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NHS Standard Contract 2023/24

Particulars (Full Length)

Contract title / ref: Professional Nurse Advocate (PNA) Training Programme

Version 1, March 2023

Prepared by:

NHS Standard Contract Team, NHS England <u>england.contractshelp@nhs.net</u> (please do not send contracts to this email address)

	C230798
Contract Reference	

DATE OF CONTRACT	19 October 2023
SERVICE COMMENCEMENT DATE	23 November 2023
CONTRACT TERM	23 November 20023 – 31 March 2025
COMMISSIONERS	NHS England
CO-ORDINATING COMMISSIONER	NHS England
See GC10 and Schedule 5C	
PROVIDER	Liverpool John Moores University The Student Life Building Copperas Hill LIVERPOOL L3 5AJ

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Definitions and Interpretation

CONTRACT

Contract title:

Contract ref:

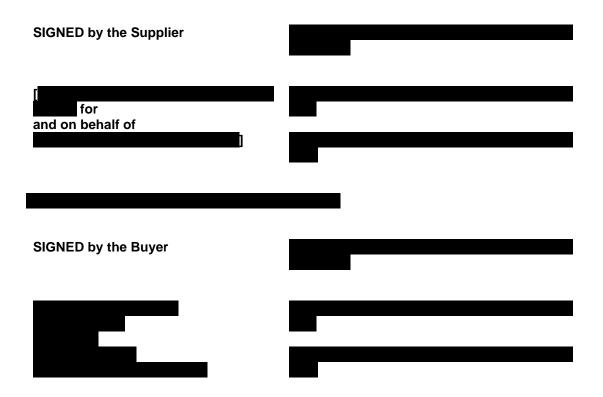
This Contract records the agreement between the Commissioners and the Provider and comprises

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

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



Effective Date	Service Commencement Date
See GC2.1	
Expected Service Commencement Date	23 November 2023
See GC3.1	
Longstop Date	30 December 2023
See GC4.1 and 17.10.1	
Contract Term	23 November 2023 – 31 March 2024
Commissioner option to extend Contract	YES
Term	
Car Cabadula 10 which analise anto if VEO	Up to 12 Months
See Schedule 1C, which applies only if YES	
is indicated here	
Commissioner Nation Period (for	3 months
Commissioner Notice Period (for termination under GC17.2)	
Commissioner Earliest Termination Date	3 months from commencement date
(for termination under GC17.2)	
· · · · · · · · · · · · · · · · · · ·	3 months
Provider Notice Period (for termination under GC17.3)	
Provider Earliest Termination Date (for	3 months after the Service
termination under GC17.3)	Commencement Date

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] [<i>LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT</i>]
5.	[Insert text locally]

The Provider must complete the following actions:

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Document	Description
	Document

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 up to 1 year of the original expiry date.
- 2. If the Commissioners wish to exercise the option to extend the Contract Term, the Coordinating Commissioner must give written notice to that effect to the Provider no later than 1 month 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.

A. Service Specifications

Professional Nurse Advocate (PNA) Training Programme

Background to the requirements

Current Arrangements / Context

- The Professional Nurse Advocate (PNA) Programme has gradually been rolled out across England since March 2021 and there are now PNAs in place in all healthcare settings to support colleagues.
- The PNA programme is an accredited Level 7 professional clinical nursing leadership programme which equips nurses with the skills to deliver restorative clinical supervision (RCS) to colleagues across England. In addition, supporting nurses with their own mental health and wellbeing as well as the mental health and wellbeing of their healthcare colleagues.
- The PNA training programme aims to improve staff wellbeing and retention, alongside improving patient care and outcomes. The training also equips nurses with the skills to listen and understand the challenges and demands of their fellow colleagues and beyond, and to lead, support and delivery quality improvement initiatives.
- As a Level 7 accredited programme, which includes academic assessment, poster presentations and competency portfolios, the PNA role offers solid professional credibility. The programme runs for 10 days, with some variation according to higher education institutes providing the training.
- The restorative supervision that PNAs deliver is integral to their training and starts as soon as their time on the programme begins. The course content of PNA training focuses on the four functions of the Advocating

for Education and Quality and Improvement (A-EQUIP) Model. These four functions are as follows:

- Clinical Supervision (Restorative)
- Monitoring, Evaluation and Quality Control (Normative)
- Personal Action for Quality Improvement
- Education and Development (Formative)

The PNA is a leadership and advocacy role designed to support nurses to deliver safe and effective practice. A key aspect of this model is to teach nurses to deliver restorative clinical supervision in their areas of practice. The implementation of this programme across nursing will support delivery of the Long-Term Plan for the NHS and enables the recovery and restoration following the COVID-19 Pandemic. The PNA programme also supports delivery of the following CNO objectives: 1 -To support health and wellbeing of Nurses, 2 - Compliance with IPC procedures 3 – Nursing workforce, attract, retain, and celebrate nurses.

