



# **NHS Standard Contract 2017/18 and 2018/19 Particulars (Shorter Form)**

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**Contract title/ref:** *xxx\_17\_01*

# **NHS Standard Contract**

## **2017/18 and 2018/19**

### **Particulars (Shorter Form)**

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# CONTENTS

## PARTICULARS

## SCHEDULES

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

(Schedule 1B Intentionally Omitted)

- A. Conditions Precedent
- C. Extension of Contract Term

### **SCHEDULE 2 – THE SERVICES** (Schedule 2C, 2E, 2F, 2H, 2I, 2L

Intentionally Omitted)

- A. Service Specifications
- B. Indicative Activity Plan
- D. Essential Services
- G. Other Local Agreements, Policies and Procedures
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies

### **SCHEDULE 3 – PAYMENT** (Schedule 3D, 3E, 3G Intentionally Omitted)

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- F. Expected Annual Contract Values

### **SCHEDULE 4 – QUALITY REQUIREMENTS** (Schedules 4B, 4E – 4G

Intentionally Omitted)

- A. Operational Standards and National Quality Requirements
- C. Local Quality Requirements
- D. Commissioning for Quality and Innovation (CQUIN)

### **SCHEDULE 5 – INTENTIONALLY OMITTED**

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

**INFORMATION REQUIREMENTS** (Schedules 6B, 6D, 6E Intentionally Omitted)

- A. Reporting Requirements
- C. Incidents Requiring Reporting Procedure

### **SCHEDULE 7 – PENSIONS**

### **SCHEDULE 8 – TUPE**

## **SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 18-20, 22, 26-27, 31 intentionally omitted)**

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice, Referrals and Booking
- SC8 Making Every Contact Count and Self Care
- SC10 Personalised Care Planning and Shared Decision Making
- SC11 Transfer of and Discharge from Care
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC15 Places of Safety
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC21 Antimicrobial Resistance and Healthcare Associated Infections
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud and Security Management
- SC25 Procedures and Protocols
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC32 Safeguarding and Mental Capacity
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements and Quality Incentive Schemes
- SC38 Commissioning for Quality and Innovation (CQUIN)

## **GENERAL CONDITIONS**

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

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations
- GC14 Dispute Resolution

- GC15 Governance, Transaction Records and Audit
- GC16 Suspension
- GC17 Termination
- GC18 Consequence of Expiry or Termination
- GC19 Provisions Surviving Termination
- GC20 Confidential Information of the Parties
- GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency
- GC22 Intellectual Property
- GC23 NHS Identity, Marketing and Promotion
- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

## **Definitions and Interpretation**

## CONTRACT

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

1. the **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** .....  
**Title**  
**and on behalf of**  
**[INSERT COMMISSIONER NAME]** .....  
**Date**

**[INSERT AS ABOVE FOR EACH COMMISSIONER]**

**SIGNED by** .....  
**Signature**

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

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
Effective Date	[The date of this Contract] [or as specified here]
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	3 years
Option to extend Contract Term	No
Notice Period (for termination under GC17.2)	18 months

<b>SERVICES</b>	
<b>Service Categories</b>	<b>Selected</b>
Community Services (CS)	Yes
Continuing Healthcare Services (CHC)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
<b>Service Requirements</b>	
Essential Services (NHS Trusts only)	No

<b>PAYMENT</b>	
Expected Annual Contract Value Agreed	Yes
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	No
Local Prices Apply to Some or All Services	No

<b>GOVERNANCE AND REGULATORY</b>	
<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 Freedom To Speak Up Guardian</b>	[ ] Email: [ ] Tel: [ ]
<b>CONTRACT MANAGEMENT</b>	
<b>Addresses for service of Notices</b>	<b>Co-ordinating Commissioner:</b> [ ] Address: [ ] Email: [ ]  <b>Commissioner:</b> [ ] Address: [ ] Email: [ ]  <b>Provider:</b> [ ] Address: [ ] Email: [ ]
<b>Commissioner Representative(s)</b>	[ ] Address: [ ] Email: [ ] Tel: [ ]
<b>Provider Representative</b>	[ ] Address: [ ] Email: [ ] Tel: [ ]

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

### **A. 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. [Insert text locally as required]

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

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

**NOT USED**

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

Mandatory headings 1 – 4: mandatory but detail for local determination and agreement  
Optional headings 5-7: optional to use, detail for local determination and agreement.

