



## **NHS Standard Contract 2017/18 and 2018/19 Particulars (Full Length)**

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**Contract title/ref: *NHS West Lancashire  
CCG Community Pain Service***

**NHS Standard Contract**

**2017/18 and 2018/19 Particulars**

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Prepared by: NHS Standard Contract Team  
nhscb.contractshelp@nhs.net

DRAFT

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<b>Contract Reference</b>	<b>NHS West Lancashire CCG Community Pain Service</b>
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<b>DATE OF CONTRACT</b>	
<b>SERVICE COMMENCEMENT DATE</b>	
<b>CONTRACT TERM</b>	<p><b>Phase 2</b> 2 years commencing [inset date]</p> <p><b>Phase 3</b> 3 years commencing [insert date]</p>
<b>COMMISSIONERS</b>	<b>NHS West Lancashire CCG (ODS 02G)</b>
<b>CO-ORDINATING COMMISSIONER</b>	<b>NHS West Lancashire CCG (02G)</b> Hilldale Wigan Road Ormskirk Lancashire L39 2JW
<b>PROVIDER</b>	<p><b>Unknown</b> Principal and/or registered office address:</p> <p><b>[Company number: [       ]</b></p>

## CONTENTS

### PARTICULARS

CONTRACT

SERVICE COMMENCEMENT AND CONTRACT TERM

SERVICES

PAYMENT

QUALITY

GOVERNANCE AND REGULATORY

CONTRACT MANAGEMENT

### SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

- A. Conditions Precedent
- B. Commissioner Documents
- C. Extension of Contract Term

### SCHEDULE 2 – THE SERVICES

- A. Service Specifications
- A1. Specialised Services - Derogations from National Service Specifications
- B. Indicative Activity Plan
- C. Activity Planning Assumptions
- D. Essential Services
- E. Essential Services Continuity Plan
- F. Clinical Networks
- G. Other Local Agreements, Policies and Procedures
- H. Transition Arrangements
- I. Exit Arrangements
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies
- L. Provisions Applicable to Primary Care Services

### SCHEDULE 3 – PAYMENT

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- D. Marginal Rate Emergency Rule: Agreed Baseline Value
- E. Emergency Re-admissions Within 30 Days: Agreed Threshold
- F. Expected Annual Contract Values
- G. Timing and Amounts of Payments in First and/or Final Contract Year

## SCHEDULE 4 – QUALITY REQUIREMENTS

- A. Operational Standards
- B. National Quality Requirements
- C. Local Quality Requirements
- D. Commissioning for Quality and Innovation (CQUIN)
- E. Local Incentive Scheme
- F. Clostridium difficile

## SCHEDULE 5 - GOVERNANCE

- A. Documents Relied On
- B1. Provider's Mandatory Material Sub-Contractors
- B2. Provider's Permitted Material Sub-Contractors
- C. Commissioner Roles and Responsibilities

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

- A. Reporting Requirements
- B. Data Quality Improvement Plans
- C. Incidents Requiring Reporting Procedure
- D. Service Development and Improvement Plans
- E. Surveys

## SCHEDULE 7 – PENSIONS

## SERVICE CONDITIONS

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice, Referral and Booking
- SC7 Withholding and/or Discontinuation of Service
- SC8 Unmet Needs, Making Every Contact Count and Self Care
- SC9 Consent
- SC10 Personalised Care Planning and Shared Decision-Making
- SC11 Transfer of and Discharge from Care; Communication with GPs
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC14 Pastoral, Spiritual and Cultural Care
- SC15 Places of Safety
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Sustainable Development
- SC19 Food Standards and Sugar-Sweetened Beverages
- SC20 Service Development and Improvement Plan
- SC21 Antimicrobial Resistance and Healthcare Associated Infections
- SC22 Venous Thromboembolism
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud and Security Management
- SC25 Procedures and Protocols
- SC26 Clinical Networks, National Audit Programmes and Approved Research Studies
- SC27 Formulary
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC31 Force Majeure: Service-specific provisions
- SC32 Safeguarding, Mental Capacity and Prevent
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People and Death of a Service User
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements and Quality Incentive Scheme
- SC38 Commissioning for Quality and Innovation (CQUIN)

## GENERAL CONDITIONS

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

## CONTRACT

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

1. these **Particulars**;
2. the **Service Conditions (Full Length)**;
3. the **General Conditions (Full Length)**,

