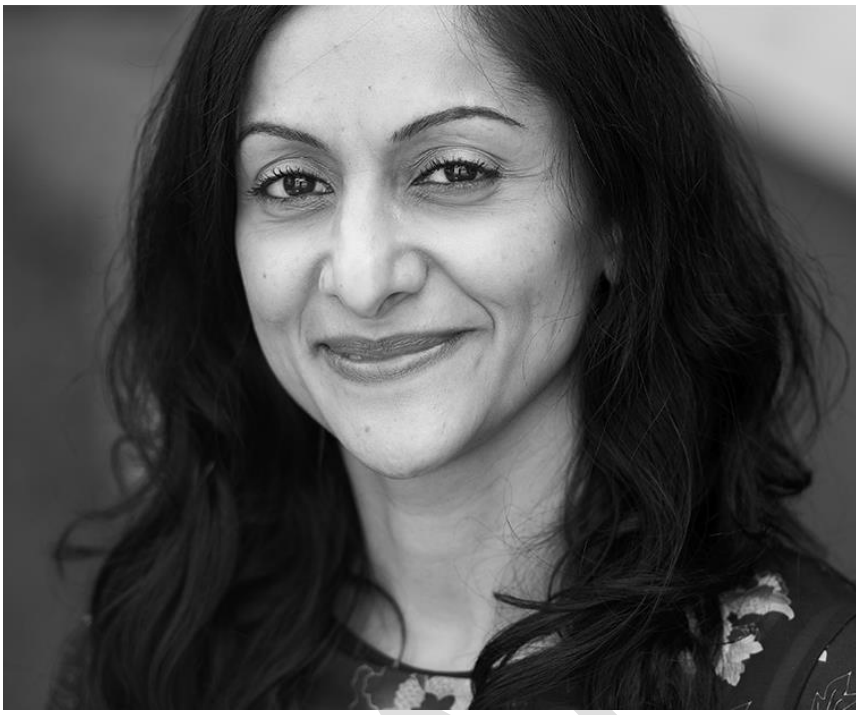

NHS Standard Contract (Accountable Care Models) [(fully integrated)] [(partially integrated)]

2017/18 and 2018/19

Particulars

Contract title/ref:

DRAFT

NHS Standard Contract (Accountable Care Models) 2017/18 and 2018/19
Particulars

First published:

Prepared by: NHS Standard Contract Team
nhscb.contractshelp@nhs.net

Applies to fully integrated model only
Applies to partially integrated model only

NOT FOR USE FOR COMMISSIONING OF SERVICES EXCEPT WITH THE CONSENT OF NHS ENGLAND OBTAINED VIA THE INTEGRATED SUPPORT AND ASSURANCE PROCESS (ISAP)

DRAFT

Publications Gateway Reference: 06512
Document Classification: Official

Comment [DS1]: Note: the contract may need further development to accommodate social care and/or public health services. We intend to engage further with Local Authority colleagues over the coming months to ensure that it is fully fit-for-purpose for such services and LA involvement as a commissioner

Comment [DS2]: This is the part of the Contract which will contain all of the deal-specific detail and locally-developed content, including service specifications, payment arrangements, quality requirements and incentive regimes.

It follows much the same format as the Particulars for the generic NHS Standard Contract, but with some additional model-specific schedules for ACOs.

Comment [DS3]: That is, the Provider is to provide core Primary Medical Services for the entire geographical area which is the subject matter of the contract

Comment [DS4]: That is the Provider is to provide core Primary Medical Services for none of that geographical area. (The majority of primary care medical services requirements nevertheless apply, on the assumption that the Provider will be responsible for GP OOH services).

If the Provider is to provide core Primary Medical Services for some of the ACO area, the text highlighted in blue and green will need to apply, but it will be necessary to distinguish the area/services in respect of which the latter applies.

Contract Reference	

DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	**[ ] years/months commencing [ ] [(or as extended in accordance with Schedule 1C)]**
COMMISSIONERS	**[ ] CCG (ODS [ ])** **[ ] CCG (ODS [ ])** **[ ] CCG (ODS [ ])** **[NHS England]** **[Local Authority]**
CO-ORDINATING COMMISSIONER	**[ ]**
PROVIDER	**[ ] (ODS [ ])** **Principal and/or registered office address:** **[ ]** **[Company number: [ ]**
ASSOCIATE PRACTICES	**[ ]**

Comment [DS5]: But note comment 1 above.

Comment [DS6]: In the context of a partially-integrated model, these are the practices whose patient lists largely define the Population, and with which the Provider is required to integrate.

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PARTICULARS

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- B.1 Provider's Mandatory Material Sub-Contractors
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- A. Reporting Requirements
- B. Data Quality Improvement Plans
- C. Incidents Requiring Reporting Procedure
- D. Service Development and Improvement Plans
- E. Surveys
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- G. Data Requirements
- H. Data Processors
- I. Provider Data Processing Agreement

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- A. Staff Transition and Development Programme
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SERVICE CONDITIONS

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SC3 Improving the Health of the Population
SC4 Care Tailored to Individual Needs
SC5 Regulatory Requirements
SC6 Service Standards
SC7 Clinical and Service Governance
SC8 Commissioner Requested Services / Essential Services
SC9 Staff
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SC20 Services Environment and Equipment
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SC22 Complaints and Investigations
SC23 Incidents Requiring Reporting
SC24 Safeguarding, Mental Capacity and Prevent
SC25 Emergency Preparedness, Resilience and Response
SC26 Other National Policy Requirements
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SC29 Prescribing
SC30 Further Miscellaneous Requirements in relation to Primary Medical Services

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GC2 Effective Date and Duration
GC3 Service Commencement
GC4 Transition Period
GC5 CCG Membership
GC6 Co-ordinating Commissioner and Representatives
GC7 Review
GC8 Contract Management
GC9 Information Requirements
GC10 Monitoring Activity
GC11 Payment Terms
GC12 Improvement Payment Scheme
GC13 Gain/Loss-Share Arrangement
GC14 Liability and Indemnity

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CONTRACT

This Contract records the agreement between the Commissioners and the Provider and comprises:

1. these **Particulars;**

2. the **Service Conditions;**

3. the **General Conditions,**

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by	……. Signature
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT COMMISSIONER NAME]	……. Title ……. Date
[INSERT AS ABOVE FOR EACH COMMISSIONER]	
SIGNED by	……. Signature
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT PROVIDER NAME]	……. Title ……. Date

