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**NHS Standard Contract 2020/21**

**Particulars (Shorter Form)**

***Contract title / ref:* South Sefton and Southport and Formby CCGs – Care Home (DPS)**

Prepared by: NHS Standard Contract Team, NHS England

[nhscb.contractshelp@nhs.net](mailto:nhscb.contractshelp@nhs.net)

(please do not send contracts to this email address)

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|  |  |
| --- | --- |
| **Contract Reference** | **South Sefton and Southport and Formby CCGs – Care Home** |
| **DATE OF CONTRACT** | **1st April 2020** |
| **SERVICE COMMENCEMENT DATE** | **1st April 2020** |
| **CONTRACT TERM** | **12 months commencing**  **1st April 2020**  **(or as extended in accordance with Schedule 1C)** |
| **COMMISSIONERS** | **NHS South Sefton CCG**  **NHS Southport and Formby CCG** |
| **CO-ORDINATING Commissioner** | **NHS South Sefton CCG**  **NHS Southport and Formby CCG** |
| **PROVIDER** | **NHS South Sefton CCG (ODS 01T)**  **NHS Southport and Formby CCG (ODS 01V)** |

**CONTENTS**

**PARTICULARS**

**SCHEDULES**

[**SCHEDULE 1 – SERVICE COMMENCEMENT**](#_Toc343591378) **AND CONTRACT TERM** (Schedule 1B Intentionally Omitted)

A. [Conditions Precedent](#_Toc343591379)

C. Extension of Contract Term

[**SCHEDULE 2 – THE SERVICES**](#_Toc343591381) (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

1. [Service Specifications](#_Toc343591382)

Ai. Service Specifications – Enhanced Health in Care Homes

1. [Indicative Activity Plan](#_Toc343591383)
2. [Essential Services](#_Toc343591385)
3. [Other Local Agreements, Policies and Procedures](#_Toc343591388)
4. [Transfer of and Discharge from Care Protocols](#_Toc343591392)
5. [Safeguarding Policies](#_Toc343591393) and Mental Capacity Act Policies

[**SCHEDULE 3 – PAYMENT**](#_Toc343591394) (Schedule 3D, 3E Intentionally Omitted)

1. Local Prices
2. Local Variations
3. Local Modifications

F. Expected Annual Contract Values

[**SCHEDULE 4 – QUALITY REQUIREMENTS**](#_Toc343591399) (Schedule 4B Intentionally Omitted)

1. [Operational](#_Toc343591400) Standards and National Quality Requirements
2. [Local](#_Toc343591402) Quality Requirements
3. [Commissioning for Quality and Innovation (CQUIN)](#_Toc343591404)

[**SCHEDULE 5 – INTENTIONALLY OMITTED**](#_Toc343591408)

[**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**](#_Toc343591415)(Schedules 6B, 6D, 6E Intentionally Omitted)

1. [Reporting Requirements](#_Toc343591418)
2. [Incidents Requiring Reporting Procedure](#_Toc343591420)

F Provider Data Processing Agreement

[**SCHEDULE 7 – PENSIONS**](#_Toc343591415)

**SCHEDULE 8 – TUPE**

**SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)**

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 Referrals

SC8 Making Every Contact Count and Self Care

SC10 Personalised Care Planning and Shared Decision Making

SC11 Transfer of and Discharge from Care

SC12 Communicating With and Involving Service Users, Public and Staff

SC13 Equity of Access, Equality and Non-Discrimination

SC15 Urgent Access to Mental Health Care

SC16 Complaints

SC17 Services Environment and Equipment

SC18 Sustainable Development

SC21 Antimicrobial Resistance and Healthcare Associated Infections

SC23 Service User Health Records

SC24 NHS Counter-Fraud and Security Management

SC25 Procedures and Protocols

SC28 Information Requirements

SC29 Managing Activity and Referrals

SC30 Emergency Preparedness, Resilience and Response

SC32 Safeguarding Children and Adults

SC33 Incidents Requiring Reporting

SC34 Care of Dying People

SC35 Duty of Candour

SC36 Payment Terms

SC37 Local Quality Requirements and Quality Incentive Schemes

SC38 Commissioning for Quality and Innovation (CQUIN)

