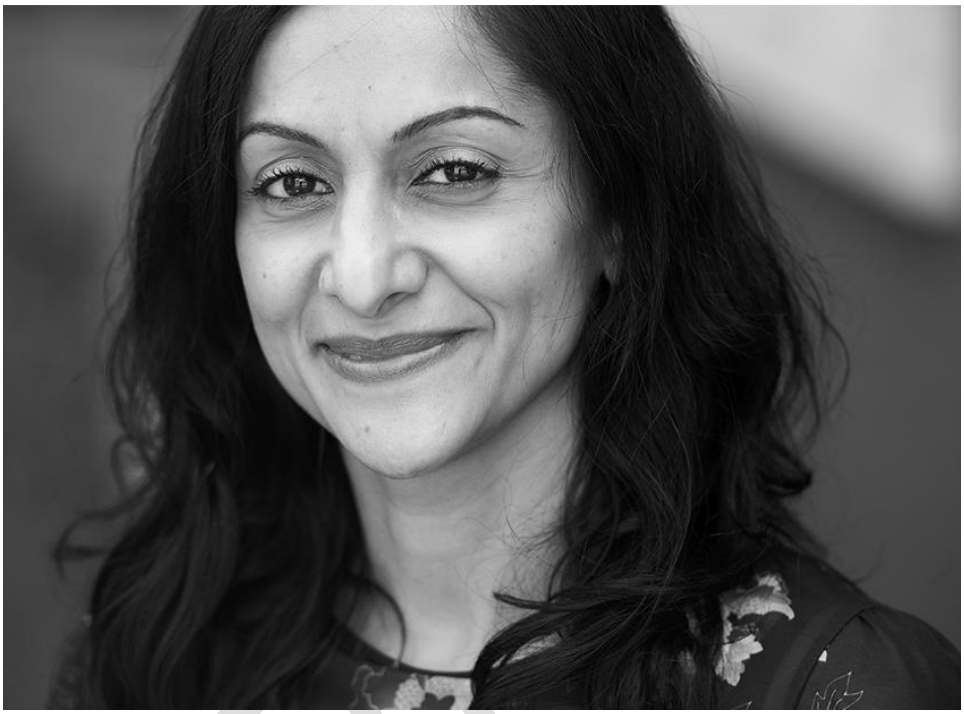

NHS Standard Contract (Integrated Care Provider) [(fully integrated)] [(partially integrated)]

2018/19 Particulars

Contract title/ref:

NHS Standard Contract (Integrated Care Provider) 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)

Publications Gateway Reference: 07883
Document Classification: Official

Comment [DS1]: 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 ICPs.

Comment [DS2]: As leading systems testing new approaches to accelerated improvement, holders of ICP contracts will be held to a higher standard of transparency on value, quality, and on reduction of inappropriate clinical variation. This will aid continuous improvement, monitoring and evaluation, and the spread of best practice across the NHS. We are using this consultation to engage on those proposals already included in the ICP Contract and to develop as necessary further measures for inclusion (see consultation questions). The incorporation of this suite of additional transparency requirements, included as a template within each ICP Contract would, once agreed, be a condition of using the contract, enforced through the ISAP approval process.

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 ICP 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: [ ]**
INTEGRATED PRACTICES	**[ ]**

Comment [DS5]: Commissioner parties will depend on:
- Area covered by the contract
- Range of services to be commissioned under it
- Terms of any underlying section 75 arrangements between NHS and local authority commissioners

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.

CONTENTS

PARTICULARS

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GC3 Service Commencement
GC4 Transition Period
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GC8 Contract Management
GC9 Information Requirements
GC10 Monitoring Activity
GC11 Payment Terms
GC12 Quality Incentives Schemes
GC13 Gain/Loss-Share Arrangement
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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