DRAFT

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	**[The date of this Contract] [*or as specified here*]**
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	**[ ] years/months commencing [ ] [(or as extended in accordance with Schedule 1C)]**
Option to extend Contract Term	**YES/NO** **By [ ] months/years**
Commissioner Notice Period (for termination under GC23.2)	**[12 months]**
Provider Notice Period (for termination under GC23.3)	**[12 months]**
Break Dates	**The dates being:** **[[ ] years after the Service Commencement Date]** **[[ ] years after the Service Commencement Date]** **[[ ] years after the Service Commencement Date]**

Comment [DS7]: See GC23.2 and 23.3: if possible to coincide with the cycle of confirmed allocations on the basis which the WPAP can be agreed

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SERVICES	
Service Categories	**Indicate all that apply**
Accident and Emergency Services (A+E)	
Acute services (A)	
Cancer Services (CR)	
Community Services (CS)	
Continuing Healthcare Services (CHC)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Radiotherapy Services (R)	
Urgent care/Walk-in Centre Services/Minor Injuries Unit (U)	
GP Out of Hours Services	
Out of Hours Services are to be provided at any Services Environment under this Contract	**YES/NO**
Service Requirements	
Essential Services (NHS Trusts only)	**YES/NO**
Services to which 18 Weeks applies	**YES/NO**
QUALITY	
Provider type	**NHS Foundation Trust/NHS Trust** **Other**
Clostridium difficile Baseline Threshold (Acute Services only)	**[ ] or Nil or Not applicable**
GOVERNANCE AND REGULATORY	
Nominated Mediation Body	**CEDR/Other – [ ]**
Provider's Nominated Individual	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Information Governance Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Caldicott Guardian	**[ ]** **Email: [ ]** **Tel: [ ]**

Comment [DS8]: For the time being we have assumed that NHS111, ambulance and patient transport, mental health secure services, and specialised services commissioned by NHS England, will be out-of-scope for ACO (including MCP and PACS) models. To be reviewed on an ongoing basis.

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Provider's Senior Information Risk Owner	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Accountable Emergency Officer	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Safeguarding Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Child Sexual Abuse and Exploitation Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Mental Capacity and Deprivation of Liberty Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Prevent Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Freedom To Speak Up Guardian	**[ ]** **Email: [ ]** **Tel: [ ]**
CONTRACT MANAGEMENT	
Addresses for service of Notices	**Co-ordinating Commissioner: [ ]** **Address: [ ]** **Email: [ ]** **Commissioner: [ ]** **Address: [ ]** **Email: [ ]** **[INSERT AS ABOVE FOR EACH COMMISSIONER]** **Provider: [ ]** **Address: [ ]** **Email: [ ]**
Frequency of Review Meetings	**Monthly/Quarterly/Six Monthly**
Commissioner Representative(s)	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]**
Provider Representative	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]**
This Contract is an NHS contract for the purposes of section 9 of the NHS Act 2006	**YES/NO**
FINANCIAL INDICATORS	
Minimum Net Worth	**£[ ]**
Ratio of Current Liabilities to Current Assets	**[ ]:[ ]**

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SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents before the Expected Service Commencement Date, each in a form satisfactory to the Co-ordinating Commissioner:

1. Evidence of appropriate Indemnity Arrangements
2. [Evidence of CQC registration in respect of Provider and Material Sub-Contractors and all premises comprising the Services Environment (where required by Law)]
3. [Evidence of Monitor's Licence in respect of Provider and Material Sub-Contractors (where required)]
4. [Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner] [*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT REQUIRED TO BE PROVIDED AT CONTRACT SIGNATURE*]
5. [Copies of the following Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner: [*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT REQUIRED TO BE PROVIDED AT CONTRACT SIGNATURE*]
6. [A copy of the/each Direction Letter]
7. [Documents in relation to staffing arrangements: secondment agreements for example]
8. [Documents in relation to premises and equipment: leases, licences, landlords' consents for example]
9. [Notices to put GMS/PMS into suspension]
10. [Asset Register]
11. [Insert text locally as required]

Comment [DS9]: These are documents required to be provided after contract signature but before services can begin.
There will be a separate set of documents to be produced and actions completed on or before contract signature – but those would be listed as a "completion checklist" rather than within the contract. This would include:
- Material Sub-Contracts
- Direct Agreements with sub-contractors
- Organisational Form documents: eg memorandum and articles of association/shareholder agreements/board minutes
- Parental guarantees/bonds/other performance and financial security docs
- Provider's financial business plan
- Gain/Loss-Share Agreement (if those arrangements are multi-party)
- ACO/GP Integration Agreement (for Partially-Integrated model)
- Third party consents
- Evidence of proposed premises and staffing arrangements
- Legal opinions
- Agreement to vary National Prices (also to be submitted to NHSI)
- Data sharing agreements
- Data protection documentation: Section 251 approval, approval from NHS digital, or other arrangements necessary to ensure Parties have access to data necessary to perform this Contract
- Provider's Financial Business Plan

Comment [DS10]: DS11 See GC19

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The Provider must complete the following actions before the Expected Service Commencement Date:

[**Insert text locally as required**]

DRAFT

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Comment [DS11]: Include here, amongst other relevant documents, any datasets which the Provider needs to receive before the Expected Service Commencement Date in order to be able to begin Service delivery.

Date	Document	Description
Insert text locally or state Not Applicable		

DRAFT

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

To be included only in accordance with NHS Standard Contract Technical Guidance.

1. As advertised to all prospective providers before the award of this Contract, the Commissioners may opt to extend the Contract Term by [ ] months/year(s).

2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than [ ] months before the original Expiry Date.

3. The option to extend the Contract Term may be exercised:

   3.1 only once, and only on or before the date referred to in paragraph 2 above;

   3.2 only by all Commissioners; and

   3.3 only in respect of all Services

4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

Or

NOT USED

DRAFT

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

D. Key Documents

Comment [DS12]: See GC19.18: these are supporting contracts and other arrangements which are not to be varied, terminated etc without the consent of the Co-ordinating Commissioner

List here all agreements and other documents which are required to be and remain in place in order to enable the Provider to meet its obligations under this Contract, to its owners, to its funders etc. These will include:

- *The Provider's Memorandum and Articles of Association (if the Provider is a company)*
- *The Provider's Shareholders' or Partnership Agreement*
- *All Material Sub-Contracts*
- *Direct Agreements with sub-contractors*
- *Parental guarantees/bonds/other performance and financial security docs*
- *Gain/Loss-Share Agreement (if those arrangements are multi-party)*
- *Provider/GP Integration Agreement (for Partially-Integrated model)*
- *Data sharing agreements*
- *Funding agreements*
- *Leases of key premises and equipment*

DRAFT

SCHEDULE 2 – THE SERVICES

A. The Population

The Population will from time to time comprise:

1. All Registered Service Users; and

2. All individuals who are not Registered Service Users and are not registered with any other provider of primary medical services but are permanently or temporarily resident within the Contract Area.