**GENERAL CONDITIONS**

**(General Conditions 6-7, 34-35 intentionally omitted)**

GC1Definitions and Interpretation

GC2 Effective Date and Duration

GC3Service Commencement

GC4 Transition Period

GC5 Staff

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

GC36 Notices

GC37 Costs and Expenses

GC38 Counterparts

GC39 Governing Law and Jurisdiction

**Definitions and Interpretation**

**CONTRACT**

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

1. these **Particulars**;
2. the **Service** **Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

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]** | **Deputy Chief Nurse**  **……………………………………………………….**  **Title**  **16 April 2020**  **……………………………………………………….**  **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** | | **1st April 2020** | |
| **Expected Service Commencement Date** | | **1st April 2020** | |
| **Longstop Date** | | **31st March 2020** | |
| **Service Commencement Date** | | **1st April 2020** | |
| **Contract Term** | | **12 months commencing**  **(or as extended in accordance with Schedule 1C)** | |
| **Option to extend Contract Term** | | **YES** | |
| **Notice Period (for termination under GC17.2)** | | **3 months** | |
| **SERVICES** | |  | |
| **Service Categories** | | **Indicate all that apply** | |
| **Continuing Healthcare Services (including continuing care for children) (CHC)** | | Yes | |
| **Community Services (CS)** | |  | |
| **Diagnostic, Screening and/or Pathology Services (D)** | |  | |
| **End of Life Care Services (ELC)** | | Yes | |
| **Mental Health and Learning Disability Services (MH)** | | Yes | |
| **Patient Transport Services (PT)** | |  | |
| **Co-operation with PCN(s) in service models** | | | |
| **Enhanced Health in Care Homes** | | **NO** | |
| **Service Requirements** | |  | |
| **Essential Services (NHS Trusts only)** | | **NO** | |
| **Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?** | | **YES** | |
| **PAYMENT** | |  | |
| **National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)** | | **NO** | |
| **Local Prices Apply to some or all Services** | | **NO** | |
| **Expected Annual Contract Value Agreed** | | **NO** | |
| **GOVERNANCE AND REGULATORY** |  | |
| **Provider’s Nominated Individual** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Information Governance Lead** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Data Protection Officer (if required by Data Protection Legislation)** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Caldicott Guardian** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Senior Information Risk Owner** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Accountable Emergency Officer** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Safeguarding Lead** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Child Sexual Abuse and Exploitation Lead** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Mental Capacity and Liberty Protection Safeguards Lead** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **Provider’s Freedom To Speak Up Guardian(s)** | **[ NAME ]**  **Email: [ EMAIL ADDRESS ]**  **Tel: [ TELEPHONE NUMBER ]** | |
| **CONTRACT MANAGEMENT** |  | |
| **Addresses for service of Notices** | **Co-ordinating Commissioner: Contracts and Commissioning Team**  **Address: c/o Midlands and Lancashire Commissioning Support Unit, 2nd Floor, Building 2, Baird House, Liverpool Innovation Park, 360 Edge Lane, Liverpool, L7 9NJ**  **Email:** [**nmipacontracts@nhs.net**](mailto:nmipacontracts@nhs.net)  [**alexandra.kent6@nhs.net**](mailto:alexandra.kent6@nhs.net)  [**jacquidouglas@nhs.net**](mailto:jacquidouglas@nhs.net)  **Provider: [ NAME ]**  **Address: [INSERT FULL ADDRSS AND POST CODE]**  **Email: [ EMAIL ADDRESS ]** | |
| **Commissioner Representative(s)** | **Alexandra Kent/Jacqueline Douglas, IPA Contracts and Commissioning Team**  **Address: c/o Midlands and Lancashire Commissioning Support Unit, 2nd Floor, Building 2, Baird House, Liverpool Innovation Park, 360 Edge Lane, Liverpool, L7 9NJ**  **Email:** [**alexandra.kent6@nhs.net**](mailto:alexandra.kent6@nhs.net)  [**jacquidouglas@nhs.net**](mailto:jacquidouglas@nhs.net)  **Tel: 07557 487123 /07827 082053** | |
| **Provider Representative** | **[ NAME ]**  **Address: [INSERT FULL ADDRSS AND POST CODE]**  **Email: [ EMAIL ADDRESS** | |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

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

| 1. Evidence of appropriate Indemnity Arrangements 2. Evidence of CQC registration 3. Safeguarding Policies and Mental Capacity Act Policies 4. Completion of Safeguarding and Business Continuity Plan Audit Tools 5. Copies of the following 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]* 6. DPS Accreditation and Enrolment |
| --- |

