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**NHS Standard Contract 2021/22**

**Particulars (Shorter Form)**

***Contract title / ref:***

Coventry & Warwickshire Safe Haven 2022

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** | **Coventry & Warwickshire Safe Haven 2022** |
| **DATE OF CONTRACT** |  |
| **SERVICE COMMENCEMENT DATE** | **1st April 2022** |
| **CONTRACT TERM** | **2 years commencing 1st April 2022**  **(or as extended in accordance with Schedule 1C)** |
| **COMMISSIONERS** | **Coventry & Warwickshire Clinical Commissioning Group (B2M3M)**  **Warwickshire County Council (404)** |
| **CO-ORDINATING Commissioner** | **Coventry & Warwickshire Clinical Commissioning Group** |
| **PROVIDER** | **[ ] (ODS [ ])**  **Principal and/or registered office address:**  **[ ]**  **[Company number: [ ]** |

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**Definitions and Interpretation**

**CONTRACT**

**Contract title:** Coventry & Warwickshire Safe Haven

**Contract ref:** Not applicable

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**  **COVENTRY & WARWICKSHIRE CCG** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

| **SIGNED by** | **……………………………………………………….**  **Signature** |
| --- | --- |
| **[INSERT AUTHORISED SIGNATORY’S**  **NAME] for**  **and on behalf of**  **WARWICKSHIRE COUNTY COUNCIL** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

| **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 2022** | |
| **Expected Service Commencement Date** | |  | |
| **Longstop Date** | |  | |
| **Service Commencement Date** | | **1st April 2022** | |
| **Contract Term** | | **2 years commencing**  **1st April 2022**  **(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)** | |  | |
| **Community Services (CS)** | | YES | |
| **Diagnostic, Screening and/or Pathology Services (D)** | |  | |
| **End of Life Care Services (ELC)** | |  | |
| **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?** | | **NO** | |
| **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** | | **YES** | |
| **Expected Annual Contract Value agreed** | | **NO** | |
| **GOVERNANCE AND REGULATORY** |  | |
| **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 Freedom To Speak Up Guardian(s)** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **CONTRACT MANAGEMENT** |  | |
| **Addresses for service of Notices** | **Co-ordinating Commissioner: [ ]**  **Address: [ ]**  **Email: [ ]**  **Commissioner: [ ]**  **Address: [ ]**  **Email: [ ]**  **Provider: [ ]**  **Address: [ ]**  **Email: [ ]** | |
| **Commissioner Representative(s)** | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider Representative** | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** | |

# 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 (where required)] 3. [Evidence of Monitor’s Licence (where required)] 4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] |
| --- |

1. **Extension of Contract Term**
2. 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.
3. 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.
4. 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
5. 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 Specification**

|  |  |
| --- | --- |
| **Service** | Coventry and Warwickshire Safe Haven |
| **Commissioner Lead** | Coventry and Warwickshire CCG |
| **Provider Lead** | XXX |
| **Period** | 1 April 2022 – 31 March 2024 |
| **Date of Review** | March 2024 |