Comment [DS13]: We are conscious that the inclusion of social care and/or public health within the scope of services is likely to have an impact on how the Population and the Contract Area is defined: we will consider this further in cooperation with LA colleagues.

We assume, in particular, that the population for which social care and/or public health services are to be provided under the contract will exclude individuals (whether or not they are Registered Service Users) who are not permanently or temporarily resident in the Contract Area. But this is subject to confirmation by local authority commissioners.

Comment [DS14]: See definition in GCs: note that in the context of a partially-integrated model the reference is to the Lists held by the Associate Practices

DRAFT

SCHEDULE 2 – THE SERVICES

B. The Contract Area

[The Contract Area is the area edged in red on the map [below], in respect of which persons resident in it will be entitled to register with the Provider or seek acceptance by the Provider as a temporary resident for the purposes of the Provider's List of Service Users].]

[The Contract Area is the area edged in red on the map [below], in respect of which persons resident in it will be entitled to register with an Associate Practice (where that Associate Practice's List of Service Users is open) or seek acceptance by an Associate Practice as a temporary resident for the purposes of the Associate Practice's List of Service Users as required by [regulation 20(1)(d) of the National Health Service (General Medical Services Contracts) Regulations 2015].]

Comment [DS15]: See comment re the Population above.
Where the Provider is to provide social care and/or public health services, the Contract Area should be consistent with the relevant local authority area

Comment [DS16]: That is, the aggregate of the practice areas of the practices absorbed into the Provider entity

Comment [DS17]: That is, the aggregate of the practice areas of the Associate Practices

DRAFT

SCHEDULE 2 – THE SERVICES

C. Service Specifications

1. Commissioners' Service Requirements

Comment [DS18]: To be developed by commissioners locally.

Must make entirely clear:
- which services are IN SCOPE
- which services are OUT OF SCOPE
- (particularly in the context of a partially-integrated model) any services which are to be provided to some but not all of the Population

Note the importance of using service specifications to define clearly the boundaries between the activities which are to remain the responsibility of the CCG, and those which are to be assumed by the Provider

DRAFT

SCHEDULE 2 – THE SERVICES

C. Service Specifications

2. Provider's Service Proposals

Comment [DS19]: IE how the provider intends to satisfy the commissioners' requirements. These proposals should be developed and agreed through the course of the procurement process.

As an alternative to separate Commissioners' Service Requirements and Provider's Service Proposals, Schedule 2C may instead set out Service Specifications which draw on both the Commissioners' requirements as stated in procurement documents and the Provider's proposals put forward during the procurement process.

DRAFT

SCHEDULE 2 – THE SERVICES

C. Service Specifications

3. Excepted Services

Comment [DS20]: See SC2.5

List here those Services other than Primary Medical Essential Services which the parties have agreed that the Provider will not be required to provide to members of the Population who are not permanently or temporarily resident in the Contract Area.

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SCHEDULE 2 – THE SERVICES

D. Not Used

DRAFT

SCHEDULE 2 – THE SERVICES

E. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years or state Not Applicable

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SCHEDULE 2 – THE SERVICES

F. Activity Planning Assumptions

Insert text locally in respect of one or more Contract Years, or state Not Applicable

DRAFT

SCHEDULE 2 – THE SERVICES

G. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

DRAFT

SCHEDULE 2 – THE SERVICES

H. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable

DRAFT

SCHEDULE 2 – THE SERVICES

I. Clinical Networks

Insert text locally or state Not Applicable

DRAFT

SCHEDULE 2 – THE SERVICES

J. Other Local Agreements, Policies and Procedures

Insert details/web links as required* or state Not Applicable

* ie details of and/or web links to each local agreement, policy or procedure as at date of Contract. Subsequent changes to those agreements, policies or procedures, or the incorporation of new ones, must be agreed between the Parties.

DRAFT

SCHEDULE 2 – THE SERVICES

K. Transition Arrangements

Comment [DS21]: That is, what the parties need to do between contract award and service commencement to mobilise for delivery under the new model.

Insert text locally

Set out here the local arrangements/obligations on the part of the Commissioners and Provider in relation to the transition of services from the incumbent providers/model to the new Provider and service model – i.e. how mobilisation is to operate in the period from Contract award to Service commencement.

Matters to deal with will include:

Staff

Premises

IT

Equipment

Patient records and other data

DRAFT

SCHEDULE 2 – THE SERVICES

L. Transfer of and Discharge from Care Protocols

Comment [DS22]: That is, transfer and discharge from or to the Provider to or from a provider outside the Provider's remit.

Insert text locally

DRAFT

SCHEDULE 2 – THE SERVICES

M. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally

DRAFT

SCHEDULE 3 – INTEGRATION ACTIVITIES

A. Integration Activities

Comment [DS23]: Integration Activities and Goals to be developed locally and mirrored in an Integration Agreement to be entered into between the Provider, Associate Practices, and perhaps other providers of health and social care services outside the ambit of the services the Provider is to provide under this contract (the Integrated Providers).

[The Provider must ensure that the Services are fully functionally integrated with the General Practice Services [and the Integrated Services], to the effect that the Services and the General Practice Services [and the Integrated Services] are delivered in a seamless, person-centred fashion.

In particular, the Provider must ensure it and the Associate Practices implement and operate:

[Include requirements relating to

Shared vision
Agreement of common clinical protocols
Identification of patients
Participation in and signposting to core ACO services
Multi-disciplinary teams
Shared systems and access to information
Estates plan
Workforce
Access
Shared governance]

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SCHEDULE 3 – INTEGRATION ACTIVITIES

B. Integration Goals

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SCHEDULE 3 – INTEGRATION ACTIVITIES

C. Associate Practices

Comment [DS24]: The GP practices with which the Provider is to integrate. It is the aggregate of these Associate Practices' patient lists that will largely define the patient population to be served by the Provider under the partially integrated model.