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**

**Mike Maguire for  
and on behalf of  
NHS West Lancashire CCG**

.....  
**Title**

.....  
**Date**

**SIGNED by**

.....  
**Signature**

**[INSERT AUTHORISED  
SIGNATORY'S  
NAME] for  
and on behalf of  
[INSERT PROVIDER NAME]**

.....  
**Title**

.....  
**Date**



<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
<b>Effective Date</b>	[The date of this Contract] [or as specified here]
<b>Expected Service Commencement Date</b>	[insert date]
<b>Longstop Date</b>	[insert date]
<b>Service Commencement Date</b>	[insert date]
<b>Contract Term</b>	<p><b>Phase 2</b> 2 years commencing [insert date]</p> <p><b>Phase 3</b> 3 years commencing [insert date] (or as extended in accordance with Schedule 1C)</p>
<b>Option to extend Contract Term</b>	<p><b>Yes</b> <b>By 2 years</b></p>
<b>Commissioner Notice Period (for termination under GC 17.2)</b>	6 months
<b>Commissioner Earliest Termination Date</b>	6 months after the Service Commencement Date
<b>Provider Notice Period (for termination under GC17.3)</b>	6 months
<b>Provider Earliest Termination Date</b>	6 months after the Service Commencement Date

<b>SERVICES</b>	
<b>Service Categories</b>	<b>Selected</b>
Accident and Emergency Services (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Community Services (CS)	Yes
Continuing Healthcare Services (CHC)	
Diagnostic, Screening and/or Pathology Services (D)	Yes
End of Life Care Services (ELC)	
Mental Health and Learning Disability Secure Services (MHSS)	
Mental Health and Learning Disability Services (MH)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
<b>Specialised Services and other services directly commissioned by NHS England</b>	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	No
<b>Service Requirements</b>	
Indicative Activity Plan	Yes
Activity Planning Assumptions	No
Essential Services (NHS Trusts only)	No
Services to which 18 Weeks applies	Yes
Prior Approval Response Time Standard	Not applicable

<b>PAYMENT</b>	
Expected Annual Contract Value Agreed	Yes
Must data be submitted by SUS for any of the Services?	No

<b>QUALITY</b>	
Provider Type	Other
Clostridium Difficile Baseline Threshold (Acute Services Only)	Not applicable

GOVERNANCE AND REGULATORY	
<b>Nominated Mediation Body</b>	CEDR/Other – [ ]
<b>Provider's Nominated Individual</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Information Governance Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Caldicott Guardian</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Senior Information Risk Owner</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Accountable Emergency Officer</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Safeguarding Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Child Sexual Abuse and Exploitation Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Mental Capacity and Deprivation of Liberty Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Prevent Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider's Freedom To Speak Up Guardian</b>	[ ] Email: [ ] Tel: [ ]

<b>CONTRACT MANAGEMENT</b>	
<b>Addresses for service of Notices</b>	<p><b>Co-ordinating Commissioner:</b> <b>NHS West Lancashire CCG</b></p> <p><b>Address:</b> Head of Quality, Performance &amp; Contracting Hilldale, Wigan Road, Ormskirk, L39 2JW <b>Email:</b> info@westlancashireccg.nhs.uk</p> <p><b>Provider:</b> [            ] <b>Address:</b> [            ] <b>Email:</b> [            ]</p>
<b>Frequency of Review Meetings</b>	<b>Monthly</b>
<b>Commissioner Representative(s)</b>	Contracts Manager Hilldale, Wigan Road, Ormskirk, L39 2JW 01695 588524
<b>Provider Representative</b>	<p>[            ] <b>Address:</b> [            ] <b>Email:</b> [            ] <b>Tel:</b> [            ]</p>

## 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 Monitor's Licence in respect of Provider and Material Sub-Contractors (where required)
4. Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner
5. Copies of the following Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner][*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT*
6. [A copy of the/each Direction Letter]
7. [Insert text locally as required]

The Provider must complete the following actions:

1. Achieve level 2 compliance against all requirements in the relevant NHS IG toolkit.

## SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

### B. Commissioner Documents

Date	Document	Description
[tender docs to be inserted]		

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **C. Extension of Contract Term**



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

1. As advertised to all prospective providers before the award of this Contract, the Commissioners may opt to extend the Contract Term by 2 years .
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 6 months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
  - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
  - 3.2 only by all Commissioners; and
  - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

The parties agreed that the service specification that is currently embedded below is the minimum requirements set for the community pain service and that this will be review and re-developed during phase two.

DRAFT IHELP minimum requirement	 DRAFT iHELP Minimum Requirem
IHELP Design phase minimum requirements	 iHELP Design Phase minimum requireme



## **SCHEDULE 2 – THE SERVICES**

### **A.1 Specialised Services – Derogations from National Service Specifications**

**Not Applicable**

## SCHEDULE 2 – THE SERVICES

### B. Indicative Activity Plan

The information set out in this Schedule 2B is designed to be an indicative guide only for the Provider and is not intended to be and will not be, binding upon the Commissioner and should not be relied upon by the Provider.