|  |
| --- |
| **1. Population Needs** |
| * 1. **National/local context and evidence base**   Data has been analysed regarding the numbers of people presenting to services with mental health crisis, including presentations at Emergency Departments and accessing the Acute Mental Health Assessment team (AMHAT), Crisis Resolution Home Treatment Service, and Police. A proportion of these presentations resulted in no intervention being required following assessment. This is the cohort expected to particularly benefit from a Safe Haven Service.  For example, data shows that there were 5869 individuals presenting to Emergency Departments for mental health crisis that were seen by AMHAT across the three acute hospital providers for the period 1st April 2017 and 31st March 2018. 804 individuals (14% of the total presentations) resulted in the individual being discharged with no intervention following assessment.  Individuals experiencing mental distress can also find busy healthcare environments stressful or intimidating, presenting obstacles in accessing support. Such barriers to accessing support are likely to be greater out of hours when the main route to support is through hospital emergency departments. Additionally, there are currently high demand pressures on the acute hospitals in Coventry and Warwickshire, especially emergency departments, and medical assessment units, which is reflected nationally. Provision of a Safe Haven service has been piloted recently in Coventry and Warwickshire and an evaluation of this has shown a local need for this type of service; other emergency services such as Police and Ambulance Services also experience demand from patients experiencing significant mental distress.   * 1. **Service Aim**   The main aim of the ‘Safe Haven’ service is to provide appropriate support for those with mental health needs and/or at risk of reaching crisis. Individuals aged 16 and upwards can receive support to help them stabilise themselves, ensure their safety and wellbeing, and prevent deterioration. In turn it is hoped that this will reduce pressures on acute hospitals, emergency departments and primary care, and alongside other work programs, contribute to reducing deaths by suicide locally.  The Safe Haven offers a ‘drop in’ style support where individuals experiencing mental distress can visit and gain peer support as well as access to clinical assessment if required. Therefore, as a community based, non-clinical environment The Safe Havens presents a valuable opportunity for our local pathways to offer a genuine preventative offer for individuals experiencing emotional distress.   * 1. **Service Vision**   The vision for the Safe Haven is to provide a place of safety for individuals experiencing mental health distress, to prioritise the value of human relationships, the power of listening and the need for a non-stigmatising, friendly, non-clinical environment, where individuals can drop in and gain the appropriate level of support and information. The Safe Haven runs on the basis that individuals can access as much or as little as they feel they require. This could include: time to chat with others in similar situations, or just take time out to read or listen to music. However, a principle of non-dependence will be maintained to avoid scenarios where service users become dependent on the service. |
| **2. Outcomes** |
| **2.1 NHS Outcomes Framework Domains & Indicators**   | **Domain 1** | **Preventing people from dying prematurely** |  | | --- | --- | --- | | **Domain 2** | **Enhancing quality of life for people with long-term conditions** |  | | **Domain 3** | **Helping people to recover from episodes of ill-health or following injury** |  | | **Domain 4** | **Ensuring people have a positive experience of care** |  | | **Domain 5** | **Treating and caring for people in safe environment and protecting them from avoidable harm** |  |   **2.2 Local defined outcomes**   * People experiencing mental health distress have a peer forum where information is shared in a confidential and safe environment. * People experiencing mental health distress feel they are less socially isolated. * Individuals accessing the Safe Haven feel safe and listened to. * People experiencing mental health distress are treated in a caring and respectful way. * People experiencing mental health distress feel they are supported with their information needs and have been appropriately signposted. * People experiencing mental health distress and their carers feel more confident in themselves and accessing local community support. * A reduction in the medical emphasis in acute care (reduction in individuals accessing A&E as first port of call). * outcome reporting between quarters and be guided by the providers on how to best demonstrate the effectiveness of service |
| **3. Scope** |
| **3.1 Aims and objectives of service**  The Safe Haven model will be aimed at de-escalating mental distress; it is hoped this will be an important part of a pathway for people experiencing mental distress, with the aim of providing open access to a service across Coventry & Warwickshire, at times when traditional services are closed.  The principles of the service will be:   * To offer a non-clinical alternative to accessing mental health support at a time of day when other general support services are closed i.e. 18:00 – 23:00. * To provide a safe, supportive environment where individuals can participate in: * Crisis de-escalation * 1-2-1 support employing active listening skills * Peer support sessions. * Low level activities such as cards, listening to music, reading (delivered in line with the principle of non-dependency) * Information and signposting. * To reduce the impact of loneliness and social isolation for individuals presenting with feelings of mental health distress. * To provide an earlier intervention for those at risk of crisis, and prevent the need for admission to an inpatient setting * To support individuals towards greater independence and strategies to manage their mental wellbeing. * To ensure that service users are empowered through the provision of information and support. * To work in partnership with A&E staff, the crisis team and other agencies to provide a robust pathway for individuals with mental health distress.   