fClassification: Official

Publication reference: 1579

NHS Standard Contract 2023/24

Particulars (Full Length)

Contract title / ref:

Version 1, December 2022

Prepared by: NHS Standard Contract Team, NHS England
england.contractsengagement@nhs.net

Contract Reference	

DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	**[ ] years/months commencing [ ] [(or as extended in accordance with Schedule 1C)]**
COMMISSIONERS ~~*Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs*~~	**[ ] ~~CCG/~~ICB (ODS [ ])** **[ ] ~~CCG/~~ICB (ODS [ ])** **[ ] ~~CCG/~~ICB (ODS [ ])** **NHS England]** **[Local Authority] (ODS [ ])**
CO-ORDINATING COMMISSIONER *See GC10 and Schedule 5C*	**[ ]**
PROVIDER	**[ ] (ODS [ ])** **Principal and/or registered office address:** **[ ]** **[Company number: [ ]**

CONTENTS

PARTICULARS

CONTENTS
SCHEDULE 1 – SERVICE COMMENCEMENT
A. Conditions Precedent
B. Commissioner Documents
C. Extension of Contract Term
SCHEDULE 2 – THE SERVICES
A. Service Specifications
Ai. Service Specifications – Enhanced Health in Care Homes
Aii. Service Specifications – Primary and Community Mental Health Services
B. Indicative Activity Plan
C. Activity Planning Assumptions
D. Essential Services (NHS Trusts only)
E. Essential Services Continuity Plan (NHS Trusts only)
F. Clinical Networks
G. Other Local Agreements, Policies and Procedures
H. Transition Arrangements
I. Exit Arrangements
J. Transfer of and Discharge from Care Protocols
K. Safeguarding Policies and Mental Capacity Act Policies
L. Provisions Applicable to Primary Medical Services
M. Development Plan for Personalised Care
N. Health Inequalities Action Plan
SCHEDULE 3 – PAYMENT
A. Aligned Payment and Incentive Rules
B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices
C. Local Prices
D. Expected Annual Contract Values
E. Timing and Amounts of Payments in First and/or Final Contract Year
F. CQUIN
G. Not used
SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS
SCHEDULE 5 – GOVERNANCE
A. Documents Relied On

B. Provider's Material Sub-Contracts .....
C. Commissioner Roles and Responsibilities .....
SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS .....
A. Reporting Requirements .....
B. Data Quality Improvement Plans .....
C. Service Development and Improvement Plans .....
D. Surveys .....
E. Data Processing Services .....
SCHEDULE 7 – PENSIONS .....

SERVICE CONDITIONS

SC1 Compliance with the Law and the NHS Constitution
SC2 Regulatory Requirements
SC3 Service Standards
SC4 Co-operation
SC5 Commissioner Requested Services/Essential Services
SC6 Choice and Referral
SC7 Withholding and/or Discontinuation of Service
SC8 Unmet Needs, Making Every Contact Count and Self Care
SC9 Consent
SC10 Personalised Care
SC11 Transfer of and Discharge from Care; Communication with GPs
SC12 Communicating With and Involving Service Users, Public and Staff
SC13 Equity of Access, Equality and Non-Discrimination
SC14 Pastoral, Spiritual and Cultural Care
SC15 Urgent Access to Mental Health Care
SC16 Complaints
SC17 Services Environment and Equipment
SC18 Green NHS and Sustainability
SC19 ~~Food Standards and Sugar Sweetened Beverages~~National Standards for Healthcare Food and Drink
SC20 Service Development and Improvement Plan
SC21 Infection Prevention and Control and Staff Vaccination
SC22 Assessment and Treatment for Acute Illness
SC23 Service User Health Records
SC24 NHS Counter-Fraud Requirements
SC25 Other Local Agreements, Policies and Procedures
SC26 Clinical Networks, National Audit Programmes and Approved Research Studies
SC27 Formulary
SC28 Information Requirements
SC29 Managing Activity and Referrals
SC30 Emergency Preparedness, Resilience and Response
SC31 Force Majeure: Service-Specific Provisions
SC32 Safeguarding Children and Adults
SC33 ~~Incidents Requiring Reporting~~Patient Safety
SC34 ~~Care of Dying People and Death of a Service User~~End of Life Care
SC35 Duty of Candour
SC36 Payment Terms
SC37 Local Quality Requirements
SC38 CQUIN
SC39 Procurement of Goods and Services

Annex A National Quality Requirements
Annex B Provider Data Processing Agreement

GENERAL CONDITIONS

GC1 Definitions and Interpretation
GC2 Effective Date and Duration
GC3 Service Commencement
GC4 Transition Period
GC5 Staff
GC6 Intentionally Omitted
GC7 Intentionally Omitted
GC8 Review
GC9 Contract Management
GC10 Co-ordinating Commissioner and Representatives
GC11 Liability and Indemnity
GC12 Assignment and Sub-Contracting
GC13 Variations
GC14 Dispute Resolution
GC15 Governance, Transaction Records and Audit
GC16 Suspension
GC17 Termination
GC18 Consequence of Expiry or Termination
GC19 Provisions Surviving Termination
GC20 Confidential Information of the Parties
GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency
GC22 Intellectual Property
GC23 NHS Identity, Marketing and Promotion
GC24 Change in Control
GC25 Warranties
GC26 Prohibited Acts
GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
GC28 Force Majeure
GC29 Third Party Rights
GC30 Entire Contract
GC31 Severability
GC32 Waiver
GC33 Remedies
GC34 Exclusion of Partnership
GC35 Non-Solicitation
GC36 Notices
GC37 Costs and Expenses
GC38 Counterparts
GC39 Governing Law and Jurisdiction

Definitions and Interpretation

CONTRACT

Contract title: ……

Contract ref: ……

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

1. these **Particulars**, as completed and agreed by the Parties and as may be varied from time to time in accordance with GC13 (*Variations)*;

2. the **Service Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/;

3. the **General Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/.

Each Party acknowledges and agrees

(i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and

(ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under Regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (*Responsibilities and Standing Rules*) Regulations 2012, with effect from the date of such publication.