	Secondary care							Primary care prescribing - analgaesics chapter			
	Hip / Spine - Image Guided	Other - Image Guided	Hip / Spine - Non Image Guided	Other - Non Image Guided	First Outpatient	Follow Up Attendance	Secondary Care Subtotal	Pregabalin / Lyrica	Strong Opioids	Other analgaesics	Primary care prescribing sub-total
Number of unique Patients 2015/16	526	25	472	60	693	878		1,162	1,076	8,850	
Activity	680	27	585	96	753	1,668	3,809	12,281	17,419	143,268	172,968

## **SCHEDULE 2 – THE SERVICES**

### **C. Activity Planning Assumptions**

**Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **D. Essential Services (NHS Trusts only)**

**Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **E. Essential Services Continuity Plan (NHS Trusts only)**

**Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **F. Clinical Networks**

**Not Applicable**

## SCHEDULE 2 – THE SERVICES

### G. Other Local Agreements, Policies and Procedures

<b>Commissioner Policies</b>  Serious Untoward Incident Policy  Standards for providers 2016-17 'Fraud bribery and corruption'  Standards for providers 2016-17 'Security Management'	<a href="#">Policies and procedures   NHS West Lancashire CCG</a>  <a href="http://www.nhsbsa.nhs.uk/Documents/CounterFraud/Standards_for_providers_2016-2017_Fraud_bribery_and_corruption.pdf">http://www.nhsbsa.nhs.uk/Documents/CounterFraud/Standards_for_providers_2016-2017_Fraud_bribery_and_corruption.pdf</a>  <a href="http://www.nhsbsa.nhs.uk/Documents/SecurityManagement/Standards_for_providers_2016-2017_Security_management.pdf">http://www.nhsbsa.nhs.uk/Documents/SecurityManagement/Standards_for_providers_2016-2017_Security_management.pdf</a>
<b>Provider Policies</b>  [to be insert]	

## **SCHEDULE 2 – THE SERVICES**

### **H. Transition Arrangements**

**To be confirmed with the preferred bidder post award of contract**



## SCHEDULE 2 – THE SERVICES

### I. Exit Arrangements

Unless otherwise stated, the definitions that shall apply in this Schedule 2I are those set out in the General Conditions.

#### 1. Provision of Information by the Provider

- i) In addition to its obligations set out in GC18 and GC5, in the event of the expiry or termination or the pending expiry of the Contract or any Service or upon any notice of termination, having been served, pursuant to GC17, the Provider agrees that it shall supply to the Commissioner, within 20 Operational Days of receipt of a written request from the Commissioner, such details of the Staff, Provider's Premises, Services Environment, Equipment and the Provider's costs actually incurred in delivering the relevant Services [DN. Required as per Simon Stevens' recent comments on Provider open book accounting for large scale contracts] as are set out in paragraphs 2 and 3 of this Schedule 2H, in such format as the Commissioner shall request. Any request made by the Commissioner pursuant to this paragraph 1 of Schedule 2I shall be made as a request for information in accordance with Service Condition 28.3. The Provider agrees that such a request shall constitute a 'reasonable and lawful' request on the part of the Commissioner pursuant to SC 28.3 and that any failure by it, to comply with the timescale for response set out in this paragraph 1 of Schedule 2I shall constitute a failure by the Provider to respond within a 'timely manner' as required by SC 28.3.
- ii) The Provider agrees in relation to the information that it is required to provide, pursuant to paragraph 1(i) of Schedule 2I above, that:
  - a) where required to do so by the Commissioner, it will provide the required information on an anonymous basis, directly to any provider who is identified by the Commissioner as a potential new provider of the Services;
  - b) the Commissioner may share the information it receives, on an anonymous basis, with any potential new provider of the Services;
  - c) should the details of any information already provided by the Provider, subsequently change, the Provider will update the Commissioner and/or new or potential new providers to whom it has provided that information, as soon as possible.
- iii) The Provider acknowledges that the Commissioner is relying on the accuracy and completeness of the information to be provided pursuant to paragraph 1(i) above in connection with any re-procurement or re-commissioning process it may carry out in respect of the Services and that the information will be required in order to enable any potential new providers of the Services to assess the likelihood of TUPE applying on a transfer of the Services, and more generally, in order to enable any potential provider to undertake an adequate pricing exercise in relation to its proposed assumption of provision of the Services.

#### 2. Staff Information

The Provider shall provide the following information:

- i) The organisational and management structure of the Services (including details of how the Services are provided and managed by the Staff and details of any vacant posts).