The Safe Haven will adopt a continuous service improvement approach for its delivery, reflecting the quality improvement approach. In broad terms, this approach requires the provider to utilise a PDSA (Plan, Do, Study, Act) cycle, with quick decision making to continue to progress what is working well, and quickly change what is not, by testing out new ways of working. System partners working across the MH Health and Social Care Partnership (HCP) will support the provider with adopting this approach through the contract period. Lessons learnt will be captured in the reporting process, completed by the provider. The Provider will also be expected to obtain the views of service users and work with individuals to co-produce further service provision  **3.2 Service description/care pathway**  There are clear eligibility criteria to support the delivery of the Safe Haven. In brief: the service is available for those who have feelings of mental health distress or have potential to reach crisis point if intervention is not provided.  Support delivered within the Safe Haven will include:   * Crisis de-escalation * Emotional support and resilience building * Peer-led support * 1-2-1 support * Resilience building * Promotion of (and signposting to) follow on services run locally by providers, through close working with Social Prescribers   It offers:   * Opportunities for companionship * Peer and emotional support * Active listening techniques * Information * Signposting * Light refreshments * Low level activities   It does not offer:   * Structured programme of activities * Personal care (attending to people’s physical needs) * Counselling * Transport * Meals   The service will offer a drop in style support to individuals who are experiencing mental distress, it will be open to individuals who have self-referred as no formal referral is required and the individuals do not need to be open to mental health services to access the safe haven. People are also able to be signposted/referred into the provision from other organisations and agencies.  The Safe Haven will provide peer support from staff and volunteers, some of whom should have lived experience of mental health issues. There is an expectation that Service Users will be encouraged to be further involved in co-production activities to develop the service and/or supported to move over to volunteering and peer support opportunities  The Safe Haven will be person-centered and provide empathic and caring support to individuals. It will be a place where people can use their own experience to help themselves and others through the sharing of problems, alternatives and solutions.  The Safe Haven will provide a nurturing and supportive environment, which demonstrates value of staff (paid and voluntary) and supports their personal and professional development.  The Safe Haven will help to build capacity across Coventry and Warwickshire to provide additional support for people in emotional distress or pre-crisis.  The service will positively manage risk within the Safe Haven to maximize reach of the service. The Provider will maintain appropriate boundaries and ensure the safety of people accessing the service at all times.  The Safe Haven will provide an informal environment that is safe, comfortable and welcoming considering a social model and a psychologically informed environment (an environment that takes into account the psychological makeup – the thinking, emotions, personalities and experience - of its participants.)  The Safe Haven will be delivered in (TBC) for 7 days a week, 365 days a year and will be open 18:00 – 23:00.  The Safe Havens will be positioned in a place accessible by public transport, close to city centre/Accident & Emergency departments. The premises will be accessible to everyone, including those with physical impairments. Promotion of the service must be in a way that isn’t confusing for the public and those experiencing a mental health crisis are able to identify easily which is the best service to contact.  There is also the requirement for the Provider to create effective links with the local community and relevant existing local mental health service providers to support delivery of the service and its interface with Acute & Urgent Care pathways.  Staff structure  The staff will be managed within a local structure enabling direct line management for Practitioners/Volunteers/Experts by Experience. The manager will have local knowledge and understanding of mental health services and support, and the local area. The provider will ensure that the site is staffed and managed to support projected customer needs and to appropriately manage risk.  Recruitment, Training and Development  A rigorous recruitment and selection process, in line with policies, followed by a thorough induction programme and post–induction assessment, to ensure that staff and volunteers provide quality services. The recruitment process will have a focus on people strengths, communication and interpersonal skills in consideration of the broad range of potential customers that may access the service.  The service described above requires staff and volunteers to be highly skilled and supported in order to maximise the outcomes for people using the service. Staff training will cover NICE Quality Standards (QS14) – Patient and Carer Experience. Staff and volunteers should receive:  A structured induction  Structured and regular supervision  Ongoing training  Peer support  The Provider shall ensure that in the performance of its Services, staff demonstrate regard to the overarching objectives of public health to improve and protect the health of the residents of Coventry and Warwickshire. Central to this will be the application of the “Making Every Contact Count (MECC)” process in their work. The Provider will identify a member of staff to become MECC champion, who will be responsible for undertaking champion level MECC training, and who will support other staff and volunteers to embrace a MECC approach in their work. All of the service front-line staff will undertake MECC and 5 ways to wellbeing e-learning, (basic level). The commissioner will provide details of how to access relevant training.  The service will aim to have 4 staff on each shift (with a minimum of 3 in scenarios out of the control of the provider e.g. short notice for staff sickness), which will help to manage demand and risk. At least one member of staff will be a qualified practitioner (i.e. social worker, Registered Mental Health Nurse, psychology professionals/graduates, counselling professionals with experience working with complex mental health) with the supporting staff being Recovery Workers (NVQ Level 3 and 1 year experience working with complex mental health). This will create a safe environment for service users to be properly supported by appropriately skilled and experienced staff.  **3.3 Population covered**  The Safe Haven will provide an environment where individuals with mental health needs (whether diagnosed formally or not) and/or at risk of reaching crisis can receive support. Individuals do not need to be known to mental health services in order to access the Safe Haven.  The service will offer a drop in style and virtual support to individuals aged 16 years and over residing in Coventry and Warwickshire experiencing mental distress.  The Safe Haven will provide an informal environment that is safe, comfortable and welcoming considering a social model and a psychologically informed environment (an environment that takes into account the psychological makeup – the thinking, emotions, personalities and past experience - of its participants.). The Provider will be expected to develop promotional activity plans to raise awareness of the service in the target population  **3.4 Any acceptance and exclusion criteria and thresholds**  The Safe Haven Service will be open to individuals who have self-referred, as well as to people who have been signposted or referred into the provision from other organisations and agencies.  Acceptance criteria:   * Individuals aged 16+ * Individuals with mental health needs (whether diagnosed formally or not) * Individuals that reside within the Coventry & Warwickshire area   Exclusion criteria:   * Individuals aged under 16   The Safe Haven will not be able to work with individuals (but will support them to access appropriate services) who are displaying or requiring:   * Where the individuals pose a risk to themselves or others, and need to be seen in a clinical area, then they will be diverted to that service. * Injury which requires treatment. * Alcohol withdrawal. * Overdose/ treatments where observation is required. * Personal care (attending to people’s physical needs). * Any form of medical or clinical intervention.   The service will positively manage risk within the Safe Haven to maximise reach of the service. The Provider will maintain appropriate boundaries and ensure the safety of people accessing the service at all times.  Individuals behaving in an aggressive manner towards staff either verbally or physically will not be tolerated or allowed physical access to the service. They can be supported via email, telephone/text.  Behavior contracts will be drawn up with individuals showing signs of aggression after risk assessment has been undertaken.  **3.5 Interdependence with other services/providers**  The Safe Haven service will be particularly expected to develop a close and positive working relationship with the Coventry & Warwickshire Partnership NHS Trust (CWPT) Urgent and Acute teams (including: Mental Health Access Hubs, Street Triage, LiDi, and PCDU services. This will be required to aid decisions to be reached between the Safe Haven service and the Urgent and Acute teams in relation to specific clients whose level of presenting mental health distress at the Safe Haven requires secondary care specialist mental health advice and guidance. This will also ensure that high quality support is available to those in need to safeguard against them falling through service gaps and developing further crisis.  The Safe Haven will not replace the Crisis, Acute and Adult Mental Health teams delivered by CWPT but will work in partnership with them to ensure a seamless pathway (through being a key member of the Safe Haven Pathway Forum (name TBC) for those presenting with issues not appropriate for the Safe Haven, ensuring support is available to those in need. The individual accessing the Safe Haven will also have the opportunity to be referred into other services that can offer further guidance and the opportunity to develop plans and goal setting (examples could include Recovery and Wellbeing Academy, wellbeing support services, primary care, debt/ financial advice, housing support etc.).  The Safe Haven will work in partnership with other statutory and third sector service providers. It will be available for those who already use other mental health services and those who have not used any services before. The Safe Haven may be used as an alternative to statutory services or in combination with involvement with other mainstream services. Information on other services will be available and accessible at the Safe Haven; where required staff/volunteers at the Safe Haven will support people to make contact with other services, through close working with the Social Prescribing service. |
| **4. Applicable Service Standards** |
| **4.1 Applicable national standards (e.g. NICE)**   * NHS Operational Planning and * Contracting Guidance 2017-2019 * National Collaborating Centre for Mental Health (2018) Self Harm and Suicide Prevention Competency Framework * Adults and Older Adults * Community and Public Health * What the framework means for my care * National Confidential Inquiry into Suicide and Safety in Mental Health, Annual report 2018 * Five Year Forward View for Mental Health * NHS Long-Term Plan * Closing the Gap: Priorities for Essential Change in MH(DH 2014) * Better Access to Mental Health Services (DH 2014) * Parity of Esteem * No health without Mental Health (DH 2011)   **4.2 Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)**  The successful provider will be required to register with the Demographic Batch Bureau Service (this is the mechanic that allows NHS and other organisations to submit patient information for tracing against the personal demographic service). It can also identify and return patient NHS numbers for data correlation, which is required to help evaluate the impact of the provision on the wider health and care system, and to support business case for further funding for the safe haven should the pilot be successful.  Further information about this service is available here: <https://digital.nhs.uk/services/national-back-office-for-the-personal-demographics-service/demographics-batch-service-bureau#summary>  **4.3 Applicable local standards**  Dataset to be inserted in contract. |
| **5. Applicable quality requirements and CQUIN goals** |
| * 1. **Applicable Quality Requirements (See Schedule 4A-C)**   Not applicable.   * 1. **Applicable CQUIN goals (See Schedule 4D)**   Not applicable. |
| **6. Location of Provider Premises** |
| **The Provider’s Premises are located at:**  TBC |
| **7. Individual Service User Placement** |
| Not applicable. |

