

SCHEDULE 1: General Practice Workforce - 2022 – 2023

WORK PACKAGE	
General Practice Workforce 2022 - 2023	
Work Package Reference Number:	WORKFORCE_HEE22/23
POSA reference number	POSA
Parties:	Health and Social Care Information Centre ("NHS Digital") Health Education England (HEE) ("Service Recipient")
Programme Name:	General Practice Workforce
Portfolio Number:	P0272/01
Business Case reference:	TBC by HEE if needed
Work Package Commencement Date:	01 April 2022
Work Package Expiry Date: (do not extend beyond the term of the POSA)	31 March 2023
Version No:	0.2 Draft
Has this work started? If work has started without an agreed Work Package it carries with it risk that funding is not yet confirmed.	(Please check box if yes) <input checked="" type="checkbox"/>
1. Overview	
<p>This Work Package is entered into under and incorporates the provisions set out in the Provision of Services Agreement between NHS Digital and Health Education England (HEE) dated 1st April 2021.</p> <p>This Work Package is entered into by and for the benefit of HEE. NHS Digital shall be performing the Services.</p> <p>This Work Package supports the Long-Term Plan commitment to expand community multidisciplinary teams aligned with new primary care networks (1.9) and to grow the medical workforce (4.26). These commitments were reaffirmed and expanded through the 2019 Conservative manifesto and the 2020 GP Contract.</p> <p>The objective is to continue to provide high-quality data on the general practice and Primary Care Network workforce, improving quality, completeness, frequency and timeliness where possible.</p> <p>This will:</p> <ol style="list-style-type: none"> 1) inform national policy and investment decisions on new workforce supply and support. 	

2) support monitoring delivery of government manifesto commitments; and

3) inform local and system workforce planning.

The information will be used by primary care and workforce policy and analytical teams in NHS England and NHS Improvement, the Department of Health and Social Care, and Health Education England, as well as being publicly available through the NHS Digital website.

2. The Objective

This agreement covers the collection, validation and publication of the workforce Minimum Data Set for the general practice and PCN workforce. It also includes the ongoing improvement of data. Further detail is included below for all these elements.

3. NHS Digital Senior Management Team

NHS Digital Responsible Director: [REDACTED] - Executive Director of Data Services

[REDACTED] – Director & Head of Profession for Statistics, [REDACTED]

Service Lead: [REDACTED], Head of Service: Open Data and Publications

Head of Strategic Engagement: [REDACTED]

Information Analysis Lead Manager: [REDACTED]

Responsible Statistician: [REDACTED]

[REDACTED] – Associate Commercial Specialist, [REDACTED]

[REDACTED] - ALB Procurement Lead, [REDACTED]

Based at: NHS Digital, HM, Government 7 and 8 Wellington Place, Leeds LS1 4AP

Notices shall be sent as set out in the POSA.

4. HEE England Senior Management Team

[REDACTED] Head of Modelling

[REDACTED] Associate Director of the HEE National Data Service

Health Education England, Stewart House (3rd Floor), London WC1B 5DN

Notices shall be sent as set out in the POSA.

5. IPR / Licenses

Neither Party shall be required to provide any software licences as part of the provision of the Services.

Neither Party shall be required to provide any Background Intellectual Property Rights as part of the provision of the Services.