- ii) Whether the Services have dedicated employees (that is they **only** work on the Services) and if so:
- How many of those employees are so dedicated (not whole time equivalents, actual numbers); and
  - Each job role/title.
- iii) If employees undertake any or any part of provision of the Services, but are not dedicated to the Services, estimate for each individual, the percentage of their working time spent on the Services over the preceding 12 months and for each of these details of what other work they do.
- iv) For all employees identified at paragraphs 2ii) and 2iii), details of the following:
- Payment method for wages
  - Pay day/date
  - Pay band and increment date
  - Pay and other remuneration along with any non-cash benefits
  - Pension scheme details
  - Normal hours of work
  - Overtime: whether undertaken, by which employees and whether compulsory or voluntary
  - Working time flexi scheme
  - Annual Leave entitlements
  - How annual leave pay is calculated
  - Whether any of the employees are mobile employees (a mobile employee means any employee who is not required to attend a particular dedicated place of work each day)
  - How mileage claims are calculated for mobile employees
  - For non-mobile employees their normal place of work
  - Whether there is in place a contractual mobility clause
  - Whether all required pre-employment checks (including DBS, entitlement to work in the UK etc.) have been undertaken/completed.
  - Whether there are any existing or contingent liabilities towards any of the employees, for example, but not limited to awards of damages or compensation for, or existing claims in respect of unfair dismissal, personal injury, discrimination, breach of contract, unlawful deductions, whistle-blowing.
  - Any outstanding HR issues e.g. discipline, grievance, capability, ill-Health etc.
  - Numbers of employees not currently working and why, for example, but not limited to maternity leave, ill health, study leave, career break.
- v) In addition to those employees identified at paragraphs 2ii) and 2iii), state what other Staff provide any of the Services and the basis upon which they do that, including bank staff, non-employed consultants, agency workers. Details of how much use has been made of those Staff over the previous 12 months.

### **3. Costs, Provider's Premises, Services Environment and Equipment**

The Provider shall provide the following information:

- ii) Details of how the Services are funded by the Provider and the actual costs incurred by the Provider in providing the Services over the 12 months immediately preceding receipt by the Provider of the written information request from the Commissioner made pursuant to paragraph 1(i) of this Schedule 2I;

- iii) Details of and a description of any Equipment which is dedicated for use or partially dedicated for use in connection with the Services;
- iv) A description of all Provider's Premises utilised in connection with the Services, together with details of the basis on which the Provider owns or occupies those premises;
- v) A description of all of the Services Environment and an explanation of any relationship which those have to the Provider's Premises

#### **4. Purchase of Services Equipment**

In this paragraph 4 of Schedule 2I, the following definitions shall apply in addition to those set out in the General Conditions:

**"Equipment Agreements"** means any third-party contracts or leases entered into by the Provider or a Sub-contractor which relate specifically to any Services Equipment that is to be sold or transferred to the Commissioner (or a third party nominated by the Commissioner).

**"Equipment Transfer Date"** means the date agreed by the Parties on which the Commissioner (or any third party nominated by the Commissioner), acquires any Services Equipment from the Provider.

**"Net Book Value"** means:

- (a) in respect of Provider Equipment which is shown in the Provider's accounts, the net book value at the time in question;
- (b) in respect of Provider Equipment which is available for use but which has been written off in the Provider's accounts, the net book value which the Provider Equipment would have had if the Provider Equipment had been capitalised which, for the avoidance of doubt, shall be calculated by applying the depreciation rate which the Provider Equipment would have had in the event that it had been capitalised on acquisition; and
- (c) in respect of consumables, the acquisition cost in respect of such consumables;

in each case, such amounts to be calculated in accordance with usual and consistent accounting principles.

**"Services Equipment"** means all that Equipment used predominantly in connection with the Services.

- i) The Provider agrees that in the event of the expiry or termination of this Contract or any Service, howsoever arising, the Commissioner shall have the first option (but not the obligation) to acquire the Services Equipment or any part thereof (or to facilitate that acquisition by a nominated third party) in accordance with the terms set out in this paragraph 4 of Schedule 2I.
- ii) No later than 3 months prior to the Expiry Date (or if the amount of notice of termination is less than 3 months, within a reasonable period of time following receipt of notice of termination), or in the event of the Contract or any Service being terminated under more immediate circumstances, as soon as reasonably practicable, the Provider shall provide to the Commissioner a list of the relevant Services Equipment, giving the Net Book Value of each item.