1. **Extension of Contract Term**

*To be included only in accordance with the Contract Technical Guidance.*

1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by **12** months.
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 **3** months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
   1. only once, and only on or before the date referred to in paragraph 2 above;
   2. only by all Commissioners; and
   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

1. **Service Specifications**

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**SCHEDULE 2 – THE SERVICES**

**Ai. Service Specifications – Enhanced Health in Care Homes**

*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**   |  |  | | --- | --- | | By 31 July 2020, agree the care homes for which it has responsibility with the CCG, and have agreed with the PCN and other providers [listed above] a simple plan about how the service will operate. | YES | | Work with the PCN and other relevant providers [listed above] to establish, by 30 September 2020, a multidisciplinary team (MDT) to deliver relevant services to the care homes. | YES | | Work with the PCN to establish, as soon as is practicable, and by no later than 31 March 2021, 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 | | From 30 September 2020, participate in and support ‘home rounds’ as agreed with the PCN as part of an MDT. | NO | | Work with the PCN to establish, by 30 September 2020, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes.  Through these arrangements, the MDT will:   * aim for the plan to be developed and agreed with each new resident within seven working days of admission to the home and within seven working 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 Comprehensive Geriatric 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; * make all reasonable efforts to support delivery of the plan | NO | | From 30 September 2020, work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows. | NO | | From 30 September 2020, work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27. | NO |   **1.3** **Specific obligations**  **Not Applicable** |

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

| **Not Applicable** |
| --- |

1. **Essential Services (NHS Trusts only)**

| **Not Applicable** |
| --- |

1. **Other Local Agreements, Policies and Procedures**

| <https://www.southseftonccg.nhs.uk/get-informed/our-policies/>  <https://www.southportandformbyccg.nhs.uk/get-informed/our-policies/> |
| --- |

1. **Transfer of and Discharge from Care Protocols**

|  |
| --- |

1. **Safeguarding Policies and Mental Capacity Act Policies**

| The Provider is expected to devise, implement and maintain procedures for its staff, which ensures compliance with LSCB Multi-Agency Safeguarding Procedures and  <https://www.sefton.gov.uk/social-care/adults/>  The Provider will be required to take into account and adopt the Pan Cheshire/ Merseyside Child Sexual Exploitation Multi-Agency Strategy and Pan Cheshire/ Merseyside  Child Sexual Exploitation Operating Procedure - docs available at  <http://www.seftonlscb.co.uk/>  This will include ensuring that the workforce is aware of vulnerability factors and risk indicators associated with CSE, has undertaken appropriate level of CSE training in accordance with role, understands the referral processes (screening tools) where concerns are identified and can contribute to localised procedures (MACSE-Multiagency Child Sexual Exploitation Meetings).  The service provider will comply with the lead commissioner’s standards for safeguarding as detailed in the CCGs safeguarding policy and will provide evidence of their safeguarding arrangements on request, at a minimum this will be annually. Monitoring of on-going compliance will be on a regular basis in year determined by the commissioner. |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| 1. Continuing Healthcare make payments for clients on a self-bill system whereby payments are generated and paid monthly, without the need for providers to submit invoices.   Service Conditions 36.38 will not apply and will be replaced with the following text:  36.45.1 The Commissioners and the Provider shall use a Self-Billing procedure for all payment related transactions in respect of the Services;  36.45.2 The Commissioners and the Provider shall adhere to the conditions imposed by HM Revenue and Customs in respect of Self-Billing invoices and processes, as may be amended from time to time;  36.45.3 The Provider shall:   * accept electronically delivered Self-Billing invoices raised on its behalf by the appropriate Commissioner(s) in respect of all Relevant Transactions; * not to issue VAT invoices in respect of the Services provided; * where for internal compliance reasons The Provider raises dummy invoices, the Provider will reconcile such dummy invoices to the Self-Billing Invoice; * to reconcile their account with any factoring company as may be applicable from time to time; * to only submit paper-copy Service where pre-agreed in writing with the Commissioners; * subject to (v) above, to ensure the Application's Service Receipt submission system is used to capture alt hours/deliverables provided in respect of the Services; * to ensure that rates, hours, hours types and expenses are verified prior to submission or on-line entry of Service Receipts; * to raise any discrepancies between a Self-Billing invoice received from the appropriate Commissioner(s) and invoicing data in its internal records within seven (7) days of receipt of such Self-Billing invoice; * to notify The Commissioners representative, Midlands and Lancashire Commissioning Support Unit immediately if the Provider changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business; * to respond to any request for confirmation of its VAT registration details within 7 days of request.   36.45.4 Where there is any breach whatsoever of Service Condition 36.45.3, the Commissioner may delay or not process payment of the sums due to the Provider from such Self-Billing invoices that the breach relates to.  36.45.5 The Commissioner shall:   * wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Provider on a regular (e.g. weekly or monthly) basis;   to include on each invoice the Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate; |
| --- |