Benefits include providing a framework for the consistent delivery of effective and psychological safe clinical supervision, delivering professional development at an accredited level 7 (Masters level), with a recognised national qualification in leadership and advocacy which equips nurses to ensure continuous quality improvement in practice.

More information on the PNA programme and a list of current deliverers of the PNA training programme can be found here: <u>https://www.enqland.nhs.uk/nursinqmidwifery/deliverinq-the-nhs-</u> <u>ltp/professional-nurse-advocate/</u> and <u>https://www.england.nhs.uk/publication/professional-nurse-</u> <u>advocate-a-equip-model-a-model-of-clinical-supervision-for-nurses/</u>

We are seeking Higher Education Institutes to undertake delivery of the Professional Nurse Advocate (PNA) programme; aligned with the PNA Royal College of Nursing (RCN) Standards, for registered nurses from

July 2023 – end March 2024.

We intend to procure further cohorts in 2024-25, however funding is not yet confirmed for 2024-25 financial year.

Scope of the Procurement

Aims & Objectives

Deliver the accredited Level 7 module for the PNA programme

We are seeking Higher Education Institutes to deliver the accredited Level 7 module for the PNA programme, aligned with the PNA Royal College of Nursing (RCN) Standards. Delivery of the programme will be focused on the four functions of the A-EQUIP Model, with further development of the function: restorative clinical supervision (RCS) and its link with mental health.

- Aim: This work-package will aim to deliver the Level 7 accredited virtual programme to registered nurses across England and provide nurses with the skills to support the mental health and wellbeing in the work environment.
- Method: This work-package will be remote and will include some self-directed learning.
- Output: This work will result in the implementation of the PNA role in further trusts across England and the increased number of official PNAs.

Constraints and Dependencies

- The Level 7 module for the PNA programme is a 10-day programme. We would like cohorts to take place from July 2023 to end March 2024.
- Supplier to indicate in their bid the dates they would have capacity to deliver the cohort/s.

Requirements

Mandatory and Minimum Requirements

Mandatory requirements for this procurement are:

- Have sufficient capacity to deliver 15 or 20 credit accredited Level 7 programmes up until end January 2024; to complete the task to the contractor's satisfaction within the timescales, contract duration and within agreed financial amount. The training programme is 10 days in duration and cohort dates can from July 2023 to end of March 2024.
- Supplier/s must have prior experience delivering a virtual programme to nurses
- Supplier/s must provide indication of the anticipated:
 - Modes of Assessment
 - Modes of delivery
 - Scheduled Cohort Delivery Timetable
 - Course Content
 - Selected Online Delivery Platform (Blackboard, Canvas, Moodle etc.)
 - Designated Email for Student PNAs (prior to first cohort delivery)
 - Process of informing trusts and regional advisors of dropouts/qualifications
- The supplier/s must be able to attend national NHS England and NHS Improvement HEI Meetings, held every three months and participate in national events such as webinars.
- Student Status Attendance Report to be completed ahead of each cohort commencement to be shared with the National PNA Team and relevant PNA Regional Leads.
- Student Results Report to be completed and shared with the National PNA Team for inclusion on the National Official PNA Register.
- The supplier/s PNA module lead and team must be able to liaise with the National PNA Team and the PNA Regional Leads regarding regionally specific PNA students.
- The supplier/s to provide a clear university processes to be followed. For example, the process for academic offences.

- Supplier/s to provide module content focused on and referenced to PNAs and nurses.
- The supplier/s are not expected to request sign-off by supervisors (PNAs or PMAs) for individuals to complete the PNA programme.
- The supplier/s must be able to offer one mop-up cohort at the end of their agreed delivery for unfilled places due to work pressures, this does not include re-filling places which have been withdrawn.
- Supplier to deliver the programme; aligned with the PNA RCN Standards.

All 2021/22 cohorts have been completed and no cohorts are currently being delivered by any Higher Education Institute. This procurement is for delivery of PNA training in the 2022/23 financial year. We would also like to procure further cohorts in 2024-25, however funding is not yet confirmed for this.

Location

Training to be delivered virtually

Roles and Responsibilities

The supplier/s PNA module lead and team must be able to liaise with the National PNA Team and the PNA Regional Leads regarding regionally specific PNA students.

Supplier responsible for delivering the Level 7 module for the PNA programme.

Management Information & Governance

The supplier/s must be able to attend national NHS England and NHS Improvement HEI Meetings, held every three months and participate in national events such as webinars.