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 *See GC2.1*	**[The date of this Contract] [*or as specified here*]**
Expected Service Commencement Date *See GC3.1*	
Longstop Date *See GC4.1 and 17.10.1*	
Contract Term	**[ ] years/months commencing [ ]** **[(or as extended in accordance with Schedule 1C)]**
Commissioner option to extend Contract Term *See Schedule 1C, which applies only if YES is indicated here*	**YES/NO** **By [ ] months/years**
Commissioner Notice Period (for termination under GC17.2)	**[ ] months *[Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]***
Commissioner Earliest Termination Date (for termination under GC17.2)	**[ ] months after the Service Commencement Date *[Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]***
Provider Notice Period (for termination under GC17.3)	**[ ] months *[Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]***
Provider Earliest Termination Date (for termination under GC17.3)	**[ ] months after the Service Commencement Date *[Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]***

SERVICES	
Service Categories	**Indicate all categories of service which the Provider is commissioned to provide under this Contract.** *Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.*
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (non-emergency) (PT)	
Radiotherapy Services (R)	
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	
Service Requirements	
Prior Approval Response Time Standard *See SC29.25*	**Within [ ] Operational Days following the date of request** **Or** **Not applicable**
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	**Not applicable/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 (children) / named professional for safeguarding children	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Child Sexual Abuse and Exploitation Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Mental Capacity and Liberty Protection Safeguards Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Prevent Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Freedom To Speak Up Guardian(s)	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's UEC DoS Contact	**[ ]** **Email: [ ]** **Tel: [ ]**
Commissioners' UEC DoS Leads	**[ ] ~~CCG/~~ICB:** **[ ]** **Email: [ ]** **Tel: [ ]** **[INSERT AS ABOVE FOR EACH ~~CCG/~~ICB]**
Provider's Infection Prevention Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Health Inequalities Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Net Zero Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's 2018 Act Responsible Person	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Wellbeing Guardian (NHS Trusts and Foundation Trusts only)	**[ ]** **Email: [ ]**

	Tel: [ ]
CONTRACT MANAGEMENT	
Addresses for service of Notices *See GC36*	**Co-ordinating Commissioner: [ ]** **Address: [ ]** **Email: [ ]** **Commissioner: [ ]** **Address: [ ]** **Email: [ ]** **[INSERT AS ABOVE FOR EACH COMMISSIONER]** **Provider: [ ]** **Address: [ ]** **Email: [ ]**
Frequency of Review Meetings *See GC8.1*	**Ad hoc/Monthly/Quarterly/Six Monthly**
Commissioner Representative(s) *See GC10.3*	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]**
Provider Representative *See GC10.3*	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]**

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents:

1.	Evidence of appropriate Indemnity Arrangements
2.	[Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)]
3.	[Evidence of the Provider Licence in respect of Provider and Material Sub-Contractors (where required)]
4.	[Copies of the following 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 PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT*]
5.	[Insert text locally]

The Provider must complete the following actions:

[**Insert text locally or state Not Applicable**]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

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 the Contract Technical Guidance. Either include the text below or delete it and state Not Applicable.

1. 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.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

This is a non-mandatory model template for local population. Commissioners may retain the structure below, or may determine their own in accordance with the Contract Technical Guidance. NHS England's Contract Technical Guidance provides (at paragraph 36) further guidance on specifications generally and on what to consider for inclusion under the headings below.

Service name	
Service specification number	
Population and/or geography to be served	
Service aims and desired outcomes	
Service description and location(s) from which it will be delivered	

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

This Schedule will be applicable, and should be included in full, where the Provider is to have a role in delivering the Enhanced Health in Care Homes care model in collaboration with local PCNs. If the Provider is not to have such a role, delete the text below and insert Not Applicable.

Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model.

Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 Enhanced Health in Care Homes Requirements

1.1 Primary Care Networks and other providers with which the Provider must cooperate

[ ] PCN (acting through lead practice [ ]/other)
[ ] PCN (acting through lead practice [ ]/other)
[other providers]

1.2 Indicative requirements

Have in place a list of the care homes for which it is to have responsibility, agreed with the relevant ~~CCG/~~ICB as applicable.	YES
Have in place a plan for how the service will operate, agreed with the relevant ~~CCG(s)/~~ICB(s) as applicable, PCN(s), care homes and other providers [listed above], and abide on an ongoing basis by its responsibilities under this plan.	YES
Have in place and maintain in operation in agreement with the relevant PCN(s) and other providers [listed above] a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Have in place and maintain in operation protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.	YES
Participate in and support 'home rounds' as agreed with the PCN as part of an MDT.	YES/NO
Operate, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a Personalised Care and Support Plan with people living in care homes, with the expectation that all Personalised Care and Support Plans will be in digital form. ~~with effect from no later than 31 March 2023.~~	YES/NO

Through these arrangements, the MDT will: • aim for the plan to be developed and agreed with each new resident within seven Operational Days of admission to the home and within seven Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale); • develop plans with the person and/or their carer; • base plans on the principles and domains of a ~~C~~comprehensive ~~G~~geriatric ~~A~~assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate; • draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and • make all reasonable efforts to support delivery of the plan.	
Work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.	YES/NO
Work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27 (https://www.nice.org.uk/guidance/ng27).	YES/NO

1.3 Specific obligations

[*To include details of care homes to be served*]

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Primary and Community Mental Health Services

Guidance notes

This Schedule supports the implementation of arrangements put in place through the GP Contract (specifically the Additional Roles Reimbursement Scheme within the Network Contract Directed Enhanced Service), under which certain mental health providers, as part of their mental health service transformation efforts, are to support local Primary Care Networks (PCNs) by employing or engaging Mental Health Practitioners (MHPs). These MHPs will act as a shared resource for the PCN and the mental health provider's primary care mental health / community mental health team.

This Schedule will therefore be applicable, and should be completed and included ~~in full~~ (with these guidance notes deleted), where the Provider is to be the main provider of secondary community-based mental health services for adults / older adults and/or children and young people in the local area. If that is not the case, delete the text below and insert Not Used.

MHP role

The Mental Health Practitioner role for adults and older adults should support people with complex mental health needs that are not suitable for IAPT provision. This aligns with the Long Term Plan commitment to design integrated mental health pathways across primary and secondary care for people with severe mental illness. ~~For 2022/23 the number of practitioners employed or engaged to focus on adults/older adults can increase to two for smaller PCNs and four for larger PCNs. This increase is subject to Providers and PCNs being able to reach local agreement, but it is expected that all concerned will use all reasonable endeavours to enable the increase to go ahead. Where there are difficulties in reaching agreement locally, the local ICS mental health board should assist in facilitating an acceptable resolution.~~ For children and young people, the role should support those (and their families/carers) who present to general practice with identified or suspected mental health issue e.g. anxiety and depression, risk of developing an eating disorder, or in response to crisis including those who may have complex needs.