6. Provision of Services

Term	<p>These Services shall commence on the commencement date specified above and shall expire on Work Package Expiry Date specified above, unless terminated earlier by either party in accordance with the terms of the POSA.</p> <p>The Term may be extended by the written agreement of the parties provided that the duration shall be no longer than the POSA Expiry Date.</p> <p>Subject to the following, either party may terminate this Work Package by giving the other not less than 30 days' prior written notice. In the event that this Work Package is terminated early for any reason then NHS Digital shall give Service Recipient a full breakdown of its work in progress and termination costs incurred which shall be paid by the Service Recipient as per the POSA.</p> <p>The validity of this Work Package is based on a certain direction or request being valid and in force. Where Service Provider is required to deliver the Services pursuant to such direction or request Service Recipient shall only be entitled to cancel the Services if it also cancels the application of the relevant direction or request (or arranges for this), with a co-terminus effective date of termination.</p> <p>Where relevant, the Service Recipient shall arrange for the amendments to be made to the website publication of the relevant direction or request.</p>
Liability Cap	As per the POSA
Services Description	<p>This work package covers:</p> <ul style="list-style-type: none"> Collecting, validating and disseminating the workforce Minimum Data Set (wMDS) for all staff in general practice and Primary Care Networks (PCN) on a quarterly basis moving to a monthly basis as described below maintaining the primary care wMDS production of quarterly (moving to monthly) publications relating to the general practice and PCN workforce maintenance, hosting and development of the National Workforce Reporting System (NWRS) <p>Specifically, this Work Package covers additional work needed to provide data and information on the General Practice workforce in addition to that provided through GIA funding.</p> <p>Progress will be monitored through the Primary Care Workforce Data Oversight Group (PCWDOG), chaired by NHSEI and with members from DHSC, NHS Digital and Health Education England.</p> <p>A similar work package agreement exists with DHSC and NHSE who are commissioning and funding this jointly with HEE. See 'Charges and Payments' for further details on costing.</p> <p>Data are subject to NHS Digital and national statistical quality standards.</p> <p>Arm's Length Bodies Management</p> <p>Arm's Length Bodies Management (ALB) is a team within NHS Digital which specialises in the oversight of product delivery for 7 National programmes within the Data Insights and Statistics Directorate. These national programmes include: Primary and Adult Social Care, Secondary Care, Clinical Indicators, Population Health, Mental Health and Community. Included in this Work Package Agreement (WPA) is a cost for the ALB management to ensure that a robust governance and management structure is in place to deliver customer</p>

	<p>requirements, respond to and resolve escalations and ensure that our products are delivered on time, to budget and to an agreed specification. ALB management will also ensure that any new customer requirements and requests are prioritised and initiated as appropriate.</p> <p>Confidentiality and FOI The parties shall cooperate with each other to enable them to comply with their respective responsibilities under the Freedom of Information Act 2014 and the Data Protection Acts of 2018. As owners of the data, NHS Digital would expect to lead on any Freedom Of Information (FOI) or similar requests.</p> <p>This section constitutes the complete description of the services to be provided ("Services"), and all other previous statements or written materials are superseded and excluded.</p> <p>Unless specifically included in this Work Package the Services do not include any decommissioning or exit activities. HEE is responsible for all undertaking or procuring all such activities, which, if procured from NHS Digital, shall be chargeable at NHS Digital standard rates.</p> <p>NHS Digital shall be entitled to use any of its staff in the provision of the Services including its employees, contractors and subcontractors.</p> <p>The Parties shall, if both agree, hold a work package close, lessons learned review meeting.</p>
Regulatory Requirements: CQC	<p>The parties agree that nothing in this Work Package requires NHS Digital to provide Regulated Activities¹, pursuant to The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014. Should any regulated activity be later identified in a Work Package, the parties shall review and unless there is an alternative lawful solution that element shall be deemed to be out of scope, and Service Recipient shall be responsible for the delivery of that regulated activity.</p>
Regulatory Requirements: MHRA	<p>2No Medical Devices have been identified as being produced as part of this Work Package.</p> <p>NHS Digital is providing the Services on behalf of Service Recipient, and Service Recipient is the responsible manufacturer of any medical device³. Service Recipient is responsible for the costs of any processes and procedures as required in law and by the Medical Health Regulatory Authority associated with the provision of the medical device, and any costs associated with CE marking.</p>
Service Recipient Responsibilities	<p>Service recipient to participate in Primary Care Workforce Data Oversight Group (PCWDOG) meetings and it's various sub-groups and provide sufficient information to NHS Digital regarding the commissioning of general practice services to allow this service to run effectively.</p>

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1

The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 Schedule 1 and Schedule 2.

2

European Parliament and the Council of the European Union (2007) Council Directive 2007/47/EC of 5 September 2007 amending Council Directive 93/42/EEC concerning medical devices.