All subheadings for local determination and agreement

<b>Service Specification No.</b>	
<b>Service</b>	Pulmonary Rehabilitation
<b>Commissioner Lead</b>	Kate Jackson/Emma Bellamy
<b>Provider Lead</b>	
<b>Period</b>	1 <sup>st</sup> July 2017 – 30 <sup>th</sup> June 2020 with an option to extend until 31 <sup>st</sup> December 2021.
<b>Date of Review</b>	

<b>1. Population Needs</b>
<p><b>1.1 National/local context and evidence base</b></p> <p>Chronic obstructive pulmonary disease (COPD) is a type of obstructive lung disease characterized by chronically poor airflow. COPD typically worsens over time; the main symptoms include shortness of breath, cough, and sputum production. Tobacco smoking is the most common cause of COPD, with a number of other factors such as air pollution and genetics playing a smaller role. COPD is a progressive disease and the damage caused cannot be reversed, although medications and even surgery are available to reduce symptoms. Early detection and abstinence from smoking can reduce or prevent damage to the lungs.</p> <p>In 2015/16 6,337 people had been identified by NHS Blackpool CCG GP practices as living with COPD.<sup>1</sup> It is estimated that this accounts for only 52% of the total population in Blackpool living with COPD and there are likely to be approximately 2,900 people with undiagnosed COPD.</p> <ul style="list-style-type: none"> <li>▪ An Outcomes Strategy for People with Chronic Obstructive Pulmonary Disease (COPD) and Asthma in England (Department of Health, 2011)</li> <li>▪ Management of chronic obstructive pulmonary disease in adults in primary and secondary care (National Institute for Health and Care Excellence, 2010)</li> <li>▪ Best Practice Models of Care (Improving and Integrating Respiratory Services, 2008 and 2009)</li> </ul>

- Enhancing quality of life for people with long-term conditions (NHS Outcomes Framework, 2011/12)

## 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

NHS Blackpool CCG believes in the principles of good medical practice and stand by these in the decisions we make as clinical commissioners. We strive to:

- Make the care of our patients our first concern
- Protect and promote the health of patients and the public
- Provide a good standard of practice and care
- Treat patients as individuals and respect their dignity
- Work in partnership with patients
- Be honest and open and act with integrity

Blackpool CCG will tackle the challenge that our population brings by focusing on the aspects that really matter:

**Preventing People from Dying Prematurely;**

**Reduce Health Inequalities;**

**Commission for Better Outcomes;**

**Our vision is to:**

- Improve the health outcomes of the population and reduce health inequalities.
- Work to ensure that commissioned services are responsive to patient needs, and that patients and the public are involved and integral to the work of the CCG.
- Continuously improve quality and outcomes of services and strive for excellence.
- Commission services for the Blackpool population within the financial allocation of the CCG

## 3. Scope

### 3.1 Aims and objectives of service

The Pulmonary Rehabilitation service will provide a hybrid model of delivery which comprises of both traditional face to face sessions within a community setting and the option of a web based self- management application.

The Pulmonary rehabilitation service will provide a multidisciplinary programme of care for people with chronic respiratory impairment that is individually tailored and designed to optimise each person's physical and social performance and autonomy.