Minimum numbers of MHPs

A number of sites around the country received national funding from 2019/20-2020/21 to become 'early implementers' of the NHS Long Term Plan commitment to create new and integrated models of primary and community mental health services programme across England. In those circumstances, where a new integrated service model has already been put in place and is proving effective, a PCN may not need to use its ARRS funding to take up the mental health practitioner entitlement. Where a PCN does wish to take up the ARRS entitlement, local partners should work together to ensure alignment with these models so that adoption of the scheme builds on and complements the new models and does not destabilise progress made to date.

Within that context, the normal minimum numbers of MHPs (for adults / older adults) to be employed or engaged are

- *for any PCN with a registered population of 100,000 patients or fewer, at least one MHP; and*
- *for any PCN with a registered population of more than 100,000 patients, at least two MHPs.*

This level of MHP provision for adults / older adults must be "additional". In brief, this means above the baseline level already in place at 31 January 2021 – but see the full definition of the term "Additional" below.

A higher number of MHPS for adults / older adults may be employed or engaged, and MHPs may also be employed or engaged to work with children and young people. Either should only happen where there is local agreement (including as to funding) between the ICB, the Provider and the relevant PCNs.

Funding for MHPs

Under the Additional Roles Reimbursement Scheme of the Network Contract Directed Enhanced Service, the constituent general practices which form a PCN have an entitlement to certain funding for MHP roles.

In accordance with this, the expectation is that, for each MHP, the PCN will provide "match funding" to the Provider. "Match funding" means a financial contribution of 50% of the actual salary, National Insurance and pension costs of an individual MHP, to be paid on an ongoing basis to the Provider by the PCN or the PCN lead practice.

~~As part of the arrangements described below~~To document this arrangement, the Provider must put in place a separate written agreement for provision of MHP services with the lead practice of each PCN, setting out the detail of the local MHP arrangements and the agreed funding flow. ~~In developing these agreements, providers may find the ARRS employment models materials (https://future.nhs.uk/P_C_N/view?objectId=21555568) produced by NHS England helpful.~~NHS England has published a model subcontract for the provision of services related to the Network Contract Directed Enhanced Service, which may be used for this purpose.

~~Primary Care Networks in respect of which the requirements of this Schedule apply to the Provider:~~

~~PCNs with a registered population of 100,000 patients or fewer:~~

~~[ ] PCN (acting through lead practice [ ]/other)~~
~~[ ] PCN (acting through lead practice [ ]/other)~~

~~PCNs with a registered population of more than 100,000 patients:~~

~~[ ] PCN (acting through lead practice [ ]/other)~~
~~[ ] PCN (acting through lead practice [ ]/other)~~

~~Specific requirements in respect of any PCN with a registered population of 100,000 patients or fewer~~

~~Where requested by the PCN and where provided by that PCN with Match Funding, identify in agreement with the PCN at least one Additional whole-time-equivalent adult / older adult Mental Health Practitioner, employed or engaged by the Provider or a Sub-Contractor, to work as a full member of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's primary care mental health / community mental health team.~~

~~Where agreed with the PCN and where provided by that PCN with Match Funding, identify at least one further Additional whole-time-equivalent adult / older adult Mental Health Practitioner, employed or engaged by the Provider or a Sub-Contractor, to work from 1 April 2022 (or such later date as shall be agreed between the Provider, the Commissioner and the PCN) onwards as a full member of the PCN core multidisciplinary team (MDT) and act as a~~

~~shared resource across both the PCN core team and the Provider's primary care mental health / community mental health team.~~

~~Where agreed with the PCN and where provided by that PCN with Match Funding, identify in agreement with the PCN at least one whole-time-equivalent children / young people's Mental Health Practitioner, employed or engaged by the Provider or a Sub-Contractor, to work as a full member of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's children and young people's primary care mental health / community mental health team.~~

~~Specific requirements in respect of any PCN with a registered population of more than 100,000 patients~~

~~Where requested by the PCN and where provided by that PCN with Match Funding, identify in agreement with the PCN at least two Additional whole-time-equivalent adult / older adult Mental Health Practitioners, employed or engaged by the Provider or a Sub-Contractor, to work as a full member of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's primary care mental health / community mental health team.~~

~~Where agreed with the PCN and where provided by that PCN with Match Funding, identify at least two further Additional whole-time-equivalent adult / older adult Mental Health Practitioners, employed or engaged by the Provider or a Sub-Contractor, to work from 1 April 2022 (or such later date as shall be agreed between the Provider, the Commissioner and the PCN) onwards as a full member of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's primary care mental health / community mental health team.~~

~~Where agreed with the PCN and where provided by that PCN with Match Funding, identify in agreement with the PCN at least two whole-time-equivalent children / young people's Mental Health Practitioners, employed or engaged by the Provider or a Sub-Contractor, to work as a full member of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's local children and young people's primary care mental health / community mental health team.~~

Employment or engagement of Mental Health Practitioners

The Provider (or a Sub-Contractor) must employ or engage

i) Additional whole-time-equivalent adult / older adult Mental Health Practitioner(s) to work as full members of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's primary care mental health / community mental health team; and

ii) whole-time-equivalent children / young people's Mental Health Practitioner(s) to work as full members of the PCN core multidisciplinary team (MDT) and act as a shared resource across both the PCN core team and the Provider's children and young people's primary care mental health / community mental health team

as set out in the table below.

	Additional whole-time-equivalent MHPs (adults / older adults)	Whole-time-equivalent MHPs (children / young people)
[PCN 1 AND LEAD PRACTICE– INSERT NAMES]		

[PCN 2 AND LEAD PRACTICE – INSERT NAMES]		
[PCN 3 AND LEAD PRACTICE – INSERT NAME]		
[ADD FURTHER ROWS AS NECESSARY]		

Requirements to support the role of a Mental Health Practitioner in any PCN

Operate in agreement with the PCN, appropriate triage and appointment booking arrangements so that Mental Health Practitioners have the flexibility to undertake their role without the need for formal referral of patients from GPs and that the PCN continues to have access to the Provider's wider multidisciplinary community mental health team.