DRAFT

SCHEDULE 3 – INTEGRATION ACTIVITIES

D. Integrated Providers

Comment [DS25]: IE providers of other health and social care services with whom the Provider must integrate.

DRAFT

SCHEDULE 4 – PAYMENT

A. Whole Population Annual Payment

To set out:

- *WPAP for [Years 1 and 2]*
- *WPAP monthly payments for [Years 1 and 2]*
- *WPAP projections for subsequent years*
- *WPAP allocation between different Commissioners (if appropriate)]*

Comment [DS26]: See Integrated Budget Handbook.

Note that the WPAP will exclude a top-sliced proportion of the whole population budget, which will be made available as an earnable income stream under the Improvement Payment Scheme. The WPAP will also exclude the value of:

- Excepted Services (see SC2 and Schedule 2C3), which the commissioners will need to commission from out-of-area providers
- Activity-Based Payments and Other Payment Streams (see below)

Anticipated cross-boundary activity flows

DRAFT

SCHEDULE 4 – PAYMENT

B. Adjustment of the Whole Population Annual Payment

To cover:

- *Scheduled review and adjustment*
- *Adjustment on scheduled variations to scope/population*
- *Adjustment on unscheduled variations to scope/population*
- *Adjustment to account for unforeseen demographic changes*

Comment [DS27]: See Integrated Budget Handbook.

Comment [DS28]: Note: adjustment of the WPAP is distinct from sums which may be DEDUCTED from the monthly payments of WPAP via the reconciliation process to account for (inter alia):
- Ad hoc cross-boundary activity flows (including those resulting from exercise of CHOICE)
- IPC/PHB expenditure, if commissioned directly by CCG or LA

DRAFT

SCHEDULE 4 – PAYMENT

C. Activity-Based Payments and Other Payment Streams

Comment [DS29]: It will be necessary to provide for certain activity-based payments – eg in relation to vaccination programmes - and other payments which will form potential (conditional) income streams outside the WPAP.
The processes for and timing of payments are likely to need to be specified locally.

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SCHEDULE 4 – PAYMENT

D. Gain/Loss-Share Arrangement

Where a bipartite arrangement, insert text and/or attach spreadsheets describing those arrangements here;
OR
Where a multi-party arrangement, state, for example: The arrangement set out in the Agreement dated [ ] between the Commissioner(s) (1), the Provider (2) [Acute] NHS Foundation Trust (3) and [Mental Health] NHS Trust (4)

Comment [DS30]: See WPB Handbook.

Gain/Loss-Share arrangements may be between the commissioners and the Provider only (in which case those arrangements should be set out in this Schedule), or between the Commissioners, the Provider and one or more other providers (eg an acute Trust), in which case they should be set out in a separate multi-party agreement to which this Schedule should refer.

DRAFT

SCHEDULE 4 – PAYMENT

E. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable

DRAFT

SCHEDULE 4 – PAYMENT

F. Development Plan for Integrated Personal Commissioning

If it has been determined locally that the Provider itself will implement Integrated Personal Commissioning and offer personal health budgets, personal budgets for social care (where this is within the scope of the Contract) and integrated personal budgets to Service Users/Carers, then the Schedule needs to

- *set out which identified groups within the Population are to be supported through Integrated Personal Commissioning and which particular cohorts are to be offered personal health budgets and/or personal budgets for social care and/or integrated personal budgets;*
- *make clear that the appropriate funding is within the WPAP;*
- *set out a roll-out plan, with timescales and target levels of uptake (aimed at delivering the CCG's contribution towards the Mandate target), for the Provider to implement Integrated Personal Commissioning and to offer personal health budgets, personal budgets for social care (where this is within the scope of the Contract) and integrated personal budgets to Service Users/Carers from particular care groups, including, but not limited to, people eligible for NHS Continuing Healthcare and children eligible for Continuing Care; people with multiple long-term conditions; people with mental ill health; people with learning disabilities; and people receiving end of life care;*
- *set out how the process of personal health budgets is aligned with delivery of personal budgets in social care and education, to ensure a seamless offer to Service Users/Carers*
- *require the Provider to implement the roll-out plan, supporting Service Users/carers, through the care and support planning process, to identify, choose between and access services and treatments that are more suitable for them, including services and treatments from non-NHS providers – and to report on progress in implementation;*
- *require the Provider to agree appropriate financial and contractual arrangements to support the choices Service Users/Carers have made, including releasing funding from the WPAP to those Service Users/Carers, giving people who take up the offer of personal health budgets, personal budgets for social care (where this is within the scope of the Contract) and integrated personal budgets the option of direct payments, or using WPAP funding to place or utilise sub-contracts for their benefit, or to support direct provision by the Provider of specific services;*
- *ensure that there is clarity in relation to the application of charges (for instance for aspects of social care), with recipients of a personal budget for social care not advantaged or disadvantaged in this respect relative to other Service Users; and*
- *set out any necessary arrangements for financial audit of personal health budgets, personal budgets for social care (where this is within the scope of the Contract) and integrated personal budgets, including for claw-back of funding in the event of improper use and clawback in the event of underspends of the person's budget, ensuring this is discussed and agreed with the person beforehand.*

If it has been determined locally that the CCG will implement Integrated Personal Commissioning and offer personal health budgets and integrated personal budgets to Service Users/Carers, then the Schedule needs to

DRAFT

- *set out which identified groups within the Population are to be supported through Integrated Personal Commissioning and which particular cohorts are to be offered personal health budgets and/or personal budgets for social care and/or integrated personal budgets;*

- *clarify the extent to which relevant funding is potentially included within the WPAP or continues to be held by the CCG;*

- *set out a roll-out plan, with timescales and target levels of uptake (aimed at delivering the CCG's contribution towards the Mandate target), for the CCG to implement Integrated Personal Commissioning and to offer personal health budgets and integrated personal budgets to Service Users/Carers from particular care groups, including, but not limited to, people eligible for NHS Continuing Healthcare and children eligible for Continuing Care; people with multiple long-term conditions; people with mental ill health; people with learning disabilities; and people receiving end of life care;*

- *set out how the process of personal health budgets is aligned with delivery of personal budgets in social care and education, to ensure a seamless offer to Service Users/Carers*

- *require the Provider to support Service Users/Carers, through the care and support planning process, to identify and choose between services and treatments that are more suitable for them, including services and treatments from non-NHS providers – in line with implementation of the roll-out plan by the CCG;*