### 3.2 Service description/care pathway

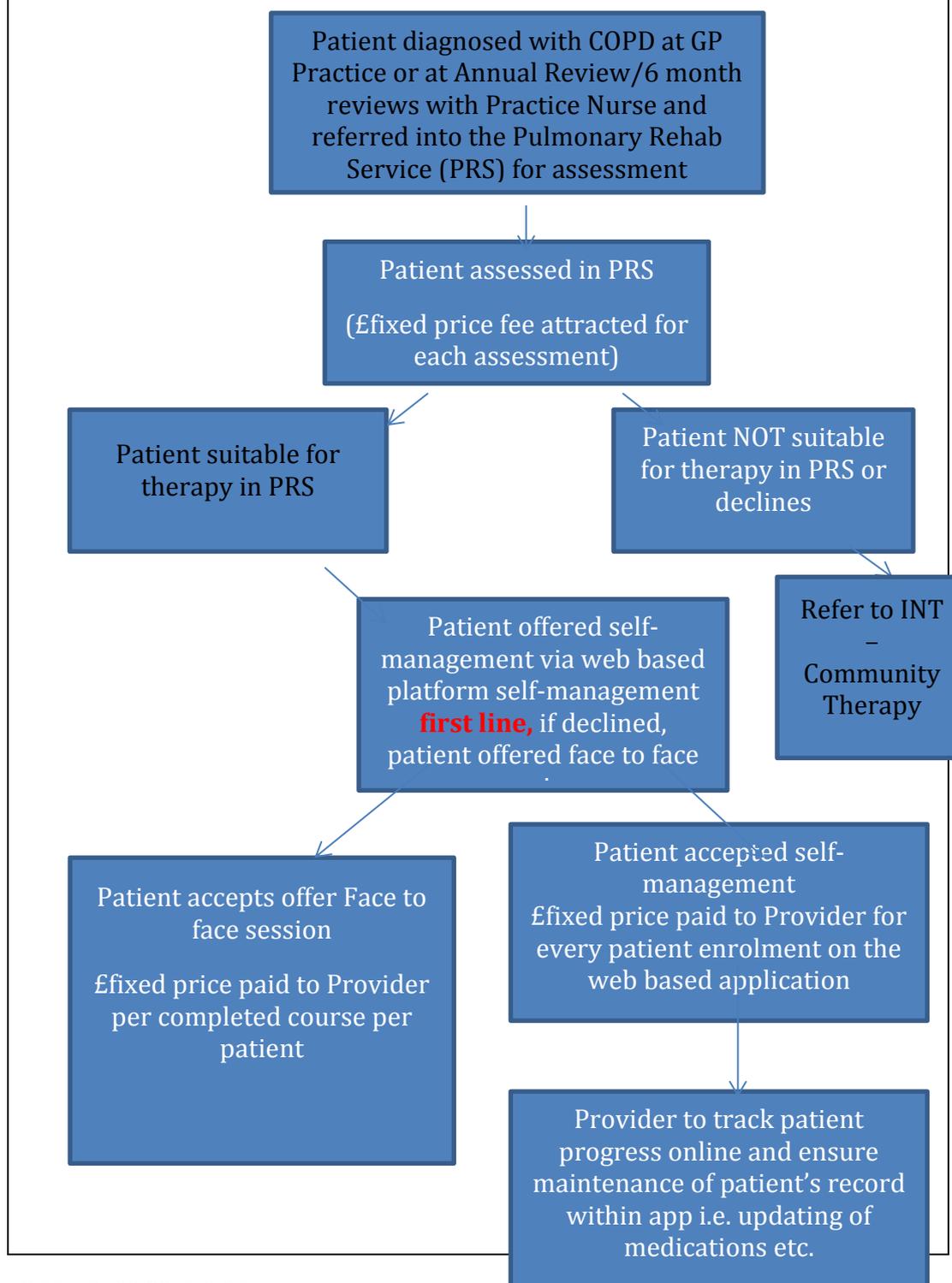
The Provider is responsible for:

- Delivering this service specification as per the NHS Constitution
- Responding to requests from Referrers within 7 actual days
- Ensuring that patients who have been admitted to hospital for an acute exacerbation of COPD are commenced on a Pulmonary Rehabilitation programme within 4 weeks
- Arranging appointments for assessment via telephone/email or letter and ensure patients are encouraged to bring a Smartphone, tablet or other suitable device where possible to the initial assessment appointment
- Offering the online COPD self-management option to patients in the first instance
- Providing a traditional face to face pulmonary rehabilitation programme which incorporates physical training, disease education and nutritional, psychological and behavioural intervention
- Providing concise information to patients about the service, what is available and the options
- Obtaining the consent of patients to treatment and the sharing of their information
- Sharing patient reports with the patients, Primary Care Team and/or Integrated Neighbourhood Teams
- Promotion and Marketing of the service
- Provide outcome data to Commissioners as per the set Key Performance Indicators (KPIs) see Appendix 1 for KPIs
- Providing the service at times that suit patients with COPD and in locations that are easy for people with COPD to get to, and have good access for people with disabilities
- Ensuring the patient completes the course which will trigger the Provider being able to claim payment. The Provider will not be paid if a course is not completed by a Patient.

The Provider is not responsible for;

- The provision of transport for patients to and from the Provider's premises
- Delivering the programme to people with unstable cardiac disease, locomotor or neurological difficulties precluding exercise such as severe arthritis or peripheral vascular disease, and people in a terminal phase of an illness or with significant cognitive or psychiatric impairment.
- Cost of licences, maintenance or training for the self management software.

### 3.2 Pulmonary Rehabilitation Service Flowchart



### 3.3 Face to Face Programme

The length of each face to face programme will be 6 weeks in duration and include a minimum of twice-weekly sessions.

The programme shall be operated from community sites relative to the neighbourhood footprint of the patient, offering a minimum of 12 sessions with a maximum of 16 patients per session.

The programme will include supervised, individually tailored and prescribed, progressive exercise training including both aerobic and resistance training and include a defined, structured education programme.

The programme shall be operated to facilitate:

- early commencement of a course
- be flexible to the needs of the patient
- accommodate patients referred following an exacerbation within 4 weeks of hospital discharge

The programme provided will follow NICE guidance to provide a structured educational programme.

The programme will follow a pre- agreed programme plan. Any changes to this programme plan should be agreed with the Commissioner.

The programme will have a written curriculum and a session plan for each session.

If a patient drops out of the face to face programme, they should be offered the online programme as an alternative.

### 3.4 Referrals

The Provider will only accept patients who are registered with medical practices within Blackpool CCG.