Implement, in agreement with the PCN, an effective role for Mental Health Practitioners, so that each Practitioner provides any or all of the following functions, depending on local context, supervision and appropriate clinical governance:

i) provide mental health advice, support, consultation and liaison across the wider local health system;

ii) facilitate onward access to mental and physical health, well-being and biopsychosocial interventions;

iii) provide brief psychological interventions, where qualified to do so and where appropriate; and

iv) work closely with other PCN-based staff, including the PCN multi-disciplinary team, to help address the potential range of biopsychosocial needs of Service Users with mental health problems.

Provide (and ensure that any Sub-Contractor provides) each Mental Health Practitioner with appropriate support to maintain the quality and safety of Services, including through robust clinical governance structures complying with the requirements contained or referred to in SC1, SC2 and GC5.2-5.3, and in relation to training, professional development and supervision, as required under GC5.5.

DEFINITIONS

Additional over and above:
(i) any Mental Health Practitioner already employed or engaged by the Provider or a Sub-Contractor to work as a member of (i.e. working full-time or part-time, including on a rotational basis, within) the relevant general practice or PCN core multi-disciplinary teams as at 31 January 2021; and
(ii) any IAPT Practitioner already employed or engaged by the Provider or a Sub-Contractor and working co-located within the relevant general practice as at 31 January 2021.

IAPT Practitioner an individual employed as a low-intensity Psychological Wellbeing Practitioner or high intensity therapist, to provide services under the Improving Access to Psychological Therapies programme

~~**Match Funding** a financial contribution of 50% of the actual salary, National Insurance and pension costs of an individual Mental Health Practitioner, to be paid on an ongoing basis to the Provider by the PCN or the PCN lead practice, under the terms of a separate written provision of service agreement~~

Mental Health Practitioner an individual employed or engaged in any practitioner role (registered or non-registered) at Agenda for Change Band 4-8a, to support either a) adults and older adults with complex mental health needs that are not suitable for IAPT provision or b) children and young people with suspected or identified mental health issues or needs. This includes but is not limited to a Community Mental Health Nurse/Practitioner, Clinical Psychologist, Mental Health Occupational Therapist, Peer Support Worker, ~~or~~ Mental Health Community Connector, Care Navigator or Children Wellbeing but does not include an IAPT Practitioner

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

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

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

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

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Insert details/web links* or state Not Applicable

*** ie details of and/or web links to 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

H. Transition Arrangements

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Insert text locally

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Insert text locally from 'NHS Standard Contract Provisions Applicable to Primary Medical Services Schedule 2L and Explanatory Note' (https://www.england.nhs.uk/nhs-standard-contract/) or state Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

Universal Personalised Care: Implementing the Comprehensive Model (UPC) (https://www.england.nhs.uk/publication/universal-personalised-care-implementing-the-comprehensive-model/) outlines key actions required to support the roll out of personalised care in accordance with NHS Long Term Plan commitments. UPC has 6 key components: Patient Choice, Personalised Care and Support Planning, Supported Self-Management, Shared Decision Making, Social Prescribing and Personal Health Budgets.

In this context, Schedule 2M should be used to set out specific actions which the Commissioner and/or Provider will take to give Service Users greater choice and control over the way their care is planned and delivered, applying relevant components as listed above. Actions set out in Schedule 2M could focus on making across-the-board improvements applying to all of the Provider's services – or on pathways for specific conditions which have been identified locally as needing particular attention. Actions set out in Schedule 2M should be the result of co-production with Service Users and their families / carers. Those with lived experience of relevant conditions and services should be involved at every stage in the development of personalised approaches.

Detailed suggestions for potential inclusion are set out below.

Patient choice and Shared decision-making (SDM)

Enabling service users to make choices about the provider, team and services that will best meet their needs, and facilitating SDM in everyday clinical practice are legal and NHS Constitution requirements, as well as specific contractual obligations under SC6.1 and SC10.2.

In brief, SDM is a process in which Service Users and clinicians work together to discuss the risks, benefits and consequences of different care, treatment, tests and support options, and make a decision based on evidence-based, good quality information and their personal preferences. For a full definition, see the General Conditions and the resources available at https://www.england.nhs.uk/shared-decision-making/. NICE guideline NG197 on Shared Decision Making (https://www.nice.org.uk/guidance/ng197) reinforces the need for SDM to be part of everyday practice across all healthcare settings.

- *Use Schedule 2M to set out detailed plans to support patient choice and to embed use of SDM as standard across all relevant services. This should include:*
    - *ensuring workforce have access to training and support to embed SDM, such as via the Personalised Care Institute (https://www.personalisedcareinstitute.org.uk/);*
    - *considering the use of validated patient-reported measures of SDM;*
    - *embedding processes to support Service Users in preparing for SDM conversations and making informed choices, including the use of decision support tools where available (see https://www.england.nhs.uk/shared-decision-making/decision-support-tools/);*
    - *ensuring Service Users are given sufficient time to reflect on information that will help them make a decision prior to consenting to treatment, as part of two-stage decision-making. This includes for example, reviewing decisions with patients who have been on waiting lists for prolonged periods or where additional risks are identified during pre-operative assessments.*

Personalised care and support plans (PCSPs)

Development, use and review of PCSPs are contractual obligations under SC10.3-10.4. In essence, PCSPs are a record of proactive, personalised conversations about the care a Service User is to receive, focused on what matters to the person; for a full definition, see the General Conditions. PCSPs are recommended for all long-term condition pathways plus other priority areas as set out in the NHS Long Term Plan. These include maternity services, palliative and end of life care, residential care settings, cancer, dementia, and cardio-vascular diseases. A simple version of a PCSP can also be used to support people who are on a waiting list for an elective procedure or for patients who have been discharged following a hospital admission, to consider what interim support they may need. PCSPs must also be in place to underpin any use of personal health budgets.

- *Use Schedule 2M to set out detailed plans to embed the development, review and sharing of PCSPs and to expand the ways in which Service Users are offered meaningful choice over how services are delivered.*
- *Plans should include ensuring that the workforce have access to training and support to embed personalised care and support planning, for example via the Personalised Care Institute.~~; and~~*
- *~~preparations~~Plans should also set out approaches for the digitisation of PCSPs in readiness for compliance with the DAPB Information Standard for Personalised Care and Support Plans. See PRSB Personalised Care and Support Plan standard.*

Social prescribing

Primary Care Networks are now employing social prescribing link workers, tasked with connecting patients to community groups and statutory services for practical and emotional support (see Social prescribing and community-based support: Summary Guide (https://www.england.nhs.uk/publication/social-prescribing-and-community-based-support-summary-guide/)).