- *require the Provider to release relevant funding from the WPAP back to the CCG, as personal health budgets for individual Service Users /Carers start to be implemented; and*

- *require the Provider to continue to provide appropriate services where Service Users/Carers opt to spend some or all of their personal health budget with the Provider (in which case the CCG will then pass appropriate funding back to the Provider).*

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SCHEDULE 5 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	***Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral****	***Operating standard of 92% at specialty level (as reported on Unify)***	***Review of Service Quality Performance Reports***	***Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold***	***Monthly***	***Services to which 18 Weeks applies***
	Diagnostic test waiting times					
E.B.4	***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test****	***Operating standard of no more than 1%***	***Review of Service Quality Performance Reports***	***Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold***	***Monthly***	***A CS CR D***

Comment [DS31]: Note that changes may be made to this Schedule in due course to reflect the dashboard and the Improvement Payment Scheme which are to form part of the Incentive Framework for ACOs

Comment [DS32]: Note: application of Operational Standards and National Quality Requirements will, as under the generic NHS Standard Contract, depend on the categories of Services being delivered under the Contract

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	A&E waits					
E.B.5	***Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department****	***Operating standard of 95%***	***Review of Service Quality Performance Reports***	***Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month***	***Monthly***	***A+E U***
	Cancer waits - 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment*	Operating standard of 93%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment*	Operating standard of 93%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers*	Operating standard of 96%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery*	Operating standard of 94%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen*	Operating standard of 98%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy*	Operating standard of 94%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 62 days					
E.B.12	***Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer****	***Operating standard of 85%***	***Review of Service Quality Performance Reports***	***Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold***	***Quarterly***	***A CR R***

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers*	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Mixed sex accommodation breaches					
E.B.S.1	Mixed sex accommodation breach*	>0	Review of Service Quality Performance Reports	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice*	Number of Service Users who are not offered another binding date within 28 days >0	Review of Service Quality Performance Reports	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	Mental health					
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*	Operating standard of 95%	Review of Service Quality Performance Reports	Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	MH

In respect of those Operational Standards shown in ***bold italics***, the provisions of GC11.16 apply.

* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19,* available at: https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf

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SCHEDULE 5 – QUALITY REQUIREMENTS

B. National Quality Requirements

Comment [DS33]: Note: application of Operational Standards and National Quality Requirements will, as under the generic NHS Standard Contract, depend on the categories of Services being delivered under the Contract

	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant *Staphylococcus aureus**	>0	Review of Service Quality Performance Reports	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile*	[Insert baseline threshold identified for Provider: see Schedule 4F]	Review of Service Quality Performance Reports	As set out in Schedule 4F, in accordance with applicable Guidance	Annual	A
E.B.S.4	***Zero tolerance RTT waits over 52 weeks for incomplete pathways****	***>0***	***Review of Service Quality Performance Reports***	***£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month***	***Monthly***	***Services to which 18 Weeks applies***
E.B.S.7a	***All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 30 minutes****	***>0***	***Review of Service Quality Performance Reports***	***£200 per Service User waiting over 30 minutes in the relevant month***	***Monthly***	***A+E***
E.B.S.7b	***All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 60 minutes****	***>0***	***Review of Service Quality Performance Reports***	***£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month***	***Monthly***	***A+E***

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	National Quality Requirement	**Threshold**	**Method of Measurement**	**Consequence of breach**	**Timing of application of consequence**	**Application**
E.B.S.5	***Trolley waits in A&E not longer than 12 hours****	***>0***	***Review of Service Quality Performance Reports***	***£1,000 per incidence in the relevant month***	***Monthly***	***A+E***
E.B.S.6	No urgent operation should be cancelled for a second time*	>0	Review of Service Quality Performance Reports	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance	95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
	Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A MH

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	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	95%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A&E
	Completion of Mental Health Services Data Set ethnicity coding for all Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care*	For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment*	Operating standard of 75%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*	Operating standard of 95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

In respect of the National Quality Requirements shown in ***bold italics*** the provisions of GC11.16 apply.

* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19,* available at: https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf

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SCHEDULE 5 – QUALITY REQUIREMENTS

C. Local Quality and Outcome Requirements

Comment [DS34]: These may include process (input) measures, service-specific clinical outcomes or measures of patient experience – a selection of metrics from the Incentive Framework for ACOs (see Schedule 7A)

DRAFT

SCHEDULE 5 – QUALITY REQUIREMENTS

D. Improvement Payment Scheme

Comment [DS35]: IE Pay for Performance

See separate guidance on Improvement Payment Schemes

The Scheme should provide for a fixed and consistent (top-sliced) percentage of the overall budget to be earnable via satisfaction of specified goals – those goals to be a combination of those set NATIONALLY and those set LOCALLY on an annual or multi-annual basis

Improvement Payment Scheme Table 1: Improvement Payment Scheme

Insert completed spreadsheet(s) or state Not Applicable

Improvement Payment Scheme Table 2: Improvement Payment Scheme Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of Improvement Payment Scheme Payments on Account based on performance

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SCHEDULE 5 – QUALITY REQUIREMENTS

E. Clostridium difficile

Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust (Acute Services only)

The financial adjustment (£) is the sum which is the greater of Y and Z, where:

Y = 0

Z = ((A – B) x 10,000) x C

where:

A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year

B = the baseline threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance:

https://www.england.nhs.uk/patientsafety/associated-infections/clostridium-difficile/)

C = $\frac{\text{no. of inpatient bed days in respect of Service Users in the Contract Year}}{\text{no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year}}$

The financial adjustment is calculated on the basis of annual performance. For the purposes of GC11.15 (*Operational Standards, National Quality Requirements and Local Quality and Outcome Requirements),* any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

Clostridium difficile adjustment: Other Providers (Acute Services only)

The financial adjustment (£) is the sum equal to A x 10,000, where:

A = the actual number of cases of Clostridium difficile in respect of Service Users in the Contract Year.