The Provider will accept referrals from General Medical Practitioners, Practice nurses, Integrated Neighbourhood Teams, Respiratory Consultants, Respiratory Nurse specialists and the Rapid Response Team.

The Provider will fast track patients referred following an exacerbation of their condition as per NICE Guidelines. The Provider will have a process in place to manage these patients to ensure they are seen for an assessment within 2 weeks and placed on the next available course within 8 weeks.

The Provider shall be responsible for ensuring that all written referrals include all referral information as agreed between the Referrer and the Provider as being necessary, including being able to demonstrate that the referral is being made by an

Authorised Referrer. The Provider shall ensure that Referrers make referrals using the agreed referral form via EMIS.

The referrals process should be electronic and link to GP and Community EMIS systems.

Providers should arrange an initial assessment appointment via telephone and/or email and ensure patients are encouraged to bring a Smartphone, tablet or other suitable device where possible, to the initial assessment.

The Provider will assess referred patients against referral criteria. The referral criteria will be evaluated on an annual basis with the Commissioner.

The Provider shall ensure that the referrer receives an appropriate response detailing the outcome of the initial patient assessment, type of programme to be completed and further details following completion of a face to face course at the Providers premises.

The Provider shall have a process in place to manage an inability to contact a referred patient. The patient shall be offered an assessment twice prior to the Provider returning the referral to the referring professional.

The Provider will ensure that any patients that do not attend or drop out of the programme early are contacted via letter to ascertain the reason for withdrawal.

### **3.5 Appointments and Waiting Times**

All patients will be seen for an assessment within 2 weeks of the referral. Appointments will be made at suitable times taking into account the needs of the patient.

The Provider shall ensure that no patient is kept waiting on the Provider's premises prior to being seen by the Provider for more than 30 minutes from their scheduled appointment time.

The expectation is that patients are kept informed regarding any delays in appointment time and given the opportunity to rebook if required.

### **3.6 Patient Assessment**

The provider will initially contact the patient following receipt of referral and offer an initial assessment within 2 weeks.

The assessment will entail a brief explanation and demonstration of both the online self-management application and the face to face rehabilitation programme.

If the patient agrees to the online self-management programme then this will be uploaded on their own personal device by the patient with assistance of the provider. The application will be demonstrated to the patient and follow up contact details provided to the patient if there are any subsequent issues.

It will be explained to the patient that their progress will be monitored remotely via the application over the next 2 months.

### 3.7 Face to Face Assessment and Evaluation

The Provider will ensure that each patient who wishes to complete the face to face programme completes these assessments on initial assessment:

- Incremental Shuttle walking test with Oxygen Saturation Monitor
- Hospital Anxiety and Depression Scale (HADS)
- COPD Assessment Test (CAT) score
- MRC Dyspnoea scale

If necessary, patients can be referred to their integrated neighbourhood team if there are functional difficulties or rehabilitation needs that require an assessment by a member of the Community Therapy team.

The Provider will ensure that each patient completes the following at the end of the programme:

1. Incremental Shuttle walking test with Oxygen Saturation Monitor
2. Hospital Anxiety and Depression Scale (HADS)
3. CAT score
4. MRC Dyspnoea scale
5. Patient satisfaction/evaluation survey (Appendix 2 for an example)

The online self-management programme incorporates the information stated in numbers 2-4 as standard.

The Provider will analyse the outcomes of the audits listed above and provide these patient outcomes as part of the KPI dataset.

### 3.8 Performance

The Provider will also report the following performance data together with the information as defined within the KPI's:

- provide a brief narrative report to outline/explain anomalies and describe actions taken to remedy
- work with the Commissioner to identify referral trends per neighbourhood (public health data and disease registers) and take positive action to increase marketing in these key areas
- provide a quarterly progress report detailing referral numbers, details of successful completion, dropout rates, percentage of face to face Pulmonary rehabilitation and online pulmonary rehabilitation

Early evaluation of the online/face to face sessions will take place during the contract term, with the option to revise the targets specified in the KPIs, in line with patient demand for the online element of the service.

### **3.9 Marketing**

The Provider shall ensure the service is marketed to all professionals who are eligible to refer to the service.

The Provider shall ensure advice, guidance and information materials are available to patients and referrers where applicable, these materials should include:

- Patient information booklet detailing the service and benefits, service times, location and access i.e. bus times as well as employees supporting the programme and contact numbers.
- Promotion of online self-management support materials
- Local COPD Self-Management Plans will be utilised and promoted

### **3.10 Population covered**

Any patient registered with a Blackpool CCG GP Practice.

### **3.11 Any acceptance and exclusion criteria and thresholds**

Patients referred to the Pulmonary Rehabilitation service should be offered the online self-management programme in the first instance at the initial assessment stage.

