

**NHS England
Custodial Health Services
Overarching Contract
2013/14**

Guidance



NHS England INFORMATION READER BOX**Directorate**

Medical	Operations	Patients and Information
Nursing	Policy	Commissioning Development
Finance	Human Resources	

Publications Gateway Reference: 00637

Document Purpose	Resources
Document Name	Custodial Health Services Overarching Contract - Guidance
Author	NHS England Commissioning Development/NHS Standard Contract Team
Publication Date	11 November 2013
Target Audience	NHS England Regional Directors, NHS England Area Directors
Additional Circulation List	
Description	Guidance in relation to template contract for use by NHS England regional teams when commissioning integrated offender healthcare services, which seeks to integrate and co-ordinate activities of individual providers under separate NHS Standard/APMS/GDS/Pharmacy etc contracts
Cross Reference	NHS Standard Contract
Superseded Docs (if applicable)	N/A
Action Required	N/A
Timing / Deadlines (if applicable)	N/A
Contact Details for further information	Alastair Hill Senior Lead/NHS Standard contract 07876 851863 alastair.hill@nhs.net
Document Status	This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled. As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet

NHS England Custodial Health Services Overarching Contract 2013/14

Guidance

First published: November 2013

Updated:

Prepared by NHS Standard Contracts Team

Executive summary

This document contains guidance on the use of the NHS Overarching Contract in securing the integration of primary and secondary care custodial health services by NHS England commissioners.

GUIDANCE NOTES

This guidance should be read in conjunction with guidance issued by NHS England in relation to the NHS Standard Contract (<http://www.england-nhs.uk/nhs-standard-contract/>), offender health commissioning (<http://www.england.nhs.uk/resources/d-com/resources-offender/>), and regulations and guidance in relation to the relevant primary care contracts (<http://www.england.nhs.uk/resources/d-com/resource-primary/>).

Introduction

The NHS Overarching Contract has been prepared for use by NHS England direct commissioners in securing integration of primary and secondary care custodial health services.

This may involve:

- The integration of simultaneously procured primary and secondary care services; or
- The integration of procured primary and/or secondary care services with existing primary and/or secondary care services.

It is not currently permissible to commission all primary care and secondary care services under a single “prime” contract, as the NHS Standard Contract has not been designed to cater for, and does not satisfy the regulatory requirements applicable to, for example, list-based GP services, general dental practice or pharmacies.

NHS England commissioners may nevertheless wish to ensure that the Providers of these individual services, under their individual contracts, work collaboratively to deliver an integrated service. The Overarching Contract is intended to provide a framework under which such an integrated service may be delivered. The Providers agree with the Commissioner, and with each other, to work collaboratively, and how they will do so.

Except where indicated otherwise below the provisions of the Overarching Contract are not mandatory and may be tailored to suit the specific circumstances and requirements of the services to be integrated and the manner in which they are to be or have been procured. **Commissioners should take legal advice when tailoring and completing the Overarching Contract** and generally in considering its use in the context of any specific procurement or commissioning exercise.

In seeking to procure an integrated service, specialist commissioners should consider the Overarching Contract as part of a package with the individual contracts for services. These

should, so far as possible, reflect an alignment of processes, incentives and sanctions directed towards the achievement of the desired outcomes and objectives for the integrated service.

The Overarching Contract may only be used for packages of services for which NHS England is the sole commissioner. This means that it cannot be used for packages of services including those commissioned by CCGs or local authorities.

Parties

The parties to the Overarching Contract should be NHS England, as Commissioner, and each Provider of a service to be integrated. Set out the details of the parties in Schedule 2.

Facilities

The facilities (custodial or otherwise) at which the services are to be delivered should be identified in Schedule 3.

Provider Group Committee (Clause 2, Schedule 4)

The Providers are to establish a Group Committee through which they will make joint decisions and otherwise manage the co-ordinated delivery of the services. Suggested provisions governing the membership of the Group Committee, and how it will conduct meetings and make decisions, are set out in Schedule 4. This also provides for the appointment of a Co-ordinating Provider to co-ordinate the performance by the Providers of their obligations under the Overarching Agreement. The Providers may choose to delegate particular functions (to be set out in Schedules 5 and 9 respectively) relating to those obligations to the Group Committee or to the Co-ordinating Provider. The role of the Co-ordinating Provider may be spelt out in detail in Schedule 9.

Obligations of Each Provider (Clause 3)

Clause 3 requires the Providers to work collaboratively and to co-ordinate in the delivery of their discrete services. Each Provider remains responsible for the delivery of the services commissioned under its own Services Agreement.

Services and Equipment (Clause 4), Transfer and Discharge (Clause 5), Safeguarding (Clause 6), Complaints (Clause 10)

Clause 4 sets out general provisions regarding the services, facilities and equipment. Note that the Overarching Agreement envisages that the Providers will put in place shared and integrated plans covering matters such as business continuity, incident response, transfer and discharge and safeguarding. These should be annexed to the Overarching Agreement.

Quality and Review (Clause 8)

Each Services Contract will contain its own process for quality monitoring and review. Clause 8 seeks to ensure that the Commissioner receives reports on and is able to review performance of the integrated services as a whole package. The Commissioner may wish to assess overall performance against KPIs linked to the degree of collaboration and integration between the providers. These may be set out in Schedule 7.

Liability and Indemnity (Clause 11)

Note the indemnity on the part of each Provider in favour of the Commissioner and each other Provider in relation to its performance under both its own Services Agreement and the Overarching Contract. Consider this when reviewing each Provider's insurance or other indemnity arrangements. These provisions should not be altered locally.

Introducing new Providers (Clause 12)

Note that this clause allows for new Providers to be introduced – ie to become part of the integrated service.

Governance, Transaction Records and Audit (Clause 13)

Commissioners may wish to add provisions here to deal with local governance matters.

Termination (Clause 14)

This sets out the circumstances in which the Overarching Agreement will be terminated in respect of one or all Providers, and the consequences of that. These provisions should not be altered locally, but Commissioners may wish to add further local provisions dealing with the consequences of termination (eg in relation to service handover, patient transfer etc) in clause 15.

Dispute Resolution (Clause 16)

Note that disputes in relation to the Overarching Agreement are to be resolved using the same procedure as applies under the NHS Standard Contract. This provision should not be altered locally.

“Boilerplate” provisions (Clause 17 to 32, Schedule 1)

These provisions largely mirror the corresponding provisions of the NHS Standard Contract and should not be altered locally.

Payment Mechanism (Schedule 8)

Commissioners may set out here provisions agreed locally for the co-ordination of payment and reconciliation for the integrated services – if, for example, the Co-ordinating Provider is to act as a conduit through which payment and reconciliation for all services is to be managed.

Services Development Plan (Annex 4)

Commissioners may include here any plan agreed locally for the development and improvement of the integrated services. This may be particularly useful to address identified issues in relation to services provided by one or more of the Providers before the start of the Overarching Agreement (ie where an incumbent Provider is to be integrated with other incumbent and/or new Providers).

© Crown copyright 2013
First published November 2013
Published in electronic format only.