The financial adjustment is calculated on the basis of annual performance. For the purposes of GC11.15 (Operational Standards, National Quality Requirements and Local Quality and Outcome Requirements, any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

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SCHEDULE 6 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

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SCHEDULE 6 - GOVERNANCE

B.1 Provider's Mandatory Material Sub-Contractors

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number] [CQC Registration]	Service Description	Start date/expiry date	Processing data – Yes/No
Insert text locally or state Not Applicable			

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SCHEDULE 6 - GOVERNANCE

B.2 Provider's Permitted Material Sub-Contractors

Permitted Material Sub-Contractor [Name] [Registered Office] [Company number] [CQC Registration]	Service Description	Start date/expiry date	Processing data – Yes/No
Insert text locally or state Not Applicable			

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SCHEDULE 6 - GOVERNANCE

B.3 Sub-Contractor Direct Agreement

Template Sub-Contractor Direct Agreement (to be entered into between the Commissioner(s) (1), the Provider (2) and the Sub-Contractor (3) to be included here – see GC15.

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at http://content.digital.nhs.uk/article/5073/Central-Register-of-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	**All**
2. Patient Reported Outcome Measures (PROMS) http://digital.nhs.uk/proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	**All**
3. [**Specific reporting requirements in relation to primary medical services (consistent with GMS/PMS requirements) – to be confirmed]**				**Primary Medical Services**
National Requirements Reported Locally				
1. Activity Report	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	**All**
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements d. the outcome of all Root Cause Analyses and audits performed pursuant to SC26.5 (*Venous Thromboembolism*); e. report on performance against the HCAI Reduction Plan	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	**All** **All** **All** **A** **All**
3. Improvement Payment Scheme Performance Report , including details of all Improvement Payment Scheme	[For local agreement]	[For local agreement]	[For local agreement]	**All**

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
	Indicators satisfied or not satisfied				
4.	NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	[Monthly, or as agreed locally]	[For local agreement], according to published NHS Safety Thermometer reporting routes	[For local agreement], according to published NHS Safety Thermometer reporting routes	**All**
5.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	**All**
6.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	**All**
7.	Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	**CR** **R**
8.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	**All**
9.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	**All**
10.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification http://content.digital.nhs.uk/isce/publication/isb1594	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	**A** **A+E** **U**
11.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with SC9.4 (*Staff*)	Six monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	**All**
12.	Report on compliance with the National Workforce Race Equality Standard and the National Workforce Disability Equality Standard **	Annually	[For local agreement]	[For local agreement]	**All**
13.	[***Specific reporting requirements in relation to primary medical services (consistent with GMS/PMS requirements) – to be confirmed, but likely to include requirements in relation to:*** ***QOF data*** ***'Retired QOF' or NLIG***				**Primary Medical Services**

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Global sum - Named Accountable GP data collection, alcohol Dementia Vaccinations and Immunisations Learning disability health check DES Directions Avoiding unplanned admissions GP metrics Investment in general practice Annual Declaration (e-Dec) Access and information on complaints Bi-annual extended access survey National finance reporting]				
13 **[Incentive Framework for ACOs: *We intend to develop and publish a basket of metrics on which providers must report to commissioners locally (and potentially to NHS England/NHS Digital centrally), and we will include an appropriate reference to this in this Schedule in due course.*]**				**All**
Local Requirements Reported Locally				
Insert as agreed locally.*				

*In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented from when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the *Data Services for Commissioners Resources* website: https://www.england.nhs.uk/ourwork/tsd/data-services/

** As set out in SC17.7 *(Equity of Access, Equality and Non-Discrimination),* the first annual report on the Provider's progress in implementing the Workforce Disability Equality Standard must be supplied by 31 March 2019.

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Insert text locally				

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents
Insert text locally

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
[Secondary / primary care interface]*				
[Smoke-free premises]*				
Insert text locally				[Subject to GC8 (*Contract Management*)] or [locally agreed]

* Refer to Contract Technical Guidance for detail of requirements

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Comment [DS36]: Note: further mandatory survey requirements may be required in relation to Primary Medical Services and/or social care – to be confirmed.

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	**All**
Service User Survey [**Insert further description locally**]				**All**
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) **[Other]** **[Insert further description locally]**				**All**
Carer Survey [**Insert further description locally**]				**All**
[Other insert locally]				

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider's Financial Business Plan

Comment [DS37]: See GC18.1 – 18.5

*The **Provider's Financial Business Plan**, to be inserted here, will be an independently audited financial plan demonstrating the financial robustness of the Provider and the deliverability of the Services and other obligations of the Provider under this Contract and the Key Documents throughout the Contract Term. It should include:*

- *Anticipated revenues (including those in respect of the WPAP, Activity-Based Payments, Incentive Scheme (P4P) payments, Gain/Loss Share Arrangements)*
- *Anticipated recurrent expenditure (covering workforce, premises, consumables, training, maintenance etc)*
- *Anticipated payments to sub-contractors*
- *Anticipated capital expenditure (covering premises, equipment, IT etc)*
- *Anticipated lifecycle expenditure (covering premises, equipment, IT etc)*
- *Anticipated capital receipts (eg from disposals of premises or equipment)*
- *How funds are to be raised and/or accumulated to fund anticipated capital and lifecycle expenditure*
- *Anticipated payments of interest, repayments of principal, and other charges, in respect of corporate, asset, property and other finance*
- *Anticipated Distributions (see definition in GCs)*
- *Anticipated taxes (corporation tax, VAT, stamp duty etc)*
- *The anticipated impact on the above of all Scheduled Variations (see Schedule 8) and reasonably foreseeable adjustments to anticipated revenues*

The independent auditor will need to confirm to the Co-ordinating Commissioner that the information and projected income and expenditure shown in the Plan is accurate and based on reasonable and prudent assumptions. We would expect an analysis of the Plan to be part of the assurance process prior to the award of the Contract.

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

G. Data Requirements

This schedule should set out the information that the Provider requires from the Commissioners, and that the Commissioners require from the Provider, in order to perform their respective roles and obligations under this Contract. It should set out:

- *What information is to be provided and by which party*
- *When that information is to be provided*
- *How the information is to be provided*
- *Any requirements about the format in which information should be provided, including whether any patient information is to be de-identified.*
- *Any requirements about how the information should be stored, who has access to it, when and how it should be deleted.*
- *Any governance requirements around the handling of data*

In the case of information to be provided by the Provider to Commissioners, it may cross-refer to Schedule 7A (Reporting Requirements) as necessary

1. Information to be supplied to the Co-ordinating Commissioner by the Provider

This section should set out any information needed by the Commissioners to support decision-making and retain oversight of the ACO arrangements.

Note that, for example:

- *pursuant to GC18 (Financial Transparency and Audit; Transparency of Earnings) the Provider should provide accounts information*
- *pursuant to SC4.4 (Care Tailored to Individual Needs) details of the Provider's rationale for the provision of services by location including utilisation must be provided*

These and other requirements are set out below. Commissioners should review and add to as appropriate for their Contract.