- *Use Schedule 2M to set out a plan for how staff within the Provider will be made aware of the local social prescribing offer and for how referrals to and from social prescribing link workers or to digital social prescribing systems and services can be made, aligned to any local PCN shared plans for social prescribing as outlined in the PCN Contract DES.*

Supported self-management

As part of SDM and PCSPs, the support Service Users need to help them manage their long-term condition/s should be discussed with them. Interventions that can help people to develop the capacity to live well with their condition(s) include health coaching, self-management education, and peer support. NHS@home also supports more connected, personalised care using technology such as remote monitoring devices to support people to better self-manage their health and care at home with education and support from clinical teams

- *Use Schedule 2M to describe plans to embed the offer of supported self-management and to ensure appropriate referrals to self-management interventions, including access to digital tools and supported remote monitoring of long-term conditions.*

Personal health budgets (PHBs)

In brief, PHBs are an amount of money to support a person's identified health and wellbeing needs, planned and agreed between them and their local ~~CCG/~~ICB. Schedule 2M can be used to set out the detailed actions which the Commissioner and/or Provider will take to facilitate the roll-out of PHBs (including integrated personal budgets) to appropriate Service Users.

Legal rights to have PHBs now cover:

- *adults eligible for NHS Continuing Healthcare and children / young people eligible for continuing care;*
- *individuals eligible for NHS wheelchair services; and*
- *individuals who require aftercare services under section 117 of the Mental Health Act.*

Not all of the examples below will be relevant to every type of personal budget and the locally populated Schedule 2M will likely need to distinguish between different types of personal budgets to ensure that it is consistent with the ~~CCG's/~~ICB's statutory obligations and NHS legal frameworks.

The ~~CCG/~~ICB must retain responsibility for, amongst other things:

- *deciding whether to grant a request for a PHB;*
- *if a request for a PHB is granted, deciding whether the most appropriate way to manage the PHB is:*
  - *by the making of a direct payment by the ~~CCG/~~ICB to the individual;*
  - *by the application of the PHB by the ~~CCG/~~ICB itself; or*
  - *by the transfer of the PHB to a third party (for example, the Provider) who will apply the PHB.*

If the ~~CCG/~~ICB decides that the most appropriate way of managing a PHB is by the transfer of the PHB to the Provider, the Provider must still obtain the agreement of the ~~CCG/~~ICB in respect of the choices of services/treatment that Service Users/Carers have made, as set out in PCSPs.

- *Use Schedule 2M, for example, to:*
  - *describe which identified groups of Service Users are to be supported through a personalised care approach and which particular cohorts are to be offered PHBs;*
  - *clarify the funding arrangements, including what is within the Price and what is not, and whether funding will be provided as a one off payment;*
  - *set out a roll-out plan, with timescales and target levels of uptake (aimed at delivering the ~~CCG/~~ICB's contribution towards the targets set out in the NHS Long Term Plan for PHBs to be offered to Service Users/Carers from particular care groups, including, but not limited to those with legal rights listed above, people with multiple long-term conditions; people with mental ill health; people with learning disabilities; people using palliative and end of life care services; and to support patients with more timely discharge from hospital);*
  - *describe how the process of PHBs 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 personalised 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; and*
  - *set out any necessary arrangements for financial audit of PHBs, including for clawback 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.

SCHEDULE 2 – THE SERVICES

N. Health Inequalities Action Plan

The guidance below sets out some considerations to be taken into account in populating Schedule 2N.

Schedule 2N should be used to set out specific actions which the Commissioner and/or Provider will take, aimed at reducing inequalities in access to, experience of and outcomes from care and treatment, with specific relation to the Services being provided under this Agreement.

Successfully tackling health inequalities will always necessitate close working with other local organisations from the statutory sector and beyond – and the specific actions set out in Schedule 2N should always be rooted in wider systems for partnership working across the local area.

Detailed suggestions for inclusion are set out below.~~The Commissioner and Provider should also refer to the five strategic priorities for tackling health inequalities in the 2022-23 Priorities and Operational Planning Guidance (https://www.england.nhs.uk/operational-planning-and-contracting/).~~

Better data and intelligent use of data

Schedule 2N can be used to set out:

- *how the Parties will work with other partners to bring together accessible sources of data to understand levels of variation in access to and outcomes from the Services and to identify and prioritise cohorts of ~~vulnerable~~disadvantaged individuals, families, and communities, capitalising on growing understanding of population health management approaches and applications. This may include using data at national, regional and local levels and the use of the Health Inequalities Improvement Dashboard (HIID) (https://future.nhs.uk/EHIME/view?objectID=31141136);*
- *how they will use this intelligence base to analyse and prioritise action at neighbourhood, "place" and system level;*
- *what action the Provider will take to ensure that data which it reports about its Services is accurate and timely, with particular emphasis on attributing deprivation, ethnicity, disability, ethnicity, sexual orientation, and other protected characteristics; and*
- *how the provider will improve the way in which its analysis and reporting (internally and to the Commissioner) of its performance (including in managing waiting lists) breaks down the position by deprivation and ethnicity – and what actions it will take to address disparities which are identified and to prevent inequalities from widening.*

Community engagement

Schedule 2N can be used to describe how the Parties will work with partners to map established channels of communication and engagement with locally prioritised cohorts identified in the Core20PLUS5 approach (https://www.england.nhs.uk/about/equality/equality-hub/core20plus5/, to identify barriers or gaps to meaningful and representative engagement, and to develop action plans to address these.

Engagement activity should consider the variety of cohorts identified in the CORE20PLUS5 approach, for example:

- *~~socio-economically~~the most deprived communities (identified by the English indices of deprivation 2019 https://www.gov.uk/government/statistics/english-indices-of-deprivation-2019)*
- *~~those with~~groupsuops whose members share~~that share~~ protected characteristics e.g. ~~black, Asian and minority ethnic groups~~ethnic minority communities; disabled people; LGBTQ+ people*
- *~~potentially~~ the socially excluded ~~cohorts e.g.~~ (known as inclusion health groups) such as ~~rough sleepers, the homeless~~people experiencing homelessness or rough sleeping; asylum seekers and Gypsy, Roma and Traveller ~~groups~~communities*
- *digitally excluded ~~cohorts~~groups*
- *geography – urban, rural and coastal inequalities.*

Through these and other routes shared intelligence(such as local data, insight and understanding from the Health Inequalities Improvement Dashboard, population health management data and public health data profiles) can form the basis for practical goals and actions to be agreed, and set out in this Schedule, to meet established needs.