Note definition currently includes - "any ..., appliance, software, material or other article, whether used alone or in combination, together with any accessories, including the software intended by its manufacturer to be used.. to be used specifically for diagnostic and/or therapeutic purposes and necessary for its proper application.. for the purpose of:... diagnosis, prevention.. monitoring, treatment, alleviation.. investigation.."

3 as defined in the European Council Directive 90/385/EEC on the approximation of the laws of the Member States relating to active implantable medical devices

Data	All the information detailed in this section should be logged with the NHS Digital IG Compliance team on the unified asset register.									
	Unified Register Reference									
	GP workforce Minimum Data Set - DCR0000134									
		A	B	C	D	E	F	G	H	I*
	Data set title	Contains personal data?	Contains confidential information?	Contains patient identifiable or Special Category	Is Service Provider Controller?	Is Service Provider Processor?	Is Service Recipient Controller?	Is Service Recipient a Processor?	Do the Controllers jointly determine means and purpose?	Is Processing covered by DARS?
	GP workforce dataset	.1	.1	.1	.1	.1	x	x	x	.1 via Data Sharing Agreement
<p>Controller and Processor: In the event that column E or G are selected (i.e. one party is acting as a Processor for and on behalf of the other in relation to any data set) – Section A and paragraphs 1, 2 and 6 of Schedule 4 (Data Protection) shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.</p> <p>Joint Controllers: In the event that columns D and F and H are selected (i.e. both parties are acting as Controllers and jointly determine the means and purpose of processing) Sections A and B below and, paragraphs 1, 3 and 6 of Schedule 4 (Data Protection), shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.</p> <p>Independent Controllers: In the event that columns D and F but not H are selected (i.e. both parties are acting as Controllers in relation to any data set and the purpose is direct care) Section A and paragraphs 1, 4 and 6 of Schedule 4 (Data Protection), shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.</p> <p>*DARs: Column H is only applicable where both parties are acting as independent Controllers, and the purpose is secondary use (as defined by the National Data Guardian). Section C and paragraphs 1 and 5 of Schedule 4 (Data Protection) shall apply.</p>										
SECTION A – DETAILS OF PROCESSING										

	Description	Details
	Subject matter of the Processing	Individual level data regarding employees in General Practice and Primary Care Networks.
	Identity of the Controller(s) and Processor(s)	NHS Digital and Service Recipient (Joint Controllers)
	Duration of the Processing	Ongoing – monthly for general practices, quarterly, moving to monthly for PCNs
	Nature and purposes of Processing (and details of the legal basis where relevant)	Data received from National Workforce Reporting System (NWRS), and from ESR via another workforce team. Data merged and combined with other datasets including GMC register (unique corporate dataset) to produce final asset stored in SQL. No identifiable data published. Data can be requested through DARs.
	Type of Personal Data being Processed	Personal/sensitive – includes names, age, nationality, and NINO
	Categories of Data Subjects	Individuals – NHS workforce
	Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	Retention period – 8 years before review
	Data Protection Officer of Service Provider:	NHS Digital's interim DPO is : [REDACTED] Email: nhsdigital.dpo@nhs.net
	Data Protection Officer for Service Recipient:	Contact via GDPR@hee.nhs.uk
	Data Protection Impact Assessment reference:	Available on request – doesn't have a ref number
	Controller's security requirements:	None
	Approved Sub-Processors:	Service Recipient here gives permission for NHS Digital to use its existing processors to support the delivery of these Services, and those that are generally being used across the NHS Digital estate.
	SECTION B – JOINT CONTROLLERS	

	N/A		
	Details of Controllers respective responsibilities		
	Responsibility	Service Provider	Service Recipient
	Determine the means of Processing	"	"
	Determine the purpose of Processing	"	"
	Response to the Data Subject in exercising their rights under GDPR, acting as a single point of contact for Data Subjects	"	"
	Providing information to the Data Subject Articles 13 and 14 GDPR	"	"
	Publishing the Controller's respective responsibilities to ensure transparency	"	
	Risk assessment of Processing and implementing and maintaining appropriate technical and organisational measures to ensure a level of security appropriate to that risk	"	
	Service Recipient information governance lead:	[REDACTED]	
	SECTION C - INDEPENDENT CONTROLLER AND SECONDARY PURPOSES		
	N/A		
	The parties have entered into a DARS agreement in respect of this data sharing:	YES	
Reference of the associated DARS Data Sharing Framework Contract:	[]		
Reference of the associated DARS Data Sharing Agreement:	[]		