Face to face courses will be scheduled flexibly to meet the needs of patients. The Provider will provide courses in the morning, afternoon and if required by patient choice twilight or evening to accommodate patient's health and social needs this should include weekends and weekdays if necessary.

If patients decide not to complete the face to face course either if they have started the programme or not, they should be offered the online self – management programme as an alternative.

### **3.12 Interdependence with other services/providers**

The Provider shall ensure that patients are signposted to other appropriate services such as, Voluntary agencies, Vitaline Telecare, Age UK, Blackpool Wellbeing Service and exercise groups e.g. YActive.

The provider will work collaboratively with services delivering commissioned care to patients from Extensive Care, Enhanced Primary Care (Including Integrated Neighbourhood Teams) and Primary Care services.

The Provider will work with providers across the health economy to identify appropriate follow up services to facilitate patient's on-going self-management of their condition

The Provider shall work collaboratively with providers and commissioners to implement the NHS Blackpool CCG COPD Pathway to deliver the following:

- increase pulmonary rehabilitation to patients
- improve health outcomes and life expectancy
- ensure a seamless and integrated service for patients
- reduce admissions and re-admissions
- support early discharge
- support Amber and End of Life Pathway where appropriate

#### **4. Applicable Service Standards**

##### **4.1 Applicable national standards (e.g. NICE)**

NICE Guidance for the management of COPD  
An Outcomes Strategy for COPD and Asthma in England

##### **4.2 Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)**

##### **4.3 Applicable local standards**

#### **5. Applicable quality requirements and CQUIN goals**

##### **5.1 Applicable Quality Requirements (See Schedule 4A-D)**

##### **5.2 Applicable CQUIN goals (See Schedule 4E)**

#### **6. Location of Provider Premises**

The Provider's Premises will be located within the neighbourhood footprint of NHS Blackpool CCG

#### **7. Individual Service User Placement**

Appendix 1 – Key Performance Indicators

KPI number	Metric	KPI Descriptor	Baseline 2015/16	Target 2016/17	Frequency of Monitoring
1	Referrals for both face to face and online programmes	Increase in referrals by 80% minimum	524 (face to face only)	1000	Monthly
2	Assessments	90% conversion from referral to assessment	331	900	Monthly
3	Online Self-Management Programme	Number of patients completing online self-management programme	NONE	500	Monthly
4	Face to Face Programme	Number of patients completing face to face programme	524	250	Monthly
5	DNA Rates/dropout rates from referral to completion	DNA/dropout rates maximum 25%	63%	250	Monthly
6	Breakdown of GP referrals (linked to Primary Care Scheme/COPD scheme)	Referrals by GP Practice recorded	Provider to monitor referrals by practice	Actively target practices that do not refer	Monthly
7	Patient Satisfaction Surveys	Satisfaction Surveys from 80% of total course attendees	NONE	80%	Monthly
8	Patient Experience	Patient experience to be positive from 80% of patients completing a satisfaction survey	NONE	80%	Monthly
9	HADS scores for depression	70% of patients completing the programme showing a reduction in HADS score	NONE	100%	Monthly
10	CAT score	70% of patients completing the programme showing a maintenance or reduction in CAT score by 10% or more	NONE	70%	Monthly

<b>11</b>	Incremental Shuttle walking test with Oxygen Saturation Monitor	70% of patients to show an improvement in sats post programme All patients to have had MRC scale completed on admission and discharge	NONE	70%	Monthly
<b>12</b>	MRC Dyspnoea scale		NONE	70%	Monthly

Appendix 2 - Patient satisfaction/evaluation survey

**PULMONARY REHABILITATION EVALUATION FORM - EXAMPLE**

We hope you have enjoyed the pulmonary rehabilitation course; we would appreciate it if you could spend a few minutes to complete this evaluation form to assist us in the planning and development of the course for future participants.

**Name (optional) :**

**Date :**

**1. Did you enjoy the course? Yes No**

**2. What aspects of the course did you find helpful?**

**3. What aspects of the course did you think were unhelpful?**

**4. Did the course meet your anticipated needs? Yes No**

**5. What did you think of the venue?**

Excellent Good Medium Poor Very Poor (Please Circle)

**6. Did you find the venue easily accessible? Yes No**

**7. Overall on a scale of 1-5, how would you rate this course?**

(Poor) 1 2 3 4 5 (Good) (Please Circle)

8. Would you recommend this course to a friend with COPD? Yes No

Any further comments?

We would like to take this opportunity to thank you for taking the time to complete this evaluation form.

