditions

Termination of Service Agreement

6. All parties to this Service Level Agreement may seek to have the SLA terminated. Termination of this SLA must be proceeded by the party concerned giving at least six months in writing of its wish to terminate the Service Level Agreement.

Data Protection

7. The Provider must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and must ensure the reliability of its staff who have access to the data.
8. The Provider must indemnify the PCT against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or

brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the Provider, its staff or agents.

9. "Personal data" has the same meaning as in the Data Protection Act 1998, Section 1(3).

Indemnity

10. The Providers shall indemnify the PCT against any liability, loss or claim in respect of any damage to property or any injury to a person including injury resulting in death where the Provider is so liable.
11. The Provider shall indemnify the PCT against any claim from a patient, or other person on behalf of a patient, arising from the provision of the service where the Provider is so liable.

Force Majeure

12. Neither the Provider or the PCT shall be liable for delay or failure to perform the obligations of the Service Level Agreement, if this was due to circumstances which could not reasonably have been foreseen, for example, an Act of God, Government Act or industrial dispute. In the event of delay the PCT shall have the right to make alternative arrangements for the provision of services as specified in the Service Level Agreement, subject to the future viability of the Provider, and all parties to this Service Level Agreement shall have the right to re-negotiate the terms of this Service Level Agreement. In most exceptional circumstances all parties may have to set the Service Level Agreement aside in either whole or part.

13. PROCEDURE TO RESOLVE GRIEVANCES BETWEEN DR PETER BEASLEY, DR MICHAEL BRIGG, DR DONAL COLLINS, DR JOHN GROCOCK AND DR STUART MORGAN AND FAREHAM AND GOSPORT PRIMARY CARE TRUST CONCERNING THE CARE OF PATIENTS AT GOSPORT WAR MEMORIAL HOSPITAL

Should the grievances related to the provision of the services set out in the contract, they are entitled to discuss this with the consultants to whom they are clinically responsible for the medical care of the patients or, if appropriate, the Operational Director of Fareham and Gosport PCT. If the grievance cannot be settled informally as set out in paragraph 1, the grievance will be set out in writing by the side with the grievance. If this does not resolve the problem, a member of the Practice with a representative of the Local Medical Committee will meet with a member of Fareham and Gosport PCT to resolve the issue.

In the event of no agreements being reached between the parties - they can:-

- i) Agree to binding arbitration submitting evidence to the Secretary of the Local Law Society for adjudication.
- ii) If either side cannot accept the procedure binding arbitration, a notice period of one month should be given to end the contract.