Access to and provision of the Services

Schedule 2N can be used to describe:

- *what actions the Parties will take to ensure that appropriate patients are identified for referral to the Services, by GPs and other referrers, with particular emphasis on ~~vulnerable cohorts~~ disadvantaged groups as identified in the Core20PLUS5 approach;*
- *how the Provider can support those referring into its Services through formal and informal means, such as shadowing schemes, educational programmes, health literacy programmes, advice and guidance services;*
- *how the Provider can develop and improve its services so that they respond more appropriately to the needs of ~~vulnerable~~disadvantaged groups as identified in the Core20PLUS5 approach, ensuring a culturally competent and appropriate approach;*
- *(with reference to SC12) what communication channels the provider will use to engage with patients (e.g. digital channels; single point of access/hub; face-to-face direct; channels suitable for patients facing digital exclusion and digital poverty);*
- *how the Provider can reduce unwarranted variations in access, experience and outcomes for those using the Services especially in delivering elective recovery.*

Implementation, monitoring and evaluation

Schedule 2N can set out clear timescales for the agreed actions described above, as well as arrangements through which the Parties will jointly monitor progress against these timescales and evaluate whether improved outcomes are achieved. This should involve other partners as appropriate, and include engagement with the prioritised ~~vulnerable~~disadvantaged groups, including those receiving the service but also those who might benefit but are not accessing the services.'

Schedule 2N can also be used to set out how the Commissioner and Provider will provide feedback to the partners they have worked with on delivering this plan.

Draft note: We have re-ordered the Payment Schedules as set out below. This change to the order of the Schedules is not shown as tracked changes.
Changes to the Schedule wording or guidance notes are shown in tracked changes.

SCHEDULE 3 – PAYMENT

A. Aligned Payment and Incentive Rules

Insert text and/or attach spreadsheets or documents locally or state Not Applicable. Include separate values / information for each of one or more Contract Years, as required.

~~*The content of this Schedule should cover the following.*~~*Guidance notes on completion of this Schedule are set out below.* *See the Aligned Payment and Incentive Rules (rules 1-5 at section 4) within the ~~National Tariff~~NHS Payment Scheme for ~~more~~further detailed advice.~~Note in particular the expectation that API arrangements are to operate at ICB footprint level. In any system where there is more than one CCG, this Schedule 3D should therefore show both individual API values for each CCG and aggregate API values, across CCGs, at ICB level. This will ensure clarity when contracts signed by CCGs transfer to successor ICBs on their formal establishment.~~*

In accordance with SC36.3, this Schedule must be completed in virtually every contract awarded to an NHS Trust or an NHS Foundation Trust. (The only exceptions would be a contracts which only covered services wholly and solely in scope of rule 4 or rule 5 of the API Rules.) ~~It~~This Schedule will not be relevant for contracts with non-NHS providers.

Refer to the NHS Payment Scheme for definitions of the capitalised terms used below, where not defined in the General Conditions.

Fixed Payment

Include a table setting out the agreed Fixed Payment for each Commissioner ~~to which the Aligned Payment and Incentive Rules apply.~~for the relevant Contract Year.

~~***Value of Elective Activity***~~

~~*Include a table setting out, for each applicable Commissioner, the Value of Elective Activity which has been included within the Fixed Payment. This is the value against which actual activity will be measured in-year, with adjustments to payment being made accordingly at the relevant variable rate described in the Aligned Payment and Incentive Rules.*~~

~~***Best Practice Tariffs***~~

~~*Include a table setting out, for each applicable Best Practice Tariff and for each applicable Commissioner, the financial value which has been included within the Fixed Payment in relation to the Provider's expected performance against that Best Practice Tariff. This is the value against which actual performance will be measured in-year, with adjustments to payment being made accordingly.*~~

High-cost drugs, devices and procedures

Include a table setting out, for each applicable Commissioner, the value (if any) which has been included within the Fixed Payment for the relevant Contract Year in relation to high-cost drugs, devices and procedures in accordance with rule 2c of the API Rules.

Advice and guidance activity

Include a table setting out, for each applicable Commissioner, the ~~expected financial value~~level of advice and guidance activity which~~ has been included within the Fixed Payment, and the assumptions on which this value has been determined~~the Provider is expected to deliver during the relevant Contract Year. This is the level against which actual advice and guidance activity will be measured in-year, with adjustments to payment being made as described in guidance issued by NHS England as referred to in the Aligned Payment and Incentive Rules.

CQUIN

Include a table setting out, for each applicable Commissioner, the financial value which has been included within the Fixed Payment for CQUIN. This should be based on the assumption that the Provider will achieve full compliance with the applicable CQUIN Indicators and will therefore earn the full 1.25% value. But reductions to payment should be made after the year-end, in accordance with the Aligned Payment and Incentive Rules and under the CQUIN reconciliation process set out in SC38, if the Provider under-performs against the CQUIN Indicators.

~~Agreed local~~ Locally agreed adjustments

Any ~~local~~locally agreed adjustments to the price(s) payable under these Aligned Payment and Incentive Rules which have been agreed between a Commissioner and the Provider and approved by NHS England under rule 3, as referred to in SC36.3.2 should be ~~shown in Schedule 3B (Local Variations).~~included in this Schedule, in the appropriate format.