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

SERVICES	
[Healthcare]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)	
Primary Medical Services (PMS)	
Primary Medical Services (whether or not Primary Medical Essential Services) are to be provided under this Contract	**YES/NO**
Core Hours	**8.00am to 8.00pm Monday – Friday (except Good Friday, Christmas Day and Bank holidays)** **[[ ] to [ ] [Monday – Friday]** **[ ] to [ ] Saturday** **[ ] to [ ] Sunday**
GP Out of Hours Services (OOH)	
Out of Hours Services are to be provided at any Services Environment under this Contract	**YES/NO**
Public Health Services (PH)	
Public Health Services are to be provided under this Contract	**YES/NO**
Social Care Services (ASC)	
Social Care Services are to be provided under this Contract	**YES/NO**
Service Requirements	
Essential Services (NHS Trusts only)	**YES/NO**

Comment [DS8]: That is, Commissioners should indicate here which categories of service are in scope under the Contract. This will inform the content and/or application of the Service Conditions, as per the key in the right hand column of the Service Conditions, and of Schedules 5A, 5B and 7A. IE where provisions are stated to apply to one or more Service Categories, but not to ALL, those conditions will not appear in contracts if services in that category/categories are not within the scope of the contract in question.
The list of Service Categories here should not be taken as in any way indicating that NHS England is prescribing the services which can, should or must be in scope for any ICP.

Comment [DS9]: 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 ICP models commissioned using this form of contract. To be reviewed on an ongoing basis.

Services to which 18 Weeks applies	**YES/NO**
Is the Provider acting as a Data Processor in order to deliver the Services?	**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 Data Protection Officer (if required by Data Protection Legislation)	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Caldicott Guardian	**[ ]** **Email: [ ]** **Tel: [ ]**
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 Guardians	**[ ]** **Email: [ ]** **Tel: [ ]** **[ ]** **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**

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 [DS10]: 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
- Provider's financial business plan
- Gain/Loss-Share Agreement (if those arrangements are multi-party)
- ICP/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 [DS11]: See proposed National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2018

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

[**Insert text locally as required**]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Comment [DS12]: 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		

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

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

D. Key Documents

Comment [DS13]: 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:

- *Provider's organisational form/constitution documents*
- *All Material Sub-Contracts*
- *Direct Agreements with sub-contractors*
- *Gain/Loss-Share Agreement (if those arrangements are multi-party)*
- *Provider/GP Integration Agreement (for Partially-Integrated model)*
- *Data sharing agreements*
- *Leases of key premises and equipment*

SCHEDULE 2 – THE SERVICES

A. The Population

[In respect of the Healthcare Services] 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.

[In respect of the Public Health Services and the Social Care Services the Population will from time to time comprise:

[ ]

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 Integrated Practices

SCHEDULE 2 – THE SERVICES

B. The Contract Area

[In respect of the Healthcare Services:]

[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 Integrated Practice (where that Integrated Practice's List of Service Users is open) or seek acceptance by an Integrated Practice as a temporary resident for the purposes of the Integrated Practice's List of Service Users as required by [regulation 20(1)(d) of the National Health Service (General Medical Services Contracts) Regulations 2015].]

[In respect of the Public Health and the Social Care Services:
The Contract Area is the area edged in green on the map below.]

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. If not, define separately as below.

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 Integrated Practices

SCHEDULE 2 – THE SERVICES

C. Service Specifications

1. Commissioners' Service Requirements

Healthcare Services

Public Health Services

Social Care Services

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 services to be provided by the Provider and how the Provider should support the activities of the CCG and/or Local Authority Commissioners

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.

Healthcare Services

Public Health Services

Social Care Services

SCHEDULE 2 – THE SERVICES

C. Service Specifications

3. Excepted [Healthcare] Services

Comment [DS20]: See SC2.5

List here those [Healthcare] 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.

SCHEDULE 2 – THE SERVICES

D. Not Used

SCHEDULE 2 – THE SERVICES

E. Indicative Activity Plan

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

SCHEDULE 2 – THE SERVICES

F. Activity Planning Assumptions

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

SCHEDULE 2 – THE SERVICES

G. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

H. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

I. Clinical Networks

Insert text locally or state Not Applicable

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.

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

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

SCHEDULE 2 – THE SERVICES

M. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally

SCHEDULE 3 – INTEGRATION ACTIVITIES

A. Integration Activities

[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 Integrated Practices implement and operate:

[Include requirements relating to

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

Comment [DS23]: Integration Activities and Goals to be developed locally and mirrored in an Integration Agreement to be entered into between the Provider, Integrated 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).