- iii) The Commissioner shall confirm in writing to the Provider as soon as reasonably practicable and in any event no later than 5 Operational Days following receipt of the Provider's list of Services Equipment, which items if any the Commissioner (or any nominated third party) is interested in acquiring and its agreement or otherwise to the Services Equipment valuations.
- iv) Where the Parties are unable to agree the Services Equipment valuations, either Party shall be entitled to refer the matter for resolution by an accountant (either jointly appointed by the Commissioner and the Provider or, if the Parties cannot agree a joint appointment, appointed by the President of the Institute of Chartered Accountants on the application of the Commissioner or the Provider) who shall act as an expert in determining both the relevant Net Book Values and how the expert's costs shall be allocated between the Parties.
- v) No later than 5 Operational Days following:
  - a) agreement by the Parties of the amounts due in respect of the Services Equipment to be acquired; or
  - b) in the event that an expert is appointed pursuant to the provisions of paragraph 6(iv) above, determination of the amounts due;

the Provider shall issue an invoice to the Commissioner (or any third party nominated by the Commissioner) for the amount payable in respect of the Services Equipment, such invoice to be payable by the Commissioner (or any third party nominated by the Commissioner) by bank transfer in cleared funds within 30 days of the date of the invoice or, if agreed otherwise by the Parties, on a later date agreed between them.

#### **Completion of Services Equipment Sale**

- vi) Where the Commissioner (or any third party nominated by the Commissioner) is acquiring Services Equipment pursuant to this paragraph 4 of Schedule 2H, the Provider shall use all reasonable endeavours to either:
  - (a) secure the novation to the Commissioner (or such other person as the Commissioner shall direct in writing) of the Equipment Agreements by the Equipment Transfer Date or as soon as possible thereafter (provided that the Provider shall not be required to bear any additional costs or fees in securing any such novation to the Commissioner); or
  - (b) where it is not appropriate to secure a novation of an Equipment Agreement, so far as it is reasonably practicable, assist the Commissioner (or such other person as the Commissioner shall direct in writing) to enter into a new agreement for the relevant Services Equipment on terms similar to those of the relevant Equipment Agreement (provided that the Provider shall not be required to bear any additional costs or fees in securing any such new agreement for the Commissioner).
- vii) Subject to payment having been made in accordance with sub-paragraph 4(v) above, title to the Services Equipment shall pass to the Commissioner (or such other person as the Commissioner may direct in writing) from the Provider, and deemed delivery of the Services Equipment shall occur on the Equipment Transfer Date.

- viii) In the event that an item of the Services Equipment shall have been in good working order but ceases to be in good working order as at the Equipment Transfer Date it shall (unless the Commissioner informs the Provider to the contrary) be deemed to be excluded from the sale of Services Equipment and the amount payable by the Commissioner (or such other person as the Commissioner shall direct in writing) in respect of the Services Equipment shall be reduced by the Net Book Value of the relevant item and the Provider shall remove the relevant Services Equipment from the Services Environment forthwith. Any necessary adjustment to the Services Equipment sale price shall be made by the Parties and settled accordingly.
- viii) The Provider shall indemnify and keep the Commissioner (or any person to whom the Equipment Agreements may be transferred) indemnified in full against all Losses relating to and payable in respect of the Equipment Agreements which are attributable to the period before the Equipment Transfer Date.
- x) If any of the Equipment Agreements are not novated by the date on which the Contract or Services terminates or expires (which may be because third-party consent to the novation of any of the Equipment Agreements is refused or otherwise not obtained, or where any of the Equipment Agreements are incapable of transfer to the Commissioner or such person as the Commissioner may direct by novation or other means):
- (a) unless and until any such Equipment Agreement is novated, the Provider shall hold such Equipment Agreement and any monies, goods or other benefits received thereunder as trustee for the Commissioner and its successors in title absolutely;
  - (b) the Commissioner shall (or shall procure that such person as the Commissioner shall have directed to take the transfer or novation of the relevant agreement shall) (if such sub-contracting is permissible and lawful under the Equipment Agreement in question), as the Provider's sub-contractor(s), perform all the obligations of the Provider under such Equipment Agreement and, where sub-contracting is not permissible, the Commissioner shall perform such obligations as agents for the Provider;
  - (c) the Commissioner shall indemnify the Provider and keep it so indemnified in full and on demand from and against all demands of whatsoever nature relating to and payable in respect of the Equipment Agreements which are attributable to the period from and including the Equipment Transfer Date (except where the demand arose from any breach by the Provider of any Equipment Agreement which occurred without the authority or approval of the Commissioner); and
  - (d) unless and until any such Equipment Agreement is novated, the Provider shall (so far as it lawfully may) at the Commissioner's reasonable cost give all such assistance as the Commissioner may reasonably require to enable the Commissioner to enforce its rights under such Equipment Agreements and (without limitation) shall provide access to all relevant books, documents and other information in relation to such Equipment Agreement as the Commissioner may reasonably require from time to time.