Link to Expected Annual Contract Values Schedule

The separate Expected Annual Contract Values Schedule (Schedule 3D) must be completed in a way which is consistent with this Schedule 3A. The Expected Annual Contract Values Schedule should:

- *include the Aligned Payment and Incentive Fixed Payment for each applicable Commissioner;*
- *include an appropriate allowance for the expected volume of elective activity;*
- *allow for any locally agreed adjustment agreed and approved under API rule 3;*
- *where any of the exceptions under API rules 4 and 5 apply, include an appropriate allowance for the expected level of payment for the relevant Services in the relevant Contract Year, reflecting the expected Activity level included for those Services in the Indicative Activity Plan (Schedule 2B); and*
- *in respect of excluded high-cost drugs, devices and products which have not been included in the API Fixed Payment above, include an appropriate allowance for the expected level of payment for the relevant items in the relevant Contract Year, where it has been agreed locally that this should form part of the monthly payment on account, with subsequent reconciliation, rather than being paid for solely retrospectively.*

SCHEDULE 3 – PAYMENT

B. ~~Local Variations~~Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

For each ~~Local Variation~~Locally Agreed Adjustment to NHS Payment Scheme Unit Prices which has been agreed for this Contract, copy or attach the completed publication template required by NHS England, ~~(available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) –~~ or state Not Applicable. Additional locally agreed detail may be included as necessary by attaching further documents or spreadsheets. ~~Any locally-agreed adjustments (under rule 3 of the Aligned Payment and Incentives Rules) should also be included here.~~

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

SCHEDULE 3 – PAYMENT

C. ~~Local Variations~~Local Prices

Enter text below which, for each ~~separately priced~~ Service subject to a separate Local Price:

- *identifies the Service*
- ~~*describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at:www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) should be copied or attached)*~~
- *describes any currencies ~~(including national currencies)~~ to be used to measure activity*
- *describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)*
- *sets out ~~prices~~the agreed Local Price for the first Contract Year*
- *sets out ~~prices~~the agreed Local Price and/or any agreed regime for adjustment of ~~prices~~ the agreed Local Price for the second and any subsequent Contract Year(s).*

And

- *where necessary, include a table setting out agreed prices for any of the high cost drugs, devices and listed products and listed innovative products shown in Annex A of the NHS Payment Scheme, in accordance with the "Excluded items pricing rule" at section 3.4 of the NHS Payment Scheme.*

~~Insert template in respect of any departure from an applicable national currency;~~
Iinsert text and/or attach spreadsheets or documents locally or state Not Applicable

~~SCHEDULE 3 – PAYMENT~~

~~C. Local Modifications~~

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

SCHEDULE 3 – PAYMENT

D. ~~Aligned Payment and Incentive Rules~~Expected Annual Contract Values

Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required) or state Not Applicable

(See SC36.12: ~~S~~specify the proportion of the Expected Annual Contract Value to be invoiced each month, ~~in accordance with SC36.25.~~if that is to be anything other than one twelfth of the Expected Annual Contract Value.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard ~~and with national requirements for increased investment in Primary Medical and Community Services~~, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/).

~~Guidance on investment in primary and community services will be published separately on FutureNHS in due course.)~~

SCHEDULE 3 – PAYMENT

E. ~~CQUIN~~Timing and Amounts of Payments in First and/or Final Contract Year

Where required under SC36.14-15, ~~I~~insert text and/or attach spreadsheets or documents locally or state Not Applicable

SCHEDULE 3 – PAYMENT

F. ~~Expected Annual Contract Values~~CQUIN

Where the Aligned Payment and Incentive Rules apply in respect of payments to be made by any Commissioner, insert details of applicable CQUIN Indicators in respect of the relevant Contract Year or state Not Applicable

SCHEDULE 3 – PAYMENT

G. ~~Timing and Amounts of Payments in First and/or Final Contract Year~~Not used

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years or state Not Applicable				

SCHEDULE 5 – 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 5 - GOVERNANCE

B. Provider's Material Sub-Contracts

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

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
Insert text locally or state Not Applicable	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
National Requirements Reported Centrally					
1.	As specified in the ~~Data Alliance Partnership Board~~ Schedule of Approved Collections published ~~on the NHS Digital website~~ at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-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**
1a.	Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements published ~~by NHS Digital~~ at https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/emergency-care-data-set-ecds/ecds-latest-update	As set out in relevant Guidance	As set out in relevant Guidance	Daily	**A+E, U**
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**
National Requirements Reported Locally					
1a.	Activity and Finance Report	Monthly	If and when mandated by NHS Digital or NHS England, in the format specified in the relevant Information Standards Notice (DCB2050)	[For local agreement]	**A, MH**
1b.	Activity and Finance Report	Monthly	[For local agreement]	[For local agreement]	**All except A, MH**
2.	Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour, including, without limitation: a. details of any thresholds that have been	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates	**All**

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
	breached 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				**All** **All**
3.	Where CQUIN applies, CQUIN Performance Report and details of progress towards satisfying any CQUIN Indicators, including details of all CQUIN Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	**All**
4.	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**
5.	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**
6.	Summary report ~~of all incidents requiring reporting~~setting out relevant information on Patient Safety Incidents and the progress of and outcomes from Patient Safety Investigations, as agreed with the Co-ordinating Commissioner	Monthly	[For local agreement]	[For local agreement]	**All**
7.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	**All**
~~8.~~	~~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 https://digital.nhs.uk/isce/publication/isb1594~~	~~Monthly~~	~~As set out in relevant Guidance~~	~~As set out in relevant Guidance~~	~~**A**~~ ~~**A+E**~~ ~~**U**~~
~~9.~~8.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (*Staff*)	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	**All**
~~10.~~9.	~~Report on compliance with the National Workforce Race Equality Standard~~Report on its performance against the National Workforce Race Equality Standard and action plan setting	Annually	[For local agreement]	~~[For local agreement]~~ By 31 October in each Contract Year; submission to Co-	**All**

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
out the steps the Provider will take to improve performance			ordinating Commissioner	
~~11.~~10. ~~Report on compliance with the National Workforce Disability Equality Standard (NHS Trust/FT only)~~(If the Provider is an NHS Trust or an NHS Foundation Trust) report on its performance against the National Workforce Disability Equality Standard and action plan setting out the steps the Provider will take to improve performance	Annually	[For local agreement]	~~[For local agreement]~~ By 31 October in each Contract Year; submission to Co-ordinating Commissioner	**All**
~~12.~~11. Where the Services include Specialised Services and/or other services directly commissioned by NHS England (or commissioned by an ICB, where NHS England has delegated the function of commissioning those services), specific reports as set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/ (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	**All**
~~13. Report on performance in reducing Antibiotic Usage in accordance with SC21.3 (*Infection Prevention and Control and Staff Vaccination*) (NHS Trust/FT only)~~	~~Annually~~	~~[For local agreement]~~	~~[For local agreement]~~	~~**A**~~
~~14.~~12. Report on progress against Green Plan in accordance with SC18.2 (NHS Trust/FT only)	Annually	[For local agreement]	[For local agreement]	**All**
Local Requirements Reported Locally				
Insert as agreed locally or state Not Applicable			The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement.	