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

| To be confirmed |
| --- |

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

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

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

| * Provider’s Serious Incident Reporting policy * Provider’s Infection Control polices |
| --- |

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

| **Not applicable** |
| --- |

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

| * Provider’s Safeguarding policies * Provider’s Mental Capacity Act policies |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| **To be confirmed** |
| --- |

1. **Local Variations**

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

1. **Local Modifications**

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

**D. Expected Annual Contract Values**

| **To be confirmed** |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

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

**Not Applicable**

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Applicable Service Specification** |
| --- | --- | --- | --- |
| **To be confirmed**  **Local Quality Requirements will consist of appropriate access rate and service user outcome measurements and targets.** |  |  |  |

# 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 | Quarterly | To be confirmed | To be confirmed |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | Quarterly | To be confirmed | To be confirmed |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | Quarterly | To be confirmed | To be confirmed |
| 1. Summary report of all incidents requiring reporting | Quarterly | To be confirmed | To be confirmed |
| **Local Requirements Reported Locally** |  |  |  |
| **To be confirmed**  **Indicative Local Reporting Requirements are attached.** | To be confirmed | To be confirmed | To be confirmed |

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

1. **Incidents Requiring Reporting Procedure**

|  |
| --- |
| **Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents** |
| * CCG Serious Incidents policy (to be confirmed) * CCG Information Risk policy (to be confirmed) * National Patient Safety Agency – National Framework for Reporting & Learning from Serious Incidents Requiring Investigation: <https://www.england.nhs.uk/patientsafety/serious-incident/> * NHS England Never Events Policy and Framework * NHS England Information Sharing policy      * Provider’s Incident Reporting Policy and Procedure   + Incident Reporting and Investigating policy   + Health & Safety policy   + Incident Management policy |

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

**F. Provider Data Processing Agreement**

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| --- |
| **To be confirmed** |

# 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

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