#### **General**

1. In the below provisions of this Schedule 2I Exit Arrangements, the following definitions apply:

**“Actual Termination Date”** means the date on which the Contract terminates or expires howsoever arising;

**“Employed Staff”** means any Staff wholly or mainly employed in the provision of the Services;

**“Breakage Costs”** means amount(s) the Provider is required to pay to terminate (or, where commercially necessary, continue with until the Provider is reasonably able to novate to the New Provider or the Expiry Date is reached) any agreement(s) with premises provider(s), subcontractor(s) or supplier(s) engaged in connection with the Provider’s provision of the Services;

**“Commissioner Termination Event”** means termination by the Commissioner of the whole or any part(s) of this Contract in accordance with General Condition 17.2;

**“Contingency Costs”** means such profits as set out in the Provider’s Financial Mechanism Template for the 12 month period commencing on the Actual Termination Date; (such templates being embedded in Schedule 5A of this contract)

**“Expiry Date”** means the date on which the Contract is due to expire (including any extension period, where notice to extend has been served in accordance with Schedule 1C) without the operation of a provision to terminate the Contract;

**“Investment Expenses”** means such out of pocket expenses as the Provider has incurred through investment, exclusively in connection with its delivery of the Services, between the Effective Date and the Actual Termination Date;

**“New Provider”** means any individual or organisation (or where there is more than one, all of those individuals and organisations) that replace the Provider in the provision of the whole or part(s) of the Service (or equivalent service(s));

**“Procurement Losses”** means the reasonable costs and expenses of the Commissioner in procuring a New Provider (in addition to the costs and expenses to which the Commissioner is entitled, pursuant to General Condition 18.2);

**“Provider Termination Event”** means termination by the Provider of the whole or any part(s) of this Contract in accordance with General Conditions 17.3 or a termination by the Commissioner in accordance with General Conditions 17.8 which results in an Actual Termination Date being on or before the date which is 36 months after the Service Commencement Date;

**“Termination Losses”** means in respect of any part or parts of the Services under the Contract:

- a) Contingency Costs;
- b) Investment Expenses;
- c) Breakage Costs;
- d) any costs reasonably and properly payable by the Provider in writing off equipment or items used exclusively in providing the Services including committed lease obligations up to the Expiry Date which shall not be greater than net book value less the actual realised value for such items; and
- e) any additional costs actually incurred in relation to the NHS Pension Scheme, the Local Government Pension Scheme and/or the NEST scheme, including but not limited to any exit payments.

**“TUPE Transfer Event”** means the transfer of all Employed Staff from the Provider to any New Provider in accordance with the provisions of TUPE upon or immediately following the Actual Termination Date.

5. The provisions of this Schedule 2I Exit Arrangements shall survive termination of the Contract in accordance with GC19.

#### **Retender of Services**

6. Recognising the importance of the welfare and interests of the Staff, the Commissioner shall re-procure the Services in accordance with all applicable Law and subject to that, in such a way as to ensure that a TUPE Transfer Event occurs as a result.
7. To the extent a TUPE Transfer Event does not occur, the Commissioner shall use its reasonable endeavours to ensure any New Provider agrees to engage the Employed Staff as though the TUPE Transfer Event had occurred in respect of those Staff.

#### **Provider Termination Event**

8. Upon termination of the Contract due to a Provider Termination Event the Commissioner may invoice the Provider for the Procurement Losses (including any reasonable supporting documentation requested by the Provider) and the Provider shall pay to the Commissioner the amount(s) set out in that invoice (subject to the Commissioner Costs Cap below).
9. The Commissioner shall use its reasonable endeavours to mitigate any effects of termination in respect of a Provider Termination Event.
10. The maximum aggregate amount of Procurement Losses payable by the Provider to the Commissioner is £250,000 (the **"Commissioner Costs Cap"**).

#### **Payment of Invoices**

11. Except where expressly stated otherwise (and subject to paragraphs 15 and 16 below), any payment due under the provisions of this Schedule 21 Exit Arrangements, shall be made to the Party to which it is due within 30 days of deemed service of an undisputed invoice in respect of that payment on' the Party due to make that payment.
12. Where an invoice is submitted by either Party, pursuant to paragraph 14 above (the **"Invoicing Party"**), the receiving Party from whom payment is due (the **"Receiving Party"**), shall be entitled to request such information and supporting documentation as it shall reasonably require in connection with its review of the Termination Losses set out in that invoice and the Invoicing Party shall supply that information and/or documentation to the Receiving Party within 5 Operational Days of receiving the request.
13. Where, following receipt of any information and/or documentation requested by a Receiving Party in accordance with paragraph 15 above, the Receiving Party wishes to dispute the invoice raised by the Invoicing Party, it shall be entitled to refer the matter for resolution by an accountant (either jointly appointed by the Commissioner and the Provider or, if the Parties cannot agree a joint appointment, appointed by the President of the Institute of Chartered Accountants on the application of the Commissioner or the Provider) who shall act as an expert in determining the amount of the Termination Losses properly payable, pursuant to the invoice and how the expert's costs shall be allocated between the Parties. Following the determination of the expert, the Invoicing Party shall (if necessary) re-submit an amended invoice to the Receiving Party which shall be due for payment within 30 Operational Days of deemed service on the Receiving Party.