**B. Indicative Activity Plan**

Not Applicable

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

Not Applicable

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

Insert details / web links as required or state Not Applicable

**J. Transfer of and Discharge from Care Policies**

[Insert text locally as required or state Not applicable]

## K. Safeguarding Policies and Mental Capacity Act Policies

The Service Provider shall devise, implement and maintain procedures for its staff which ensures compliance with pan-Lancashire procedures for Safeguarding Children and Safeguarding Vulnerable Adults, and shall supply a copy of its procedure to the Commissioner before commencement of the service.

Pan Lancashire safeguarding children policies and procedures can be accessed at:  
<http://panlancashirescb.proceduresonline.com/index.htm>

Pan Lancashire safeguarding adult policies and procedures can be accessed at:-  
<http://plcsab.proceduresonline.com/>

The service provider will comply with the lead commissioner's standards for safeguarding as detailed in the CCG's safeguarding policy and will provide evidence of their safeguarding arrangements on request, at a minimum this will be annually. Monitoring of on-going compliance will be on a regular basis in year determined by the commissioner.

DATE	DESCRIPTION	DOCUMENT
2017/18	Provider Safeguarding Childrens policy	
2017/18	Provider Safeguarding Adults Policy	
2017/18	Provider Mental Capacity Act Policy	
2017/18	CCG Safeguarding Policy	 CCG Safeguarding Policy.pdf

## SCHEDULE 3 – PAYMENT

### A. Local Prices

Insert template in respect of any departure from an applicable national currency;  
insert text and/or attach spreadsheets or documents locally

### 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

### 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

### F. Expected Annual Contract Values

Insert text locally (for one or more Contract Years) or state Not Applicable

## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence
<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 for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</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 Reports	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 Operational Standard shown in ***bold italics*** the provisions of SC36.17A 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
<b>Domain 1: Preventing people from dying prematurely</b>			
See Domains 4 & 5			
<b>Domain 2: Enhancing quality of life for people with long-term conditions</b>			
See Domains 4 & 5			
<b>Domain 3: Helping people to recover from episodes of ill-health or following injury</b>			
See Domains 4 & 5			
<b>Domain 4: Ensuring that people have a positive experience of care</b>			
<b>Service User and Stakeholder Experience:</b> Service users and other stakeholders (e.g. parents and relevant professionals) will be invited to complete questionnaires as a means of evaluating their experience of the service.	Questionnaires offered to 100% of service users and other stakeholders, appropriate.	<b>Quarterly report to Commissioner to include:</b> Details / copy of current service user / stakeholder experience questionnaire, % service user response rate (if known), % stakeholder response rate (if known) and summary of responses (numbers, themes etc.).	Subject to General Condition 9 (Contract Management)
<b>Service User and Stakeholder Experience Improvement Plan:</b> An action plan will be developed and updated in response to feedback from service users and other stakeholders.	Reporting of actions taken in response to service user and stakeholder views.	<b>Quarterly report to Commissioner to include:</b> Details of actions taken or planned during the quarter in response to feedback from service users and other stakeholders.	Subject to General Condition 9 (Contract Management)

<p><b>Complaints, Compliments, Concerns &amp; Comments ("4Cs"):</b> The provider will maintain systems to promote, record and act upon all types of "4C" feedback from service users and other stakeholders.</p>	<p>100% of "4C" feedback reported.</p>	<p><b>Quarterly report to Commissioner to include:</b> A summary of all "4Cs" received by the provider during the quarter, summarised by number, type, lessons learned and actions taken, as applicable.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Policy Management and Equality Impact Assessment (EIA):</b> All existing and new policies will be reviewed and subject to an EIA to support compliance with the Equality Act 2010.</p>	<p>100% of policies up to date and subject to EIA.</p>	<p><b>Annual report to Commissioner to include:</b> An index of the provider's policies, including dates of issue, review schedule and confirmation that all policies have been subject to an Equality Impact Assessment (EIA). Completion plan to be included for any EIAs still to be completed.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Policy Awareness:</b> The provider will have systems in place to ensure that its staff are aware of and understand the policies that apply to their role, know how to obtain copies if required (printed or electronic) and are informed of any updates.</p>	<p>Systems in place to ensure staff awareness and understanding of policies.</p>	<p><b>Annual report to Commissioner to include:</b> Narrative summarising the systems used by the provider to maintain staff awareness / understanding of policies and ensure that they have access to the documents.</p>	<p>Subject to General Condition 9 (Contract Management)</p>