- Student Status Attendance Report to be completed ahead of each cohort commencement to be shared with the National PNA Team and relevant PNA Regional Leads.
- Student Results Report to be completed and shared with the National PNA Team for inclusion on the National Official PNA Register.
- The supplier/s PNA module lead and team must be able to liaise with the National PNA Team and the PNA Regional Leads regarding regionally specific PNA students.
- The provider will give an overview of the work package findings on completion. The contractor will make payment on satisfactory completion of the milestone.
- The final report should report separated by the work packages, summarised collectively via an executive summary, concluded as a whole and fully referenced.
- Ethics and data protection Completion of the nurse's expression of interest form and enrolment process will imply consent to share of their ratified results. All electronic data will be securely stored by the National PNA Team and shared with PNA Regional Leads per regional PNAs for the roll-out of their certification and badge.
- Electronic data must be stored on password protected/encrypted devices/drives, and destroyed after three years, to allow for the possibility of contributing to ongoing evaluation. All physical data will be securely stored on University premises and destroyed when no longer required.

Performance and Measurement

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)
1	Delivery of PNA training module	Establishment and delivery of the Level 7 module for the PNA programme.	Set up at the start of the contract and held at agreed intervals throughout the full duration of the programme.	0%
2	Programme governance	Attendance by supplier at NHS England and NHS Improvement HEI Meetings, held every three months and participate in national events such as webinars.	Dates to be provided by commissioner at least 2 months in advance and attendance by supplier at meetings/participation in webinar.	0%
3	Reporting	Timeliness and quality of reporting – written student status report to be completed ahead of each cohort commencement and shared with the national PNA team and relevant PNA Regional Leads.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 5 working days of receipt.	0%
4	Reporting	Timeliness and quality reporting – written student results to be completed and shared with the National PNA Team for inclusion on the	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 5 working days of receipt.	0%

5	Reporting	National Official PNA Register. Timeliness and quality reporting – written overview of the work package findings on completion.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 10 working days of receipt.	0%
6	Reporting	Timeliness and quality reporting - written final report separated by the work packages, summarised collectively via an executive summary, concluded as a whole and fully referenced.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 10 working days of receipt.	0%

Contract Term

The initial contract term is until 31 March 2024 and is a fixed piece of work.

Budget

Supplier to provide a breakdown of cost per student for a 15-20 credit module and what this cost includes (e.g. staff costs, teaching materials, estates)

Payment will be made on completion of delivery of a cohort.

Final invoices should be sent to NHS England by 31 March 2024.

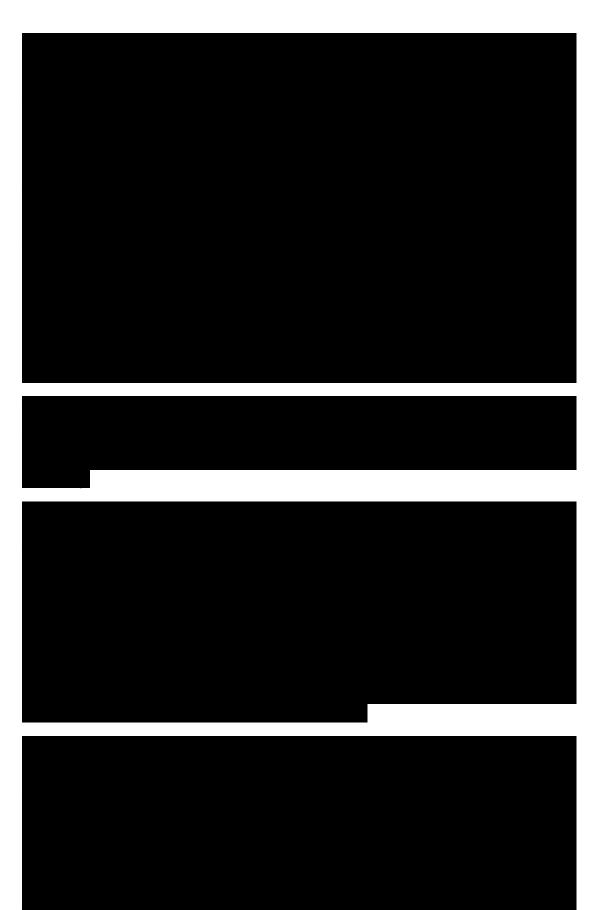
NHS Standard Contract 2023/24

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Appendix 1

Tender Response Document









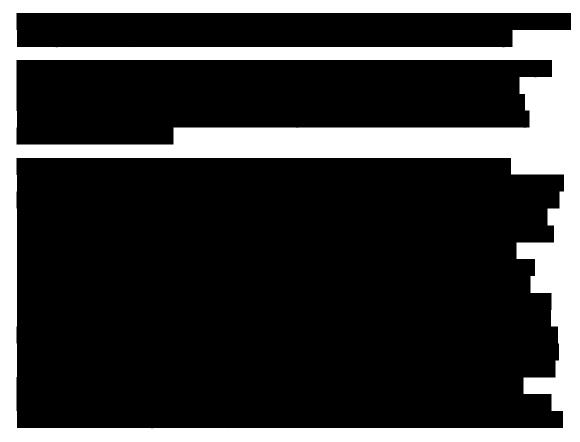


















B. Indicative Activity Plan

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

Not Applicable	

* i.e. 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. NHS Standard Contract 2023/24