## SCHEDULE 2 – THE SERVICES

### J. Transfer of and Discharge from Care Protocols

The provider is expected to submit a transfer of and discharge from care protocol, which is expected to include the following as defined in the specification: -

**Acceptable discharge criteria are as follows:**

- Resolved.
- Optimum outcome following treatment/ advice achieved.
- Patient able to self-manage.
- Patient able to manage condition with exercise programme or third sector activity.
- Patient failed to attend for initial appointment or full course of treatment in line with the DNA policy.
- Patient declines to participate in recommended evidence based management.
- Patient requires referral to another discipline or back to original referrer.

**Discharge back to GP for further management with advice. Information provided to a patient's GP at discharge should include:**

- Patient identifiable details (patient NHS number / name).
- Date of attendance and discharge.
- Investigations carried out.
- Summary of findings (including diagnosis).
- Information provided to the patient.
- Management plan.
- Medications initiated or terminated.
- Follow-up arrangements.

**[Provider's policy to be insert]**



## SCHEDULE 2 – THE SERVICES

### K. Safeguarding Policies and Mental Capacity Act Policies

#### NHS West Lancashire CCG policy

<http://www.westlancashireccg.nhs.uk/wp-content/uploads/160202-West-Lancs-Safeguarding-Policy-V4.pdf>



150812 Audit Tool to 160202-West-Lancs-Monitor SafeguardingSafeguarding-Policy

**[providers polices to be included]**

## **SCHEDULE 2 – THE SERVICES**

### **L. Provisions Applicable to Primary Care Services**

**Not Applicable**

## SCHEDULE 3 – PAYMENT

### A. Local Prices

Payment will be linked to the price derived from the bidder's proposal and as set out in schedule 3F below.

This value will be split into equal monthly parts and paid in monthly instalments.

The onus is on the provider to initiate the invoices for payment.

The Provider shall specify the following on each monthly invoice:

- Supplier name
- Supplier address and telephone number
- Date of invoice
- Invoice number
- Invoice amount
- Period to which the invoice relates
- Description of service provided
- Period to which payment relates

Mark invoices for the attention of the following;  
NHS West Lancashire CCG 02G  
Shared Business Services  
Phoenix House  
Topcliffe Lane  
Tingley  
WF3 1WE

## SCHEDULE 3 – PAYMENT

### B. 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://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

**Not Applicable**

## SCHEDULE 3 – PAYMENT

### C. 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://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>).*

*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**

## **SCHEDULE 3 – PAYMENT**

### **D. Marginal Rate Emergency Rule: Agreed Baseline Value**

**Not Applicable**

## **SCHEDULE 3 – PAYMENT**

### **E. Emergency Re-admissions Within 30 Days: Agreed Threshold**

**Not Applicable**

## SCHEDULE 3 – PAYMENT

### F. Expected Annual Contract Values

Contract Year	Annual Contract Value
2017/18	TBC
2018/19	TBC
2019/20	TBC

#### ***Adjustments to Annual Contract Value***

1. The Annual Contract Value shall be adjusted annually, such adjustments to take effect from 1 April in the relevant Contract Year following a variation in accordance with GC13 to reflect the annual variation (+/-) in the NHS Planning guidance, NHS National Tariff and funding settlement (E.g. prescribed inflation less efficiency percentages).
2. The Commissioner and the Provider shall both act reasonably and in good faith in reviewing and agreeing the necessary adjustments as set out in this section and shall record any adjustments made to the Annual Contract Value in accordance with GC13.
3. If the Commissioner and the Provider fail to review and agree the necessary adjustments to the Annual Contract Value by a date which is two (2) months before the start of a Contract Year, either party may refer the matter to Dispute Resolution.

Each of the amounts of Annual Contract Value set out in table 3F-1 above is inclusive of all CQUIN payments which have been incorporated into the Outcomes Payment. Set out below is a worked example to help clarify how the Annual Contract Value will be calculated in each year of the Contract commencing with Contract Year 1.

If the contract is to be extended by the additional two years available, the figure for year 4 and 5 will be based on the figure for year 2019/20 adjusted for inflation/ efficiency funding for this year.