SCHEDULE 3 – INTEGRATION ACTIVITIES

B. Integration Goals

SCHEDULE 3 – INTEGRATION ACTIVITIES

C. Integrated Practices

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

SCHEDULE 3 – INTEGRATION ACTIVITIES

D. Integrated Providers

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

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 *Whole population models of provision: Establishing integrated budgets* https://www.england.nhs.uk/publication/whole-population-models-of-provision-establishing-integrated-budgets-document-7b/

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

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 *Whole population models of provision: Establishing integrated budgets* https://www.england.nhs.uk/publication/whole-population-models-of-provision-establishing-integrated-budgets-document-7b/.

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

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.

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 *Whole population models of provision: Establishing integrated budgets* https://www.england.nhs.uk/publication/whole-population-models-of-provision-establishing-integrated-budgets-document-7b/.

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.

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

SCHEDULE 4 – PAYMENT

F. Development Plan for Integrated Personal Commissioning

The guidance below sets out some considerations to be taken into account in populating this Schedule where it has been determined locally that the Provider will play an active role in the provision and implementation of Integrated Personal Commissioning, personal health budgets, personal budgets for social care and/or integrated personal budgets.

Not all of the examples below will be relevant to every type of personal budget and the Schedule will likely need to distinguish between different types of personal budgets to ensure that it is consistent with the CCG's (and, where relevant, the Local Authority's) statutory obligations.

Key statutory obligations

Regulation 32B of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012

- *This entitles individuals who receive Continuing Healthcare or Continuing Care for Children to personal health budgets, where appropriate.*
- *The CCG must retain responsibility for, amongst other things:*
    - *deciding whether to grant a request for a personal health budget;*
    - *if a request for a personal health budget is granted, deciding whether the most appropriate way to manage the personal health budget is:*
        - *(i) by the making of a direct payment;*
        - *(ii) by the application of the personal health budget by the CCG itself; or*
        - *(iii) by the transfer of the personal health budget to a third party (for example, the Provider) who will apply the personal health budget.*
- *if the CCG decides that the most appropriate way of managing a personal health budget is by the transfer of the personal health budget to the Provider, the Provider must still obtain the agreement of the CCG in respect of the choices of services / treatment that Service Users/Carers have made.*

The Care Act 2014 ("the 2014 Act") and the Care and Support Statutory Guidance

- *Personal budgets for social care are a mandatory element of the care and support / support plans that Local Authorities are required to prepare if they are required to meet an adult's needs, or decide to meet an adult's needs, under the 2014 Act.*
- *The 2014 Act requires direct payments to be made if the conditions in sections 31 or 32 of the 2014 Act have been met. The Care and Support (Direct Payments) Regulations place further requirements / obligations on Local Authorities in respect of direct payments for social care.*
- *The Local Authority is able to delegate its functions in respect of personal budgets for social care to a provider under the 2014 Act (including making direct payments). The Schedule will however need to make clear exactly which functions have been delegated. The Local Authority will retain ultimate responsibility for how its functions are carried out.*

Section 12A of the National Health Service Act 2006 and the National Health Service (Direct Payments) Regulations 2013 (the "2013 Regulations)

- *Direct payments by definition can only be made by the Secretary of State, NHS England a CCG or Local Authority, therefore any direct payments would have to be made by the CCG and not the provider.*

- *The CCG must make the decision as to whether to make a direct payment, and it must be made in accordance with the 2013 Regulations.*

Examples of the matters the schedule should cover

- *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*

- *the funding arrangements, including what is within the WPAP and what is not;*

- *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;*

- *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;*

- *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 should:

- *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).*

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: 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.

Those listed reflect recent changes made to the generic NHS Standard Contract, following consultation, in May 2018.

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***

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***	***Quarterly***	***A CR R***

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
				threshold		
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***	***Quarterly***	***A CR R***

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
				Service User above that threshold		
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	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

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	and hospital of the Service User's choice*					
	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

SCHEDULE 5 – QUALITY REQUIREMENTS

B. National Quality Requirements

	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 5E]	Review of Service Quality Performance Reports	As set out in Schedule 5E, 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***

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.