Purpose for which the information is needed	**Information to be supplied by the Provider**	**Time and format in which data is to be supplied**
Calculating the WPAP under GC11 *(Payment Terms)* including WPAP allocation between different Commissioners (if appropriate)		
Calculating activity-based payments and other payment streams under GC11 *(Payment Terms)*		
Reimbursing the Provider for payments made under GC11.18 and GC11.19 *(Payment Terms)*		
Dealing with applications for		

reimbursement under GC11.24 *(Payment Terms)*		
Review of accounts using the information provided under GC18 *(Improvement Payment Scheme)*		
Reporting on engagement with service users		
Giving details of the Provider's rationale for the provision of services by location including utilisation pursuant to SC4.4 *(Care Tailored to Individual Needs)*		
Administering personal health budgets under SC4.13 *(Care Tailored to Individual Needs)*		

2. Information to be supplied to the Provider by the Co-ordinating Commissioner

The Provider may require information from the Commissioner in order to deliver the Services and perform its other obligations under this Contract. This information should be set out here.

If the Provider is receiving any de-identified patient data there may be requirements around the security surrounding that data and an obligation not to try and re-identify patients. These should be set out here.

Commissioners should review the examples below and amend/add to as appropriate for their Contracts.

Purpose for which the information is needed	**Information to be supplied by the Co-ordinating Commissioner**	**Time and format in which data is to be supplied**
Delivery of population level analysis and/or analysis of impact of healthcare services		
Information about individuals who present themselves for treatment in order to establish whether they are covered by the Contract		

3. NHS Digital requirements

If the Co-ordinating Commissioner notifies the Provider that any information to be supplied to the Provider in connection with this Contract was supplied to any Commissioner by NHS Digital:

Comment [DS38]: Provisional only. NHS England will be liaising with NHS Digital to confirm their requirements.

3.1 if that information has been de-identified so that it is no longer possible to readily link it to an identifiable individual, the Provider must not process the information in such a way so that it becomes possible to link the information to any identifiable individual; and

3.2 the Provider must not allow any third party access to that information.

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

H. Data Processors

[List data processors – see GC28.13 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency). This enables the Commissioner to maintain visibility of the processors involved in the delivery of the Contract]

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SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

I. Provider Data Processing Agreement

1. SCOPE

1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.

1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 7I.

1.3 This Schedule 7I applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. INSTRUCTIONS

2.1 The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions given in advance by the Co-ordinating Commissioner.

3. SECURITY

3.1 The Provider must take appropriate technical and organisational measures against any unauthorised or unlawful processing of Processor Data, and against the accidental loss or destruction of or damage to Processor Data, having regard to the state of technological development, the nature of the data to be protected and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage.

3.2 The Provider must take reasonable steps to ensure the reliability of Staff who will have access to Processor Data, and ensure that those Staff are aware of and trained in the policies and procedures identified in GC28.15 *(Patient Confidentiality, Data Protection, Freedom of Information and Transparency).*

3.3 The Provider must not cause or allow Personal Data to be transferred outside the European Economic Area without the prior written consent of the Co-ordinating Commissioner.

3.4 Without prejudice to the generality of GC21 *(Inspection and Quality Audit),* the Provider must permit an Authorised Person to audit the Provider's compliance with this Schedule 7I.

3.5 The Provider must take prompt and proper remedial action regarding any threatened, suspected or actual unauthorised processing of the Processor Data.

3.6 If the Provider becomes aware that, or becomes aware of a threat that, or reasonably suspects that in the course of providing the Data Processing Services:

(a) any Processor Data has been lost or destroyed;

(b) any Processor Data has become damaged, corrupted or unusable;

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(c) any Processor Data has been subject to any authorised processing; or

(d) the Provider has in any way caused the Co-ordinating Commissioner or other Commissioner to breach the Data Protection Laws

the Provider must promptly notify the Co-ordinating Commissioner and take whatever action and provide whatever cooperation the Co-ordinating Commissioner reasonably requires to remedy the issue as soon as reasonably practicable at its own expense.

3.7 For the avoidance of doubt the provisions of GC15 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.

4. RECORDS & AUDIT

4.1 The Provider must keep detailed, accurate and up-to-date records relating to the delivery of Data Processing Services and to the measures taken under paragraph 3. This must include the maintenance of a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.

5. WARRANTIES

5.1 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Laws and this Contract.

6. DATA SUBJECT RIGHTS

6.1 The Provider must notify the Co-ordinating Commissioner immediately if it receives:

(a) a request from a data subject to have access to that data subject's personal data;

(b) any other request seeking to exercise rights under the Data Protection Laws;

(c) a complaint or request relating to any Commissioner's obligations under the Data Protection Laws; or

(d) a complaint relating to the Provider's delivery of the Data Processing Services.

6.2 The Provider must, at its own expense, give the Co-ordinating Commissioner full cooperation and assistance in relation to any complaint or request as referred to in paragraph 6.1, including by:

(a) providing full details of that complaint or request;

(b) providing the Co-ordinating Commissioner with any personal data it holds in relation to a data subject;

(c) providing the Co-ordinating Commissioner with any other information reasonably requested by Co-ordinating Commissioner; and

(d) amending, deleting or annotating any data as reasonably requested by the Co-ordinating Commissioner;

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within the timescales reasonably required by Co-ordinating Commissioner.

7. CESSATION OF DATA PROCESSING SERVICES

7.1 When the Provider ceases to deliver the Data Processing Services or any part of them it must securely destroy or transfer any Processor Data, software and other materials provided to it in connection with the ceased Data Processing Services in accordance with the Co-ordinating Commissioner's instructions and must certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued.

7.2 The Provider must co-operate fully with Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services. If the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, the Provider must provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

7.3 If the Provider is required by any Law, or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under paragraph 7, it must notify the Co-ordinating Commissioner in writing of that retention, giving details of the Processor Data that it must retain and the reasons for its retention.

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ANNEX

1. DATA PROCESSING SERVICES

[Specification to be set out here: to be locally determined]

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SCHEDULE 8 – SCHEDULED VARIATIONS

These may provide for, in particular:

A. Scheduled changes to the scope of services to be provided by the Provider, where those services cannot be included in the Contract from initial service commencement because they continue to be provided under the terms of an ongoing commissioning contract. In those circumstances both the PIN/Contract Notice and the Contract may provide for those services to be brought within scope of the Contract at a pre-determined point (presumably coinciding with the expiry or termination on notice of the existing commissioning contract).