<p><b>Maintenance of Best Practice:</b> The provider will have systems in place to ensure that relevant legislation / guidance updates are communicated to staff and put into practice.</p>	<p>Systems in place to ensure communication and implementation of relevant legislation / guidance.</p>	<p><b>Quarterly report to Commissioner to include:</b> A summary of the provider's response to any legislation / guidance issued during the quarter that is relevant to the service, including communication to staff and actions taken to support implementation.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Domain 5: Treating and caring for people in a safe environment and protecting them from avoidable harm</b></p>			
<p><b>Safeguarding Vulnerable Adults:</b> Staff training will be completed as appropriate.</p>	<p>100% of staff trained at the appropriate level and updated annually (existing staff and new staff within 6 months of start of employment).</p>	<p><b>Quarterly report to Commissioner to include:</b> (a) Staff training status summary, including level of training undertaken, details of training provider, training frequency and % of staff who are up to date (training completed in the last 36 months). Narrative to be included for any staff not trained or still to be trained; (b) Summary of any safeguarding issues recorded during the quarter.</p>	<p>Subject to General Condition 9 (Contract Management)</p>

<p><b>Safeguarding Vulnerable Adults and Children:</b> The provider will complete and submit the "<i>Audit Tool to Monitor Safeguarding Arrangements for CCG Commissioned Services</i>" on an annual basis, together with embedded documents as required.</p>	<p>Confirmation of completion / submission and any associated actions.</p>	<p><b>Annual report to Commissioner to include:</b> (a) Confirmation that the "<i>Audit Tool to Monitor Safeguarding Arrangements for CCG Commissioned Services</i>" has been completed and submitted; (b) Summary of any standards not RAG rated as green; (c) Summary of any actions planned to address the above.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Governance:</b> Staff will be subject to checks via the Disclosure and Barring Service (DBS), as appropriate.</p>	<p>100% of staff DBS checked at the appropriate level (existing staff and new staff within 6 months of start of employment).</p>	<p><b>Quarterly report to Commissioner to include:</b> Staff DBS check status summary. Narrative to be included for any staff not checked or still to be checked.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Governance:</b> Staff will maintain professional registration, receive regular supervision / appraisal and engage in continuing professional development (CPD), as appropriate.</p>	<p>100% of staff with current registration and ongoing supervision, appraisal and CPD, as appropriate.</p>	<p><b>Quarterly report to Commissioner to include:</b> Staff status summary regarding registration, supervision, appraisal and CPD. Narrative to be included for any staff not included or still to be included in these processes.</p>	<p>Subject to General Condition 9 (Contract Management)</p>

<p><b>Governance:</b> The provider will develop and maintain a system for planning and recording the completion of staff training appropriate to the needs of the service, to assure continuing competence of staff and the safety of service users.</p>	<p>System in place for planning and recording completion of mandatory and service specific staff training.</p>	<p><b>Annual report to Commissioner to include:</b> Summary of staff training activity (anonymised). Narrative to be included for any staff not included or still to be included in these processes.</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Workforce Factors (e.g. turnover / sickness absence):</b> Issues that have an impact on service delivery will be reported.</p>	<p>100% of service-affecting workforce issues reported.</p>	<p><b>Quarterly report to Commissioner to include:</b> Summary of any workforce factors that have had an impact on service delivery. ("Nil this quarter" statement to be submitted if no impacts recorded).</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Incidents, Accidents and Untoward Occurrences:</b> The provider will have systems in place to report, record, review and learn from incidents, accidents and untoward events that have or may have impacted on the service and/or service users.</p>	<p>Systems in place to report, record, review and learn from incidents, accidents and untoward events. <b>Any Serious Untoward Incidents (SUIs) to be reported to the Commissioner within 2 working days of the event.</b></p>	<p><b>Quarterly report to Commissioner to include:</b> A summary of incidents, accidents, untoward events and SUIs recorded by the provider during the quarter, summarised by number, type, lessons learned and actions taken, as applicable. ("Nil this quarter" statement to be submitted if no events reported).</p>	<p>Subject to General Condition 9 (Contract Management)</p>
<p><b>Staff :</b>Education, training and competencies</p>	<p>Education and Training plan in place to address staff education and training requirements.</p>	<p>Provider to provide evidence of staff training needs analysis. Quarterly report to commissioners to include % staff completed mandatory training.</p>	<p>Subject to General Condition 9 (Contract Management)</p>

<b>Nursing Staff revalidation</b>	System and Plan is in place for Nursing Staff revalidation	Provider to supply CCG with evidence of systems and plans for Nursing revalidation in readiness for April 2016.	Subject to General Condition 9 (Contract Management)
<b>Friends and Family Test</b>	≥60% of Service users complete FFT	<b>Quarterly report to CCG</b>	Subject to General Condition 9 (Contract Management)
<b>Compliance to the Equalities Act 2010:</b> Compliance with the 9 Protected characteristics within the amended Equality Act 2010	Plus or minus 1%	<b>Annual E and D report to be submitted to the commissioner. Detailing adherence to the Equality Act 2010, with evidence of E and D monitoring forms that capture the 9 characteristics</b>	Subject to General Condition 9 (Contract Management)
<b>Quality Visits</b>	The provider will allow up to 3 quality inspection visits per annum by a member, officer or representative of the CCG authorised for that purpose.	The provider will allow up to 3 quality inspection visits per annum by a member, officer or representative of the CCG authorised for that purpose.	