Those listed reflect recent changes made to the generic NHS Standard Contract, following consultation, in May 2018.

	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***

	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***	***For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018,***	***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
	state) who wait less than two weeks to start a NICE-recommended package of care*	***operating standard of 53%***				
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

SCHEDULE 5 – QUALITY REQUIREMENTS

C. Local Quality Incentive Scheme

Comment [DS33]: A local quality incentive scheme may provide for payments to be made to the Provider on satisfaction of specified indicators and/or for deductions to be made if specified indicators are not met. In either case, indicators may include process (input) measures, service-specific clinical outcomes and/or measures of patient experience.

In the context of fully-integrated models, the local quality incentive scheme may, to the extent that it relates to primary medical services, replicate QOF.

SCHEDULE 5 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years, or state Not Applicable

CQUIN Table 2: CQUIN Payments on Account

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

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.

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	

SCHEDULE 6 - GOVERNANCE

B.1 Provider's Material Sub-Contracts

Material Sub-Contractor [Name] [Registered Office] [Company number] [CQC Registration]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, are they a Data Processor, Data Controller or joint Data Controller - state which
Insert text locally or state Not Applicable				

SCHEDULE 6 - GOVERNANCE

B.2 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.

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 https://digital.nhs.uk/services/the-challenging-burden-service/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) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-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, but likely to include requirements in relation to:*** ***QOF data*** ***'Retired QOF' or NLIG*** ***Global sum - Named Accountable GP data collection,*** ***Alcohol related risk*** ***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***] ***National diabetes audit*** ***Digital workforce***				**Primary Medical Services**

Comment [DS35]: Where any practice terminates or suspends its GMS/PMS contract and the relevant GPs become employees of or sub-contractors to the ICP, so that the registered list of that practice is assumed by the ICP, the ICP Contract will require the Provider to comply with the national Quality and Outcomes Framework (QOF) metrics reporting requirements in relation to those registered patients and primary medical services provided to them, whether those services are delivered by the Provider itself or by the GPs as sub-contractors .

Where, before termination or suspension of its GMS/PMS contract, the practice was subject to locally agreed variations to QOF metrics reporting, those locally-agreed variations will be reflected in the reporting requirements under the ICP contract in relation to the relevant registered patients and primary medical services provided to them, whether those services are delivered by the Provider itself or by the GPs as sub-contractors.

Contractual responsibilities for reporting on QOF metrics, whether based on national requirements or locally agreed variations to these requirements, will be assured as part of ISAP review of the proposed ICP contract and relevant sub-contracts.

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Overseas visitors				
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 and Outcome 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. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators , including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	**All**
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	In accordance with	In accordance with	In accordance with	**All**

Comment [DS34]: See also GC9.2.2 and Directions referred to in it

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
	milestones	relevant DQIP	relevant DQIP	relevant DQIP	
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*** ***Global sum - Named Accountable GP data collection,*** ***Alcohol related risk*** ***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***] ***National diabetes audit*** ***Digital workforce***				**Primary Medical Services**

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Overseas visitors				
Local Requirements Reported Locally				
Insert as agreed locally.*				

Comment [DS36]: See comment above. See also GC9.2.2 and Directions referred to in it.

Comment [DS37]: To include those required by Local Authority Commissioners as necessary

*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/

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				

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

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

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Comment [DS38]: Note: further mandatory survey requirements may be required in relation to Primary Medical Service – 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]				

Comment [DS39]: May include, for example, those required by local authority commissioners

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider's Financial Business Plan

Comment [DS40]: 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 in relation to the Contract (including those in respect of the WPAP, Activity-Based Payments, Incentive Scheme (P4P) payments, Gain/Loss Share Arrangements)*
- *Anticipated recurrent expenditure in relation to the Contract (covering workforce, premises, consumables, training, maintenance etc)*
- *Anticipated payments to sub-contractors in relation to the Contract*
- *Anticipated capital expenditure (covering premises, equipment, IT etc) in relation to the Contract*
- *Anticipated lifecycle expenditure (covering premises, equipment, IT etc) in relation to the Contract*
- *Anticipated capital receipts (eg from disposals of premises or equipment) in relation to the Contract*
- *How funds are to be raised and/or accumulated to fund anticipated capital and lifecycle expenditure in relation to the Contract*
- *Anticipated payments of interest, repayments of principal, and other charges, in respect of corporate, asset, property and other finance in relation to the Contract*
- *Anticipated taxes (corporation tax, VAT, stamp duty etc) in relation to the Contract*
- *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.