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

I. Exit Arrangements

J. Transfer of and Discharge from Care Protocols

Not Applicable

35 | Particulars (Full Length)

K. Safeguarding Policies and Mental Capacity Act Policies

Not Applicable

36 | Particulars (Full Length)

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' (<u>https://www.england.nhs.uk/nhs-standard-contract/</u>) or state Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

SCHEDULE 2 – THE SERVICES

N. Health Inequalities Action Plan

A. Aligned Payment and Incentive Rules

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

C. Local Prices

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

- identifies the Service
- describes any 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 the agreed Local Price for the first Contract Year
- sets out the agreed Local Price and/or any agreed regime for adjustment of 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.

Supplier	Cost per place	Number of cohorts and students offered	Total Students	Cohort dates	Total

D. Expected Annual Contract Values

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

F. CQUIN

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)
1	Delivery of PNA training module	Establishment and delivery of the Level 7 module for the PNA programme.	Set up at the start of the contract and held at agreed intervals throughout the full duration of the programme.	0%
2	Programme governance	Attendance by supplier at NHS England and NHS Improvement HEI Meetings, held every three months and participate in national events such as webinars.	Dates to be provided by commissioner at least 2 months in advance and attendance by supplier at meetings/participation in webinar.	0%
3	Reporting	Timeliness and quality of reporting – written student status report to be completed ahead of each cohort commencement and shared with the national PNA team and relevant PNA Regional Leads.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 5 working days of receipt.	0%
4	Reporting	Timeliness and quality reporting – written student results to be completed and shared with the National PNA Team for inclusion on the National Official PNA Register.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 5 working days of receipt.	0%

5	Reporting	Timeliness and quality reporting – written overview of the work package findings on completion.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 10 working days of receipt.	0%
6	Reporting	Timeliness and quality reporting - written final report separated by the work packages, summarised collectively via an executive summary, concluded as a whole and fully referenced.	Received by agreed date ahead of cohort delivery; quality signed off as satisfactory by commissioner within 10 working days of receipt.	0%

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Not Applicable	

Documents supplied by Commissioners

Date	Document
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
Not Applicable				

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
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
Natio	onal Requirements Reported Centrally				
1.	As specified in the Schedule of Approved Collections published at <u>https://digital.nhs.uk/isce/publication/nhs-standard- contract-approved-collections</u> 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	AII
1a.	Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DAPB0092-2062 and with detailed requirements published at <u>https://digital.nhs.uk/data-and-information/data- collections-and-data-sets/data-sets/emergency- care-data-set-ecds/ecds-latest-update</u>	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
Natio	onal Requirements Reported Locally				
1a.	Activity and Finance Report	Monthly	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 breached and breaches in respect of the	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates	All
	b. details of all requirements satisfied;				All

51 | Particulars (Full Length)

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
	 c. details of, and reasons for, any failure to meet requirements 				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 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 on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (<i>Staff</i>)	Annually (or more frequently if and as required by the Co- ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	All
9.	Report on its performance against the National Workforce Race Equality Standard and action plan setting out the steps the Provider will take to improve performance	Annually	[For local agreement]	By 31 October in each Contract Year; submission to Co- ordinating Commissioner	All
10.	(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]	By 31 October in each Contract Year; submission to Co- ordinating Commissioner	All
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-	As set out at https://www.england.nhs. uk/nhs-standard- contract/dc-reporting/	As set out at https://www.england.nh s.uk/nhs-standard- contract/dc-reporting/	As set out at https://www.england.nh s.uk/nhs-standard- contract/dc-reporting/	All

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
	<u>contract/dc-reporting/</u> (where not otherwise required to be submitted as a national requirement reported centrally or locally)				
12.	Report on progress against Green Plan in accordance with SC18.2 (NHS Trust/FT only)	Annually	[For local agreement]	[For local agreement]	All
Loca	Requirements Reported Locally				
As aç	reed locally – see schedule 4			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

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.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. 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.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Surveys

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. 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.

SCHEDULE 7 – PENSIONS

Not Applicable

58 | Particulars (Full Length)

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