## **SCHEDULE 3 – PAYMENT**

### **G. Timing and Amounts of Payments in First and/or Final Contract Year**

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## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence
	RTT waiting times for non-urgent consultant-led treatment				
<b><i>E.B.3</i></b>	<b><i>Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral*</i></b>	<b><i>Operating standard of 92% at specialty level (as reported on Unify)</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold</i></b>	<b><i>Monthly</i></b>
	Diagnostic test waiting times				
<b><i>E.B.4</i></b>	<b><i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*</i></b>	<b><i>Operating standard of no more than 1%</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>Where the number of Service Users waiting 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</i></b>	<b><i>Monthly</i></b>

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.37A apply

\* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19*, available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf>

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## SCHEDULE 4 – QUALITY REQUIREMENTS

### B. National Quality Requirements

	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence
<b><i>E.B.S.4</i></b>	<b><i>Zero tolerance RTT waits over 52 weeks for incomplete pathways*</i></b>	<b><i>&gt;0</i></b>	<b><i>Review of Service Quality Performance Report</i></b>	<b><i>£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month</i></b>	<b><i>Monthly</i></b>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with Regulation 20 of the 2014 Regulations	Review of Service Quality Performance Report	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

In respect of the National Quality Requirements shown in ***bold italics*** the provisions of SC36.37A apply.

\* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19*, available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf>

## SCHEDULE 4 – QUALITY REQUIREMENTS

### C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
[To be developed]					

## SCHEDULE 4 – QUALITY REQUIREMENTS

### D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

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CQUIN Table 2: CQUIN Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **E. Local Incentive Scheme**

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## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **F. Clostridium difficile**

**NOT USED**

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## SCHEDULE 5 – GOVERNANCE

### A. Documents Relied On

#### Documents supplied by Provider

Date	Document
	Mobilisation Document as set out in answer to question B1 to ITT scoring matrix
	Provider's Financial Mechanism Template
	Exit Plan

#### Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

## SCHEDULE 5 - GOVERNANCE

### B.1 Provider's Mandatory Material Sub-Contractors

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
Not Applicable			

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## SCHEDULE 5 - GOVERNANCE

### B.2 Provider's Permitted Material Sub-Contractors

Permitted Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
To be completed pertinent to the preferred providers structure			

## **SCHEDULE 5 - GOVERNANCE**

### **C. Commissioner Roles and Responsibilities**

<b>Co-ordinating Commissioner/Commissioner</b>	<b>Role/Responsibility</b>
<b>NHS West Lancashire CCG</b>	Sole Commissioner

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

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>National Requirements Reported Centrally</b>			
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at <a href="http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections">http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections</a> 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
2. Patient Reported Outcome Measures (PROMS) <a href="http://digital.nhs.uk/proms">http://digital.nhs.uk/proms</a>	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
<b>National Requirements Reported Locally</b>			
1. Activity and Finance Report ( <i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i> )	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ul style="list-style-type: none"> <li>a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;</li> <li>b. details of all requirements satisfied;</li> <li>c. details of, and reasons for, any failure to meet requirements;</li> <li>d. not used</li> <li>e. not used</li> </ul>	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.
3. CQUIN Performance Report and details of progress	NA	NA	NA

	Reporting Period	Format of Report	Timing and Method for delivery of Report
towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied			
4. not used			
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Monthly	Providers own report	Submitted prior to contract review meetings for review.
6. 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
7. not used			
8. Summary report of all incidents requiring reporting	Monthly	[For local agreement]	Submitted prior to contract review meetings for review.
9. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP
10. not used			
11. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2(Staff)	Six monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	Providers own report	Submitted prior to contract review meetings for review.
12. Report on compliance with the National Workforce Race Equality Standard and the National Workforce Disability Equality Standard **	Annually	Providers own report	Providers own report
13. not used			
<b>Local Requirements Reported Locally</b>			
<b>[to be developed]</b>			

\* In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented from when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the *Data Services for Commissioners Resources* website: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

\*\* As set out in SC13.7, the first annual report on the Provider's progress in implementing the Workforce Disability Equality Standard must be supplied by 31 March 2019.

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

### B. Data Quality Improvement Plans

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
[To be developed]				

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

### **C. Incidents Requiring Reporting Procedure**

<b>Procedure(s) for reporting, investigating, and implementing and sharing Lessons L-learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents</b>
<b>Provider expected to adopt and abide by the SUI reporting policy and procedure included in the Local Policy Section S2 Part G</b>

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

### D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
[To be developed]				

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

### E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)	As required by national guidance	As required by national guidance	As required by national guidance
Carer Survey	6 months	Written report summarising findings	Submit electronically <a href="mailto:info@westlancashireccg.nhs.uk">info@westlancashireccg.nhs.uk</a>
GP Survey	Annual	Written report summarising findings	Submit electronically <a href="mailto:info@westlancashireccg.nhs.uk">info@westlancashireccg.nhs.uk</a>
Patient Survey	Six monthly	Written report summarising findings	Submit electronically <a href="mailto:info@westlancashireccg.nhs.uk">info@westlancashireccg.nhs.uk</a>

## SCHEDULE 7 – PENSIONS

Not Applicable

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