| * to inform the Provider of any relevant changes to the applicable Commissioner's VAT * registration status, and enter into a new Self-Billing agreement should this be necessary.   + 1. The Commissioner shall not accept any liability for payment of any of the Provider's services where the Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the Commissioner from time to time.     2. The Provider shall provide the Commissioner with its accurate bank details within the Application and must notify the Commissioner immediately if any of the Provider's bank details set out in the Application are to be changed in any way. The Commissioner reserves the right to withhold any sums due, without penalty, whilst investigating any such change of details.   The following definition shall be added to General Condition 1, Definitions and Interpretation Relevant Transactions — Those transactions / payments that become due.   1. **Changes to Packages of Care:**   For the avoidance of doubt, the Provider will need to notify both the CHC Team (CCG) and the Placement Team on 01782 872700 or email: [mlcsu.adamhub.merseyside@nhs.net](mailto:mlcsu.adamhub.merseyside@nhs.net) within 24 (twenty four) hours of any changes to a care package which includes hospital admissions and death of a service user. Payments will be made on the basis below:  **Hospital Admission (planned/unplanned):**  First 2 (two) weeks: No discount applicable  From weeks 3 (three) onward: 80% of Standard Weekly rate payable only  From Weeks 7 (seven) onward: 60% of Standard Weekly rate payable only  **Death of a service user:**  Payment will be made up to the date of death of a service user. |
| --- |

1. **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://improvement.nhs.uk/resources/locally-determined-prices/*](https://improvement.nhs.uk/resources/locally-determined-prices/)*) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

| **Not Applicable** |
| --- |

1. **Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:* [*https://improvement.nhs.uk/resources/locally-determined-prices/*](https://improvement.nhs.uk/resources/locally-determined-prices/)*). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

| **Not Applicable** |
| --- |

1. **Expected Annual Contract Values**

| **Not Applicable** |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| ***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%*** | ***See Diagnostics Definitions and Diagnostics FAQs at:*** [*https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/*](https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/) | ***Where the number of Service Users waiting for 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*** | ***CS***  ***D*** |
| ***E.B.S.3*** | ***The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care*** | ***Operating standard of 80%*** | ***See Contract Technical Guidance Appendix 3*** | ***Where the number of Service Users in the Quarter not followed up within 72 hours exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***MH*** |
|  | 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 | See CQC guidance on Regulation 20 at:  <https://www.cqc.org.uk/guidance-providers/regulation-enforcement/regulation-20-duty-candour> | 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 |
| ***E.H.4*** | ***Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care*** | ***Operating standard of 60%*** | ***See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at:*** [*https://www.england.nhs.uk/mental-health/resources/access-waiting-time/*](https://www.england.nhs.uk/mental-health/resources/access-waiting-time/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |
| ***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%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***  [*https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/*](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***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%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***  [*https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/*](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Specification** |
| --- | --- | --- | --- | --- | --- |
| **To be Confirmed** |  |  |  |  |  |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Commissioning for Quality and Innovation (CQUIN)**

**EITHER:**

**CQUIN Table 1: CQUIN Indicators**

| The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract. |
| --- |

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 1. As specified in the DCB 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 |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. 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] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| **Local Requirements Reported Locally** |  |  |  |
| **Insert as agreed locally** |  |  | 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.  [Otherwise, for local agreement] |

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

1. **Incidents Requiring Reporting Procedure**

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

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

**F. Provider Data Processing Agreement**

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| --- |
| **Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**).** |

# SCHEDULE 7 – PENSIONS

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| **Not Applicable** |

# SCHEDULE 8 – 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 any of them before the Service Commencement Date against any Losses in respect of:
   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;
   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
   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, 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 who may be subject to TUPE. 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 any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. 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 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:
   1. terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
   2. increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
   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;
   4. replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
   5. assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service 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 after that expiry or termination against any Losses in respect of:
   1. the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
   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
   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.
5. In this Schedule:

**COSOP** means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000

**TUPE** meansthe Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

**\****Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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