Directions/ Requests	<p>The NHS Digital directions reference relating to the Services are detailed below: Workforce information Directions 2019 - NHS Digital</p> <p>These Directions will be given in exercise of the powers conferred by sections 254(1) (2)(b) (5) and (6), 255(6), 260(2)(d), 261(2)(e), 274(1)(d) and (2) and 304(9), (10) and (12) of the Health and Social Care Act 2012 (the Act) and Regulation 32 of the National Institute for Health and Care Excellence (Constitution and Functions) and the Health and Social Care Information Centre (Functions) Regulations 2013 (the Regulations).</p>
Governance	<p>The POSA work package managers nominated by the signatories to manage the Agreement are Alyson Whitmarsh (NHS Digital) and John Stock, Helen Mansfield (HEE). The POSA work managers shall liaise as necessary to ensure smooth and efficient operation of the Agreement. Either party may change its signatory or POSA work package manager by notifying the other party's signatory in writing.</p> <p>Through the Primary Care Workforce Statistics, Data Quality and Publications Group), the Primary Care Workforce Data Communications and Engagement Group and the Primary Care Workforce Data Systems Group which contains members from all joint funding organisations (DHSC, HEE and NHSE). These groups meet fortnightly or monthly and will be responsible for overseeing the delivery of the NHS Digital workplan; escalating any issues to the Primary Care Workforce Data Oversight Group (PCWDOG) for monthly discussion across the three funding organisations at senior level.</p> <p>PROCEDURES FOR HANDLING VARIATIONS</p> <p>Any amendments to the specification of this Agreement must be agreed in writing by both parties, signed by the POSA work package manager/signatory as appropriate.</p> <p>Agreed amendments to the specification of this Agreement must be distributed to anyone involved in the delivery of the service that is, possibly, affected by said changes and an electronic copy kept for records.</p> <p>RESOLUTION OF DISPUTES AND ARBITRATION</p> <p>All disputes, differences or questions which cannot be resolved between DHSC and NHS Digital with respect to any matter arising out of, or relating to, the Agreement shall initially be addressed by the POSA work package managers. In the event of failure to agree such matters they shall be referred to the signatories of the Agreement.</p>
7. Charges and Payment	
<p>a) HEE and NHS Digital have agreed a total budget of £153,528 (excluding VAT) for this work in 2022-23. This represents the cost of additional work to provide general practice and PCN workforce information (in addition to GIA funding) for a 12- month period:</p> <p>Separate work packages covering DHSC and NHSE contribution is presented to FCAP for consideration and approval.</p> <p>The Total breakdown is as follows:</p>	

Total Costs	████████
Less funding through GIA	████████
Outstanding Commissioner Cost	████████
NHSE Cost	████████
DHSC Cost	████████
HEE Cost	£153,528

Charges for these services is for NHS Digital's costs in delivering this service.

The work will take place over 2022 – 23 financial year.

b) Invoice Schedule

Invoicing is quarterly.

Period	Month	£ Amount
1st April 2022 – 30th June 2022	June 2022	████████
1st July 2022 – 30th Sept 2022	Sept 2022	████████
1st Oct 2022 – 31st Dec 2022	Dec 2022	████████
1st Jan 2023– 30th March 2023	March 2023	████████
Total		£153,528 (excl. VAT)

NHS Digital Charges and rates specified above are subject to an increase in April in each year. NHS Digital shall notify HEE of the revised rates if applicable. Any change to personnel grades required and / or days, will require a review and update to this charging model. A copy of the full rate card for NHS Digital is available on request.