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

G. Data Requirements

Comment [DS41]: See GC28.28 – 28.29

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 ICP 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:

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.

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

H. Data Processors

[List third party 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]

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

I. Provider Data Processing Agreement

Comment [DS42]: This Schedule and related definitions are designed to accommodate and reflect the requirements of the new General Data Protection Regulation (GDPR), mirroring changes made to the generic NHS Standard Contract and following a separate consultation exercise during March/April 2018.

[NOTE: This Schedule 7I applies only where the Provider is appointed to act as a Data Processor under this Contract]

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. DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. 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 set out in this Schedule, including instructions regarding transfers of Personal Data outside the EU or to an international organisation unless such transfer is required by Law, in which case the Data Processor shall inform the Provider of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.

2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.

2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 7I:

(a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 7I (and in particular Annex A);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Provider's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(E) are aware of and trained in the policies and procedures identified in GC28.15 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:

(i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and

(iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;

(e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data.

(f) 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 this paragraph 2.4, 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.

(g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating

Commissioner or to a third party, 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.

2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;

(d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body in connection with Personal Data processed under this Schedule 7I including any communication concerned with the systems on which Personal Data is processed under this Schedule 7I;

(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

(f) becomes aware of or reasonably suspects a Data Loss Event; or

(g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.

2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:

(a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;

(c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;

(d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC21 *(Inspection and Quality Audit),* the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.

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

2.11 Without prejudice to GC15 *(Assignment and Sub-contracting)*, before allowing any Sub-processor to process any Personal Data related to this Schedule 7I, the Provider must:

(a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Co-ordinating Commissioner;

(c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;

(d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 7I and in any event includes the requirements set out at GC28.22.3 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).; and

(e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.

2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 7I, containing:

(a) the categories of processing carried out under this Schedule 7I;

(b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

(c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 7I; and

(d) 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.

2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.

2.14 The Provider must comply at all times with obligations equivalent to those imposed on the Co-ordinating Commissioner by virtue of Seventh Data Protection Principle for so long as the DPA 1998 remains in force and after that time with those set out at Article 32 of the GDPR and equivalent provisions implemented into Law.

2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.

2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.

2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A

Data Processing Services

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.

2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purposes of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

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 Integrated 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 [DS43]: 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.

SCHEDULE 9 – STAFF

A. Staff Transition and Development Programme

Comment [DS44]: That is, a locally-agreed plan for training, development, physical relocation and reorganisation of staff over time to meet the requirements of the new care model.

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 Activities] 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 Activities], 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 Activities] or any of them after expiry or termination of this Contract or termination of a Service [or the Integration Activities], 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 Activities (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 Activities (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 Activities (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 Activities (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 Activities (as appropriate];

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

4.5 assign or redeploy to the Services or the relevant Service [or the Integration Activities (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 Activities (as appropriate].

5. On termination or expiry of this Contract or of any Service [or the Integration Activities (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 Activities (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 Activities (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 Activities (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.

SCHEDULE 9 – STAFF

C. PENSIONS

Comment [DS45]: To be populated locally with provisions in respect of access to NHS Pension Scheme and Local Government Pension Scheme if/as appropriate

SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME

A. Services Environment Development Programme

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 [Healthcare] 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.*

Comment [DS46]: A locally-agreed plan to cover, amongst other things, how the Provider will achieve inter-operability across all Services. The guidance below relates to the healthcare estate, but Local Authority Commissioners may require obligations to cover estate used for delivery of Public Health and Social Care services as well.

SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME

B. IT Development Programme

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

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 GC33 (Change in Control).

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