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
			[Otherwise, for local agreement]	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s43 of the Contract Technical Guidance, which requires commissioners and providers to agree DQIPs in the areas below.

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date
~~[Providers of maternity services - improving the accuracy and completeness of Maternity Services Data Set submissions]~~			
[Providers of mental health and learning disability services - Mental Health Services Data Set, focusing on Mental Health Clinically-led Review of Standards and on restrictive practices]			
[Providers of inpatient services - recording of diagnoses of learning disability and autism]			
~~[Providers of community services - improving the accuracy and completeness of Community Services Data Set submissions]~~			
Insert text locally or state Not Applicable			

~~SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS~~

~~C. Incidents Requiring Reporting Procedure~~

~~Procedure(s) for reporting, investigating, and implementing and acting on insight derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) other Patient Safety Incidents~~
~~Insert text locally~~

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. ~~D.~~Service Development and Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s41 of the Contract Technical Guidance, which requires commissioners and providers to agree SDIPs in the areas below.

	Milestones	Timescales	Expected Benefit
~~[Elective ophthalmology services – relevant recommendations in Healthcare Safety Investigation Branch's report on timely monitoring for Service Users with glaucoma]~~			
~~[Acute services - full and ongoing compliance with UK Standard for Microbiology Investigations B37]~~			
~~[Registered nurses - roll out of the accredited Professional Nurse Advocate (PNA)]~~			
~~[Mental Health and Learning Disability Services and Mental Health and Learning Disability Secure Services - support STOMP and STAMP projects]~~			
[Acute Trusts - population of the My Planned Care digital platform]			
[Providers who offer services to people with a learning disability, autism or both (including children and young people) – use of Ask Listen Do resources]			
Insert text locally or state Not Applicable			

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. ~~E.~~ Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
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
National Quarterly Pulse Survey (NQPS) (if the Provider is an NHS Trust or an NHS Foundation Trust)	As required by NQPS Guidance	As required by NQPS Guidance	As required by NQPS Guidance
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) **[Other]** **[Insert further description locally]**	As required by Staff Survey Guidance	As required by Staff Survey Guidance	As required by Staff Survey Guidance
[Other insert locally (for example, Service User Survey, Carer Survey]			

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. ~~F.~~ Data Processing Services

The Provider will act as a Data Processor on behalf of one or more of the Commissioners for the purposes of this Contract.

These are the Data Processing Services to be performed by the Provider, as referred to in the Provider Data Processing Agreement set out in Annex B to the Service Conditions.
Processing, Personal Data and Data Subjects

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

2. Any such further instructions will be deemed to be incorporated into this Schedule.

Description	Details
Commissioner(s) for which Data Processing Services are to be performed	*[Indicate ALL or list relevant Commissioner(s)]*
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 law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

Or state Not Applicable

SCHEDULE 7 – PENSIONS

Insert text locally (from 'NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance' http://www.england.nhs.uk/nhs-standard-contract/) or state Not Applicable

SCHEDULE 8 – JOINT SYSTEM PLAN OBLIGATIONS

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

The guidance below sets out some considerations to be taken into account in populating this Schedule 8.

NOTE: the Joint System Plan obligations set out here should be confined to operational or strategic planning matters to avoid (where relevant) duplication or conflict with any System Collaboration and Financial Management Agreement which may be in place or intended for the ICS.

Background

Guidance to the NHS emphasises the importance of collaborative working across local health systems – to ensure that services provided by multiple different organisations are integrated and coordinated around patients' needs and maximise quality, outcomes and value for money. For 2022/23, each Integrated Care System (ICS) will produce a Joint System Plan, setting out local actions to deliver the long-term plan and local improvements. This Schedule 8 offers a way in which – at whatever level of specificity is felt to be locally appropriate – commitments made as part of a Joint System Plan can be given contractual effect.

Principle

The intention of Schedule 8 is to express obligations on the part of both the Commissioner(s) and the Provider.

Application

Completion of Schedule 8 is not mandatory, but should be considered for each contract where the Provider plays a significant role in delivering a Joint System Plan.

The general expectation is that the content of Schedule 8 will relate to the main local ICS in which the Provider is a partner. Some Providers (ambulance Trusts, for instance) may be partners in more than one ICS, in which case reference to multiple ICSs and Joint System Plans within one contract may be necessary; in such situations, care should be taken to avoid too onerous or detailed requirements. Equally, a local contract may involve multiple CCGs/ICBs, not all of whom are partners in the ICSs relevant to the Provider. Local completion of this Schedule 8 will therefore need to make clear which ICSs and which commissioners it applies to.

Content

Exactly what to include in this Schedule 8 is a local decision, but there are a number of different options.

If the Joint System Plan is sufficiently detailed to state specific actions which the Parties have agreed to take, these could be extracted and included in the Schedule.

Alternatively, this Schedule 8 could build on the high-level intentions of the Joint System Plan, identifying specific actions:

- ~~which the Provider will take to integrate its services with those of other local providers and to support those providers in delivering effective care for patients; and~~
- ~~which the Commissioners will take to ensure that other local providers support this Provider in delivering the Services covered by this Contract effectively.~~

- ~~These specific actions could cover expectations around patient pathways (consistent signposting for patients of the most appropriate pathway; communication and support between providers when patients are transferring from one service to another); practical arrangements for ongoing liaison between different services involved with the same patient, including shared or interoperable IT systems; arrangements for multi-disciplinary working across providers; and so on.~~
- ~~And reference could be included in this Schedule 8 to participation in agreed partnership / governance forums and planning processes.~~

~~Care should be taken when completing this Schedule 8 to avoid duplication or contradiction of issues addressed in other local Schedules (such as Service Specifications). The Schedule should not be used to express financial agreements or arrangements; these should be reflected as appropriate in Schedule 3A (Local Prices) or 3F (Expected Annual Contract Values), or in the System Collaboration and Financial Management Agreement.~~

~~Other approaches to integration~~

~~More formal approaches to service integration could involve putting in place a lead provider contract or an alliance agreement – see the Contract Technical Guidance for further detail.~~

~~This Schedule 8 is aimed at commitments made by the Provider and the Commissioners who are party to the local contract. Arrangements agreed directly between providers (to share back-office functions or facilities, for instance) should be set out elsewhere.~~

NHS England
Wellington House
133-155 Waterloo Road
London
SE1 8UG

Contact: enquiries@england.nhs.uk

This publication can be made available in a number of alternative formats on request

---