<p><b>Provision of Information:</b> The provider will have systems in place to ensure that service users are given appropriate, accessible information about the service, in a timely manner, in formats that meet their needs.</p>	<p>Systems are in place to develop, record and review the provision of accessible information</p>	<p>Quarterly report to Commissioner to include:</p> <ol style="list-style-type: none"><li>1) A brief summary of the systems used by the provider to develop and maintain suitable information for service users, including how often the information is reviewed.</li><li>2) Details of any requests during the quarter for information in accessible formats (e.g. large print, other languages etc.).</li><li>3) Details of any information requests during the quarter where communication support was required.</li><li>4) A brief summary of any new information developed in the quarter including links to any online information and details of availability in other formats.</li></ol>	<p>Subject to General Condition 9 (Contract Management)</p>
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## SCHEDULE 4 – QUALITY REQUIREMENTS

Never Event Breach	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	Applicability	Applicable Service Category
The occurrence of a Never Event as defined in the Never Events Policy Framework from time to time	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Policy Framework, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All healthcare premises and settings	All

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

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

**CQUIN Table 1: CQUIN Indicators**

<b>Not Applicable</b>
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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
<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 under SC36.22</i> )	Quarterly	[For local agreement]	Quarterly submissions to <a href="mailto:cmt.blackpool@nhs.net">cmt.blackpool@nhs.net</a>
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Quarterly	[For local agreement]	Quarterly submissions to <a href="mailto:cmt.blackpool@nhs.net">cmt.blackpool@nhs.net</a>
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	[For local agreement]	Quarterly submissions to <a href="mailto:cmt.blackpool@nhs.net">cmt.blackpool@nhs.net</a>
5. Summary report of all incidents requiring reporting	Quarterly	[For local agreement]	Quarterly submissions to <a href="mailto:cmt.blackpool@nhs.net">cmt.blackpool@nhs.net</a>

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>Local Requirements Reported Locally</b>			
<b>Pulmonary Rehabilitation Report</b>	Monthly	Report – as previously agreed	Report – as previously agreed

\* 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 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* webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

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

### C. 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**

Incidents should be reported to both the Commissioner and Midlands and Lancashire Commissioning Support Unit (MLCSU) via the CSU Safe Haven email address at the bottom of this section; Particular care should be taken not to include patient identifiable data within incident reports. The provider must report any Serious Incidents (SIs) to CQC as the regulatory body in line with timeframes set out in the NHS Serious Incident Framework (<http://www.england.nhs.uk/ourwork/patientsafety>) and ensure such incidents are also reported to the National Reporting and Learning System (<http://www.nrls.npsa.nhs.uk/report-a-patient-safety-incident/>)

The provider must investigate any SI using appropriate Root Cause Analysis methodology as set out in the NHS Serious Incident Framework and relevant guidance or, where reasonably required by the commissioner in accordance with the NHS Serious Incident Framework, commission a fully independent investigation.

Never Events are described in the Never Events Policy Framework and other incidents requiring reporting are described in Service Condition 33 (SC33) These sections of the contract refer to guidance on the CQC website. Providers must inform the Lead Commissioner of any 'Never Event', any incident mentioned in SC33 and any SUI or other safeguarding issues that are reported to the Local Authority, Area Team. This information must include details of the patients' responsible commissioner. This information must be transmitted both to and from 'nhs.net' email accounts and a copy should be emailed to the CSU safe haven account : [seriousuntowardincidents@nhs.net](mailto:seriousuntowardincidents@nhs.net)

<p><b>2017-18</b></p>	<p><b>Serious Incident Framework</b></p>	<p> Approved-BCCG-Serious-Incident-Policy-V. <b>Insert Provider policy</b></p>
<p><b>2017-18</b></p>	<p><b>Never Events Policy Framework</b></p>	<p> never-evnts-pol-fra mwrk-apr2.pdf</p>
<p><b>2017-18</b></p>	<p><b>Blackpool CCG STEIS Policy</b> (Updated document to be issued in year in accordance with national guidance)</p>	<p> Approved - STEIS Procedure April 2014.</p>

## SCHEDULE 7 – PENSIONS

**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:
  - 1.1 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;
  - 1.2 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
  - 1.3 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:
  - 3.1 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);
  - 3.2 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);
  - 3.3 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;

- 3.4 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
  - 3.5 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:
- 4.1 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;
  - 4.2 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
  - 4.3 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** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

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

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