B. Scheduled changes to the population in respect of which the Provider provides primary medical essential services. For example only:

- *On the date 2 years after service commencement (and each subsequent 2 year anniversary of that date), for a partially integrated model to become fully integrated (ie for the Provider to provide primary medical essential services) in respect of all or some of the Population, in response to all or some associate practices signalling their willingness to give up or suspend their GMS/PMS contracts*

- *On the date 2 years after service commencement (only), for the Provider to provide primary medical essential services in respect of LESS of the Population, in response to all or some practices signalling their desire to reactive their GMS/PMS contracts*

In either case, both the PIN/Contract Notice and the Contract will need to set out in clear, precise and unequivocal terms the scope and nature of the possible variations, the conditions under which they may be effected, and the consequences in terms of payment, and they must not provide for variations which would alter the overall nature of the Contract.

This will be something for commissioners to develop locally, if required, but NHS England will produce further guidance and worked examples in due course.

Comment [DS39]: That is, intended changes to contract scope/scale/services identified in advance in the commissioners' Prior Information Notice, in accordance with regulation 72 of the Public Contract Regulations 2015.

But note that, where possible, risks of challenge are likely to be better mitigated by providing for a clearly timetabled phasing in of services.

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SCHEDULE 9 – STAFF

A. Staff Transition and Development Programme

Comment [DS40]: That is, a plan for training, development, physical relocation and reorganisation of staff over time to meet the requirements of the new care model.

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SCHEDULE 9 – STAFF

B. 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 the Integration Functions] 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 tender or retender any Services [or the Integration Functions], or otherwise requests the relevant information, 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) of Staff engaged in the provision of the relevant Services. 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 the Integration Functions] or any of them after expiry or termination of this Contract or termination of a Service [or the Integration Functions], against any Losses in respect any inaccuracy in or omission from the information provided under this paragraph 2.

3. The Provider will be responsible for discharging all responsibilities towards all persons employed or engaged by the Provider and Sub-Contractor during the contract period, including but not limited to paying salaries, conferring all benefits and making all appropriate tax and national insurance deductions. The Provider will, and must ensure that any Sub-Contractor will, indemnify and keep indemnified the relevant Commissioners against any losses arising out of a failure by the Provider (or, as appropriate, any Sub-Contractor) to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions arising after the relevant transfer date and relating to any person who transferred to the employment of the Provider (or, as appropriate, any Sub-Contractor) under TUPE and/or COSOP on or after the transfer date.

4. 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 [or the Integration Functions (as appropriate)] 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 [or the Integration Functions (as appropriate)]:

   4.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service [or the Integration Functions (as appropriate] (other than for gross misconduct);

4.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service [or the Integration Functions (as appropriate] by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);

4.3 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 [or the Integration Functions (as appropriate];

4.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service [or the Integration Functions (as appropriate] or reassign any of them to duties unconnected with the Services or the relevant Service [or the Integration Functions (as appropriate]; and/or

4.5 assign or redeploy to the Services or the relevant Service [or the Integration Functions (as appropriate] any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service [or the Integration Functions (as appropriate].

5. On termination or expiry of this Contract or of any Service [or the Integration Functions (as appropriate] 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 [or the Integration Functions (as appropriate]after that expiry or termination against any Losses in respect of:

5.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services [or the Integration Functions (as appropriate]by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service [or the Integration Functions (as appropriate]which arise from the acts or omissions of the Provider and/or any Sub-Contractor;

5.2 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

5.3 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.

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SCHEDULE 9 – STAFF

C. PENSIONS

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SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME

A. Services Environment Development Programme

Comment [DS41]: To cover, amongst other things, how the Provider will achieve inter-operability across all Services. Further detail to be confirmed.

The Provider's Services Environment Development Programme (SEDP) must be a robust plan to ensure that the estate and infrastructure from and with which the Services are to be provided is fit for purpose for the long-term provision of high quality, responsive and accessible care, and must be consistent with and reflected in each Commissioner's own local estates strategy. Local estates strategies will naturally inform consolidation, validation and recognition of local priorities in STP-wide estates strategies.

The SEDP (to be included here) will therefore need to set out:

a) *The estate needed to deliver the care model (primary care, out of hospital/ community, secondary, urgent and emergency care, tertiary, mental health and public health estate);*

b) *The existing service delivery infrastructure serving the Population and its efficiency, sustainability, consistency with the value proposition and fitness for purpose (capturing: age, footprint (m2) and gross internal area (m2), tenure (freehold/leasehold) and ownership, condition, utilisation, development and productivity opportunities, six-facet survey scores and backlog maintenance costs;*

c) *Options for getting from (b) to (a) including which sites need to be retained, used more intensively or differently or divested and what new facilities are required, where and why; and*

d) *A prioritised and phased plan consolidating the high risk areas that need urgent attention, the identified needs for new or re-purposed accommodation, the opportunities for rationalisation and disposal and the opportunities for improving VFM, efficiency and productivity and generating value from unfit, under-used or redundant assets to create headroom for further infrastructure investment.*

In addition, the SEDP should have regard to:

e) *What existing estate is already the subject of planned or committed improvement over the next 3 years with funding source identified and allocated at least in principle (eg from the Estate and Technology Transformation Fund);*

f) *How the SEDP informs and is reflected in each relevant CCG's local estates strategy;*

g) *How the Provider participates in the arrangements each CCG has established (e.g. a local estates forum) to engage regularly with key stakeholders including relevant NHS and independent and third sector organisations, Local Authorities, Community Health Partnerships Limited (CHP), local LIFTCos, NHS Property Services Limited (NHSPS); and*

h) *Consistency with existing locality plans for service change and reconfiguration.*

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SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME

B. IT Development Programme

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SCHEDULE 11 – EXIT ARRANGEMENTS

Insert text locally

Set out here the local arrangements/obligations on the part of the Commissioners and Provider on termination or expiry

Matters to deal with will include:

Staff

Premises

IT

Equipment

Patient records and other data

Financial matters

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SCHEDULE 12 – GUARANTEE

Template Guarantee which may be required to be provided as a condition of consent to assignment or change in control – see GC15 (Assignment and Sub-contracting) and GC34 (NHS Accounting).

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