Unless specifically included in this Work Package the charges do not include any decommissioning or exit costs. HEE is responsible for all decommissioning costs, which, if carried out by NHS Digital, shall be chargeable at NHS Digital standard rates.

Invoices to be raised and paid in arrears.

In the event a relevant request are cancelled, and the Services ended early for any reason then NHS Digital shall give HEE a full breakdown of its work in progress and termination costs incurred, save as set out in such costs no further charges shall be payable.

Value for Money:

NHS Digital is the only organisation able to collect and process individual-level data regarding employees in General Practice and Primary Care Networks, as set out in the Direction above. Costs & Payments are in accordance with the current NHSD Rate Card

8. Performance

Deliverable		Date
General Practice and PCN workforce		
Provision of monthly general practice extracts and reporting; maintenance of time series; provision of quarterly and monthly PCN extracts and reporting (when DQ sufficient); launching new quarterly publication and combined NWRS/claims release. Further improvements to outputs as agreed through the stats and DQ group. Provision of collection tool and DQ dashboard, improvements and enhancements to NWRS.		On-going
Provision of the NWRS includes supporting communications, user queries, guidance, hosting user groups, monitoring data quality and completeness, provision of reliable service etc. Regular analysis and publication of quarterly and monthly GP workforce official statistics; quarterly and monthly PCN extracts and publications (when DQ of sufficient quality); end to end publication cycle increase from bi-annual to quarterly and to include all practice staff and monthly; work to maintain National Workforce Data Standards in primary care and to ensure consistent data items within wMDS. Introduction of new quarterly publication and release of 'combined' DPC data. Further improvements to the analysis and outputs as agreed through the stats and dq group. Defining and testing enhancements to the NWRS.		On-going
System provision costs		
NWRS hosting, maintenance and support		On-going
Any further projects and associated Milestones will be covered through change notifications with appropriate requirements and funding.		
9. Benefits		
Anticipated benefits are forecasted over the stated time period above		
Additional Documentation		
N/A		
10.TUPE		
It is recognised that on the commencement and termination of the Services, the Transfer of Undertakings (Protection of Employment) Regulations may apply. The following details the expectations of the Parties. Tick as appropriate.		
	The Parties agree that the commencement of the provision of the Services under this Work Package shall give rise to a relevant transfer of the employment of employees of NHS England to NHS Digital.	
	The provisions of Schedule 2 Part A shall apply.	
	The Parties agree that the commencement of the provision of the Services under this Work Package shall give rise to a relevant transfer of the employment of employees of a third party previous service provider to NHS Digital or a Notified Sub-contractor.	
	The provisions of Schedule 2 Part B shall apply.	
	The Notified Sub-contractors are: []	

[/]	<p>The Parties agree that at the commencement of the provision of Services under this Work Package by NHS Digital, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of NHS England or a third party to NHS Digital or a Notified Sub-contractor.</p> <p>The provisions of Schedule 2 Part C shall apply.</p> <p>The Notified Sub-contractors are: None</p>
On termination or expiry of the Work Package:	
	<p>This Work Package is for the provision of services from a designated team, and NHS Digital staff may transfer to NHS England or its new service provider on expiry or termination of the Services.</p> <p>The provisions of Schedule 2 Part D shall apply.</p>
[/]	<p>This Work Package is not for the provision of services from a designated team, and NHS Digital staff shall not transfer to NHS England or its new service provider on expiry or termination of the Services.</p>
11.Public Sector Equality Duty	
<p>Consideration of the Public Sector Equality Duty:</p> <p>The Services will be performed in accordance with the above guidelines.</p>	
12.Special Terms	
N/A	

This Work Package is an agreement that incorporates the terms of the POSA specified above.

Signed and agreed on behalf of **NHS Digital**




Head of Service: Open data and publications

Date: 31/05/2022

This Work Package is an agreement that incorporates the terms of the POSA specified above.

<p>Signed and agreed on behalf of HEE</p> <p>© NHS Digital 2022</p> <p style="text-align: right;">Page 12 of 13</p>
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[REDACTED]

[REDACTED]

ASSOCIATE DIRECTOR – National Data Service

Date:20.06.2022